

Agenda of REGULAR MEETING

The Board of Trustees

Pearland Independent School District

Notice is hereby given that a Regular Meeting of the Pearland Independent School District will be held on **Monday, August 16, 2021**, beginning at 5:00 PM at Pearland Independent School District, 1928 North Main, Pearland, Texas 77581.

The Meeting Will Also be Livestreamed:

YouTube:

<https://www.youtube.com/user/ThePearlandISD/live>

Public Comment: A link to a public comment form is available at:

<https://www.pearlandisd.org/publiccomment>. If you wish to address the Board of Trustees on an agenda or non-agenda item, you must sign up no later than 4:45 pm the day of the meeting, either online or at the site of the meeting. Patrons participating in the Public Comment segment of the board meeting must appear in person to address the board of trustees.

The subjects to be discussed, considered, or upon which any formal action may be taken are listed below.

1. **Call to Order**
2. **Establishment of a Quorum**
3. **Closed Session** as Authorized by the Texas Open Meetings Act, Texas Government Code, Section 551.001 et seq., Concerning Purposes Permitted by the Act Including:
 - A. 551.071 - Private Consultation with the Board's Attorney Regarding any Agenda Item
 - B. 551.072 - Discussing Purchase, Exchange, Lease or Value of Real Property
 - C. 551.074 - Personnel Discussion
 1. Receive and Consider Investigation Report
 2. Employment of Professional and Instructional Personnel
 3. Review Resignations
 - D. 551.076 Considering the Deployment, Specific Occasions for, or Implementation of, Security Personnel or Devices
 - E. 551.082 -Consider Discipline of a Public School Child, or Complaint or Charge Against Personnel
4. **Reconvene in Open Session**
5. **Consider Action on Items Discussed in Closed Session** as Listed Under Closed Meeting in this Notice
6. **Introductory Remarks** - Trustee Carbone
 - A. Such remarks by an individual board member are entirely his or her own and do not necessarily reflect the views or judgment of the Board of Trustees as a whole or the school district. No other members of the board or employees of the school district, or any other person in attendance at the meeting is expected or required to participate in any introductory remarks that are presented.
7. **Public Comment [Length of time of each not to exceed three (3) minutes]**
8. **Public Hearing**
 - A. 2021-2022 Proposed Tax Rate 3
 - B. Notice of Intent to Apply for the 2020-2022 CRRSA ESSER II Federal Grant and Opportunity for Public Comment 15
 - C. Notice of Intent to Apply for 2020-2021 Federal Block Grants, including Every Student Succeeds Act (ESSA), Individual with Disabilities Act (IDEA), Perkins 17

V, and Texas Homeless Children and Youth (TEHCY) and Opportunity for Public Comment	
D. Consider Resolution Supporting the Extension of Pearland ISD as a "District of Innovation"	19
9. Board Recognition	
10. Board Members Committee Update/Items for Future Consideration	
11. New Business - Consideration of and Possible Action on the Following	
A. Consent Agenda	
1. Approve Minutes of the June 8, 2021 Regular Board Meeting, July 7, 2021 Special Board Meeting, August 2, 2021 Special Board Meeting and August 6, 2021 Special Board Meeting	22
2. Approve to Change the Date of the Scheduled November 2021, January 2022 and May 2022 Regular Board Meetings	38
3. Approve Participation in CCISD's Interlocal Agreement for Cooperative Purchasing for General Foods and Full Service Food Distribution for Procurement of Milk, Bread, Groceries, Product, Paper and Chemicals for the 2021-2022 School Year.	41
4. Approve Procured Budgeted Purchases that Aggregate \$75,000 or More	43
5. Annual Review/Update of Board Operating Procedures (Rules of Conduct and Standard Rules)	98
6. Approve TASB's Localized Policy Manual Update 117	99
7. Approve the 2021-2022 Student Code of Conduct	100
B. Regular Agenda	
1. Consider Resolution to Extend Covid Related Employee Sick Leave	101
2. Consider Adoption of Resolution Setting the Tax Rate for 2021-2022	105
3. Consider to Approve and Adopt Order for Voter - Adopted Tax Rate Election (VATRE) and Canvassing Results of Election	109
4. Approve the Joint Contract for Election Services with the County Clerk of Brazoria County for the November 2, 2021 Voter - Approval Tax Rate Election	115
12. Administrative Reports	
A. Update on Matters Associated with the Covid-19 Realities	125
B. Final Quarter Investment Report for Fiscal Year 2020-2021	127
C. Interim Financial Statement Report as of May 31, 2021	133
D. Bond Financial Report	138
13. Adjournment	

Certificate of Posting

On the **13th day of August, 2021 at 5:00 PM** this notice was made available on the district website and an original copy of this notice was posted at the school district education support center.

Secretary to Board of Trustees



Board of Trustees Agenda Item Information

Meeting Date: August 16, 2021

Meeting Type

- ☒ Regular Meeting
- ☐ Special Meeting/Workshop
- ☐ Hearing

Date Submitted: August 4, 2021

Agenda Placement

- | | |
|--|---|
| <input checked="" type="checkbox"/> Public Hearing | <input type="checkbox"/> Administrative Report |
| <input type="checkbox"/> Open Session | <input type="checkbox"/> Consent Agenda |
| <input type="checkbox"/> Executive Session | <input type="checkbox"/> Regular Agenda |
| <input type="checkbox"/> Recognition | <input type="checkbox"/> Information/Discussion |

Subject: Public Hearing on the 2021-2022 Proposed Tax Rate

Executive Summary: The District reviewed the 2021-2022 proposed budget and tax rate during meetings held on April 20, 2021, and May 11, 2021. The Board of Trustees adopted the 2021-2022 Pearland ISD Budget at the board meeting held on Tuesday, June 8, 2021.

The purpose of this public meeting is to discuss the school district's tax rate that will be adopted. The required publication of this public meeting, the "Notice of Public Meeting to Discuss Budget and Proposed Tax Rate" was published in the Reporter News on Wednesday, August 4, 2021, in compliance with state law requiring the notice be published not less than 10 nor more than 30 days before the public meeting. See attached copy of publication, 2021-2022 Tax Rate Calculation Worksheet, and 2021-2022 Tax Rate Adoption Information.

[2021-2022 Tax Rate Calculation](#)

The board president will determine if there are members of the public wishing to address the board before conducting the hearing.

Associated District Goal: WCG #4 – Pearland ISD will strategically maximize financial assets to provide resources to meet student needs in partnership with families and the greater community.

Fiscal Impact:

Cost:

- ☐ Recurring
- ☐ One-Time
- ☐ No Fiscal Impact

Funding Source:

- ☒ General Fund
- ☐ Grant Funds
- ☒ Debt Service Funds

Fiscal Year:

Amendment Required?

- ☐ Yes
- ☒ No

Superintendent's Recommendation: The board president should inquire whether any member of the public would like to comment on the topic.

Department Submitting: Administration

Requested By: Jorgannie Carter, CFO

Cabinet Member's Approval: Dr. John Kelly

Board Approval Required: ☒ Yes ☐ No

=

NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

The PEARLAND INDEPENDENT SCHOOL DISTRICT will hold a public meeting at 6:00 PM, August 16, 2021 in the District's Board Room, 1928 N. Main Street in Pearland, TX 77581. **The purpose of this meeting is to discuss the school district's budget that will determine the tax rate that will be adopted. Public participation in the discussion is invited.**

The tax rate that is ultimately adopted at this meeting or at a separate meeting at a later date may not exceed the proposed rate shown below unless the district publishes a revised notice containing the same information and comparisons set out below and holds another public meeting to discuss the revised notice.

Maintenance Tax	\$0.919600/\$100 (proposed rate for maintenance and operations)
School Debt Service Tax	\$0.395600/\$100 (proposed rate to pay bonded indebtedness)
Approved by Local Voters	

Comparison of Proposed Budget with Last Year's Budget

The applicable percentage increase or decrease (or difference) in the amount budgeted in the preceding fiscal year and the amount budgeted for the fiscal year that begins during the current tax year is indicated for each of the following expenditure categories.

Maintenance and operations	1.71 % increase
Debt Service	13.29 % increase
Total expenditures	3.53 % increase

Total Appraised Value and Total Taxable Value (as calculated under Section 26.04, Tax Code)

	<u>Preceding Tax Year</u>	<u>Current Tax Year</u>
Total appraised value* of all property	\$10,906,738,945	\$11,292,461,082
Total appraised value* of new property**	\$176,256,319	\$172,859,072
Total taxable value*** of all property	\$8,995,225,077	\$9,365,745,580
Total taxable value*** of new property**	\$149,168,819	\$147,777,056

*Appraised value is the amount shown on the appraisal roll and defined by Section 1.04(8), Tax Code.

** "New property" is defined by Section 26.012(17), Tax Code.

*** "Taxable value" is defined by Section 1.04(10), Tax Code.

Bonded Indebtedness

Total amount of outstanding and unpaid bonded indebtedness* \$401,235,000

*Outstanding principal.

Comparison of Proposed Rates with Last Year's Rates

	<u>Maintenance & Operations</u>	<u>Interest & Sinking Fund*</u>	<u>Total</u>	<u>Local Revenue Per Student</u>	<u>State Revenue Per Student</u>
Last Year's Rate	\$0.892900	\$0.425600*	\$1.318500	\$5,447	\$4,335
Rate to Maintain Same Level of Maintenance & Operations Revenue & Pay Debt Service	\$0.855730	\$0.448990*	\$1.304720	\$6,034	\$4,046
Proposed Rate	\$0.919600	\$0.395600*	\$1.315200	\$5,885	\$4,551

*The Interest & Sinking Fund tax revenue is used to pay for bonded indebtedness on construction, equipment, or both.

The bonds, and the tax rate necessary to pay those bonds, were approved by the voters of this district.

Comparison of Proposed Levy with Last Year's Levy on Average Residence

	<u>Last Year</u>	<u>This Year</u>
Average Market Value of Residences	\$291,952	\$307,157
Average Taxable Value of Residences	\$257,742	\$272,650
Last Year's Rate Versus Proposed Rate per \$100 Value	\$1.318500	\$1.315200
Taxes Due on Average Residence	\$3,398.33	\$3,585.89
Increase (Decrease) in Taxes		\$187.56

Under state law, the dollar amount of school taxes imposed on the residence homestead of a person 65 years of age or older or of the surviving spouse of such a person, if the surviving spouse was 55 years of age or older when the person died, may not be increased above the amount paid in the first year after the person turned 65, regardless of changes in tax rate or property value.

Notice of Voter-Approval Rate: The highest tax rate the district can adopt before requiring voter approval at an election is \$1.285200. This election will be automatically held if the district adopts a rate in excess of the voter-approval rate of \$1.285200.

Fund Balances

The following estimated balances will remain at the end of the current fiscal year and are not encumbered with or by a corresponding debt obligation, less estimated funds necessary for operating the district before receipt of the first state aid payment.

Maintenance and Operations Fund Balance(s)	\$18,987,120
Interest & Sinking Fund Balance(s)	\$15,600,000

A school district may not increase the district's maintenance and operations tax rate to create a surplus in maintenance and operations tax revenue for the purpose of paying the district's debt service.

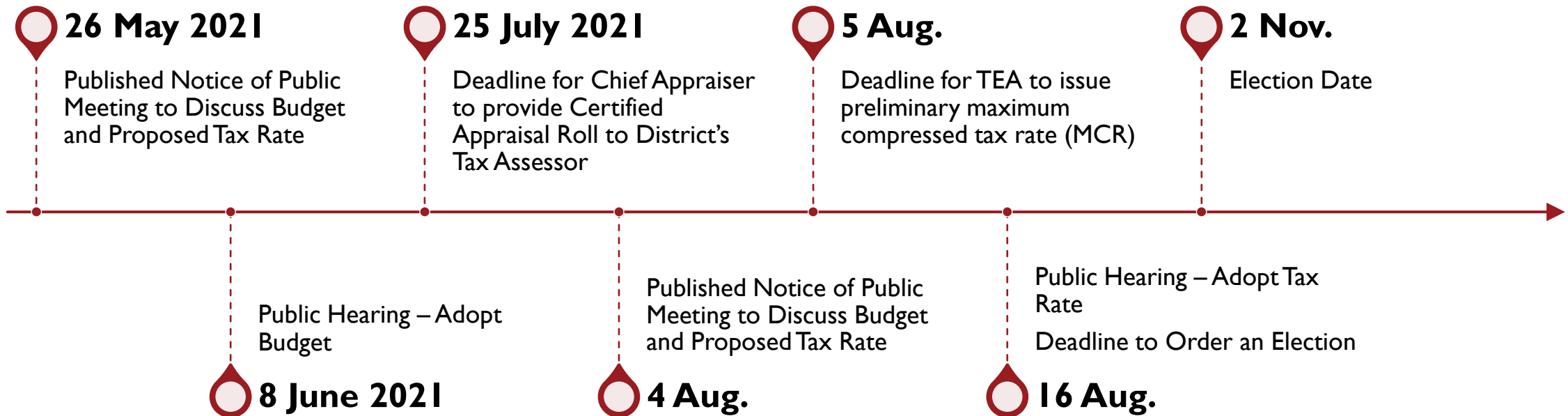


2021-2022 TAX RATE ADOPTION

AUGUST 16, 2021



2021-2022 BUDGET & TAX RATE ADOPTION CALENDAR

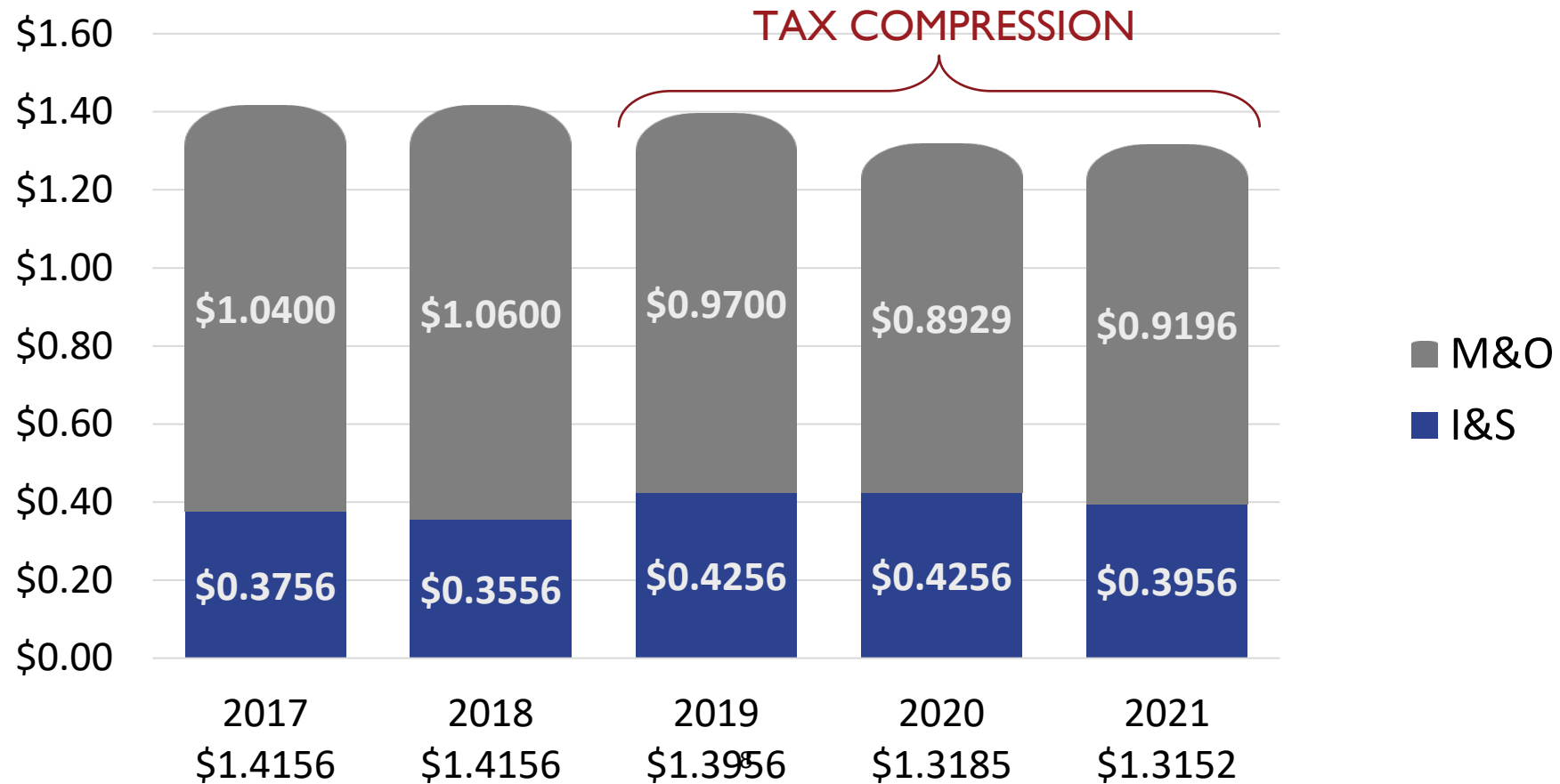


TAX RATE COMPARISON TO PRIOR YEAR

	FY 2020-21	FY 2021-22	Inc./ (Dec.)
Maintenance & Operations (M&O) Tax Rate			
Tier One Rate (Maximum Compressed Rate or “MCR”)	\$0.8529	\$0.8396	(\$0.0133)
Tier Two Rate (Golden Pennies)	0.0400	0.0800	0.0400
Total M&O Tax Rate	\$0.8929	\$0.9196	\$0.0267
Debt Service (Interest & Sinking or “I&S”) Tax Rate	0.4256	0.3956	(0.0300)
Total District Tax Rate	\$1.3185	\$1.3152	(\$0.0033)

The MCR is certified by TEA based on a property value increase of 4.10% from prior year.

ACTUAL & PROPOSED TAX RATE (LAST FIVE YEARS)



BALLOT LANGUAGE

The ballot language states:

“Ratifying the ad valorem tax rate of **\$1.3152/\$100** in the Pearland Independent School District for the current year, a rate that will result in an increase of **6.09 percent in maintenance and operations tax revenue** for the district for the current year as compared to the preceding year, which is an additional \$4,255,612.”

9
This does not mean that the overall tax rate will increase.

BALLOT LANGUAGE

The ballot language states:

“Ratifying the ad valorem tax rate of **\$1.3152/\$100** in the Pearland Independent School District for the current year, a rate that will result in an **increase of 6.09 percent in maintenance and operations tax revenue** for the district for the current year as compared to the preceding year, which is an additional \$4,255,612.”

Overall decrease of \$0.0033
from last year's rate.

...and a decrease
to the debt
service tax rate

Additional revenues will fund daily
operational costs, including student
programs, competitive salaries to retain
teachers, and maintaining educational
choices for families and students

This does not mean that the overall tax rate will increase.

WEBSITE LANGUAGE

What the Website language says:

“THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR’S TAX RATE.”

...and a decrease
to the debt
service tax rate

¹¹
This does not mean that the overall tax rate will increase.

WEBSITE LANGUAGE

What the Website language says:

“THE TAX RATE WILL EFFECTIVELY BE RAISED BY **3.37 PERCENT** AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$26.70.”

Percent Increase from
No-New Revenue M&O Tax Rate (\$0.8896)
to Proposed M&O Tax Rate (\$0.9196)

...and a decrease
in the debt
service tax rate

¹²
This does not mean that the overall tax rate will increase.

IMPACT ON LOCAL & STATE FUNDING (MAINTENANCE & OPERATIONS)

	5¢ MCR Budgeted	8¢ MCR Proposed*	Variance	Funding Per Cent
M&O Tax Rate	\$0.8896	\$0.9196		
M&O Local Revenue	\$80,096,263	\$82,830,980	\$2,737,717	\$ 911,572
M&O State Revenue	86,867,780	91,505,320	4,637,540	1,545,847
Total Formula Funding	\$166,964,043	\$174,336,300	\$7,375,257	\$2,457,419

* Requires at least 60% of members of the board voting in favor of the order AND majority of votes cast in favor of the proposition at the November 2, 2021, election.

QUESTIONS





Board of Trustees Agenda Item Information

Meeting Date: August 16, 2021

Meeting Type

- ☒ Regular Meeting
- ☐ Special Meeting/Workshop
- ☐ Hearing

Date Submitted: July 27, 2021

Agenda Placement

- | | |
|--|--|
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Administrative Report |
| <input type="checkbox"/> Open Session | <input type="checkbox"/> Consent Agenda |
| <input type="checkbox"/> Executive Session | <input type="checkbox"/> Regular Agenda |
| <input type="checkbox"/> Recognition | <input checked="" type="checkbox"/> Information/Discussion |

Subject: Notice of Intent to Apply for 2020-2022 CRRSA ESSER II Federal Grant and opportunity for public comment

Executive Summary: Board Policy CB(LOCAL) requires the opportunity for public comment for its application for federal grants.

Pearland ISD is applying for the 2020-2022 CRRSA ESSER II Federal Grant as authorized by the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act of 2021, Elementary and Secondary School Emergency. The District requests public comment on the application and tentative plans for use of the funds.

The District's ESSER II allocation is \$5,709,795 (estimate prior to the State of Texas Hold Harmless Reduction in fiscal year 2020-2021) to be expended over a three-year period. The purpose of these funds is to prevent, prepare for, or respond to the COVID-19 pandemic, including its impact on the social, emotional, mental health, and academic needs of students.

The tentative plan for use of this funds is to supplant the hold harmless funding reduction from the state in fiscal year 2020-2021 for the purpose of continuing to employ existing staff; any remaining funds will be used for the same purpose throughout the grant period.

The 2020-2022 CRRSA ESSER II Federal Grant is a one-time grant and will not be a recurring fund source.

[CRRSA ESSER II information is posted here.](#)

Associated District Goal: All District Goals

Fiscal Impact:

Cost:

- ☐ Recurring
- ☒ One-Time
- ☐ No Fiscal Impact

Funding Source:

- ☐ General Fund
- ☒ Grant Funds
- ☐ Other Funds (Specify)

Fiscal Year:

Amendment Required?

- ☐ Yes
- ☒ No

Superintendent's Recommendation: That the board provide public notice and opportunity for public comment for the Notice of Intent to Apply for 2020-2022 CRRSA ESSER II Federal Grant.

Department Submitting: Curriculum & Instruction

Requested By:

Cabinet Member's Approval: Dr. Nyla Watson,
Chief Academic Officer

Donna Tate, Federal Programs/Grants
Administrator

Board Approval Required:

☐ **Yes**

☒ **No**



Board of Trustees Agenda Item Information

Meeting Date: August 16, 2021

Meeting Type

- ☒ Regular Meeting
- ☐ Special Meeting/Workshop
- ☐ Hearing

Date Submitted: July 27, 2021

Agenda Placement

- | | |
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| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Administrative Report |
| <input type="checkbox"/> Open Session | <input type="checkbox"/> Consent Agenda |
| <input type="checkbox"/> Executive Session | <input type="checkbox"/> Regular Agenda |
| <input type="checkbox"/> Recognition | <input checked="" type="checkbox"/> Information/Discussion |

Subject: Notice of Intent to Apply for 2020-2021 Federal Block Grants, including Every Student Succeeds Act (ESSA), Individual with Disabilities Act (IDEA), Perkins V, and Texas Homeless Children and Youth (TEHCY) and opportunity for public comment

Executive Summary: Board Policy, CBB (LEGAL), requires the opportunity for public comment in a timely manner for its application for federal block grants.

Pearland ISD is applying for the following federal grants in the summer of 2021:

- Every Student Succeeds Acts (ESSA), which includes all funding through the Title I; Part A, Title II, Part A; Title III, Part A; and Title IV, Part A programs
- Individuals with Disabilities Act (IDEA), Part B
- Perkins V
- Texas Homeless Children and Youth (TEHCY)

A summary of the planned use of funds for each grant can be found at the following website links:

[ESSA & TEHCY](#)
[IDEA, Part B](#)
[Perkins V](#)

Updates to the program plan, evaluations, and reports will be posted at the website links.

Associated District Goal: All District Goals

Fiscal Impact:

Cost:

- ☐ Recurring
- ☒ One-Time
- ☐ No Fiscal Impact

Funding Source:

- ☐ General Fund
- ☒ Grant Funds
- ☐ Other Funds (Specify)

Fiscal Year:

- Amendment Required?
- ☐ Yes
 - ☒ No

Superintendent's Recommendation: That the board provide public notice and opportunity for public comment for the Notice of Intent to Apply for 2020-2021 Federal Block Grants, including Every Student Succeeds Act (ESSA), Individual with Disabilities Act (IDEA), Perkins V, and Texas Homeless Children and Youth (TEHCY) by placing it on the agenda for a Public Hearing for Intent to Apply for Grant Funds.

Department Submitting: Curriculum & Instruction, Special Programs	Requested By: Jorgannie Carter, Chief Financial Officer; Dr. Toby Nix, Director of CTE; Dr. Lisa Nixon, Assistant Superintendent of Special Programs; Donna Tate, Federal Programs/Grants Administrator
Cabinet Member's Approval: Dr. Nyla Watson, Chief Academic Officer	
Board Approval Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	



Board of Trustees Agenda Item Information

Meeting Date August 16, 2021

Meeting Type

- ☒ Regular Meeting
- ☐ Special Meeting/Workshop
- ☒ Hearing

Agenda Placement

- | | |
|--|--|
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Administrative Report |
| <input checked="" type="checkbox"/> Open Session | <input type="checkbox"/> Consent Agenda |
| <input type="checkbox"/> Executive Session | <input checked="" type="checkbox"/> Regular Agenda |
| <input type="checkbox"/> Recognition | <input type="checkbox"/> Information/Discussion |

Date Submitted: August 4, 2021

Subject: Consider Resolution and Hold a Public Hearing Supporting the Extension of Pearland ISD as a “District of Innovation”

Executive Summary:

Texas public schools are inundated with state and federal unfunded and partially funded mandates in the form of regulations. The Texas legislature, during 2015 session, wisely created new flexibility titled “Districts of Innovation”. In short, districts so designated can develop a plan that provides for exemption from burdensome state regulations inhibiting the district’s goals.

Pearland ISD worked to achieve this designation in November 2016 and now seeks to renew its existence 5 years after initial implementation. The following steps are required:

1. The district must meet academic performance standards set by the state. Pearland ISD has met and exceeded those standards every year.
2. A board resolution must be passed initiating the extension process. See attached.
3. The district must convene a public hearing allowing members of the public to participate – at which the board decides whether to extend as a “district of innovation”. That hearing opportunity is available at this August 16 meeting.
4. The editing and re-approval of the DOI plan by the Administration with the affirmation of the DEIC (District Educational Improvement Committee). That committee is already established in Pearland ISD, required by law, and has voted unanimously to approve a draft of its continuation.
5. After the superintendent notifies TEA of our intent/date to vote on the plan, the Board may then vote (by a 2/3rds majority) to approve the plan (later this fall.)
6. Following final approval of the plan, the district must post it on the district website for a 30 day period to allow viewing by the public.
7. If approved by the Board, the district must also report the specific exemptions it contains - to TEA.

Here are some of the advantages in this designation:

- The Board is able to continue its control over the school year calendar. For example, the district can finish the school year before Memorial Day as parents/board desired.
- The Board can continue to favorably alter (i.e. shorten) teacher contract length and other provisions when desired.
- The district strategic plan can be more efficiently implemented in the absence of some state guidelines.
- The district can grant flexibility to teachers regarding the scheduling of their conference periods.

- The district has more flexibility with regard to use of accumulated state leave for employees – such that more individual teacher discretion is allowed.
- The district may waive some attendance related rules for students who achieve course completions – without regard for the 90% attendance rule. (In today’s world of on-line courses, such flexibility for standard in-class courses can be beneficial.)

The CURRENT District of Innovation Plan can be found at:

https://www.pearlandisd.org/cms/lib/TX01918186/Centricity/shared/district_documents/District_of_Innovation_Plan_for_Nov16_Board_Consideration.pdf

It is recommended that the Board do two things at tonight’s meeting:

1. Approve the resolution recommended.
2. Allow the public (in the form of a hearing) to comment – should anyone wish to do so.

Fiscal Impact:

Cost:

- ☐ Recurring
☐ One-Time
☒ No Fiscal Impact

Funding Source:

- ☐ General Fund
☐ Grant Funds
☐ Other Funds (Specify)

Fiscal Year:

Amendment Required?

- ☐ Yes
☒ No

Superintendent’s Recommendation:

1. **Board President:** That the Board allow any member of the public present to comment on this matter.
2. **Move that the Board approve the resolution regarding extension of designation as a “district of innovation” as presented in the Board Packet. And that the Board request the DEIC and Administration to edit and approve the final Innovation Plan for submission to the Board in Fall 2021.**

Department Submitting: Superintendent

Requested By: Superintendent, DEIC, Cabinet

Cabinet Member’s Approval: N/A

Board Approval Required: ☒ Yes ☐ No

Resolution

For Pearland ISD to Initiate the Process of Designation as a District of Innovation Under HB 1842

WHEREAS, the Pearland ISD Board of Trustees is committed to “world class” achievement for every child; and,

WHEREAS, HB 1842 provides Texas public school districts the opportunity to be designated as Districts of Innovation; and,

WHEREAS, Texas districts designated as Districts of Innovation may be exempted from a number of state statutes; and,

WHEREAS, the Pearland ISD Board of Trustees has a long-standing practice of supporting innovation for the benefit of students; and,

WHEREAS, the Pearland ISD Board of Trustees believes that it can be a better decision-making body for students when it has freedom and unfettered financial resources to exercise local control over the decision-making process; and,

WHEREAS, HB 1842 requires districts seeking to be designated as Districts of Innovation to develop a local innovation plan; and,

WHEREAS, the Pearland ISD Board of Trustees believes that a local innovation plan, if created, should be developed in sync with the District’s strategic plan; and,

WHEREAS, before considering the creation of a local innovation plan, the Pearland ISD Board of Trustees conducts a public hearing at the August 16, 2021 meeting to receive any feedback from District stakeholders.

NOW, THEREFORE BE IT RESOLVED THAT the Pearland Independent School District Board of Trustees on August 16, 2021, initiates the process of exploring and considering designation of the District as a District of Innovation under HB 1842.

Approved by the Pearland ISD Board of Trustees at the August 16, 2021 meeting by a vote of __ to __.

SEAN MURPHY
Board President

JEFF BARRY
Board Vice President

REBECCA DECKER
Board Secretary



Board of Trustees Agenda Item Information

Meeting Date: August 16, 2021

Meeting Type

- ☒ Regular Meeting
- ☐ Special Meeting/Workshop
- ☐ Hearing

Date Submitted: August 10, 2021

Agenda Placement

- | | |
|--|--|
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Administrative Report |
| <input checked="" type="checkbox"/> Open Session | <input checked="" type="checkbox"/> Consent Agenda |
| <input type="checkbox"/> Executive Session | <input type="checkbox"/> Regular Agenda |
| <input type="checkbox"/> Recognition | <input type="checkbox"/> Information/Discussion |

Subject: Approve Minutes of the June 8, 2021 Regular Board Meeting, July 7, 2021 Special Board Meeting, August 2, 2021 Special Board Meeting and August 6, 2021 Special Board Meeting

Executive Summary: Minutes of the June 8, 2021 Regular Board Meeting, July 7, 2021 Special Board Meeting, August 2, 2021 Special Board Meeting and August 6, 2021 Special Board Meeting are submitted for your review.

Associated District Goal: N/A

Fiscal Impact:

Cost:

- ☐ Recurring
- ☐ One-Time
- ☒ No Fiscal Impact

Funding Source:

- ☐ General Fund
- ☐ Grant Funds
- ☐ Other Funds (Specify)

Fiscal Year:

Amendment Required?

- ☐ Yes
- ☒ No

Superintendent's Recommendation: That the Minutes of the June 8, 2021 Regular Board Meeting, July 7, 2021 Special Board Meeting, August 2, 2021 Special Board Meeting and August 6, 2021 Special Board Meeting be approved as submitted.

Department Submitting: Superintendent's Office

Requested By: John P. Kelly, Ph.D.

Cabinet Member's Approval: John Kelly, Ph.D.

Board Approval Required: ☒ Yes ☐ No

Pearland Independent School District
Regular Meeting of the Board of Trustees
June 8, 2021

The Board of Trustees of the Pearland Independent School District met in regular session on Tuesday, June 8, 2021 at 5:00 p.m. at 1928 North Main Street, Pearland, Texas in accordance with Chapter 551 of the Government Code.

The meeting was also livestreamed on the district YouTube Channel.

Opening	1.0 After noting that a quorum was present, President Murphy opened the meeting at 5:03 p.m.
Establishment of a Quorum	2.0 Trustee Sean Murphy, President Trustee Jeff Barry, Vice-President Trustee Crystal Carbone Trustee Toni Carter Trustee Kris Schoeffler
Members Absent	Trustee Rebecca Decker, Secretary Trustee Lance Botkin
Executive Council Present	Superintendent Dr. John Kelly Chief Financial Officer Ms. Jorgannie Carter Chief Academic Officer Dr. Nyla Watson Senior Assistant Superintendent Sonia Serrano Senior Assistant Superintendent Dr. Brenda Waters Assistant Superintendent Mr. Larry Berger Assistant Superintendent Dr. Lisa Nixon
Recording Secretary	Mrs. Gina Guzzetta
Closed Session	3.0 – President Murphy convened the board in Closed Session at 5:04 p.m. in accordance with Section 551.001 A. Section 551.071 - Private Consultation with the Board's Attorney Regarding any Item Listed on the Agenda B. Section 551.072 – Discussing purchase, exchange, lease or value of real property C. Section 551.074 - Personnel Discussion 1. Employment of Professional and Instructional Personnel 2. Review Resignations D. Section 551.076 Considering the Deployment, Specific Occasions for, or Implementation of, Security Personnel or Devices E. 551.082 – Consider Discipline of a Public School Child, or Complaint or Charge Against Personnel

Superintendent Dr. John Kelly and Executive Director Dr. Sundie Dahlkamp participated in closed session with the board in regard to all items listed.

Open Session **4.0** - The board reconvened in open session at 6:00 p.m. Absent: Secretary Decker and Trustee Botkin

Action on Closed Session Items **6.0**

- A motion was made by Trustee Carbone and seconded by Secretary Carter that the board accepts and approve the superintendent's recommendation for employment of personnel as presented.

Motion carried 5-0 Absent: Secretary Decker and Trustee Botkin

President Murphy introduced Jason Karim as the new Associate Principal at Dawson High School; Rodney McFarland as the new Assistant Principal at Dawson High School and Melissa Ward the new district Director of Testing Accountability and Program Evaluation.

He also welcomed Ed Thompson former board member and State Representative and former board members who were in attendance for the purpose of honoring Bobbie Dawson.

Public Comment **7.0** – A link to the public comment form was made available prior to the board meeting at: <https://www.pearlandisd.org/publiccomment>. The deadline to submit the completed form was prior to 5:00 p.m. on Monday, June 7, 2021 for anyone who wished to address the Board of Trustees on an agenda or non-agenda item.

No one requested to address the board

Introductory Remarks **5.0** – Trustee Carter led the Pledge of Allegiance to the American and Texas Flags. She thanked the teachers for navigating a hard year.

Board Recognition **9.0** –

- Dr. Kelly announced after 38 years of service to Pearland ISD Superintendent Executive Assistant and Secretary to the Board of Trustees Bobbie Dawson will be retiring at the end of June. A summary of Ms. Dawson's accomplishments while in Pearland ISD was noted. President Murphy and others offered congratulatory comments.

Board Member Committee Report/Items for Future Consideration **10.0** No reports were presented

Consent Agenda

President Murphy asked if members of the board would like to remove an item from the consent agenda.

- Vice President Berry asked to remove Agenda Item 11.A.6
- A motion was made by Trustee Schoeffler and seconded by Trustee Carbone that consent agenda items 11.A. 1-5 be approved as presented.

Approval of Minutes **11.A.1** – That the minutes for the May 18, 2021 Regular Board Meeting, and May 11, 2021 Workshop/Meeting be approved as presented.

Teacher Appraisal Calendar **11.A.2** - That the Pearland ISD T-TESS appraisal calendar be approved by the board of trustees for the 2021-2022 school year

Teacher Appraisal List **11.A.3** - That the list of certified teacher appraisers for T-TESS be approved by the board of trustees for the 2021-2022 school year.

Purchase of Instructional Materials **11.A.4** - That the board of trustees approve purchase of Instructional Materials utilizing Pearland ISD RFP Contract #20-0630-24 for Instructional Supplies, Teaching Aids & Printed Material from Houghton Mifflin Harcourt in the amount of \$274,045.21.

Budget Amendment #6 **11.A.5** - That the Board approves Budget Amendment #6 as presented.

Motion on the items presented carried 5-0 Absent: Secretary Decker and Trustee Botkin

Purchases that Aggregate \$75000 **11.A.6** – Trustee Berry removed the item for clarification on technology expenditures and reoccurring costs and how we can take advantage of cost savings. Dr. Kelly reassured that the technology department is working on the future of technology with more details to follow.

A discussion followed.

- Purchase utilizing Region 5 Contract #20200203 for Telecommunications Equipment, Supplies and/or Services with Integration Partners Corporation for annual telephone/voice maintenance renewal fees in the amount of \$125,126 (Fund 199). Detailed quote can be viewed at <https://adobe.ly/3fEK0I5>
- Purchase utilizing BuyBoard Contract #573-18 for Instructional Materials and Classroom Teaching Supplies and Equipment with Edgenuity for online credit recovery courseware in the amount of \$114,980. Credit recovery courseware provides read aloud capabilities for students, teacher lectures, lesson demonstrations, and translations for English Language learners. Software may be utilized for credit recovery, summer school and the Summer School

Now after school program, and special needs and homebound students (Fund 199).

- Purchase utilizing CTPA Killeen ISD Contract #20-22-07-141 for Software-All Types with Frontline Education for IEP and Section 504 management, absence and substitute management and recruitment and hiring management in the amount of \$147,489 (Fund 199). Detailed quote can be viewed at <https://adobe.ly/3yFqcpj>
- Purchase utilizing Pearland ISD Contract #19-00509-06 for Maintenance and Custodial Supplies and Services with Allied Fire Protection for annual inspection of fire equipment and kitchen hoods on Pearland ISD campuses in the amount of \$77,802 (Fund 199). Detailed quote can be viewed at <https://adobe.ly/2RSmdVK>
- Purchase utilizing Region 5 Contract #20200504 for HVAC Capital Equipment, Supplies, and/or Services with Unify Energy Solutions, LLC for building automation and energy management system maintenance at Pearland ISD campuses and administration building in the amount of \$86,700 (Fund 199). Detailed quote can be viewed at <https://adobe.ly/3fWnaUU>
- Contract renewal under Pearland ISD RFCSP #14-1212-07 for Leasing, Maintenance and Monitoring of Installed Security Alarm Equipment and Monitoring of Fire Alarm Equipment with Electronic Security Service for annual burglar alarm system monitoring at Pearland ISD facilities in the amount of \$185,241 for year 2 of 5 (Fund 199).
- Purchase utilizing Choice Partners Contract #21/019SG-05 for HVAC Equipment and Supplies with Joe W. Fly Company, Inc. for air filters for Pearland ISD buildings in the amount of \$89,129 (Fund 199).

A motion was made by Vice President Berry and Trustee Carbone that the board of trustees approve the recommended single, budgeted purchases exceeding \$75,000 as listed in the attached CH Local report.

Motion carried 5-0 Absent: Secretary Decker and Trustee Botkin

Regular Agenda

TASB Delegate Assembly

11.B.1. – TASB's Delegate Assembly, composed of school district trustees from across Texas, is a crucial component of its governance structure. During the assembly delegates cast votes on resolutions that provide direction to the TASB Board and staff in representing school district interests before state and national policy makers.

- A motion was made by Trustee Schoeffler and second by Trustee Carbone that the board appoint Trustee Carter as the delegate for

the 2021 TASB Delegate Assembly and Trustee Barry as the alternate delegate.

Motion carried 5-0 Absent: Secretary Decker and Trustee Botkin

**Education
Foundation
Appointment**

11.B.2 – Dr. Kelly stated annually a member of the board of trustees is asked to serve as a voting member on the Pearland ISD Education Foundation Board of Directors. Charles Gooden Jr. recently served as the Pearland ISD Trustee on the Foundation Board.

- A motion was made by Vice President Berry and seconded by Trustee Carter that the board of trustees appoint Trustee Botkin to serve on the Pearland Independent School District Education Foundation Board of Directors.

Motion carried 5-0 Absent: Secretary Decker and Trustee Botkin

**Resolution for
Cash
Defeasance**

11.B.3. – Pearland ISD's Bond advisors have identified additional savings through a proposed cash defeasance of Series 2014 & 2017 Bonds; the attached resolution allows the district to defease \$6,330,000 of such bonds (Series 2014 Bonds \$2,330,000 and Series 2017 Bonds \$4,000,000).

The net result of this action will provide substantial savings to taxpayers in tax year 2022 by providing us an opportunity to lower the I&S tax rate to an estimated \$0.3956 and \$4 million of savings to taxpayers.

John Robuck with BOK Financial Securities discussed this item with the board of trustees.

- A motion was made by Trustee Schoeffler and seconded by Trustee Carbone that the board of trustees approve a Resolution providing for the Defeasance and Calling for Redemption Certain Currently Outstanding Obligations Designated as "Pearland Independent School District Unlimited Tax Schoolhouse Bonds, Series 2014" and "Pearland Independent School District Unlimited Tax School Building Bonds, Series 2017"; directing that district officials effectuate the defeasance of these obligations; authorizing the execution of an escrow agreement; delegating to certain district officials and staff the authority to effectuate matters herein resolved.

Motion carried 5-0 Absent: Secretary Decker and Trustee Botkin

Public Meeting

8.0 - The following was discussed:

- Budget and Proposed Tax Rate
- 2021-2022 Proposed Annual Budget

President Murphy determined there were no members of the public that wished to address the board before concluding the hearing. CFO Carter then presented information provided in the agenda.

**2021-2022
Budget/Tax
Ratification**

11.B.4. – Administration presented and discussed the proposed 2021-2022 budget on April 20 and May 11 to the board of trustees. The District published the proposed budget on Wednesday, May 26, 2021 in The Reporter News and the District's website and conducted this Public Hearing on June 8, 2021 as required by law, giving the opportunity for taxpayer comments.

A copy of the District's Proposed Annual Budget for fiscal year 2021-2022 was included in the agenda

This item also gave the board the opportunity to discuss consideration of a Tax Ratification Election.

A discussion followed with CFO Carter responding to questions/concerns presented by members of the board.

- A motion was made by Trustee Schoeffler and seconded by Trustee Carter that the board approve the fiscal year 2021-2022 budget for the district's General Fund, Food Service Fund and Debt Service Fund as presented with the intention of holding a budget workshop in September 2021.

Motion carried 5-0 Absent: Secretary Decker and Trustee Botkin

Administrative Reports

**Update on
Matters
Associated
with COVID-19
Realities**

12.A - There were no recent developments requiring a verbal update at this time. A brief discussion followed.

- Dashboard figures – The school year ended on May 28, 2021 with only 7 total testing positive out of the approximately 24,000 population of staff and students.
- Graduation proceeded safely and without incident at NRG Stadium.
- Per the Governor's mandate, masks became universally optional for all students and staff beginning on June 5, 2021. That ruling supersedes all previous communications by the school district administration.
- Summer school begins the week of June 7.
- Pearland ISD will continue to work with those entities willing to provide vaccinations to students and parents. The district has been contacted by both Kroger and HEB to provide such services and the district is offering use of our facilities for that purpose. In addition, the school district has volunteered to serve as a vaccination site, through Region IV – though it is not yet clear whether that opportunity will materialize.

**ESSER III
Report**

12.B - Pearland ISD is applying for the 2020-2023 American Rescue Plan (ARP) Elementary and Secondary School Emergency Relief (ESSER III) Grant. This agenda item provides the board an update on the application, information/priorities received from stakeholders, and an opportunity for the Board to discuss use of these anticipated funds.

The district provided public notice with the opportunity for comment through a survey posted on the [ESSER program web page](#). The survey and web page were initially posted May 20, 2021, and the survey was available to the public until 5:00 PM May 27, 2021. An email was sent to all district employees, and Skyward emails were sent to parents and students. There was also a link to the ESSER webpage and survey posted on the district landing page splash from May 20-27, 2021. Information with the survey link was also posted to the district's social media accounts.

The next steps for the grant will be for district administration to prioritize the use of funds using the input from the stakeholder feedback (from the survey, trustees, and public comment at the board meeting) and begin drafting the application.

**GT Advisory
Update Report**

12.C - Over the course of the 2020-2021 school year, the Gifted/Talented Advisory Council (GTAC), was established to evaluate the district's compliance with the Texas State Plan for the Education of Gifted/Talented students. This committee is comprised of teachers, administrators, district parents, and community members that represent all grade bands, the district's diversity, and contains members from most campuses across Pearland ISD. District and campus leaders nominated the individuals invited to join the committee, with some suggestions from initial founding members.

GTAC committee members will meet throughout the 2021-2022 school year in both full committee and subcommittee formats. The same steps the committee followed to review Part 1 of the State Plan will be taken to review each subsequent part of the State Plan to evaluate district compliance on all fronts.

**Financial
Statement
Report**

12.D – The written Financial Statement Report was included in the agenda to provide a Fiscal Year 2020-2021 update as of the period ending April 30, 2021.

The report included an Interim Statement of Revenues and Expenditures for all appropriated funds (e.g. General Fund, Food Service Fund, and Debt Service Fund) as well as an Analysis of Tax Revenue and Collections as well as an Analysis of Tax Revenue and Collections.

**Bond Financial
Update**

12.E – An updated copy of the 2016 Bond Budget and Projections Report was included in the agenda.

Adjournment

13.0 -The meeting adjourned at 8:37 pm.

We affirm that these minutes are official, complete and correct.

Sean Murphy
President

Rebecca Decker
Secretary

Date Minutes Approved _____

Date Signed by Officers _____

Pearland Independent School District
Regular Meeting of the Board of Trustees
July 7, 2021

The Board of Trustees of the Pearland Independent School District conducted a special meeting on Wednesday, July 7, 2021 at 10:00 a.m. in the Board Room of the Administrative Offices located at 1928 North Main Street, Pearland, Texas in accordance with Chapter 551 of the Government Code.

Opening **1.0** After noting that a quorum was present, President Murphy opened the meeting at 10:04 a.m.

Establishment of a Quorum **2.0**
Trustee Sean Murphy, President
Trustee Rebecca Decker, Secretary
Trustee Lance Botkin
Trustee Crystal Carbone
Trustee Toni Carter

Members Absent Trustee Jeff Barry, Vice President
Trustee Kristofer Schoeffler

Executive Council Present Superintendent John Kelly
Dr. Sundie Dahlkamp, Executive Director for Human Resource Services
Larry Berger, Assistant Superintendent for Support Services
Tanya Dawson, General Counsel

Recording Secretary Gina Guzzetta

Closed Meeting **3.0** – President Murphy convened the board in Closed Session at 10:05 a.m. in accordance with Section 551.001
 A. Section 551.071 - Private Consultation with the Board's Attorney Regarding any Agenda Item
 B. Section 551.072 – Discussing Purchase, Exchange, Lease or Value of Real Property
 C. Section 551.074 - Personnel Discussion
 1. Employment of Professional and Instructional Personnel
 2. Review Resignations

Superintendent Dr. John Kelly participated in closed session with board in regards to all items.

Executive Director for Human Resource Services, Sundie Dahlkamp participated in closed session with the board in regards to all items.

Assistant Superintendent for Support Services, Larry Berger participated in closed session with the board in regards to Section 551.072 (Real Property).

Open Session

4.0 –The board reconvened in open session at 11:05 a.m.

Action on Closed Session

5.0- A motion was made by Trustee Carbone and seconded by Secretary Decker that the board accepts and approves the superintendent's recommendation for Employment of Personnel as presented

Motion carried 5-0. Absent: Trustee Barry and Trustee Schoeffler

Regular Agenda

TASB Local Policy DC

6.0– Administration Recommends a change to policy to allow superintendent to extend offers to contractual employees without board approval between the dates of June to August for positions under the level of Principal. Communication will be sent to board members about personnel hired this way. Dr Dahlkamp and Mrs. Dawson spoke on the policy change.

- A motion was made by Trustee Carbone and seconded by Secretary Decker that the board approves the change to the TASB Local Policy DC for the superintendent to approve contractual employees without board approval between the dates of June to August under the level of Principal. This policy will be reviewed annually in May.

Adjournment

Motion carried 5-0. Absent: Trustee Barry and Trustee Schoeffler

7.0 -The meeting adjourned at 11:25 a.m.

We affirm that these minutes are official, complete and correct.

Sean Murphy
President

Rebecca Decker
Secretary

Date Minutes Approved _____

Date Signed by Officers _____

Pearland Independent School District
Special Meeting of the Board of Trustees
August 2, 2021

The Board of Trustees of the Pearland Independent School District conducted a special meeting on Wednesday, August 2, 2021 at 8:30 am in the Board Room of the Administrative Offices located at 1928 North Main Street, Pearland, Texas in accordance with Chapter 551.001 of the Government Code.

Opening	1.0 After noting that a quorum was present, President Murphy opened the meeting at 8:38 am
Establishment of a Quorum	2.0 Trustee Sean Murphy, President Trustee Jeff Barry, Vice President (arrived 8:54 am, exited at 12:25 pm) Trustee Rebecca Decker, Secretary Trustee Lance Botkin (Joined Via Videoconference exited at 11:44 am) Trustee Crystal Carbone Trustee Toni Carter Trustee Kristofer Schoeffler (Joined Via Videoconference – exited at 10:08 am, returned at 10:21 am, exited at 10:52 am, returned at 11:00 am exited at 11:42 am)
Members Absent	No members were absent
Executive Council Present	Dr. John Kelly, Superintendent Tanya Dawson, General Counsel
Recording Secretary	Gina Guzzetta
Closed Meeting	3.0 – President Murphy convened the board in Closed Session at 8:39 am in accordance with Section 551.001 (Actual closed session beginning time 9:02 am due to videoconference connection delay) A. Section 551.071 - Private Consultation with the Board's Attorney Regarding any Agenda Item B. Section 551.074 - Personnel Discussion 1. Employment of Professional and Instructional Personnel 2. Review Resignations C. Section 551.082 – Consider Discipline of a Public School Child, or Complaint or Charge Against Personnel Lisa McBride, Board Counsel, Thompson and Horton participated in closed session with the board in regard to all items.

Dr. John Kelly, Superintendent participated in closed session with the board from 9:10 am to 10:00 am

Tanya Dawson, General Counsel participated in closed session with the board from 11:45 am to 12:27 pm

Open Session **4.0** –The board reconvened in open session at 12:28 pm

Action on Closed Session **5.0** – No action was taken.

Adjournment **6.0** -The meeting adjourned at 12:28 pm

We affirm that these minutes are official, complete and correct.

Sean Murphy
President

Rebecca Decker
Secretary

Date Minutes Approved _____

Date Signed by Officers _____

Pearland Independent School District
Special Meeting of the Board of Trustees
August 6, 2021

The Board of Trustees of the Pearland Independent School District conducted a special meeting on Friday, August 6, 2021 at 9:00 am in the Board Room of the Administrative Offices located at 1928 North Main Street, Pearland, Texas in accordance with Chapter 551.001 of the Government Code.

Opening **1.0** After noting that a quorum was present, President Murphy opened the meeting at 9:00 am

Establishment of a Quorum **2.0**
Trustee Sean Murphy, President
Trustee Rebecca Decker, Secretary
Trustee Lance Botkin
Trustee Crystal Carbone
Trustee Toni Carter (arrived at 9:02 am)
Trustee Kristofer Schoeffler

Members Absent Trustee Jeff Barry, Vice President

Recording Secretary Gina Guzzetta

Closed Meeting **3.0** – President Murphy convened the board in Closed Session at 9:01 am in accordance with Section 551.001
 A. Section 551.071 - Private Consultation with the Board's Attorney Regarding any Agenda Item
 B. Section 551.074 - Personnel Discussion
 1. Receive and Consider Investigation Report
 2. Consider Employment of Superintendent

Lisa McBride of Thompson and Horton, Board Counsel, participated in closed session with the board in regard to all items.

Melanie Charleston of Walsh Gallegos, participated in closed session with the board in regard to B1 of the agenda until 9:57 am.

Open Session **4.0** –The board reconvened in open session at 10:53 am

Action on Closed Session **5.0** – No action was taken.

Adjournment **6.0** -The meeting adjourned at 10:53 pm

We affirm that these minutes are official, complete and correct.

Sean Murphy
President

Rebecca Decker
Secretary

Date Minutes Approved _____

Date Signed by Officers _____



Board of Trustees Agenda Item Information

Meeting Date August 16, 2021

Meeting Type

- ☒ Regular Meeting
- ☐ Special Meeting/Workshop
- ☐ Hearing

Date Submitted: August 12, 2021

Agenda Placement

- | | |
|--|--|
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Administrative Report |
| <input checked="" type="checkbox"/> Open Session | <input checked="" type="checkbox"/> Consent Agenda |
| <input type="checkbox"/> Executive Session | <input type="checkbox"/> Regular Agenda |
| <input type="checkbox"/> Recognition | <input type="checkbox"/> Information/Discussion |

Subject: Approve to Change the Date of the Scheduled November 2021, January 2022 and May 2022 Regular Board Meetings

Executive Summary: Administration is recommending delaying the date of the November 2021 meeting date from November 9, 2021 to November 15, 2021 due to canvassing results of November 2, 2021 VATRE election.

Administration is recommending modifying the standard board calendar to move the scheduled Regular Board Meeting from January 11, 2022 to January 18, 2022. PISD Christmas Break is December 20, 2021– December 31, 2021 creating a short timeline to finalize the agenda.

Administration is recommending delaying the May board meeting in lieu of having two meetings due to canvassing of votes. The regular board meeting is generally held on the second Tuesday of the month and a special meeting is scheduled on the fourth Tuesday of the month to administer the oath of office to the newly elected board members. Recommendation is being made to modify the standard board calendar to combine the scheduled Regular and Special Board Meeting and schedule a meeting for May 24, 2021.

Fiscal Impact:

Cost:

- ☐ Recurring
- ☐ One-Time
- ☒ No Fiscal Impact

Funding Source:

- ☐ General Fund
- ☐ Grant Funds
- ☐ Other Funds (Specify)

Fiscal Year:

- Amendment Required
- ☐ Yes
 - ☐ No

Superintendent Recommendation: That the board of trustees approve the modification in the 2021-2022 school board meeting calendar: to move the following scheduled Regular Board Meetings from November 9, 2021 to November 15, 2021, January 11, 2022 to January 18, 2022, and May 10, 2022 to May 24, 2022.

Department Submitting: Superintendent

Requested By: Dr. John Kelly

Cabinet Member's Approval: N/A

Board Approval Required: ☒ Yes ☐ No

**Pearland ISD Board of Trustees
Meeting Schedule
2021-2022**

Regular Board Meetings Per Local Policy BE: Regular meetings of the Board of Trustees shall be held on the second Tuesday of each month at 5:00 p.m. When determined necessary and for the convenience of Trustees, **the Board President may change the date or time of a regular meeting.** The notice for that meeting shall reflect the changed date or time.

Listed below are the regular board meeting dates for the 2021-2022 school year – (***)denotes modified changes approved by the board of trustees).

August 16, 2021

September 14, 2021

October 12, 2021

*****November 15, 2021**

December 14, 2021

*****January 18, 2022**

February 8, 2022

March 8, 2022

April 12, 2022

*****May 24, 2022**

June 14, 2022

July, 2022 – No Regular Board Meeting

Special Board Meetings Per Local Policy BE: The time and place of special and emergency meetings shall be as set out in the notice for the meeting. The President of the Board shall call special meetings at the President's discretion or on request by two members of the Board. Special board meetings are set for the fourth [4th] Tuesday of the month if necessary.

Updated 8/12/2021

Approved:

AUGUST 2021

1	2	3n	4n	5n	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER 2021

			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER (H) 2021

					1	2
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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER 2021

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

DECEMBER 2021

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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JANUARY 2022

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30	31					

FEBRUARY 2022

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20	21	22	23	24	25	26
27	28					

MARCH 2022

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APRIL 2022

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MAY 2022

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15	16	17	18	19	20	21
22	23	24	25	26	27g	28
29	30	31				

JUNE 2022

			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

JULY 2022

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10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						



2021 - 22 SCHOOL YEAR



Holidays

September 6 (Labor Day)
November 22 – 26 (Thanksgiving)
December 20 – 31 (Christmas)
January 17 (Martin Luther King, Jr.)
March 14 – 18 (Spring Break)
April 15 - 18 (Easter Break)
May 30 (Memorial Day)
July 4 (Independence Day)



Staff In-service

(No school for students)

August 3 - 5 (New Teacher Orientation)
August 10 – 16 (Staff Development)
August 17 (Workday)
September 7 (Staff Development)
October 11 (Staff Development)
January 3 - 4 (Staff Development)
January 5 (Workday)
February 21 (Staff Development)
May 27 (Workday)

[] Grading Periods

First Semester (80 days)
1st August 18 – October 15
2nd October 18 – December 17
Second Semester (92 days)
3rd January 6 – March 11
4th March 21 – May 26



Early Release

December 17
May 26

Report Cards

October 20
January 5
March 23
May 26 (KG - 4)
June 3 (5 - 12)

Progress Reports

September 10 February 2
September 29 February 24
November 10 April 13
December 8 May 4

* STAAR Testing (SUBJECT TO CHANGE)
< > TELPAS (Assessment Window)
n New Teacher Orientation

g Graduation
H October is Pearland History Month

Revised 5/21/2021



Board of Trustees Agenda Item Information

Meeting Date: August 16, 2021

Meeting Type

- ☒ Regular Meeting
☐ Special Meeting/Workshop
☐ Hearing

Agenda Placement

- | | |
|--|--|
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Administrative Report |
| <input checked="" type="checkbox"/> Open Session | <input checked="" type="checkbox"/> Consent Agenda |
| <input type="checkbox"/> Executive Session | <input type="checkbox"/> Regular Agenda |
| <input type="checkbox"/> Recognition | <input type="checkbox"/> Information/Discussion |

Date Submitted: August 9, 2021

Subject: Approve Participation in CCISD's Interlocal Agreement for Cooperative Purchasing for General Foods and Full Service Food Distribution for Procurement of Milk, Bread, Groceries, Product, Paper and Chemicals for the 2021-2022 School Year

Executive Summary: The Clear Creek Independent School District administers an Interlocal Purchasing Cooperative for General Foods and Full Service Food Distribution whereby school districts from the area combine their purchasing power to buy high-volume items resulting in cost savings to the participating districts. Pearland ISD Food Service Department has utilized the interlocal agreement for the past ten years and wishes to participate again during the 2021-2022 school year.

Pearland ISD Food Service Department completes an analysis of the food purchase to create a forecast and projection for annual food purchases. Below are the vendors Food Services will utilize under the Clear Creek Cooperative to procure food products for the 2021-2022 school year.

Vendor	Commodity	Estimated Annual Purchase
Borden	Milk and Assorted Juices	\$481,936
Kurz	Bread Products	\$60,000
Labatt	Grocery, Produce, Paper and Chemical Products	\$2,600,000
	Total	\$3,141,936

Please see the attached pricing from the Clear Creek ISD's awarded contracts with Borden, Kurz and Labatt produce, chemicals and top 50 grocery and paper products. Detail breakdown of the cost estimate is attached. [Cost Estimate](#)

Purchases are in compliance with Texas Education Code Ch. 44.031 Purchasing Contracts, Texas Department of Agriculture National School Lunch Program and Board Policy CH (Local) Policy.

Associated District Goals:

- WCG#2 - Pearland ISD will support the physical and mental health of all students and staff.

Fiscal Impact:

Cost:

- ☐ Recurring
☒ One-Time
☐ No Fiscal Impact

Funding Source:

- ☐ General Fund
☐ Grant Funds (224 IDEA B)
☒ National School Breakfast & Lunch Program (240)

Fiscal Year:

Amendment Required?

- ☐ Yes
☒ No

Superintendent's Recommendation: That the board of trustees approves the use of the Clear Creek ISD Interlocal Purchasing Cooperative for General Foods and Full Services Distribution's contracts with Borden, Kurz and Labatt for the procurement of milk products, bread, groceries, produce, paper and chemical products for the 2021-2022 school year.

Department Submitting: Purchasing/Moniki Mason	Requested By: Dorothy Simpson
Cabinet Member's Approval: Jorgannie Carter	
Board Approval Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	



Board of Trustees Agenda Item Information

Meeting Date: August 16, 2021

Meeting Type

- ☒ Regular Meeting
- ☐ Special Meeting/Workshop
- ☐ Hearing

Agenda Placement

- | | |
|--|--|
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Administrative Report |
| <input checked="" type="checkbox"/> Open Session | <input checked="" type="checkbox"/> Consent Agenda |
| <input type="checkbox"/> Executive Session | <input type="checkbox"/> Regular Agenda |
| <input type="checkbox"/> Recognition | <input type="checkbox"/> Information/Discussion |

Date Submitted: August 9, 2021

Subject: Approve Procured Budgeted Purchases that Aggregate \$75,000 or More

Executive Summary: Policy CH (Local) states that any single, budgeted purchase of goods or services that costs \$75,000 or more, regardless of whether the goods or services are competitively procured, shall require Board approval before a transaction may take place.

Administration seeks approval from the board for single purchases totaling \$75,000 or more as listed below and detailed in the attached CH (Local) report:

- Ratification of purchase utilizing Buy Board Contract #579-19 for Telecommunications Equipment, Products, Services and Software with Tyler Technologies, Inc. for annual system management support and software fees in the amount of \$105,344. (Fund 199)
- Approval of purchase utilizing Choice Partners Contract #21/031KN-50 for Internet Access with PS Lightwave for dark fiber maintenance in the amount of \$81,300. (Fund 199)
- Approval of purchase utilizing OMNIA Partners Contract #R160201 for Technology and Interactive White Boards with CDW-G, LLC for lightspeed classroom management in the amount of \$77,910. (Fund 199)
- Approval of purchase utilizing Buy Board Contract #644-21 for Audio Visual Equipment and Supplies with Ford Audio-Visual Systems, LLC for the auditorium light system at Dawson High School in the amount of \$125,420. (Fund 617) Detailed quote can be viewed at <https://adobe.ly/3m1H0TF>
- Approval of agreements between PISD and Shiloh Treatment Center, Inc. utilizing Pearland ISD Contract #19-0411-03 for Special Programs Contracted Services to provide adaptive behavior and life skills services to students with disabilities in the amount of \$288,596.80. (Fund 224) Detailed contracts can be viewed at <https://adobe.ly/2Vld0Rz>
- Approval of agreements between PISD and Avondale House utilizing Pearland ISD Contract #19-0411-03 for Special Programs Contracted Services to provide educational and speech therapy services to students within PISD's speech program in the amount of \$96,255. (Fund 224) Detailed contracts can be viewed at <https://adobe.ly/3xC0tfD>
- Ratification of purchase utilizing Pearland ISD Contract RFCSP #08-0228-13 for Institutional Software with Skyward Systems for annual license renewal fees in the amount of \$230,780. (Fund 199)

Purchases are in compliance with Texas Education Code Ch. 44.031 Purchasing Contracts and Board Policy CH (Local) Policy.

Associated District Goals: <ul style="list-style-type: none"> • WCG#1 - Pearland ISD will continue to make student academic performance its top priority, through data, technology, and differentiated instruction. • WCG#2 - Pearland ISD will support the physical and mental health of all students and staff. 		
Fiscal Impact: Cost: <ul style="list-style-type: none"> <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> One-Time <input type="checkbox"/> No Fiscal Impact 	Funding Source: <ul style="list-style-type: none"> <input checked="" type="checkbox"/> General Fund <input checked="" type="checkbox"/> Grant Funds (224 IDEA B) <input checked="" type="checkbox"/> Series 2017 Bond <input type="checkbox"/> Capital Projects (Fund 698) 	Fiscal Year: Amendment Required? <ul style="list-style-type: none"> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Superintendent's Recommendation: That the board of trustees approves the recommended single, budgeted purchases exceeding \$75,000 as listed in the attached CH Local report.		
Department Submitting: Purchasing/Moniki Mason		Requested By: Jon-Paul Este, Lisa Nixon. Tom Bell
Cabinet Member's Approval: Jorgannie Carter		
Board Approval Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

PEARLAND INDEPENDENT SCHOOL DISTRICT
CH LOCAL REPORT FOR SINGLE PURCHASE OVER \$75,000 FOR FISCAL YEAR 2020-2021
August 16, 2021 - BOARD MEETING

Vendor Name	Product/Service	Procurement Method	Funding Source	FY 21-22 Expenditure	FY 20-21 Expenditure	Contract Information
Tyler Technologies, Inc.*	System Support and updates	Interlocal Agreement	199	\$105,344	\$100,456	Buy Board Contract #579-19 for Telecommunications Equipment, Products, Services and Software
PS Lightwave	Dark Fiber Maintenance	Interlocal Agreement	199	\$81,300	\$75,300	Choice Partners Contract #21/031KN-50 for Internet Access
CDW-G, LLC	Lightspeed Classroom Management	Interlocal Agreement	199	\$77,910		OMNIA Partners Contract #R160201 for Technology and Interactive White Boards
Ford Audio-Video Systems, LLC	Auditorium Light System	Interlocal Agreement	617	\$125,420		Buy Board Contract #644-21 for Audio Visual Equipment and Supplies
Shiloh Treatment Center, Inc.	Day School and Educational Services	Professional Services Agreement	224	\$288,597	\$238,813	Pearland ISD Contract #19-0411-03 for Special Programs Contracted Services
Avondale House	Speech Therapy Services	Interlocal Agreement	224	\$96,255	\$190,680	Pearland ISD Contract #19-0411-03 for Special Programs Contracted Services
Skyward, Inc.*	Annual License Renewal	Request for Proposal	199	\$230,780	\$222,325	Pearland ISD Contract #08-0228-13 for Institutional Software

*Ratified Expenditure



Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

THIS IS NOT AN INVOICE PROFORMA

Empowering people who serve the public®

Questions

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

Company	Order No.	Date	Page
045	153282	03/05/2021	1 of 2

To: Pearland Independent School District
Attn: Leslie Skweres
1928 North Main
Pearland, TX 77581

Ship To: Pearland Independent School District
Attn: Leslie Skweres
1928 North Main
Pearland, TX 77581

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 41186		Net 30	USD	ELEC	

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: PEARLAND ISD, TX							
1 Renewal: MUNOSDBA TYLER SYSTEM MANAGEMENT SERVICES SUPPORT Maintenance Plan: ; Start: 09/01/2021, End: 08/31/2022; Term: 12 months	No	1	1	EA	20,528.76	.00	20,528.76
2 Renewal: MUN-CAL-TMNT TYLER UNLIMITED CLIENT ACCESS MAINTENANCE Maintenance Plan: ; Start: 09/01/2021, End: 08/31/2022; Term: 12 months	No	1	1	EA	2,700.00	.00	2,700.00
3 Renewal: MUN-RS-TRS-MNT SUPPORT & UPDATE LICENSING - TYLER REPORTING SERVICES Maintenance Plan: ; Start: 09/01/2021, End: 08/31/2022; Term: 12 months	No	1	1	EA	5,131.02	.00	5,131.02
4 Renewal: MUN-RB-GB-MNT SUPPORT & UPDATE LICENSING - GENERAL BILLING Maintenance Plan: ; Start: 09/01/2021, End: 08/31/2022; Term: 12 months	No	1	1	EA	1,539.30	.00	1,539.30
5 Renewal: MUN-RB-AR-MNT SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance Plan: ; Start: 09/01/2021, End: 08/31/2022; Term: 12 months	No	1	1	EA	3,386.48	.00	3,386.48
6 Renewal: MUN-FIN-FA-MNT SUPPORT & UPDATE LICENSING - FIXED ASSETS Maintenance Plan: ; Start: 09/01/2021, End: 08/31/2022; Term: 12 months	No	1	1	EA	3,694.33	.00	3,694.33
7 Renewal: TCM-SE-MNT SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE Maintenance Plan: ; Start: 09/01/2021, End: 08/31/2022; Term: 12 months	No	1	1	EA	6,157.22	.00	6,157.22
8 Renewal: MUN-HR-HR-MNT SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Maintenance Plan: ; Start: 09/01/2021, End: 08/31/2022; Term: 12 months	No	1	1	EA	6,157.22	.00	6,157.22
9 Renewal: MUN-FIN-INV-MNT SUPPORT & UPDATE LICENSING - INVENTORY Maintenance Plan: ; Start: 09/01/2021, End: 08/31/2022; Term: 12 months	No	1	1	EA	3,386.48	.00	3,386.48



Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

THIS IS NOT AN INVOICE PROFORMA

Empowering people who serve the public®

Questions

Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Fax: 1-866-673-3274
Email: ar@tylertech.com

Company	Order No.	Date	Page
045	153282	03/05/2021	2 of 2

No.	Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
10	Renewal: MUN-RS-MO-MNT SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance Plan: ; Start: 09/01/2021, End: 08/31/2022; Term: 12 months	No	1	1	EA	2,616.84	.00	2,616.84
11	Renewal: MUN-FIN-ACGL-MNT SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance Plan: ; Start: 09/01/2021, End: 08/31/2022; Term: 12 months	No	1	1	EA	16,085.73	.00	16,085.73
12	Renewal: MUNSUPPORT-D-PD SUPPORT & UPDATE LICENSING - PROFESSIONAL DEVELOPMENT Maintenance Plan: ; Start: 09/01/2021, End: 08/31/2022; Term: 12 months	No	1	1	EA	2,370.53	.00	2,370.53
13	Renewal: MUN-FIN-PUR-MNT SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance Plan: ; Start: 09/01/2021, End: 08/31/2022; Term: 12 months	No	1	1	EA	3,694.33	.00	3,694.33
14	Renewal: MUN-FIN-REQ-MNT SUPPORT & UPDATE LICENSING - REQUISITIONS Maintenance Plan: ; Start: 09/01/2021, End: 08/31/2022; Term: 12 months	No	1	1	EA	3,078.63	.00	3,078.63
15	Renewal: MUN-RS-RTD-MNT SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD Maintenance Plan: ; Start: 09/01/2021, End: 08/31/2022; Term: 12 months	No	1	1	EA	2,616.84	.00	2,616.84
16	Renewal: MUN-HR-PR-MNT SUPPORT & UPDATE LICENSING - PAYROLL WITH EMPLOYEE SELF SERVICE Maintenance Plan: ; Start: 09/01/2021, End: 08/31/2022; Term: 12 months	No	1	1	EA	14,007.69	.00	14,007.69
17	Renewal: MUN-HR-TMK-MNT SUPPORT & UPDATE LICENSING - TIMEKEEPING INTERFACE Maintenance Plan: ; Start: 09/01/2021, End: 08/31/2022; Term: 12 months	No	1	1	EA	1,693.24	.00	1,693.24
18	Renewal: MUN-FIN-CASH-MNT SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT Maintenance Plan: ; Start: 09/01/2021, End: 08/31/2022; Term: 12 months	No	1	1	EA	3,078.63	.00	3,078.63
19	Renewal: MUNFM-SUP-D TYLER FORM PROCESSING SUPPORT Maintenance Plan: ; Start: 09/01/2021, End: 08/31/2022; Term: 12 months	No	1	1	EA	3,420.68	.00	3,420.68

Does not include any applicable taxes

Order Total: 105,343.95

Comments: Upon acceptance please email your purchase order to PO@tylertech.com



Invoice

Number:	RC00075768
Page:	1
Date:	6/10/2021

Bill PEARLAND ISD
 To: GREG BARTAY- A/P DEPT
 P.O. BOX 7
 PEARLAND, TX 77588
 USA

Reference - P.O. No.	Customer No.	Service Period	Due Date
22101233	101280	July 2021 - June 2022	August 01, 2021

Description/Comments	Quantity	UOM	Unit Price	Amount
FUNDING YEAR 2021: 471 # 211004136 FRN # 2199003824 Billed Entity # (BEN): 141354 BEAR PROGRAM PARTICIPANT TOTAL PROGRAM YEAR PRE-DISCOUNT AMOUNT: \$81,300 BEAR DISCOUNT REIMBURSEMENT: 50% CONTRACT: PLW-15199 SERVICE START DATE: 6/1/2019 DARK FIBER MAINTENANCE includes 4 SINGLE MODE FIBER to ESC and 2 SINGLE MODE FIBERS to Alexander MS from the Sites below: 1. Turner HS, 4715 Bailey 2. ESC, 1928 N. Main St., 3. Cockerell ES, 3500 McHard 4. Magnolia ES, 5350 Magnolia 5. Pearland JH East, 2315 Old Alvin 6. Maintenance Bldg., 1702 Mykwaya 7. Lawson ES, 5810 Brookside 8. Challenger ES, 9434 Hughes Ranch 9. Silverlake ES, 2550 CR90 10. Rogers MS, 3211 Manvel 11. Carlestone ES, 3010 Harley 12. Jamison MS, 2506 Woody 13. Massey Ranch ES, 3900 Manvel Rd. 14. Pearland HS, 3735 S. Main				
	12.00	EA	\$ 6,775.00	\$ 81,300.00



Invoice

Number: RC00075768
Page: 2
Date: 6/10/2021

Bill To: PEARLAND ISD
GREG BARTAY- A/P DEPT
P.O. BOX 7
PEARLAND, TX 77588
USA

Reference - P.O. No.	Customer No.	Service Period	Due Date
22101233	101280	July 2021 - June 2022	August 01, 2021

Description/Comments	Quantity	UOM	Unit Price	Amount
15. Rustic Oak ES, 1302 Rustin Ln. 16. Shadycrest ES, 2405 Shady Bend 17. Harris ES, 2314 Shielder 18. PACE, 2314 Old Alvin Rd. 19. Dawson HS, 2050 Cullen 20. Alexander MS, 30001 Old Alvin Rd.				

Remit To:
PS Lightwave, Inc.
5959 Corporate Dr., Suite 3300
Houston, TX 77036
(832) 615-7703
AR@pslightwave.com

Tax & Fee Details
49

Subtotal	\$	81,300.00
Total taxes & fees		
Total amount	\$	81,300.00
Payment received		
Discount taken		
Amount due	\$	81,300.00

Thank You for Your Business

QUOTE CONFIRMATION



DEAR PEARLAND ISD,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MGSX144	7/28/2021	LIGHTSPEED ALERT & CLASSROOM	1181643	\$77,910.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Lightspeed Alert - subscription license (1 year) - 1 license Mfg. Part#: ALRT-1 Electronic distribution - NO MEDIA Contract: NIPA ESCR4 Tech & IWB Solutions Products/Services (R160201)	21000	6427658	\$1.91	\$40,110.00
Lightspeed Classroom Management - subscription license (1 year) - 1 license Mfg. Part#: CLRM-1 Electronic distribution - NO MEDIA Contract: NIPA ESCR4 Tech & IWB Solutions Products/Services (R160201)	21000	6380377	\$1.80	\$37,800.00

PURCHASER BILLING INFO	SUBTOTAL	\$77,910.00
Billing Address: PEARLAND INDEPENDENT SCHOOL DISTRIC BUSINESS OFFICE PO BOX 7 PEARLAND, TX 77588-0007 Phone: (281) 485-3203 Payment Terms: NET 30 Days-Govt/Ed	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$77,910.00
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	
DELIVER TO		
Shipping Address: PEARLAND INDEPENDENT SCHOOL DISTRIC 1928 N MAIN ST PEARLAND, TX 77581-3306 Shipping Method: ELECTRONIC DISTRIBUTION		

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



CDW Account Team - Mike and Matt

(866) 222-4918

mikeandmatt@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$77,910.00	\$2,088.77/Month	\$77,910.00	\$2,412.87/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2021 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Dawson HS Auditorium Light System Quote Recap

Vendor	Project Total
Ford Audio-Video Systems, LLC	\$125,420.00
Techland Houston/Costume Worx	\$147,087.50
Texas Scenic Co.	\$147,245.00

PEARLAND INDEPENDENT SCHOOL DISTRICT
CONFLICT OF INTEREST STATEMENT

CH Local Report
August 16, 2021 Agenda Item

Vendor	Product/Service	Purchase Amount	Fund	Procurement Method/ Contract Number
Ford Audio-Video Systems, LLC	Auditorium Light System	\$125,420	617	Buy Board Contract #644-21 for Audio Visual Equipment and Supplies

Neither the Purchasing Director, Moniki Mason, the Fine Arts Coordinator, Victor Raygoza nor the Director of Fine Arts, Tom Bell have a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the vendors who are recommended for the purchases aforementioned.

Moniki Mason

Moniki Mason
Director of Purchasing

8/9/2021

Date

Victor Raygoza

Victor Raygoza (Aug 9, 2021 15:17 CDT)

Victor Raygoza
Fine Arts Coordinator

Aug 9, 2021

Date

Thomas Bell

Thomas Bell (Aug 9, 2021 15:17 CDT)

Tom Bell
Director of Fine Arts

Aug 9, 2021

Date

**CONTRACT BY AND BETWEEN
PEARLAND INDEPENDENT SCHOOL DISTRICT
AND
SHILOH TREATMENT CENTER, INC.**

PERIOD: August 16, 2021 to May 27, 2022 (180 days)

AMOUNT: \$63,364.20

CLIENT (STUDENT):

This contract and agreement is entered into by and between Pearland Independent School District, hereinafter called "School District", and Shiloh Treatment Center, Inc., hereinafter called "Contractor", for the purpose of providing services to one handicapped person who is a resident of the State of Texas and meets age eligibility according to IDEA regulations.

The Contractor will provide the specialized facilities and personnel necessary to furnish all services covered by this contract.

During the contract period, if the Contractor becomes unable to or fails to provide specialized facilities or personnel necessary under this contract, the School District may withhold payment to Contractor until Contractor does provide the required facilities or personnel.

The School District and the Contractor agree and understand that the parent(s) or guardian(s) of this student have voluntarily given their permission for this student to receive the following indicated services provided by this contract agreement.

- A. Day School
- B. Educational Services
- C. Related Services (where specified)

The School District will pay to the Contractor for its complete and satisfactory performance of this contract for all services covered by this contract. This sum shall be payable in monthly installments in the amount specified in each monthly billing. Shiloh will continue the regular rate through any transition, or shortened day agreements.

The School District will maintain the eligibility folder. The School District will compile and send to the Contractor copies of the following items, on a routine basis:

- | | |
|--|--|
| 1. ARD | 5. reintegration plan |
| 2. notice of ARD | 6. notice of assessments |
| 3. individual transition plan | 7. current psychological |
| 4. comprehensive individual assessment | 8. current contract, properly executed |

**CONTRACT BY & BETWEEN
PEARLAND INDEPENDENT SCHOOL DISTRICT AND SHILOH TREATMENT CENTER, INC.**

The local district is responsible for overseeing implementation of the IEP and provides annual re-evaluation of appropriateness of the instructional arrangement.

The Contractor will maintain records and accounts to assure a proper accounting to the School District of all monies, state and federal, applicable to this contract. The Contractor will compile and furnish to the School District any reports that the School District requires to comply with applicable laws, rules, and regulations of the State of Texas and the Texas State Board of Education and any other evaluative information the School District requires.

The term of this contract shall begin on **August 16, 2021**, and end not later than **May 27, 2022**. The contract may be terminated by mutual agreement of the parties once it has been determined that such is the proper course of action based upon an Admission, Review, and Dismissal Committee meeting. Should Shiloh Non Public School lose the approval status with the Texas Education Agency the current contract may be terminated.

Additionally, should said student become medically fragile or it is determined that they are under the influence of illegal drugs or drugs not prescribed by an attending physician said student will be subject to immediate discharge in accordance with local, federal or state laws.

In the event that the contract is terminated prior to the date specified above, fees and charges shall be pro-rated to the date of discharge plus thirty days. The facility provides all services specified in the contract with the school district(s) without charge to the parents, surrogates, guardians, or adult student.

This instrument constitutes the entire agreement by and between the parties for the purpose of accomplishing the results and objectives herein contained and as stated in the Admission, Review, and Dismissal Committee report, and any alteration thereof, or addition, or deletion, shall be by addendum hereto in writing and executed by the parties.

The Contractor agrees that funds will be utilized in accordance with the attached cost analysis sheet.

Payments should be sent to the following address:

Shiloh Treatment Center, Inc.
P.O. Box 84469
Pearland, TX 77584-0011

Notices required by this agreement shall be made in writing and delivered to the parties to and at:

"Contractor"

Shiloh Treatment Center, Inc.
Attn: Brenda Gardner - Valdes
4242 Old Massey Ranch Rd
Manvel, TX 77578

CONTRACT BY & BETWEEN
PEARLAND INDEPENDENT SCHOOL DISTRICT AND SHILOH TREATMENT CENTER, INC.

"School District"

Pearland Independent School District
Attn:
Office of Special Education
PO Box 7
Pearland, TX 77581

Notwithstanding any provisions or conditions in this contract to the contrary, this contract in all its particulars is subject to and governed by all Texas State Laws and Texas State Board of Education Policies, and any recourse to judicial action under this contract shall be in the courts of the State of Texas to the exclusion of all other courts.

ACCEPTED and APPROVED on behalf of **Shiloh Treatment Center, Inc.** this the 25th day of June, 2021.

BY: B. Gardner

TITLE: Chief Operating Officer

ACCEPTED and APPROVED on behalf of **Pearland Independent School District** this the _____ day of _____, 2021.

BY: _____

TITLE: _____

CONTRACT BY & BETWEEN
PEARLAND INDEPENDENT SCHOOL DISTRICT AND SHILOH TREATMENT CENTER, INC.

SHILOH TREATMENT CENTER, INC.

COST ANALYSIS

August 16, 2021 to May 27, 2022 (180 days)

DISTRICT: Pearland Independent School District

STUDENT:

SERVICES	Daily	Weekly	Monthly	Totals
Education Services	\$28.69			\$5,164.20
Behavior Therapy				
Related Services				
<i>Individual Therapy</i>				
<i>In Home/Parent Training</i>				
<i>Physical Therapy</i>				
<i>Occupational Therapy 15 min 2 of each 9 weeks (8)</i>	\$210.00			\$1,680.00
<i>Speech 20min 2 per week (72)</i>		\$220.00		\$7,920.00
<i>LRE Transition Therapy</i>				
School Health Services			\$180.00	\$1,800.00
Psychological Services				
Residential Services				
Day Programming	\$260.00			\$46,800.00
<i>Extended Day Services</i>				
Respite 24 Hours				
Contract Total				\$63,364.20

***Changes in services approved by the ARD committee could result in changes to the monthly payment.
An addendum will be submitted should this occur.

**CONTRACT BY AND BETWEEN
PEARLAND INDEPENDENT SCHOOL DISTRICT
AND
SHILOH TREATMENT CENTER, INC.**

PERIOD: August 16, 2021 to May 27, 2022 (180 days)

AMOUNT: \$66,444.20

CLIENT (STUDENT):

This contract and agreement is entered into by and between **Pearland Independent School District**, hereinafter called "School District", and **Shiloh Treatment Center, Inc.**, hereinafter called "Contractor", for the purpose of providing services to one handicapped person who is a resident of the State of Texas and meets age eligibility according to IDEA regulations.

The Contractor will provide the specialized facilities and personnel necessary to furnish all services covered by this contract.

During the contract period, if the Contractor becomes unable to or fails to provide specialized facilities or personnel necessary under this contract, the School District may withhold payment to Contractor until Contractor does provide the required facilities or personnel.

The School District and the Contractor agree and understand that the parent(s) or guardian(s) of this student have voluntarily given their permission for this student to receive the following indicated services provided by this contract agreement.

- A. Day School
- B. Educational Services
- C. Related Services (where specified)

The School District will pay to the Contractor for its complete and satisfactory performance of this contract for all services covered by this contract. This sum shall be payable in monthly installments in the amount specified in each monthly billing. Shiloh will continue the regular rate through any transition, or shortened day agreements.

The School District will maintain the eligibility folder. The School District will compile and send to the Contractor copies of the following items, on a routine basis:

- | | |
|--|--|
| 1. ARD | 5. reintegration plan |
| 2. notice of ARD | 6. notice of assessments |
| 3. individual transition plan | 7. current psychological |
| 4. comprehensive individual assessment | 8. current contract, properly executed |

**CONTRACT BY & BETWEEN
PEARLAND INDEPENDENT SCHOOL DISTRICT AND SHILOH TREATMENT CENTER, INC.**

The local district is responsible for overseeing implementation of the IEP and provides annual re-evaluation of appropriateness of the instructional arrangement.

The Contractor will maintain records and accounts to assure a proper accounting to the School District of all monies, state and federal, applicable to this contract. The Contractor will compile and furnish to the School District any reports that the School District requires to comply with applicable laws, rules, and regulations of the State of Texas and the Texas State Board of Education and any other evaluative information the School District requires.

The term of this contract shall begin on **August 16, 2021**, and end not later than **May 27, 2022**. The contract may be terminated by mutual agreement of the parties once it has been determined that such is the proper course of action based upon an Admission, Review, and Dismissal Committee meeting. Should Shiloh Non Public School lose the approval status with the Texas Education Agency the current contract may be terminated.

Additionally, should said student become medically fragile or it is determined that they are under the influence of illegal drugs or drugs not prescribed by an attending physician said student will be subject to immediate discharge in accordance with local, federal or state laws.

In the event that the contract is terminated prior to the date specified above, fees and charges shall be pro-rated to the date of discharge plus thirty days. The facility provides all services specified in the contract with the school district(s) without charge to the parents, surrogates, guardians, or adult student.

This instrument constitutes the entire agreement by and between the parties for the purpose of accomplishing the results and objectives herein contained and as stated in the Admission, Review, and Dismissal Committee report, and any alteration thereof, or addition, or deletion, shall be by addendum hereto in writing and executed by the parties.

The Contractor agrees that funds will be utilized in accordance with the attached cost analysis sheet.

Payments should be sent to the following address:

Shiloh Treatment Center, Inc.
P.O. Box 84469
Pearland, TX 77584-0011

Notices required by this agreement shall be made in writing and delivered to the parties to and at:

"Contractor"

Shiloh Treatment Center, Inc.
Attn: Brenda Gardner - Valdes
4242 Old Massey Ranch Rd
Manvel, TX 77578

CONTRACT BY & BETWEEN
PEARLAND INDEPENDENT SCHOOL DISTRICT AND SHILOH TREATMENT CENTER, INC.

"School District"

Pearland Independent School District
Attn:
Office of Special Education
PO Box 7
Pearland, TX 77581

Notwithstanding any provisions or conditions in this contract to the contrary, this contract in all its particulars is subject to and governed by all Texas State Laws and Texas State Board of Education Policies, and any recourse to judicial action under this contract shall be in the courts of the State of Texas to the exclusion of all other courts.

ACCEPTED and APPROVED on behalf of **Shiloh Treatment Center, Inc.** this the ____ day
of _____, 2021.

BY: _____

TITLE: Chief Operating Officer

ACCEPTED and APPROVED on behalf of **Pearland Independent School District** this the
____ day of _____, 2021.

BY: _____

TITLE: _____

CONTRACT BY & BETWEEN
PEARLAND INDEPENDENT SCHOOL DISTRICT AND SHILOH TREATMENT CENTER, INC.

SHILOH TREATMENT CENTER, INC.

COST ANALYSIS

August 16, 2021 to May 27, 2022 (180 days)

DISTRICT: Pearland Independent School District

STUDENT: _____

SERVICES	Daily	Weekly	Monthly	Totals
Education Services	\$28.69			\$5,164.20
Behavior Therapy				
Related Services				
<i>Individual Therapy</i>				
<i>In Home/Parent Training 60 min 4 per year (4)</i>	\$300.00			\$1,200.00
<i>Physical Therapy</i>				
<i>Occupational Therapy 15 min 4 of each 9 weeks (16)</i>	\$210.00			\$3,360.00
<i>Speech 20 min 2 per week (72)</i>		\$220.00		\$7,920.00
<i>LRE Transition Therapy</i>				
School Health Services			\$110.00	\$1,100.00
Psychological Services				
Residential Services				
Day Programming	\$265.00			\$47,700.00
<i>Extended Day Services</i>				
Respite 24 Hours				
Contract Total				\$66,444.20

***Changes in services approved by the ARD committee could result in changes to the monthly payment. An addendum will be submitted should this occur.

**CONTRACT BY AND BETWEEN
PEARLAND INDEPENDENT SCHOOL DISTRICT
AND
SHILOH TREATMENT CENTER, INC.**

PERIOD: August 16, 2021 to May 27, 2022 (180 days)

AMOUNT: \$78,244.20

CLIENT (STUDENT):

This contract and agreement is entered into by and between Pearland Independent School District, hereinafter called "School District", and Shiloh Treatment Center, Inc., hereinafter called "Contractor", for the purpose of providing services to one handicapped person who is a resident of the State of Texas and meets age eligibility according to IDEA regulations.

The Contractor will provide the specialized facilities and personnel necessary to furnish all services covered by this contract.

During the contract period, if the Contractor becomes unable to or fails to provide specialized facilities or personnel necessary under this contract, the School District may withhold payment to Contractor until Contractor does provide the required facilities or personnel.

The School District and the Contractor agree and understand that the parent(s) or guardian(s) of this student have voluntarily given their permission for this student to receive the following indicated services provided by this contract agreement.

- A. Day School
- B. Educational Services
- C. Related Services (where specified)

The School District will pay to the Contractor for its complete and satisfactory performance of this contract for all services covered by this contract. This sum shall be payable in monthly installments in the amount specified in each monthly billing. Shiloh will continue the regular rate through any transition, or shortened day agreements.

The School District will maintain the eligibility folder. The School District will compile and send to the Contractor copies of the following items, on a routine basis:

- | | |
|--|--|
| 1. ARD | 5. reintegration plan |
| 2. notice of ARD | 6. notice of assessments |
| 3. individual transition plan | 7. current psychological |
| 4. comprehensive individual assessment | 8. current contract, properly executed |

**CONTRACT BY & BETWEEN
PEARLAND INDEPENDENT SCHOOL DISTRICT AND SHILOH TREATMENT CENTER, INC.**

The local district is responsible for overseeing implementation of the IEP and provides annual re-evaluation of appropriateness of the instructional arrangement.

The Contractor will maintain records and accounts to assure a proper accounting to the School District of all monies, state and federal, applicable to this contract. The Contractor will compile and furnish to the School District any reports that the School District requires to comply with applicable laws, rules, and regulations of the State of Texas and the Texas State Board of Education and any other evaluative information the School District requires.

The term of this contract shall begin on **August 16, 2021**, and end not later than **May 27, 2022**. The contract may be terminated by mutual agreement of the parties once it has been determined that such is the proper course of action based upon an Admission, Review, and Dismissal Committee meeting. Should Shiloh Non Public School lose the approval status with the Texas Education Agency the current contract may be terminated.

Additionally, should said student become medically fragile or it is determined that they are under the influence of illegal drugs or drugs not prescribed by an attending physician said student will be subject to immediate discharge in accordance with local, federal or state laws.

In the event that the contract is terminated prior to the date specified above, fees and charges shall be pro-rated to the date of discharge plus thirty days. The facility provides all services specified in the contract with the school district(s) without charge to the parents, surrogates, guardians, or adult student.

This instrument constitutes the entire agreement by and between the parties for the purpose of accomplishing the results and objectives herein contained and as stated in the Admission, Review, and Dismissal Committee report, and any alteration thereof, or addition, or deletion, shall be by addendum hereto in writing and executed by the parties.

The Contractor agrees that funds will be utilized in accordance with the attached cost analysis sheet.

Payments should be sent to the following address:

Shiloh Treatment Center, Inc.
P.O. Box 84469
Pearland, TX 77584-0011

Notices required by this agreement shall be made in writing and delivered to the parties to and at:

"Contractor"

Shiloh Treatment Center, Inc.
Attn: Brenda Gardner - Valdes
4242 Old Massey Ranch Rd
Manvel, TX 77578

CONTRACT BY & BETWEEN
PEARLAND INDEPENDENT SCHOOL DISTRICT AND SHILOH TREATMENT CENTER, INC.

"School District"

Pearland Independent School District
Attn:
Office of Special Education
PO Box 7
Pearland, TX 77581

Notwithstanding any provisions or conditions in this contract to the contrary, this contract in all its particulars is subject to and governed by all Texas State Laws and Texas State Board of Education Policies, and any recourse to judicial action under this contract shall be in the courts of the State of Texas to the exclusion of all other courts.

ACCEPTED and APPROVED on behalf of **Shiloh Treatment Center, Inc.** this the 25th day of June, 2021.

BY: B. G. J. J. E. D.

TITLE: Chief Operating Officer

ACCEPTED and APPROVED on behalf of **Pearland Independent School District** this the _____ day of _____, 2021.

BY: _____

TITLE: _____

CONTRACT BY & BETWEEN
PEARLAND INDEPENDENT SCHOOL DISTRICT AND SHILOH TREATMENT CENTER, INC.

SHILOH TREATMENT CENTER, INC.

COST ANALYSIS

August 16, 2021 to May 27, 2022 (180 days)

DISTRICT: Pearland Independent School District

STUDENT:

SERVICES	Daily	Weekly	Monthly	Totals
Education Services	\$28.69			\$5,164.20
Behavior Therapy				
Related Services				
<i>Individual Therapy 45min per week (36)</i>		\$130.00		\$4,680.00
<i>In Home/Parent Training</i>				
<i>Physical Therapy</i>				
<i>Occupational Therapy</i>				
<i>Speech</i>				
<i>LRE Transition Therapy</i>				
School Health Services			\$180.00	\$1,800.00
Psychological Services				
Residential Services				
Day Programming	\$370.00			\$66,600.00
<i>Extended Day Services</i>				
Respite 24 Hours				
Contract Total				\$78,244.20

***Changes in services approved by the ARD committee could result in changes to the monthly payment.
An addendum will be submitted should this occur.

**CONTRACT BY AND BETWEEN
PEARLAND INDEPENDENT SCHOOL DISTRICT
AND
SHILOH TREATMENT CENTER, INC.**

PERIOD: August 16, 2021 to May 27, 2022 (180 days)

AMOUNT: \$80,544.20

CLIENT (STUDENT):

This contract and agreement is entered into by and between Pearland Independent School District, hereinafter called "School District", and Shiloh Treatment Center, Inc., hereinafter called "Contractor", for the purpose of providing services to one handicapped person who is a resident of the State of Texas and meets age eligibility according to IDEA regulations.

The Contractor will provide the specialized facilities and personnel necessary to furnish all services covered by this contract.

During the contract period, if the Contractor becomes unable to or fails to provide specialized facilities or personnel necessary under this contract, the School District may withhold payment to Contractor until Contractor does provide the required facilities or personnel.

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| 2. notice of ARD | 6. notice of assessments |
| 3. individual transition plan | 7. current psychological |
| 4. comprehensive individual assessment | 8. current contract, properly executed |

**CONTRACT BY & BETWEEN
PEARLAND INDEPENDENT SCHOOL DISTRICT AND SHILOH TREATMENT CENTER, INC.**

The local district is responsible for overseeing implementation of the IEP and provides annual re-evaluation of appropriateness of the instructional arrangement.

The Contractor will maintain records and accounts to assure a proper accounting to the School District of all monies, state and federal, applicable to this contract. The Contractor will compile and furnish to the School District any reports that the School District requires to comply with applicable laws, rules, and regulations of the State of Texas and the Texas State Board of Education and any other evaluative information the School District requires.

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This instrument constitutes the entire agreement by and between the parties for the purpose of accomplishing the results and objectives herein contained and as stated in the Admission, Review, and Dismissal Committee report, and any alteration thereof, or addition, or deletion, shall be by addendum hereto in writing and executed by the parties.

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"Contractor"

Shiloh Treatment Center, Inc.
Attn: Brenda Gardner - Valdes
4242 Old Massey Ranch Rd
Manvel, TX 77578

CONTRACT BY & BETWEEN
PEARLAND INDEPENDENT SCHOOL DISTRICT AND SHILOH TREATMENT CENTER, INC.

"School District"

Pearland Independent School District
Attn:
Office of Special Education
PO Box 7
Pearland, TX 77581

Notwithstanding any provisions or conditions in this contract to the contrary, this contract in all its particulars is subject to and governed by all Texas State Laws and Texas State Board of Education Policies, and any recourse to judicial action under this contract shall be in the courts of the State of Texas to the exclusion of all other courts.

ACCEPTED and APPROVED on behalf of **Shiloh Treatment Center, Inc.** this the 25th day of June, 2021.

BY: B. Gordan EOD

TITLE: Chief Operating Officer

ACCEPTED and APPROVED on behalf of **Pearland Independent School District** this the _____ day of _____, 2021.

BY: _____

TITLE: _____

CONTRACT BY & BETWEEN
PEARLAND INDEPENDENT SCHOOL DISTRICT AND SHILOH TREATMENT CENTER, INC.

SHILOH TREATMENT CENTER, INC.

COST ANALYSIS

August 16, 2021 to May 27, 2022 (180 days)

DISTRICT: Pearland Independent School

District STUDENT:

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Behavior Therapy				
Related Services				
<i>Individual Therapy</i>				
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School Health Services			\$110.00	\$1,100.00
Psychological Services				
Residential Services				
Day Programming	\$350.00			\$63,000.00
<i>Extended Day Services</i>				
Respite 24 Hours				
Contract Total				\$80,544.20

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An addendum will be submitted should this occur.

Pearland ISD Out-of-District Placements

August 2021

ABS East	Campus	Cost
Student A	Secondary	\$20,605.00
Student B	Secondary	\$20,605.00
Student C	Secondary	\$20,605.00
Student D	Secondary	\$20,605.00
<i>3 open seats for new students</i>		\$61,815.00
Avondale		
Student E	Secondary	\$39,303.00
Student F	Secondary	\$56,952.00
Shiloh		
Student G	Elementary	\$66,444.20
Student H	Secondary	\$63,364.20
Student J	Secondary	\$78,244.20
Student K	Elementary	\$80,544.20
Providence		
Student L	Secondary	\$60,000.00
TOTAL		\$589,086.80

Shiloh Visits During the 2020 – 2021 School Year

- Dr. Brandon, District Psychologist, visited Shiloh weekly throughout the school year. During his visits, Dr. Brandon visited with Shiloh staff and observed Pearland ISD students. Students were engaged and evidence of student progress was observed. No concerns were noted from any of his visits.
- Additional Special Programs staff made scheduled and unscheduled visits to Shiloh including Edie Fitzgerald (Special Programs Coordinator for High School), Shelley Lesco (Special Programs Coordinator for Middle School/Junior High), Christy Weddington (Director of Special Programs), Christy Beck (Coordinator of Health Services), Amy Richardson (District Behavior Specialist), and Angela Halligan (District Behavior Specialist). Additionally, students were engaged and evidence of student progress was observed. No concerns were noted from any of these visits.
- Parents participate in quarterly staffings to discuss student progress that include the Special Programs Coordinator and Shiloh staff. No parent concerns regarding services and supports at Shiloh were expressed to Pearland ISD staff.
- Each student also had an Annual ARD meeting with parents, Pearland ISD staff and Shiloh staff.

NOTE: TEA will visit Shiloh this during the 2021 – 2022 school year as part of the 3-year reauthorization process.

Pearland ISD Out-of-District Placements

August 2021

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Shiloh		
Student G	Elementary	\$66,444.20
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NOTE: TEA will visit Shiloh this during the 2021 – 2022 school year as part of the 3-year reauthorization process.

Investigation of the Shiloh Treatment Center, Inc. – September 2020

This information was gathered after the Board of Trustees requested the district investigate Shiloh Treatment Center, Inc. to ensure they employ safe practices and provide quality services to students.

1. What agencies does Shiloh receive approval/accreditation from?

Shiloh receives approval/accreditation from the following agencies:

- Texas Education Agency (TEA) – *Approved as a Nonpublic Day School (expires 7/15/2022)*
- The Joint Commission – *Behavioral Health Care Accreditation Program*
- Texas Health and Human Services (THHS) – *License to operate as a General Residential Operation – Residential Treatment Center for Child Care Services (expires 9/6/2021)*
- Federal Governmental Agencies
- Brazoria County Health Department
- Brazoria County Code Enforcement
- Brazoria County Fire Marshall's Office

2. In addition to Pearland ISD, what other school districts does Shiloh (Non-public Day School) contract with?

As of August 2020, Shiloh contracts with Houston ISD, Alvin ISD, Pasadena ISD, Dickinson ISD, Fort Bend ISD, Hitchcock ISD, and Texas City ISD. They have previously contracted with La Porte ISD, Sante Fe ISD, Clear Creek ISD and Galveston ISD.

3. Does Shiloh do a background check on all employees?

Yes. Shiloh adheres to the requirements of TEA and Texas Health and Human Services for background checks. No employee is allowed to start work without a letter stating he or she is eligible to work in a childcare operation from the Centralized Background Check Unit (CBCU) under the Texas Health and Human Services (THHS). The Originating Agency Identification (ORI) Number for Shiloh is TX922080Z for THHC Centralized Background Check Unit and the Contractor ID for the Shiloh Treatment Center State Childcare License (CCL) Number is 517689.

In reviewing the Compliance History from Texas Health and Human Services, twenty (20) issues from eleven (11) separate incidents reported since 2016 were found. Four (4) were a result of monitoring inspections, three (3) were a result of reports made against the residential treatment center, and four (4) were a result of self-reported incidents. All issues were addressed and/or corrected.

4. Who owns and oversees the operations at the Shiloh Nonpublic Day School?

Please see the Organizational Chart (Exhibit 1). The owner and president is Clay Hill and the Director of Education is Dr. Brenda Gardner-Valdes. The Treatment Director and Principal is Erika Slater. As the owner, Clay Hill is the CEO of the company and does have daily interaction with the day school.

He primarily deals with personnel and questions and issues as they come up. There are department heads that handle daily operations under his direction.

5. Will Shiloh allow additional oversight by Pearland ISD staff?

Yes. Visits are welcome anytime. Pearland ISD staff will need to complete any COVID screening required upon arrival.

6. How does the Shiloh staff respond to the allegations of physical and mental abuse at Shiloh in addition to the four deaths that have occurred at Shiloh?

These allegations and deaths are associated with Daystar Residential, Inc. In the 1990s, Clay Hill founded Daystar (set up as a nonprofit organization that was funded by state CPS grants) and Shiloh Treatment Center which included a for-profit residential treatment facility and a nonpublic day school. C&E Investments provided separate, not joint, management personnel to Daystar and Shiloh. There were some shared interactions in terms of responses to common licensing rules, but Shiloh was under The Joint Commission, which has much more stringent standards. Behavior Training Research, Inc. was a real estate company that both companies rented property from. Daystar students received their educational program from Alvin ISD (Reach School). According to Shiloh Nonpublic Day School administrators, only one of the student deaths at Daystar was associated with the day school because that student attended the day school for academic instruction. In 2011, CPS terminated its contract with Daystar and the children were removed. Shiloh residential and day treatment was already open and remained open throughout Daystar's issues. Shiloh never had any adverse actions taken on any of its accreditations or approvals. The U.S. Department of Health and Human Services Office of Refugee Resettlement (HHS-ORR) did a nationwide search and sought out Shiloh's existing Residential Treatment Program and ultimately established a contract to serve the immigrant children. Shiloh has been contracted to house immigrant children since 2013. These students attend one of the Shiloh Day School programs, housed at the Reach Campus. Currently the Shiloh Residential Treatment facility and the Nonpublic day school operate under the Shiloh Treatment Center. Clay Hill serves as a "controlling person" for the Shiloh residential treatment facility as well as the day school.

7. Is there a website for Shiloh Treatment Center, Inc.?

Yes. The staff at Shiloh are developing a new website. Visit this link for more information - <http://www.shilohTreatmentcenter.com/>

8. Is there a map to show the separate facilities – the Shiloh Residential Treatment Center (RTC) and the Shiloh Nonpublic Day School?

Yes. See the attached map with annotations in Exhibit 2. Pearland ISD staff has been told repeatedly that the treatment center and nonpublic day school are two separate facilities and the students do not interact.

9. During the Summer of 2018 there were significant allegations made against Shiloh Treatment Center, Inc. Were there any significant findings or loss of status to any license or accreditation as a result of the investigations?

From the investigations that occurred from June 2018 – September 2018, Shiloh received no significant findings or loss of status to any license or accreditation. See Exhibit 3 for a summary of the investigations.

10. What has been Pearland ISD staff, student, and parent experience with the Shiloh Nonpublic Day School?

For the last 3 years, the Pearland ISD Special Programs Department has had a positive experience with Shiloh and our students have made documented progress at the Nonpublic Day School facility. Pearland ISD staff participate in quarterly staffings on each student and our staff have evidence of good data collection on student goals. For the last 3 years, Shiloh Nonpublic Day School has provided an individualized program, has remained knowledgeable about each student's progress towards their IEP goals, and continue to provide a level of support the other out of district placements do not provide. We have open and effective communication with Shiloh staff, and our students have received quality services. Our students have had positive experiences at Shiloh and families have stated they are pleased/satisfied with their child's placement. Unlike other out of district placements, Shiloh provides job training opportunities for students on site and off site. Campus administrators have also visited Shiloh during student Annual ARD/IEP meetings and have reported a positive experience.

11. How often will Pearland ISD Special Programs staff visit the Shiloh Nonpublic Day School?

Special Programs staff visits to Shiloh will include:

- Weekly visits by Dr. Michael Brandon, District Psychologist. Dr. Brandon will complete the *TEA Documentation of District Visit to Nonpublic School* and the *Pearland ISD Special Programs Annual/Review On-Site Visitation* forms after each visit.
- Special Programs Coordinators will attend quarterly staffings at Shiloh for each student assigned to Shiloh.
- Monthly visits by Christine Beck, School Health Coordinator.
- Quarterly visits by Christy Weddington, Director of Special Programs or Dr. Lisa Nixon, Executive Director of Special Programs.
- Monthly visits by each of the Special Programs Coordinators – Dr. Haley Beyer (elementary), Shelley Lesco (middle school/junior high), and Edie Fitzgerald (high school).
- Monthly visits by one of the District Behavior Specialists – Angela Halligan and Amy Richardson
- Special Programs staff will coordinate visits so that staff visits are made at least 2 – 3 different days per week throughout the school year.

- All Special Programs staff will immediately communicate any concerns identified during his or her visit to Dr. Nixon.

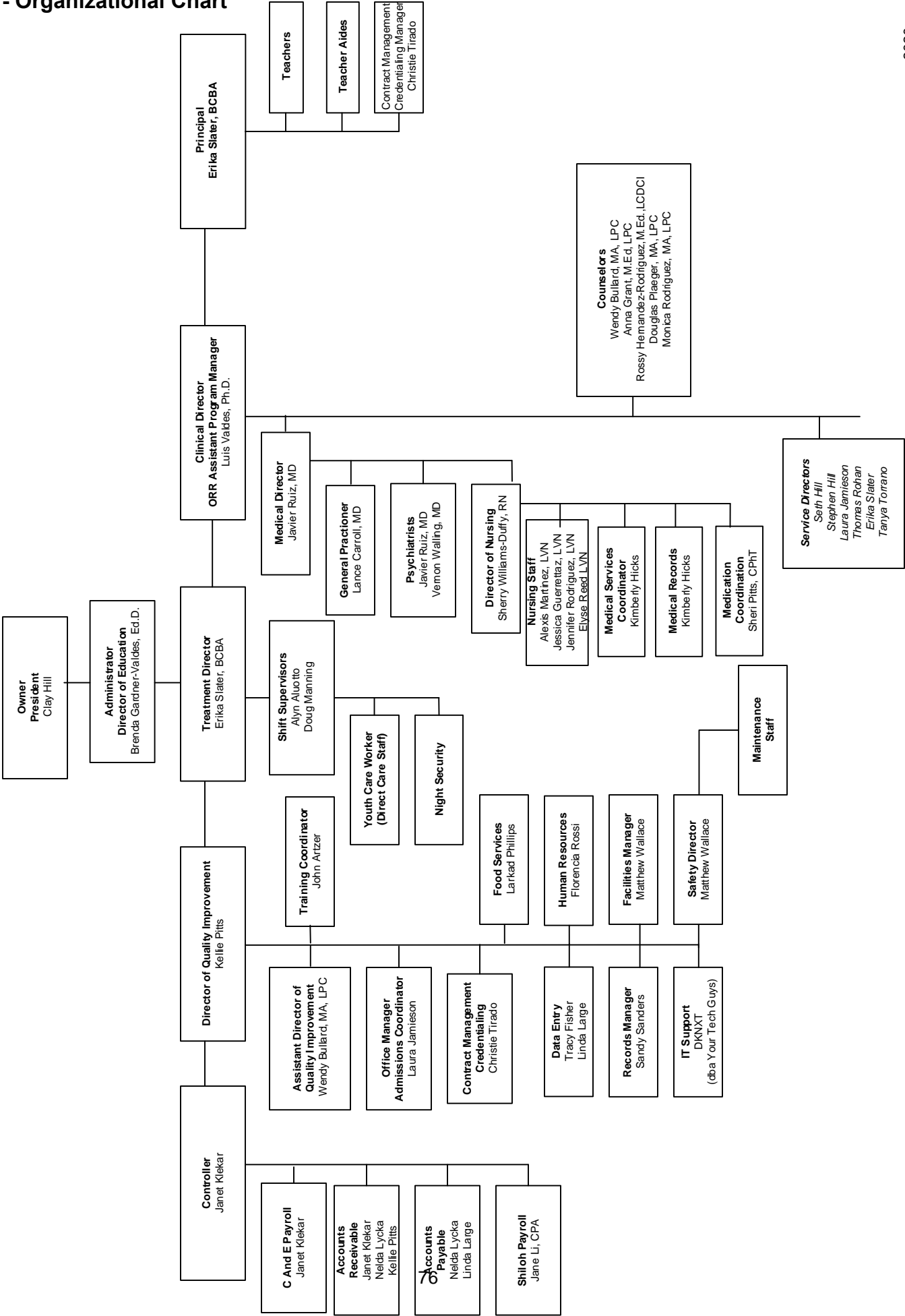
12. What would be the cost of creating a self-contained behavior unit within the district for our students currently served by Shiloh Nonpublic Day School?

Dr. Lisa Nixon met with Larry Berger and Matt Cline to investigate the cost of three options: use and modify an existing space, build a portable space, and build a new building. To address student needs, we would need two classrooms for elementary students and two classrooms for secondary students. Each classroom would need a student restroom. We discussed a central portable or new building located in the back of the PACE Center or the old ESC building. It was determined that it is difficult to renovate the old ESC area since most walls are structural, antiquated HVAC system, substandard electrical, and asbestos under the carpet. The most efficient and cost-effective option would be to build a stand-alone building at an approximate cost of \$1.5 - \$2 million. This would not include the cost of equipping all classrooms (furniture, teaching materials, audio and video recording equipment, technology, etc.) for student learning. The district would then have to add new positions to staff the self-contained behavior unit. Due to the nature of the needs of the students, this program requires a high staff to student ratio (such as 1 adult to 1-2 students). Staff needed to adequately support this program includes teachers, paraprofessionals, clerical support (secretary/receptionist), nurse, behavior specialist/BCBA, and program administrator (principal certification). To staff this behavior unit with a total of 19 positions would cost approximately \$900,000 per year and serve approximately 15 students with the most significant behavior and needs. There would also be a significant cost initially for professional development and targeted training for all staff.

Dr. Lisa Nixon and Christy Weddington have also been investigating the option to operate a facility cooperatively with surrounding districts.

Exhibit 1 - Organizational Chart

Shiloh Treatment Center, Inc.
Organizational Chart



Shiloh Treatment Center

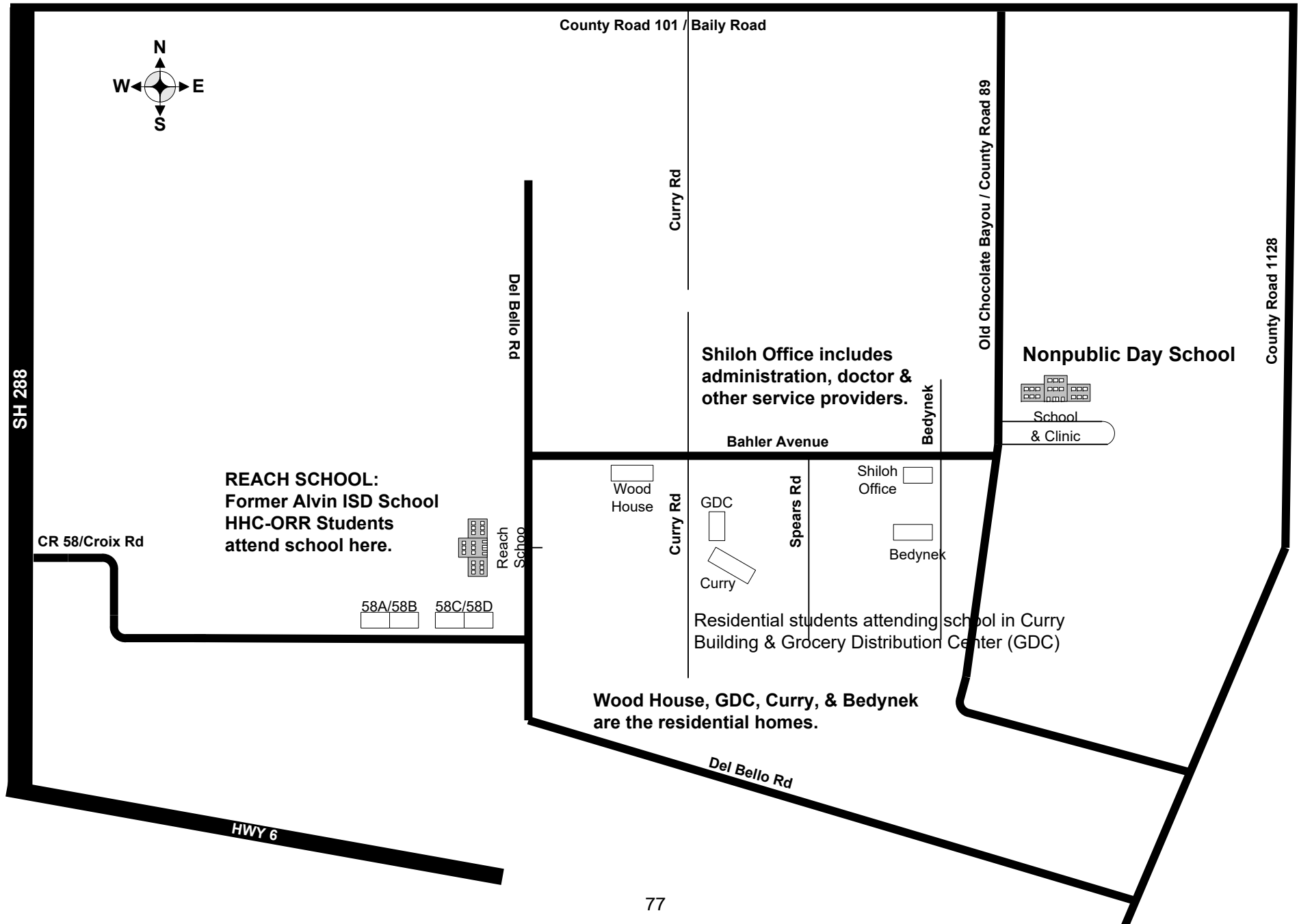


Exhibit 3 - Summary of Investigations

Updated 09/15/18

Shiloh Treatment Center, Inc. ***Investigations and Verifications of Proper Treatment***

Since June 2018, Shiloh has received an unnecessary amount of scrutiny, inspection, investigation, and oversight, all of which led to no significant findings or loss of status to any license or accreditation:

1. 06/22/18: TDPFS Investigation and Inspection
 - a. Conducted by:
 - Denise Perez, DFPS Investigator
 - Fernando Carrillo, DFPS RCCL Inspector
 - b. 07/12/18: Follow-up visit
 - Denise Perez only
 - c. No safety plan required
 - d. Result pending
2. 07/06/18: The Joint Commission
 - a. Unannounced Operational, Prevention, Quality, and Safety Review
 - Direct result of false medication allegations reported in the media
 - b. Surveyor Alice Gayle Jensen-Savoie, MA, PhD
 - c. No change in accreditation status
 - d. No report is provided exonerating organization of standards reviewed for quality and safety check (not part of The Joint Commission practice)
3. 07/19/18: Disability Rights of Texas
 - a. Dustin Rynders, Supervising Attorney
 - Additional Members
Noe Montanez, Advocate
Debbie Koopmann, Legal Secretary
 - b. No negative feedback following facility tour and client interviews
4. 07/20/18: Marie Conlan, DFPS RCCL Inspector
 - a. Investigation:
 - Child not being properly medicated
 - Child being forced to take medication
 - b. 08/31/18: Result
 - Shiloh in compliance with licensing standards
 - No deficiency cited
5. 07/20/18: Consulate Representatives from the following Countries
 - a. El Salvador
 - b. Guatemala
 - c. Mexico
6. 08/03/18: Elected Official Delegation
 - a. Pete Olson, US Congress, TX 22nd District
 - John Paul Anderson, Field Representative for Pete Olson

- b. Dodie Armstrong, Community Liaison for TX Congressman Randy Weber, TX 14th District
 - c. Debra Davidson, Mayor of City of Manvel
- 7. 08/08/18: Government Accounting Office: Grant Solutions
 - a. 08/23/18: Follow-up questions and requested documentation
 - b. No deficiencies cited
- 8. 08/09/18: Adam Layton, Special Agent, Special Investigations Unit
 - a. U.S. Department of Health and Human Services
Office of the Inspector General
Office of Investigation
Washington, DC
 - b. No written report and no decision to open an investigation
- 9. 08/14/18 to 08/15/18: Unannounced ORR Site Visit
 - a. 3 person team
 - Compliance monitor
 - Physician (from Walter Reid Hospital)
 - Standards Compliance officer
 - b. Report to be provided at a later date.
 - c. No immediate concerns to be mitigated.
- 10. 08/28/18 to 08/30/18: HHS OIG Study
 - a. 3 day facility assessment
 - b. 8 person team
 - 1 Medical Doctor
 - 1 Physician Assistant
 - 2 Federal Special Agents
 - 1 Attorney
 - 3 Analysts
 - c. Standardized Questions and Inspection Instruments
 - 1. Staff interviews
 - 2. Plant inspections
 - 3. Data collection
 - 4. Review of human resource files
 - 5. Community liaison
 - d. Debriefing on last indicated that study of 40 ORR granted facilities, of which Shiloh had been previously selected.
 - Report to be published publicly by end of 2018
- 11. 09/12/18: The Joint Commission
 - a. Phone call from The Office of Patient Quality and Safety
 - Spoke with Ms. Carol Ally
 - b. Phone investigation of issue regarding consent for medication (ORR Clients only)
 - Discussed the following topics:

1. Office of Refugee Resettlement history with Shiloh (starting contract 2009)
 2. ORR structure of leadership with providers
 3. ORR Policy and Procedure Manual and policy updates
 4. ORR standardized to Authorization for Medical, Dental, and Mental Health Care form for providers and signed by Director of Office of Refugee Resettlement (provider is designee)
 5. Shiloh's history of compliance with ORR policies and procedures
 6. Bases of Flores Agreement and ORR's interpretation of compliance with legal framework
 7. Recent development in attorneys from University of California, Davis challenging ORR's compliance with the Flores Agreement beginning early 2018
 8. Shiloh's role in the conflict
 9. Shiloh's unfair assault by the media despite not being out of compliance with ORR policy
 10. The conflation of the Trump family separation policy and the attorneys challenging compliance with the Flores Agreement in the media, using Shiloh as a scapegoat
 11. The recent change to ORR consent policy in the last 7-10 days to obtain informed consent by parent of close adult relative
- c. Ms. Ally closed her investigation via our phone discussion
- She was empathetic to Shiloh's plight and being caught in the middle of a political battle.
 - She expressed her sympathy for Shiloh and referenced our track record and long history of Joint Commission accreditation
 - She remarked on her long tenure at The Joint Commission and noted Shiloh was not the first time she had seen an organization wrongfully maligned in the media by outside forces

**AVONDALE HOUSE
CLIENT SERVICE AGREEMENT**

This Client Service Agreement (the "**Agreement**") is made and entered into on July 26, 2021 by and between Avondale House, a Texas non-profit corporation, ("**AH**"), and Pearland ISD, a Texas independent school district (the "**District**"), for services to be provided to (the "**Client**"), the parent(s) or guardian(s) of Client (the "**Parents**"), join in the execution hereof for the purpose of evidencing their agreement and consent to the terms, conditions, and stipulations herein contained, and are otherwise not a party to this Agreement.

WHEREAS, the District desires to hire AH to perform certain services as outlined in this Agreement;

WHEREAS, the District has determined that such services are in support of its educational objectives;

NOW, THEREFORE, in consideration for the mutual promises contained herein, and other good and valuable services, the parties hereby agree as follows.

I. SERVICES.

During the Term, AH will provide the following educational and/or remedial services to Client:

1.1 AH is fully qualified to provide the educational and training services described above, and will utilize from its staff such qualified teachers, aides, administrators, teaching parents, and specialists as may be required to, in its best judgement, develop and implement a program intended to best provide such services. AH shall utilize such outside consultants, therapists, psychologists, and other professionals as may be required from time to time in order to effectuate the best results, and District consents to the foregoing. The parties agree that there will be no additional cost to District for services provided by these outside consultants, therapists, psychologists and other professionals without a contract addendum. AH is approved by the Texas Education Agency (the "**TEA**") as a non-public school and will during the Term, provide the services described above in accordance with the rules and regulations of the TEA, as well as in accordance with all applicable laws of the State of Texas and the United States of America. AH agrees to notify District immediately if it loses its TEA approval. In the event AH loses its TEA approval, this Agreement will become null and void and the District will owe AH only the amount due for services delivered prior to the date TEA approval was lost.

1.2 Prior to employment or retention, AH will ensure that all of its employees, contract employees and independent contractors have cleared a criminal background check in a manner consistent with that applied to nonpublic school employees/contractors in accordance with state law.

1.3 AH will use good faith to provide the services described above. No representation of any nature as to results is made, however, and neither is any guaranty of results made with respect to the services to be provided in accordance with this Agreement. In this regard, it is recognized that the nature of the Client's disability is such as to likely be resistant to treatment, training and the attainment of desired objectives. No representation, warranty, or guaranty of any nature is made by AH except that of its good faith. AH is obligated pursuant to this Agreement to use its good faith to provide an appropriate education to Client. If at any time AH determines it is unable to provide Client with an appropriate education, it will immediately notify the District's Director of Special Education.

1.4 AH agrees to maintain and forward, upon District's request, Client's Individual Education Plan (the "**IEP**") documentation, coursework, and credit information for the Academic Achievement Record (the "**AAR**") to the District in an appropriate, agreed upon format.

1.5 AH, in coordination with the District, follows the District's policies and procedures regarding procedural safeguards and discipline. AH also agrees that all staff who may be involved in time-out and/or restraint have received required training and comply with laws, rules and regulations related to restraint and time-out. AH agrees to provide appropriate notification and documentation of time-out and/or restraint to Parents as required by Texas regulations. AH agrees to provide notification and documentation of time-out and/or restraint to District at or around the same time that it provides such notification and documentation to Parents.

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1.7 AH agrees that the written curriculum utilized is aligned with the Texas Essential Knowledge and Skills (the "**TEKS**") and provides the opportunity for access to and progress in TEKS.

1.8 AH agrees that its school is designed for its function and receives proper maintenance, and AH regularly acts prudently and in good faith to keep its school free of safety and health hazards.

1.9 AH agrees to abide by all confidentiality provisions regarding educational records in accordance with the Family Educational Rights and Privacy (the "**FERPA**"), the Individuals with Disabilities Education Act (the "**IDEA**") and other applicable law. Further, AH agrees to return all confidential information concerning Client to District upon termination of this Agreement.

II. ADMISSION, REVIEW AND DISCHARGE.

2.1 It is understood and agreed that, prior to the commencement of any of the services described in Article I above, Client must be evaluated by AH (the "**Intake Evaluation**"). The purpose of the Intake Evaluation is to assess Client's disability, determine if the services provided by AH can be of assistance to Client, and to prescribe, in conjunction with AH staff, an appropriate education and training program.

2.2 If the Client is recommended for admission into an AH program, an IEP will be prepared by the District and an individualized program plan (the "**IPP**") may be developed by AH staff. The IEP and/or IPP will provide the basic outline of the proposed program of training and education as well as the services described in Article I above, which will be provided by AH to Client during the Term (as defined below) of this Agreement. The IEP and/or IPP will be prepared and implemented in accordance with the guidelines, rules, and regulations promulgated by TEA from time to time during the Term.

2.3 The Client's Admission, Review, and Dismissal Committee (the "**ARD**") will establish, in writing, the criteria and estimated timelines for the Client's return to the District.

2.4 The District will make an initial and periodic visit, no less than one (1) per year to AH to verify that AH can, and will, provide the services listed in the IEP. AH will cooperate with the visits and provide access to staff as well as documentation related to Client so that the District can make the determination it is required to make under state law, including, but not limited to, that AH can and will provide the services listed in the IEP, and that placement at AH is in the least restrictive environment appropriate for Client. AH understands that such periodic visits may be unannounced.

2.5 From time to time during the Term, but in no event (absent abnormal circumstances) less often than every six (6) weeks, AH shall furnish to District and to such other persons or agencies as District may authorize in writing, a report as to Client's status, progress and the prognosis for future results. Additionally, from time to time during the Term, but in no event (absent abnormal circumstances) less often than every ninety (90) days, AH, acting by and through appropriate members of its staff, shall meet with or offer to meet with District and/or Parents for the purpose of discussion and consultation with respect to Client's status, progress, and prospects for future training and/or education by AH.

2.6 Upon the termination of this Agreement, whether such termination occurs by lapse of time or otherwise, AH shall issue or cause to be issued a final report concerning the progress and development of Client, the achievement of goals specified in the IEP and IPP, AH's assessment of the services provided, and recommendations for future course of training and education for Client. Upon tender of this report to District and to such other professionals or agencies as District may designate, Client shall be deemed to be discharged, and this Agreement shall be deemed to be of no further force and effect.

III. TERM.

3.1 The term of this Agreement shall commence August 16, 2021 and shall terminate upon the expiration date of May 26, 2022 (the "**Term**"), unless sooner terminated as hereinafter provided.

3.2 If, in the best judgement of AH, at any time during the Term, AH shall determine that Client is not benefiting from the services provided by AH, or that Client is not suited to the services provided by AH, or that AH can no longer provide suitable services to Client, then this Agreement may be terminated by AH by giving written notice to the District ("**AH's Notice of Intention to Terminate**") at least thirty (30) days prior to the date such termination shall be deemed to be effective. Upon the expiration of such thirty (30) day notice period, Client shall be discharged and this Agreement shall be of no further force and effect.

3.3 If, at any time during the Term, District shall determine that it no longer wishes to have Client participate in the AH program, then District shall provide AH with written notice of dissatisfaction (the "**District's Notice of Dissatisfaction**"), which shall, in reasonable detail, describe which service, procedure or other area District is dissatisfied with. Upon receiving District's Notice of Dissatisfaction, AH shall have thirty (30) days to remedy District's dissatisfaction. If AH fails to remedy District's dissatisfaction, then this Agreement may be terminated by District by giving written notice of such intention to terminate to AH (the "**District's Notice of Intention to Terminate**") at least thirty (30) days prior to the date that such termination shall be deemed to be effective. Notwithstanding the above, if an ARD meeting determines that Client is not receiving an appropriate education at AH, the District has the right and the obligation to terminate this Agreement immediately, without giving thirty (30) days' notice. Upon the expiration of such thirty (30) day notice period, this Agreement shall be deemed to be of no further force and effect. Nothing contained herein shall be deemed to prohibit or in any manner restrict District from removing Client from the program at any time with or without notice, *provided, however* that this Agreement shall not be deemed to be terminated with respect to the financial and other obligations of District to AH until a District's Notice of Intention to Terminate has been given in accordance with the provisions of this Section 3.3, and all financial and other obligations of District have been met through the intended termination date.

3.4 Notwithstanding the above, this Agreement may be terminated at any time by mutual written consent.

3.5 In the event the Client files for a due process hearing under 20 U.S.C. Section 1415 *et seq.* to challenge the termination of this Agreement, it is agreed that Client's stay put placement under the law shall be the District, unless otherwise ordered by TEA.

IV. FINANCIAL ARRANGEMENTS.

4.1 As consideration to AH for the performance of this Agreement, the District, at no cost to the Parents, agrees and promises to pay to AH the amounts specified for the services and in the manner set forth on Exhibit A.

4.2 AH shall bill District monthly and payment shall be due and payable in full without demand and without grace on or before the expiration of ten (10) days from the date of the invoice or statement.

4.3 If the Client requires professional services not available from AH, such as those of a physician, physical therapist, psychologist, or mobility specialist, then AH shall arrange for such services at the cost and expense of District; *provided, however*, that District has received prior notice and agrees to pay for such services. When such pre-approved services are required to compliment and supplement the services provided by AH, District agrees to pay to the person, firm, or entity providing such services, the cost thereof, and to pay all such amounts when and as due. District will not be obligated to pay for such services not available from AH unless and until the District receives written notice regarding the services and agrees to such services. At times, such agreement may be contingent on holding a duly constituted ARD meeting. In the event that AH shall incur financial responsibility for providing such complimentary or supplementary services, and upon approval from the District, AH shall bill District for the amount incurred (to defray cost of administration by AH), which amount shall be due and payable within ten (10) days from the date of the invoice or statement for such services.

4.4 District shall be responsible for necessary evaluations, assessments, textbooks, assistive technology devices, and all other items reasonable or necessary for Client's effective learning and development. AH shall (i) bill District for the amount incurred, which amount shall be due and payable within ten (10) days from the date of the invoice or statement for such item, or (ii) forward the invoice directly to District. If District fails to pay any amount payable by it on its due date, past due interest shall accrue on such unpaid amount at the rate of ten percent (10%) per annum from the due date up to the date of actual payment of the unpaid amount. District shall pay past due interest (if unpaid) accruing on an unpaid sum on demand of AH.

4.5 All amounts required to be paid by District pursuant to this Agreement shall be due and payable as specified herein. If a dispute arises on this Agreement, each party agrees to pay its own attorney, if an attorney is retained.

4.6 Failure to pay any amounts due to AH by District pursuant to this Agreement shall be grounds for immediate termination of services by AH to Client, assuming the amounts were agreed to by District.

4.7 During the Term, District's obligation to pay under Exhibit A or this Article IV shall not be suspended, terminated, or otherwise modified, for any reason, including, but not limited to, Client's temporary absence from AH, temporary closure of schools within the jurisdiction of the District or AH, or for any other reason, unless first approved in writing by AH.

V. POLICIES AND PROCEDURES.

5.1 AH has, in cooperation and conjunction with Texas Health and Human Services Commission ("HHSC"), TEA, and other agencies and entities concerned with AH, and the various rules and regulations formulated, promulgated and enforced by the several agencies of the State of Texas and the United States of America governing the operation of AH, formulated certain policies and procedures related to the education and training programs offered by AH. These policies and procedures deal with matters such as clothing required to be furnished for each Client by Parents, times of visitation by Parents, transportation of Client to and from AH facilities, holidays, dispensing of medicine, information required to be furnished by Parents from time to time, hours of operation, and such other matters of policy and procedure necessary and incidental to the operation of AH and its several programs. AH reserves the right to amend, supplement, or modify these policies and procedures from time to time, during the Term as may be required by circumstances or by law, rule, or regulation. In the event of such amendment, supplement, or modification, AH shall make a copy of the revised policies and procedures available upon request to District and Parents, and such amended, supplemented, or modified policies and procedures shall be deemed to be effective when revised or otherwise modified by AH.

VI. AGREEMENT TO USE DUE DILIGENCE AND CARE; INDEMNIFICATION.

6.1 AH will use due care and diligence to protect Client and Client's property from harm or injury. AH is, however, not an insurer against harm or injury to either Client or Client's property. Except for AH's bad faith, negligence or willful misconduct, AH, its officers, directors, employees, administrators, teachers, volunteers, agents, assigns or servants (the "**Indemnified Parties**"), shall not be liable for injury or damage to the person or property of Client, District, District's employees, contractors, invitees, customers or any other person from any cause whatsoever. District agrees to protect, indemnify and hold harmless the Indemnified Parties from and against any injury to or death of persons or loss of or damage to property, including without limitation, the person and property of Client (i) occurring on AH's premises or on the adjoining sidewalks, streets, alleys or ways, or (ii) in any manner directly or indirectly arising out of or in connection with this Agreement. The District agrees to defend, indemnify and hold harmless the Indemnified Parties against and from any demands, claims, assessments, proceedings, suits, actions, costs, judgments, penalties, interest, liabilities, losses, damages, debts, expenses and disbursements (including expert consultant and legal fees and disbursements on a solicitor and client basis) (collectively, "**Claims**") that the Indemnified Parties, or any of them, may suffer or incur, or that may be asserted against them, or any of them, in consequence of, arising from or in any way relating to this Agreement (as the same may be amended, modified or supplemented from time to time) or AH's duties hereunder or any other services that AH may provide to District in connection with or in any way relating to this Agreement or AH's duties hereunder, except that no individual Indemnified Parties shall be entitled to indemnification in the event such Indemnified Party is found to have acted in bad faith, engaged in willful misconduct or been grossly negligent. District agrees that its liability hereunder shall be absolute and unconditional, regardless of the correctness of any representations of any third parties and regardless of any liability of third parties to the Indemnified Parties, and shall accrue and become enforceable without prior demand or any other precedent action or proceeding, and shall survive the termination of this Agreement. AH shall not be liable for any error in judgment or for any act done or step taken or omitted by it in good faith or for any mistake, of fact or law, or for anything which it may do or refrain from doing in connection herewith except arising out of its bad faith or willful misconduct. In the event AH is in breach of this Agreement or its duties hereunder or any agreement or duties relating to any other services that AH may provide to District in connection with or in any way relating to this Agreement or AH's duties hereunder, AH shall not be liable for any claims or damages of any kind or nature whatsoever, even in the event of AH's negligence, except to the extent that AH has acted in bad faith or engaged in willful misconduct.

6.2 All obligations as set forth in this Article VI shall survive the completion or termination of this Agreement. District hereby waives any immunity it may have with respect to this Agreement and any dispute that may arise out of this Article VI.

VII. MISCELLANEOUS.

7.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Texas. It is specifically stipulated and agreed that jurisdiction and venue for all purposes shall be in Harris County, Texas.

7.2 This Agreement shall be binding upon and insure to the benefit of the parties hereto, and their respective legal representatives, heirs, successors, and assigns.

7.3 This Agreement reflects the entire agreement between the parties and no other agreement oral or written shall be deemed to be effective. This Agreement may not be amended or modified except by an instrument in writing signed by both parties.

7.4 This Agreement shall be deemed to be effective upon the date that it is executed by District and by an officer of AH.

7.5 No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

7.6 This Agreement is between District and AH, and the parties do not confer any rights or remedies upon Parents, Client or any person other than the parties to this Agreement and their respective successors and permitted assigns.

7.7 Except as provided in Article VI, by entering into this Agreement, the District is not waiving any immunity it is entitled to under state or federal law.

Agreed to:

AVONDALE HOUSE,
a Texas non-profit corporation

PEARLAND ISD,
a Texas independent school district

By: Steve Vetter
Title: CEO

By: _____
Title: _____

EXHIBIT A

**FINANCIAL ARRANGEMENTS AND COST ANALYSIS
August 16, 2021 – May 26, 2022**

DISTRICT: Pearland ISD

STUDENT:

The District, at no cost to the Parents, agrees and promises to pay to AH the amounts specified for the services and in the manner set forth below:

(a) For intake review and assessment by AH \$0 which amount shall be due and payable upon the execution of this Agreement by AH and District.

(b) For each month within the Term, including partial months and months where Client does not attend AH, the sum of \$6,328 dollars per month, which amount shall be the basic compensation to AH for the day school and speech therapy services provided pursuant to this Agreement and which shall be exclusive of all other incidental charges.

(c) Together with the monthly statement for basic compensation, AH shall furnish to District an itemized list of expenditures for incidental expenses, and District shall tender to AH, together with its payment for basic compensation, an amount equal to the expenditures for such incidental expenses.

SERVICES	Monthly	Totals
<u>*Education Services</u>	<u>\$6,250</u>	<u>\$56,250</u>
Speech Therapy	\$ 78	\$702

Agreement Total: \$56,952

*Additional fees may be billed per the ARD Agreement. These amounts do not include any expense incidental to the services described in the Agreement, such as, but not limited to, items necessary for personal hygiene, fees and charges for outings, excursions and other activities sponsored by AH for Client, or any other matter not covered within the scope of the basic compensation.

AVONDALE HOUSE CLIENT SERVICE AGREEMENT

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3.5 In the event the Client files for a due process hearing under 20 U.S.C. Section 1415 *et seq.* to challenge the termination of this Agreement, it is agreed that Client's stay-put placement under the law shall be the District, unless otherwise ordered by TEA.

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4.7 During the Term, District's obligation to pay under Exhibit A or this Article IV shall not be suspended, terminated, or otherwise modified, for any reason, including, but not limited to, Client's temporary absence from AH, temporary closure of schools within the jurisdiction of the District or AH, or for any other reason, unless first approved in writing by AH.

V. POLICIES AND PROCEDURES.

5.1 AH has, in cooperation and conjunction with Texas Health and Human Services Commission ("**HHSC**"), TEA, and other agencies and entities concerned with AH, and the various rules and regulations formulated, promulgated and enforced by the several agencies of the State of Texas and the United States of America governing the operation of AH, formulated certain policies and procedures related to the education and training programs offered by AH. These policies and procedures deal with matters such as clothing required to be furnished for each Client by Parents, times of visitation by Parents, transportation of Client to and from AH facilities, holidays, dispensing of medicine, information required to be furnished by Parents from time to time, hours of operation, and such other matters of policy and procedure necessary and incidental to the operation of AH and its several programs. AH reserves the right to amend, supplement, or modify these policies and procedures from time to time, during the Term as may be required by circumstances or by law, rule, or regulation. In the event of such amendment, supplement, or modification, AH shall make a copy of the revised policies and procedures available upon request to District and Parents, and such amended, supplemented, or modified policies and procedures shall be deemed to be effective when revised or otherwise modified by AH.

VI. AGREEMENT TO USE DUE DILIGENCE AND CARE; INDEMNIFICATION.

6.1 AH will use due care and diligence to protect Client and Client's property from harm or injury. AH is, however, not an insurer against harm or injury to either Client or Client's property. Except for AH's bad faith, negligence or willful misconduct, AH, its officers, directors, employees, administrators, teachers, volunteers, agents, assigns or servants (the "**Indemnified Parties**"), shall not be liable for injury or damage to the person or property of Client, District, District's employees, contractors, invitees, customers or any other person from any cause whatsoever. District agrees to protect, indemnify and hold harmless the Indemnified Parties from and against any injury to or death of persons or loss of or damage to property, including without limitation, the person and property of Client (i) occurring on AH's premises or on the adjoining sidewalks, streets, alleys or ways, or (ii) in any manner directly or indirectly arising out of or in connection with this Agreement. The District agrees to defend, indemnify and hold harmless the Indemnified Parties against and from any demands, claims, assessments, proceedings, suits, actions, costs, judgments, penalties, interest, liabilities, losses, damages, debts, expenses and disbursements (including expert consultant and legal fees and disbursements on a solicitor and client basis) (collectively, "**Claims**") that the Indemnified Parties, or any of them, may suffer or incur, or that may be asserted against them, or any of them, in consequence of, arising from or in any way relating to this Agreement (as the same may be amended, modified or supplemented from time to time) or AH's duties hereunder or any other services that AH may provide to District in connection with or in any way relating to this Agreement or AH's duties hereunder, except that no individual Indemnified Parties shall be entitled to indemnification in the event such Indemnified Party is found to have acted in bad faith, engaged in willful misconduct or been grossly negligent. District agrees that its liability hereunder shall be absolute and unconditional, regardless of the correctness of any representations of any third parties and regardless of any liability of third parties to the Indemnified Parties, and shall accrue and become enforceable without prior demand or any other precedent action or proceeding, and shall survive the termination of this Agreement. AH shall not be liable for any error in judgment or for any act done or step taken or omitted by it in good faith or for any mistake, of fact or law, or for anything which it may do or refrain from doing in connection herewith except arising out of its bad faith or willful misconduct. In the event AH is in breach of this Agreement or its duties hereunder or any agreement or duties relating to any other services that AH may provide to District in connection with or in any way relating to this Agreement or AH's duties hereunder, AH shall not be liable for any claims or damages of any kind or nature whatsoever, even in the event of AH's negligence, except to the extent that AH has acted in bad faith or engaged in willful misconduct.

6.2 All obligations as set forth in this Article VI shall survive the completion or termination of this Agreement. District hereby waives any immunity it may have with respect to this Agreement and any dispute that may arise out of this Article VI.

VII. MISCELLANEOUS.

7.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Texas. It is specifically stipulated and agreed that jurisdiction and venue for all purposes shall be in Harris County, Texas.

7.2 This Agreement shall be binding upon and insure to the benefit of the parties hereto, and their respective legal representatives, heirs, successors, and assigns.

7.3 This Agreement reflects the entire agreement between the parties and no other agreement oral or written shall be deemed to be effective. This Agreement may not be amended or modified except by an instrument in writing signed by both parties.

7.4 This Agreement shall be deemed to be effective upon the date that it is executed by District and by an officer of AH.

7.5 No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

7.6 This Agreement is between District and AH, and the parties do not confer any rights or remedies upon Parents, Client or any person other than the parties to this Agreement and their respective successors and permitted assigns.

7.7 Except as provided in Article VI, by entering into this Agreement, the District is not waiving any immunity it is entitled to under state or federal law.

Agreed to:

AVONDALE HOUSE,
a Texas non-profit corporation

PEARLAND ISD,
a Texas independent school district

By: Steve Velasquez
Title: CEO

By: _____
Title: _____

FINANCIAL ARRANGEMENTS AND COST ANALYSIS

STUDENT:

(c) Together with the monthly statement for basic compensation, AH shall furnish to District an itemized list of expenditures for incidental expenses, and District shall tender to AH, together with its payment for basic compensation, an amount equal to the expenditures for such incidental expenses.

Agreement Total: \$39,303

94

PEARLAND INDEPENDENT SCHOOL DISTRICT
CONFLICT OF INTEREST STATEMENT

CH Local Report
August 16, 2021 Agenda Item

Vendor	Product/Service	Purchase Amount	Fund	Procurement Method/ Contract Number
Shiloh Treatment Center, Inc.	Day School and Educational Services	\$288,597	224	Pearland ISD Contract #19-0411-03 for Special Programs Contracted Services
Avondale House	Day School and Educational Services	\$96,255	224	Pearland ISD Contract #19-0411-03 for Special Programs Contracted Services

Neither the Purchasing Director, Moniki Mason, the Director of Special Programs, Christy Weddington nor the Assistant Superintendent for Special Programs, Lisa Nixon have a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the vendors who are recommended for the purchases aforementioned.

Moniki Mason

Moniki Mason
Director of Purchasing

8/4/2021

Date

Christy Weddington

Christy Weddington (Aug 4, 2021 20:28 CDT)

Christy Weddington
Director of Special Programs

Aug 4, 2021

Date

Lisa Nixon

Lisa Nixon (Aug 4, 2021 20:55 CDT)

Lisa Nixon
Assistant Superintendent for Special Programs

Aug 4, 2021

Date

**Invoice Detail**

PEARLAND ISD
ATTN: ACCOUNTS PAYABLE
1928 N MAIN STREET
PEARLAND, TX 77581-2804

Invoice # 0000209617
Invoice Date 07/01/2021
Due Date 07/15/2021
Invoice Total 230,780.00

* Invoice was emailed.

<u>Qty.</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Extension</u>
1.00	STUDENT MANAGEMENT ANNUAL LICENSE FEE	85,640.0000	85,640.00
1.00	EDUCATOR GRADEBOOK ANNUAL LICENSE FEE	29,727.0000	29,727.00
1.00	FEE TRACKING ANNUAL LICENSE FEE	18,421.0000	18,421.00
1.00	HEALTH RECORDS ANNUAL LICENSE FEE	18,256.0000	18,256.00
1.00	TEXTBOOK TRACKING ANNUAL LICENSE FEE	18,052.0000	18,052.00
1.00	NEW STUDENT ONLINE ENROLLMENT ANNUAL LICENSE FEE	16,349.0000	16,349.00
1.00	PEIMS STUDENT RECORDS ANNUAL LICENSE FEE	13,133.0000	13,133.00
1.00	GRADUATION REQUIREMENTS ANNUAL LICENSE FEE	8,512.0000	8,512.00
1.00	LMS/ONE ROSTER API - ANNUAL LICENSE FEE	8,114.0000	8,114.00
1.00	FAMILY & STUDENT ACCESS ANNUAL LICENSE FEE	7,624.0000	7,624.00
1.00	RESPONSE TO INTERVENTION ANNUAL LICENSE FEE	6,952.0000	6,952.00

Annual License Fees: 07/01/2021 - 06/30/2022

Total Extension 230,780.00

REMIT TO:

SKYWARD ACCOUNTING DEPT
2601 SKYWARD DRIVE
STEVENS POINT, WI 54482

Invoice # 0000209617
Invoice Date 07/01/2021
Payor PEARLAND ISD
Due Date 07/15/2021 (PEARLATX000)

Invoice Amount: 230,780.00
Remit Amount:

PEARLAND INDEPENDENT SCHOOL DISTRICT
CONFLICT OF INTEREST STATEMENT

CH Local Report
August 16, 2021 Agenda Item

Vendor	Product/Service	Purchase Amount	Fund	Procurement Method/ Contract Number
Tyler Technologies, Inc.	System Support and updates	\$105,344	199	Buy Board Contract #579-19 for Telecommunications Equipment, Products, Services and Software
PS Lightwave	Dark Fiber Maintenance	\$81,300	199	Choice Partners Contract #21/031KN-50 for Internet Access
CDW-G. LLC	Lightspeed Classroom Management	\$77,910	199	OMNIA Partners Contract #R160201 for Technology and Interactive White Boards
Skyward, Inc.	Annual License Renewal	\$230,780	199	Pearland ISD Contract RFCSP #08-0228-13 for Institutional Software

Neither the Purchasing Director, Moniki Mason nor the Chief Technology Officer, Jon-Paul Estes have a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the vendors who are recommended for the purchases aforementioned.

Moniki Mason

Moniki Mason
Director of Purchasing

8/4/2021

Date

Jon-Paul Estes

Jon-Paul Estes (Aug 4, 2021 12:26 CDT)

Jon-Paul Estes
Chief Technology Officer

Aug 4, 2021

Date



Board of Trustees Agenda Item Information

Meeting Date: August 16, 2021

Meeting Type

- ☒ Regular Meeting
- ☐ Special Meeting/Workshop
- ☐ Hearing

Date Submitted: August 11, 2021

Agenda Placement

- | | |
|--|--|
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Administrative Report |
| <input checked="" type="checkbox"/> Open Session | <input checked="" type="checkbox"/> Consent Agenda |
| <input type="checkbox"/> Executive Session | <input type="checkbox"/> Regular Agenda |
| <input type="checkbox"/> Recognition | <input type="checkbox"/> Information/Discussion |

Subject: Annual Review/Update of Board Operating Procedures (Rules of Conduct; Standard Rules)

Executive Summary: Current board operating procedures require the board to annually review, and as necessary, update the rules by which they operate.

No changes have been suggested or required for the current board operating procedures.

[Rules of Conduct](#)

[Standing Rules](#)

Fiscal Impact:

Cost:

- ☐ Recurring
- ☐ One-Time
- ☒ No Fiscal Impact

Funding Source:

- ☐ General Fund
- ☐ Grant Funds
- ☐ Other Funds (Specify)

Fiscal Year:

- Amendment Required
- ☐ Yes
 - ☒ No

Superintendent's Recommendation: That the board of trustees approve the Board Operating Procedures (Rules of Conduct; Standard Rules) as presented.

Department Submitting: Superintendent

Requested By: Superintendent

Cabinet Member's Approval: NA

Board Approval Required: ☒ Yes ☐ No



Board of Trustees Agenda Item Information

Meeting Date: August 16, 2021

Meeting Type

- ☒ Regular Meeting
- ☐ Special Meeting/Workshop
- ☐ Hearing

Date Submitted: July 13, 2021

Agenda Placement

- | | |
|--|--|
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Administrative Report |
| <input checked="" type="checkbox"/> Open Session | <input checked="" type="checkbox"/> Consent Agenda |
| <input type="checkbox"/> Executive Session | <input type="checkbox"/> Regular Agenda |
| <input type="checkbox"/> Recognition | <input type="checkbox"/> Information/Discussion |

Subject: Approve TASB's Localized Policy Manual Update 117

Executive Summary: TASB Localized Policy Manual Update 117 includes policy revisions in response to revised state and federal rules, including the leaves and absences policy and an optional delegation to the superintendent for certain emergency contracts.

Update 117 has been reviewed by the members of the Administration's Policy Review Committee.

[Update 117](#)

Fiscal Impact:

Cost:

- ☐ Recurring
- ☐ One-Time
- ☒ No Fiscal Impact

Funding Source:

- ☐ General Fund
- ☐ Grant Funds
- ☐ Other Funds (Specify)

Fiscal Year:

Amendment Required?

- ☐ Yes
- ☒ No

Superintendent's Recommendation: That the board add, revise, or delete (LOCAL) policies as recommended by TASB Policy Service and according to the Instruction Sheet for TASB Localized Policy Manual Update 117.

Department Submitting: Superintendent's Cabinet

Requested By: Dr. John Kelly

Cabinet Member's Approval: N/A

Board Approval Required: ☒ Yes ☐ No



Board of Trustees Agenda Item Information

Meeting Date: August 16, 2021

Meeting Type <input checked="" type="checkbox"/> Regular Meeting <input type="checkbox"/> Special Meeting/Workshop <input type="checkbox"/> Hearing Date Submitted: July 22, 2021	Agenda Placement <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Open Session <input type="checkbox"/> Executive Session <input type="checkbox"/> Recognition </div> <div> <input type="checkbox"/> Administrative Report <input checked="" type="checkbox"/> Consent Agenda <input type="checkbox"/> Regular Agenda <input type="checkbox"/> Information/Discussion </div> </div>
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Subject: Approve the 2021-2022 Student Code of Conduct

Executive Summary: As required each year the board approves the Student Code of Conduct. Mandated changes and/or additions from the recent Legislative session now include:

1. When a student is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the district will comply with applicable federal law including the Title IX formal complaint process.
2. Mandatory Expulsion under the Penal Code – added continuous sexual abuse of a disabled individual
3. Under Property Offenses- The student shall not enter, without authorization, district facilities that are not open for operations.

No other changes are recommended.

[2021-2022 Student Code of Conduct](#)

Fiscal Impact: Cost: <input type="checkbox"/> Recurring <input type="checkbox"/> One-Time <input checked="" type="checkbox"/> No Fiscal Impact	Funding Source: <input type="checkbox"/> General Fund <input type="checkbox"/> Grant Funds <input type="checkbox"/> Other Funds (Specify)	Fiscal Year: Amendment Required? <input type="checkbox"/> Yes <input type="checkbox"/> No
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Superintendent's Recommendation: That the board approve the 2021-2022 Student Code of Conduct as presented.

Department Submitting: Dr. La’Kesha Henson-Vaughn & Kelly Holt Cabinet Member’s Approval: Dr. John P. Kelly	Requested By: Dr. La’Kesha Henson-Vaughn & Kelly Holt
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Board Approval Required: ☒ Yes ☐ No



Board of Trustees Agenda Item Information

Meeting Date

Meeting Type

- ☒ Regular Meeting
- ☐ Special Meeting/Workshop
- ☐ Hearing

Date Submitted: 08/11/2021

Agenda Placement

- | | |
|--|--|
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Administrative Report |
| <input checked="" type="checkbox"/> Open Session | <input type="checkbox"/> Consent Agenda |
| <input type="checkbox"/> Executive Session | <input checked="" type="checkbox"/> Regular Agenda |
| <input type="checkbox"/> Recognition | <input type="checkbox"/> Information/Discussion |

Subject: Consider Resolution to Extend Covid Related Employee Sick Leave

Executive Summary:

On June 31, 2021, the district extension of the Covid Related Emergency Paid Sick Leave (EPSL) program expired with no expected need for extension. Since then, a rise in COVID cases across our area has created a need to reevaluate leave options for employees. This request will allow us to provide additional protection for our students and staff as well as maintain morale.

Therefore, administration seeks the approval of a resolution allowing the extension of employee sick leave for lab confirmed cases of COVID-19 requiring isolation. Without the passing of this resolution, employees will be asked to utilize their own state and local days when required to isolate. In most cases and especially for new employees, this will mostly exhaust all leave granted by the state and the district.

With the allowance of extended leave, employees will continue to report positive cases to district health care employees and receive a documented date of return. This date and a copy of the employee's lab confirmed case, allows eligibility for extended leave not to exceed eight (8) workdays.

If approved, this resolution will revert to August 2, 2021, and allow administration to recode any eligible employee absences. The expiration of this extended leave resolution is set for December 31, 2021 and will be monitored closely for potential adjustments.

Associated District Goal:

Goal 1: Pearland ISD will continue to make student academic performance its top priority, through data, technology, and differentiated instruction.

Performance Objective 2: Recruit, develop, support, and retain talented staff.

Goal 4: Pearland ISD will strategically maximize financial assets to provide resources to meet student needs in partnership with families and the greater community.

Performance Objective 3: Provide financial support for capital needs, contingencies, and competitive employment compensation plan.

Fiscal Impact: Cost: <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> One-Time <input type="checkbox"/> No Fiscal Impact			Funding Source: <input checked="" type="checkbox"/> General Fund <input checked="" type="checkbox"/> Grant Funds (ESSER II & ESSER III) <input checked="" type="checkbox"/> Other Funds (Food Service and IDEA)			Fiscal Year: Amendment Required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Superintendent's Recommendation: That the board of trustees approve the resolution to extend employee sick leave for lab confirmed cases of COVID-19 requiring isolation until December 31, 2021.								
Department Submitting: Human Resource Services						Requested By: Jorgannie Carter and Dr. Sundie Dahlkamp		
Cabinet Member's Approval: Dr. John Kelly								
Board Approval Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No								

Resolution of the Board Regarding Extended Employee Sick Leave for Lab Confirmed Cases of COVID-19 Requiring Isolation

WHEREAS, on March 13, 2020, the President of the United States declared a national emergency regarding COVID-19; and

WHEREAS, the Board recognizes that despite the availability of a vaccine, COVID-19 continues to be an uncontained emergency of urgent public necessity; and

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

WHEREAS, the Board is authorized by Texas Education Code section 45.105 to expend funds of the Pearland Independent School District for purposes necessary in the conduct of the public schools as determined by the Board; and

WHEREAS, the Board acknowledges that during an epidemic, District employees may be unable to report to work if they test positive for COVID-19; and

WHEREAS, the Board determines that eligible employees may suffer a loss of pay if they do not report for work and have exhausted all available state and local leave days; and

WHEREAS, the Board finds that a need exists to address additional leave in the circumstance of an epidemic; and

WHEREAS, the Board concludes that providing additional paid leave to all regular employees—contractual and noncontractual, salaried and non-salaried—who are required to isolate due to a lab confirmed case of COVID-19 serves the public purposes of protecting students and staff, and maintaining morale, and reducing turnover.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Pearland Independent School District authorizes providing additional paid leave for all regular employees—contractual and noncontractual, salaried and non-salaried—who are sick or in isolation with a lab confirmed case of COVID-19, beginning August 2, 2021.

The authority granted by this resolution to provide additional paid leave for a maximum duration of 8 workdays for the illness of the employee only.

To ensure an employee's voluntary exclusion serves the public purpose of protecting students and staff, employees requesting the use of additional leave must show cause for voluntary exclusion from work such as a lab confirmed positive case of the virus.

This extended leave expires December 31, 2021.

Approved this 16th day of August 2021, by the Pearland ISD Board of Trustees. By:

Sean Murphy, Board President

Attest:

Rebecca Decker, Board Secretary



Board of Trustees Agenda Item Information

Meeting Date: August 16, 2021

Meeting Type

- ☒ Regular Meeting
- ☐ Special Meeting/Workshop
- ☐ Hearing

Agenda Placement

- | | |
|--|--|
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Administrative Report |
| <input type="checkbox"/> Open Session | <input type="checkbox"/> Consent Agenda |
| <input type="checkbox"/> Executive Session | <input checked="" type="checkbox"/> Regular Agenda |
| <input type="checkbox"/> Recognition | <input type="checkbox"/> Information/Discussion |

Date Submitted: August 4, 2021

Subject: Consider Adoption of Resolution Setting the Tax Rate for 2021-2022

Executive Summary:

After the Board provides an opportunity for public comment on this issue, the board may pass a resolution setting the tax rate for the 2021-2022 school year.

Administration recommends a tax rate of \$1.3152 per \$100 valuation for 2021, which is \$0.0033 below the 2020 tax rate. The change in the tax rate is as follows:

	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>Inc./ (Dec.)</u>
Maintenance & Operations (M&O) Tax Rate			
Tier One Rate (Maximum Compressed Rate)	\$0.8529	\$0.8396	(\$0.0133)
Tier Two Rate (Golden Pennies)	0.0400	0.0800	0.0400
Total M&O Tax Rate	\$0.8929	\$0.9196	\$0.0267
Interest & Sinking (I&S) Tax Rate	0.4256	0.3956	(0.0300)
Total District Tax Rate	\$1.3185	\$1.3152	(\$0.0033)

M&O TAX RATE - OPERATIONS

The M&O tax rate is comprised of two parts; the Tier One Rate (also called “Maximum Compressed Rate” or “MCR”) and the Tier Two Rate (also known as “Enrichment Tax Rate”) in which the first eight cents are referred to as “Golden Pennies”. Because the District’s property value growth of 4.10% exceeds the State’s calculated average increase of 1.84%, the District was able to reduce its MCR by 1.33 cents. The Administration requests the Board approve the resolution adopting an M&O tax rate \$0.9196. Doing so, the adopted tax rate will exceed the voter approval tax rate triggering a VATRE Voter-Approval Tax Rate Election (VATRE).

I&S TAX RATE – DEBT SERVICE

A decrease of \$0.03 is proposed for the I&S tax rate for fiscal year 2021-2022. When the 2016 Bond Election was called, it was anticipated that it would cost taxpayers a total of 7 cents; however, the I&S tax rate of \$0.3956 represents a total tax impact of 5 cents. Administration is working on

defeating debt during this fiscal year, which will enable us to further decrease the I&S tax rate next fiscal year.

Although the motion to adopt the tax rate states that the tax rate is increasing; please note that the overall tax rate is actually decreasing by \$0.0033

Associated District Goal: WCG #4 – Pearland ISD will strategically maximize financial assets to provide resources to meet student needs in partnership with families and the greater community.

Fiscal Impact:

Cost:

- ☐ Recurring
- ☐ One-Time
- ☐ No Fiscal Impact

Funding Source:

- ☒ General Fund
- ☐ Grant Funds
- ☒ Debt Service Funds

Fiscal Year:

- Amendment Required?
- ☐ Yes
 - ☐ No

Superintendent's Recommendation: In using the required language as prescribed by the Property Tax Code to approve the resolution levying an annual ad valorem tax:

"I move that the property tax rate be increased by the adoption of a tax rate of 1.3152, which is effectively a 1.22 percent increase in the tax rate."

Department Submitting: Administration

Requested By: Jorgannie Carter, CFO

Cabinet Member's Approval: Dr. John Kelly

Board Approval Required: ☒ Yes ☐ No

RESOLUTION PEARLAND INDEPENDENT SCHOOL DISTRICT

A RESOLUTION SETTING THE TAX RATE FOR THE YEAR 2021 ON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE PEARLAND INDEPENDENT SCHOOL DISTRICT, SETTING DUE DATE AND PROVIDING FOR PENALTIES AND INTEREST ON DELINQUENT TAXES, AND ORDER FOR RATIFICATION ELECTION.

BE IT RESOLVED by the Board of Trustees of Pearland Independent School District of Brazoria County, Texas:

1. On this date, we, the Board of Trustees of the Pearland Independent School District, hereby levy or set the tax rate on \$100 valuation for the District for the tax year 2021 at a total tax rate of \$1.3152, to be assessed and collected by the duly specified assessor and collector as follows:

- A. \$0.9196 for the purpose of maintenance and operation, and
- B. \$0.3956 for the purpose of payment of principal and interest on debts;

All rates are conditioned on the approval of the voters at the election ordered in Paragraph 4 below.

Should the voters not approve the rates set as above the Board of Trustees hereby adopts the total tax rate as shown in Paragraph 2.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.37 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$26.70.

2. Should the voters not approve the rates adopted in Paragraph 1 the tax rate of the District for the tax year 2021, as required by Texas Property Tax Code Section 26.08(d), is equal to the District's Voter Approval Tax Rate of \$1.2852, to be assessed and collected by the duly specified assessor and collector as follows:
 - A. \$0.8896 for the purpose of maintenance and operation, and
 - B. \$0.3956 for the purpose of payment of principal and interest on debts.

The rates in this Paragraph contain a maintenance and operations tax rate calculated with an additional rate of \$0.05 per \$100 of taxable value added to the District's maximum compressed tax rate, pursuant to Tax Code §26.08(n).

3. Any person failing to pay their taxes on or before January 31, 2022, shall be subject to the maximum penalties thereon allowed by law to be collected on delinquent taxes. All delinquent taxes shall bear interest at the highest per annum interest rate allowed by law to be collected on delinquent taxes and shall bear interest from date of delinquency until paid.

4. BE IT ORDERED, RESOLVED, AND ORDAINED that a special election be called for November 2, 2021, to ratify the rate herein levied.

PASSED AND APROVED AND EFFECTIVE this the 16th day of August 2021.

Sean Murphy, President
Board of Trustees

ATTEST:

Rebecca Decker, Secretary
Board of Trustees

Record Vote as follows:

	Aye	Nay
President Sean Murphy	_____	_____
Vice President Jeff Barry	_____	_____
Secretary Rebecca Decker	_____	_____
Member Lance Botkin	_____	_____
Member Crystal Carbone	_____	_____
Member Toni Carter	_____	_____
Member Dr. Kristofer Schoeffler	_____	_____



Board of Trustees Agenda Item Information

Meeting Date August 16, 2021

Meeting Type

- ☒ Regular Meeting
- ☐ Special Meeting/Workshop
- ☐ Hearing

Date Submitted: August 12, 2021

Agenda Placement

- | | |
|--|--|
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Administrative Report |
| <input checked="" type="checkbox"/> Open Session | <input type="checkbox"/> Consent Agenda |
| <input type="checkbox"/> Executive Session | <input checked="" type="checkbox"/> Regular Agenda |
| <input type="checkbox"/> Recognition | <input type="checkbox"/> Information/Discussion |

Subject: Consider to Approve and Adopt Order for Voter-Adopted Tax Rate Election (VATRE) and Canvassing Results of Election

Executive Summary: The attached Election Order is required as stipulated in law.

Section 67.003(b) of the Election Code provides that the canvass generally must take place not earlier than the later of the following: (1) the third (3rd) day after the election (November 5, 2021); (2) the date on which the early voting ballot board has verified and counted all provisional ballots, if a provisional ballot has been cast in the election; or (3) the date on which all timely received ballots cast from addresses outside the United States are counted, if a ballot to be voted by mail in the election was provided to a person outside of the United States. The Board of Trustees shall canvass the returns and declare the results not later than the eleventh (11th) day after the election-day (November 15, 2021). The canvassing of the election results may take place at a regular board meeting, a board workshop, or a called board meeting. For purposes of conducting the canvass, two members of the governing body constitute a quorum, per Section 67.004(a) of the Code.

Once a VATRE has been triggered the information in this order is needed to comply with election law requirements.

This order will be translated into the languages required by law after approved.

Associated District Goal: WCG #4 – Pearland ISD will strategically maximize financial assets to provide resources to meet student needs in partnership with families and the greater community.

Fiscal Impact:

Cost:

- ☐ Recurring
- ☒ One-Time
- ☐ No Fiscal Impact

Funding Source:

- ☒ General Fund
- ☐ Grant Funds
- ☐ Other Funds (Specify)

Fiscal Year:

- Amendment Required?
- ☐ Yes
 - ☒ No

Superintendent's Recommendation: That the board of trustees approve and adopt the Order calling the November 2, 2021 Voter-Approval Tax-Rate Election. Further, that the date to canvass these elections shall be set for November 15, 2021.

Department Submitting: Superintendent Office		Requested By: Sheila Vershier, District Election Coordinator
Cabinet Member's Approval: Dr. John Kelly		
Board Approval Required: <input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No		

**PEARLAND INDEPENDENT SCHOOL DISTRICT
ORDER OF SPECIAL ELECTION FOR VOTER-APPROVAL TAX RATE ELECTION**

A special election is hereby ordered to be held on November 2, 2021, for the purpose of a voter-approval tax rate election.

Ratifying the ad valorem tax rate of \$1.3152/\$100 in the Pearland Independent School District for the current year, a rate that will result in an increase of 6.09 percent in maintenance and operations tax revenue for the district for the current year as compared to the preceding year, which is an additional \$4,255,612.

*Brazoria County Election Day Locations “to be determined” at a later date.

For **Early Voting**, a voter may vote at any location listed below:

Pearland - East Branch Location: Tom Reid Library, 3522 Liberty Drive, Pearland
Pearland - West Branch Location: Westside Event Center, 2150 Countryplace Pkwy, Pearland
Shadow Creek Branch Location: Pearland Westside Library, 2803 Business Center Drive #101, Pearland

Angleton Main Location: East Annex, 1524 East Mulberry, Angleton
Alvin Branch Location: Alvin Library, 105 S. Gordon, Alvin
Brazoria Branch Location: Brazoria Library, 620 South Brooks, Brazoria
Freeport Branch Location: Freeport Library, 410 Brazosport Boulevard, Freeport
Lake Jackson Branch Location: Lake Jackson Civic Center, 333 Hwy 332 East, Lake Jackson
Manvel Branch Location: North Annex, 7313 Corporate Drive, Manvel
West Columbia: Precinct 4 Building #2, 121 N. 10th St, West Columbia

**Brazoria County Early Voting Locations subject to change.

Personal appearance times and dates for Early Voting locations:

Monday, October 18	~	Saturday, October 23	-	8:00 a.m. to 5:00 p.m.
Monday, October 25	~	Wednesday, October 27	-	8:00 a.m. to 5:00 p.m.
Thursday, October 28	~	Friday, October 29	-	7:00 a.m. to 7:00 p.m.

Early Voting Clerk: Joyce Hudman, County Clerk
111 East Locust , Suite 200
Angleton, Texas 77515-4654
(979) 864-1662, (979) 388-1662 or (281) 756-1662
CclerkElections@brazoria-county.com
<https://www.brazoriacountyclerk.net/departments/elections>

Applications for ballots by mail should be mailed to be received no later than October 22, 2021:

Applications should be mailed to: Joyce Hudman, County Clerk
111 East Locust , Suite 200
Angleton, Texas 77515-4654

Issued this 16TH day of August, 2021.

Sean Murphy, President

Lance Botkin, Member

Jeff Barry, Vice-President

Crystal Carbone, Member

Rebecca Decker, Secretary

Toni Carter, Member

Dr. Kristofer Schoeffler, Member

DISTRITO ESCOLAR INDEPENDIENTE de PEARLAND
ORDEN DE ELECCIÓN ESPECIAL PARA ELECCIÓN DE TASA DE IMPUESTOS
APROBADA POR LOS VOTANTES

Por la presente se ordena que se celebre una elección especial el 2 de noviembre de 2021, con el propósito de una elección de tasa de impuestos de aprobación de votantes.

"Ratificar la tasa de impuestos ad valorem de \$1.3152/\$100 en el Distrito Escolar Independiente de Pearland para el año actual, una tasa que dará como resultado un aumento del 6.09 por ciento en los ingresos del impuesto para mantenimiento y operaciones del distrito para el año actual en comparación con el año anterior, que es un \$4,255,612.

*Las ubicaciones del día de las elecciones del condado de Brazoria "por determinar" en una fecha posterior.

Para **Votación Adelantada**, los votantes podrán votar en cualquiera de las ubicaciones nombradas abajo:

Este de Pearland:	Tom Reid Library, 3522 Liberty Drive, Pearland
Oeste de Pearland:	Westside Event Center, 2150 Countryplace Pkwy, Pearland
Shadow Creek:	Pearland Westside Library, 2803 Business Center Drive #101, Pearland

Angleton Main Location:	East Annex, 1524 East Mulberry, Angleton
Alvin Branch Location:	Alvin Library, 105 S. Gordon, Alvin
Brazoria Branch Location:	Brazoria Library, 620 South Brooks, Brazoria
Freeport Branch Location:	Freeport Library, 410 Brazosport Boulevard, Freeport
Lake Jackson Branch Location:	Lake Jackson Civic Center, 333 Hwy 332 East, Lake Jackson
Manvel Branch Location:	North Annex, 7313 Corporate Drive, Manvel
West Columbia	Precinct 4 Building #2, 121 N. 10 th St, West Columbia

**Los lugares de votación anticipada del condado de Brazoria están sujetos a cambios.

Horario y fechas de Votación Adelantada en persona son:

Lunes, 18 de octubre	–	Sábado, 23 de octubre	8:00 a.m. a 5:00 p.m.
Lunes, 25 de octubre	–	Miércoles, 27 de octubre	7:00 a.m. a 7:00 p.m.
Jueves, 28 de octubre	–	Viernes, 29 de octubre	7:00 a.m. a 7:00 p.m.

Secretario de votación anticipada: Joyce Hudman, County Clerk
111 East Locust , Suite 200
Angleton, Texas 77515-4654
(979) 864-1662, (979) 388-1662 or (281) 756-1662
CclerkElections@brazoria-county.com
<https://www.brazoriacountyclerk.net/departments/elections>

Las solicitudes de boleta por correo deben enviarse por correo para ser recibidas a más tardar el 22 de octubre de 2021:

Las solicitudes deberán ser enviadas por correo a la siguiente dirección:

Joyce Hudman, County Clerk
111 East Locust, Suite 200
Angleton, Texas 77515 - 4654

Emitido este día 16 de agosto de 2021.

Sean Murphy, President

Lance Botkin, Member

Jeff Barry, Vice-President

Crystal Carbone, Member

Rebecca Decker, Secretary

Toni Carter, Member

Dr. Kristofer Schoeffler, Member

Distrito Escolar Independiente de Pearland
Orden de Elección Especial
16 de agosto de 2021
página dos



Board of Trustees Agenda Item Information

Meeting Date: August 16, 2020

Meeting Type <input checked="" type="checkbox"/> Regular Meeting <input type="checkbox"/> Special Meeting/Workshop <input type="checkbox"/> Hearing Date Submitted: August 12, 2020	Agenda Placement <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Open Session <input type="checkbox"/> Executive Session <input type="checkbox"/> Recognition </div> <div> <input type="checkbox"/> Administrative Report <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Information/Discussion </div> </div>
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Subject: Approve the Joint Contract for Election Services with the County Clerk of Brazoria County for the November 2, 2021, Voter-Approval Tax Rate Election

Executive Summary: The Texas Election Code § 31.092 (a) permits a school district to contract with the county to perform election services using county polling places. The Texas Tax Code §26.08 (b), requires Voter-Approval Tax Rate Elections to be held on a uniform election date. Pearland ISD has the opportunity to participate in the countrywide joint election to be held on November 2, 2021.

Fiscal Impact: Cost: <input type="checkbox"/> Recurring <input checked="" type="checkbox"/> One-Time <input type="checkbox"/> No Fiscal Impact	Funding Source: <input checked="" type="checkbox"/> General Fund <input type="checkbox"/> Grant Funds <input type="checkbox"/> Other Funds (Specify)	Fiscal Year: Amendment Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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Superintendent's Recommendation: That the board of trustees approve the Joint Contract for Election Services between Pearland ISD and the County Clerk of Brazoria County which allows the officials of Brazoria County to conduct and supervise the November 2, 2021, Voter-Approval Tax Rate Election.

Department Submitting: Election Coordinator	Requested By: Sheila Vershier, District Election Coordinator
Cabinet Member's Approval: Dr. John Kelly	

Board Approval Required: ☒ Yes ☐ No

JOINT CONTRACT FOR ELECTION SERVICES

THIS CONTRACT (this "Agreement") is made effective as of the Effective Date (as defined below), by and between the PEARLAND INDEPENDENT SCHOOL DISTRICT, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and County Clerk of Brazoria County, Texas, hereinafter referred to as "County," and by authority of Section 31.092(a), Texas Election Code, and Chapter 791, Texas Local Government Code, for the conduct and supervision of the Political Subdivision's election to be held on November 2, 2021. Political Subdivision and County may be referred to individually as a "Party" and collectively as "the Parties."

This contract is made by and between the PEARLAND INDEPENDENT SCHOOL DISTRICT, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Election Officer of Brazoria County, defined by statute as the County Clerk through the authority set forth in Texas Election Code §§31.091 and 31.092. The purpose of this contract is for the performance of election services as authorized by statute. This contract shall serve as the general contract for each election for which the Political Subdivision requests the assistance of the County Clerk. Provisions specific to each particular election will be included as an attachment to the original contract. Political Subdivision and County Clerk may be referred to individually as "Party" or collectively as "Parties."

RECITALS

The County Clerk has care, custody, and control over the electronic voting system, the Hart InterCivic Verity Voting System (Version 2.4), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the electronic voting system and to compensate the County Clerk for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this Agreement. The County Clerk shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Agreement. Political Subdivision agrees to pay County Clerk for equipment, supplies, services, and administrative costs as provided in this Agreement. The County Clerk shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The County Clerk shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the electronic voting system and polling places, and it is agreed that the County Clerk may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions set forth in the Election Code. Political Subdivision agrees that County Clerk may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and, in such case, all parties sharing common territory shall share a joint ballot on the electronic voting system at the applicable polling places. In such cases, total costs shall be divided among the participants.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code or Political Subdivision's governing body, charter, or ordinances. With reference to publications, the County Clerk will publish the "Notice of Test of Automatic Tabulating Equipment" and the "Notice of Election." If a Political Subdivision is holding any type of Special Election, the Political Subdivision may have to publish their own "Notice of Election" in order to meet additional requirements. Please advise the County Clerk's Elections Office if the Political Subdivision must publish a separate notice so the Political Subdivision's notice is not included in the Notice published by the County Clerk.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the County Clerk's Election Department.

III. STATUTORY COMPLIANCE

Political subdivisions shall follow all applicable State and Federal laws related to elections, including, but not limited to, Section 52.072 of the Election Code, which states in part, "A proposition shall be printed on the ballot in the form of a single statement..." **Failure to do so may prohibit the political subdivision's participation in a Joint Election.**

IV. VOTING LOCATIONS

The County Clerk's Election Office shall select and arrange for the use of and payment for all election day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county. The proposed voting locations are listed in Attachment "A" of this agreement. In the event a voting location is not available, the Elections Department will arrange for use of an alternate location with the approval of the Political

Subdivision. The Elections Department shall notify the Political Subdivision of any changes from the locations listed in Attachment "A".

If polling places for the joint election in Attachment "A" are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than the date of the election described in Attachment "A", at the entrance to any previous polling places in the jurisdiction, stating that the polling location has changed, and stating the political subdivision's polling place name(s) and address(s) in effect for the election described in Attachment "A". Any changes in voting location from those that were used in the most recent COUNTYWIDE JOINT election will be posted by the County Clerk's Election Office.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Brazoria County Commissioners Court shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. In the event an emergency appointment is necessary, appointment shall be made in accordance with Election Code §32.007, which authorizes the presiding officer of the Brazoria County Commissioners Court to make an emergency appointment. Should that officer not be available, the County Clerk's office shall make emergency appointments of election officials. Upon request by the County Clerk, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The County's Elections Department shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The County Clerk shall arrange for the training and compensation of all election judges and clerks. The Elections Department shall arrange for the date, time, and place for the presiding election judge to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Department notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge will receive compensation at an hourly rate of \$14.00. Each election clerk will receive compensation at an hourly rate of \$12.00. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. All judges and clerks who attend training will be compensated at an hourly rate of \$8.00 as compensation for same.

It is agreed by all Parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are temporary part-time employees subject only to those benefits available to such employees.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The County Clerk Elections Department shall arrange for all election supplies and voting equipment including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The County Clerk Elections Department shall provide the necessary voter registration information, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election. If special maps are needed for a particular Political Subdivision, the County Clerk Election Department will order the maps and pass that charge on to that particular Political Subdivision.

Political Subdivision shall furnish the County Clerk a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). THE POLITICAL SUBDIVISION SHALL ALSO PROVIDE A COPY OF EACH CANDIDATE'S APPLICATION TO THE COUNTY CLERK ELECTIONS OFFICE. This list shall be delivered to the County Clerk Elections Department as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

VII. EARLY VOTING

The Parties agree to conduct joint early voting and to appoint the County Clerk as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Political Subdivision agrees to appoint the County Clerk's permanent county employees as deputy early voting clerks. The Parties further agree that each Early Voting Location will have an "Officer in Charge" who will receive compensation at an hourly rate of \$14.00. The clerks at each location will receive compensation at an hourly rate of \$12.00. Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the County Clerk shall receive applications for early voting ballots to be voted by mail in accordance with Chapter 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Department for processing.

The County Clerk Elections Department shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VIII. EARLY VOTING BALLOT BOARD

The County Clerk shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the County Clerk Elections Department, shall appoint two or more additional members to constitute the EVBB. The County Clerk Elections Department shall determine the number of EVBB members required to efficiently process the early voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The County shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Lisa Mujica
Alternate Counting Station Manager:	Brandy Pena
Tabulation Supervisor:	Susan Cunningham
Alternate Tabulation Supervisor:	Johnathan Escamilla
Presiding Judge:	Tamara Reynolds
Alternate Presiding Judge:	Dottie Cornett

The County Clerk Elections Department will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The County Clerk Elections Department shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

The County Clerk Elections Department shall submit all Cities' precinct by precinct returns to the Texas Secretary of State's Office electronically.

The County Clerk Elections Department shall post all election night results to County website on election night. <http://www.Brazoriacountyvotes.com>.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Parties agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared. The County participates in "Vote Centers," therefor all political subdivisions can vote at any location.

It is agreed that the normal rental rate charged for the County's voting equipment used on election day shall be calculated per polling locations and among the participants utilizing each polling location. (See "Exhibit 1" for rental rates.) Total cost will be calculated, and then multiplied by the Political Subdivisions percentage number of registered voters or with the minimum of \$1500.00, for those with lesser amount, additional cost associated will be itemized and billed.

Costs for Early Voting by Personal Appearance will also be charge with the same formula as Election Day. Those political subdivisions with the percentage of registered voters less than amount equal to \$1500.00 charged will be a minimum amount of \$1500.00.

Political Subdivision contracting for a runoff shall be responsible for all associated costs.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by County Clerk on behalf of the Political Subdivision. Any monies deposited with the county by the withdrawing authority shall be refunded, minus the aforementioned expenses.

XII. RECORDS OF THE ELECTION

The County Clerk is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority, as well as to the public, in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the County Clerk or at an alternate facility used for storage of county records. The County Clerk Elections Department shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the County Clerk shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the County Clerk any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the County Clerk and that the County Clerk shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The County Clerk Elections Department agrees to provide advisory services to the Political Subdivision as necessary to conduct a proper recount and cost of the recount depends on the size of the election and number of precincts to be recounted.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the election equipment and voting places; it is agreed that the County Clerk may contract with such other districts or political subdivisions for such purposes, and that in such event, there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The County Clerk shall file copies of this document with the County Treasurer and the County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting the Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the County Clerk, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code; however, any action taken is subject to any immunity provided by statute or common law to governmental entities. For purposes of this contract, the County Clerk's office is acting as a governmental entity covered by any immunity available to Brazoria County.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Brazoria County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.
7. In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
11. **Authorization of Agreement.** This Agreement has been approved and authorized by the governing body of the Political Subdivision.
12. **Purpose, Terms, Rights, and Duties of the Parties.** The purpose, terms, rights, and duties of the Parties shall be as set forth in this Agreement.
13. **Payments from Current Revenues.** Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to that paying Party.
14. **Fair Compensation.** The Parties acknowledge and agree that each of the payments contemplated by this Agreement fairly compensate the performing Party.
15. **Termination.** At any time and for any reason, either Party may terminate this Agreement by providing thirty (30) days' written notice of termination to the other Party.
16. **Funding.** The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's ***sole and exclusive remedy*** shall be to terminate this Agreement.
17. **No Joint Enterprise.** The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.
18. **Public Information.** This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552, et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.
19. **No Third-Party Beneficiaries.** This Agreement is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.
20. **No Personal Liability.** Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.

21. Nothing in this Agreement requires that either the Political Subdivision or County incur debt, assess or collect funds, or create a sinking fund.

22. **Sovereign Immunity Acknowledged and Retained.** THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that the Political Subdivision's obligation under the terms of this agreement shall be DETERMINED AFTER THE ELECTION. Political Subdivision agrees to pay to County a deposit of \$10,000.00. This deposit shall be paid to County within 10 business days after the final candidate filing deadline. The final candidate filing deadline is August 16, 2021. Therefore, deposit is due by **September 16, 2021**. The exact amount of the Political Subdivision's obligation under the terms of this Agreement shall be calculated after the November 2, 2021, election; and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to County the balance **due within thirty (30) days after receipt of the final invoice from the County's Election Department**. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties.

(1) On the _____ day of _____, 2021 been executed on behalf of the County Clerk by the County Clerk pursuant to the Texas Election Code;

(2) On the _____ day of _____, 2021 been executed on behalf of the Political Subdivision by its Mayor or authorized representative, pursuant to an action of the Political Subdivision.

BRAZORIA COUNTY, COUNTY CLERK by

Joyce Hudman, County Clerk

ATTEST:

PEARLAND INDEPENDENT SCHOOL DISTRICT, TEXAS

_____ By _____
Presiding Officer or Authorized Representative
PEARLAND INDEPENDENT SCHOOL DISTRICT



Board of Trustees Agenda Item Information

Meeting Date: August 16, 2021

Meeting Type

- ☒ Regular Meeting
- ☐ Special Meeting/Workshop
- ☐ Hearing

Agenda Placement

- | | |
|--|--|
| <input type="checkbox"/> Public Hearing | <input checked="" type="checkbox"/> Administrative Report |
| <input checked="" type="checkbox"/> Open Session | <input type="checkbox"/> Consent Agenda |
| <input type="checkbox"/> Executive Session | <input type="checkbox"/> Regular Agenda |
| <input type="checkbox"/> Recognition | <input checked="" type="checkbox"/> Information/Discussion |

Date Submitted: June 2, 2021

Subject: Update on Matters Associated with the Covid-19 Realities.

Executive Summary: The emergence of the Delta variant has triggered many responses and necessitated almost daily updates and changes to our intended procedures/plans – as indicated on the district’s website. Among the developments are the following:

- The CDC recommends in-person learning for the coming school year. Their latest guidance states “Students benefit from in-person learning and safely returning to in-person instruction in the fall 2021 is a priority.” See <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/k-12-guidance.html>
- Governor Abbott issued an Executive order requiring that masks in public schools are optional. The CDC states that “masks should be worn indoors by all individuals who are not fully vaccinated.” And CDC also states “In general, people do not need to wear masks when outdoors.”
- Large, highly urban school districts are acting independently of the Governor by mandating masks (i.e. Houston, Dallas, possibly Austin ISDs). They may have the legal and financial resources to do so. According to the Dallas ISD superintendent, he has 95% to 99% compliance among students/staff making their decision more palatable. We do not have those same demographics here in Pearland ISD.
- Given the contagious nature of the Delta Variant, Pearland ISD communication has “highly encouraged” students and staff to wear masks.
- A group of Texas parents are suing the state by taking the position that masks should be mandated.
- If the currently called “Special Session” of the Texas Legislature reaches a quorum, the Governor has placed Covid related issues on the agenda. But as of this writing, it is too early to predict an outcome – and any favorable developments are unlikely before mid-September or later.
- As the regular session of the Texas legislature drew to a close in May, a bill that might have allowed the continuation of remote instruction did not make it to the “finish line.” We understand that Senator Larry Taylor has plans to introduce, during Special Session, a bill that will expand remote learning.
- There are a few districts who will employ limited remote learning for students – but are doing so without state funding. They are therefore relying on their savings or they have received significant federal funds which they can use for this purpose. Pearland ISD does not have sufficient funding for this purpose.

- Independent of funding from the state, Pearland ISD can provide some short term remote options for students who have tested positive for Covid – much as is done for other illnesses/injuries.
- Pearland ISD will reinstate the “dashboard” feature of last year whereby parents can see the number of positive Covid cases on their child’s campus on a daily basis.
- Pearland ISD will also re-employ many of the preventive measures in place last year. This includes limiting visitors on campus, disinfecting/sanitizing, outdoor activities, etc.
- While each campus will make decisions that maximize social distancing, this will be a challenge given the large population of students expected on each campus.
- Pearland ISD has again applied to TEA to serve as Covid testing sites. TEA has not yet provided these tests for the coming year.
- Pearland ISD has also indicated willingness (through Region IV) to serve as vaccination site(s). However, vaccinations for students 11 and younger remain unavailable throughout the nation – for at least the first half of the fall semester.
- Pearland ISD will continue quarantining procedures – as amended by the CDC, TEA and regional health officials.
- Pearland ISD will continue to cooperate with Brazoria County Health officials for necessary contact tracing.
- While some have suggested that we segregate non mask wearers from mask wearers, this has been determined as not feasible since instructional decisions for placements of individual students are unique to each child.
- We anticipate that the variant will depress initial enrollment in August. However, student registration/enrollment is relatively robust; thus we won’t know of changed minds until late August or early September when more stable numbers are reported.
- We remain in daily/weekly contact with Houston area superintendents, health officials, and others in order to determine best practices for the start of school in the midst of this Delta variant.

Associated District Goal(s): All Four goals have been impacted by Covid-19 considerations.

Fiscal Impact:

- ☐ Recurring
☐ One-Time
☒ No Fiscal Impact

Funding Source:

- ☐ General Fund
☐ Grant Funds
☐ Other Funds (Specify)
 ESSER Funds

Fiscal Year:

- Amendment Required?
☐ Yes
☐ No

Superintendent’s Recommendation: This report is submitted for the board to read and comment/direct as desired.

Department Submitting: Superintendent

Requested By: N/A

Cabinet Member’s Approval: N/A

Board Approval Required: ☐ Yes ☒ No



Board of Trustees Agenda Item Information

Meeting Date: August 16, 2021

Meeting Type

- ☒ Regular Meeting
- ☐ Special Meeting/Workshop
- ☐ Hearing

Date Submitted: August 9, 2021

Agenda Placement

- | | |
|--|---|
| <input type="checkbox"/> Public Hearing | <input checked="" type="checkbox"/> Administrative Report |
| <input checked="" type="checkbox"/> Open Session | <input type="checkbox"/> Consent Agenda |
| <input type="checkbox"/> Executive Session | <input type="checkbox"/> Regular Agenda |
| <input type="checkbox"/> Recognition | <input type="checkbox"/> Information/Discussion |

Subject: Final Quarter Investment Report for Fiscal Year 2020-2021

Executive Summary: The attached Report of Investments is presented in order to comply with Chapter 2256 of the Texas Government Code which is commonly referred to as the Public Funds Investment Act (PFIA).

Administration is pleased to report that all investments were in compliance with the district's investment policy and pledged securities were sufficient to protect the district's funds at all times during the quarter ending June 30, 2021.

An upcoming rebranding change to one of the district's approved Governmental Investment Pools will occur September 1, 2021. TexasTERM Local Government Investment Pool will rebrand to be known as the Texas Range Investment Program ("Texas Range"). This rebranding will present an opportunity to offer a new portfolio option, TexasDAILY Select which is designed to provide a high degree of liquidity and principal stability while taking advantage of all security types permitted by the PFIA. No action is required to continue investing in any of the Texas Range Investment Programs.

No action is required on behalf of the school board.

Associated District Goal: Strategic Goal 4.1 Maximize funding to design a budget that ensures a strong financial position.

Fiscal Impact:

Cost:

- ☐ Recurring
- ☐ One-Time
- ☒ No Fiscal Impact

Funding Source:

- ☐ General Fund
- ☐ Grant Funds
- ☐ Other Funds (Specify)

Fiscal Year:

- Amendment Required?
- ☐ Yes
 - ☒ No

Superintendent's Recommendation: N/A

Department Submitting: Business Office

Requested By: Yvette Rogers

Cabinet Member's Approval: Jorgannie Carter

Board Approval Required: ☐ Yes ☒ No

**PEARLAND INDEPENDENT SCHOOL DISTRICT
QUARTERLY REPORT ON INVESTMENTS
FOR THE QUARTER ENDING JUNE 30, 2021**

<u>Security Description</u>	<u>Maturity Date</u>	<u>Average Interest Rate</u>	<u>April 1, 2021 Beg. Balance (Book = Market)</u>	<u>Contributions</u>	<u>Withdrawals</u>	<u>Interest Received</u>	<u>June 30, 2021 Ending Balance (Book = Market)</u>
General Fund							
Wells Fargo	N/A	0.1700%	\$34,213,205	\$85,162,042	\$94,462,146	\$16,784	\$24,929,885
TexPool	N/A	0.0123%	12,410,544	34,207,317	44,380,114	336	2,238,083
TexPool (Land Sale)	N/A	0.0123%	2,773,932	0	0	85	2,774,016
TexPool Prime	N/A	0.0772%	10,489,155	0	0	2,018	10,491,173
Texas CLASS	N/A	0.0745%	10,728,282	0	0	1,994	10,730,276
Texas CLASS Government	N/A	0.0448%	5,010,854	0	0	561	5,011,415
General Fund Total			75,625,973	119,369,359	138,842,260	21,778	56,174,849
Debt Service Fund							
Wells Fargo	N/A	0.1700%	65,022	0	0	0	65,023
TexPool	N/A	0.0123%	15,438,683	980,989	0	483	16,420,155
TexPool Prime	N/A	0.0772%	3,146,936	0	0	605	3,147,541
Texas CLASS	N/A	0.0745%	2,744,621	0	0	510	2,745,131
Texas CLASS Government	N/A	0.0448%	2,505,427	0	0	281	2,505,708
Debt Service Total			23,900,689	980,990	0	1,879	24,883,558
Capital Projects Fund							
TexPool (Bond)	N/A	0.0123%	3,984,995	0	1,693,770	91	2,291,315
TexPool (CIP)	N/A	0.0123%	4,741,437	399,125	791,404	128	4,349,286
TexPool Prime (CIP)	N/A	0.0772%	7,024,794	0	0	1,351	7,026,145
Texas CLASS (Bond)	N/A	0.0745%	2,427,923	0	0	451	2,428,374
TexasTerm Daily (Bond)	N/A	0.0400%	2,504,105	0	0	253	2,504,358
Capital Projects Fund Total			20,683,253	399,125	2,485,174	2,275	18,599,478
Proprietary Fund (Workers' Comp & 461 Campus/Dept Act)							
Wells Fargo - Worker's Comp	N/A	0.1700%	112,130	5,832	3,743	0	114,219
Wells Fargo-461 Campus/Dept Act	N/A	0.1700%	600,926	3,122,944	7,827	0	3,716,043
TexPool - Workers Comp	N/A	0.0123%	310,913	0	0	10	310,922
Proprietary Fund Total			1,023,969	3,128,776	11,570	10	4,141,184
Fiduciary Fund (Student Activity Funds)							
Wells Fargo	N/A	0.1700%	640,109	354,558	344,255	0	650,413
Fiduciary Fund Total			640,109	354,558	344,255	0	650,413
Total District Investments			\$121,873,993	\$124,232,808	\$141,683,259	\$25,942	\$104,449,483
Portfolio Summary							
Wells Fargo	N/A	0.1700%	\$35,631,393	\$85,522,432	\$94,810,144	\$16,785	\$29,475,583
TexPool	N/A	0.0123%	39,660,503	35,587,432	46,865,289	1,132	28,383,778
TexPool Prime	N/A	0.0772%	20,660,885	0	0	3,975	20,664,860
Texas CLASS	N/A	0.0745%	15,900,826	0	0	2,955	15,903,781
Texas CLASS Government	N/A	0.0448%	7,516,281	0	0	842	7,517,123
TexasTerm Daily	N/A	0.0400%	2,504,105	0	0	253	2,504,358
Total of All Investments			\$121,873,993	\$121,109,864	\$141,675,432	\$25,942	\$104,449,483



**Pearland Independent School District
Quarterly Investment Report
For the Three Months Ended June 30, 2021**

This report is presented in order to comply with Chapter 2256 of the Texas Government Code, which is commonly referred to as the Public Funds Investment Act (PFIA). The investment position of the District as of the date above is in compliance with Board-approved Investment Policy and Strategy, the Public Funds Investment Act, and Generally Accepted Accounting Principles.

District Investments

The District's investments consist of balances held at Wells Fargo, Texas Local Government Investment Pool ("TexPool"), TexPool Prime, Texas Cooperative Liquid Assets Securities Systems Trust ("Texas CLASS"), and TexasTERM Local Government Investment Pool ("TexasTERM") as follows:

- **Wells Fargo Bank, NA** is the district's depository bank for the 2019-2021 biennium; funds maintained here are used to meet the daily cash needs of the district and collateralized by the Bank of New York.

The Bank of New York holds pledged securities for Wells Fargo Bank, NA for safekeeping and trust. At all times during the quarter ending June 30, 2021 the pledged securities held on behalf of the district were in an amount sufficient to protect the district's funds on deposit. The following amounts were on deposit and pledged on behalf of Pearland Independent School District as of June 30, 2021:

<u>Depository</u>	<u>District Funds Invested</u>	<u>Bank Pledged Securities</u>
Wells Fargo Bank, NA	\$29,475,583	\$45,521,477

- **TexPool & TexPool Prime** are the largest and oldest local government investment pool in the State of Texas. It is overseen by the State Comptroller's office and managed by Federated Investors. Both pools are managed conservatively to provide a safe, efficient, and liquid investment alternative to Texas governments. The pools seek to maintain a \$1.00 value per share as required by the Texas Public Funds Investment Act. TexPool investments consist exclusively of U. S. Government securities, repurchase agreements collateralized by U. S. Government securities, and AAA-rated no-load money market mutual funds. TexPool Prime invests in the above plus, commercial paper and certificates of deposits in addition to the aforementioned investments.
- **Texas CLASS & Texas CLASS Government** were established in 1996 as local government investment pool. Texas Class invests in government obligations, money markets, repurchase agreements and commercial paper in order to preserve principal, maintain the liquidity of the

funds, and maximize yield. Texas CLASS Government invests in securities issued or guaranteed by the US government, its agencies, or instrumentalities, and repurchase agreements.

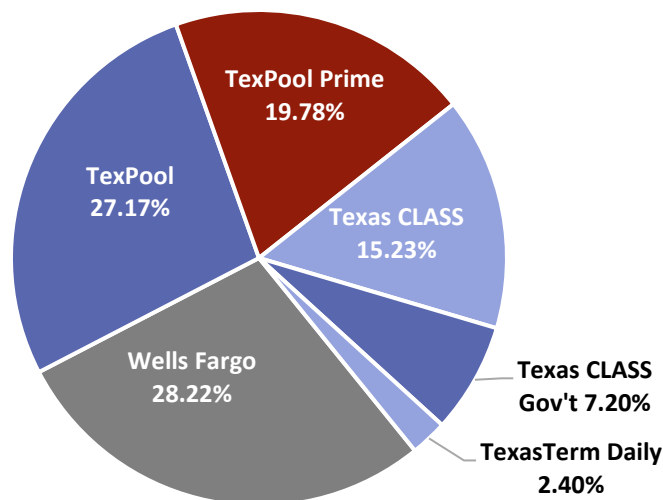
- TexasTERM** is a local government investment pool that offers four distinct investment options. TexasTERM CP is a fixed-rate, fixed-term portfolio investing in commercial paper with a minimum rating of A1/P1. The District may lock in a rate for a term of 90 days to 270 days. In addition, the District participates in TexasTERM Daily, which is a local government investment money market portfolio with daily liquidity. The District uses it as a sweep account where interest earnings and/or matured investments in TexasTERM CP are held until reinvestment. Effective September 1, 2021, the investment pool will rebrand to become **Texas Range** and will add TEXASDAILY Select to its portfolio offerings, which will provide a high degree of liquidity and principal stability while taking advantage of all security types permitted by the PFIA.

Summary of Cash and Investments

As of June 30, 2021, the District's investment portfolio was comprised as follows:

	Balance as of 06/30/21	Interest Earned This Quarter	Interest Earned Fiscal Year to Date
Wells Fargo	\$29,475,583	\$16,785	\$49,159
TexPool	28,383,778	1,132	46,729
TexPool Prime	20,664,860	3,975	30,172
Texas CLASS	15,903,781	2,955	27,352
Texas CLASS Government	7,517,123	842	12,016
TexasTERM CP	0	0	2,942
TexasTERM Daily	2,504,358	253	765
Total Investment Portfolio	<u>\$104,449,483</u>	<u>\$25,942</u>	<u>\$169,135</u>

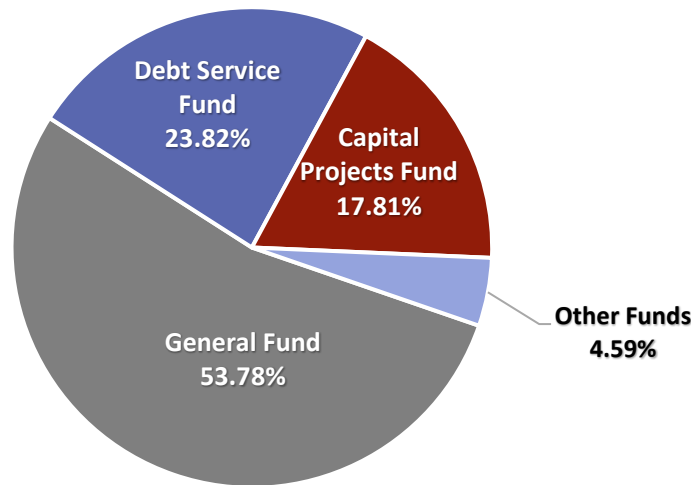
Portfolio by Issuer



As of June 30, 2021, the District's cash and investment position was distributed as follows:

	Cash	Temporary Investments	Total
General Fund	\$24,929,885	\$31,244,964	\$56,174,849
Debt Service Fund	65,023	24,818,535	24,883,558
Capital Projects Fund	0	18,599,478	18,599,478
Proprietary Fund	114,219	4,026,965	4,141,184
Fiduciary Fund	650,413	0	650,413
Total	\$25,759,540	\$78,689,942	\$104,449,483

Portfolio by Fund



Interest Earned

The District's interest earnings for the final quarter of the fiscal year ending June 30, 2021 totaled \$25,942. The following table presents the interest earned by fund and investment:

	Wells Fargo	TexPool	TexPool Prime	Texas CLASS	Texas CLASS Gov't	Texas DAILY	Total
Monthly Avg. Rate	0.170%	0.012%	0.077%	0.075%	0.045%	0.040%	
General Fund	\$16,785	\$421	\$2,018	\$1,994	\$561	\$0	\$21,778
Debt Service Fund	0	483	605	510	281	0	1,879
Capital Projects Funds	0	219	1,351	451	0	253	2,275
Proprietary Fund	0	10	0	0	0	0	10
Total	\$16,785	\$1,132	\$3,975	\$2,955	\$842	\$253	\$25,942

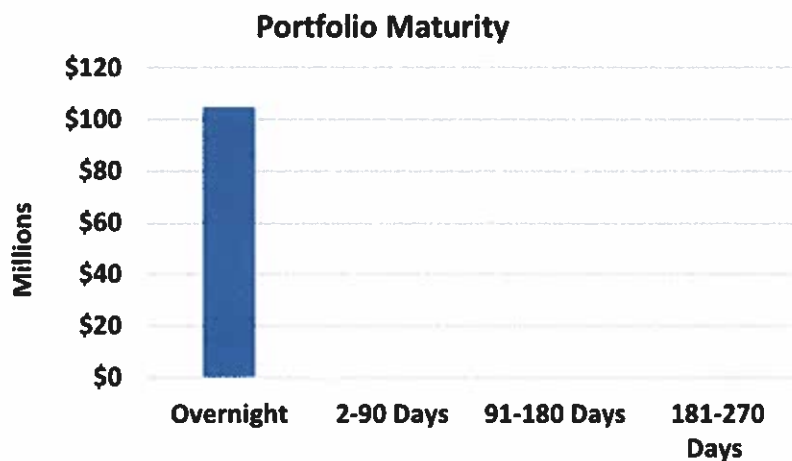
The weighted average yield (WAY) for all investments as of June 30, 2021 was 0.077 %.

Weighted Average Maturity

Weighted average maturity (WAM) is the average time until a portfolio's securities mature, weighted in proportion to the amount invested in the portfolio. Per policy CDA (Local), the District's WAM shall not exceed 180 days and the maximum allowable stated maturity of any other individual investment owned by the District shall not exceed one year from the time of purchase.

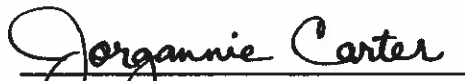
Although TexPool, TexPool Prime, and Texas CLASS have WAMs that are greater than one, the funds are available to the District within one day. During this quarter, the District did not maintain an investment in a commercial paper pool to allow for capital project cash flow requirements and excessive market validity.

The graph below depicts the maturity schedule of the District's investments as of June 30, 2021; the District's WAM was one day.



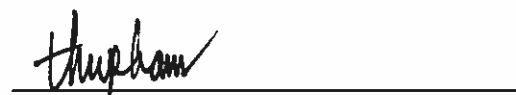
Certification Statement

As the approved investment officer of Pearland Independent School District, I hereby certify that the information provided in this Investment Report represents the investment position of the District as of June 30, 2021 and is in compliance with the Board-approved Investment Policy and Strategy, the Public Funds Investment Act, and Generally Accepted Accounting Principles.


Jorgannie Carter, CPA
Chief Financial Officer


Britt Madden
Financial Controller


Yvette Rogers
Director of Budget & Compliance


Thu Pham
Director of Accounting



Board of Trustees Agenda Item Information

Meeting Date: August 16, 2021

Meeting Type

- ☒ Regular Meeting
- ☐ Special Meeting/Workshop
- ☐ Hearing

Agenda Placement

- | | |
|--|---|
| <input type="checkbox"/> Public Hearing | <input checked="" type="checkbox"/> Administrative Report |
| <input checked="" type="checkbox"/> Open Session | <input type="checkbox"/> Consent Agenda |
| <input type="checkbox"/> Executive Session | <input type="checkbox"/> Regular Agenda |
| <input type="checkbox"/> Recognition | <input type="checkbox"/> Information/Discussion |

Date Submitted: August 9, 2021

Subject: Interim Financial Statement Report as of May 31, 2021

Executive Summary: The attached Financial Statement Report provides the Fiscal Year 2020-2021 update for the eleven-month period ending May 31, 2021.

This report includes an Interim Statement of Revenues and Expenditures for all appropriated funds (i.e. General Fund, Food Service Fund, and Debt Service Fund).

General Fund – Revenues realized during the eleven-months of operations total 79.1% due to the delay in receiving state funds; actual expenditures total 88.6%.

Food Service Fund – Revenues are \$1.7 million below last year's revenues for the same eleven-month period due to a decrease in total meals served and a decrease in the amount of a la carte sales due to fewer students attending on-campus learning. Expenditures are \$1.0 million lower than last year for the same eleven-month period due to a decrease in supplies needed for the number of meals served.

Debt Service Fund – Revenues realized total 96.2% of budgeted revenues while expenditures total 106.4%

Tax Revenue and Collections – Property tax collections up to May 31, 2021 were 97.1% as compared to 96.5% for the same eleven-month period during the prior year.

No action is required on behalf of the school board.

Associated District Goal: Finance: Pearland ISD will strategically maximize financial assets to provide resources to meet student needs in partnership with families and the greater community.

Fiscal Impact:

Cost:

- ☐ Recurring
- ☐ One-Time
- ☒ No Fiscal Impact

Funding Source:

- ☐ General Fund
- ☐ Grant Funds
- ☐ Other Funds (Specify)
- ☒ Not Applicable

Fiscal Year:

Amendment Required?

- ☐ Yes
- ☒ No

Superintendent's Recommendation: N/A

Department Submitting: Business Office

Requested By: Thu Pham

Cabinet Member's Approval: Jorgannie Carter

Board Approval Required: ☐ Yes ☒ No

PEARLAND INDEPENDENT SCHOOL DISTRICT
GENERAL OPERATING FUND
Interim Statement of Revenues and Expenditures (Unaudited)
May 31, 2021

	BUDGET				
	Adopted	Board Amended	YTD Actual	Remaining Budget	Percent Realized/ Expended
Revenues					
5700 Local and Intermediate Sources	\$80,670,411	\$78,648,047	\$76,792,113	\$1,855,934	97.6%
5800 State Program Revenue	105,193,369	104,990,756	67,787,269	37,203,487	64.6%
5900 Federal Program Revenue	2,785,000	1,978,400	2,178,118	(199,718)	110.1%
Total Revenues	<u>188,648,780</u>	<u>185,617,203</u>	<u>146,757,500</u>	<u>38,859,703</u>	<u>79.1%</u>
Expenditures by Function					
11 Instruction	109,967,131	113,283,627	101,575,484	11,708,143	89.7%
12 Instructional Res. & Media Svcs.	1,911,250	1,932,048	1,717,868	214,180	88.9%
13 Curriculum & Staff Development	5,579,866	5,628,265	4,853,453	774,812	86.2%
21 Instructional Leadership	2,557,411	2,861,062	2,414,500	446,562	84.4%
23 School Leadership	12,405,053	12,586,982	11,402,964	1,184,018	90.6%
31 Guidance & Counseling	7,700,362	7,883,223	7,019,402	863,821	89.0%
32 Social Work Services	765,261	869,091	728,683	140,408	83.8%
33 Health Services	1,913,867	2,359,229	1,952,929	406,300	82.8%
34 Student Transportation	7,424,353	7,272,191	6,062,221	1,209,970	83.4%
36 Extra-Curricular Activities	5,198,253	4,936,370	4,061,299	875,071	82.3%
41 General Administration	5,138,545	5,478,155	4,546,910	931,245	83.0%
51 Plant Maintenance & Operations	21,543,782	23,106,150	20,221,350	2,884,800	87.5%
52 Security & Monitoring Services	2,396,935	2,020,689	1,836,748	183,941	90.9%
53 Data Processing Services	4,560,755	4,961,243	4,522,860	438,383	91.2%
61 Community Service	11,187	11,187	1,452	9,735	13.0%
95 Payment to JJAEP	80,000	30,000	7,500	22,500	25.0%
99 Other Intergovernmental Charges	727,128	727,128	643,302	83,826	88.5%
Total Expenditures	<u>189,881,139</u>	<u>195,946,640</u>	<u>173,568,924</u>	<u>22,377,716</u>	<u>88.6%</u>
Revenues Over/(Under) Expenditures	(1,232,359)	(10,329,437)	(26,811,424)		
Other Financing Sources/(Uses)		-	8,659		
Net Change in Fund Balance	(1,232,359)	(10,329,437)	(\$26,802,765)		
Fund Balance 7/1/20	<u>\$62,308,136</u>	<u>62,308,136</u>			
Estimated Fund Balance 6/30/21		<u><u>\$51,978,699</u></u>			
Expenditures by Major Object					
61XX Payroll	\$166,295,957	\$167,977,405	\$149,787,934	\$18,189,471	89.2%
62XX Contracted Services	12,141,673	13,888,703	11,199,275	2,689,428	80.6%
63XX Supplies and Materials	7,554,407	10,014,853	8,634,794	1,380,059	86.2%
64XX Other Operating Expenditures	3,722,202	3,861,811	3,781,873	79,938	97.9%
66XX Capital Outlay	166,900	203,868	165,048	38,820	81.0%
Total Expenditures	<u>\$189,881,139</u>	<u>\$195,946,640</u>	<u>\$173,568,924</u>	<u>\$22,377,716</u>	<u>88.6%</u>

PEARLAND INDEPENDENT SCHOOL DISTRICT
FOOD SERVICE FUND
Interim Statement of Revenues and Expenditures (Unaudited)
May 31, 2021

	BUDGET				
	Adopted	Board Amended	YTD Actual	Remaining Budget	Percent Realized/ Expended
Revenues					
5700 Local and Intermediate Sources	\$5,027,420	\$954,547	\$887,494	\$67,053	93.0%
5800 State Program Revenue	309,000	309,000	248,357	60,643	80.4%
5900 Federal Program Revenue	5,000,100	5,000,050	5,005,638	(5,588)	100.1%
Total Revenues	<u>10,336,520</u>	<u>6,263,597</u>	<u>6,141,489</u>	<u>122,108</u>	<u>98.1%</u>
Expenditures by Function					
35 Food Service	10,435,520	7,692,445	7,058,854	633,591	91.8%
81 Capital Outlay		280,000	240,152	39,848	85.8%
Total Expenditures	<u>10,435,520</u>	<u>7,972,445</u>	<u>7,299,006</u>	<u>673,439</u>	<u>91.6%</u>
Revenues Over/(Under) Expenditures	(99,000)	(1,708,848)	(1,157,517)		
Other Financing Sources/(Uses)	<u>-</u>	<u>-</u>	<u>-</u>		
Net Change in Fund Balance	(99,000)	(1,708,848)	(\$1,157,517)		
Fund Balance 7/1/20	<u>\$2,287,293</u>	<u>2,287,293</u>			
Estimated Fund Balance 6/30/21		<u><u>\$578,445</u></u>			
Expenditures by Major Object					
61XX Payroll	\$4,206,800	\$4,206,800	\$3,800,869	\$405,931	90.4%
62XX Contracted Services	87,500	87,500	48,460	39,040	55.4%
63XX Supplies and Materials	5,894,500	3,371,425	3,197,444	173,981	94.8%
64XX Other Operating Expenditures	16,720	16,720	5,678	11,042	34.0%
66XX Capital Outlay	230,000	290,000	246,556	43,444	85.0%
Total Expenditures	<u><u>\$10,435,520</u></u>	<u><u>\$7,972,445</u></u>	<u><u>\$7,299,006</u></u>	<u><u>\$673,439</u></u>	<u><u>91.6%</u></u>

PEARLAND INDEPENDENT SCHOOL DISTRICT
DEBT SERVICE FUND
Interim Statement of Revenues and Expenditures (Unaudited)
May 31, 2021

	BUDGET				
	Adopted	Board Amended	YTD Actual	Remaining Budget	Percent Realized/ Expended
Revenues					
5700 Local and Intermediate Sources	\$37,252,486	\$37,252,486	\$36,046,160	\$1,206,326	96.8%
5800 State Program Revenue	713,883	\$713,883	467,156	246,727	65.4%
Total Revenues	<u>37,966,369</u>	<u>37,966,369</u>	<u>36,513,316</u>	<u>1,453,053</u>	<u>96.2%</u>
Expenditures by Function					
71 Debt Service	<u>34,193,217</u>	<u>34,193,217</u>	<u>36,373,613</u>	<u>(2,180,396)</u>	<u>106.4%</u>
Total Expenditures	<u>34,193,217</u>	<u>34,193,217</u>	<u>36,373,613</u>	<u>(2,180,396)</u>	<u>106.4%</u>
Revenues Over/(Under) Expenditures	3,773,152	3,773,152	139,704		
Other Financing Sources/(Uses)	<u>-</u>	<u>(2,240,000)</u>	<u>(446,741)</u>		
Net Change in Fund Balance	3,773,152	1,533,152	(\$307,038)		
Fund Balance 7/1/20	<u>\$24,836,124</u>	<u>24,836,124</u>			
Estimated Fund Balance 6/30/21		<u><u>\$26,369,276</u></u>			
Expenditures by Major Object					
65XX Debt Service	<u>\$34,193,217</u>	<u>\$34,193,217</u>	<u>\$36,373,613</u>	<u>(2,180,396)</u>	<u>106.4%</u>
Total Expenditures	<u><u>\$34,193,217</u></u>	<u><u>\$34,193,217</u></u>	<u><u>\$36,373,613</u></u>	<u><u>(2,180,396)</u></u>	<u><u>106.4%</u></u>

PEARLAND INDEPENDENT SCHOOL DISTRICT
ANALYSIS OF TAX REVENUE & COLLECTIONS
As of May 31, 2021

TAX RATE	Adopted*
Maintenance & Operations (M&O)	\$0.8929
Interest & Sinking (I&S)	0.4256
Total Tax Rate	<u>\$1.3185</u>

TAXABLE VALUES & TAX LEVY			
	Certified	Adjusted	% Inc/(Dec)
Taxable Values			
Certified Taxable Value	\$8,501,502,251	\$8,501,502,251	
Adjustments	600,000,000 *	444,959,495	
Adjusted Taxable Value	<u>\$9,101,502,251</u>	<u>\$8,946,461,746</u>	-1.7%
Tax Levy			
Subtotal (/100 * Tax Rate)	\$120,003,307	\$117,959,098	
Less: Over Age 65 and/or Frozen	(4,544,343) *	(4,230,421)	
Net Tax Levy	<u>\$115,458,964</u>	<u>\$113,728,677</u>	-1.5%

* Estimated for Budget Purposes

PROPERTY TAX REVENUE			
	Amended Budget	YTD Collected	% Collected
General Fund			
199 - Current Year Collections	\$76,626,047	\$74,802,589	97.6%
199 - Prior Year Collections	900,000	795,571	88.4%
Total - General Fund	<u>77,526,047</u>	<u>75,598,159</u>	97.5%
Debt Service Fund			
599 - Current Year Collections	36,797,486	35,603,918	96.8%
599 - Prior Year Actual Collections	280,000	327,124	116.8%
Total - Debt Service Fund	<u>37,077,486</u>	<u>35,931,041</u>	96.9%
Total - All Funds			
Total Current Year Collections	113,423,533	110,406,506	97.3%
Total Prior Year Collections	1,180,000	1,122,694	95.1%
Total - All Funds	<u>\$114,603,533</u>	<u>\$111,529,200</u>	97.3%

PERCENTAGE OF TAX LEVY COLLECTED AS OF APRIL 30, 2021		
Compared to Net Tax Levy:	Certified	Adjusted
FY 2020-21	95.6%	97.1%
FY 2019-20		96.5%

Note: The information on this analysis reflects tax collections as of May 31, 2021 by Brazoria County Tax Office on behalf of Pearland ISD. However, the District records tax revenues when cash is received from Brazoria County Tax Office.

2016 BOND BUDGET AND PROJECTIONS

Updated: August 10, 2021

Package	Schools	Actual Spent/Encumbered	Anticipated Projects	Total Cost
A	Dawson HS	\$ 29,134,833	\$ -	\$ 29,134,833
	<i>Actuals</i>	\$ 29,127,025		
	<i>Encumbrance + Req</i>	\$ 7,809		
B	Pearland HS, Rig Phase I & II	\$ 51,984,781	\$ -	\$ 51,984,781
Pearland HS	<i>Actuals</i>	\$ 51,969,883		
	<i>Encumbrance + Req</i>	\$ 14,898		
C	Turner HS	\$ 26,071,724	\$ -	\$ 26,071,724
Turner	<i>Actuals</i>	\$ 26,061,499		
	<i>Encumbrance + Req</i>	\$ 10,225		
D	JHW,Sab,Jamison, JHE	\$ 50,056,602	\$ -	\$ 50,056,602
JH, MS	<i>Actuals</i>	\$ 50,039,802		
	<i>Encumbrance + Req</i>	\$ 16,799		
E	Rustic Oaks, Challenger, Shadycrest, Harris, Silverlake, Lawhon	\$ 24,708,828	\$ -	\$ 24,708,828
Elem.	<i>Actuals</i>	\$ 24,686,496		
	<i>Encumbrance + Req</i>	\$ 22,332		
F	Security Upgrades at all campuses	\$ 9,048,772	\$ -	\$ 9,048,772
Security	<i>Actuals</i>	\$ 8,986,416		
	<i>Encumbrance + Req</i>	\$ 62,356		
Added Projects	Board Approved Additional Projects	\$ 9,974,559	\$ 830,456	\$ 10,805,015
	<i>Actuals</i>	\$ 6,477,751	<i>Capital Renewal Projects</i>	
	<i>Encumbrance + Req</i>	\$ 3,496,808		
I.T.	Technology	\$ 19,049,123	\$ 295,877	\$ 19,345,000
	<i>Actuals</i>	\$ 18,928,760	<i>Technology Budget</i>	
	<i>Encumbrance + Req</i>	\$ 120,363	<i>Remaining</i>	
Total:		\$ 220,029,223	\$ 1,126,333	\$ 221,155,556

Original Bond Budget	\$ 220,000,000
Interest Earned/TRS On Behalf Recognition	\$ 2,935,084
Total Bond Cost	\$ (221,155,556)
Remaining Balance	\$ 1,779,528