

**Agenda of REGULAR MEETING**  
**The Board of Trustees**  
**Pearland Independent School District**

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Notice is hereby given that a Regular Meeting of the Pearland Independent School District will be held on **Tuesday, June 14, 2022**, beginning at 5:00 PM at Pearland Independent School District, 1928 North Main, Pearland, Texas 77581.

The Meeting will also be livestreamed:  
<https://www.youtube.com/user/ThePearlandISD/live>

Public Comment: A link to a public comment form is available at:  
<https://www.pearlandisd.org/publiccomment>. This form must be completed and submitted prior to June 13, 2022 at 5:00 pm if you wish to address the Board of Trustees on an agenda or non-agenda item. 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. **Board Recognition**
4. **Closed Meeting** as Authorized by Section 551.001 et seq. of the Government Code
  - A. 551.071 - Private Consultation with the Board's Attorney Regarding any Item on the Agenda
  - B. 551.072 - Discussing Purchase, Exchange, Lease or Value of Real Property
  - C. 551.074 - Personnel Discussion
    1. Employment of Professional and Instructional Personnel
    2. 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
    1. Consider the Level Three Parent Appeal under Board Policy FNG (Local) regarding the process involved in determining a student violated the student code of conduct including complaint(s) against employee(s). A presentation in accordance with Board Policy FNG (Local) in this matter may be heard in Open Session, as requested in writing by the parent (Tex. Gov. Code 551.082), subject to the exception that a board may not conduct a closed meeting to hear the complaint against an employee if the employee who is the subject of the deliberation or hearing requests a public hearing. (Tex. Gov. Code 551.074)
5. **Reconvene** in Open Session
6. **Introductory Remarks** - Trustee Nanette Weimer
  - 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. **Consider Action** on Items Discussed in Closed Session as Listed Under Closed Meeting in this Notice

|     |   |     |
|-----|---|-----|
| A.  | Consideration and Possible Action Regarding Level Three Parent Appeal Pursuant to Board Policy FNG (Local) (E.1)  | 3   |
|     |   | 2   |
| 8.  | <b>Public Comment</b> [Length of time of each not to exceed three (3) minutes]  |     |
| 9.  | <b>Public Hearing</b>   |     |
| A.  | Public Hearing to Discuss Fiscal Year 2022-23 Budget and Proposed Tax Rate  | 5   |
| B.  | Notice of Intent to Apply for 2022-2023 Federal Entitlement Block Grants  | 24  |
| 10. | <b>New Business</b> - Consideration of and Possible Action on the Following   |     |
| A.  | <b>Consent Agenda</b>   |     |
| 1.  | Approve Minutes of the Regular Board Meeting on May 17, 2022 and Special Board Meeting on May 24, 2022  | 26  |
| 2.  | Approve the 2022-2023 School Year Teacher Appraisal Calendar for Pearland ISD (T-TESS) Texas Teacher Evaluation and Support System                                      | 34  |
| 3.  | Approve the Texas Teacher Evaluation and Support System (T-TESS) Administrator Appraiser List for the 2022-2023 School Year   | 36  |
| 4.  | Approve Communities in Schools Partnership Agreement for 2022-2023 School Year  | 38  |
| 5.  | Approve Communities in Schools Premier Academy Partnership Agreement for 2022-2023 School Year  | 47  |
| 6.  | Consider Approval of Budget Amendment #3  | 54  |
| 7.  | Approve Procured Budgeted Purchases that Aggregate \$75,000 or More   | 58  |
| 8.  | Consider Approval of the Interlocal Agreement with the City of Pearland for the School Resource Officer (SRO) Program   | 109 |
| 9.  | Consider Resolution Approving the Individual Authorized to Calculate the No-New-Revenue Tax Rate, The Voter-Approval Tax Rate and Other Truth-In-Taxation Requirements. | 115 |
| B.  | <b>Regular Agenda</b>   |     |
| 1.  | Consider Resolution Providing for the Cash Defeasance of Certain Currently Outstanding Obligations from the Series 2017 Bonds   | 117 |
| 2.  | Consider Approval of Fiscal Year 2022-23 Budget   | 124 |
| 3.  | Designate Delegate and Alternate to the 2022 TASB Delegate Assembly   | 126 |
| 11. | <b>Administrative Reports</b>   |     |
| A.  | Interim Financial Statement Report as of April 30, 2022   | 127 |
| B.  | Review of Safe and Secure School Infrastructure and Processes   | 135 |
| 12. | <b>Adjournment</b>  |     |

### ***Certificate of Posting***

On **June 9, 2022 at 4:00 p.m.** 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.

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Secretary to Board of Trustees



# Board of Trustees Agenda Item Information

**Meeting Date:** June 14, 2022

|  |  |
|--|--|
| <b>Meeting Type</b><br><input checked="" type="checkbox"/> Regular Meeting<br><input type="checkbox"/> Special Meeting/Workshop<br><input type="checkbox"/> Hearing<br><br><b>Date Submitted:</b> June 8, 2022 | <b>Agenda Placement</b><br><input type="checkbox"/> Public Hearing<br><input type="checkbox"/> Open Session<br><input checked="" type="checkbox"/> Executive Session<br><input type="checkbox"/> Recognition<br><input type="checkbox"/> Administrative Report<br><input checked="" type="checkbox"/> Consent Agenda<br><input type="checkbox"/> Regular Agenda<br><input type="checkbox"/> Information/Discussion |
|--|--|

**Subject:** Consideration and Possible Action Regarding Level Three Parent Appeal Pursuant to Board Policy FNG (Local)

**Executive Summary:**

Parent has filed an appeal of the Level Two decision of a matter related to determining a student violated the student code of conduct including a complaint/complaints against an employee/employees.

In accordance with Board Policy FNG (Local) the Board may decide to consider the appeal solely on the written materials or may decide to hear a presentation from the parent.

The Tex. Gov. Code 551.082 requires the Board to hear the matter in open upon written request by the parent. Upon a decision to hear a presentation, the presentation should be heard in Open Session, as requested in writing by the parent. This is subject to the exception that a board may not conduct a closed meeting to hear the complaint against an employee if the employee who is the subject of the deliberation or hearing requests a public hearing. (Tex. Gov. Code 551.074)

To the extent the matter pertains to a complaint/complaints against an employee/employees, no request has been made to hear such complaint(s) in an open meeting; therefore, any portion of the complaint regarding a district employee should be heard in closed session.

Upon considering the complaint, the Board may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

|  |   |   |
|--|---|---|
| <b>Fiscal Impact:</b><br><b>Cost:</b><br><input type="checkbox"/> Recurring<br><input type="checkbox"/> One-Time<br><input checked="" type="checkbox"/> No Fiscal Impact | <b>Funding Source:</b><br><input type="checkbox"/> General Fund<br><input type="checkbox"/> Grant Funds<br><input type="checkbox"/> Other Funds (Specify) | <b>Fiscal Year:</b><br>Amendment Required<br><input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |
|--|---|---|

**Superintendent's Recommendation:** That the Board of Trustees uphold the decision of the Level Two Administration in its entirety.

**Department Submitting:** Superintendent Office

**Requested By:** Larry Berger,  
Superintendent

**Cabinet Member's Approval:** Larry Berger,  
Superintendent

**Board Approval Required:**      Yes      No



# Board of Trustees Agenda Item Information

**Meeting Date:** June 14, 2022

|   |   |
|---|---|
| <b>Meeting Type</b><br><input type="checkbox"/> Regular Meeting<br><input type="checkbox"/> Special Meeting/Workshop<br><input type="checkbox"/> Hearing<br><br><b>Date Submitted:</b> June 6, 2022 | <b>Agenda Placement</b><br><input checked="" type="checkbox"/> Public Hearing<br><input type="checkbox"/> Open Session<br><input type="checkbox"/> Executive Session<br><input type="checkbox"/> Recognition<br><input type="checkbox"/> Administrative Report<br><input type="checkbox"/> Consent Agenda<br><input type="checkbox"/> Regular Agenda<br><input type="checkbox"/> Information/Discussion |
|---|---|

**Subject:** Public Hearing to Discuss Fiscal Year 2022-23 Budget and Proposed Tax Rate

**Executive Summary:** Attached document:

1. Notice of Public Meeting to Discuss Budget and Proposed Tax Rate
2. Fiscal Year 2022-23 Proposed Annual Budget

**Associated District Goal:** Supports all District Goals.

|  |  |  |
|--|--|--|
| <b>Fiscal Impact:</b><br><br><b>Cost:</b><br><input type="checkbox"/> Recurring<br><input checked="" type="checkbox"/> One-Time<br><input type="checkbox"/> No Fiscal Impact | <b>Funding Source:</b><br><input checked="" type="checkbox"/> General Fund<br><input checked="" type="checkbox"/> Food Service Fund<br><input checked="" type="checkbox"/> Debt Service Fund | <b>Fiscal Year:</b><br>Amendment Required?<br><input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |
|--|--|--|

**Superintendent's Recommendation:** N/A

|  |  |
|--|--|
| <b>Department Submitting:</b> Business Office                  | <b>Requested By:</b> Jorgannie Carter, CFO |
| <b>Cabinet Member's Approval:</b> Larry Berger, Superintendent |  |

**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 5:00PM, June 14, 2022 in the District's Board Room at 1928 N. Main Street in Pearland, Texas. **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.

Visit [Texas.gov/PropertyTaxes](http://Texas.gov/PropertyTaxes) to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

|                          |   |
|--------------------------|---|
| Maintenance Tax          | \$0.945000/\$100 (proposed rate for maintenance and operations) |
| School Debt Service Tax  | \$0.348100/\$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 | 0.30 % increase   |
| Debt Service               | -15.80 % decrease |
| Total Expenditures         | -2.50 % decrease  |

### 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   | \$11,292,461,082          | \$13,196,698,255        |
| Total appraised value* of new property** | \$172,859,072             | \$95,313,277            |
| Total taxable value*** of all property   | \$9,365,745,580           | \$10,717,912,827        |
| Total taxable value*** of new property** | \$147,777,056             | \$90,230,714            |

\*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\* \$379,670,000

\*Outstanding principal.

### Comparison of Proposed Rates with Last Year's Rates

|   | <u>Maintenance &amp;<br/>Operations</u> | <u>Interest &amp;<br/>Sinking Fund*</u> | <u>Total</u> | <u>Local Revenue<br/>Per Student</u> | <u>State Revenue<br/>Per Student</u> |
|---|---|---|--------------|--------------------------------------|--------------------------------------|
| <b>Last Year's Rate</b>   | \$0.919600                              | \$0.395600                              | \$1.315200   | \$5,926                              | \$4,505                              |
| <b>Rate to Maintain Same Level of Maintenance &amp; Operations Revenue &amp; Pay Debt Service</b> | \$0.914430                              | \$0.369480                              | \$1.283910   | \$6,099                              | \$4,288                              |
| <b>Proposed Rate</b>  | \$0.945000                              | \$0.348100                              | \$1.293100   | \$6,132                              | \$4,457                              |

\*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                    | \$307,157        | \$331,430        |
| Average Taxable Value of Residences                   | \$272,650        | \$286,034        |
| Last Year's Rate Versus Proposed Rate per \$100 Value | \$1.315200       | \$1.293100       |
| Taxes Due on Average Residence                        | \$3,585.89       | \$3,698.71       |
| Increase (Decrease) in Taxes                          |                  | \$112.82         |

**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 \$1.293100. This election will be automatically held if the district adopts a rate in excess of the voter-approval rate of \$1.293100.**

### 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) | \$17,806,584 |
| Interest & Sinking Fund Balance(s)         | \$12,345,053 |

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.



# Pearland Independent School District

Pearland, Texas

## 2022-23 Proposed Annual Budget

*For Fiscal Year*

*July 1, 2022 – June 30, 2023*

## SUMMARY OF DISTRICT FUNDS

### Governmental Fund Types

Governmental fund types for Texas school districts consist of four governmental fund groups (General, Special Revenue, Capital Projects and Debt Service) that account for the acquisition, use and balances of expendable financial resources and related liabilities as required by law or rule.

These funds follow the modified accrual basis of accounting method. Under this method, revenues are recognized when they become both measurable and available to finance expenditures of the current period. Expenditures are recognized when the related fund liability is incurred.

The following are the District's governmental funds:

- General Fund – The general fund typically serves as the chief operating fund of a government. The general fund is used to account for all financial resources except those required to be accounted for in another fund.
- Special Revenue Fund – A governmental fund type used to account for the proceeds of specific revenue sources (other than for major capital projects) that are legally restricted to expenditures for specified purposes.
- Debt Service Fund – Governmental fund type used to account for the accumulation of resources for, and the payment of, general long-term debt principal and interest.
- Capital Projects Fund – Fund type used to account for financial resources to be used for the acquisition or construction of major capital facilities (other than those financed by proprietary funds and trust funds.)

The District is required to approve annual budgets for the General Operating Fund, the Food Service Fund and the Debt Service Fund for which information is included in this section. Special Revenue Funds (except for the Food Service Fund) and Capital Projects Funds adopt project-length budgets that do not correspond to the District's fiscal year and are not subject to Board approval.

PEARLAND INDEPENDENT SCHOOL DISTRICT  
 COMBINED BUDGET SUMMARY  
 GENERAL OPERATING FUND, FOOD SERVICE FUND, AND DEBT SERVICE FUND  
 FOR THE FISCAL YEAR ENDING JUNE 30, 2023

|                                       | <b>GENERAL<br/>FUND</b> | <b>FOOD<br/>SERVICE<br/>FUND</b> | <b>DEBT<br/>SERVICE<br/>FUND</b> | <b>2022-23<br/>TOTAL<br/>BUDGET</b> |
|---------------------------------------|-------------------------|----------------------------------|----------------------------------|-------------------------------------|
| <b>Revenues</b>                       |                         |                                  |                                  |                                     |
| 5700 Local and Intermediate Sources   | \$90,885,187            | \$4,759,875                      | \$33,059,233                     | \$128,704,295                       |
| 5800 State Program Revenue            | 99,219,763              | 300,000                          | 739,673                          | 100,259,436                         |
| 5900 Federal Program Revenue          | 2,170,444               | 4,924,450                        | -                                | 7,094,894                           |
| Total Revenues                        | <u>192,275,394</u>      | <u>9,984,325</u>                 | <u>33,798,906</u>                | <u>236,058,625</u>                  |
| <b>Expenditures</b>                   |                         |                                  |                                  |                                     |
| 11 Instruction                        | 111,066,676             | -                                | -                                | 111,066,676                         |
| 12 Instructional Res. & Media Svcs.   | 1,985,558               | -                                | -                                | 1,985,558                           |
| 13 Curriculum & Staff Development     | 5,612,352               | -                                | -                                | 5,612,352                           |
| 21 Instructional Leadership           | 2,629,369               | -                                | -                                | 2,629,369                           |
| 23 School Leadership                  | 12,915,801              | -                                | -                                | 12,915,801                          |
| 31 Guidance & Counseling              | 8,420,879               | -                                | -                                | 8,420,879                           |
| 32 Social Work Services               | 818,594                 | -                                | -                                | 818,594                             |
| 33 Health Services                    | 2,277,177               | -                                | -                                | 2,277,177                           |
| 34 Student Transportation             | 7,832,815               | -                                | -                                | 7,832,815                           |
| 35 Food Service                       | -                       | 10,204,532                       | -                                | 10,204,532                          |
| 36 Extra-Curricular Activities        | 4,729,041               | -                                | -                                | 4,729,041                           |
| 41 General Administration             | 5,617,749               | -                                | -                                | 5,617,749                           |
| 51 Plant Maintenance & Operations     | 23,334,837              | -                                | -                                | 23,334,837                          |
| 52 Security & Monitoring Services     | 1,933,595               | -                                | -                                | 1,933,595                           |
| 53 Data Processing Services           | 4,810,685               | -                                | -                                | 4,810,685                           |
| 61 Community Service                  | 7,439                   | -                                | -                                | 7,439                               |
| 71 Debt Service                       | 870,672                 | 4,000                            | 37,539,610                       | 38,414,282                          |
| 95 Pymt. to Juvenile Justice Alt. Ed. | 80,000                  | -                                | -                                | 80,000                              |
| 99 Other Intergovernmental Charges    | 737,128                 | -                                | -                                | 737,128                             |
| Total Expenditures                    | <u>195,680,367</u>      | <u>10,208,532</u>                | <u>37,539,610</u>                | <u>243,428,509</u>                  |
| Revenues Over/(Under) Expenditures    | <u>(3,404,973)</u>      | <u>(224,207)</u>                 | <u>(3,740,704)</u>               | <u>(7,369,884)</u>                  |
| Other Financing Sources/(Uses)        | <u>-</u>                | <u>-</u>                         | <u>-</u>                         | <u>-</u>                            |
| Net Change in Fund Balance            | (3,404,973)             | (224,207)                        | (3,740,704)                      | (7,369,884)                         |
| Fund Balance, Beginning               | 59,211,749              | 3,910,093                        | 21,133,560                       | 84,255,402                          |
| Fund Balance, Ending                  | <u>\$55,806,776</u>     | <u>\$3,685,886</u>               | <u>\$17,392,856</u>              | <u>\$76,885,518</u>                 |

PEARLAND INDEPENDENT SCHOOL DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
GENERAL OPERATING FUND  
FOR THE FISCAL YEAR ENDING JUNE 30, 2023, WITH COMPARATIVE DATA FOR PRIOR YEARS

|                                     | <b>2020-21<br/>ACTUAL</b> | <b>2021-22<br/>AMENDED<br/>BUDGET</b> | <b>2022-23<br/>PROPOSED<br/>BUDGET</b> | <b>VARIANCE</b>      |
|-------------------------------------|---------------------------|---------------------------------------|--|----------------------|
| <b>Revenues</b>                     |                           |                                       |  |                      |
| 5700 Local and Intermediate Sources | \$78,641,203              | \$84,207,620                          | \$90,885,187                           | \$6,677,567          |
| 5800 State Program Revenue          | 100,696,157               | 100,594,638                           | 99,219,763                             | (1,374,875)          |
| 5900 Federal Program Revenue        | 3,375,293                 | 2,364,395                             | 2,170,444                              | (193,951)            |
| Total Revenues                      | <u>182,712,653</u>        | <u>187,166,653</u>                    | <u>192,275,394</u>                     | <u>5,108,741</u>     |
| <b>Expenditures</b>                 |                           |                                       |  |                      |
| 11 Instruction                      | 108,722,819               | 119,663,454                           | 111,066,676                            | (8,596,778)          |
| 12 Instructional Res. & Media Svcs. | 1,775,924                 | 1,983,078                             | 1,985,558                              | 2,480                |
| 13 Curriculum & Staff Development   | 4,917,100                 | 5,725,323                             | 5,612,352                              | (112,971)            |
| 21 Instructional Leadership         | 2,654,679                 | 3,101,453                             | 2,629,369                              | (472,084)            |
| 23 School Leadership                | 11,677,502                | 12,827,817                            | 12,915,801                             | 87,984               |
| 31 Guidance & Counseling            | 7,439,426                 | 7,918,995                             | 8,420,879                              | 501,884              |
| 32 Social Work Services             | 779,019                   | 697,351                               | 818,594                                | 121,243              |
| 33 Health Services                  | 2,188,370                 | 2,457,896                             | 2,277,177                              | (180,719)            |
| 34 Student Transportation           | 6,208,460                 | 7,886,901                             | 7,832,815                              | (54,086)             |
| 36 Extra-Curricular Activities      | 4,557,541                 | 4,753,759                             | 4,729,041                              | (24,718)             |
| 41 General Administration           | 4,771,348                 | 5,877,671                             | 5,617,749                              | (259,922)            |
| 51 Plant Maintenance & Operations   | 20,641,026                | 23,223,024                            | 23,334,837                             | 111,813              |
| 52 Security & Monitoring Services   | 1,900,192                 | 2,424,350                             | 1,933,595                              | (490,755)            |
| 53 Data Processing Services         | 4,189,698                 | 5,045,065                             | 4,810,685                              | (234,380)            |
| 61 Community Service                | 7,684                     | 10,669                                | 7,439                                  | (3,230)              |
| 71 Debt Service                     | -                         | 954,689                               | 870,672                                | (84,017)             |
| 95 Payment to JJAEP                 | 7,500                     | 80,000                                | 80,000                                 | -                    |
| 99 Other Intergovernmental Charges  | 643,302                   | 687,128                               | 737,128                                | 50,000               |
| Total Expenditures                  | <u>183,081,593</u>        | <u>205,318,623</u>                    | <u>195,680,367</u>                     | <u>(9,638,256)</u>   |
| Revenues Over/(Under) Expenditures  | <u>(368,940)</u>          | <u>(18,151,970)</u>                   | <u>(3,404,973)</u>                     | <u>14,746,997</u>    |
| Other Financing Sources/(Uses)      | <u>5,089,362</u>          | <u>10,335,160</u>                     | <u>-</u>                               | <u>(10,335,160)</u>  |
| Net Change in Fund Balance          | 4,720,422                 | (7,816,810)                           | (3,404,973)                            | 4,411,837            |
| Fund Balance, Beginning             | 62,308,136                | 67,028,559                            | 59,211,749                             | (7,816,810)          |
| Fund Balance, Ending                | <u>\$67,028,559</u>       | <u>\$59,211,749</u>                   | <u>\$55,806,776</u>                    | <u>(\$3,404,973)</u> |

PEARLAND INDEPENDENT SCHOOL DISTRICT  
 COMPARISON OF STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
 GENERAL OPERATING FUND  
 FOR THE FISCAL YEAR ENDED JUNE 30, 2022 & JUNE 30, 2023 (BUDGET)

|                                     | <b>2021-22<br/>AMENDED<br/>BUDGET</b> | <b>2022-23<br/>PROPOSED<br/>BUDGET</b> | <b>PROPOSED<br/>BUDGET<br/>VARIANCE</b> | <b>PERCENT<br/>VARIANCE</b> |
|-------------------------------------|---------------------------------------|--|---|-----------------------------|
| <b>Revenues</b>                     |                                       |  |   |                             |
| 5700 Local and Intermediate Sources | \$84,207,620                          | \$90,885,187                           | \$6,677,567                             | 7.9%                        |
| 5800 State Program Revenue          | 100,594,638                           | 99,219,763                             | (1,374,875)                             | -1.4%                       |
| 5900 Federal Program Revenue        | 2,364,395                             | 2,170,444                              | (193,951)                               | -8.2%                       |
| Total Revenues                      | <u>187,166,653</u>                    | <u>192,275,394</u>                     | <u>5,108,741</u>                        | <u>2.7%</u>                 |
| <b>Expenditures</b>                 |                                       |  |   |                             |
| 11 Instruction                      | 119,663,454                           | 111,066,676                            | (8,596,778)                             | -7.2%                       |
| 12 Instructional Res. & Media Svcs. | 1,983,078                             | 1,985,558                              | 2,480                                   | 0.1%                        |
| 13 Curriculum & Staff Development   | 5,725,323                             | 5,612,352                              | (112,971)                               | -2.0%                       |
| 21 Instructional Leadership         | 3,101,453                             | 2,629,369                              | (472,084)                               | -15.2%                      |
| 23 School Leadership                | 12,827,817                            | 12,915,801                             | 87,984                                  | 0.7%                        |
| 31 Guidance & Counseling            | 7,918,995                             | 8,420,879                              | 501,884                                 | 6.3%                        |
| 32 Social Work Services             | 697,351                               | 818,594                                | 121,243                                 | 17.4%                       |
| 33 Health Services                  | 2,457,896                             | 2,277,177                              | (180,719)                               | -7.4%                       |
| 34 Student Transportation           | 7,886,901                             | 7,832,815                              | (54,086)                                | -0.7%                       |
| 36 Extra-Curricular Activities      | 4,753,759                             | 4,729,041                              | (24,718)                                | -0.5%                       |
| 41 General Administration           | 5,877,671                             | 5,617,749                              | (259,922)                               | -4.4%                       |
| 51 Plant Maintenance & Operations   | 23,223,024                            | 23,334,837                             | 111,813                                 | 0.5%                        |
| 52 Security & Monitoring Services   | 2,424,350                             | 1,933,595                              | (490,755)                               | -20.2%                      |
| 53 Data Processing Services         | 5,045,065                             | 4,810,685                              | (234,380)                               | -4.6%                       |
| 61 Community Service                | 10,669                                | 7,439                                  | (3,230)                                 | -30.3%                      |
| 71 Debt Service                     | 954,689                               | 870,672                                | (84,017)                                | -8.8%                       |
| 95 Payment to JJAEP                 | 80,000                                | 80,000                                 | -                                       | 0.0%                        |
| 99 Other Intergovernmental Charges  | 687,128                               | 737,128                                | 50,000                                  | 7.3%                        |
| Total Expenditures                  | <u>205,318,623</u>                    | <u>195,680,367</u>                     | <u>(9,638,256)</u>                      | <u>-4.7%</u>                |
| Revenues Over/(Under) Expenditures  | <u>(18,151,970)</u>                   | <u>(3,404,973)</u>                     | <u>14,746,997</u>                       |                             |
| Other Financing Sources/(Uses)      | <u>10,335,160</u>                     | <u>-</u>                               | <u>(10,335,160)</u>                     |                             |
| Net Change in Fund Balance          | <u>(7,816,810)</u>                    | <u>(3,404,973)</u>                     | <u>4,411,837</u>                        |                             |
| Fund Balance, Beginning             | 67,028,559                            | 59,211,749                             | (7,816,810)                             |                             |
| Fund Balance, Ending                | <u><u>\$59,211,749</u></u>            | <u><u>\$55,806,776</u></u>             | <u><u>(\$3,404,973)</u></u>             | <u><u>-5.8%</u></u>         |

PEARLAND INDEPENDENT SCHOOL DISTRICT  
SUMMARY OF REVENUES & EXPENDITURES BY MAJOR OBJECT  
GENERAL OPERATING FUND  
FOR THE FISCAL YEAR ENDING JUNE 30, 2023, WITH COMPARATIVE DATA FOR PRIOR YEARS

|                                    | <b>2020-21</b>      | <b>2021-22</b>      | <b>2022-23</b>      |                      |
|------------------------------------|---------------------|---------------------|---------------------|----------------------|
|                                    | <b>ACTUAL</b>       | <b>AMENDED</b>      | <b>PROPOSED</b>     | <b>VARIANCE</b>      |
|                                    | <u>          </u>   | <u>          </u>   | <u>          </u>   |                      |
| <b>Revenues</b>                    |                     |                     |                     |                      |
| 5711 Tax Collections               | \$76,058,844        | \$81,551,620        | \$88,376,187        | \$6,824,567          |
| 5712-19 Taxes-Delinquent, P&I      | 1,366,347           | 1,320,000           | 1,232,000           | (88,000)             |
| 5742 Investment Earnings           | 117,155             | 136,000             | 200,000             | 64,000               |
| 5700 Miscellaneous Local Revenue   | 1,098,857           | 1,200,000           | 1,077,000           | (123,000)            |
| Total Local Revenues               | <u>78,641,203</u>   | <u>84,207,620</u>   | <u>90,885,187</u>   | <u>6,677,567</u>     |
| 5810 Foundation School Program     | 90,496,787          | 90,103,243          | 88,469,263          | (1,633,980)          |
| 5831 TRS On-Behalf                 | 9,972,551           | 10,200,500          | 10,550,500          | 350,000              |
| 5829 Miscellaneous State Revenue   | 226,819             | 290,895             | 200,000             | (90,895)             |
| Total State Revenues               | <u>100,696,157</u>  | <u>100,594,638</u>  | <u>99,219,763</u>   | <u>(1,374,875)</u>   |
| 5900 Miscellaneous Federal Sources | 3,375,293           | 2,364,395           | 2,170,444           | (193,951)            |
| Total Federal Revenues             | <u>3,375,293</u>    | <u>2,364,395</u>    | <u>2,170,444</u>    | <u>(193,951)</u>     |
| Total Revenues                     | <u>182,712,653</u>  | <u>187,166,653</u>  | <u>192,275,394</u>  | <u>5,108,741</u>     |
| <b>Expenditures</b>                |                     |                     |                     |                      |
| 6100 Payroll Costs                 | 159,514,874         | 169,427,441         | 170,787,580         | 1,360,139            |
| 6200 Contracted Services           | 12,658,682          | 12,450,603          | 12,212,647          | (237,956)            |
| 6300 Supplies & Materials          | 7,836,237           | 8,055,119           | 7,800,964           | (254,155)            |
| 6400 Other Operating Costs         | 2,943,871           | 3,932,329           | 3,937,084           | 4,755                |
| 6500 Debt Service                  | -                   | 950,789             | 870,672             | (80,117)             |
| 6600 Capital Outlay                | 127,928             | 10,502,342          | 71,420              | (10,430,922)         |
| Total Expenditures                 | <u>183,081,593</u>  | <u>205,318,623</u>  | <u>195,680,367</u>  | <u>(9,638,256)</u>   |
| Revenues Over/(Under) Expenditures | <u>(368,940)</u>    | <u>(18,151,970)</u> | <u>(3,404,973)</u>  | <u>14,746,997</u>    |
| Other Financing Sources/(Uses)     | <u>5,089,362</u>    | <u>10,335,160</u>   | <u>-</u>            | <u>(10,335,160)</u>  |
| Net Change in Fund Balance         | 4,720,422           | (7,816,810)         | (3,404,973)         | 4,411,837            |
| Fund Balance, Beginning            | 62,308,136          | 67,028,559          | 59,211,749          | (7,816,810)          |
| Fund Balance, Ending               | <u>\$67,028,559</u> | <u>\$59,211,749</u> | <u>\$55,806,776</u> | <u>(\$3,404,973)</u> |

PEARLAND INDEPENDENT SCHOOL DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
FOOD SERVICE FUND  
FOR THE FISCAL YEAR ENDING JUNE 30, 2023, WITH COMPARATIVE DATA FOR PRIOR YEARS

|  | <b>2020-21<br/>ACTUAL</b> | <b>2021-22<br/>AMENDED<br/>BUDGET</b> | <b>2022-23<br/>PROPOSED<br/>BUDGET</b> | <b>VARIANCE</b>           |
|--|---------------------------|---------------------------------------|--|---------------------------|
| Revenues                                 |                           |                                       |  |                           |
| 5700 Local and Intermediate Sources      | \$892,496                 | \$1,642,759                           | \$4,759,875                            | \$3,117,116               |
| 5800 State Program Revenue               | 282,886                   | 300,000                               | 300,000                                | -                         |
| 5900 Federal Program Revenue             | 5,338,869                 | 11,942,535                            | 4,924,450                              | (7,018,085)               |
| Total Revenues                           | <u>6,514,251</u>          | <u>13,885,294</u>                     | <u>9,984,325</u>                       | <u>(3,900,969)</u>        |
| Expenditures                             |                           |                                       |  |                           |
| 35 Food Service                          | 7,560,060                 | 10,950,045                            | 10,204,532                             | (745,513)                 |
| 71 Debt Service                          | -                         | 1,989                                 | 4,000                                  | 2,011                     |
| 81 Facilities Acquisition & Construction | 272,312                   | -                                     | -                                      | -                         |
| Total Expenditures                       | <u>7,832,372</u>          | <u>10,952,034</u>                     | <u>10,208,532</u>                      | <u>(743,502)</u>          |
| Revenues Over/(Under) Expenditures       | <u>(1,318,121)</u>        | <u>2,933,260</u>                      | <u>(224,207)</u>                       | <u>(3,157,467)</u>        |
| Other Financing Sources/(Uses)           | <u>4,843</u>              | <u>2,818</u>                          | <u>-</u>                               | <u>(2,818)</u>            |
| Net Change in Fund Balance               | <u>(1,313,278)</u>        | <u>2,936,078</u>                      | <u>(224,207)</u>                       | <u>(3,160,285)</u>        |
| Fund Balance, Beginning                  | <u>2,287,293</u>          | <u>974,015</u>                        | <u>3,910,093</u>                       | <u>2,936,078</u>          |
| Fund Balance, Ending                     | <u><u>\$974,015</u></u>   | <u><u>\$3,910,093</u></u>             | <u><u>\$3,685,886</u></u>              | <u><u>(\$224,207)</u></u> |

PEARLAND INDEPENDENT SCHOOL DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE  
DEBT SERVICE FUND  
FOR THE FISCAL YEAR ENDING JUNE 30, 2023, WITH COMPARATIVE DATA FOR PRIOR YEARS

|                                     | <b>2020-21<br/>ACTUAL</b>  | <b>2021-22<br/>AMENDED<br/>BUDGET</b> | <b>2022-23<br/>PROPOSED<br/>BUDGET</b> | <b>VARIANCE</b>             |
|-------------------------------------|----------------------------|---------------------------------------|--|-----------------------------|
| Revenues                            |                            |                                       |  |                             |
| 5700 Local and Intermediate Sources | \$36,813,888               | \$35,816,407                          | \$33,059,233                           | (\$2,757,174)               |
| 5800 State Program Revenue          | 693,895                    | 707,788                               | 739,673                                | 31,885                      |
| Total Revenues                      | <u>37,507,783</u>          | <u>36,524,195</u>                     | <u>33,798,906</u>                      | <u>(2,725,289)</u>          |
| Expenditures                        |                            |                                       |  |                             |
| 71 Debt Service                     | 36,373,612                 | 40,914,189                            | 37,539,610                             | (3,374,579)                 |
| Total Expenditures                  | <u>36,373,612</u>          | <u>40,914,189</u>                     | <u>37,539,610</u>                      | <u>(3,374,579)</u>          |
| Revenues Over/(Under) Expenditures  | <u>1,134,171</u>           | <u>(4,389,994)</u>                    | <u>(3,740,704)</u>                     | <u>649,290</u>              |
| Other Financing Sources/(Uses)      | <u>(446,741)</u>           | -                                     | -                                      | -                           |
| Net Change in Fund Balance          | 687,430                    | (4,389,994)                           | (3,740,704)                            | 649,290                     |
| Fund Balance, Beginning             | 24,836,124                 | 25,523,554                            | 21,133,560                             | (4,389,994)                 |
| Fund Balance, Ending                | <u><u>\$25,523,554</u></u> | <u><u>\$21,133,560</u></u>            | <u><u>\$17,392,856</u></u>             | <u><u>(\$3,740,704)</u></u> |

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# FISCAL YEAR 2022-23 BUDGET HEARING

JUNE 14, 2022

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## 2022-23 BUDGET OVERVIEW

The Texas Education Code requires that every local education agency in Texas prepare and file a budget of anticipated revenues and expenditures with the Texas Education Agency. The State Board of Education requires that this budget be prepared no later than June 19 and adopted by June 30 by the Board of Trustees.

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## REVENUE ASSUMPTIONS

- Enrollment – 20,730 Students
- Attendance Rate– 95.8%
- Tax Base – 5.58% Increase to \$9.9 Billion
  - Prior to HB 3, prior year values were used in the formulas to calculate state aid causing a one-year funding lag (since 2019-20 we now use current year values)*
- Tax Collection Rate – 98.5%
- Tax Rate - \$1.2931 (Preliminary Decrease of 2.21 cents)
  - Maintenance & Operations Tax Rate – \$0.9450
    - Includes five disaster pennies requiring majority Board approval*
  - Debt Service Tax Rate – \$0.3481

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## EXPENDITURE HIGHLIGHTS

- Employee Compensation Package (Approved April 2022):
  - 2.00% General Pay Increase
  - Teacher Starting Pay \$59,600 | Control Midpoint \$63,500
  - Market and Targeted Pay Adjustments for Manual Trades
- FTE Allocations:
  - Incorporates Staff Reductions discussed during Budget Workshops
  - Addition of LPAC Facilitators
  - Fully funds Dyslexia Teachers (1/2 have been funded by ESSER in 2021-22)
  - Fully funds Truancy Officers (Funded by ESSER in 2021-22)
- Debt Service Cash Defeasance of Series 2017 Bonds - \$2,835,000

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## SUMMARY OF APPROPRIATED BUDGETS

|  | GENERAL<br>FUND      | FOOD<br>SERVICE<br>FUND | DEBT<br>SERVICE<br>FUND | 2022-23<br>TOTAL<br>BUDGET |
|--|----------------------|-------------------------|-------------------------|----------------------------|
| Revenues & Other Financing Sources                           | \$192,275,394        | \$9,984,325             | \$33,798,906            | \$236,058,625              |
| Expenditures & Other Financing Uses                          | 195,680,367          | 10,208,532              | 37,539,610              | 243,428,509                |
| Excess/(Deficiency) of Revenues<br>Over/(Under) Expenditures | <u>(\$3,404,973)</u> | <u>(\$224,207)</u>      | <u>(\$3,740,704)</u>    | <u>(\$7,369,884)</u>       |

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## 2022-23 Proposed Official Budget

|                                       | GENERAL<br>FUND     | FOOD<br>SERVICE<br>FUND | DEBT<br>SERVICE<br>FUND | 2022-23<br>TOTAL<br>BUDGET |
|---------------------------------------|---------------------|-------------------------|-------------------------|----------------------------|
| <b>Revenues</b>                       |                     |                         |                         |                            |
| 5700 Local and Intermediate Sources   | \$90,885,187        | \$4,759,875             | \$33,059,233            | \$128,704,295              |
| 5800 State Program Revenue            | 99,219,763          | 300,000                 | 739,673                 | 100,259,436                |
| 5900 Federal Program Revenue          | 2,170,444           | 4,924,450               | -                       | 7,094,894                  |
| Total Revenues                        | <u>192,275,394</u>  | <u>9,984,325</u>        | <u>33,798,906</u>       | <u>236,058,625</u>         |
| <b>Expenditures</b>                   |                     |                         |                         |                            |
| 11 Instruction                        | 111,066,676         | -                       | -                       | 111,066,676                |
| 12 Instructional Res. & Media Svcs.   | 1,985,558           | -                       | -                       | 1,985,558                  |
| 13 Curriculum & Staff Development     | 5,612,352           | -                       | -                       | 5,612,352                  |
| 21 Instructional Leadership           | 2,629,369           | -                       | -                       | 2,629,369                  |
| 23 School Leadership                  | 12,915,801          | -                       | -                       | 12,915,801                 |
| 31 Guidance & Counseling              | 8,420,879           | -                       | -                       | 8,420,879                  |
| 32 Social Work Services               | 818,594             | -                       | -                       | 818,594                    |
| 33 Health Services                    | 2,277,177           | -                       | -                       | 2,277,177                  |
| 34 Student Transportation             | 7,832,815           | -                       | -                       | 7,832,815                  |
| 35 Food Service                       | -                   | 10,204,532              | -                       | 10,204,532                 |
| 36 Extra-Curricular Activities        | 4,729,041           | -                       | -                       | 4,729,041                  |
| 41 General Administration             | 5,617,749           | -                       | -                       | 5,617,749                  |
| 51 Plant Maintenance & Operations     | 23,334,837          | -                       | -                       | 23,334,837                 |
| 52 Security & Monitoring Services     | 1,933,595           | -                       | -                       | 1,933,595                  |
| 53 Data Processing Services           | 4,810,685           | -                       | -                       | 4,810,685                  |
| 61 Community Service                  | 7,439               | -                       | -                       | 7,439                      |
| 71 Debt Service                       | 870,672             | 4,000                   | 37,539,610              | 38,414,282                 |
| 95 Pymt. to Juvenile Justice Alt. Ed. | 80,000              | -                       | -                       | 80,000                     |
| 99 Other Intergovernmental Charges    | 737,128             | -                       | -                       | 737,128                    |
| Total Expenditures                    | <u>195,680,367</u>  | <u>10,208,532</u>       | <u>37,539,610</u>       | <u>243,428,509</u>         |
| Revenues Over/(Under) Expenditures    | <u>(3,404,973)</u>  | <u>(224,207)</u>        | <u>(3,740,704)</u>      | <u>(7,369,884)</u>         |
| Other Financing Sources/(Uses)        | -                   | -                       | -                       | -                          |
| Net Change in Fund Balance            | (3,404,973)         | (224,207)               | (3,740,704)             | (7,369,884)                |
| Fund Balance, Beginning               | 59,211,749          | 3,910,093               | 21,133,560              | 84,255,402                 |
| Fund Balance, Ending                  | <u>\$55,806,776</u> | <u>\$3,685,886</u>      | <u>\$17,392,856</u>     | <u>\$76,885,518</u>        |

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## GENERAL FUND

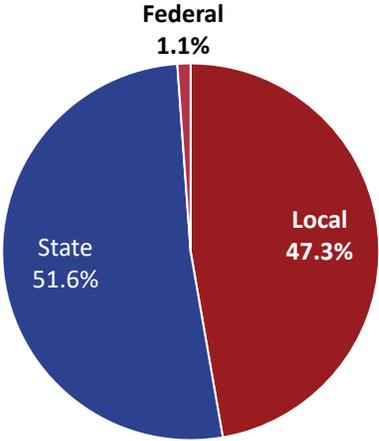


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## 2022-23 GENERAL FUND REVENUE

| Revenue Source                | Amount               |
|-------------------------------|----------------------|
| Tax Collections               | \$88,376,187         |
| Taxes-Delinquent, P&I         | 1,232,000            |
| Investment Earnings           | 200,000              |
| Miscellaneous Local Revenue   | 1,077,000            |
| <b>Total Local Revenues</b>   | <b>90,885,187</b>    |
| Foundation School Program     | 88,469,263           |
| TRS On-Behalf                 | 10,550,500           |
| Miscellaneous State Revenue   | 200,000              |
| <b>Total State Revenues</b>   | <b>99,219,763</b>    |
| Miscellaneous Federal Sources | 2,170,444            |
| <b>Total Federal Revenues</b> | <b>2,170,444</b>     |
| <b>Total Revenues</b>         | <b>\$192,275,394</b> |

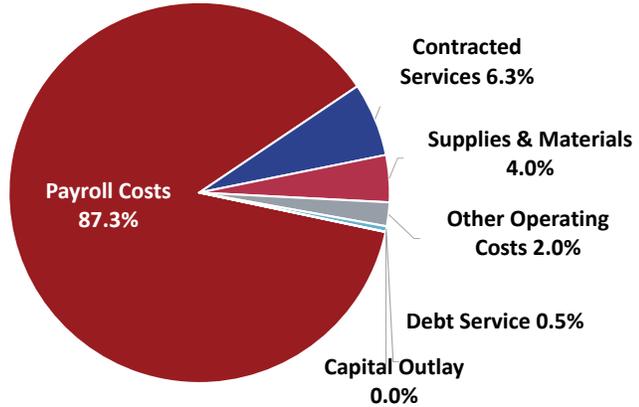


**Federal**  
**1.1%**  
**State**  
**51.6%**  
**Local**  
**47.3%**

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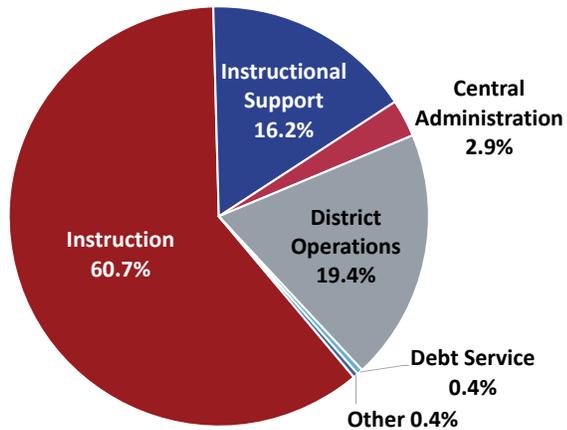
## 2022-23 GENERAL FUND EXPENDITURES

| Expenditures              | Amount                      |
|---------------------------|-----------------------------|
| Payroll Costs             | \$170,787,580               |
| Contracted Services       | 12,212,647                  |
| Supplies & Materials      | 7,800,964                   |
| Other Operating Costs     | 3,937,084                   |
| Debt Service              | 870,672                     |
| Capital Outlay            | 71,420                      |
| <b>Total Expenditures</b> | <b><u>\$195,680,367</u></b> |



## 2022-23 GENERAL FUND EXPENDITURES BY FUNCTION

| Expenditure            | Amount                      |
|------------------------|-----------------------------|
| Instruction            | \$118,744,586               |
| Instructional Support  | 31,790,861                  |
| Central Administration | 5,617,749                   |
| District Operations    | 37,911,932                  |
| Debt Service           | 870,672                     |
| Other                  | 744,567                     |
| <b>Total</b>           | <b><u>\$195,680,367</u></b> |



2022-23 PROPOSED GENERAL OPERATING FUND BUDGET

|                                    |                     |
|------------------------------------|---------------------|
| Revenues                           | \$192,275,394       |
| Expenditures                       | <u>195,680,367</u>  |
| Revenues Over/(Under) Expenditures | (3,404,973)         |
| Other Financing Sources/(Uses)     | <u>-</u>            |
| Net Change in Fund Balance         | (3,404,973)         |
| Fund Balance, Beginning            | <u>59,211,749</u>   |
| Fund Balance, Ending               | <u>\$55,806,776</u> |



FOOD SERVICE FUND



## 2022-23 PROPOSED FOOD SERVICE FUND BUDGET

|                                     |                    |
|-------------------------------------|--------------------|
| Revenues                            |                    |
| 5700 Local and Intermediate Sources | \$4,759,875        |
| 5800 State Program Revenue          | 300,000            |
| 5900 Federal Program Revenue        | <u>4,924,450</u>   |
| Total Revenues                      | <u>9,984,325</u>   |
| Expenditures                        |                    |
| 35 Food Service                     | 10,204,532         |
| 71 Debt Service                     | <u>4,000</u>       |
| Total Expenditures                  | <u>10,208,532</u>  |
| Revenues Over/(Under) Expenditures  | <u>(224,207)</u>   |
| Other Financing Sources/(Uses)      | <u>-</u>           |
| Net Change in Fund Balance          | (224,207)          |
| Fund Balance, Beginning             | <u>3,910,093</u>   |
| Fund Balance, Ending                | <u>\$3,685,886</u> |

## DEBT SERVICE FUND

## 2022-23 PROPOSED DEBT SERVICE FUND BUDGET

|                                     |                     |
|-------------------------------------|---------------------|
| Revenues                            |                     |
| 5700 Local and Intermediate Sources | \$33,059,233        |
| 5800 State Program Revenue          | <u>739,673</u>      |
| Total Revenues                      | <u>33,798,906</u>   |
| Expenditures                        |                     |
| 71 Debt Service                     | <u>37,539,610</u>   |
| Total Expenditures                  | <u>37,539,610</u>   |
| Revenues Over/(Under) Expenditures  | <u>(3,740,704)</u>  |
| Other Financing Sources/(Uses)      | <u>-</u>            |
| Net Change in Fund Balance          | (3,740,704)         |
| Fund Balance, Beginning             | <u>21,133,560</u>   |
| Fund Balance, Ending                | <u>\$17,392,856</u> |

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## NEXT STEPS

BUDGET & TAX RATE ADOPTION

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## NEXT STEPS BUDGET & TAX RATE ADOPTION

- Receive Final Certified Values by July 25<sup>th</sup>
- TEA to provide preliminary Maximum Compressed Tax Rate (MCR) by August 5<sup>th</sup>
- Adopt Tax Rate – August/September Board Meeting



## DISCUSSION



## Board of Trustees Agenda Item Information

**Meeting Date: June 14, 2022**

**Meeting Type**

- Regular Meeting  
 Special Meeting/Workshop  
 Hearing

**Date Submitted: May 26, 2022**

**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:**

Notice of Intent to Apply for 2022-2023 Federal Entitlement Block Grants

**Executive Summary:**

Board Policy CB(LOCAL) requires the opportunity for public comment for its application for federal grants by placing an item on the board agenda and by placing it on the district website.

Pearland ISD is applying for the following federal grants in June 2022:

- Every Student Succeeds Acts (ESSA) Consolidated, which includes funding through the Title I; Part A, Title II, Part A; Title III, Part A; and Title IV, Part A programs. In Title I, Part A, Sam Jamison Middle School and Pearland Junior High South are applying to be School Wide Title I campuses instead of Targeted Assistance Title I campuses.
- Special Programs Consolidated (Federal)
- Perkins V: Strengthening Career and Technical Education for the 21<sup>st</sup> Century Act

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

[ESSA](#)

[Special Programs Consolidated \(Federal\)](#)

[Perkins V](#)

The public may also comment through a survey link on each program page.

**Associated District Goal:**

All 4 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<sup>25</sup> public comment for the Notice of Intent to Apply for 2022-2023 Federal Entitlement Block Grants

**Department Submitting:** Curriculum & Instruction,  
Special Programs, CTE

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

**Requested By:**

Jorgannie Carter, Chief Financial Officer;  
Mike Akin, Director of CTE;  
Dr. Lisa Nixon, Assistant Superintendent  
of Educational Services;  
Donna Tate, Federal Programs/Grants  
Administrator

**Board Approval Required:**      Yes      No



## Board of Trustees Agenda Item Information

**Meeting Date:** June 14, 2022

**Meeting Type**

- Regular Meeting  
 Special Meeting/Workshop  
 Hearing

**Date Submitted:** June 6, 2022

**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 May 17, 2022, Regular Board Meeting and May 24, 2022, Special Board Meeting

Executive Summary: Minutes of the May 17, 2022, Regular Board Meeting and May 24, 2022, Special Board Meeting are submitted for 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:** Minutes of the May 17, 2022, Regular Board Meeting and May 24, 2022, Special Board Meeting be approved as submitted.

**Department Submitting:** Superintendent's Office

**Requested By:** Larry Berger

**Cabinet Member's Approval:** Larry Berger

**Board Approval Required:**  Yes  No

**Pearland Independent School District**  
*Regular Meeting of the Board of Trustees*  
 May 17, 2022

The Board of Trustees of the Pearland Independent School District met in regular session on Tuesday, May 17, 2022 at 4:00 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 4:05 p.m.

**Establishment  
of a Quorum**                **2.0**  
 Trustee Sean Murphy, President  
 Trustee Crystal Carbone, Vice President  
 Trustee Lance Botkin, Secretary  
 Trustee Toni Carter  
 Trustee Kris Schoeffler  
 Trustee Nanette Weimer  
 Trustee Amanda Kuhn

**Executive Council  
Present**                    Superintendent, Larry Berger  
 Deputy Superintendent, David Moody  
 Chief Financial Officer, Jorgannie Carter  
 Chief Academic Officer, Dr. Nyla Watson  
 Senior Assistant Superintendent, Dr. Brenda Waters  
 Assistant Superintendent, Dr. Lisa Nixon  
 Executive Director for Human Resource Services and Communications, Dr. Sundie Dahlkamp  
 Executive Director of Elementary Schools, Marlo Keller  
 Executive Director of Intermediate Schools, Dr. La’Keshia Henson – Vaughn  
 Executive Director of High Schools, Kelly Holt  
 Chief Technology Officer, Jon- Paul Estes  
 General Counsel, Tanya Dawson

**Recording Secretary**    Gina Guzzetta

**Adopt Order of**

**Election**                    **4.0** After canvassing the election results a motion was made by President Murphy and seconded by Trustee Schoeffler that the order declaring the results of the Trustee Election held May 7, 2022 electing Amanda Kuhn, Position FIVE, Lance Botkin, Position SIX and Nanette Weimer, Position SEVEN be adopted as amended to reflect totals provided by Brazoria County Election Division.  
  
 Motion carried 4-0

**Oath of Office**            **5.0** Gina Guzzetta administered the oath of office to Trustees Amanda Kuhn, Lance Botkin and Nanette Weimer

The board recessed from 4:11 p.m. to 4:19 p.m.

- Committee Update** 6.0 The Board provided no committee updates.
- Closed Session** 7.0 President Murphy convened the Board into Closed Session at 4:19 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
    - 3. Consider taking action regarding the proposed nonrenewal of two teachers on term contracts.
    - 4. Consider Naming the Principal of Carlestone Elementary School
    - 5. Consider Naming the Principal of Cockrell Elementary School
    - 6. Consider Naming the Principal of Silvercrest Elementary School
    - 7. Deliberate Board Officer Nominations
  - D. Section 551.076 - Considering the Deployment, Specific Occasions for, or Implementation of, Security Personnel or Devices
  - E. Section 551.082 – Consider Discipline of a Public-School Child, or Complaint or Charge Against Personnel

Larry Berger and Dr. Sundie Dahlkamp, participated in closed session with the Board regarding matters.

**Reconvene** 8.0 The Board reconvened in open session at 5:35 p.m.

**Consider Action** 9.0 Action to be taken place on items discussed in closed session.

- A motion was made by Trustee Schoeffler and seconded by Trustee Carter. that the board approves as a slate of officers for the 2022-2023 elected year:
  - President Trustee Murphy
  - Vice-president Trustee Carbone
  - Secretary Trustee Botkin

Motion carried 7-0.

The newly elected officers formally began their duties.

**Introductory Remarks** 3.0 Trustee Carbone offered a prayer of thankfulness and gratitude for our staff and school community. Mrs. Carbone wanted to express a thank you to the community and to come back relaxed because we have an exciting year ahead.

Trustee Murphy also expressed a thank you to the Education Foundation for their fundraising efforts.

**Consider Action** 9.0 Action to be taken place on items discussed in closed session

- A motion was made by Trustee Carbone and seconded by Trustee Botkin to accept and approve the Superintendent's recommendation for the employment of Personnel, as presented.

Motion carried 7-0

- A motion was made by Trustee Carbone and seconded by Trustee Botkin to accept and approve the Superintendent's recommendation to nonrenew the classroom teacher term contracts, as presented.

Motion carried 7-0

- A motion was made by Trustee Carbone and seconded by Trustee Botkin to accept and approve the Superintendent's recommendation to name Amy Etchberger, principal of Carlestone Elementary.

Motion carried 7-0

- A motion was made by Trustee Carbone and seconded by Trustee Carter to accept and approve the Superintendent's recommendation to name Amanda Windsor, principal of Cockrell Elementary.

Motion carried 7-0

- A motion was made by Trustee Carbone and seconded by Trustee Botkin to accept and approve the Superintendent's recommendation to name Stacie Muras, principal of Silvercrest Elementary.

Motion carried 7-0

The Board recessed from 5:46 p.m. to 5:54 p.m.

#### **Public Comment**

**11.0** A link to a 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, May 16, 2022, for anyone who wished to address the Board of Trustees.

The following patrons addressed the Board:

Victoria Gray, Business Owner: THRIVE

Sydney Yates, Student: THRIVE

#### **Public Hearing**

President Murphy opened the meeting as a Public Hearing at 5:58 p.m.

**10.0 A.** Notice of Intent to Apply for 2021-2024 American Rescue Plan (ARP) Homeless II Federal Grant

There were no patrons present to speak on the topic.

Public Hearing was closed at 5:59 p.m.

**New Business**

**Consent Agenda**

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

At the request of Mr. Larry Berger, item 13.F needs to be withdrawn and forwarded to a future Board agenda.

Trustee Kris Schoeffler requested to pull item 13.D.

The following items were then voted on:

**Approval of Minutes**

**13. A.** Approval of the minutes of the Regular Board Meeting on April 12, 2022

**Purchases Over 75K**

**13. B** Approval of procured budget purchases that aggregate \$75,000 or more

**Roof Replacement**

**13. C** Approval CSP #22-0505-14 for Roof Replacement at Silverlake Elementary, Silvercrest Elementary and Carlestone Elementary C Wing

**Workers**

**Compensation**

**13. E** Approval of Contract Extension of RFP - #20-0318-01 for Workers' Compensation Insurance Coverage with TASB Risk Management Services

**Allotment and TEKS**

**13. G** Approval of the 2022-2023 (Instructional Materials) Allotment and TEKS Certification Form

**Board Policy DC**

**13. H** Review of Board Policy DC (Local)

**Budget and Proposed**

**Tax Rate**

**13. I** Consider of a Public Meeting Date to Discuss the 2022-2023 Budget and Proposed Tax Rate

- A motion was made by Trustee Carbone and seconded by Trustee Carter that items 13.A, 13.B, 13.C, 13.E, 13.G, 13.H and 13.I, of the consent agenda be approved as presented.

Motion carried 7-0

**Advanced Placement**

**13. D** Approval of Advance Placement Exam Payment

A discussion followed with Mrs. Gige and Mrs. Carter answering questions from the board.

- A motion was made by Trustee Schoeffler and seconded by Trustee Carbone that the Board approve the Advanced Placement Exam Payment as presented.

Motion carried 7-0

**Communities in School 13. A.3** Approval of Communities in Schools Partnership Agreement for 2022-2023 School Year

No Action Taken

**Regular Agenda**

**Additional Personnel 14. A** Consider to Approve Additional Personnel

A discussion followed with Dr. Dahlkamp answering questions from the board.

- A motion was made by Trustee Schoeffler and seconded by Trustee Carbone that the Board approve the recommendation of one additional Title I position for the 2022-2023 school year and subsequent years.

Motion carried 7-0

**Administrative Reports**

**Budget Update #3 15.A** Fiscal Year 2022-2023 Budget Update #3

Mrs. Carter presented on Budget Update #3. Dr. Dahlkamp and Ms. Banuelos spoke on benefits in regard to Human Resources.

**SHAC 15.B** School Health Advisory Council (SHAC) Annual Report for 2021-2022

**Investment Report 15.C** Third Quarter Investment Report for Fiscal Year 2021-2022

**Interim Financial Statement 15.D** The Interim Financial Statement Report as of March 31, 2022, was presented.

**Adjournment 16. 0** The meeting adjourned at 7:23 p.m.

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

\_\_\_\_\_  
President, Sean Murphy

\_\_\_\_\_  
Secretary, Lance Botkin

Date Minutes Approved \_\_\_\_\_

Date Signed by Officers \_\_\_\_\_

**Pearland Independent School District**  
*Special Meeting of the Board of Trustees*  
 May 24, 2022

The Board of Trustees of the Pearland Independent School District met in regular session on Tuesday, May 24, 2022 at 8:30 a.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 8:30 a.m.

**Establishment  
of a Quorum**                **2.0**  
 Trustee Sean Murphy, President  
 Trustee Lance Botkin, Secretary  
 Trustee Nanette Weimer  
 Trustee Amanda Kuhn

**Trustees Absent**            Trustee Crystal Carbone, Vice President  
 Trustee Toni Carter  
 Trustee Kris Schoeffler

**Executive Council  
Present**                    Superintendent, Larry Berger  
 Executive Director for Human Resource Services and Communications, Dr. Sundie Dahlkamp

**Recording Secretary**    Gina Guzzetta

**Closed Session**            **3.0** President Murphy convened the Board into Closed Session at 8:31 a.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.     Section 551.082 – Consider Discipline of a Public-School Child, or Complaint or Charge Against Personnel

Larry Berger and Dr. Sundie Dahlkamp, participated in closed session with the Board regarding matters.

**Reconvene**                **4.0** The Board reconvened in open session at 8:46 a.m.

**Consider Action**        **5.0** Action to be taken place on items discussed in closed session

- A motion was made by Trustee Botkin and seconded by Trustee Kuhn to accept and approve the Superintendent’s recommendation for the employment of Personnel, as presented.

Motion carried 4-0, Trustee Carbone, Schoeffler and Carter Absent

**Administrative Reports**

There were no administrative reports provided.

**Adjournment**      **16. 0** The meeting adjourned at 8:47 a.m.

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

\_\_\_\_\_

President, Sean Murphy

\_\_\_\_\_

Secretary, Lance Botkin

Date Minutes Approved \_\_\_\_\_

Date Signed by Officers \_\_\_\_\_



## Board of Trustees Agenda Item Information

**Meeting Date:** June 14, 2022

**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:** 6/7/2022

**Subject:** Approval of the 2022-2023 school year Teacher Appraisal Calendar

**Executive Summary:** In accordance with commissioner rules regarding the Texas Teacher Evaluation and Support System (T-TESS), the board of trustees shall approve the Teacher Appraisal Calendar for the district each year.

**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 Pearland T-TESS appraisal calendar be approved by the board of trustees for the 2022-2023 school year

**Department Submitting:** Human Resource Services

**Requested By:** Roxana Rigdon

**Cabinet Members' Approval:** Dr. Sundie Dahlkamp

**Board Approval Required:**  Yes  No

## Teacher Appraisal Calendar 2022 - 2023

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

| September |    |    |    |    |    |    |
|-----------|----|----|----|----|----|----|
| S         | M  | T  | W  | T  | F  | S  |
|           |    |    |    | 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 |    |

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

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

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

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

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

| April |    |    |    |    |    |    |
|-------|----|----|----|----|----|----|
| S     | M  | T  | W  | T  | F  | S  |
|       |    |    |    |    |    | 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    |    |    |    |    |    |    |

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

| June |    |    |    |    |    |    |
|------|----|----|----|----|----|----|
| S    | M  | T  | W  | T  | F  | S  |
|      |    |    |    |    |    |    |
|      |    |    |    | 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 |    |

Campus Appraisers will provide a "Yearly T-TESS Refresher" training for all teachers within the first 3 weeks of school.

Timeline for goal setting, walkthroughs and observations may vary by teacher hire date.

 **No Formal Observations**

 **Important T-TESS Date**

- Three (3) walkthroughs required for all teachers
- Pre-conference: within 10 working days of announced observation
- Post-conference: within 10 days of formal observation

### August

- 4..... District T-TESS Orientation
- 9-15..... Staff Development
- 16..... Teacher Workday
- 17..... School Begins

### September

- 5..... Holiday - Labor Day
- 6..... Staff Development
- 9..... Formal observations may begin
- 12..... Grant teachers (1 hour) credit in Strive for campus Yearly T-TESS Refresher training
- 30..... Goal-Setting and Professional Development Plan due to appraiser; Alternate Appraisal Waiver form due to campus principal (in Strive)

### October

- 3.....Technology Self-Assessment due in Strive
- 10.....Staff Development

### November

- 21-25 ....Holidays - Thanksgiving

### December

- 16.....No Formal Observations/Early Release
- 19-30 ....Holidays - Christmas

### January

- 2.....Teacher Workday
- 3 - 4 .....Staff Development
- 16.....Holiday - Martin Luther King, Jr.
- 20.....Last day for appraisers to complete formal observations of teachers new to the district

### February

- 17..... Last day for appraisers to complete formal observations of experienced teachers with one (1) or more years in the district
- 20..... Staff Development

### March

- 13-17.... Holidays - Spring Break

### April

- 7-10..... Holiday - Easter Break

### May

- 5..... Last Day for appraisers to complete End-of-Year Conferences & share with teachers a written Summative Annual Appraisal report (in Strive)

### June

- 8..... All T-TESS and Alternate Appraisals due to Human Resource office



## Board of Trustees Agenda Item Information

**Meeting Date: June 14, 2022**

**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:** 6/7/2022

**Subject:**

Approval of the Texas Teacher Evaluation and Support System (T-TESS) Administrator Appraiser List for the 2022-2023 school year

**Executive Summary:**

In accordance with Commissioner rules regarding the Texas Teacher Evaluation and Support System (T-TESS), the board of trustees shall approve the administrator appraiser list for the district each year. The district has employed additional administrators who have gained their T-TESS appraiser certification. Administrators on this list may also serve as a 2<sup>nd</sup> appraiser for any teacher requesting a 2<sup>nd</sup> appraisal of their formal observation, defined by T-TESS guidelines.

**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 list of certified teacher appraisers for T-TESS be approved by the board of trustees for the 2022-2023 school year

**Department Submitting:** Human Resource Services

**Requested By:** Roxana Rigdon

**Cabinet Member's Approval:** Dr. Sundie Dahlkamp

**Board Approval Required:**       Yes       No

**PEARLAND INDEPENDENT SCHOOL DISTRICT  
TEXAS TEACHER EVALUATION AND SUPPORT SYSTEM (T-TESS)  
ADMINISTRATIVE APPRAISER LIST 2022-2023**

**June 14, 2022**

Allen, Charles  
Barcelona, Tony  
Bernal, Brigitte  
Black, Shelly  
Bouchard, Kai  
Burrell, Eric  
Childers, Brandon  
Christensen, David  
Clayton, Andrea  
Cook, Kara  
Darden, Kimberly  
Earnest, Johnetta  
Escamilla, Angeline  
Etchberger, Amy  
Farrington, Ed  
Felix, Crystal  
Foos, Christina  
Foster, Teresa  
Frerking, Jason  
Gabino, Jennifer  
Gifford, Sharon  
Gobert, Andrea  
Gordon, Amanda  
Greenfield-Brown, Deborah  
Grote, Melanie  
Hagar, Doug  
Hamann, Erin  
Hinton, John  
Jaracz, Stephanie  
Johnson, Audie  
Karim, Jason  
Keimig, Brenda  
Kiefer, Michelle

Maddox, Autumn  
McBride, Alison  
Maxwell, Eric  
McDonald, Kevin  
McGlothlin, Christopher  
Medellin, Cornelio  
Miles, Dana  
Morris, Rebecca  
Muras, Stacie  
Myles, Stacey  
Palombo, John  
Pernetter, LaShonda  
Peterson, Ryan  
Piedras, Angela  
Pulse, Samantha  
Psarovarkas, Amanda  
Rivera, Maria  
Robinson, Patricia  
Rodriguez-August, Veronica  
Rodriguez, Veronica  
Sebok, Nicole  
Thomas, Ajunta  
Thomas, Dawn  
Tilimon, Jessica  
Tipton, Verna  
VanLoenen, Stacie  
Vaseliades, Rosemary  
Walker, Jennifer  
West, Beth  
Whitlow, Suzann  
Williams, Tasha  
Windsor, Amanda



## Board of Trustees Agenda Item Information

**Meeting Date:** June 14, 2022

**Meeting Type**

- Regular Meeting  
 Special Meeting/Workshop  
 Hearing

**Date Submitted:** June 7, 2022

**Agenda Placement**

- |  |  |
|--|--|
| <input type="checkbox"/> Public Hearing    | <input type="checkbox"/> Administrative Report     |
| <input 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 Communities in Schools Partnership Agreement for 2022-2023 School Year

**Executive Summary:** Communities in Schools (CIS) hosts various exemplary at-risk services within the Pearland ISD schools during and after the school day. Administration has been pleased with the services provided to these needy students and recommends their continuation at each site.

This Partnership Support Agreement for Services between Pearland Independent School District (PISD) and Communities in Schools (CIS), a non-profit 501 (C)(3) corporation, organized under the laws of the State of Texas, sets out to establish the relationships and responsibilities of both parties in the implementation of CIS Program Sites at Carlestone Elementary, Cockrell Elementary, Jamison Middle, Lawhon Elementary, Pearland Jr. High South, Jr. High West, Sablatura Middle School and PACE Center within the Pearland Independent School District. The cost to Pearland ISD for each site is \$19,000 (for a total district contribution of \$133,000).

CIS will also manage one Cycle 10 21st Century ACE afterschool program at Lawhon Elementary for \$15,000 and two Cycle 11 21<sup>st</sup> Century ACE programs at Magnolia Elementary and Carlestone Elementary for \$18,000 each site; for a total district contribution of \$51,000.

Additionally, CIS will manage one Crisis Intervention program at PACE Center for \$25,000.

The total for all services provided by CIS for school year 2022-2023 is \$209,000.

**Associated District Goal:** WCG#1 – Student Academic Performance; WCG#2 – Physical and Mental Health; and WCG#4 – Finance

**Fiscal Impact:**

**Cost:**

- Recurring  
 One-Time  
 No Fiscal Impact

**Funding Source:**

- General Fund  
 Grant Funds  
 Other Funds (Specify)

**Fiscal Year:**

- Amendment Required?  
 Yes  
 No

|   |  |   |
|---|--|---|
|   |  |   |
| <b>Superintendent's Recommendation:</b> That the board of trustees approve the extension of the Communities in Schools Agreement for the 2022-2023 School Year. |  |   |
| <b>Department Submitting:</b> Campus Leadership Team  |  | <b>Requested By:</b> La'Kesha Henson-Vaughn, Kelly Holt, Marlo Keller |
| <b>Cabinet Member's Approval:</b> Superintendent  |  |   |
| <b>Board Approval Required:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   |  |   |

## **Partnership Agreement Communities In Schools of Brazoria County and Pearland ISD 2022-2023**

This Partnership Agreement between Communities In Schools of Brazoria County (CIS) and Pearland ISD sets out to establish the relationships and responsibilities of all parties in the implementation of the following programs:

- Cycle 10 21<sup>st</sup> Century ACE programs at **E.A. Lawhon Elementary**
- Cycle 11 21<sup>st</sup> Century ACE programs at **Carleston Elementary and Magnolia Elementary**
- Communities in Schools Model/Traditional programs at **Carleston Elementary, Cockrell Elementary, E.A. Lawhon Elementary, Sam Jamison Middle School, Leon Sablatura Middle School, Pearland Junior High South, and Pearland Junior High West**
- Communities In Schools Crisis Intervention program at the **PACE Center**.

It is the intent of both parties to bring the resources of CIS to facilitate the academic achievement and personal success of students by providing the full range of CIS services to those students and their families. Specifically, the CIS grant program will:

- Create, implement and manage three (3) CIS-ACE Centers and seven (7) CIS Traditional Model programs and one (1) Crisis Intervention program within Pearland ISD.
- Provide opportunities for academic enrichment, including providing tutorial services to help children, meet state and local student academic achievement standards in core academic subjects, such as reading, mathematics, and science.
- Offer students a broad array of additional services, programs and activities, such as youth development activities, drug and violence prevention programs, counseling programs, art, music, physical fitness programs and technology education programs that are designed to reinforce and complement the regular academic program of participating students;
- Offer families of case-managed students the opportunity for literacy and related educational development.

It is the intent of both parties to maintain a cooperative, interactive, and supportive relationship among and between the schools and CIS for the benefit of the students served.

The Texas Education Agency (TEA) administers Communities In Schools of Brazoria County and 21st Century ACE programs.

**A. CIS agrees to the following:**

1. CIS agrees to provide management, administrative, logistical, and technical support to the program, as warranted, to ensure the success of the programs' service delivery initiatives. The chief executive officer is responsible and accountable for oversight of all CIS program sites within Pearland ISD.
2. CIS, under its standards and this agreement, will provide, to identified students, a program of services which includes; academic enhancement, enrichment and recreational activities, parental and family engagement activities, health, education and social referrals, pre-employment skills training and career awareness activities, as well as cultural enrichment opportunities. CIS will not fulfill additional duties (administrative, clerical, etc.) that would usually be assigned to school employees.
3. CIS maintains and retains case files on each assigned student containing all relevant data requisite to the case and the CIS criteria. Case records will be released only in accordance with the confidentiality of Mental Health Information Statutes under Texas Civil Law.
4. The CIS site coordinators are employees of CIS while assigned to the program site and are under the direct supervision of CIS; furthermore, CIS staff will follow procedures for disciplinary action and grievance outlined in the CIS personnel policies and consistent with state or federal law.
5. CIS agrees to promptly report to Pearland ISD any compliant, reports, or other indications of sexual or physical abuse of any participant while enrolled in the programs.
6. CIS agrees to assurance that all employees of the CIS who have contact with students have passed a criminal background check current within the last year. Pearland ISD reserves the right to conduct an additional check for specific volunteer activities.
7. CIS agrees subject to the applicable laws and to the regulations of Pearland ISD, information, data, and reports of cooperative activities carried out under this Agreement may be released by any of the Parties with the consent of the other party, subject to the Data-Sharing and Privacy provisions, infra, FERPA, and any other applicable state or federal privacy law that governs students privacy rights, or as otherwise may be required by conditions and circumstances in connection with the program or as required by law.
8. CIS agrees secure and maintain liability insurance policies in at least an amount of \$1,000,000 per occurrence/\$2,000,000 aggregate limit, which shall include coverage for molestation/child abuse. CIS also shall maintain statutory amounts of workers compensation insurance. CIS will require insurance company or companies issuing said policies to name Pearland ISD as an additional insured under the Commercial General

Liability policy and to provide a complete waiver of subrogation against Pearland ISD, and to deliver a certificate thereof to Pearland ISD prior to the state of work which certificate must provide that said policy may not be canceled or reduced without thirty (30) days' notice to Pearland ISD. CIS shall provide Pearland ISD prompt notice of any cancellation or reduction.

## **B. Schools agree to the following:**

1. Schools will provide a confidential office or classroom with telephone and internet access exclusively for CIS staff use; classroom space for staff program operations; a safe and healthy work environment; access to designated classrooms for tutoring; computer labs; gymnasiums; cafeterias; healthy snacks; library; playgrounds; restrooms; and adequate after-hours access to building facilities and custodial services. In addition, the schools will grant, access to copy machines, necessary office furniture, supplies, and other equipment sufficient to facilitate the efficient delivery of CIS services at schools.
2. Schools will provide to CIS available student data, subject to parental consent per FERPA, including data such as, but not limited to, student attendance, student grades, student conduct, student personal data, STAAR scores, Free/Reduced lunch eligibility, LEP designation and any other data from school records that will ensure the eligibility and effectiveness of service delivery to students. This data may be pertinent to CIS programs and TEA reporting requirements.
3. Schools will encourage and promote volunteerism in CIS programs offered to Pearland ISD students. Schools will adequately publicize the presence of CIS programs and events in school newsletters, social media, marquees and public announcements as deemed appropriate.
4. The principal will provide CIS the name of a contact person to communicate with for approval of programs and activities in their absence, as well as an after-hours emergency contact.
5. Schools will ensure that professional staff of principals, teachers, counselors, and educational specialists will be encouraged to make appropriate referrals to CIS in order to ensure the effective provision of services to the targeted student population.
6. The district and/or the school will inform CIS in writing of all relevant school developments, policy changes, or other issues arising within the district or schools that affect the provisions of this agreement or the operations of CIS at schools.
7. Schools will maintain existing responsibility for addressing and/or referring to appropriate authorities all school-related cases involving suicide threats, violent behavior, child abuse, sexual abuse or harassment, and/or legal custody. The district, principal or principal

designee will provide the CIS site coordinators the names and responsibilities of the School Crisis Management Team and update that information as needed.

8. The district, principal or principal designee will notify the CIS program director, chief operating officer, or chief executive officer of any problems or concerns that might arise at school as soon as possible.
9. Pearland ISD agrees to support one (1) CIS-ACE Cycle 10 program by paying a sum of fifteen thousand dollars (\$15,000) and two (2) CIS-ACE Cycle 11 programs by paying a sum of thirty-six thousand dollars (\$36,000) to CIS for the delivery of services. Ten (10) equal contributions of five thousand one hundred dollars (\$5,100) will be made to CIS starting September 2022 and ending in June 2023.
10. Pearland ISD agrees to support the (7) CIS Traditional Model programs by paying a sum of one hundred thirty-three thousand dollars (\$133,000) to CIS for the delivery of services. Ten (10) equal contributions of thirteen thousand three hundred dollars (\$13,300) will be made to CIS starting September 2022 and ending in June 2023.
11. Pearland ISD agrees to support the (1) CIS Crisis Intervention program by paying a sum of twenty-five thousand dollars (\$25,000) to CIS for the delivery of services. Ten (10) equal contributions of two thousand five hundred dollars (\$2,500) will be made to CIS starting September 2022 and ending in June 2023
12. In total, Pearland ISD agrees to support the three (3) ACE programs, the seven (7) CIS Traditional Model programs and one (1) crisis intervention program provided by CIS by paying two hundred nine thousand dollars (\$209,000) in ten (10) equal contributions of twenty thousand nine hundred dollars (\$20,900) from September 2022 to June 2023 of the 2022-2023 fiscal year.
13. Pearland ISD will provide adequate in-kind contribution of space, utilities and custodial services for six (6) consecutive weeks of CIS-ACE summer programming.

### **C. Schools and CIS mutually agree to:**

1. The CIS chief executive officer, CIS chief operating officer, CIS program/project directors, CIS site coordinator or specialist, the school principal, and the schools' designated staff will proceed in a collaborative effort to ensure the successful operation of the CIS programs. Communications between the parties will be ongoing; to include scheduled meetings as needed between the CIS staff, school principal and/or his or her designee to address programmatic issues. In addition, the CIS site coordinator may serve as a member of the school's site-based decision-making committee.
2. CIS follows national, state, and local policies and ethical standards for service provision, under applicable state and local laws. In cases where written Pearland ISD school policies

concerning service delivery are more restrictive than CIS policies, CIS will follow the written Pearland ISD or school policy concerning student service delivery, except as mutually agreed upon, in writing.

3. CIS will provide staff and other resources to the schools for the benefit of the students. CIS will offer a multi-disciplinary team that will serve a manageable number of students. The maximum number will be determined by CIS grant requirements.
4. CIS will provide an annual CIS Center Service Delivery Plan to the school principal for review, discussion, and approval. This CIS Center Service Delivery Plan will provide all parties with an outline of CIS weekly activities to be undertaken in the upcoming semester.
5. Pearland ISD and CIS understand that all CIS services and funding under this partnership agreement will augment, but not duplicate, existing service resources. The district agrees to notify CIS of any duplication of services as soon as possible.
6. The parties agree that the CIS staff are not employees of Pearland ISD. Pearland ISD is not responsible for the payment of salaries, benefits, unemployment, worker's compensation, etc. for these individuals. CIS will be responsible for paying certified teachers and Pearland ISD transportation contingent on the availability of CIS-ACE funds.
7. The parties agree, in accordance with the Family Educational Rights and Privacy Act (FERPA), CIS and Pearland ISD will protect ISD students' privacy and guard against the unauthorized release of identifying student information and records and comply with all applicable requirements of FERPA.

#### D. INDEMNIFICATION

CIS agrees to indemnify and hold harmless Pearland ISD and its Board of Trustees, officials, and employees from any and all claims, losses, cost, damages, liabilities, and expenses of every kind, including reasonable attorney's fees, arising out of or resulting from the assertion of claims that are based on or related to Provider's acts or omissions.

#### E. NO WAIVER OF IMMUNITY

Pearland ISD does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any trustee, officer, director, employee, or representative of Pearland ISD.



PEARLAND INDEPENDENT SCHOOL DISTRICT  
CONFLICT OF INTEREST STATEMENT

June 14, 2022 Agenda Item

| Vendor                 | Product/Service                     | Purchase Amount | Fund | Procurement Method/<br>Contract Number |
|------------------------|-------------------------------------|-----------------|------|--|
| Communities in Schools | Enrichment and Afterschool Programs | \$209,000       | 199  | TEA approved program                   |

Neither the Purchasing Director, Moniki Mason, Executive Director of High Schools, Kelly Holt, the Executive Director of Intermediate Schools, La'Kesha Henson-Vaughn nor the Executive Director of Elementary Schools, Marlo Keller Schools 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

6/6/2022

Date

*Kelly Holt*

[Kelly Holt \(Jun 7, 2022 07:22 CDT\)](#)

Kelly Holt  
Executive Director of High Schools

Jun 7, 2022

Date

*Dr. LaKesha Henson-Vaughn*

[Dr. LaKesha Henson-Vaughn \(Jun 7, 2022 08:57 CDT\)](#)

La'Kesha Henson-Vaughn  
Executive Director of Intermediate Schools

Jun 7, 2022

Date

*Marlo Keller*

Marlo Keller  
Executive Director of Elementary Schools

Jun 7, 2022

Date



## Board of Trustees Agenda Item Information

**Meeting Date:** June 14, 2022

**Meeting Type**

- Regular Meeting  
 Special Meeting/Workshop  
 Hearing

**Date Submitted:** June 7, 2022

**Agenda Placement**

- |  |  |
|--|--|
| <input type="checkbox"/> Public Hearing    | <input type="checkbox"/> Administrative Report     |
| <input 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 Communities in Schools Premier Academy Partnership Agreement for 2022-2023 School Year

**Executive Summary:** Communities in Schools (CIS) hosts various exemplary at-risk services within the Pearland ISD schools during and after the school day. Administration has been pleased with the services provided to these needy students and recommends entering into a partnership for the Premier Academy.

This Partnership Agreement for the Premier Academy between Pearland Independent School District (PISD) and Communities in Schools (CIS) sets out to establish the relationships and responsibilities of both parties in the implementation of the Premier Academy at Jamison Middle School and Sablatura Middle School.

The Premier Academy will provide academic assistance and support by assisting students with homework completion; provide educational enrichment through an array of enrichment activities including fine arts, technology, team building and much more; provide social and emotional learning by helping students understand and manage their emotions, maintain positive relationships and make responsible choices.

There is no cost to the district; parents will pay CIS directly.

**Associated District Goal:** WCG#1 – Student Academic Performance; WCG#2 – Physical and Mental Health

**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 Communities in Schools Agreement for Premier Academy for the 2022-2023 School Year.

**Department Submitting:** Campus Leadership Team

**Requested By:** La'Kesha Henson-Vaughn

**Cabinet Member's Approval:** Superintendent

**Board Approval Required:**

**Yes**

**No**

**Partnership Agreement**  
**Premier Academy**  
**Communities In Schools of Brazoria County**  
**And**  
**Pearland ISD**  
**2022/2023**

This Partnership Agreement between Communities In Schools of Brazoria County (CIS) Premier Academy (PA) and Pearland ISD (PISD) sets out to establish the relationships and responsibilities of all parties in the implementation of the Premier Academy after school programs at **Sam Jamison Middle School and Leon Sablatura Middle School**.

It is the intent of both parties to bring the resources of CIS to facilitate the academic achievement and personal success of students by providing the full range of CIS services to those students and their families. Specifically, the CIS Premier Academy program will:

- Create, implement and manage two (2) CIS PA after school programs in PISD
- Provide opportunities for academic enrichment, including providing tutorial services to help children, meet state and local student academic achievement standards in core academic subjects such as reading, mathematics, and science
- Offer students a broad array of additional services, programs and activities, such as youth development activities, drug and violence prevention programs, counseling programs, art, music, physical fitness programs and technology education programs that are designed to reinforce and complement the regular academic program of participating students with Pearland ISD approved curriculum

It is the intent of both parties to maintain a cooperative, interactive, and supportive relationship among and between the Schools and CIS for the benefit of the students served.

Communities In Schools of Brazoria County is administered by the Texas Education Agency (TEA).

**A. CIS agrees to the following:**

- CIS agrees to provide management, administrative, logistical and technical support to the program, as warranted, to ensure the success of the program site service delivery initiatives. The Chief Executive Officer, Chief Operating Officer and PA Program Director are responsible and accountable for oversight of all CIS-PA Program Sites within PISD.

- CIS agrees to follow PISD policy regarding Non-school Use of School Facilities.
- CIS, under its standards and this agreement, will provide students services which includes academic enhancement, enrichment and recreational activities, health, pre-employment skills training and career awareness activities, as well as cultural enrichment opportunities. CIS will not fulfill additional duties (administrative, clerical, etc.) that would usually be assigned to school employees.
- CIS agrees to promptly report to Pearland ISD any compliant, reports, or other indications of sexual or physical abuse of any participant while enrolled in the programs.
- CIS agrees to assurance that all employees of the CIS who have contact with students have passed a criminal background check current within the last year. Pearland ISD reserves the right to conduct an additional check for specific volunteer activities.
- CIS agrees subject to the applicable laws and to the regulations of Pearland ISD, information, data, and reports of cooperative activities carried out under this Agreement may be released by any of the Parties with the consent of the other party, subject to the Data-Sharing and Privacy provisions, infra, FERPA, and any other applicable state or federal privacy law that governs students privacy rights, or as otherwise may be required by conditions and circumstances in connection with the program or as required by law.
- CIS maintains and retains case files on each assigned student containing all relevant data. Case records will only be released in accordance with the Confidentiality of Mental Health Information statutes under Texas Civil Law.
- The PA site and activity coordinators are employees of CIS while assigned to the program site and are under the direct supervision of CIS; furthermore, CIS staff will follow procedures for disciplinary action and grievances outlined in the CIS personnel policies and consistent with state or federal law.
- CIS agrees to follow Pearland ISD and state safety procedures and protocols for school districts.
- CIS agrees secure and maintain liability insurance policies in at least an amount of \$1,000,000 per occurrence/\$2,000,000 aggregate limit, which shall include coverage for molestation/child abuse. CIS also shall maintain statutory amounts of workers compensation insurance. CIS will require insurance company or companies issuing said policies to name Pearland ISD as an additional insured under the Commercial General Liability policy and to provide a complete waiver of subrogation against Pearland ISD, and to deliver a certificate thereof to Pearland ISD prior to the state of work which certificate must provide that said policy may not be canceled or reduced without thirty (30) days' notice to Pearland ISD. CIS shall provide Pearland ISD prompt notice of any cancellation or reduction.

## **B. Schools agree to the following:**

- Schools will provide a confidential office or classroom with telephone and internet access exclusively for CIS staff use. Additionally, schools will provide classroom space for staff program operations, a safe and healthy work environment, access to designated classrooms for tutoring, computer labs, gymnasium, cafeteria, library, playgrounds, restrooms, and adequate after-hours access to building facilities and custodial services, as well as access to copy machines, necessary office furniture, supplies, and other equipment sufficient to facilitate the efficient delivery of CIS services at the school.
- Schools will provide to CIS, subject to parental consent per FERPA, available student data and Read and Print Only access to the district's student data and data such as, but not limited to, student attendance, student grades, conduct, student personal data, STAAR scores, Free/Reduced lunch eligibility, LEP designation and any other data from school records that will ensure the eligibility and effectiveness of service delivery to students.
- Schools will encourage and promote PA programs offered to PISD students. Also, schools will adequately publicize the presence of PA programs and events by inclusion of PA information in school newsletters, marquees and public announcements as deemed appropriate.
- The principal will provide CIS the name of a contact person at school for CIS staff to communicate with for approval of programs and activities in their absence, as well as an after-hour's emergency.
- Schools will inform CIS in writing of any and all relevant school developments, policy changes, or other issues arising within the district or schools that affect the provisions of this agreement or the operations of PA at schools. CIS and Pearland ISD will follow CDC and TEA guidance with respect to COVID-19.
- Schools will maintain existing responsibility for addressing and/or referring to appropriate authorities all school-related cases involving suicide threats, violent behavior, child abuse, sexual abuse or harassment, and/or legal custody. The principal will provide the CIS site coordinator the names and responsibilities of the School Crisis Management Team and update that information as needed.
- The principal will notify the CIS Premier Director and/or Executive Director or Chief Operating Officer of any problems or concerns that might arise at school as soon as practical.
- The ISD will provide adequate space and services for school year after-school services except on stated school district holidays or school closures following CDC and TEA guidance with respect to COVID-19. The operational times of the PA will be from 3:30 p.m. to 6:30 p.m. at elementary campuses.

## **C. Schools and CIS mutually agree to:**

- The CIS Executive Director, CIS Chief Operating Officer, CIS Premier Director, PA site manager, the school principal, and the schools' designated staff will proceed in a collaborative effort to ensure the successful operation of the PA program. Communications between the parties will be ongoing to include scheduled meetings as needed between the PA Staff, school principal and/or his or her designee to address programmatic issues.
- CIS follows national, state and local CIS policies and ethical standards for service provision, under applicable state and local laws. In cases where written PISD school policies concerning service delivery are more restrictive than CIS policies, CIS will follow the written PISD or school policy concerning student service delivery, except as mutually agreed upon, in writing.
- CIS will provide staff and other resources to the schools for the benefit of the students. CIS will offer a multi-disciplinary team that will serve a manageable number of students.
- The parties agree that the PA site coordinator and CIS staff are not employees of the ISD. The ISD is not responsible for the payment of salaries, benefits, unemployment, worker's compensation, etc. for these individuals. CIS will be responsible for paying certified teachers and PISD transportation contingent on the availability of CIS funds.
- The terms of this partnership agreement for services will be from August 1, 2022, until July 31, 2023. This partnership agreement is contingent on mutual agreement by Pearland Independent School District and Communities In Schools of Brazoria County.
- The parties agree, in accordance with the Family Educational Rights and Privacy Act (FERPA), CIS and Pearland ISD will protect ISD students' privacy and guard against the unauthorized release of identifying student information and records and comply with all applicable requirements of FERPA.

## **INDEMNIFICATION**

CIS agrees to indemnify and hold harmless Pearland ISD and its Board of Trustees, officials, and employees from any and all claims, losses, cost, damages, liabilities, and expenses of every kind, including reasonable attorney's fees, arising out of or resulting from the assertion of claims that are based on or related to Provider's acts or omissions.

## **NO WAIVER OF IMMUNITY**

Pearland ISD does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any trustee, officer, director, employee, or representative of Pearland ISD.



# Communities In Schools

Southeast Harris  
and Brazoria County

This partnership agreement of services constitutes the full and total understanding and agreement of PISD, schools and CIS, and any modifications, amendments or alterations must be agreed to in writing by PISD Superintendent, the School principals and CIS Chief Executive Officer.

## For Pearland ISD

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**Larry Berger** **Date**  
**Superintendent, Pearland ISD**

## For Communities In Schools

  
[Donna Montes \(Jun 2, 2022 16:11 CDT\)](#) Jun 2, 2022

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**Donna Montes** **Date**  
**Chief Exeicer,**  
**Communities In Schools of Southeast Harris and Brazoria County**



## Board of Trustees Agenda Item Information

**Meeting Date:** June 14, 2022

**Meeting Type**

- Regular Meeting
- Special Meeting/Workshop
- Hearing

**Date Submitted:** June 6, 2022

**Agenda Placement**

- |  |  |
|--|--|
| <input type="checkbox"/> Public Hearing    | <input type="checkbox"/> Administrative Report     |
| <input 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:** Consider Approval of Budget Amendment #3

**Executive Summary:** The purpose of this budget amendment is to adjust revenues and expenditures for the General Operating Fund and Food Service Fund.

**General Operating Fund:** This amendment includes the following:

- TRS On-Behalf – After receiving the June 2022 allocation of Medicare Part D for TRS Care participants, revenues and expenditures include a decrease to TRS On-Behalf of \$850,000, respectively, with no impact to fund balance
- Revenues – Adjustment of \$585,000 in local revenue to account for an increase in tuition and fees, earnings from temporary deposits and investments, rent, athletic revenue, and other miscellaneous revenue from local sources
- Expenditures – Minor reclassification of expenditures at the functional level to account for proper account coding for end of school year needs with no impact to fund balance

The impact of this budget amendment reduces the fiscal year 2021-22 budgeted deficit from \$8.4 million to \$7.8 million; however, after accounting for estimated savings, administration projects the actual deficit to fall between \$1 million and \$2.8 million.

**Food Service Fund:** This budget amendment includes the following:

- Adjusts expenditures by \$300,000 to account for an increase in food costs
- Accounts for the following revenue increases:
  - Federal - Supply Chain Assistance Grant award of \$436,808 from the Texas Department of Agriculture to be used to purchased unprocessed or minimally processed domestic food products
  - Federal – an increase in the estimated USDA meal reimbursements of \$1,250,727
  - Local – an increase of \$142,759 in food sales

See attached budget amendment.

**Associated District Goal:** All District Goals.

|  |   |  |
|--|---|--|
| <b>Fiscal Impact:</b><br><b>Cost:</b><br><input type="checkbox"/> Recurring<br><input checked="" type="checkbox"/> One-Time<br><input type="checkbox"/> No Fiscal Impact | <b>Funding Source:</b><br><input checked="" type="checkbox"/> General Fund<br><input checked="" type="checkbox"/> Food Service Fund<br><input type="checkbox"/> Debt Service Fund | <b>Fiscal Year:</b><br>Amendment Required?<br><input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |
| <b>Superintendent's Recommendation:</b> That the Board approves Budget Amendment #3 as presented.  |   |  |
| <b>Department Submitting:</b> Business Office  | <b>Requested By:</b> Jorgannie Carter   |  |
| <b>Cabinet Member's Approval:</b> Larry Berger   |   |  |
| <b>Board Approval Required:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  |   |  |

PEARLAND INDEPENDENT SCHOOL DISTRICT  
2021-22 PROPOSED BUDGET AMENDMENT  
GENERAL OPERATING FUND

|                                     | <b>AMENDED<br/>BUDGET</b>   | <b>JUNE 2022<br/>PROPOSED<br/>AMENDMENTS</b> | <b>PROPOSED<br/>AMENDED<br/>BUDGET</b> |
|-------------------------------------|-----------------------------|--|--|
| <b>Revenues</b>                     |                             |  |  |
| 5700 Local and Intermediate Sources | \$83,622,620                | \$585,000                                    | \$84,207,620                           |
| 5800 State Program Revenue          | 101,444,638                 | (850,000)                                    | 100,594,638                            |
| 5900 Federal Program Revenue        | 2,364,395                   | -  | 2,364,395                              |
| Total Revenues                      | <u>187,431,653</u>          | <u>(265,000)</u>                             | <u>187,166,653</u>                     |
| <b>Expenditures</b>                 |                             |  |  |
| 11 Instruction                      | 120,568,454                 | (905,000)                                    | 119,663,454                            |
| 12 Instructional Res. & Media Svcs. | 1,963,078                   | 20,000                                       | 1,983,078                              |
| 13 Curriculum & Staff Development   | 5,745,323                   | (20,000)                                     | 5,725,323                              |
| 21 Instructional Leadership         | 3,051,453                   | 50,000                                       | 3,101,453                              |
| 23 School Leadership                | 12,897,817                  | (70,000)                                     | 12,827,817                             |
| 31 Guidance & Counseling            | 7,968,995                   | (50,000)                                     | 7,918,995                              |
| 32 Social Work Services             | 697,351                     | -  | 697,351                                |
| 33 Health Services                  | 2,457,896                   | -  | 2,457,896                              |
| 34 Student Transportation           | 7,886,901                   | -  | 7,886,901                              |
| 36 Extra-Curricular Activities      | 4,753,759                   | -  | 4,753,759                              |
| 41 General Administration           | 5,777,671                   | 100,000                                      | 5,877,671                              |
| 51 Plant Maintenance & Operations   | 23,223,024                  | -  | 23,223,024                             |
| 52 Security & Monitoring Services   | 2,424,350                   | -  | 2,424,350                              |
| 53 Data Processing Services         | 5,045,065                   | -  | 5,045,065                              |
| 61 Community Service                | 9,669                       | 1,000  | 10,669                                 |
| 71 Debt Service                     | 880,689                     | 74,000                                       | 954,689                                |
| 95 Payment to JJAEP                 | 80,000                      | -  | 80,000                                 |
| 99 Other Intergovernmental Charges  | 737,128                     | (50,000)                                     | 687,128                                |
| Total Expenditures                  | <u>206,168,623</u>          | <u>(850,000)</u>                             | <u>205,318,623</u>                     |
| Revenues Over/(Under) Expenditures  | <u>(18,736,970)</u>         | <u>585,000</u>                               | <u>(18,151,970)</u>                    |
| Other Financing Sources/(Uses)      | <u>10,335,160</u>           |  | <u>10,335,160</u>                      |
| Net Change in Fund Balance          | <u><u>(\$8,401,810)</u></u> | <u><u>\$585,000</u></u>                      | <u><u>(\$7,816,810)</u></u>            |

PEARLAND INDEPENDENT SCHOOL DISTRICT  
 2021-22 PROPOSED BUDGET AMENDMENT  
 FOOD SERVICE FUND

|                                     | <b>AMENDED<br/>BUDGET</b> | <b>JUNE 2022<br/>PROPOSED<br/>AMENDMENTS</b> | <b>PROPOSED<br/>AMENDED<br/>BUDGET</b> |
|-------------------------------------|---------------------------|--|--|
| <b>Revenues</b>                     |                           |  |  |
| 5700 Local and Intermediate Sources | \$1,500,000               | \$142,759                                    | \$1,642,759                            |
| 5800 State Program Revenue          | 300,000                   | -  | 300,000                                |
| 5900 Federal Program Revenue        | 10,255,000                | 1,687,535                                    | 11,942,535                             |
| Total Revenues                      | <u>12,055,000</u>         | <u>1,830,294</u>                             | <u>13,885,294</u>                      |
| <b>Expenditures</b>                 |                           |  |  |
| 35 Food Service                     | 10,650,045                | 300,000                                      | 10,950,045                             |
| 71 Debt Service                     | 1,989                     | -  | 1,989                                  |
| Total Expenditures                  | <u>10,652,034</u>         | <u>300,000</u>                               | <u>10,952,034</u>                      |
| Revenues Over/(Under) Expenditures  | <u>1,402,966</u>          | <u>1,530,294</u>                             | <u>2,933,260</u>                       |
| Other Financing Sources/(Uses)      | <u>2,818</u>              | <u>-</u>                                     | <u>2,818</u>                           |
| Net Change in Fund Balance          | <u><u>\$1,405,784</u></u> | <u><u>\$1,530,294</u></u>                    | <u><u>\$2,936,078</u></u>              |



## Board of Trustees Agenda Item Information

**Meeting Date:** June 14, 2022

### Meeting Type

- Regular Meeting  
 Special Meeting/Workshop  
 Hearing

**Date Submitted:** June 7, 2022

### Agenda Placement

- Public Hearing  
 Open Session  
 Executive Session  
 Recognition  
 Administrative Report  
 Consent Agenda  
 Regular Agenda  
 Information/Discussion

**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:

- Approval of purchase utilizing BuyBoard Contract #653-21 for Instructional Materials and Classroom Teaching Supplies and Equipment with Edgenuity dba Imagine Learning 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).
- Approval of agreements between PISD and Shiloh Treatment Center, Inc. (utilizing Pearland ISD Contract# 19-0411-03) to provide adaptive behavior and life skills services to students with disabilities in the amount of \$291,020 (Fund 224). Contracts can be viewed at <https://adobe.ly/38yGuba>
- Approval of agreement between PISD and Harris County Department of Education to provide occupational and music therapy to PISD students in the amount of \$91,140 (Fund 224).
- Approval of annual membership payment for Pearland ISD's membership in the Southeast Texas GigaPOP (SETG) with Rice University in the amount of \$74,900. SETG is a collaboration of universities, colleges and K-12 schools in the Texas region that interconnects members to help stabilize the cost of internet services and has access to 50Gbps at a fraction of the cost (Fund 199).
- Approval 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 \$241,761 (Fund 199).
- Approval of purchase utilizing Region 5 Contract #20220203 for Telecommunications Equipment, Supplies and/or Services with Integration Partners Corporation for annual telephone/voice maintenance renewal fees in the amount of \$123,411 (Fund 199). Detailed quote can be viewed at <https://adobe.ly/3PWF8YS>
- Approval of purchase utilizing OMNIA Partners Contract #R201402 for Learning Management System with Instructure, Inc. for the renewal of Canvas Cloud Subscription in the amount of \$97,960.

Canvas is a Learning Management System that provides course content, an assignment tool, a discussion board, collaborative integrations through Microsoft 365 and quizzes in an online environment. (Fund 199)

- Approval of purchase utilizing Pearland ISD Contract #19-0509-06 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 \$81,930 (Fund 199 and 240).
- Approval of 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. (Fund 199).
- Approval for purchase utilizing BuyBoard Contract #631-20 for HVAC Equipment, Supplies, and Installation of HVAC Equipment with Joe W. Fly Company, Inc. for air filters for Pearland ISD buildings in the amount of \$106,636 (Fund 199).
- Approval of purchase utilizing Region 5 Contract #20180504 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 \$88,870 (Fund 199). Detailed quote can be viewed at <https://adobe.ly/3N7tSgq>

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

**Associated District Goals:**

- 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.

|   |   |   |
|---|---|---|
| <p><b>Fiscal Impact:</b><br/> <b>Cost:</b><br/> <input type="checkbox"/> Recurring<br/> <input checked="" type="checkbox"/> One-Time<br/> <input type="checkbox"/> No Fiscal Impact</p> | <p><b>Funding Source:</b><br/> <input checked="" type="checkbox"/> General Fund<br/> <input checked="" type="checkbox"/> Grant Funds (224 IDEA B)<br/> <input checked="" type="checkbox"/> Other Funds (Fund 240)</p> | <p><b>Fiscal Year:</b><br/>                 Amendment Required?<br/> <input type="checkbox"/> Yes<br/> <input checked="" type="checkbox"/> No</p> |
|---|---|---|

**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.

|  |   |
|--|---|
| <p><b>Department Submitting:</b> Purchasing/Moniki Mason</p> | <p><b>Requested By:</b> Nyla Watson, Lisa Nixon, Jon-Paul Estes, Matt Cline</p> |
| <p><b>Cabinet Member’s Approval:</b> Jorgannie Carter</p>    |   |

**Board Approval Required:**      Yes      No

**PEARLAND INDEPENDENT SCHOOL DISTRICT**  
**CH LOCAL REPORT FOR SINGLE PURCHASE OVER \$75,000 FOR FISCAL YEAR 2021-2022**  
**June 14, 2022 - BOARD MEETING**

| Vendor Name                           | Product/Service  | Procurement Method              | Funding Source | FY 21-22 Expenditure | FY 20-21 Expenditure | Contract Information  |
|---------------------------------------|--|---------------------------------|----------------|----------------------|----------------------|---|
| Edgenuity                             | Credit Recovery Courseware                                 | Interlocal Agreement            | 199            | \$114,980            | \$114,980            | BuyBoard Contract #653-21 for Instructional Materials and Classroom Teaching Supplies and Equipment   |
| Shiloh Treatment Center, Inc.         | Day School and Educational Services                        | Professional Services Agreement | 224            | \$291,020            | \$288,597            | Pearland ISD Contract #19-0411-03 for Special Programs Contracted Services  |
| Harris County Department of Education | Occupational and Music Therapy                             | Interlocal Agreement            | 224            | \$91,140             | \$61,455             | Interlocal agreement with Harris County Department of Education   |
| Rice University                       | Southwest Texas GigaPOP Membership Fees                    | Professional Services Agreement | 199            | \$74,900             | \$74,900             | Membership agreement with Rice University   |
| Skyward, Inc.                         | Annual License Renewal                                     | Request for Proposal            | 199            | \$241,761            | \$230,780            | Pearland ISD Contract RFCSP #08-0228-13 for Institutional Software  |
| Integration Partners                  | Annual Voice Renewal Services                              | Interlocal Agreement            | 199            | \$123,411            | \$125,126            | Region 5 Contract# 20220203 for Telecommunications Equipment, Supplies and/or Services  |
| Instructure                           | Canvas Cloud Subscription Annual Renewal                   | Interlocal Agreement            | 199            | \$97,960             | \$90,910             | OMNIA Partners Contract #R201402 for Learning Management System   |
| Allied Fire Protection, L.P.          | Annual Fire Alarm & Kitchen Hood Inspections               | Request for Proposal            | 199            | \$81,930             | \$77,802             | Pearland ISD RFP #19-0509-06 for Maintenance and Custodial Supplies and Services  |
| Electronic Security Service           | Annual Burglar Alarm System Monitoring                     | Request for Proposal            | 199            | \$185,241            | \$185,241            | Pearland ISD RFCSP #14-1212-07 for Leasing, Maintenance and Monitoring of Installed Security Alarm Equipment and Monitoring of Fire Alarm Equipment |
| Joe W. Fly Company, Inc.              | Air Filters for PISD Buildings                             | Interlocal Agreement            | 199            | \$106,636            | \$89,129             | BuyBoard Contract #631-20 for HVAC Equipment, Supplies, and Installation of HVAC Equipment  |
| Unify Energy Solutions, LLC           | Building Automation & Energy Management System Maintenance | Interlocal Agreement            | 199            | \$88,870             | \$86,700             | Region 5 Contract #20180504 for HVAC Capital Equipment, Supplies and/or Services  |



# Invoice

8860 E. Chaparral Rd  
Suite 100  
Scottsdale, AZ 85250  
877-725-4257 x1037

**Date** 8/1/2022  
**Invoice No.** 863851  
**Acct. No.** 03:pe:TX:12215638  
**PO No.** 22102528-00  
**Terms** Net 30  
**Due Date** 8/31/2022

61

**Bill To**  
Pearland I.S.D.  
P.O. Box 7  
Pearland TX 77588

**Ship To**  
Business Office  
Pearland ISD  
1928 N Main  
Pearland TX 77581

| Description  | Quantity | Amount       | Tax Rate |
|--|----------|--------------|----------|
|  | 1        | \$114,980.00 |          |
| Edgenuity - Concurrent User Licenses Virtual Classroom and Web Administrator |          | \$0.00       | 0%       |
| Pearland Junior High East - MyPath Reading and Math Site License             |          | \$0.00       | 0%       |
| Pearland Junior HS South - MyPath Reading and Math Site License              |          | \$0.00       | 0%       |
| Pearland Junior High West - MyPath Reading and Math Site License             |          | \$0.00       | 0%       |
| Berry Miller Junior HS - MyPath Reading and Math Site License                |          | \$0.00       | 0%       |

**Subtotal** \$114,980.00  
**Total** \$114,980.00  
**Amount Due** \$114,980.00

Edgenuity Inc., Imagine Learning, Inc. and LearnZillion are now united under the new name Imagine Learning LLC.  
Please email [AR@imaginelearning.com](mailto:AR@imaginelearning.com) if you need a W9 for the new TIN 45-1565841.

**PLEASE REMIT PAYMENT TO:**  
**IMAGINE LEARNING LLC**  
**DEPT 2195**  
**PO BOX 122195**  
**DALLAS TX 75312-2195**

Wire and ACH Instructions:

Account Name Imagine Learning LLC  
Account Number 3303514755  
Routing/ABA Number 121140399  
SWIFT # SVBKUS6S

Bank Name Silicon Valley Bank  
3003 Tasman Drive  
Santa Clara CA 95054

PEARLAND INDEPENDENT SCHOOL DISTRICT  
CONFLICT OF INTEREST STATEMENT

CH Local Report  
June 14, 2022 Agenda Item

| Vendor    | Product/Service            | Purchase Amount | Fund | Procurement Method/<br>Contract Number  |
|-----------|----------------------------|-----------------|------|---|
| Edgenuity | Credit Recovery Courseware | \$114,980       | 199  | BuyBoard Contract #653-21 for Instructional Materials and Classroom Teaching Supplies and Equipment |

Neither the Director of Purchasing, Moniki Mason nor the Chief Academic Officer, Nyla Watson 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

5/25/2022

Date

*Nyla Watson*

[Nyla Watson \(May 25, 2022 14:00 CDT\)](#)

Nyla Watson  
Chief Academic Officer

May 25, 2022

Date

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

**PERIOD: August 15, 2022 to May 26, 2023 (180 days)**

**AMOUNT: \$78,662.20**

**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.**

64

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 15, 2022**, and end not later than **May 26, 2023**. 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  
1928 N Main St  
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 10<sup>th</sup> day of May, 2022.

BY: Brenda Gardner Ed.D

TITLE: Chief Operating Officer

ACCEPTED and APPROVED on behalf of **Pearland Independent School District** this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SHILOH TREATMENT CENTER, INC.

COST ANALYSIS

August 15, 2022 to May 26, 2023 (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 15min 2 of each 6wks (10)</i> |          | \$220.00 |          | \$2,200.00         |
| <i>Speech Therapy 30min 2 per week (37wks)</i>        |          | \$234.00 |          | \$8,658.00         |
| <i>LRE Transition Therapy</i>                         |          |          |          |                    |
| School Health Services                                |          |          | \$180.00 | \$1,800.00         |
| Psychological Services                                |          |          |          |                    |
| Residential Services                                  |          |          |          |                    |
| Day Programming                                       | \$360.00 |          |          | \$64,800.00        |
| <i>Extended Day Services</i>                          |          |          |          |                    |
| Respite 24 Hours                                      |          |          |          |                    |
| <b>Contract Total</b>                                 |          |          |          | <b>\$78,662.20</b> |

\*\*\*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 15, 2022 to May 26, 2023 (180 days)**

**AMOUNT: \$65,982.20**

**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.**

68

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 15, 2022**, and end not later than **May 26, 2023**. 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  
1928 N Main St  
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 10<sup>th</sup> day of May, 2022.

BY: Brenda Gardner Ed.D

TITLE: Chief Operating Officer

ACCEPTED and APPROVED on behalf of **Pearland Independent School District** this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SHILOH TREATMENT CENTER, INC.

COST ANALYSIS

August 15, 2022 to May 26, 2023 (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 15min 2 of each 9wks (8)</i> |          | \$220.00 |          | \$1,760.00         |
| <i>Speech Therapy 20min 2 per wk (37wks)</i>         |          | \$234.00 |          | \$8,658.00         |
| <i>LRE Transition Therapy</i>                        |          |          |          |                    |
| School Health Services                               |          |          | \$180.00 | \$1,800.00         |
| Psychological Services                               |          |          |          |                    |
| Residential Services                                 |          |          |          |                    |
| Day Programming                                      | \$270.00 |          |          | \$48,600.00        |
| <i>Extended Day Services</i>                         |          |          |          |                    |
| Respite 24 Hours                                     |          |          |          |                    |
| <b>Contract Total</b>                                |          |          |          | <b>\$65,982.20</b> |

\*\*\*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 15, 2022 to May 26, 2023 (180 days)**

**AMOUNT: \$68,642.20**

**CLIENT (STUDENT):**

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

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- |  |  |
|--|--|
| 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.**

72

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

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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  
1928 N Main St  
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 10<sup>th</sup> day of May, 2022.

BY: Brenda Gardner Ed.D

TITLE: Chief Operating Officer

ACCEPTED and APPROVED on behalf of **Pearland Independent School District** this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SHILOH TREATMENT CENTER, INC.

COST ANALYSIS

August 15, 2022 to May 26, 2023 (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 15min 4 of each 9wks (16)</i> | \$220.00 |          |          | \$3,520.00         |
| <i>Speech Therapy 20min 2 per wk (37wks)</i>          |          | \$234.00 |          | \$8,658.00         |
| <i>LRE Transition Therapy</i>                         |          |          |          |                    |
| School Health Services                                |          |          | \$180.00 | \$1,800.00         |
| Psychological Services                                |          |          |          |                    |
| Residential Services                                  |          |          |          |                    |
| Day Programming                                       | \$275.00 |          |          | \$49,500.00        |
| <i>Extended Day Services</i>                          |          |          |          |                    |
| Respite 24 Hours                                      |          |          |          |                    |
| <b>Contract Total</b>                                 |          |          |          | <b>\$68,642.20</b> |

\*\*\*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 15, 2022 to May 26, 2023 (180 days)**

**AMOUNT: \$77,733.20**

**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.**

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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 15, 2022**, and end not later than **May 26, 2023**. 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  
1928 N Main St  
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 10<sup>th</sup> day of May, 2022.

BY: Brenda Garza Ed.D

TITLE: Chief Operating Officer

ACCEPTED and APPROVED on behalf of **Pearland Independent School District** this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

SHILOH TREATMENT CENTER, INC.

COST ANALYSIS

August 15, 2022 to May 26, 2023 (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 wk<br/>(37)</i> |          | \$137.00 |          | \$5,069.00         |
| <i>In Home/Parent Training</i>                   |          |          |          |                    |
| <i>Physical Therapy*</i>                         |          |          |          |                    |
| <i>Occupational Therapy*</i>                     |          |          |          |                    |
| <i>Speech Therapy*</i>                           |          |          |          |                    |
| <i>LRE Transition Therapy</i>                    |          |          |          |                    |
| School Health Services                           |          |          | \$180.00 | \$1,800.00         |
| Psychological Services *                         |          |          |          |                    |
| Residential Services                             |          |          |          |                    |
| Day Programming                                  | \$365.00 |          |          | \$65,700.00        |
| <i>Extended Day Services</i>                     |          |          |          |                    |
| Respite 24 Hours                                 |          |          |          |                    |
| <b>Contract Total</b>                            |          |          |          | <b>\$77,733.20</b> |

\*The school health and related services (SHARS) program allows Texas local educational agencies (LEAs) and Shared Service Arrangements (SSAS) to request reimbursement for Medicaid health related services. The admission review and dismissal (ARD) committee determines the SHARS services. Services must be medically necessary and reasonable to ensure that children with disabilities are able to participate in the educational program.

Services covered by SHARS include:

Audiology services

counseling

nursing services

occupational therapy

personal care services

physical therapy

psychological services including assessments

speech therapy

specialized transportation as defined by the health and human services commission HHSC



Interlocal Contract Between Harris County Department of Education and Pearland ISD

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract (the "Contract") is made and entered into between Harris County Department of Education ("HCDE") and Pearland ISD for the purpose of performing governmental functions and services and to state the terms, rights, and duties of the Contracting parties during the 2022-2023 school year (8/16/2022 - 8/15/2023).

Arrangement

HCDE agrees to provide the services as described below. Pearland ISD agrees to pay for the services within thirty (30) days of receiving an invoice for the services

Table with 4 columns: Type(s) of Service(s), Total Days/Hours, Cost Day/Hour, Total Cost. Rows include Occupational Therapy, Music Therapy, and a Total row.

Additional Terms

- 1 This Contract may be terminated by either party without cause with thirty (30) days advance written notice.
2 This Contract constitutes the sole agreement of the parties relative to the purpose(s) of this Contract and supersedes any other oral or written understandings or agreements.
3 This Contract shall be construed under the laws of the State of Texas and mandatory and exclusive venue in any action arising out of this Contract shall be in Harris County, Texas.
4 Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
5 Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.
6 Neither this Contract, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any party not in signatory hereof.
7 This Contract does not create a joint venture or business partnership under Texas law.
8 The total amount of this Contract is an estimate based on data provided by both parties. Invoices will be sent by HCDE for services rendered during the term of this agreement.
9 In the event that the District makes a payment to HCDE with a credit card, the District agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fees charged to HCDE by the credit card company(ies).
10 HCDE will make every attempt to provide the number of days as indicated, however, some alterations in the staffing within an individual discipline may be necessary. No changes to the staffing will be made without mutual written consent. In no case will the dollar amount of the contract be exceeded without a formal contract amendment.
11 In accordance with Senate Bill 9, HCDE submits fingerprints to the State Board for Educator Certification (SBEC) on all new employees, and pursues criminal history background checks annually on all HCDE employees.
12 Harris County Department of Education adheres to the Uniform Grant Guidance as codified in 2 CFR Part 200, otherwise known as Edgar Department General Administrative Regulations (EDGAR).

Agreed to

Superintendent/Designee

James Colbert, Jr., County School Superintendent

Date

Date

For HCDE office use only:45820

Revenue Account No. 199-3-00-111-00-111-5726-0000

Contract Code TS45820





**HARRIS COUNTY DEPARTMENT OF EDUCATION  
SCHOOL-BASED THERAPY SERVICES DIVISION**

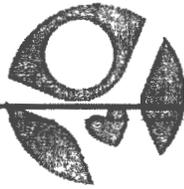
**2022-2023 FEE SCHEDULE**

| <b>Type of Service</b>         | <b>In-County Fee</b> | <b>Out-of-County Fee</b> |
|--------------------------------|----------------------|--------------------------|
| Music Therapy                  | \$490.00 per day     | \$540.00 per day         |
| Occupational Therapy           |                      |                          |
| Physical Therapy               |                      |                          |
| Occupational Therapy Assistant | \$390.00 per day     | \$440.00 per day         |
| Physical Therapist Assistant   |                      |                          |

**NOTES:**

1. Clients with OT, PT and/or music therapy service agreements for 2022-2023 receive on-going management consultation and support to assist with service delivery. There is no mileage charge to the districts/programs.
2. A usual day of service is 7.5 hours (excludes lunch). Charges for services that are less than a day will be in quarter day increments:  
 2 hours= 1/4 day  
 4 hours= 1/2 day  
 6 hours= 3/4 day
3. Tax assistance from Harris County taxpayers cannot be applied to out-of-county services.





**HARRIS COUNTY DEPARTMENT OF EDUCATION  
SCHOOL-BASED THERAPY SERVICES DIVISION**

**2022-2023 MANAGEMENT SERVICES FEES**

| <b>Products</b>            | <b>In-County Fees</b>   | <b>Out-of-County Fees</b> |
|----------------------------|-------------------------|---------------------------|
| Management Consulting      | \$1500/Day or \$200/Hr* | \$1650/Day or \$220/Hr*   |
| Program Evaluation         | \$1500/Day or \$200/Hr* | \$1650/Day or \$220/Hr*   |
| Staff Development/Training | \$1500/Day or \$200/Hr* | \$1650/Day or \$220/Hr*   |

**Notes:**

+ Tax assistance from Harris County taxpayers cannot be applied to out-of-county services.

\* Clients with OT, PT and/or music therapy service agreements for 2022-2023 receive on-going management consultation and support to assist with service delivery at no additional cost and may be provided up to 4 hours of staff development/training from managers as part of their service. Staff development/training in excess of 4 hours is subject to fees as indicated on this schedule.



Harris County

Education

James Colbert, Jr. | County School Superintendent

6300 Irvington Boulevard ★ Houston, Texas 77022 ★ Tel: 713.694.6300 ★ [www.hcde-texas.org](http://www.hcde-texas.org)

PEARLAND INDEPENDENT SCHOOL DISTRICT  
CONFLICT OF INTEREST STATEMENT

CH Local Report  
June 14, 2022 Agenda Item

| Vendor                                | Product/Service                     | Purchase Amount | Fund | Procurement Method/<br>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 |
| Harris County Department of Education | Occupational and Music Therapy      | \$91,140        | 224  | Interlocal agreement with Harris County Department of Education            |

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

5/31/2022

Date

*Christy Weddington*

Christy Weddington (May 31, 2022 15:10 CDT)

Christy Weddington  
Director of Special Programs

May 31, 2022

Date

*Lisa Nixon*

Lisa Nixon (May 31, 2022 16:22 CDT)

Lisa Nixon  
Assistant Superintendent for Special Programs

May 31, 2022

Date



Rice University  
 Office of Information Technology - MS# 119  
 6100 Main Street  
 Houston, TX 77005-1827  
 (713) 348-5552

**QUOTE**

**Customer**  
 Institution Pearlland Independent School District  
 Attn: Mr. Jon-Paul Estes  
 Address 1928 N. Main St.  
 City Pearland State TX Zip 77581  
 Email estesj@pearlandisd.org; weimerd@pearlandisd.org; garciae@pearlandisd.org  
 Phone 281-485-3202 ext 66174 , 832-736-6116

**Misc**  
 Date 5/25/2022  
 (RU: FY23)  
 PO#

| Qty | Description  | Unit Price   | TOTAL        |
|-----|--|--------------|--------------|
| 1   | Southeast Texas GigaPop Membership Fee for the period of 7/1/2022 to 6/30/2023 | \$ 74,900.00 | \$ 74,900.00 |

**If paying by check** please make check payable to:  
 Rice University  
 Office of Information Technology - MS# 119  
 Attn: Monique Krause  
 P.O. Box 1892  
 Houston, TX 77251-1892

|               |                     |
|---------------|---------------------|
| SubTotal      | \$ 74,900.00        |
| Shipping      |                     |
| Tax Rates (s) | \$ -                |
|               | \$ -                |
| <b>TOTAL</b>  | <b>\$ 74,900.00</b> |

**If making payment via wire transfer or direct deposit**, please notify Monique Krause at 713-348-5552 or via email at mrk3@rice.edu at time of transaction

Office Use Only



Invoice Detail

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

Invoice # 0000216716
Invoice Date 07/01/2022
Due Date 07/15/2022
Invoice Total 241,166.00

\* Invoice was emailed.

Table with 4 columns: Qty., Item Description, Unit Price, Extension. Lists 10 annual license fees for various services like Student Management, Educator Gradebook, etc.

Annual License Fees: 07/1/2022 - 06/30/2023

Total Extension 241,166.00

REMIT TO:

SKYWARD ACCOUNTING DEPT
2601 SKYWARD DRIVE
STEVENS POINT, WI 54482

Invoice # 0000216716
Invoice Date 07/01/2022
Payor PEARLAND ISD
Due Date 07/15/2022 (PEARLATX000)

Invoice Amount: 241,166.00
Remit Amount: [ ]



**Invoice Detail**

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

Invoice # 0000217469  
Invoice Date 09/01/2022  
Due Date 09/16/2022  
Invoice Total 595.00

\* Invoice was emailed.

| <u>Qty.</u> | <u>Item Description</u>  | <u>Unit Price</u> | <u>Extension</u> |
|-------------|--|-------------------|------------------|
| 5.00        | CRYSTAL REPORTS MAINTENANCE RENEWAL<br>Quantity represents number of named user/license(s) | 119.0000          | 595.00           |

Maintenance: 09/01/2022 - 08/31/2023

Skyward has an obligation to our 3rd party vendor for the above Maintenance Renewal. The Vendor contract requires notification of any cancellation/termination of maintenance renewal before the start of the new term.

Total Extension **595.00**

REMIT TO:

SKYWARD ACCOUNTING DEPT  
2601 SKYWARD DRIVE  
STEVENS POINT, WI 54482

Invoice # 0000217469  
Invoice Date 09/01/2022  
Payor PEARLAND ISD  
Due Date 09/16/2022 (PEARLATX000)

Invoice Amount: 595.00  
Remit Amount:



Pearland ISD

Avaya 3YR Subscription - Paid Annually

Prepared By: Glenn Riley

Date: May 24, 2022

Quote #: 077960 v2

## Avaya 3YR Subscription - Paid Annually

|                           |                         |                         |                         |   |
|---------------------------|-------------------------|-------------------------|-------------------------|---|
| <b>Quote Information:</b> | <b>Prepared For:</b>    | <b>Ship To:</b>         | <b>Bill To:</b>         | <b>Prepared By:</b>                         |
| Quote #: 077960           | Pearland ISD            | Pearland ISD            | Pearland ISD            | Integration Partners, A ConvergeOne Company |
| Version: 2                | Emilio Garcia           | Emilio Garcia           | Emilio Garcia           | Glenn Riley                                 |
| Delivered: 05/24/2022     | 1928 N Main             | 1928 N Main             | 1928 N Main             | 317-813-5114                                |
| Expires: 06/30/2022       | Pearland TX 77581       | Pearland TX 77581       | Pearland TX 77581       | Fax 781-357-8500                            |
|                           | garciae@pearlandisd.org | garciae@pearlandisd.org | garciae@pearlandisd.org | griley@integrationpartners.com              |

### Subscription - 2nd Year - 30-JUN-2022 thru 29-JUN-2023

| Qty  | Manufacturer | Part Number | Description   | Price    | Ext. Price |
|--|--------------|-------------|---|----------|------------|
| <b>Approved vendor for - Region 5 "Telecommunications Equipment, Supplies and/or Services #20220203"</b> |              |             |   |          |            |
| <b>3 Year Contract Paid Annually - Year 2 of 3</b>   |              |             |   |          |            |
| <b>Contract items for 01-JUL-2022 thru 30-JUN-2023</b>   |              |             |   |          |            |
| <b>Alexander Middle ( 51557603 )</b>   |              |             |   |          |            |
| 3  | Avaya        | 230170      | SA PARTS NBD SUPT CM MEDIUM GATEWAY<br>3YR AN PREPD | \$521.00 | \$1,563.00 |
| 1  | Avaya        | 403550      | UC CORE LIC FIXED SUBS 3YR AN PREPD                 | \$0.00   | \$0.00     |
| <b>Berry Miller Junior High ( 51557610 )</b>   |              |             |   |          |            |
| 1  | Avaya        | 230140      | SA PARTS NBD SUPT CM SMALL GATEWAY<br>3YR AN PREPD  | \$313.00 | \$313.00   |
| 1  | Avaya        | 403550      | UC CORE LIC FIXED SUBS 3YR AN PREPD                 | \$0.00   | \$0.00     |
| <b>Carleston Elementary ( 51557597 )</b>   |              |             |   |          |            |
| 1  | Avaya        | 230140      | SA PARTS NBD SUPT CM SMALL GATEWAY<br>3YR AN PREPD  | \$313.00 | \$313.00   |
| 1  | Avaya        | 403550      | UC CORE LIC FIXED SUBS 3YR AN PREPD                 | \$0.00   | \$0.00     |
| <b>CJ Harris Elementary ( 51557601 )</b>   |              |             |   |          |            |
| 1  | Avaya        | 230140      | SA PARTS NBD SUPT CM SMALL GATEWAY<br>3YR AN PREPD  | \$313.00 | \$313.00   |
| 1  | Avaya        | 403550      | UC CORE LIC FIXED SUBS 3YR AN PREPD                 | \$0.00   | \$0.00     |
| <b>Cockrell Elementary ( 51557614 )</b>  |              |             |   |          |            |
| 1  | Avaya        | 230140      | SA PARTS NBD SUPT CM SMALL GATEWAY<br>3YR AN PREPD  | \$313.00 | \$313.00   |
| 1  | Avaya        | 403550      | UC CORE LIC FIXED SUBS 3YR AN PREPD                 | \$0.00   | \$0.00     |
| <b>Lawhon Elementary ( 51557617 )</b>  |              |             |   |          |            |

## Subscription - 2nd Year - 30-JUN-2022 thru 29-JUN-2023

| Qty   | Manufacturer | Part Number | Description  | Price    | Ext. Price |
|---|--------------|-------------|--|----------|------------|
| 1   | Avaya        | 230140      | SA PARTS NBD SUPT CM SMALL GATEWAY<br>3YR AN PREPD | \$313.00 | \$313.00   |
| 1   | Avaya        | 403550      | UC CORE LIC FIXED SUBS 3YR AN PREPD                | \$0.00   | \$0.00     |
| <b>Magnolia Elementary ( 51557615 )</b>       |              |             |  |          |            |
| 1   | Avaya        | 230140      | SA PARTS NBD SUPT CM SMALL GATEWAY<br>3YR AN PREPD | \$313.00 | \$313.00   |
| 1   | Avaya        | 403550      | UC CORE LIC FIXED SUBS 3YR AN PREPD                | \$0.00   | \$0.00     |
| <b>Maintenance Center ( 51557623 )</b>        |              |             |  |          |            |
| 1   | Avaya        | 230140      | SA PARTS NBD SUPT CM SMALL GATEWAY<br>3YR AN PREPD | \$313.00 | \$313.00   |
| 1   | Avaya        | 403550      | UC CORE LIC FIXED SUBS 3YR AN PREPD                | \$0.00   | \$0.00     |
| <b>Pearland Jr High ( 51557606 )</b>          |              |             |  |          |            |
| 1   | Avaya        | 230140      | SA PARTS NBD SUPT CM SMALL GATEWAY<br>3YR AN PREPD | \$313.00 | \$313.00   |
| 1   | Avaya        | 403550      | UC CORE LIC FIXED SUBS 3YR AN PREPD                | \$0.00   | \$0.00     |
| <b>Rogers Middle ( 51557618 )</b>             |              |             |  |          |            |
| 1   | Avaya        | 230140      | SA PARTS NBD SUPT CM SMALL GATEWAY<br>3YR AN PREPD | \$313.00 | \$313.00   |
| 1   | Avaya        | 403550      | UC CORE LIC FIXED SUBS 3YR AN PREPD                | \$0.00   | \$0.00     |
| <b>Rustic Oak Elementary ( 51557609 )</b>     |              |             |  |          |            |
| 1   | Avaya        | 230140      | SA PARTS NBD SUPT CM SMALL GATEWAY<br>3YR AN PREPD | \$313.00 | \$313.00   |
| 1   | Avaya        | 403550      | UC CORE LIC FIXED SUBS 3YR AN PREPD                | \$0.00   | \$0.00     |
| <b>Shadycrest Elementary ( 51557605 )</b>     |              |             |  |          |            |
| 1   | Avaya        | 230140      | SA PARTS NBD SUPT CM SMALL GATEWAY<br>3YR AN PREPD | \$313.00 | \$313.00   |
| 1   | Avaya        | 403550      | UC CORE LIC FIXED SUBS 3YR AN PREPD                | \$0.00   | \$0.00     |
| <b>Spare 1 - 1928 N. Main St ( 51557619 )</b> |              |             |  |          |            |
| 1   | Avaya        | 230140      | SA PARTS NBD SUPT CM SMALL GATEWAY<br>3YR AN PREPD | \$313.00 | \$313.00   |
| 1   | Avaya        | 403550      | UC CORE LIC FIXED SUBS 3YR AN PREPD                | \$0.00   | \$0.00     |
| <b>Spare 2 - 1928 N. Main St ( 51557598 )</b> |              |             |  |          |            |
| 1   | Avaya        | 230140      | SA PARTS NBD SUPT CM SMALL GATEWAY<br>3YR AN PREPD | \$313.00 | \$313.00   |

**Subscription - 2nd Year - 30-JUN-2022 thru 29-JUN-2023**

| Qty                                | Manufacturer | Part Number | Description   | Price      | Ext. Price |
|------------------------------------|--------------|-------------|---|------------|------------|
| 1                                  | Avaya        | 403550      | UC CORE LIC FIXED SUBS 3YR AN PREPD                           | \$0.00     | \$0.00     |
| <b>Transportation ( 51557611 )</b> |              |             |   |            |            |
| 1                                  | Avaya        | 230140      | SA PARTS NBD SUPT CM SMALL GATEWAY 3YR AN PREPD               | \$313.00   | \$313.00   |
| 1                                  | Avaya        | 403550      | UC CORE LIC FIXED SUBS 3YR AN PREPD                           | \$0.00     | \$0.00     |
| <b>Turner High ( 51557621 )</b>    |              |             |   |            |            |
| 1                                  | Avaya        | 230140      | SA PARTS NBD SUPT CM SMALL GATEWAY 3YR AN PREPD               | \$313.00   | \$313.00   |
| 1                                  | Avaya        | 403550      | UC CORE LIC FIXED SUBS 3YR AN PREPD                           | \$0.00     | \$0.00     |
| <b>Administration ( 51557590 )</b> |              |             |   |            |            |
| <b>Support Advantage</b>           |              |             |   |            |            |
| 1                                  | Avaya        | 313904      | SA PREFER+UA PRT NBD 6140 AURA COLLAB SUITE US 3YAN           | \$4,981.00 | \$4,981.00 |
| 1                                  | Avaya        | 255769      | SA PARTS NBD SUPT APPL LARGE SRV R2-H 3YR AN PREPD            | \$1,330.00 | \$1,330.00 |
| 3                                  | Avaya        | 230170      | SA PARTS NBD SUPT CM MEDIUM GATEWAY 3YR AN PREPD              | \$444.00   | \$1,332.00 |
| 1                                  | Avaya        | 258110      | SA PREFER SUPT ANS R2 VOICE PORTAL 3YR AN PREPD               | \$52.00    | \$52.00    |
| 1                                  | Avaya        | 258122      | SA PREFER SUPT ANS R2 MEDIA CHANNEL VOICE PORTAL 3YR AN PREPD | \$12.00    | \$12.00    |
| 1                                  | Avaya        | 258134      | SA PREFER SUPT ANS R2 MEDIA CHANNEL SERVER 3YR AN PREPD       | \$1,026.00 | \$1,026.00 |
| 1                                  | Avaya        | 258146      | SA PREFER SUPT ANS R2 STD CHANNEL SINGLE SERVER 3YR AN PREPD  | \$1,026.00 | \$1,026.00 |
| 1                                  | Avaya        | 258158      | SA PREFER SUPT ANS R2 BASE SINGLE SERVER 3YR AN PREPD         | \$2,461.00 | \$2,461.00 |
| 1                                  | Avaya        | 283230      | SA PREFER SUPT CM R6 SCOPIA NAMED ENDPOINT 3YR AN PREPD       | \$199.00   | \$199.00   |
| 8                                  | Avaya        | 344223      | SA PREFER SUPT AURA R8 ANALOG 3YR AN PREPD                    | \$0.00     | \$0.00     |
| 765                                | Avaya        | 344265      | SA PREFER SUPT AURA R8 FOUNDATION SUITE 3YR AN PREPD          | \$0.00     | \$0.00     |
| 1750                               | Avaya        | 344279      | SA PREFER SUPT AURA R8 CORE SUITE 3YR AN PREPD                | \$0.00     | \$0.00     |

**Subscription - 2nd Year - 30-JUN-2022 thru 29-JUN-2023**

| Qty                              | Manufacturer | Part Number | Description   | Price    | Ext. Price  |
|----------------------------------|--------------|-------------|---|----------|-------------|
| 100                              | Avaya        | 344300      | SA PREFER SUPT AURA R8 POWER SUITE<br>3YR AN PREPD                    | \$0.00   | \$0.00      |
| 1                                | Avaya        | 285769      | SA PREFER SUPT AVAYA BREEZETM R3 SNAP<br>-IN SRV 3YR AN PREPD         | \$205.00 | \$205.00    |
| 2                                | Avaya        | 285787      | SA PREFER SUPT BREEZE R3 MEDIA CH<br>SMALL AAMS7 3YR AN PREPD         | \$137.00 | \$274.00    |
| 1                                | Avaya        | 285775      | UPGRADE ADVANTAGE AVAYA BREEZETM R3<br>SNAP-IN SRV 3YR AN PREPD       | \$88.00  | \$88.00     |
| 2                                | Avaya        | 285793      | UPGRADE ADVANTAGE BREEZE R3 MEDIA CH<br>SMALL AAMS7 3YR AN PREPD      | \$59.00  | \$118.00    |
| 34                               | Avaya        | 342640      | SA PREFER SUPT WORKPLC ATTD R5 CLIENT<br>USER 3YR AN PREPD            | \$247.00 | \$8,398.00  |
| 1                                | Avaya        | 342653      | SA PREFER SUPT WORKPLC ATTD R5 CONN<br>TO EXTERNAL DB 3YR AN PREPD    | \$247.00 | \$247.00    |
| 1                                | Avaya        | 342666      | SA PREFER SUPT WORKPLC ATTD R5<br>SERVER 3YR AN PREPD                 | \$344.00 | \$344.00    |
| 34                               | Avaya        | 342647      | UPGRADE ADVANTAGE WORKPLC ATTD R5<br>CLIENT USER 3YR AN PREPD         | \$73.00  | \$2,482.00  |
| 1                                | Avaya        | 342660      | UPGRADE ADVANTAGE WORKPLC ATTD R5<br>CONN TO EXTERNAL DB 3YR AN PREPD | \$73.00  | \$73.00     |
| 1                                | Avaya        | 342673      | UPGRADE ADVANTAGE WORKPLC ATTD R5<br>SERVER 3YR AN PREPD              | \$103.00 | \$103.00    |
| 1                                | Avaya        | 257848      | SA PREFER SUPT ONE-X MOBILE R1/R5 SIP<br>MBL CLNT CM6 3YR AN PREPD    | \$0.00   | \$0.00      |
| 1                                | Avaya        | 252205      | UPGRADE ADVANTAGE ONE-X MOBILE R1/R5<br>SIP MBL CLNT CM6 3YR AN PREPD | \$0.00   | \$0.00      |
| 3                                | Avaya        | 343347      | SA PREFER SUPT ASBCE R6 VIRTUAL<br>APPLICANCE 3YR AN PREPD            | \$0.00   | \$0.00      |
| 2                                | Avaya        | 344589      | SA PREFER SUPT SESS MANAGER R8<br>SYSTEM 3YR AN PREPD                 | \$0.00   | \$0.00      |
| <b>Software Subscription</b>     |              |             |   |          |             |
| 8                                | Avaya        | 403544      | UC BASIC LIC FIXED SUBS 3YR AN PREPD                                  | \$24.00  | \$192.00    |
| 2515                             | Avaya        | 403550      | UC CORE LIC FIXED SUBS 3YR AN PREPD                                   | \$34.00  | \$85,510.00 |
| 100                              | Avaya        | 403556      | UC POWER LIC FIXED SUBS 3YR AN PREPD                                  | \$67.00  | \$6,700.00  |
| <b>Subscription Entitlements</b> |              |             |   |          |             |

## Subscription - 2nd Year - 30-JUN-2022 thru 29-JUN-2023

| Qty       | Manufacturer | Part Number | Description   | Price  | Ext. Price |
|-----------|--------------|-------------|---|--------|------------|
| 10        | Avaya        | 403244      | AVAYA SPACES ESSENTIAL TERM SUBSCRIPTION 3YR AN PREPD         | \$0.00 | \$0.00     |
| 3018      | Avaya        | 403330      | AVAYA SPACES BUSINESS TERM SUBSCRIPTION 3YR AN PREPD          | \$0.00 | \$0.00     |
| 120       | Avaya        | 403336      | AVAYA SPACES POWER TERM SUBSCRIPTION 3YR AN PREPD             | \$0.00 | \$0.00     |
| 4000<br>0 | Avaya        | 344571      | SA PREFER SUPT AURA MEDIA SERVER R8 DSP CHANNEL 3YR AN PREPD  | \$0.00 | \$0.00     |
| 1         | Avaya        | 344577      | SA PREFER SUPT AURA MEDIA SERVER R8 SYSTEM 3YR AN PREPD       | \$0.00 | \$0.00     |
| 1         | Avaya        | 344352      | SA PREFER AAMS R8 LIC MOVE TRKG                               | \$0.00 | \$0.00     |
| 3148      | Avaya        | 337218      | SA PREFER SUPT MSG R7 1SEAT MAINSTREAM 3YR AN PREPD           | \$0.00 | \$0.00     |
| 1         | Avaya        | 337263      | SA PREFER MSG R7 LIC MOVE TRKG                                | \$0.00 | \$0.00     |
| 3148      | Avaya        | 337225      | UPGRADE ADVANTAGE MSG R7 1SEAT MAINSTREAM 3YR AN PREPD        | \$0.00 | \$0.00     |
| 1         | Avaya        | 344077      | SA PREFER SUPT AES R8 GEO REDUN HIGH AVAIL LARGE 3YR AN PREPD | \$0.00 | \$0.00     |
| 1         | Avaya        | 344359      | SA PREFER AES R8 LIC MOVE TRKG                                | \$0.00 | \$0.00     |
| 2         | Avaya        | 344223      | SA PREFER SUPT AURA R8 ANALOG 3YR AN PREPD                    | \$0.00 | \$0.00     |
| 10        | Avaya        | 344244      | SA PREFER SUPT AURA R8 ENHANCED IPT 3YR AN PREPD              | \$0.00 | \$0.00     |
| 503       | Avaya        | 344279      | SA PREFER SUPT AURA R8 CORE SUITE 3YR AN PREPD                | \$0.00 | \$0.00     |
| 140       | Avaya        | 344300      | SA PREFER SUPT AURA R8 POWER SUITE 3YR AN PREPD               | \$0.00 | \$0.00     |
| 1         | Avaya        | 344335      | SA PREFER SUPT AURA R8 PS R8 GEO REDUNDANCY 3YR AN PREPD      | \$0.00 | \$0.00     |
| 1         | Avaya        | 344349      | SA PREFER SUPT DVC ADPTR R8 1ST BREEZE R3 SRV 3YR AN PREPD    | \$0.00 | \$0.00     |
| 50        | Avaya        | 344356      | SA PREFER SUPT DVC ADPTR R8 SYSTEM 3YR AN PREPD               | \$0.00 | \$0.00     |
| 1         | Avaya        | 344360      | SA PREFER AURA R8 LIC MOVE TRKG                               | \$0.00 | \$0.00     |
| 3148      | Avaya        | 349595      | AVAYA SPACES SUBSCRIPTION SUPPORT                             | \$0.00 | \$0.00     |

### Subscription - 2nd Year - 30-JUN-2022 thru 29-JUN-2023

| Qty  | Manufacturer | Part Number | Description   | Price               | Ext. Price |
|--|--------------|-------------|---|---------------------|------------|
| 10   | Avaya        | 403244      | AVAYA SPACES ESSENTIAL USER SUBSCRIPTION LIC: NU                  | \$0.00              | \$0.00     |
| 3018   | Avaya        | 403330      | AVAYA SPACES BUSINESS USER SUBSCRIPTION LIC: NU                   | \$0.00              | \$0.00     |
| 120  | Avaya        | 403336      | AVAYA SPACES POWER USER SUBSCRIPTION LIC: NU                      | \$0.00              | \$0.00     |
| 3  | Avaya        | 341770      | SA PREFER SUPT MTGS R9 MANAGEMENT FOR POWER SUITE 3YR AN PREPD    | \$0.00              | \$0.00     |
| 3  | Avaya        | 341777      | UPGRADE ADVANTAGE MTGS R9 MANAGEMENT FOR POWER SUITE 3YR AN PREPD | \$0.00              | \$0.00     |
| 10   | Avaya        | 345829      | SA PREFER SUPT AVAYA IX MSG R10 BASIC SEAT 3YR AN PREPD           | \$0.00              | \$0.00     |
| 3138   | Avaya        | 345835      | SA PREFER SUPT IX MSG R10 ADVANCED SEAT 3YR AN PREPD              | \$0.00              | \$0.00     |
| 1  | Avaya        | 346235      | SA PREFER IXM R10 LIC MOVE TRKG                                   | \$0.00              | \$0.00     |
| 1  | Avaya        | 292436      | SA PREFER SUPT CALL PARK AND PAGE R3 SYSTEM 3YR AN PREPD          | \$0.00              | \$0.00     |
| 1  | Avaya        | 236487      | SA PREFER ASBCE R6 LIC MOVE TRKG                                  | \$0.00              | \$0.00     |
| 1  | Avaya        | 344363      | SA PREFER SM R8 LIC MOVE TRKG                                     | \$0.00              | \$0.00     |
| 1  | Avaya        | 340193      | SA PREFER SUPT WEB GATEWAY R3 SERVER INSTANT 3YR AN PREPD         | \$0.00              | \$0.00     |
| 1000<br>00   | Avaya        | 340205      | SA PREFER SUPT WEB GATEWAY R3 AUDIO PORT 3YR AN PREPD             | \$0.00              | \$0.00     |
| 1000<br>00   | Avaya        | 340217      | SA PREFER SUPT WEB GATEWAY R3 VIDEO PORT 3YR AN PREPD             | \$0.00              | \$0.00     |
| 1  | Avaya        | 340199      | UPGRADE ADVANTAGE WEB GATEWAY R3 SERVER INSTANT 3YR AN PREPD      | \$0.00              | \$0.00     |
| 1000<br>00   | Avaya        | 340211      | UPGRADE ADVANTAGE WEB GATEWAY R3 AUDIO PORT 3YR AN PREPD          | \$0.00              | \$0.00     |
| 1000<br>00   | Avaya        | 340223      | UPGRADE ADVANTAGE WEB GATEWAY R3 VIDEO PORT 3YR AN PREPD          | \$0.00              | \$0.00     |
| <b>Subscription - 2nd Year - 30-JUN-2022 thru 29-JUN-2023 Subtotal</b> |              |             |   | <b>\$123,411.00</b> |            |

## Bill of Materials

| Qty | Manufacturer         | Part Number         | Description                    | Price  | Ext. Price |
|-----|----------------------|---------------------|--------------------------------|--------|------------|
| 1   | Integration Partners | IP-CERT-SOLO-COLLAB | Certainty Solo - Collaboration | \$0.00 | \$0.00     |

## Quote Summary

| Description  | Amount              |
|--|---------------------|
| Subscription - 2nd Year - 30-JUN-2022 thru 29-JUN-2023 | \$123,411.00        |
| Bill of Materials                                      | \$0.00              |
| <b>Total</b>   | <b>\$123,411.00</b> |

Full payment of invoices are due within thirty days of invoice date (NET30). All hardware, software licensing, technical support, freight charges and applicable sales tax will be invoiced upon registration and shipment to customer. Product held at Integration Partners due to lab staging services or customer delay will be invoiced upon receipt at Integration Partners. Any labor for services to be performed will be invoiced at fifty percent (50%) upon project kickoff, with the remainder to be invoiced upon project completion.

## Pearland ISD

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



Order #: Q-261334-1
Date: 2022-05-31
Offer Valid Through: 2022-06-16

6330 South 3000 East, Suite 700, Salt Lake City, UT 84121, United States

Order Form For Pearland ISD

Address: 1928 N. Main
City: Pearland
State/Province: Texas
Zip/Postal Code: 77581
Country: United States

Order Information
Billing Frequency: Annual Upfront
Payment Terms: Net 30

Billing Contact

Name:
Email:
Phone:

Primary Contact

Name: Laura Reeves, Ed.D.
Email: reevesl@pearlandisd.org
Phone: +1 281 485 3203 ext. 11986

Billing Frequency Term:

Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Table with 7 columns: Description, Start Date, End Date, Metric, Qty, Price, Amount. Rows include Canvas LMS Cloud Subscription, Canvas Studio Cloud Subscription, Recurring Sub-Total, Year 1 Total, and Grand Total: USD 97,960.00.

Metrics and Descriptions:

User: User Metric reflects the maximum number of individuals authorized by the Customer to access and/or use the Service and Customer has paid for such access and/or use.

In the event Customer enables access to the Service to more Users over a given contract year than are allocated to such contract year as set forth above, then Instructure reserves the right, in its sole discretion, to invoice the Customer for such additional number of Users.

evidencing the additional usage of or additional Users who have access to the Service giving rise to such fee increase. Any invoice sent pursuant to the foregoing shall be due and payable within 30 days of receipt.

| Product                          | Description   |
|----------------------------------|---|
| Canvas LMS Cloud Subscription    | Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year. |
| Canvas Studio Cloud Subscription | Storage included in the annual subscription fee is (i) Unlimited files and database storage, and (ii) 500 MB per (FTE/User/Enrollment/Seat) multimedia storage. Additional multimedia storage can be purchased for USD \$1.00 per 1GB per year. |

**Duration:** The Services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related Services prior to the first year Start Date at its sole discretion.

**Miscellaneous:** Instructure's support terms are available as follows:  
 Canvas & Catalog: <https://www.instructure.com/canvas/support-terms>  
 Portfolium: <https://portfolium.com/support-terms>  
 MasteryConnect: <https://www.masteryconnect.com/support/>

As part of our commitment to provide the most innovative and trusted products in the industry, at times we must increase our renewal rates to cover additional expenses associated with advancing our products. If you have concerns with any increases, please reach out to your account representative.

**Terms and Conditions**

This Order Form shall be governed by the Master Terms and Conditions which can be found here:  
<https://www.instructure.com/policies/master-terms-and-conditions>

In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

**Notes**

This Services Order Form supersedes previously signed Services Order Form (Q-233729-1), signed 03/10/2022

| PURCHASE ORDER INFORMATION   | TAX INFORMATION   |
|--|---|
| Is a Purchase Order required for the purchase or payment of the products on this order form?<br><br>Please Enter (Yes or No): _____<br>If yes, please enter PO Number: _____ | Check here if your company is exempt from US state sales tax : _____<br><br><i>Please email all US state sales tax exemption certifications to ar@instructure.com</i> |

By executing this Order Form, each party agrees to be legally bound by this Order Form.

**Pearland ISD**

|            |       |
|------------|-------|
| Signature: | _____ |
| Name:      | _____ |
| Title:     | _____ |
| Date:      | _____ |

**Instructure, Inc.**

|            |       |
|------------|-------|
| Signature: | _____ |
| Name:      | _____ |
| Title:     | _____ |
| Date:      | _____ |

PEARLAND INDEPENDENT SCHOOL DISTRICT  
CONFLICT OF INTEREST STATEMENT

CH Local Report  
June 14, 2022 Agenda Item

| Vendor               | Product/Service                          | Purchase Amount | Fund | Procurement Method/<br>Contract Number   |
|----------------------|--|-----------------|------|--|
| Rice University      | Southwest Texas GigaPOP membership fees  | \$74,900        | 199  | Membership agreement with Rice University  |
| Skyward, Inc.        | Annual License Renewal                   | \$241,761       | 199  | Pearland ISD Contract RFCSP #08-0228-13 for Institutional Software                     |
| Integration Partners | Annual Voice Renewal Services            | \$123,411       | 199  | Region 5 Contract# 20220203 for Telecommunications Equipment, Supplies and/or Services |
| Instructure          | Canvas Cloud Subscription Annual Renewal | \$97,960        | 199  | OMNIA Partners Contract #R201402 for Learning Management System                        |

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

5/31/2022

Date

*Jon-Paul Estes*

Jon-Paul Estes (May 31, 2022 15:00 CDT)

Jon-Paul Estes  
Chief Technology Officer

May 31, 2022

Date



# INSPECTIONS TESTING & MAINTENANCE PROPOSAL

**Pearland Office**  
2003 Mykawa Rd.  
Pearland, TX 77581  
281-485-6803

**SCR-G #0519**

**ACR #3429**

**ECR #2021**

**DATE:** 5/31/2022

**QUOTE:** CH-0504

**PHONE:** 281.330.6915

**ATTENTION:** JAY MURPHY

**EMAIL:** [murphyj@pisd.org](mailto:murphyj@pisd.org)

**PROJECT:** PEARLAND ISD  
**ADDRESS:** ALL OF DISTRICT  
**SUBSCRIBER:** PEARLAND ISD

Per NFPA standards, it is the burden of the Subscriber to maintain the fire protection and safety systems at the above referenced location(s). Allied Fire Protection will provide services to that end, at the request of the Subscriber, and assist in maintaining a schedule for contracted services, but cannot accept responsibility for any missed inspections or maintenance items not completed in a timely manner. Listed below is each of the services that Allied Fire Protection will perform. We charge a fixed-rate for each inspection; any time and materials required for repairs is additional at our standard rates. We perform all inspections in accordance with industry standards and as outlined in **Attachment 'A'**.

**SERVICES TO BE PROVIDED:**

- ANNUAL FIRE SPRINKLER,ALARM & EXTINGUISHER INSPECTION \$73,000.00
- ANNUAL KITCHEN HOOD INSPECTION \$6,370.00
- ANNUAL CTE KITCHEN HOOD INSPECTION \$2,560.00

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**\$81,930.00 TOTAL PRICE**

The initial term of this agreement shall be **one (1)** calendar year from the date signed. This agreement shall be automatically renewed for successive **one (1)** year terms thereafter (each a "renewal term") until and unless the service provider provides the customer with a new agreement or proposal OR the customer provides the service provider with a **thirty (30)** day written notice to end the initial term or the renewal term.

**Charles Hlavaty**

**ALLIED FIRE PROTECTION**  
832-567-8523

**AUTHORIZED REPRESENTATIVE**      **DATE**

**PRINT NAME**

**THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.**  
**ALL CONTRACTS AND CREDIT TERMS MUST BE MUTUALLY AGREEABLE.**  
**ALLIED FIRE PROTECTION**

**Corporate Office** 2003 Mykawa Road, Pearland, Texas 77581 1.800.604.2600 [alliedfireprotection.com](http://alliedfireprotection.com)

**HOUSTON | SAN ANTONIO | DALLAS / FORT WORTH | AUSTIN | RIO GRANDE VALLEY | LAREDO**



May 26, 2022

Re: *Proposal for lease and monitoring of PISD systems*

Mr. Murphy,

Regarding the 2022-2023 contract renewal, please see the below quote for services.

SCOPE

The following price includes the lease and monitoring for district wide security alarm systems and four fire alarms for Carlston Elementary, Jamison Middle School, Junior High School East and Shadycrest Elementary. This also includes monitoring of all fire and security alarms district wide to include two elevator telephones at Pearland High School.

QUOTE

ANNUAL COST

|                       |              |
|-----------------------|--------------|
| Monitoring and leases | \$185,241.12 |
|-----------------------|--------------|

Thank you for allowing us to service Pearland Independent School district and we look forward to providing for your security and life safety needs for years to come.

Sincerely,



David M. Haner  
 General Manager/ESS

Email: [David.haner@electronicsecurityservice.org](mailto:David.haner@electronicsecurityservice.org)

| Location                           | Address                |
|------------------------------------|------------------------|
| Carleston Elementary               | 3010 Harkey Rd.        |
| Challenger Elementary              | 9434 Hughes Ranch Rd.  |
| Cockrell Elementary                | 3500 McHard Rd.        |
| CJ Harris Elementary               | 2314 Schleider Dr.     |
| Lawhon Elementary                  | 5810 Brookside Rd.     |
| Magnolia Elementary                | 5350 Magnolia St.      |
| Massey Ranch Elementary            | 3900 Manvel Rd.        |
| Rustic Oak Elementary              | 1302 Rustic Lane       |
| Shadycrest Elementary              | 2405 Shadybend         |
| Silverlake Elementary              | 2550 County Rd. 90     |
| Silvercrest Elementary             | 3003 Southwyck Pkwy.   |
| Alexander Middle School            | 3001 Old Alvin Rd.     |
| Jamison Middle School              | 2506 Woody Rd.         |
| Rogers Middle School               | 3121 Manvel Rd.        |
| Sablatura Middle School            | 2201 N. Galveston Ave. |
| Berry Miller Junior High           | 3301 Manvel Rd.        |
| Pearland Junior High East          | 2315 Old Alvin Rd.     |
| Pearland Junior High South         | 4719 Bailey Rd.        |
| Pearland Junior High West          | 2337 N. Galveston      |
| Glenda Dawson High School          | 2050 Cullen Blvd.      |
| Pearland High School               | 3775 South Main St.    |
| Robert Turner High School          | 4717 Bailey Rd.        |
| Robert Turner High School          | 4717 Bailey Rd.        |
| West Side Transportation           | 7343 Bailey Rd.        |
| PACE Center                        | 2314 Old Alvin Rd.     |
| Agricultural Facility              | 4715 Bailey Rd.        |
| Education Support Center           | 1928 North Main St.    |
| Maintenance                        | 1702 Mykawa            |
| Transportation(Old Bus Barn/Admin) | 3202 Plum St.          |

| ESS Location                        | Address                | Account/System type  | Mo. Cost           | Account/System type       | Mo. Cost          |
|-------------------------------------|------------------------|----------------------|--------------------|---------------------------|-------------------|
| Carleston Elementary                | 3010 Harkey Rd.        | Burglar Alarm-Leased | \$140.00           | Fire Alarm-Leased         | \$627.00          |
| Challenger Elementary               | 9434 Hughes Ranch Rd.  | Burglar Alarm-Leased | \$375.00           | Fire Alarm-Customer owned | \$0.00            |
| Cockrell Elementary                 | 3500 McHard Rd.        | Burglar Alarm-Leased | \$673.20           | Fire Alarm-Customer owned | \$0.00            |
| CJ Harris Elementary                | 2314 Schleider Dr.     | Burglar Alarm-Leased | \$190.00           | Fire Alarm-Customer owned | \$0.00            |
| Lawhon Elementary                   | 5810 Brookside Rd.     | Burglar Alarm-Leased | \$190.00           | Fire Alarm-Customer owned | \$0.00            |
| Magnolia Elementary                 | 5350 Magnolia St.      | Burglar Alarm-Leased | \$673.20           | Fire Alarm-Customer owned | \$0.00            |
| Massey Ranch Elementary             | 3900 Manvel Rd.        | Burglar Alarm-Leased | \$664.00           | Fire Alarm-Customer owned | \$0.00            |
| Rustic Oak Elementary               | 1302 Rustic Lane       | Burglar Alarm-Leased | \$375.00           | Fire Alarm-Customer owned | \$0.00            |
| Shadycrest Elementary               | 2405 Shadybend         | Burglar Alarm-Leased | \$190.00           | Fire Alarm-Leased         | \$627.00          |
| Silverlake Elementary               | 2550 County Rd. 90     | Burglar Alarm-Leased | \$190.00           | Fire Alarm-Customer owned | \$0.00            |
| Silvercrest Elementary              | 3003 Southwyck Pkwy.   | Burglar Alarm-Leased | \$190.00           | Fire Alarm-Customer owned | \$0.00            |
| Alexander Middle School             | 3001 Old Alvin Rd.     | Burglar Alarm-Leased | \$791.62           | Fire Alarm-Customer owned | \$0.00            |
| Jamison Middle School               | 2506 Woody Rd.         | Burglar Alarm-Leased | \$190.00           | Fire Alarm-Leased         | \$627.00          |
| Rogers Middle School                | 3121 Manvel Rd.        | Burglar Alarm-Leased | \$583.00           | Fire Alarm-Customer owned | \$0.00            |
| Sablatura Middle School             | 2201 N. Galveston Ave. | Burglar Alarm-Leased | \$190.00           | Fire Alarm-Customer owned | \$0.00            |
| Berry Miller Junior High            | 3301 Manvel Rd.        | Burglar Alarm-Leased | \$673.20           | Fire Alarm-Customer owned | \$0.00            |
| Pearland Junior High East           | 2315 Old Alvin Rd.     | Burglar Alarm-Leased | \$190.00           | Fire Alarm-Leased         | \$627.00          |
| Pearland Junior High South          | 4719 Bailey Rd.        | Burglar Alarm-Leased | \$435.00           | Fire Alarm-Customer owned | \$0.00            |
| Pearland Junior High West           | 2337 N. Galveston      | Burglar Alarm-Leased | \$540.00           | Fire Alarm-Customer owned | \$0.00            |
| Glenda Dawson High School           | 2050 Cullen Blvd.      | Burglar Alarm-Leased | \$865.75           | Fire Alarm-Customer owned | \$0.00            |
| Pearland High School                | 3775 S Main            | Burglar Alarm-Leased | \$250.00           | Fire Alarm-Customer owned | \$0.00            |
| Robert Turner High School           | 4717 Bailey Rd.        | Burglar Alarm-Leased | \$435.00           | Fire Alarm-Customer owned | \$0.00            |
| Cafeteria JR High S & Turner        | 4717 Bailey Rd.        | Burglar Alarm-Leased | \$90.00            | Fire Alarm-Customer owned | \$0.00            |
| Transportation - West               | 7343 Bailey Rd.        | Burglar Alarm-Leased | \$40.00            | Fire Alarm-Customer owned | \$0.00            |
| PACE Center                         | 2314 Old Alvin Rd.     | Burglar Alarm-Leased | \$375.00           | Fire Alarm-Customer owned | \$0.00            |
| Agricultural Facility               | 4715 Bailey Rd.        | Burglar Alarm-Leased | \$90.00            | Fire Alarm-Customer owned | \$0.00            |
| Education Support Center            | 1928 North Main St.    | Burglar Alarm-Leased | \$903.21           | Fire Alarm-Customer owned | \$0.00            |
| Maintenance Support Facility        | 1702 Mykawa            | Burglar Alarm-Leased | \$190.00           | N/A                       |                   |
| Transportation(Old Bus Barn/Admin)  | 3202 Plum St.          | Burglar Alarm-Leased | \$90.00            | Fire Alarm-Customer owned | \$0.00            |
| Business/Tax Office Part 1          | 2337 N Galveston       | Burglar Alarm-Leased | \$70.00            | Fire Alarm-Customer owned | \$0.00            |
| Ed Thompson space Part 2            | 2337 N Galveston       | Burglar Alarm-Leased | \$70.00            | Fire Alarm-Customer owned | \$0.00            |
| Storage/Instr Part 3                | 2337 N Galveston       | Burglar Alarm-Leased | \$70.00            | Fire Alarm-Customer owned | \$0.00            |
| JR West Weight Room                 | 2316 Old Alvin Rd      | Burglar Alarm-Leased | \$90.00            | Fire Alarm-Customer owned | \$0.00            |
| Current montoring fee for all sites |                        |                      | \$1,856.58         |                           |                   |
|                                     |                        |                      | <b>Total burg</b>  | <b>Total fire</b>         |                   |
|                                     |                        |                      | <b>\$12,928.76</b> |                           | <b>\$2,508.00</b> |

**Total monthly** **\$15,436.76**

**Total annual** **\$185,241.12**

Proposal for: **Pearland ISD**

Attn: **Jay Murphy**

**BuyBoard #: 631-20**

Effective Date: May 23, 2022

| ITEM | QUANTITY | DESCRIPTION  | EACH         | TOTAL               |
|------|----------|--|--------------|---------------------|
| 1    | 1        | Fiberbond VE3 MERV 11 Filter Media for all buildings for Pearland ISD<br>6 sets of media per year per building | \$106,635.84 | \$106,635.84        |
|      |          |  | <b>TOTAL</b> | <b>\$106,635.84</b> |

NOTE:

The above prices are quoted F.O.B. origin and subject to any state and/or local taxes applicable. We sincerely appreciate your consideration of the above proposal.

**Joe W. Fly Co., Inc.**

**Brittany Kruger**

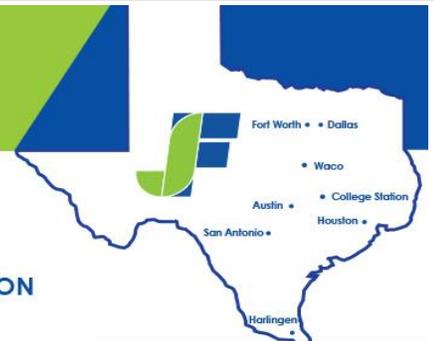
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May 23, 2022

Pearland Independent School District  
1702 Mykawa RD  
Pearland, TX 77581

Attention: Mr. Jay Murphy

Subject: Service Agreement Renewal

Dear Sir,

We would like to thank you and your organization for allowing Unify Energy Solutions the opportunity to service your Energy Management System for the coming year. The agreement will be processed for automatic renewal based on the original agreement. This years' price will be **\$88,870.00** payable quarterly in advance. There has been a 2.5% increase in this years' price. The agreement term will be 7/1/2022 to 6/30/2023. All coverage will remain the same, please see attached terms and conditions.

We appreciate the opportunity to be your service provider and value your confidence on Unify Energy Solutions. If you have any questions or need any additional information, please do not hesitate to contact me. Our service department can be reached at 832-300-6030 and is available 24/7 to meet your immediate needs.

Best Regards,

Quanah Martin Jr  
Director of Service  
Unify Energy Solutions  
qmartin@unifyes.com

**PROJECT:** PEARLAND ISD SERVICE AGREEMENT – RENEWAL  
**SPECIFICATION:** Building Automation and Controls **ADDENDUM**  
**QUOTED BY:** Jimmy Martin **QUOTE DATE:** May 26, 2022  
**CONTACT NUMBER:** 281-900-0580 **CONTACT E-MAIL:** [jimmymm@unifyes.com](mailto:jimmymm@unifyes.com)

**ESC5 Purchasing CO-OP Contract # 20180504**

*Unify Energy Solutions will provide planned preventative maintenance and service for (24) facilities at Pearland ISD, valid for (1) calendar year from date of an executed contract. This maintenance agreement is inclusive of labor, service, controllers, sensors, and other end devices necessary to maintain the existing BAS. The following Automated Logic facilities are covered by the scope described below:*

| FACILITIES                 |                                     |
|----------------------------|-------------------------------------|
| Admin Building (1928 Main) | Massey Ranch Elementary             |
| Alexander Middle School    | Turner Junior High South            |
| Berry Miller Junior High   | PACE Institute                      |
| Carleston Elementary       | Pearland High School South          |
| Challenger Elementary      | Rogers Middle School                |
| CJ Harris Elementary       | Rustic Oak Elementary               |
| Cockrell Elementary        | Sablatura Middle School             |
| Jamison Middle School      | Shadycrest Elementary               |
| Pearland Junior High West  | Sheryl Searcy 9 <sup>th</sup> Grade |
| Pearland Junior High East  | Silvercrest Elementary              |
| Lawhon Elementary          | Silverlake Elementary               |
| Magnolia Elementary        | Transportation Center               |

**SCOPE CLARIFICATIONS**

An Energy Management System (EMS) is a valuable asset and requires maintenance to assure the integrity of the system and comfort of occupants. Our dedicated Unify Service Team has a proven track record with unmatched experience encompassing energy-related controls and instrumentation projects. Unify offers a structured technical support program that includes preventative maintenance inspections and emergency unscheduled services to ensure the facility is properly supported. We also provide an optional software fitness package on Reliable Controls.

Unify Energy Solutions will provide services as outlined below.

- **Parts and Labor** – specified parts and repair labor included at no charge. This service proposal covers all ALC DDC control and communications modules as well as control devices provided and installed by Unify Energy Solutions. This proposal does not apply to control valves or mechanical dampers, although damper and valve actuators are covered. See attached table for discounted labor rates.
  - *Controllers Exec. 4 and older – Unify will replace with refurbished modules (where available). If module cannot be replaced, Unify will provide new Reliable controller and tie into existing BACnet network. If no BACnet network currently exists, Unify will provide a Reliable controls BACnet network accessible via WebView.*

- **System Support** - Unify will provide phone and on-line support of the control system. This benefit is not intended to be a monitoring service but is intended to aid onsite personal in troubleshooting EMS issues.
- **Software** – Unify will coordinate and provide services for all software updates. Pearland ISD will be responsible for purchasing all ALC software, updates, and required devices to perform the updates.

**WARRANTY ITEMS**

This scope of work includes, but not limited to replacing the following components:

- ALC Controllers
- Reliable Controllers
- End Devices (thermistors, actuators, sensors, relays, etc.)

The proposed warranty EXCLUDES the follow items:

- All software and firmware upgrades to ALC system. All software upgrades and patches must be coordinated with Automated Logic, however Unify will provide system support and upgrades where possible.
- Valve bodies, dampers, VFDs/Starters, or any mechanical equipment.

All pricing excludes sales tax, bonding, or purchasing agent fees unless otherwise noted.

|  |                    |
|--|--------------------|
| <b>TOTAL PRICE FOR SERVICE CONTRACT:</b> | <b>\$88,870.00</b> |
|--|--------------------|

The attached Exhibit A Terms and Conditions are a part hereof.

Payment terms: Quarterly or Annually

**Term/Automatic Renewal**

This agreement will take effect on July 1, 2022 and continue for an original term of 1 year. It will automatically renew on a year-to-year basis after the original term unless the Customer or Unify Energy Solutions gives the other written notice 30 days prior to the anniversary date. Renewal price adjustments are discussed in the Terms and Conditions.

In witness whereof, the parties hereto have executed this agreement on \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Unify Energy Solutions  
Quanah Martin Jr

Pearland ISD

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

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

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

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

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## Standard and Discount Labor Rates for 2022-2023

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| <u>On Site Technician</u>                    | <u>Service Contract Rate</u> | <u>Standard Rate</u>        |
|--|------------------------------|-----------------------------|
| 8:00 am – 5:00 pm<br>Monday – Friday         | \$116.00/hr (2 hr. minimum)  | \$135.00/hr (2 hr. minimum) |
| After Hours & Weekends                       | \$174.00/hr (2 hr. minimum)  | \$202.50/hr (2 hr. minimum) |
| Holidays                                     | \$232.00/hr. (2 hr. minimum) | \$270.00/hr (2 hr. minimum) |
| <u>On Line Technician</u>                    | <u>Contract Rate</u>         | <u>Standard Rate</u>        |
| 8:00 am – 5:00 pm<br>Monday – Friday         | No Charge                    | \$135.00/hr (1 hr minimum)  |
| After Hours & Weekends                       | No Charge                    | \$202.50/hr (1 hr minimum)  |
| Holidays                                     | No Charge                    | \$270.00/hr (1 hr minimum)  |
| <u>Truck Charge</u>                          | <u>Service Contract Rate</u> | <u>Standard Rate</u>        |
| 8:00 am – 5:00 pm                            | No Charge                    | \$50.00 per call            |
| <u>Engineering (consulting &amp; design)</u> | <u>Service Contract Rate</u> | <u>Standard Rate</u>        |
| 8:00 am – 5:00 pm<br>Monday – Friday         | \$134.00/hr                  | \$155.00/hr                 |

For the Service Department, please dial 832-300-6030, both during and after hours. Our normal business hours are *8:00 am to 5:00 pm Monday through Friday*. After hours, our on-call Technician will respond to emergency calls. We are committed to providing a high level of Service and Support for all our customers and look forward to working with you.

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## Exhibit A – TERMS AND CONDITIONS

### General Provisions

- 1.1 Unify Energy Solutions is referred to herein as “Unify” or “Our” and the person, firm or other entity purchasing as indicated on the front hereof is referred to herein as “the Client,” “You,” or “Your.” All services described in this agreement are referred to herein as the “Services.”
- 1.2 The Services shall be provided during our normal working hours, Monday through Friday inclusive, excluding holidays, unless otherwise stated in this agreement.
- 1.3 This agreement, when accepted in writing by you and approved by an authorized Unify representative, shall constitute the entire agreement between the two parties.
- 1.4 Either party may terminate this agreement on the anniversary date of the original or any extended term by giving the other party, at least 30 days written notice. Termination rights for breach of contract if not cured 30 days after notice, as well.
- 1.5 If in the event, during the term of this agreement or within 90 days thereafter, You hire or in any way engage, any UNIFY employee who is presently performing services under this agreement, compensation equal to the current annual salary of said employee will be paid by You to Unify, notwithstanding the foregoing; this provision does not apply to any individual hired as a result of a general solicitation by You.
- 1.6 Limitations on Assignment. Client shall not assign all or any portion of its rights hereunder, or delegate or subcontract all or any portion of its obligations hereunder, without the prior written consent of UNIFY, except that such consent shall not be required in connection with a merger or sale of all or substantially all of client’s assets.
- 1.7 Waiver. No failure on the part of UNIFY to exercise, and no delay by UNIFY in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by UNIFY preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by UNIFY to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.
- 1.8 Governing Law. This document and all amendments, modifications, alterations or supplements hereto, and all rights of the parties hereunder shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to its principles of conflicts of law.
- 1.9 Headings. The headings describing the contents of particular paragraphs are inserted only for convenience and shall not be construed as a part hereof or as a limitation on or enlargement of the scope of any of the terms or provisions contained herein.
- 1.10 Entire Agreement. These Terms and Conditions supersede all prior discussions and agreements between the parties with respect to the subject matter hereof and contains the sole and entire agreement between the parties with respect to the matters covered hereby. By way of illustration and not by way of limitation, all orders submitted by Client shall be deemed to incorporate without exception all the Terms and Conditions contained herein notwithstanding any additional or contrary terms and conditions contained therein. Unless UNIFY shall expressly advise Client to the contrary in writing apart from the provisions of such order, no acknowledgment by UNIFY of or reference by UNIFY to or performance by UNIFY under any such order form shall be deemed to be an acceptance by UNIFY of any terms or conditions contained therein which are additional to or contrary to the Terms and Conditions contained herein. The Terms and Condition contained herein may not be modified or amended except by an instrument in writing signed by one of UNIFY’s duly authorized officers.
- 1.11 Renewal Price Adjustment – Unify Energy Solution will provide the Customer with notice of any adjustments in the Agreement price applicable to a renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless the Customer terminates the Agreement as provided in the Term/Automatic Renewal provision of this Agreement, the adjusted price shall be the price for the renewal period.

### Initial Inspection and Permits, Approvals and Licenses

- 2.1 All equipment provided for UNIFY’s use shall be in satisfactory working condition. During the first 30 days of this agreement or at first seasonal startup, UNIFY will inspect the equipment covered under this agreement. If UNIFY finds the equipment in need of repair or replacement, UNIFY will notify you in writing of the deficiency and the proposed correction. UNIFY will not be responsible for the repair or replacement of the equipment until the equipment is restored to a condition acceptable to us. If no corrective action is taken within 30 days of our notice to you of deficiency, UNIFY will remove the equipment from coverage and adjust the agreement price accordingly.

- 
- 2.2 The Client is responsible for securing all work permits and/or local approvals and licenses where applicable, and for paying the costs thereof.

#### **Charges and payments**

- 3.1 Invoices are due and payable within 30 days of date of invoice. If payment is not received when due, the agreement may be considered to be breached, and UNIFY may take whatever actions are available through law, including but not limited to suspension or termination of services and acceleration of payment.
- 3.2 If emergency service is performed at your request and inspection does not reveal any defect for which UNIFY is liable under this agreement, you shall be charged at our prevailing rates.
- 3.3 Service that is performed with your authorization on equipment not covered by this agreement shall be charged and paid by you at our prevailing rates.
- 3.4 Any amounts payable to UNIFY hereunder which are not paid when due shall thereafter bear interest at the rate of eighteen percent (18%) per month or the maximum amount permitted by applicable law, whichever is less. Time is of the essence of all payments due hereunder, and if any payment due UNIFY is collected at law, or through an attorney-at-law or under advice therefrom, or through a collection agency, Client agrees to pay all costs of collection, including, without limitation, all court costs and reasonable attorney's fees.
- 3.5 You shall be responsible to pay any present or future sales, use, occupancy, excise or other federal, provincial, or local tax owed with respect to the services and material covered by this agreement, other than tax based on Unify's income.

#### **Warranty**

- 4.1 UNIFY warrants that all equipment manufactured by Reliable Controls/Automated Logic Corporation sold hereunder shall be free from defects in workmanship and material for a period of one year from the date of delivery. In the event that any such equipment (or component thereof) sold hereunder proves to be defective during the warranty period, Client's sole obligation, and Client's sole remedy, shall be the repair or replacement of the defective equipment (or component), at Our option. Unify shall bear costs of transporting the replacement Product (or component). Under no circumstances may Client return any equipment or component to UNIFY without prior written permission from UNIFY. **EXCEPT AS EXPRESSLY PROVIDED IN THIS PARAGRAPH, UNIFY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE EQUIPMENT OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF ANY OF THE PRODUCTS FOR ANY PARTICULAR PURPOSE, AND UNIFY HEREBY DISCLAIMS THE SAME.**
- 4.2 For materials furnished but not manufactured by us nor bearing our nameplate, UNIFY will extend the same warranty UNIFY received from the manufacturer.
- 4.3 UNIFY warrants that the labor for all Services provided in this agreement is guaranteed for 90 days after the work is performed.
- 4.4 This express warranty is in lieu of and excludes all other warranties, guarantees, or representations, expressed, or implied including warranties of merchantability or of fitness for a particular purpose.

#### **Safety and Hazardous materials**

- 5.1 It is our intent to perform all work in a clean, safe and professional manner, causing no hazards to your staff, facility, and the environment or to our service personnel.
- 5.2 UNIFY shall not be required to make safety tests, install new devices or make modifications to any equipment beyond the scope of the original agreement in order to comply with recommendations or directives of insurance companies, government bodies, or for other reasons.
- 5.3 This agreement pre-supposes hazardous materials are not present at the jobsite, including but not limited to asbestos. If in providing service, UNIFY discovers or suspects the presence of hazardous material, UNIFY will notify you. You shall be responsible for the cost and performance of testing, abating, encapsulating, cleaning up, removing, or rendering such materials non-hazardous. UNIFY has the right to stop work until the jobsite is free from hazardous materials.
- 5.4 You agree to notify us in writing of any hazardous materials on the jobsite and any jobsite safety policies including but not limited to lock-out and tag procedures, laboratory procedures, biological hazards and other items covered by right to know regulations or which may pose a hazard to our employees or equipment.

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### **Client responsibilities**

- 6.1 Operate equipment according to the manufacturer's recommendations.
- 6.2 Promptly notify us of any unusual operating conditions.
- 6.3 Provide reasonable means of access to the equipment being serviced. You shall be responsible for any removal, replacement, or refinishing of the building structure, if required, to gain access to the equipment. UNIFY shall be permitted to control and/or operate all equipment necessary to perform the services herein described as arranged with your representative.
- 6.4 Properly dispose of used oil, filters, contaminated absorbents and contaminated refrigerant unless otherwise stated in this agreement. Disposition will be performed according to applicable laws.
- 6.5 If on-line service via the internet is included in this agreement, client will provide, bear the cost of, and maintain a broadband connection.

### **Exclusions and limitations of liability**

- 7.1 UNIFY shall not be responsible for repair or replacement of non-maintainable or non-moving parts of the system such as ductwork, shell and tubes, heat exchangers, unit cabinets, casings, refractory material, electrical wiring, water and pneumatic piping, structural supports, cooling tower fill, slats and basins, etc. unless otherwise stated in this agreement.
- 7.2 UNIFY shall not be responsible for repairs, replacement, or services necessitated by reason of negligence, abuse, misuse, improper or inadequate repairs or modifications, improper operation, lack of operator maintenance or skill, or other reasons beyond our control. UNIFY assumes no responsibility for service on equipment unless performed by our employees or persons authorized by us.
- 7.3 UNIFY shall not be responsible for repairs, replacements or services to equipment due to corrosion, erosion, improper or inadequate water treatment by others, electrolytic action, chemical action or other reasons beyond our control.
- 7.4 UNIFY shall not be responsible for loss, delay, injury or damage that may be caused by circumstances beyond Our control including, but not restricted to acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, water damage, lightning, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief. IN NO EVENT SHALL UNIFY BE LIABLE FOR BUSINESS INTERRUPTION LOSSES OR CONSEQUENTIAL OR SPECULATIVE DAMAGES, but this sentence shall not relieve UNIFY of liability for damage to property or injury to persons resulting from accidents caused directly by its negligence in performance or failure to perform its obligations under this agreement.
- 7.5 If the equipment or software included under this agreement is altered, modified, or changed by a party other than UNIFY, you agree that the appropriate changes to the scope and/or price will be made to this agreement in writing signed by you and us.
- 7.6 At initial inspection or following 12 months of service, if individual item(s) cannot, in our opinion, be properly repaired, due to obsolescence, lack of availability of standard parts, excessive wear or deterioration, UNIFY may withdraw the item(s) from coverage and adjust charges accordingly with ninety (90) days prior written notice.
- 7.7 Repairs and replacement of equipment parts and components is limited to restoring proper working condition. UNIFY shall not be obligated to provide replacement equipment that represents significant betterment or capital improvement. Exchanged parts and components become the property of UNIFY.

### **Force Majeure**

- 8.1 Neither party shall be liable for any default or delay in the performance of any of its obligations hereunder (excluding payment obligations) if such default or delay is caused, directly or indirectly, by fire, flood, earthquake, the elements, or other such occurrences; labor disputes, strikes or lockouts; wars (declared or undeclared), rebellions or revolutions in any country; riots or civil disorder; terrorist attacks; accidents or unavoidable casualties; interruptions of transportation or communications facilities or delays in transit or communication; supply shortages or the failure of any third party to perform any commitment to such party relative to the production or delivery of any equipment or material required by such party to perform its obligations hereunder; laws, rulings, regulations, decisions or requirements, whether valid, invalid, formal or informal, of any government, tribunal or governmental agency, board or official; or any other cause, whether similar or dissimilar to those enumerated herein, beyond such party's reasonable control. The affected party shall notify the other party of the happening of any such contingency within a reasonable period of time. If due to an excusable delay, performance cannot be completed within the original period for performance, the period for performance shall be extended for a reasonable period of time to allow for completion of performance.

**PEARLAND INDEPENDENT SCHOOL DISTRICT  
CONFLICT OF INTEREST STATEMENT**

CH Local Report  
June 14, 2022 Agenda Item

| <b>Vendor</b>                | <b>Product/Service</b>                                     | <b>Purchase Amount</b> | <b>Fund</b> | <b>Procurement Method/<br/>Contract Number</b>  |
|------------------------------|--|------------------------|-------------|---|
| Allied Fire Protection, L.P. | Fire Alarm & Kitchen Hood Inspections                      | \$81,930               | 199         | Pearland ISD RFP #19-0509-06 for Maintenance and Custodial Supplies and Services  |
| Electronic Security Service  | Annual Burglar Alarm System Monitoring                     | \$185,241              | 199         | Pearland ISD RFCSP #14-1212-07 for Leasing, Maintenance and Monitoring of Installed Security Alarm Equipment and Monitoring of Fire Alarm Equipment |
| Joe W. Fly Company, Inc.     | Air Filters for PISD Buildings                             | \$106,636              | 199         | BuyBoard Contract #631-20 for HVAC Equipment, Supplies, and Installation of HVAC Equipment  |
| Unify Energy Solutions, LLC  | Building Automation & Energy Management System Maintenance | \$88,870               | 199         | Region 5 Contract #20180504 for HVAC Capital Equipment, Supplies and/or Services  |

Neither the Director of Purchasing, Moniki Mason, nor the Director of Maintenance and Operations, Matt Cline 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

5/31/2022

Date

*Matt Cline*

Matt Cline  
Director of Maintenance and Operations

May 31, 2022

Date



# Board of Trustees

## Agenda Item Information

**Meeting Date** June 14, 2022

**Meeting Type**

- Regular Meeting
- Special Meeting/Workshop
- Hearing

**Date Submitted:** June 7, 2022

**Agenda Placement**

- |  |  |
|--|--|
| <input type="checkbox"/> Public Hearing    | <input type="checkbox"/> Administrative Report     |
| <input 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:** Consider Approval of the Interlocal Agreement with the City of Pearland for the School Resource Officer (SRO) Program

**Executive Summary:**

Pursuant to the authority granted by the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, the proposed Interlocal Agreement with the City of Pearland provides for eleven (11) SRO's, comprised of ten (10) Police officers and one (1) Sergeant for the period within the district's board approved school calendars for the following years: 2022-2023; 2023-2024; 2024-2025.

After extensive negotiations with the city, the Pearland ISD administration recommends the approval of a 3-year contract as follows:

The district will reimburse the City of Pearland up to the maximum amounts of \$1,250,000 for 2022-2023; \$1,300,000 for 2023-2024; and \$1,350,000 for 2024-2025. The contract amount is inclusive of all costs necessary to operate the SRO Program; including but not limited to wages, benefits, training, equipment, vehicles, handheld radios and uniforms.

**Associated District Goal:** 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
- Other

**Fiscal Year:**

Amendment Required?

- Yes
- No

**Superintendent's Recommendation:** That the Board of Trustees approves the Interlocal Agreement and payments with the City of Pearland to provide School Resource Officers for the district during the school calendar periods of the years 2022-2023, 2023-2024, and 2024-2025

**Department Submitting:** Business Office

**Requested By:** Administration

**Cabinet Member's Approval:** Larry Berger

**Board Approval Required:** Yes No

INTERLOCAL AGREEMENT  
BETWEEN  
PEARLAND INDEPENDENT SCHOOL DISTRICT AND THE CITY OF PEARLAND

This agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2022, between the Pearland Independent School District (“District”) and the City of Pearland (“City”).

**Whereas**, the contract is made under the authority of Section 791 of the Texas Government Code; and,

**Whereas**, the parties, in performing governmental functions or in paying for the performances of governmental function hereunder shall make that performance or those payments from current revenues legally available to that party;

**Whereas**, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing.

**WITNESSETH:**

NOW THEREFORE, in consideration of the foregoing premises and the other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. “Program Costs” are defined as the costs incurred by the City for the employment of each assigned SRO and are inclusive of the following: actual hourly salary of the assigned SRO, overtime costs incurred by the City for the employment of each assigned SRO to complete SRO related functions, pay incentives based on education or law enforcement certification, worker compensation, Social Security, health insurance, TMRS benefits, and ancillary costs normally associated with an employee’s compensation as the employee works a standard 40 hour week. These costs also include those attributable to the assignment of the SRO to the District: law enforcement liability insurance, auto physical damage insurance, auto liability insurance, laptop, mobile radio, portable radio, body camera, radio airtime, ballistic vest, Taser, marked police vehicle, cell phone, wearing apparel, vehicle repair/maintenance/fuel, and professional development. All SROs shall be equipped with equipment necessary to perform their tasks.

2. City shall provide sworn police officers from its police department for District to utilize as School Resource Officers for the school years 2022/2023, 2023/2024, and 2024/2025 from the first campus teacher work day (usually in August) to the last teacher work day (usually in May or June) of each school year. City may assign SROs to training or other duties during District holidays. If City wishes to assign SROs to training during teacher in-service days, City and District can discuss on a case-by-case basis. SROs work straight 8 hour days.

City shall provide eleven (11) SRO's to District, comprised of ten (10) Police Officers and one Sergeant. If either party wishes to amend the number of SROs, such change shall only be effective during the contract period if mutually agreed upon in writing by both parties. If the number of SROs is amended compensation amounts will be renegotiated. Absences by SROs on days in which students are in class shall be covered by City temporarily assigning other police officers or supervisory personnel for the duration of said absence. If the City is unable to fill the absence of an SRO that occurs for more than one consecutive school day, City shall not bill the District for those absences, unless otherwise waived by the District.

The City shall, at no additional cost to District, provide additional support resources. These additional resources include, but are not limited to: investigative personnel, training personnel, telecommunications personnel, human resources, legal representation, professional standards services (Internal Affairs), leave associated with military services, police administration, records retention and disbursement, records support personnel, associated record keeping, additional support personnel for major incidents or threats, evidence storage, video storage, software licensing (outside of licensing used on the laptop), server access, IT support, payroll support, court appearances required outside the PISD compensated time period, ammunition, SWAT support, K9 support, and hiring/termination of employment services.

3. The term of this agreement shall commence on the effective date reflected herein, and terminate on June 30, 2025. District shall reimburse City for compensation and expenses incurred for SROs up to the effective date of termination of this Agreement. Either party may unilaterally terminate this contract with 6 month written notice to the other party.
4. District agrees to compensate City for "Program Costs" at the following not-to-exceed contract amounts:
  - a. \$1,250,000 for school year 2022/2023
  - b. \$1,300,000 for school year 2023/2024

- c. \$1,350,000 for school year 2024/2025
5. City will bill District monthly by dividing the agreed upon compensation amount by 12. District agrees to remit payment within 30 days of receipt of the monthly bill.
  6. City and District agree that City, in performing this Agreement, shall act as an independent contractor and shall have control of its own work and the way it is performed. District shall have the right to allocate the SRO positions amongst District's various facilities as it determines, however City shall control assignment of specific SROs to those positions and will maintain supervisory control over all SROs in the performance of their duties as peace officers.
  7. Nothing herein shall be deemed in any manner to constitute a waiver of sovereign, governmental, or any other immunity or affirmative defense that may be asserted by District or City. Nor shall this agreement be in any manner construed to create a cause of action for the benefit of any person not a party to this Agreement, or to otherwise existing at law.
  8. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation moneys that may become due and moneys that are due may not be assigned without consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
  9. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is prohibitive or invalid under applicable law, such provisions shall be ineffective to the extent of such provision or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
  10. This Agreement shall be construed and enforced in accordance with and governed by the law of the State of Texas.
  11. This Agreement and all obligations created herein shall be performable in Brazoria County, Texas.

In witness whereof, the parties have hereunto set their hands and signatures on the date first above mentioned.

Pearland Independent School District

City of Pearland  
A Texas Municipal Corporation

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

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

Larry Barger  
Superintendent of PISD Schools

Clay Pearson  
City Manager

STATE OF TEXAS

BRAZORIA COUNTY

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Larry Berger, on behalf of Pearland Independent School District.

Notary Public, State of Texas

My Commission Expires:

STATE OF TEXAS

BRAZORIA COUNTY

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Clay Pearson, City Manager of the City of Pearland, a Texas home rule municipality, on behalf of said municipality.

Notary Public, State of Texas

My Commission Expires:



## Board of Trustees Agenda Item Information

**Meeting Date:** June 14, 2022

**Meeting Type**

- Regular Meeting  
 Special Meeting/Workshop  
 Hearing

**Date Submitted:** June 6, 2022

**Agenda Placement**

- |  |  |
|--|--|
| <input type="checkbox"/> Public Hearing    | <input type="checkbox"/> Administrative Report     |
| <input 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:** Consider Resolution approving the individual authorized to calculate the no-new-revenue tax rate, the voter-approval tax rate and other truth-in-taxation requirements.

**Executive Summary:** In accordance with CCG Legal and Section 26.04 of the Texas Property Tax Code, the Board of Trustees must designate the individual authorized to calculate the no-new-revenue tax rate, the voter-approval tax rate and other truth-in-taxation requirements.

The Brazoria County Tax Assessor-Collector performs these calculations for the District and Administration recommends to designate him/her as the authorized individual. The Chief Financial Officer verifies this calculation.

See attached resolution.

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

**Fiscal Impact: N/A**

**Cost:**

- Recurring  
 One-Time  
 No Fiscal Impact

**Funding Source:**

- General Fund  
 Food Service Fund  
 Debt Service Fund

**Fiscal Year:**

- Amendment Required?  
 Yes  
 No

**Superintendent's Recommendation:** That the Board approves the resolution designating the Brazoria County Tax Assessor-Collector as the individual authorized to calculate the no-new-revenue tax rate, the voter-approval tax rate and other truth-in-taxation requirements.

**Department Submitting:** Business Office

**Requested By:** Jorgannie Carter, CFO

**Cabinet Member's Approval:** Larry Berger,  
Superintendent

**Board Approval Required:**  Yes  No

**RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE PEARLAND INDEPENDENT SCHOOL DISTRICT**

**IT IS HEREBY RESOLVED**, ordered, and directed by the Board of Trustees of the Pearland Independent School District the approval of the Brazoria County Tax Assessor-Collector as the individual authorized to calculate the no-new-revenue tax rate, the voter-approval tax rate and other truth-in-taxation requirements for the District pursuant to Section 26.04 of the Texas Property Tax Code, as amended.

**BE IT RESOLVED** that the provisions of this Resolution shall be effective as of the date of adoption and shall remain in effect until modified by action of the Board of Trustees.

**PASSED, APPROVED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2022.

BY:

\_\_\_\_\_  
Sean Murphy, President

ATTEST:

\_\_\_\_\_  
Crystal Carbone, Vice President



## Board of Trustees Agenda Item Information

**Meeting Date:** June 14, 2022

|   |  |   |  |                                       |   |  |  |                                      |   |
|---|--|---|--|---------------------------------------|---|--|--|--------------------------------------|---|
| <p><b>Meeting Type</b></p> <p><input checked="" type="checkbox"/> Regular Meeting</p> <p><input type="checkbox"/> Special Meeting/Workshop</p> <p><input type="checkbox"/> Hearing</p> <p><b>Date Submitted:</b> June 8, 2022</p> | <p><b>Agenda Placement</b></p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> Public Hearing</td> <td><input type="checkbox"/> Administrative Report</td> </tr> <tr> <td><input type="checkbox"/> Open Session</td> <td><input type="checkbox"/> Consent Agenda</td> </tr> <tr> <td><input type="checkbox"/> Executive Session</td> <td><input checked="" type="checkbox"/> Regular Agenda</td> </tr> <tr> <td><input type="checkbox"/> Recognition</td> <td><input type="checkbox"/> Information/Discussion</td> </tr> </table> | <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 |
| <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  |   |  |                                       |   |  |  |                                      |   |

**Subject: Consider Resolution Providing for the Cash Defeasance of Certain Currently Outstanding Obligations from the Series 2017 Bonds**

**Executive Summary:** Administration has worked with the District’s financial advisors to identify additional savings through a proposed cash defeasance of \$2,835,000 of Series 2017 Bonds. The result of this defeasance will be approximately \$2.4 million dollars in savings to taxpayers and an opportunity for the District to lower the I&S (debt service) tax rate in 2022. John Robuck with BOK Financial Securities, Inc. and Dan Martinez with Winstead PC will be available to discuss this item with the board of trustees. Attached is an overview of the defeasance opportunity. The defeasance resolution allowing the district to defease the Series 2017 Bonds can be found at <https://bit.ly/3a1JfYI>

**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.

|   |   |   |
|---|---|---|
| <p><b>Fiscal Impact:</b></p> <p><b>Cost:</b></p> <p><input type="checkbox"/> Recurring</p> <p><input checked="" type="checkbox"/> One-Time</p> <p><input type="checkbox"/> No Fiscal Impact</p> | <p><b>Funding Source:</b></p> <p><input type="checkbox"/> General Fund</p> <p><input type="checkbox"/> Grant Funds</p> <p><input checked="" type="checkbox"/> Debt Service Fund</p> | <p><b>Fiscal Year:</b></p> <p>Amendment Required?</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p> |
|---|---|---|

**Superintendent’s Recommendation:** That the Board of Trustees considers the approval of a Resolution by the Board of Trustees of the Pearland Independent School District Providing for the Defeasance and Calling for Redemption Certain Currently Outstanding Obligations Designated “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; and delegating to certain district officials and staff the authority to effectuate matters herein resolved.

|  |  |
|--|--|
| <b>Department Submitting:</b> Business Office                  | <b>Requested By:</b> Jorgannie Carter, CFO |
| <b>Cabinet Member’s Approval:</b> Larry Berger, Superintendent |  |

**Board Approval Required:**

**Yes**

**No**



# Pearland Independent School District

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## Overview of Cash Defeasance Opportunity

**\$2,835,000\* Unlimited Tax School Building Bonds, Series 2017**

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**June 14, 2022**

\* Preliminary, subject to change.

Securities, insurance and advisory services offered through BOK Financial Securities, Inc., member FINRA/SIPC and a subsidiary of BOK Financial Corporation. Services may be offered under our trade name, BOK Financial Advisors.

**NOT FDIC INSURED | NO BANK GUARANTEE | MAY LOSE VALUE**



# Proposed Bonds to be Defeased

The District has an opportunity to defease a portion of its outstanding debt to assist in managing the 2022-2023 Debt Service Tax Rate. Below is a summary of the Bond to be Defeased:

| Series                        | Maturity Date | Principal Amount * | Call Date/Price | Interest Rate |
|-------------------------------|---------------|--------------------|-----------------|---------------|
| Unlimited Tax School Building | 2/15/2041     | \$1,775,000 (a)    | 2/15/2026 @ 100 | 5.000%        |
| Bonds, Series 2017            | 2/15/2042     | 1,060,000 (a)      | 2/15/2026 @ 100 | 5.000%        |
| <b>Totals:</b>                |               | <b>\$2,835,000</b> |                 |               |

\* Preliminary, subject to change.

(a) Represents a partial defeasance of the 2042 term bond maturity, which currently has on outstanding principal amount of \$10,450,000.



# Overview of Cash Defeasance

| Fiscal Year<br>Ending (8/31) | Current Total<br>Debt Service | Less: Partial Defeasance of<br>Certain Series 2017 Bonds |                    |                       | Total Debt<br>Service | Estimated<br>Debt Service<br>Difference* |
|------------------------------|-------------------------------|--|--------------------|-----------------------|-----------------------|--|
|                              |                               | Principal  | Interest           | Debt Service to Call* |                       |  |
| 2022                         | \$33,171,313                  |  |                    |                       | \$33,171,313          |  |
| 2023                         | 34,037,688                    |  | \$70,875           | \$3,057,597           | 33,966,813            | \$70,875                                 |
| 2024                         | 34,903,563                    |  | 141,750            |                       | 34,761,813            | 141,750                                  |
| 2025                         | 35,764,563                    |  | 141,750            |                       | 35,622,813            | 141,750                                  |
| 2026                         | 36,621,938                    |  | 141,750            |                       | 36,480,188            | 141,750                                  |
| 2027                         | 36,625,263                    |  | 141,750            |                       | 36,483,513            | 141,750                                  |
| 2028                         | 36,624,938                    |  | 141,750            |                       | 36,483,188            | 141,750                                  |
| 2029                         | 36,623,263                    |  | 141,750            |                       | 36,481,513            | 141,750                                  |
| 2030                         | 37,798,738                    |  | 141,750            |                       | 37,656,988            | 141,750                                  |
| 2031                         | 37,805,463                    |  | 141,750            |                       | 37,663,713            | 141,750                                  |
| 2032                         | 37,800,306                    |  | 141,750            |                       | 37,658,556            | 141,750                                  |
| 2033                         | 17,801,450                    |  | 141,750            |                       | 17,659,700            | 141,750                                  |
| 2034                         | 17,805,050                    |  | 141,750            |                       | 17,663,300            | 141,750                                  |
| 2035                         | 17,807,675                    |  | 141,750            |                       | 17,665,925            | 141,750                                  |
| 2036                         | 17,800,525                    |  | 141,750            |                       | 17,658,775            | 141,750                                  |
| 2037                         | 17,802,225                    |  | 141,750            |                       | 17,660,475            | 141,750                                  |
| 2038                         | 17,803,000                    |  | 141,750            |                       | 17,661,250            | 141,750                                  |
| 2039                         | 15,618,950                    |  | 141,750            |                       | 15,477,200            | 141,750                                  |
| 2040                         | 17,911,850                    |  | 141,750            |                       | 17,770,100            | 141,750                                  |
| 2041                         | 17,915,725                    | \$1,775,000  | 97,375             |                       | 16,043,350            | 1,872,375                                |
| 2042                         | 14,013,850                    | 1,060,000  | 26,500             |                       | 12,927,350            | 1,086,500                                |
| <b>Totals</b>                | <b>\$570,057,331</b>          | <b>\$2,835,000</b>                                       | <b>\$2,604,500</b> | <b>\$3,057,597</b>    | <b>\$564,617,831</b>  | <b>\$5,439,500</b>                       |

|  |                    |
|--|--------------------|
| <b>Cost of Defeasance (a):</b>         | <b>\$3,072,597</b> |
| <b>Estimated Debt Service Savings:</b> | <b>\$2,366,903</b> |

\* Preliminary, subject to change.

(a) Includes a cash deposit of \$3,057,597 and estimated costs of issuance of \$15,000.



# Estimated Debt Service Tax Rate Impact

## Pearland Independent School District

### 2022-2023 Debt Service Tax Rate Analysis

**Preliminary Taxable Assessed Valuation Growth 2022/23 - Includes Proposed \$2,835,000 Cash Defeasance**

| Year           | Total Outstanding Bond Payments | Cash Defeasance of Series 2017 Bonds \$2,835,000 |                          | Total Combined Bond Payments | Less: Frozen Levy, Delinquent Tax Collections & Interest Earnings | Less: Adjusted I&S Hold Harmless | Net Combined Bond Payments | Taxable Assessed Valuation (Net of Frozen) | Assessed Valuation Growth Rate (%) | Projected I&S Tax Rate |                     | November 2016 Bond Election Projections |                     |
|----------------|---------------------------------|--|--------------------------|------------------------------|---|----------------------------------|----------------------------|--|------------------------------------|------------------------|---------------------|---|---------------------|
|                |                                 | Less: Bonds to be Defeased                       | Plus: Cost of Defeasance |                              |   |                                  |                            |  |                                    | I&S Tax Rate           | Tax Rate Difference | I&S Tax Rate                            | Tax Rate Difference |
| 2021/22        | \$33,171,313                    |  |                          | \$33,171,313                 | \$1,000,000   | \$0                              | \$32,171,313               | \$9,365,745,580                            |                                    | \$0.3956               |                     | \$0.4356                                | \$0.0100            |
| <b>2022/23</b> | <b>34,037,688</b>               | <b>\$70,875</b>                                  | <b>\$3,072,597</b>       | <b>37,039,410</b>            | <b>0</b>  | <b>740,000</b>                   | <b>36,282,410</b>          | <b>10,528,114,243</b>                      | <b>5.58%</b>                       | <b>0.3481</b>          | <b>(\$0.0475)</b>   | <b>0.4356</b>                           |                     |
| 2023/24        | 34,903,563                      | 141,750  |                          | 34,761,813                   | 0   | 750,000                          | 34,124,813                 | 10,791,317,099                             | 2.50%                              | 0.3194                 | (\$0.0287)          | 0.4356                                  |                     |
| 2024/25        | 35,764,563                      | 141,750  |                          | 35,622,813                   | 0   | 750,000                          | 34,891,813                 | 11,034,121,734                             | 2.25%                              | 0.3194                 |                     | 0.4356                                  |                     |
| 2025/26        | 36,621,938                      | 141,750  |                          | 36,480,188                   | 0   | 750,000                          | 35,590,188                 | 11,254,804,168                             | 2.00%                              | 0.3194                 |                     | 0.4456                                  | 0.0100              |
| 2026/27        | 36,625,263                      | 141,750  |                          | 36,483,513                   | 0   | 750,000                          | 35,733,513                 | 11,367,352,210                             | 1.00%                              | 0.3175                 | (\$0.0019)          | 0.4456                                  |                     |
| 2027/28        | 36,624,938                      | 141,750  |                          | 36,483,188                   | 0   | 750,000                          | 35,733,188                 | 11,367,352,210                             |                                    | 0.3175                 |                     | 0.4456                                  |                     |
| 2028/29        | 36,623,263                      | 141,750  |                          | 36,481,513                   | 0   | 750,000                          | 35,735,513                 | 11,367,352,210                             |                                    | 0.3175                 |                     | 0.4456                                  |                     |
| 2029/30        | 37,798,738                      | 141,750  |                          | 37,656,988                   | 0   | 0                                | 37,666,988                 | 11,367,352,210                             |                                    | 0.3347                 | \$0.0172            | 0.4456                                  |                     |
| 2030/31        | 37,805,463                      | 141,750  |                          | 37,663,713                   | 0   | 0                                | 37,666,713                 | 11,367,352,210                             |                                    | 0.3347                 |                     | 0.4456                                  |                     |
| 2031/32        | 37,800,306                      | 141,750  |                          | 37,658,556                   | 0   | 0                                | 37,666,556                 | 11,367,352,210                             |                                    | 0.3347                 |                     | 0.4456                                  |                     |
| 2032/33        | 17,801,450                      | 141,750  |                          | 17,659,700                   | 0   | 0                                | 17,659,700                 | 11,367,352,210                             |                                    | 0.1569                 | (\$0.1778)          | 0.2088                                  | (0.2368)            |
| 2033/34        | 17,805,050                      | 141,750  |                          | 17,663,300                   | 0   | 0                                | 17,663,300                 | 11,367,352,210                             |                                    | 0.1570                 |                     | 0.2088                                  |                     |
| 2034/35        | 17,807,675                      | 141,750  |                          | 17,665,925                   | 0   | 0                                | 17,665,925                 | 11,367,352,210                             |                                    | 0.1570                 |                     | 0.2087                                  |                     |
| 2035/36        | 17,800,525                      | 141,750  |                          | 17,658,775                   | 0   | 0                                | 17,658,775                 | 11,367,352,210                             |                                    | 0.1569                 |                     | 0.2087                                  |                     |
| 2036/37        | 17,802,225                      | 141,750  |                          | 17,660,475                   | 0   | 0                                | 17,660,475                 | 11,367,352,210                             |                                    | 0.1569                 |                     | 0.2087                                  |                     |
| 2037/38        | 17,803,000                      | 141,750  |                          | 17,661,250                   | 0   | 0                                | 17,661,250                 | 11,367,352,210                             |                                    | 0.1569                 |                     | 0.2088                                  |                     |
| 2038/39        | 15,618,950                      | 141,750  |                          | 15,477,200                   | 0   | 0                                | 15,477,200                 | 11,367,352,210                             |                                    | 0.1375                 |                     | 0.2087                                  |                     |
| 2039/40        | 17,911,850                      | 141,750  |                          | 17,770,100                   | 0   | 0                                | 17,770,100                 | 11,367,352,210                             |                                    | 0.1579                 |                     | 0.2087                                  |                     |
| 2040/41        | 17,915,725                      | 1,872,375  |                          | 16,043,350                   | 0   | 0                                | 16,043,350                 | 11,367,352,210                             |                                    | 0.1426                 |                     | 0.2088                                  |                     |
| 2041/42        | 14,013,850                      | 1,086,500  |                          | 12,927,350                   | 0   | 0                                | 12,927,350                 | 11,367,352,210                             |                                    | 0.1149                 |                     | 0.2087                                  |                     |
| <b>Totals</b>  | <b>\$570,057,331</b>            | <b>\$5,439,500</b>                               | <b>\$3,072,597</b>       | <b>\$567,690,428</b>         | <b>\$1,000,000</b>  | <b>\$5,240,000</b>               | <b>\$561,450,428</b>       | <b>Total Tax Rate Increase (Nov 2016):</b> |                                    | <b>\$0.0500</b>        |                     |   | <b>\$0.0700</b>     |



# Tentative Schedule of Events

## \$3,310,000\* Cash Defeasance of Series 2017 Bonds

| June - 2022 |    |    |    |    |    |    |
|-------------|----|----|----|----|----|----|
| S           | M  | T  | W  | T  | F  | S  |
|             |    |    | 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 |    |    |

| February - 2023 |    |    |    |    |    |    |
|-----------------|----|----|----|----|----|----|
| S               | M  | T  | W  | T  | F  | S  |
|                 |    |    | 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 |    |    |    |    |

| <b>Date</b>                 | <b>Action</b>   | <b>Role</b>      |
|-----------------------------|---|------------------|
| Tuesday, June 14, 2022      | Board Meeting to Discuss Cash Defeasance and Approve Escrow Resolution and Schedule of Events | PISD, WIN, BOKFS |
| Thursday, February 2, 2023  | Solicit Bids, Structure, Size and Verify the Escrow   | PISD, WIN, BOKFS |
| Thursday, February 16, 2023 | Defeasance/Pay-Off Closing  | PISD, WIN, BOKFS |

### PARTICIPANTS

PISD – Pearland Independent School District  
 BOKFS – BOK Financial Securities, Inc.  
 WIN – Winstead PC

\* Preliminary, subject to change.



## Board of Trustees Agenda Item Information

**Meeting Date: June 14, 2022**

**Meeting Type**

- Regular Meeting  
 Special Meeting/Workshop  
 Hearing

**Date Submitted: June 6, 2022**

**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    |

**Subject: Consider Approval of Fiscal Year 2022-23 Budget**

**Executive Summary:** Administration presented and discussed the proposed FY 2022-23 budget on January 25<sup>th</sup>, March 29<sup>th</sup>, and May 17<sup>th</sup>. The District published the proposed budget on Wednesday, June 1, 2022 in The Reporter News and the District's website and conducted a Public Hearing on June 14, 2022 as required by law, giving the opportunity for taxpayer comments.

The District's Proposed Annual Budget for fiscal year 2022-23 is attached; as presented, the proposed budget covers all estimated revenues and proposed expenditures of the District's General Fund, Food Service Fund and Debt Service Fund for the fiscal year starting July 1, 2022, in accordance with Section 44.002 of the Texas Education Code.

The budget may be amended during the 2022-23 fiscal year to address changes in projected revenue and expenditures. The 2022 tax rate will be proposed for adoption at a future board meeting.

**Associated District Goal:** All District Goals.

**Fiscal Impact:**

**Cost:**

- Recurring  
 One-Time  
 No Fiscal Impact

**Funding Source:**

- General Fund  
 Food Service Fund  
 Debt Service Fund

**Fiscal Year:**

Amendment Required?

- Yes  
 No

**Superintendent's Recommendation:** That the board approves the fiscal year 2022-23 budget for the district's General Operating Fund, Food Service Fund and Debt Service Fund as presented.

**Department Submitting:** Administration

**Requested By:** Jorgannie Carter, CFO

**Cabinet Member's Approval:** Larry Berger,  
Superintendent

**Board Approval Required:**  Yes  No

PEARLAND INDEPENDENT SCHOOL DISTRICT  
 COMBINED BUDGET SUMMARY  
 GENERAL OPERATING FUND, FOOD SERVICE FUND, AND DEBT SERVICE FUND  
 FOR THE FISCAL YEAR ENDING JUNE 30, 2023

|                                       | <b>GENERAL<br/>FUND</b> | <b>FOOD<br/>SERVICE<br/>FUND</b> | <b>DEBT<br/>SERVICE<br/>FUND</b> | <b>2022-23<br/>TOTAL<br/>BUDGET</b> |
|---------------------------------------|-------------------------|----------------------------------|----------------------------------|-------------------------------------|
| <b>Revenues</b>                       |                         |                                  |                                  |                                     |
| 5700 Local and Intermediate Sources   | \$90,885,187            | \$4,759,875                      | \$33,059,233                     | \$128,704,295                       |
| 5800 State Program Revenue            | 99,219,763              | 300,000                          | 739,673                          | 100,259,436                         |
| 5900 Federal Program Revenue          | 2,170,444               | 4,924,450                        | -                                | 7,094,894                           |
| Total Revenues                        | <u>192,275,394</u>      | <u>9,984,325</u>                 | <u>33,798,906</u>                | <u>236,058,625</u>                  |
| <b>Expenditures</b>                   |                         |                                  |                                  |                                     |
| 11 Instruction                        | 111,066,676             | -                                | -                                | 111,066,676                         |
| 12 Instructional Res. & Media Svcs.   | 1,985,558               | -                                | -                                | 1,985,558                           |
| 13 Curriculum & Staff Development     | 5,612,352               | -                                | -                                | 5,612,352                           |
| 21 Instructional Leadership           | 2,629,369               | -                                | -                                | 2,629,369                           |
| 23 School Leadership                  | 12,915,801              | -                                | -                                | 12,915,801                          |
| 31 Guidance & Counseling              | 8,420,879               | -                                | -                                | 8,420,879                           |
| 32 Social Work Services               | 818,594                 | -                                | -                                | 818,594                             |
| 33 Health Services                    | 2,277,177               | -                                | -                                | 2,277,177                           |
| 34 Student Transportation             | 7,832,815               | -                                | -                                | 7,832,815                           |
| 35 Food Service                       | -                       | 10,204,532                       | -                                | 10,204,532                          |
| 36 Extra-Curricular Activities        | 4,729,041               | -                                | -                                | 4,729,041                           |
| 41 General Administration             | 5,617,749               | -                                | -                                | 5,617,749                           |
| 51 Plant Maintenance & Operations     | 23,334,837              | -                                | -                                | 23,334,837                          |
| 52 Security & Monitoring Services     | 1,933,595               | -                                | -                                | 1,933,595                           |
| 53 Data Processing Services           | 4,810,685               | -                                | -                                | 4,810,685                           |
| 61 Community Service                  | 7,439                   | -                                | -                                | 7,439                               |
| 71 Debt Service                       | 870,672                 | 4,000                            | 37,539,610                       | 38,414,282                          |
| 95 Pymt. to Juvenile Justice Alt. Ed. | 80,000                  | -                                | -                                | 80,000                              |
| 99 Other Intergovernmental Charges    | 737,128                 | -                                | -                                | 737,128                             |
| Total Expenditures                    | <u>195,680,367</u>      | <u>10,208,532</u>                | <u>37,539,610</u>                | <u>243,428,509</u>                  |
| Revenues Over/(Under) Expenditures    | <u>(3,404,973)</u>      | <u>(224,207)</u>                 | <u>(3,740,704)</u>               | <u>(7,369,884)</u>                  |
| Other Financing Sources/(Uses)        | <u>-</u>                | <u>-</u>                         | <u>-</u>                         | <u>-</u>                            |
| Net Change in Fund Balance            | (3,404,973)             | (224,207)                        | (3,740,704)                      | (7,369,884)                         |
| Fund Balance, Beginning               | 59,211,749              | 3,910,093                        | 21,133,560                       | 84,255,402                          |
| Fund Balance, Ending                  | <u>\$55,806,776</u>     | <u>\$3,685,886</u>               | <u>\$17,392,856</u>              | <u>\$76,885,518</u>                 |



## Board of Trustees Agenda Item Information

**Meeting Date: June 14, 2022**

**Meeting Type**

- Regular Meeting  
 Special Meeting/Workshop  
 Hearing

**Agenda Placement**

- Public Hearing  
 Open Session  
 Executive Session  
 Recognition  
 Administrative Report  
 Consent Agenda  
 Regular Agenda  
 Information/Discussion

**Date Submitted:** June 8, 2022

**Subject: Designate Delegate/Alternate to the 2022 TASB Delegate Assembly**

**Executive Summary:** 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.

The 2022 Delegate Assembly will meet in conjunction with the TASB/TASA Convention in San Antonio, Texas, September 23-25, 2022. At the assembly PISD's representative will hear reports from the TASB Board and its committees, elect association officers and trustees, and consider resolutions submitted by member districts.

Delegates play a pivotal role in guiding TASB as they consider a comprehensive list of relevant issues during the annual assembly. Ultimately the strength of TASB's advocacy and voice rests in the involvement and input from board members from every district in Texas.

The following chart has been prepared for a historical perspective.

| YEAR | DELEGATE                | ALTERNATE  |
|------|-------------------------|------------|
| 2019 | Lance Botkin            | Jeff Barry |
| 2020 | No In Person Conference |            |
| 2021 | Toni Carter             | Jeff Barry |

**Associated District Goal:** All World Class Goals apply to this agenda item.

**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 appoint a delegate and alternate for the 2022 TASB Delegate Assembly.

**Department Submitting:** Superintendent

**Requested By:** Larry Berger

**Cabinet Member's Approval:** Larry Berger

**Board Approval Required:**  Yes  No



## Board of Trustees Agenda Item Information

**Meeting Date:** June 14, 2022

**Meeting Type**

- Regular Meeting  
 Special Meeting/Workshop  
 Hearing

**Agenda Placement**

- Public Hearing  
 Open Session  
 Executive Session  
 Recognition  
 Administrative Report  
 Consent Agenda  
 Regular Agenda  
 Information/Discussion

**Date Submitted:** June 6, 2022

**Subject:** Interim Financial Statement Report as of April 30, 2022

**Executive Summary:** The attached Financial Statement Report provides an estimate for the Fiscal Year 2021-22 tenth-month period ending April 30, 2022.

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.) In addition, a CRRSA ESSER II and ARP ESSER III funds update has been added to these interim financial reports.

- **General Fund** – Revenues realized during the ten-month of operations total 73.9% of budget and actual expenditures total 79.6%.
- **Food Service Fund** – Revenues realized total 95.9% of the budget; actual expenditures total 79.7%.
- **Debt Service Fund** – Revenues realized total 97.0% of budget; all debt service payments have been made, including the cash defeasance of Series 2014 and 2017 Bonds totaling 100% of expenditures.
- **CRRSA ESSER II Fund** – As of April 30, 2022, expenses totaled 90.9%, with 89.1% drawn down (revenue); remaining ESSER III funds total \$521,834.
- **ARP ESSER III Fund**– As of April 30, 2022, current year expenses and reimbursements from prior years totaled 70.2%, with 66.6% drawn down (revenue); remaining ESSER III funds total \$3,827,291.
- **Tax Revenue and Collections** – As of April 30, 2022, tax collections totaled 96.2% compared to 96.5% for the same ten-month period in 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)  
April 30, 2022

|                                     | FISCAL YEAR 2021-2022 |                      |                      |                     |                                  | PRIOR YEAR COMPARISON    |                    |
|-------------------------------------|-----------------------|----------------------|----------------------|---------------------|----------------------------------|--------------------------|--------------------|
|                                     | BUDGET                |                      | YTD<br>Actual        | Remaining<br>Budget | Percent<br>Realized/<br>Expended | April 30, 2021<br>Actual | Variance           |
|                                     | Adopted               | Board<br>Amended     |                      |                     |                                  |                          |                    |
| <b>Revenues</b>                     |                       |                      |                      |                     |                                  |                          |                    |
| 5700 Local and Intermediate Sources | \$80,887,903          | \$83,622,620         | \$81,790,733         | \$1,831,887         | 97.8%                            | \$76,234,412             | \$5,556,321        |
| 5800 State Program Revenue          | 97,979,355            | 101,444,638          | 54,468,801           | 46,975,837          | 53.7%                            | 62,058,378               | (7,589,578)        |
| 5900 Federal Program Revenue        | 1,920,000             | 2,364,395            | 2,167,447            | 196,948             | 91.7%                            | 2,050,934                | 116,513            |
| Total Revenues                      | <u>180,787,258</u>    | <u>187,431,653</u>   | <u>138,426,980</u>   | <u>49,004,673</u>   | <u>73.9%</u>                     | <u>140,343,724</u>       | <u>(1,916,744)</u> |
| <b>Expenditures by Function</b>     |                       |                      |                      |                     |                                  |                          |                    |
| 11 Instruction                      | 115,306,905           | 120,568,454          | 97,305,397           | 23,263,057          | 80.7%                            | 92,462,917               | 4,842,480          |
| 12 Instructional Res. & Media Svcs. | 1,938,078             | 1,963,078            | 1,566,682            | 396,396             | 79.8%                            | 1,554,783                | 11,899             |
| 13 Curriculum & Staff Development   | 5,776,425             | 5,745,323            | 4,432,996            | 1,312,327           | 77.2%                            | 4,386,831                | 46,165             |
| 21 Instructional Leadership         | 2,987,565             | 3,051,453            | 2,345,132            | 706,321             | 76.9%                            | 2,175,670                | 169,462            |
| 23 School Leadership                | 12,893,376            | 12,897,817           | 10,345,679           | 2,552,138           | 80.2%                            | 10,359,741               | (14,061)           |
| 31 Guidance & Counseling            | 7,999,183             | 7,968,995            | 6,451,355            | 1,517,640           | 81.0%                            | 6,355,631                | 95,724             |
| 32 Social Work Services             | 808,424               | 697,351              | 548,072              | 149,279             | 78.6%                            | 642,807                  | (94,735)           |
| 33 Health Services                  | 2,456,183             | 2,457,896            | 1,769,272            | 688,624             | 72.0%                            | 1,799,585                | (30,312)           |
| 34 Student Transportation           | 7,878,785             | 7,886,901            | 5,846,109            | 2,040,792           | 74.1%                            | 5,540,669                | 305,440            |
| 36 Extra-Curricular Activities      | 4,739,675             | 4,753,759            | 3,663,335            | 1,090,424           | 77.1%                            | 3,687,235                | (23,900)           |
| 41 General Administration           | 5,710,870             | 5,777,671            | 4,570,117            | 1,207,554           | 79.1%                            | 4,120,374                | 449,744            |
| 51 Plant Maintenance & Operations   | 23,210,525            | 23,223,024           | 17,405,741           | 5,817,283           | 75.0%                            | 18,760,988               | (1,355,248)        |
| 52 Security & Monitoring Services   | 2,076,052             | 2,424,350            | 1,985,952            | 438,398             | 81.9%                            | 1,679,600                | 306,352            |
| 53 Data Processing Services         | 4,717,990             | 5,045,065            | 4,392,303            | 652,762             | 87.1%                            | 4,290,034                | 102,269            |
| 61 Community Service                | 5,669                 | 9,669                | 4,471                | 5,198               | 46.2%                            | 1,452                    | 3,018              |
| 71 Debt Service                     | -                     | 880,689              | 744,681              | 136,008             | 84.6%                            | -                        | 744,681            |
| 95 Payment to JJAEP                 | 80,000                | 80,000               | 10,000               | 70,000              | 12.5%                            | 7,500                    | 2,500              |
| 99 Other Intergovernmental Charges  | 727,128               | 737,128              | 655,052              | 82,076              | 88.9%                            | 638,797                  | 16,255             |
| Total Expenditures                  | <u>199,312,833</u>    | <u>206,168,623</u>   | <u>164,042,347</u>   | <u>42,126,276</u>   | <u>79.6%</u>                     | <u>158,464,614</u>       | <u>5,577,732</u>   |
| Revenues Over/(Under) Expenditures  | (18,525,575)          | (18,736,970)         | (25,615,367)         | 6,878,397           | -5.7%                            | (18,120,890)             | (7,494,476)        |
| Other Financing Sources/(Uses)      | -                     | 10,335,160           | 10,006,923           | 328,237             | 96.8%                            | 8,659                    | 9,998,264          |
| Net Change in Fund Balance          | (18,525,575)          | (8,401,810)          | (15,608,444)         | \$7,206,634         |                                  | (\$18,112,232)           | \$2,503,788        |
| Fund Balance 7/1/21                 | <u>\$67,028,559</u>   | <u>67,028,559</u>    |                      |                     |                                  |                          |                    |
| Estimated Fund Balance 6/30/22      |                       | <u>\$58,626,749</u>  |                      |                     |                                  |                          |                    |
| <b>Expenditures by Major Object</b> |                       |                      |                      |                     |                                  |                          |                    |
| 61XX Payroll                        | \$171,883,968         | \$170,401,853        | \$135,675,095        | \$34,726,758        | 79.6%                            | \$136,265,118            | (\$590,023)        |
| 62XX Contracted Services            | 13,045,039            | 12,396,015           | 9,097,095            | 3,298,920           | 73.4%                            | 10,378,553               | (1,281,458)        |
| 63XX Supplies and Materials         | 10,159,115            | 8,059,012            | 5,482,462            | 2,576,550           | 68.0%                            | 7,934,575                | (2,452,113)        |
| 64XX Other Operating Expenditures   | 4,050,538             | 3,932,612            | 3,052,600            | 880,012             | 77.6%                            | 3,721,320                | (668,720)          |
| 65XX Debt Service                   | -                     | 876,789              | 744,681              | 132,108             | 84.9%                            | -                        | 744,681            |
| 66XX Capital Outlay                 | 174,173               | 10,502,342           | 9,990,414            | 511,928             | 95.1%                            | 165,048                  | 9,825,366          |
| Total Expenditures                  | <u>\$199,312,833</u>  | <u>\$206,168,623</u> | <u>\$164,042,347</u> | <u>\$42,126,276</u> | <u>79.6%</u>                     | <u>\$158,464,614</u>     | <u>\$5,577,732</u> |

PEARLAND INDEPENDENT SCHOOL DISTRICT  
 FOOD SERVICE FUND  
 Interim Statement of Revenues and Expenditures (Unaudited)  
 April 30, 2022

|                                     | FISCAL YEAR 2021-2022 |                           |                    |                     |                                  | PRIOR YEAR COMPARISON    |                    |
|-------------------------------------|-----------------------|---------------------------|--------------------|---------------------|----------------------------------|--------------------------|--------------------|
|                                     | BUDGET                |                           |                    |                     |                                  | April 30, 2021<br>Actual | Variance           |
|                                     | Adopted               | Board<br>Amended          | YTD<br>Actual      | Remaining<br>Budget | Percent<br>Realized/<br>Expended |                          |                    |
| <b>Revenues</b>                     |                       |                           |                    |                     |                                  |                          |                    |
| 5700 Local and Intermediate Sources | \$4,822,150           | \$1,500,000               | \$1,488,398        | \$11,602            | 99.2%                            | \$784,620                | \$703,778          |
| 5800 State Program Revenue          | 300,000               | 300,000                   | 187,936            | 112,064             | 62.6%                            | 229,733                  | (41,797)           |
| 5900 Federal Program Revenue        | 4,093,200             | 10,691,808                | 10,308,305         | 383,502             | 96.4%                            | 4,331,900                | 5,976,405          |
| Total Revenues                      | <u>9,215,350</u>      | <u>12,491,808</u>         | <u>11,984,639</u>  | <u>507,168</u>      | <u>95.9%</u>                     | <u>5,346,254</u>         | <u>6,638,385</u>   |
| <b>Expenditures by Function</b>     |                       |                           |                    |                     |                                  |                          |                    |
| 35 Food Service                     | 9,215,350             | 11,086,853                | 8,837,392          | 2,249,460           | 79.7%                            | 6,344,774                | 2,492,618          |
| 71 Debt Service                     | -                     | 1,989                     | 1,658              | 332                 | 83.3%                            | -                        | 1,658              |
| 81 Capital Outlay                   | -                     | -                         | -                  | -                   | -                                | 240,152                  | (240,152)          |
| Total Expenditures                  | <u>9,215,350</u>      | <u>11,088,842</u>         | <u>8,839,050</u>   | <u>2,249,792</u>    | <u>79.7%</u>                     | <u>6,584,927</u>         | <u>2,254,123</u>   |
| Revenues Over/(Under) Expenditures  | -                     | 1,402,966                 | 3,145,589          | (1,742,623)         | 16.2%                            | (1,238,673)              | 4,384,263          |
| Other Financing Sources/(Uses)      | -                     | 2,818                     | 2,818              | -                   | 100.0%                           | -                        | 2,818              |
| Net Change in Fund Balance          | -                     | 1,405,784                 | \$3,148,407        | (\$1,742,623)       |                                  | (1,238,673)              | \$4,387,081        |
| Fund Balance 7/1/21                 | <u>\$974,015</u>      | <u>974,015</u>            |                    |                     |                                  |                          |                    |
| Estimated Fund Balance 6/30/22      |                       | <u><u>\$2,379,799</u></u> |                    |                     |                                  |                          |                    |
| <b>Expenditures by Major Object</b> |                       |                           |                    |                     |                                  |                          |                    |
| 61XX Payroll                        | \$4,265,370           | \$4,930,774               | \$3,549,761        | \$1,381,013         | 72.0%                            | \$3,451,622              | \$98,139           |
| 62XX Contracted Services            | 61,900                | 68,905                    | 42,573             | 26,332              | 61.8%                            | 48,240                   | (5,667)            |
| 63XX Supplies and Materials         | 4,836,880             | 6,022,220                 | 5,234,379          | 787,840             | 86.9%                            | 2,832,957                | 2,401,422          |
| 64XX Other Operating Expenditures   | 11,200                | 12,891                    | 7,861              | 5,030               | 61.0%                            | 5,552                    | 2,309              |
| 65XX Debt Service                   | -                     | 1,989                     | 1,658              | 332                 | 83.3%                            | -                        | 1,658              |
| 66XX Capital Outlay                 | 40,000                | 52,063                    | 2,818              | 49,245              | 5.4%                             | 246,556                  | (243,738)          |
| Total Expenditures                  | <u>\$9,215,350</u>    | <u>\$11,088,842</u>       | <u>\$8,839,050</u> | <u>\$2,249,792</u>  | <u>79.7%</u>                     | <u>\$6,584,927</u>       | <u>\$2,254,123</u> |

PEARLAND INDEPENDENT SCHOOL DISTRICT  
DEBT SERVICE FUND  
Interim Statement of Revenues and Expenditures (Unaudited)  
April 30, 2022

|                                     | FISCAL YEAR 2021-2022 |                            |                     |                     |                                  | PRIOR YEAR COMPARISON    |                    |
|-------------------------------------|-----------------------|----------------------------|---------------------|---------------------|----------------------------------|--------------------------|--------------------|
|                                     | BUDGET                |                            |                     |                     |                                  | April 30, 2021<br>Actual | Variances          |
|                                     | Adopted               | Board<br>Amended           | YTD<br>Actual       | Remaining<br>Budget | Percent<br>Realized/<br>Expended |                          |                    |
| <b>Revenues</b>                     |                       |                            |                     |                     |                                  |                          |                    |
| 5700 Local and Intermediate Sources | \$35,816,407          | \$35,816,407               | \$34,707,220        | \$1,109,187         | 96.9%                            | \$35,861,882             | (\$1,154,662)      |
| 5800 State Program Revenue          | 468,207               | 707,788                    | 707,788             | -                   | 100.0%                           | 467,156                  | 240,632            |
| Total Revenues                      | <u>36,284,614</u>     | <u>36,524,195</u>          | <u>35,415,008</u>   | <u>1,109,187</u>    | <u>97.0%</u>                     | <u>36,329,038</u>        | <u>(914,030)</u>   |
| <b>Expenditures by Function</b>     |                       |                            |                     |                     |                                  |                          |                    |
| 71 Debt Service                     | 41,214,189            | 40,914,189                 | 40,898,857          | 15,332              | 100.0%                           | 36,373,613               | 4,525,245          |
| Total Expenditures                  | <u>41,214,189</u>     | <u>40,914,189</u>          | <u>40,898,857</u>   | <u>15,332</u>       | <u>100.0%</u>                    | <u>36,373,613</u>        | <u>4,525,245</u>   |
| Revenues Over/(Under) Expenditures  | (4,929,575)           | (4,389,994)                | (5,483,849)         | 1,093,855           | -3.0%                            | (44,575)                 | (5,439,275)        |
| Other Financing Sources/(Uses)      | -                     | -                          | -                   | -                   | -                                | (446,741)                | 446,741            |
| Net Change in Fund Balance          | (4,929,575)           | (4,389,994)                | (\$5,483,849)       | \$1,093,855         |                                  | (\$491,316)              | (\$4,992,533)      |
| Fund Balance 7/1/21                 | <u>\$25,523,554</u>   | <u>25,523,554</u>          |                     |                     |                                  |                          |                    |
| Estimated Fund Balance 6/30/22      |                       | <u><u>\$21,133,560</u></u> |                     |                     |                                  |                          |                    |
| <b>Expenditures by Major Object</b> |                       |                            |                     |                     |                                  |                          |                    |
| 65XX Debt Service                   | \$41,214,189          | \$40,914,189               | \$40,898,857        | \$15,332            | 100.0%                           | \$36,373,613             | \$4,525,245        |
| Total Expenditures                  | <u>\$41,214,189</u>   | <u>\$40,914,189</u>        | <u>\$40,898,857</u> | <u>\$15,332</u>     | <u>100.0%</u>                    | <u>\$36,373,613</u>      | <u>\$4,525,245</u> |

PEARLAND INDEPENDENT SCHOOL DISTRICT  
 CRRSA ESSER II  
 Interim Statement of Revenues and Expenditures (Unaudited)  
 April 30, 2022

FY 2021 AND FY 2022

|                                     | Grant Award        | Life-to-Date Actual | Remaining Budget | Percent Realized/ Expended |
|-------------------------------------|--------------------|---------------------|------------------|----------------------------|
| <b>Revenues</b>                     |                    |                     |                  |                            |
| 5900 Federal Program Revenue        | \$5,709,795        | \$5,086,415         | \$623,380        | 89.1%                      |
| Indirect Costs                      | (614,039)          | (545,176)           | (68,863)         | 88.8%                      |
| Total Revenues                      | <u>5,095,756</u>   | <u>4,541,239</u>    | <u>554,517</u>   | <u>89.1%</u>               |
| <b>Expenditures by Function</b>     |                    |                     |                  |                            |
| 11 Instruction                      | 1,134,817          | 681,846             | 452,972          | 60.1%                      |
| 12 Instructional Res. & Media Svcs. | 60,817             | 60,817              | -                | 100.0%                     |
| 13 Curriculum & Staff Development   | 256,649            | 256,649             | -                | 100.0%                     |
| 21 Instructional Leadership         | 24,932             | 24,932              | -                | 100.0%                     |
| 23 School Leadership                | 671,472            | 671,472             | -                | 100.0%                     |
| 31 Guidance & Counseling            | 179,001            | 179,001             | -                | 100.0%                     |
| 32 Social Work Services             | 4,663              | 4,663               | -                | 100.0%                     |
| 33 Health Services                  | 132,839            | 132,839             | -                | 100.0%                     |
| 34 Student Transportation           | 647,338            | 647,338             | -                | 100.0%                     |
| 35 Food Service                     | 17,978             | 17,978              | -                | 100.0%                     |
| 36 Extra-Curricular Activities      | 129,736            | 129,736             | -                | 100.0%                     |
| 41 General Administration           | 184,870            | 184,870             | -                | 100.0%                     |
| 51 Plant Maintenance & Operations   | 1,340,636          | 1,340,636           | -                | 100.0%                     |
| 52 Security & Monitoring Services   | 59,308             | 59,308              | -                | 100.0%                     |
| 53 Data Processing Services         | 250,698            | 250,698             | -                | 100.0%                     |
| Total Expenditures                  | <u>5,095,756</u>   | <u>4,642,784</u>    | <u>452,972</u>   | <u>91.1%</u>               |
| Revenues Over/(Under) Expenditures  | -                  | (101,545)           | 101,545          | -2.0%                      |
| Other Financing Sources/(Uses)      | -                  | -                   | -                | 0.0%                       |
| Net Change in Fund Balance          | -                  | (\$101,545)         | \$101,545        |                            |
| <b>Expenditures by Major Object</b> |                    |                     |                  |                            |
| 61XX Payroll                        | \$5,095,756        | \$4,642,784         | \$452,972        | 91.1%                      |
| Total Expenditures                  | <u>\$5,095,756</u> | <u>\$4,642,784</u>  | <u>\$452,972</u> | <u>91.1%</u>               |

PEARLAND INDEPENDENT SCHOOL DISTRICT  
 ARP ESSER III  
 Interim Statement of Revenues and Expenditures (Unaudited)  
 April 30, 2022

FY 2021 AND FY 2022

|                                     | Grant Award        | Life-to-Date Actual | Remaining Budget   | Percent Realized/ Expended |
|-------------------------------------|--------------------|---------------------|--------------------|----------------------------|
| <b>Revenues</b>                     |                    |                     |                    |                            |
| 5900 Federal Program Revenue        | \$12,827,530       | \$8,548,925         | \$4,278,605        | 66.6%                      |
| Indirect Costs                      | (1,375,582)        | (919,362)           | (456,220)          | 66.8%                      |
| Total Revenues                      | <u>11,451,948</u>  | <u>7,629,563</u>    | <u>3,822,385</u>   | <u>66.6%</u>               |
| <b>Expenditures by Function</b>     |                    |                     |                    |                            |
| 11 Instruction                      | 7,651,227          | 4,280,156           | 3,371,071          | 55.9%                      |
| 12 Instructional Res. & Media Svcs. | 23,494             | 23,494              | -                  | 100.0%                     |
| 13 Curriculum & Staff Development   | 71,818             | 71,818              | -                  | 100.0%                     |
| 21 Instructional Leadership         | 12,216             | 12,216              | -                  | 100.0%                     |
| 23 School Leadership                | 113,137            | 113,137             | -                  | 100.0%                     |
| 31 Guidance & Counseling            | 89,327             | 89,327              | -                  | 100.0%                     |
| 32 Social Work Services             | 114,513            | 114,513             | -                  | 100.0%                     |
| 33 Health Services                  | 29,421             | 29,421              | -                  | 100.0%                     |
| 34 Student Transportation           | 69,553             | 69,553              | -                  | 100.0%                     |
| 36 Extra-Curricular Activities      | 16,092             | 16,092              | -                  | 100.0%                     |
| 41 General Administration           | 31,664             | 31,664              | -                  | 100.0%                     |
| 51 Plant Maintenance & Operations   | 159,310            | 159,310             | -                  | 100.0%                     |
| 52 Security & Monitoring Services   | 18,625             | 18,625              | -                  | 100.0%                     |
| 53 Data Processing Services         | 22,690             | 22,690              | -                  | 100.0%                     |
| Total Expenditures                  | <u>8,423,087</u>   | <u>5,052,016</u>    | <u>3,371,071</u>   | <u>60.0%</u>               |
| Revenues Over/(Under) Expenditures  | 3,028,861          | 2,577,547           | 451,314            | 6.6%                       |
| Other Financing Sources/(Uses)      | <u>(3,028,861)</u> | <u>(3,028,861)</u>  | <u>-</u>           | <u>100.0%</u>              |
| Net Change in Fund Balance          | -                  | (\$451,314)         | \$451,314          |                            |
| <b>Expenditures by Major Object</b> |                    |                     |                    |                            |
| 61XX Payroll                        | \$2,998,027        | \$2,556,258         | \$441,769          | 85.3%                      |
| 62XX Contracted Services            | 5,396,660          | 2,421,231           | 2,975,429          | 44.9%                      |
| 63XX Supplies and Materials         | 28,400             | 27,683              | 717                | 97.5%                      |
| Total Expenditures                  | <u>\$8,423,087</u> | <u>\$5,005,172</u>  | <u>\$3,417,915</u> | <u>59.4%</u>               |

PEARLAND INDEPENDENT SCHOOL DISTRICT  
ANALYSIS OF TAX REVENUE & COLLECTIONS  
As of April 30, 2022

| <b>TAX RATE</b>                | <b>Adopted*</b> |
|--------------------------------|-----------------|
| Maintenance & Operations (M&O) | \$0.9196        |
| Interest & Sinking (I&S)       | 0.3956          |
| Total Tax Rate                 | <u>\$1.3152</u> |

| <b>TAXABLE VALUES &amp; TAX LEVY</b> |                        |                        |                    |
|--------------------------------------|------------------------|------------------------|--------------------|
|                                      | <b>Certified</b>       | <b>Adjusted</b>        | <b>% Inc/(Dec)</b> |
| <b>Taxable Values</b>                |                        |                        |                    |
| Certified Taxable Value              | \$8,716,021,138        | \$8,716,021,138        |                    |
| Adjustments                          | 679,354,906 *          | 651,750,184            |                    |
| Adjusted Taxable Value               | <u>\$9,395,376,044</u> | <u>\$9,367,771,322</u> | -0.3%              |
| <b>Tax Levy</b>                      |                        |                        |                    |
| Subtotal (/100 * Tax Rate)           | \$123,567,986          | \$123,204,928          |                    |
| Less: Over Age 65 and/or Frozen      | (4,000,000) *          | (4,998,158)            |                    |
| Net Tax Levy                         | <u>\$119,567,986</u>   | <u>\$118,206,770</u>   | -1.1%              |

\* Estimated for Budget Purposes

| <b>PROPERTY TAX REVENUE</b>         |                       |                      |                    |
|-------------------------------------|-----------------------|----------------------|--------------------|
|                                     | <b>Amended Budget</b> | <b>YTD Collected</b> | <b>% Collected</b> |
| <b>General Fund</b>                 |                       |                      |                    |
| 199 - Current Year Collections      | \$81,551,620          | \$79,546,501         | 97.5%              |
| 199 - Prior Year Collections        | 900,000               | 824,498              | 91.6%              |
| Total - General Fund                | <u>82,451,620</u>     | <u>80,370,999</u>    | 97.5%              |
| <b>Debt Service Fund</b>            |                       |                      |                    |
| 599 - Current Year Collections      | 35,331,407            | 34,219,876           | 96.9%              |
| 599 - Prior Year Actual Collections | 320,000               | 371,722              | 116.2%             |
| Total - Debt Service Fund           | <u>35,651,407</u>     | <u>34,591,598</u>    | 97.0%              |
| <b>Total - All Funds</b>            |                       |                      |                    |
| Total Current Year Collections      | 116,883,027           | 113,766,377          | 97.3%              |
| Total Prior Year Collections        | 1,220,000             | 1,196,220            | 98.1%              |
| Total - All Funds                   | <u>\$118,103,027</u>  | <u>\$114,962,597</u> | 97.3%              |

| <b>PERCENTAGE OF TAX LEVY COLLECTED AS OF APRIL 30, 2022</b> |                  |                 |
|--|------------------|-----------------|
| <b>Compared to Net Tax Levy:</b>                             | <b>Certified</b> | <b>Adjusted</b> |
| FY 2021-22   | 95.1%            | 96.2%           |
| FY 2020-21   |                  | 96.5%           |

Note: The information on this analysis reflects tax collections as of April 30, 2022 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.



## Board of Trustees Agenda Item Information

**Meeting Date: June 14, 2022**

**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: June 8, 2022**

**Subject: Review of Safe and Secure School Infrastructure and Processes**

On June 1, 2022, Governor Greg Abbott sent a letter to TEA and the Texas School Safety Center (TxSSC) outlining expectations for school safety following the tragedy of Robb Elementary in Uvalde, TX. School districts are challenged to work to ensure that a culture of constant vigilance is engrained in every campus and in every employee.

The administrative report is to review the current safety infrastructure and processes for Pearland ISD and ensure that through discussion and critical evaluation Pearland ISD is aligned with the orders of the State of Texas and best practices. The goal is to continue to bolster our efforts to protect innocent lives and prevent future tragedies from occurring.

Link to PDF of report: [Board Safe & Secure School Presentation 6.14.22 \(1\).pdf](#)

**Associated District Goal: 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  
 Debt Service Funds

**Fiscal Year:**

- Amendment Required?  
 Yes  
 No

**Superintendent's Recommendation:** Review and discussion

**Department Submitting:** Safe and Secure Schools

**Requested By:** Larry Berger

**Cabinet Member's Approval:** Larry Berger

**Board Approval Required:**  Yes  No