

Agenda of REGULAR MEETING

The Board of Trustees

Pearland Independent School District

Notice is hereby given that a Regular Meeting of the Pearland Independent School District will be held on **Tuesday, April 12, 2022**, beginning at 5:00 PM at Pearland Independent School District, 1928 North Main, Pearland, Texas 77581.

The meeting will also be live streamed:

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

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

<https://www.pearlandisd.org/publiccomment>. This form must be completed and submitted prior to April 11, 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. **Introductory Remarks** - Trustee Carter
4. **Board Recognition**
5. **Board Members Committee Update**
6. **Closed Meeting** as Authorized by Section 551.001 et seq. of the Government Code - If during the course of the meeting, the Board of Trustees determines that a Closed Session is required for any purpose permitted by the Act, then such Closed Session will be held as authorized by the Texas Open Meetings Act.
 - 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
 3. Recommendation for the Contract Renewal of District and Campus Educators
 4. Recommendation for the Contract Approval of Superintendent
 5. Proposed Nonrenewal of Term Contract Teacher(s)
 - 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
7. **Reconvene in Open Session**
8. **Consider Action on Items Discussed in Closed Session** as Listed Under Closed Meeting in this Notice
9. **Public Comment** [Length of time of each not to exceed three (3) minutes]
10. **New Business** - Consideration of and Possible Action on the Following
 - A. **Consent Agenda**
 1. Approve Minutes of the Regular Board Meeting on March 8, 2022 and Special Board Meetings on March 10, 2022, March 22, 2022 and March 29, 2022

2. Approve Procured Budgeted Purchases that Aggregate \$75,000 or More	15
3. Consider Approval of Pricing Formula Amendment for Motor Vehicle Fuel	30
4. Consider Approval of Award for Third - Party Administrator for Supplemental Benefits and Internet Based Enrollment System	32
5. Consider and Approve the Interlocal Participation Agreement (IPA) amendment between Pearland ISD and TASB Risk Management Fund	36
6. Consider Approval of Contract Extension of RFP - #18-0510-16 for Student Athletic Insurance Coverage and Catastrophic Student Athletic Coverage with Greater East Texas Insurance Associates	44
7. Consideration and Acceptance of Donated Property to Pearland ISD from San Jacinto Community College District	47
B. Regular Agenda	
1. Consider to Approve the Method of Procurement for the Synthetic Turf Replacement Project at Dawson High School and award a contract to Hellas Construction, Inc.	54
2. Consider to Approve Design and Professional Services Consultant for Roof Replacements at the Silvercrest, Silverlake, and Carlestone Elementary Campuses	60
3. Consider to Approve the Contracting Method of Procurement for Roof Replacement Projects at Silvercrest, Silverlake and Carlestone Elementary Campuses	65
4. Consider to Approve 2022-2023 Salary and Compensation Package	66
11. Administrative Reports	
A. Board President's Annual Report on Board Member's Required Continuing Education Training	68
B. Interim Financial Statement Report as of February 28, 2022	70
12. Adjournment	

Certificate of Posting

On **the 8th of April, 2022 at 5:00 pm** this notice was made available on the district website and an original copy of this notice was posted at the school district education support center.

Secretary to Board of Trustees



Board of Trustees Agenda Item Information

Meeting Date: April 12, 2022

Meeting Type

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

Date Submitted: April 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 March 8, 2022, Regular Board Meeting and March 10, 2022, March 22, 2022 and March 29, 2022 Special Board Meetings

Executive Summary: Minutes of the March 8, 2022, Regular Board Meeting and March 10, 2022, March 22, 2022 and March 29, 2022 Special Board Meetings 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 March 8, 2022, Regular Board Meeting and March 10, 2022, March 22, 2022 and March 29, 2022 Special Board Meetings 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
March 8, 2022

The Board of Trustees of the Pearland Independent School District met in regular session on Tuesday, March 8, 2022 at 5:00 p.m. at 1928 North Main Street, Pearland, Texas in accordance with Chapter 551 of the Government Code.

The meeting was also livestreamed on the district YouTube channel.

Opening **1.0** After noting that a quorum was present, President Murphy opened the meeting at 5:03 p.m.

**Establishment
of a Quorum** **2.0**
Trustee Sean Murphy, President
Trustee Jeff Barry, Vice-President
Trustee Rebecca Decker, Secretary (Arrived at 5:47 p.m.)
Trustee Crystal Carbone
Trustee Toni Carter (Arrived at 5:05 p.m.)
Trustee Kris Schoeffler

Trustee Absent Trustee Lance Botkin

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

Recording Secretary Gina Guzzetta

Introductory Remarks **3.0** President Murphy provided a prayer of blessing for our district and expressed his appreciation for the staff; administration and teachers for all they do for our district.

Board Recognition **4.0** The following students and staff, were recognized for their outstanding contributions to Pearland ISD:

Several students were recognized from Dawson High School and Pearland High School for their participation in TMEA All – State Choir

Several students were recognized from Dawson High School and Pearland High School for their participation in TMEA All – State Band

Several students were recognized from Dawson High School for their TMEA Convention Percussion Ensemble Performance

Several students were recognized from Dawson High School for achieving the honor of National Merit Finalist

Mackenzie Kool, Dawson High School, UIL State Dive Finalist

Tony Barcelona and Berry Miller Junior High staff were recognized as recipients of the Texas School to Watch Award

**Board Member
Committee Update**

5.0 There were no committee updates.

Closed Session

6.0 President Murphy convened the Board into Closed Session at 5:23 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. Review Resignations
 - 2. Employment of Professional and Instructional Personnel
 - 3. Superintendent Search Discussion
- 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

Dr. Sundie Dahlkamp participated in closed session with the Board regarding HR matters.

David Moody participated in closed session regarding items.

Reconvene

7.0 The Board reconvened in open session at 6:13 p.m.

Consider Action

8.0 Action to be taken place on items discussed in closed session.

No action on items in closed session

Public Comment

9.0 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, March 7, 2022 for anyone who wished to address the Board of Trustees.

The following patrons addressed the Board:

Natalie Clogston and other members from the Education Foundation Board of Directors, shared gratitude and appreciation from support from the board

Landy Moreno: Paraprofessional Pay Increase

New Business

Consent Agenda	<p>President Murphy asked if members of the Board would like to remove an item from the consent agenda.</p> <p>Trustee Carter requested to remove agenda item 10.A.2 and Trustee Carbone requested to remove agenda item 10.A.7</p> <p>The following items were then voted on:</p>
Approval of Minutes	10.A.1 Approval of the minutes of the Regular Board Meeting on February 8, 2022 and Special Board Meetings on February 24, 2022 and March 1, 2022
Missed School Day Waiver	10.A.3 Approval of missed school day waiver for consideration by TEA for Rustic Oak Elementary School
Purchases Over 75K	10.A.4 Approval of procured budget purchases that aggregate \$75,000 or more
Compensation due to Inclement Weather	10.A.5 Approval of resolution regarding employment compensation due to inclement weather
Investment Brokers Dealers	10.A.6 Approval of authorized investment brokers/dealers
Copier Contract	10.A.8 Approval of copier contract with Xerox Business Solutions
Portable Air Filters	10.A.9 Approval to ratify purchase of portable air purifiers and filters funded from 2021-2022 Covid 19 School Health Support Grant.
Staff Development	10.A.10 Approval of staff development/training waiver renewal for 2022-23 <ul style="list-style-type: none">A motion was made by Secretary Decker and seconded by Trustee Schoeffler that items 10.A.1, 10.A.3, 10.A.4, 10.A.5, 10.A.6, 10.A.8, 10.A.9, and 10.A.10, of the consent agenda be approved as presented. <p>Motion carried 6-0 with Trustee Botkin absent</p>
TEA Waiver	10.A.2 Approval of TEA Waiver for Foreign Exchange Students and Modified Schedule/State Assessment Testing Days

A brief discussion followed with Mr. Moody answering questions regarding the number of foreign exchange students.

- A motion was made by Trustee Carter and seconded by Trustee Carbone that the Board approve the TEA Waiver for Foreign Exchange Students and Modified Schedule/State Assessment Testing Days

Motion carried 6-0 with Trustee Botkin absent

Budget Amendment 10.A.7 Approval of budget amendment #2

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

- A motion was made by Trustee Carbone and seconded by Vice President Barry that the Board approve the budget amendment #2 as presented.

Motion carried 6-0 with Trustee Botkin absent

Regular Agenda

Auditing Services 10.B.1 Consider to approve request for qualifications #22-0211-08 for auditing services.

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

- A motion was made by Trustee Schoeffler and seconded by Trustee Carter that the Board approve the request for qualifications #22-0211-08 for auditing services as presented.

Motion carried 6-0 with Trustee Botkin absent

Administrative Reports

Financial Statement 11.CA An interim financial statement as of January 31, 2022, was provided.

The board convened into closed session at 6:47 p.m.

The board reconvened in open session at 7:38 p.m.

No action on items in closed session.

Adjournment 12. 0 -The meeting adjourned at 7:38 p.m.

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

President, Sean Murphy

Secretary. Rebecca Decker

Date Minutes Approved _____

Date Signed by Officers _____

Pearland Independent School District
Special Meeting of the Board of Trustees
March 10, 2022

The Board of Trustees of the Pearland Independent School District met in special session on Tuesday, March 10, 2022, at 8:30 a.m. at 2509 Country Club Drive, Pearland, Texas in accordance with Chapter 551 of the Government Code.

Opening **1.0** After noting that a quorum was present, President Murphy opened the meeting at 8:30 a.m.

**Establishment
of a Quorum** **2.0**
Trustee Sean Murphy, President
Trustee Jeff Barry, Vice-President
Trustee Rebecca Decker, Secretary
Trustee Crystal Carbone
Trustee Toni Carter
Trustee Lance Botkin (Arrived late)
Trustee Kris Schoeffler

**Executive Council
Present** Executive Director for Human Resource Services Dr. Sundie Dahlkamp

Closed Session **3.0** President Murphy convened the Board into Closed Session at 8:32 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 551.074 - Personnel Discussion
 - 1. Interview Internal Superintendent Candidates
 - 2. Superintendent Search Discussion

Executive Director for Human Resource Services Dr. Sundie Dahlkamp participated in closed session with the Board regarding HR matters.

Reconvene **4.0** The Board reconvened in open session at 5:58 p.m.

Consider Action **5.0** No action was taken.

Adjournment **6. 0** -The meeting adjourned at 5:59 p.m.

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

President, Sean Murphy

Secretary, Rebecca Decker

Date Minutes Approved _____

Date Signed by Officers _____

Pearland Independent School District
Special Meeting of the Board of Trustees
March 22, 2022

The Board of Trustees of the Pearland Independent School District met in special session on Tuesday, March 22, 2022, at 4:00 p.m. at 1928 North Main, Pearland, Texas in accordance with Chapter 551 of the Government Code.

Opening **1.0** After noting that a quorum was present, President Murphy opened the meeting at 4:00 p.m.

**Establishment
of a Quorum** **2.0**
Trustee Sean Murphy, President
Trustee Jeff Barry, Vice-President
Trustee Rebecca Decker, Secretary
Trustee Crystal Carbone
Trustee Lance Botkin
Trustee Toni Carter (Arrived at 4:02 p.m.)
Trustee Kris Schoeffler

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

Closed Session **3.0** President Murphy convened the Board into Closed Session at 4:01 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 551.074 - Personnel Discussion
 - 1. Deliberation regarding the Superintendent search process
 - 2. Deliberation regarding naming the lone finalist for the position of Superintendent

Executive Director for Human Resource Services Dr. Sundie Dahlkamp participated in closed session with the Board regarding HR matters.

Reconvene **4.0** The Board reconvened in open session at 4:38 p.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 Carter that the Board of Trustees name Larry Berger as the Lone Finalist for Superintendent.

Motion carried 7-0.

Adjournment

6.0 -The meeting adjourned at 4:39 pm.

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

President, Sean Murphy

Secretary, Rebecca Decker

Date Minutes Approved _____

Date Signed by Officers _____

Pearland Independent School District
Special Meeting of the Board of Trustees – Budget Workshop
March 29, 2022

The Board of Trustees of the Pearland Independent School District met in special session on Tuesday, March 29, 2022, at 3:00 p.m. at 1928 North Main St., Pearland, Texas in accordance with Chapter 551 of the Government Code.

- | | |
|----------------------------------|---|
| Opening | 1.0 After noting that a quorum was present, President Murphy opened the meeting at 3:00 p.m. |
| Establishment of a Quorum | 2.0
Trustee Sean Murphy, President
Trustee Jeff Barry, Vice-President
Trustee Rebecca Decker, Secretary (Arrived at 3:03 pm)
Trustee Crystal Carbone
Trustee Toni Carter
Trustee Lance Botkin
Trustee Kris Schoeffler |
| Executive Council Present | Superintendent Lone Finalist 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 Dr. Sundie Dahlkamp
Executive Director of Intermediate Schools Dr. La-Kesha Henson – Vaughn
Executive Director of High Schools Kelly Holt
Chief Technology Officer Jon- Paul Estes
General Counsel Tanya Dawson |
| Recording Secretary | Gina Guzzetta |
| Budget Workshop | 3.0 Jorgannie Carter, CFO, and Dr. Sundie Dahlkamp, Executive Director for Human Resources, reported on the current year budget. |
| Closed Session | 4.0 President Murphy convened the Board into Closed Session at 5:31 p.m. in accordance with Section 551.001 <ul style="list-style-type: none">A. Section 551.071 - Private Consultation with the Board's Attorney Regarding any Item Listed on the AgendaB. Section 551.072 – Discussing purchase, exchange, lease or value of real propertyC. Section 551.074 - Personnel Discussion<ul style="list-style-type: none">1. Deliberation on Superintendent ContractD. 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

Executive Director for Human Resource Services Dr. Sundie Dahlkamp participated in closed session with the Board regarding HR matters.

Larry Berger, Lone Finalist for Superintendent participated in closed session with the Board regarding matters.

Reconvene 5.0 The Board reconvened in open session at 7:18 p.m.

Consider Action 6.0 No action was taken.

Adjournment 7.0 -The meeting adjourned at 7:18 pm.

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

President, Sean Murphy

Secretary, Rebecca Decker

Date Minutes Approved _____

Date Signed by Officers _____



Board of Trustees Agenda Item Information

Meeting Date: April 12, 2022

Meeting Type

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

Date Submitted: April 5, 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 Buy Board Contract #631-20 for HVAC Equipment, Supplies, and Installation of HVAC Equipment with American Mechanical Services, LLC for boiler replacement at Dawson High School in the amount of \$79,245 and chiller replacement at Magnolia Elementary in the amount of \$198,005 for a total of \$277,250 (Fund 698).
- Approval of purchase utilizing PISD Contract #19-0509-06 for Maintenance and Custodial Supplies and Services with American Mechanical Services, LLC for the replacement of the variable frequency drive (VFD) which controls the speed of the motor rotation on the chiller at Berry Miller Jr. High in the amount of \$89,018 (Fund 698).
- Approval of purchase utilizing PISD Contract #19-0509-06 for Maintenance and Custodial Supplies and Services with Wilson Fire Equipment for intercom system upgrades at Berry Miller Jr. High in the amount of \$62,425 and Dawson High School in the amount of \$87,705 for a total of \$105,130 (Fund 617).
- Approval of purchase utilizing Choice Partners Contract #21/031KN-16 for Technology Products and Services with CX2, Inc. updates to the PISD Board Room audio/visual system in the amount of \$79,062 (Fund 698).

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

Associated District Goals:

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

Fiscal Impact:

Cost:

- ☒ Recurring
- ☒ One-Time

Funding Source:

- ☒ General Fund
- ☒ Series 2017 Bond
- ☒ Capital Projects (Fund 698)

Fiscal Year:

Amendment Required?

- ☐ Yes
- ☒ No

<input type="checkbox"/> No Fiscal Impact		
Superintendent's Recommendation: That the board of trustees approves the recommended single, budgeted purchases exceeding \$75,000 as listed in the attached CH Local report.		
Department Submitting: Purchasing/Moniki Mason		Requested By: Matt Cline, Jon-Paul Estes
Cabinet Member's Approval: Jorgannie Carter		
Board Approval Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		



February 23, 2022

Pearland ISD
1702 Mykawa Road
Pearland, Texas 77581

Attention: Jay Murphy
Subject: Boiler Replacement
Location: Dawson High School – 2050 Cullen Blvd., Pearland, Texas 77581

We are pleased to propose the following for consideration of the **Replacement of (1) Boiler at Dawson High School. Proposal includes Replacement of Existing Boiler with (1) New Raypak 2 Million BTU Boiler, Replacement of Flue Piping, Replacement of Inline Circulating Pump, Disconnect / Reconnect of Electrical, Disconnect / Reconnect of Controls, and Insulation Repairs on Piping.**

We propose to furnish all labor and materials required for a **price of \$ 79,245.00**

This proposal does not include any **sales tax, overtime labor, Buyboard fees, any additional repair labor and/or repair materials, permits, electrical, freight or any special handling charges that may be applicable.**

This proposal will remain in effect for a period of thirty (30) days upon receipt.

Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.

Note: AMS Corporate Policy states that a Signed Proposal and/or a Signed PO must be received in order to proceed with any work.

Sincerely,

Bob Henry – LEED AP
Account Representative
AMS of Houston

Yes. We do accept this proposal _____
(Date)

Print Name: _____

Signature: _____



February 23, 2022

Pearland ISD
1702 Mykawa Road
Pearland, Texas 77581

Attention: Jay Murphy
Subject: Replace (1) 190 Ton Air Cooled Chiller
Location: PISD – Magnolia Elementary – 5350 Magnolia St., Pearland, Texas 77584

We are pleased to propose the following for consideration of the **Replacement of (1) 190 Ton Air Cooled Chiller at Magnolia Elementary Campus. Proposal includes Chiller Replacement, Installation of Beams under New Chiller, Electrical Modifications for New Chiller, Chill Water Piping Modifications for New Chiller, Crane, Insulation Repairs on New Work, Controls by Unify, and Start Up.**

We propose to furnish all labor and materials required for a **price of \$ 198,005.00**

This proposal does not include any **sales tax, boilers, Buyboard Fees, overtime, any storage fees, freight or any special handling charges that may be applicable.**

This proposal will remain in effect for a period of thirty (30) days upon receipt.

Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.

Note: AMS Corporate Policy states that a Signed Proposal and/or a Signed PO must be received in order to proceed with any work.

Sincerely,

Bob Henry – LEED AP
Account Representative
AMS of Houston

Yes. We do accept this proposal _____
(Date)

Print Name: _____

Signature: _____



February 23, 2022

Pearland ISD
1702 Mykawa Road
Pearland, Texas 77581

Attention: Jay
Subject: Chiller 1 VFD Replacement
Location: Berry Miller Junior High – 3301 Manvel Road, Pearland, Texas 77584

We are pleased to propose the following for consideration of the **Replacement of VFD with New LF2 Drive with Pic III Controls on Chiller 1 at Berry Miller Junior High. Proposal includes Replacement of VFD and Carrier Assisted Factory Start Up.**

We propose to furnish all labor and materials required for a price of **\$ 89,018.00**

Current Estimated Lead Time for New VFD is 8 - 10 Weeks.

This proposal does not include any **sales tax, overtime labor, any additional repair labor and/or repair materials, permits, electrical, expedited freight or any special handling charges that may be applicable.**

This proposal will remain in effect for a period of thirty (30) days upon receipt.

Should you have any questions, or if we can be of further assistance to you, please do not hesitate to contact me.

Note: AMS Corporate Policy states that a Signed Proposal and/or a Signed PO must be received in order to proceed with any work.

Sincerely,

Bob Henry – LEED AP
Account Representative
AMS of Houston

Yes. We do accept this proposal _____
(Date)

Print Name: _____

Signature: _____



WILSON FIRE EQUIPMENT

'Protecting People And Property Since 1916'

7303 Empire Central Dr. • Houston, Texas 77040-3214

BID PROPOSAL

Date:	2.18.22	No. of Pages:	3
To:	Dennis Martin	From:	Waylan Gandy
Company	Pearland ISD	Tel.	832.310.2469
Phone #	-	Fax.	832.310.2569
Fax #	-	Cell	281.740.3434
Email:	-	Email:	Wgandy@wilsonfire.com
Ref:	Pearland ISD - Berry Miller MS		
System:	Intercom System upgrade		

WFE would like to provide pricing for furnishing and installing the following Carehawk intercom system: WFE will conduct a full system pre-test any issues found we will report back to owner for instruction how to proceed with repairs. WFE will demo existing/replace with new intercom head-end, call-in buttons, outdoor horns and admin phone. We will add 1 alert station in the front office and 1 audio aux input in the front office. Once all replacements have been made we will conduct 1 final full system test.

Pricing is as follows:

Manufacturer	Discription	QTY	Part Number
Carehawk	CH1000 Intercom Control Panel	1	CH1000-1I-4A-2PG
Carehawk	Switching Card	7	SS16
Carehawk	Admin Phone	3	AP1-B
Carehawk	Call-in Button	90	CS20
Carehawk	Amp 300 Watt	1	DAF300-25
Carehawk	Telephone Card	1	TC-2 Kit
Carehawk	25v to line audio attenuator	2	AT-1
Carehawk	3 button Alert station	1	AS-3B
Octasound	Audio Aux Input	1	Ramx2
Atlas Sound	Outdoor Speakers, with Cover	15	APF-15T and VP-161APF
Eaton	UPS	1	Battery backup
	Cable	1 lot	CAT5e
	Misc wire hanger	1	Misc parts needed to complete wiring
	Lift	1	Lift to install cable in high ceiling areas

TOTAL - TAX EXCLUDED

\$62,425.00

Proposal Includes:	Proposal Excludes:
<p>Engineering: Drawings, Submittals, Asbuilts</p> <p>BOM listed above</p> <p>Installation: done during normal business hours</p> <p>2 hours operations training</p> <p>1 Year warranty on all installed parts and labor</p> <p>Lift</p> <p>Standard Freight and Delivery</p> <p>Spare parts - 2 (2x2 ceiling speakers, 2 call in buttons)</p> <p>Full system pretest and final test</p> <p>reuse existing punchdowns in 2 IDF's and 1 MDF</p> <p>Demo of existing intercom head-end, 15 outdoor speakers, admin phone, and call-in buttons</p> <p>Carehawk will be the masterclock to existing clocks and power supplies</p>	<p>Firemans Override Panel</p> <p>Testing of systems not provided by WFE</p> <p>Addition devices per the AHJ</p> <p>Storage, Security of items left on job site</p> <p>Bonding</p> <p>120VAC Connections, Conduit, and Backboxes</p> <p>Fire Proofing</p> <p>Wiring from Fire Alarm relay to equipment by others</p> <p>After Hour, Weekend, and Holiday Labor</p> <p>Any Additional work not listed above</p> <p>Repairs to existing devices to be reused - like speakers and cable (unless noted otherwise)</p> <p>replacement of existing valcom message module</p> <p>replacement of existing clocks, power supplies, or cabling</p>

Terms

A Purchase Order and a complete set of drawings are required before any design or construction will commence.

Payment terms are Net 30 from Invoice Date.

Billing will be progressive as detailed below:

All equipment and material will be invoiced when received by "WFE".

All labor will be invoiced monthly.

25% restocking fee will apply to items returned / revised after approval of submittals

Proposal is valid for 30 days from the date on this proposal

WFE is not responsible for any items or details not shown that may affect the system concept or design. Any changes in design concept, any additional devices required by State or Local Code, the Authority Having Jurisdiction or Fire Marshall will affect this price accordingly. AutoCAD Background Drawings shall be provided at no additional cost to Wilson Fire Equipment. There is an extra charge for after hours or weekend labor and any additional devices not shown. Additional devices and labor will be provided upon receipt of an approved change order.

Thank you for the opportunity of submitting this proposal for your consideration. We at Wilson Fire Equipment would welcome your valued business and the opportunity to serve you.

Sincerely,

Waylan Gandy
Sales Design Consultant
wilsonfire.com

Customer Approval

Signature

Date

Print



WILSON FIRE EQUIPMENT

'Protecting People And Property Since 1916'

7303 Empire Central Dr. • Houston, Texas 77040-3214

BID PROPOSAL

Date:	2.18.22	No. of Pages:	2
To:	Dennis Martin	From:	Waylan Gandy
Company	Pearland ISD	Tel.	832.310.2469
Phone #	-	Fax.	832.310.2569
Fax #	-	Cell	281.740.3434
Email:	-	Email:	Wgandy@wilsonfire.com
Ref:	Pearland ISD - Dawson HS		
System:	Intercom System upgrade		

WFE would like to provide pricing for furnishing and installing the following Carehawk intercom system: WFE will conduct a full system pre-test any issues found we will report back to owner for instruction how to proceed with repairs. WFE will demo existing/replace with new intercom head-end, Punchdowns, call-in buttons, outdoor horns and admin phone. We will add 1 alert station in the front office and 1 audio aux input in the front office. Once all replacements have been made we will conduct 1 final full system test.

Pricing is as follows:

Manufacturer	Discription	QTY	Part Number
Carehawk	CH1000 Intercom Control Panel	1	CH1000-2I-5A-2PG
Carehawk	Switching Card	8	SS32
Carehawk	Admin Phone	4	AP1-B
Carehawk	Call-in Button	190	CS20
Carehawk	Amp 300 Watt	3	DAF300-25
Carehawk	Telephone Card	1	TC-2 Kit
Carehawk	25v to line audio attenuator	2	AT-1
Carehawk	3 button Alert station	1	AS-3B
Octasound	Audio Aux Input	1	Ramx2
Valcom	Music Message Modue	1	V-9988
Atlas Sound	Outdoor Speakers, with Cover	12	APF-15T and VP-161APF
Eaton	UPS	1	Battery Backup
	Cable	1 lot	CAT5e
	Misc wire hanger, punchdown	1	Misc parts needed to complete wiring
	Lift	1	Lift to install cable in high ceiling areas

TOTAL - TAX EXCLUDED

\$87,705.00

Proposal Includes:	Proposal Excludes:
<p>Engineering: Drawings, Submittals, Asbuilts</p> <p>BOM listed above</p> <p>Installation: done during normal business hours</p> <p>2 hours operations training</p> <p>1 Year warranty on all installed parts and labor</p> <p>Lift</p> <p>Standard Freight and Delivery</p> <p>spare parts - 2 (2x2 ceiling speakers, 2 call in buttons)</p> <p>plywood and fire retardant paint</p> <p>full system pretest and final test</p> <p>replace existing punchdowns in 2 IDF's and 1 MDF</p> <p>Demo of existing intercom head-end, 12 outdoor speakers, admin phone, and call-in buttons</p> <p>New riser cable from MDF to 2 IDF's for new SS32's</p>	<p>Firemans Override Panel</p> <p>Testing of systems not provided by WFE</p> <p>Addition devices per the AHJ</p> <p>Storage, Security of items left on job site</p> <p>Bonding</p> <p>120VAC Connections, Conduit, and Backboxes</p> <p>Fire Proofing</p> <p>Wiring from Fire Alarm relay to equipment by others</p> <p>After Hour, Weekend, and Holiday Labor</p> <p>Any Additional work not listed above</p> <p>Repairs to existing devices to be reused - like speakers and cable (unless noted otherwise)</p> <p>Interfacing to existing Primex clocks</p>



Company Name: Pearland ISD ESC
 Project Name: Boardroom Cam/Audio Upgrade
 Quote Number: Q-2201001
 Project Street Address: 1928 North Main
 City, State, Zip: Pearland, TX 77581

Client Contact: Erick Hernandez
 Position / Title: Technology Technician
 Phone Number: 281-485-3203
 Email Address: HERNANDEZER@Pearlandisd.org
 Quote Submit Date: 4/4/2022
 Quote Expiration: 4/30/2022

→ Boardroom Updates

EQUIPMENT							
	Description	Location	Mfg.	Model No.	Qty.	Unit Price	Ext Price
Presentation Systems - Video Cameras for Streaming							
1	NDI PTXUHD Camera, 30x Zoom, 4Kp60 (Front Left, Right and Center facing board members, Rear facing attendees)	Ceiling	Lumens	VC-A71PNB	4	\$ 3,306.25	\$ 13,225.00
2	Tricaster TC Mini 4K Bundle, includes TriCaster TC Mini 4K, TC Mini Control Surface, 2 Spark Plus 4K IO Converters and NewTek custom travel case	Ctrl Rm	NewTek	TCM4KUHDB	1	\$ 12,369.38	\$ 12,369.38
3	ProTek Ultra for TriCaster TC Mini 4K including Spark IOs, 1 Year (Same day phone support via NewTek)	Ctrl Rm	NewTek	PTUTCM4KUHD	1	\$ 1,231.88	\$ 1,231.88
4	IP Camera Controller with Integrated Joystick for Camera Control for PTZ (Note this is the only control point, Crestron touch panel control is not included.)	Ctrl Rm	Lumens	VS-KB30	1	\$ 1,256.25	\$ 1,256.25
5	DGS-1100 Series Smart Managed 8-Port Gigabit PoE Switch (only for Cameras, not on PISD LAN)	Rack	D-Link	DGS-1100-08PV2	1	\$ 123.75	\$ 123.75
Control Surfaces & Processing							
Video Sources & Interfaces							
Sound System-Staff Audio Pick Up & Audio Recordings							
6	Microflex Wireless Handheld Transmitter with SM58 Capsule	Brdm	Shure	MXW2/SM58	1	\$ 493.75	\$ 493.75
7	Microflex Wireless Gooseneck Transceiver Base	Brdm	Shure	MXW8=Z10	8	\$ 526.25	\$ 4,210.00
8	Microflex 15-Inch Modular Gooseneck Microphone, Cardiod (Podium Use)	Brdm	Shure	MX415/C	8	\$ 276.25	\$ 2,210.00
9	Microflex Wireless Access Point Transceiver, 8 Channel	Brdm	Shure	MXWAPT8=Z10	1	\$ 3,086.25	\$ 3,086.25
10	Microflex Wireless Audio Network Interface with 8 Outputs	Rack	Shure	MXWANI8	1	\$ 1,131.25	\$ 1,131.25
11	8-Port Networked Charging Station (NOTE: Microflex Gooseneck Bases take up 2 positions each on a charging station, so this requires 2 stations)	Rack	Shure	MXWNCS8	2	\$ 1,608.75	\$ 3,217.50
Sound System-con't							
12	TesiraCONNECT Room Connection Device with Dante, 4 Ports with PoE+ - 30W (connect Biamp DSP's to each other)	Rack	Biamp	TC-5D	1	\$ 1,125.00	\$ 1,125.00
13	Fixed I/O DSP with 12 analog inputs (all 12 with AEC), 8 analog outputs, 8 channels configurable USB audio, and 128 x 128 channels of AVB. (All inputs full on existing 2 units; will need 3rd to accommodate above wireless mics. Note we have included the "CI" version that provides AEC in case the school district would like to add conferencing capabilities at some point in the future. AEC block feedback in conferencing systems. This will not cover all mics, but a good portion of them.)	Rack	Biamp	TesiraFORTE AVB CI	1	\$ 2,562.50	\$ 2,562.50
Equipment Rack							
14	17 inch HD Rack mount monitor with speakers (will be mounted in top of center rack for previewing outgoing audio & video during streaming; other sources may be routed here as well - control added to Crestron touch panel)	Ctrl Rm	Beetronics	17HD7M	1	\$ 576.67	\$ 576.67
15	Rack Mount Kit for up to 19 inch Monitors	Ctrl Rm	Beetronics	RMK2	1	\$ 65.56	\$ 65.56
16	Placeholder to mount ultra wide monitor to existing Technical Furniture	Ctrl Rm	Middle Atlantic	TBD	1	\$ 250.00	\$ 250.00
17	Shielded, Cat 6 Cable, 550 MHz, White Jacket, Plenum, 1000' (Mics/Cameras)	Brdm	Covid	P-C6F-WHT-1KR	1	\$ 602.68	\$ 602.68
18	USB 2.0 Extender, Cat5e/Cat6, POC up to 164'	Ctrl Rm	Covid	EUC-200	1	\$ 85.00	\$ 85.00

19	Custom wall plate with RJ45 for AV LAN, RJ45 for USB Extension to OFE laptop, 1/4" Audio Out Jack for connection to OFE Monitors, Black w/White Text	Ctrl Rm	Covid	Custom	1	\$	93.75	\$	93.75
20	HDMI 2.0 Cable, Premium Certified, 15'	Ctrl Rm	Covid	HDPR-15	16	\$	15.16	\$	242.60
21	HDMI AOC Cable 18G w/Detach Adapter Plenumd, 50'	Ctrl Rm	Covid	P-HDADC-50	1	\$	234.00	\$	234.00
22	DisplayPort Cable, Non-Plenum	Ctrl Rm	Covid	VP-DP-06	2	\$	16.65	\$	33.30
OFE Furnished Items									
Power & Data									
EQUIPMENT TOTAL: \$ 48,426.05									
SPECIAL EQUIPMENT (LIFT, SCAFFOLD, ETC.)									
SPECIAL EQUIPMENT TOTAL: \$ -									
CABLING, CONNECTORS, HARDWARE & SHIPPING									
CABLING, CONNECTORS, HARDWARE & SHIPPING TOTAL: \$ 2,858.22									
PROFESSIONAL INSTALLATION SERVICES									
46	Design - System Design & Engineering, Audio/Video & Control Drawings, Schematics, Wiring Diagrams, Control System Programming and touch Panel Graphic Design (Submittal "For Approval"), Computer Aided Design (CAD) Architectural Drawings.					85 Hours	\$	9,444.44	
47	Off-Site - Shop configuration and installation, Project Management & Supervision, Coordination with other Trades (Submittal "For Construction"), Travel Expenses: Transportation, Lodging, Per Diem, Subcontractors, Quoting Services					52 Hours	\$	5,777.78	
48	On-Site - Site Installation, Wiring, Testing, Commissioning and Client Training, Manuals, 1st year Warranty (Submittal "As Built").					113 Hours	\$	12,555.56	
*Note: The Crestron control system will be updated to include control of the new microphones, including individual muting for 8 new mics, as well as new video and audio routing inside the control room as detailed above.									
LABOR TOTAL: \$ 27,777.78									
TOTALS									
Total Equipment								\$	48,426.05
Cabling, Connectors, Hardware & Shipping								\$	2,858.22
Equipment, Cabling, Connectors, Hardware & Shipping Subtotal								\$	51,284.27
Total Labor								\$	27,777.78
Special Equipment (Lift, Scaffold, Etc.)								\$	-
Labor, And Special Equipment Subtotal								\$	27,777.78
Subtotal of All Services and Equipment								\$	79,062.05
ROOM TYPE QTY. 1									
GRAND TOTAL: \$ 79,062.05									
All pricing, designs, plans and intellectual property represented by this proposal are owned by and remain the property of CX2, Inc.. They were created and developed exclusively for use on this project. This information is not to be copied, reproduced or forwarded to any third party without the express written consent of CX2, Inc.									
We guarantee that needed labor to complete this installation will be available within 30 days of receipt of a PO, but we cannot guarantee delivery of equipment in the same timeframe due to current worldwide shortages of various equipment components.									

PEARLAND INDEPENDENT SCHOOL DISTRICT
CH LOCAL REPORT FOR SINGLE PURCHASE OVER \$75,000 FOR FISCAL YEAR 2021-2022
April 12, 2022 - BOARD MEETING

Vendor Name	Product/Service	Procurement Method	Funding Source	FY 21-22 Expenditure	FY 20-21 Expenditure	Contract Information
American Mechanical Services, LLC	Chiller and Boiler Replacement	Interlocal Agreement	698	\$277,250		Buy Board Contract #631-20 for HVAC Equipment, Supplies, and Installation of HVAC Equipment
American Mechanical Services, LLC	VFD Replacement	Request for Proposal	698	\$89,018		PISD Contract #19-0509-06 for Maintenance and Custodial Supplies and Services
Wilson Fire Equipment	Intercom System Upgrades	Request for Proposal	617	\$105,130		PISD Contract #19-0509-06 for Maintenance and Custodial Supplies and Services
CX2	Audio/Visual Upgrade to PISD Board Room	Interlocal Agreement	698	\$79,062		Choice Partners Contract #21/031KN-16 for Technology Products and Services

PEARLAND INDEPENDENT SCHOOL DISTRICT
CONFLICT OF INTEREST STATEMENT

CH Local Report
April 12, 2022 Agenda Item

Vendor	Product/Service	Purchase Amount	Fund	Procurement Method/ Contract Number
American Mechanical Services, LLC	Chiller and Boiler Replacement	\$277,250	698	Buy Board #631-20 Contract for HVAC Equipment, Supplies and Installation of HVAC Equipment
American Mechanical Services, LLC	VFD Replacement	\$89,018	698	PISD Contract #19-0509-06 for Maintenance and Custodial Supplies and Services
Wilson Fire Equipment	Intercom System Upgrades	\$105,130	617	PISD Contract #19-0509-06 for Maintenance and Custodial Supplies and Services

Neither the Purchasing Director, 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
Director of Purchasing

4/5/2022

Date



Matt Cline
Director of Maintenance and Operations

Apr 5, 2022

Date

PEARLAND INDEPENDENT SCHOOL DISTRICT
CONFLICT OF INTEREST STATEMENT

CH Local Report
April 12, 2022 Agenda Item

Vendor	Product/Service	Purchase Amount	Fund	Procurement Method/ Contract Number
CX2	Audio/Visual Upgrade to PISD Board Room	\$9,062	698	Choice Partners Contract #21/031KN-16 for Technology Products and Services

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

4/5/2022

Date

Jon-Paul Estes

Jon-Paul Estes (Apr 5, 2022 15:30 CDT)

Jon-Paul Estes
Chief Technology Officer

Apr 5, 2022

Date



Board of Trustees Agenda Item Information

Meeting Date April 12, 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: March 3, 2022

Subject: Approval of Pricing Formula Amendment for Motor Vehicle Fuel

Executive Summary: On February 8, 2022, the Board approved the one-year extension of the contract for motor vehicle fuel with Mansfield Oil Company of Gainesville, Inc. and Sun Coast Resources, Inc. with an effective date of February 11, 2022 through February 10, 2023.

Sun Coast Resources is the District's primary fuel supplier and has requested a temporary suspension of the current pricing arrangement due to strong pricing volatility from its suppliers as a result of the current geopolitical conflict. The District will not be able to order any additional fuel until this agreement is executed; administration also anticipates receiving a notification from its other fuel provider, Mansfield Oil Company.

Administration requests that the board authorize the Chief Financial Officer to accept and execute contract amendments to avoid an interruption of fuel deliveries. See attached Pricing Formula Amendment from Sun Coast Resources.

Fiscal Impact:

Cost:

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

Funding Source:

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

Fiscal Year:

Amendment Required?

- ☐ Yes
- ☒ No

Associated District Goals:

- WCG#2 - Pearland ISD will strategically maximize financial assets to provide adequate resources to meet students' needs in partnership with families and the greater community.

Superintendent's Recommendation: That the Board authorizes the Chief Financial Officer to execute pricing amendments from current fuel providers.

Department Submitting: Purchasing/Moniki Mason

Requested By: Keith Kaup

Cabinet Member's Approval: Jorgannie Carter

Board Approval Required: ☒ Yes ☐ No

Pricing Formula Amendment

Current Fuel Pricing – Ukrainian and Russian Conflict – 2022

As a result of current geopolitical events, **Sun Coast Resources, Inc.** (“Sun Coast”) has observed strong pricing volatility from its suppliers. Accordingly, current pricing arrangements between Sun Coast and **Pearland ISD** (“Customer”) may not accurately reflect the impact on existing fuel prices.

Therefore, effective March 1, 2022 (the “Effective Date”), Customer and Sun Coast agree that until such time as pricing stabilizes, any and all pricing arrangements between Sun Coast and Customer, including, but not limited to, those reflected in any master service agreements, schedules thereto, pricing agreements and proposals, work orders or purchase orders, shall be amended (the “Amendment”) to provide for a temporary suspension of such pricing. Sun Coast and Customer agree that pricing agreements and arrangements shall not apply, that Sun Coast may not be able to quote a firm price per gallon for fuel or for any scheduled fuel delivery, and that pricing may not be provided until closer to the time of delivery.

Sun Coast and Customer agree that any notice requirements with respect to pricing or otherwise set forth in any agreements between the parties are satisfied by the communication of this Amendment, notwithstanding any terms to the contrary in such agreements.

Except as amended herein, the terms and conditions of the original agreements will remain unchanged and will continue in full force and effect unless there is a conflict between the terms and conditions of this Amendment and the terms and conditions of the original agreement, in which case the terms and conditions of this Amendment shall control.

IN WITNESS WHEREOF, Sun Coast and Customer have executed this Amendment as of the Effective Date, each party warranting that its representative has the full right, power, and authority to execute it on behalf of the party represented thereby.

Pearland ISD

Sun Coast Resources, Inc.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____



Board of Trustees Agenda Item Information

Meeting Date: April 12, 2022

Meeting Type

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

Date Submitted: April 5, 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: Consider Approval of Award for Third-Party Administrator for Supplemental Benefits and Internet Based Enrollment System

Executive Summary: A Request for Proposal (RFP) # 22-0224-09 was issued to acquire proposals from firms to provide Third-Party Administration for Supplemental Benefits and Internet Based Enrollment services for Pearland ISD.

The RFP was advertised in accordance with Texas Government Code 44.031, Requests for Proposals, and was automatically sent to all corresponding vendors registered on our electronic bidding system. Invitations were extended to 11 potential proposers; five responses were received from the following firms:

- FBMC Benefits Management, Inc.
- Financial Benefits Services
- First Financial Administrators, Inc.
- Gallagher Benefits Services, Inc.
- US Benefits Services Group

The firms were invited to participate in a demonstration of their system and an interview with the evaluation committee. All responses were reviewed for compliance with the requirements of the RFP, evaluated, and scored by the evaluation committee. Based on the overall evaluation scores, administration recommends awarding a contract to US Benefits Services Group. The detail proposal can be viewed at <https://adobe.ly/3udcvNS>.

Please see the attached supporting documentation. Contract is in compliance with Texas Government Code 44.031, Request for Proposals.

Associated District Goal: WCG #2 – Pearland ISD will support the physical and mental health of all students and staff.; WCG#4 – Pearland ISD will strategically maximize financial assets to provide resources to meet student needs in partnership with families and the greater community.

Fiscal Impact:

Cost:

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

Funding Source:

- ☐ General Fund
- ☐ Grant Funds
- ☐ Other Funds

Fiscal Year:

Amendment Required?

- ☐ Yes
- ☒ No

Superintendent's Recommendation: That the Board of Trustees approve the proposal submitted from US Benefits Services Group for RFP# 22-0224-09 and authorize administration to enter into a contract for Third-Party Administrator for Supplemental Benefits and Internet Based Enrollment System services for the term of July 1, 2022 through June 30, 2027.

Department Submitting: Purchasing/Moniki Mason

Requested By: Sundie Dahlkamp, Carrie Bañuelos

Cabinet Member's Approval: Jorgannie Carter

Board Approval Required: ☒Yes ☐No

Pearland Independent School District
CSP # 22-0224-09 Third-Party Administrator for Supplemental Benefits and Internet Based Enrollment System
Evaluation Scoring Summary

EVALUATION CRITERIA:		Evaluation Points	FBMC Benefits Management, Inc.	Financial Benefit Services	First Financial Administrators, Inc.	Gallagher Benefits Services, Inc.	USEBSG
1	Price	20 points	17	16	18	11.25	20
2	Vendor's experience and reputation	10 points	10	10	10	9	10
3	Quality of vendor's products/services and extent to which the products/services meet Pearland ISD's needs	15 points	15	12	15	10	15
4	Long-term cost to Pearland ISD to acquire the products/services	10 points	10	10	10	10	10
5	For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the Vendor or the Vendor's ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	5 points	0	5	5	5	5
6	Past experience with Pearland ISD or other school districts	10 points	8.75	10	10	10	10
7	Geographic proximity of support office to the District	10 points	10	9	10	8	10
8	Quality of references	5 points	5	5	5	5	5
	Total	85 points	75.75	77	83	68.25	85
	System Demonstration/Interview	15 points	14.5	14.75	14.25	13.25	15
	Total Score	100 points	90.25	91.75	97.25	81.5	100

Evaluation Committee

Moniki Mason - Director of Purchasing

Monio Mark II - Director of Finance

Sundie Dahlkamp - Executive Director of Human Resource Services

Carrie Bañuelos - Benefits Specialist

PEARLAND INDEPENDENT SCHOOL DISTRICT CONFLICT OF INTEREST STATEMENT

April 12, 2022 Agenda Item

Vendor	Product/Service	Procurement Method/ Contract Number
US Benefits Services Group	Third-Party Administrator	RFP # 22-0224-09 Third-Party Administrator for Supplemental Benefits & Internet Based Enrollment System

Neither the Purchasing Director, Moniki Mason, the Director of Finance, Monio Mark, II, Executive Director of Human Resource Services, Sundie Dahlkamp nor the Benefits Specialist, Carrie Bañuelos 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 vendor who is recommended for the aforementioned purchase.

Moniki Mason

Moniki Mason
Director of Purchasing

4/4/2022

Date

Monio Mark II

Monio Mark II
Director of Finance

Apr 5, 2022

Date

Sundie Dahlkamp

Sundie Dahlkamp
Executive Director of Human Resource Services

Apr 5, 2022

Date

Carrie Bañuelos

Carrie Bañuelos
Benefits Specialist

Apr 4, 2022

Date

Carrie Bañuelos



Board of Trustees Agenda Item Information

Meeting Date: April 12, 2022

Meeting Type

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

Date Submitted: April 5, 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 and approve the Interlocal Participation Agreement (IPA) amendment between Pearland ISD and TASB Risk Management Fund

Executive Summary: The Interlocal Participation Agreement (IPA) is the foundational agreement of the TASB Risk Management Fund (Fund).

The Fund is an interlocal entity formed under the provisions of Chapter 791 of the Texas Government Code. This law requires that an interlocal agreement be authorized by the governing body of each party to the agreement.

The Fund is a self-funded risk pool, and the IPA is the agreement through which Fund Members participate in the Fund. The IPA sets out the basic terms, conditions, and requirements of Fund membership. The IPA was last approved by the Fund Board in April 2012 as a universal IPA covering all Fund programs. It has not been modified since 2012. The Fund reviews and updates its IPA at least once every ten years or more frequently, as needed. The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

The District has utilized the IPA with the Fund for Workers' Compensation coverage since July 1, 2020; this amendment does not extend the current contract period.

See attachment for detail explanation of changes to the Interlocal Participation Agreement (IPA).

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: That the Board approve the amended Interlocal Participation Agreement between Pearland ISD and the TASB Risk Management Fund, designating the Chief Financial Officer as the administrator to sign the agreement as presented.

Department Submitting: Business Office

Requested By: Jorgannie Carter

Cabinet Member's Approval: Larry Berger

Board Approval Required: ☐ Yes ☒ No

Explanation of Changes to the Interlocal Participation Agreement (IPA)

The amendments to the IPA focus on three separate areas: 1) clarity of purpose and meaning, 2) updating Fund Member duties and obligations, and 3) revising the dispute resolution provisions.

Clarity:

- Section 2, **Program Participation**, removes references to the original Fund programs to allow expansion of programs and services by the Fund.
- Section 5, **Agreement to Pay Contributions**, now separately addresses situations where Fund Members fail to pay contributions or fail to repay the Fund any other amounts owed. The adjusted contribution provision is also moved to this section.
- Section 6, **Contribution and Coverage Summary**, states the CCS, Coverage Agreements, Endorsements, and Addenda are incorporated into the IPA as one agreement.
- Section 8, **Other Duties of Fund Member**, is expanded to address Cooperation and Access and authorizes the Fund access to member data held by the Fund's administrator and its other affiliated entities.
- Section 11, **Subrogation and Assignment of Rights**, combines the two former sections on Subrogation into one section.

Updates to Member Duties and Obligations:

- Section 4, **Termination**, specifies that a Fund Member attempting to terminate the agreement after their renewal term begins still owes the full contribution amount.
- Section 7, **Loss Prevention**, states that loss prevention recommendations are given without warranty.
- Section 15, **Fund Member's Designation of Coordinator**, states the Fund Member must appoint an employee with appropriate authority as Program Coordinator and may not delegate communication to a third-party.
- Section 16, **Risk Sharing Agreement**, states the IPA is a risk sharing and risk participation agreement and is not a contract of insurance. This section also provides that any ambiguity in the agreement will not be construed against the Fund.
- Section 23, **Authorization**, states the Fund Member authorizes the Program Coordinator or CEO to approve and bind current and future agreements with the Fund.
- In addition to the authorized signature, the new IPA requires entry of the date of approval of the IPA by the Fund Member's Board of Trustees.

Revisions to Dispute Resolution provisions:

- Section 22, **Dispute Resolution**, requires an appeal to the Fund Board and mediation in Travis County, before pursuing litigation. The IPA requires that a suit against the Fund be filed in Travis County.
- A **Waiver and Estoppel** provision is added to the IPA to ensure that the parties to the agreement can enforce the contractual provisions in the IPA.
- The **Assignment** clause is updated and moved to Section 22 and states that a Fund Member may not transfer any interest in claim-related payments from the Fund to a third party. Action by the Fund Member which grants or attempts to grant interest or control over any claim payments suspends the Fund's obligation to make any claim payments under the agreement. This provision prohibits assignments to a third-party under a contingency fee contract or similar agreement.

TASB RISK MANAGEMENT FUND INTERLOCAL PARTICIPATION AGREEMENT

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement (Agreement) is entered into by and between the Texas Association of School Boards Risk Management Fund (Fund) and the undersigned local government of the State of Texas (Fund Member). The Fund is an administrative agency of local governments (Fund Members) that cooperate in performing administrative services and governmental functions relative to risk management.

TERMS AND CONDITIONS

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, including, without limitation, the agreement of the Fund and Fund Members to provide risk management programs as detailed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Fund Member and the Fund, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **Authority.** Fund Member hereby approves and adopts the Restatement of Interlocal Agreement, dated May 20, 1997, which restated the Interlocal Agreement dated July 2, 1974, establishing the predecessor of the Fund. The Restatement of Interlocal Agreement is incorporated into this Agreement by reference and is available from the Fund upon request. This Agreement serves to outline the relationship between the Fund and Fund Member. While the Texas Interlocal Cooperation Act provides the overarching basis for the Fund, certain Fund programs are further authorized pursuant to various statutes, such as Chapter 504 of the Texas Labor Code, pertaining to workers' compensation; and Chapter 2259, Subchapter B, of the Texas Government Code, pertaining to other risks or hazards.
2. **Program Participation.** This Agreement enables Fund Member to participate in one or more of the Fund's available programs. Because this is an enabling Agreement, Fund Member must also execute a separate Contribution and Coverage Summary (CCS) for each Fund program from which it seeks coverage and/or administrative services. Only a valid CCS will confer the right to participate in a specific program and each CCS shall be incorporated into this Agreement. Through participation in any Fund program, Fund Member waives none of its immunities and authorizes the Fund, or its designee, to assert such immunities on its behalf and on behalf of the Fund or its designee.
3. **Term of Agreement.** This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.
4. **Termination.** Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, unless specifically required in a CCS, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.
 - a. **By Either Party with 30 Days Notice before Renewal.** Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.
 - b. **By Fund Member upon Payment of Late Notice Fee.** If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew and Fund Member must pay 100% of the annual contribution for the renewal period.
 - c. **By the Fund upon Breach by Fund Member.** The Fund may terminate this Agreement or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):
 - 1) Fund Member fails or refuses to make the payments or contributions required by this Agreement;
 - 2) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;

- 3) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or
- 4) Fund Member otherwise breaches this Agreement.

If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.

In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.

5. Contributions.

- a. **Agreement to Pay Contribution.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member fails to pay the amounts due under this Agreement, including any CCS, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for Fund Member's benefit, to offset the amount owed. Any offset will not extinguish Fund Member's obligation for any and all payments due under this Agreement, including any CCS.
- b. **Other Payments Due to the Fund.** In addition to contributions, if the Fund Member owes other payments to the Fund, such as deductibles or claim overpayments, and Fund Member fails to timely pay the amounts due, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for the Fund Member's benefit to offset the amounts owed.
- c. **Estimated Contribution and Contribution Adjustment.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned or credited by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

The annual contribution may be adjusted due to an exposure change or audit as presented in the CCS. The Fund may also request a contribution adjustment should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

6. **Contribution and Coverage Summary.** Fund Member agrees to abide by each CCS that governs its participation. A CCS will incorporate the program specific coverage document, if any, which sets forth the scope of coverage and/or services from the Fund. This Agreement will be construed to incorporate the CCS, Coverage Agreements, Endorsements, and Addenda, if any, whether or not physically attached. A CCS for a Fund program will state the participation term. After Fund Member's execution of a CCS, the CCS will automatically renew annually, unless terminated in accordance with this Agreement. Any renewal containing a change in the amount of contribution or other terms will be subject to the Amendment by Notice process described in this Agreement.
7. **Loss Prevention.** The Fund may provide loss prevention services to Fund Member. Fund Member agrees to adopt the Fund's reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements. The Fund makes no warranty on Fund loss prevention recommendations.

8. Other Duties of Fund Member.

- a. **Standards of Performance.** Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.
- b. **Claims Reporting.** Notice of any claim must be provided to the Fund as required by law or the applicable Coverage Agreement. Failure by Fund Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.
- c. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for access, information and/or records made by the Fund or by a third-party acting for the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, or make false statements to the Fund. The Fund Member agrees that any information held by the Fund's Administrator, or its' affiliated entities may be provided to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.

9. Administration of Claims.

The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.

10. Excess Coverage/Reinsurance.

The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.

11. Subrogation and Assignment of Rights.

- a. Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.
- b. Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.

12. Appeals.

Fund Member shall have the right to appeal any written decision or recommendation to the Fund's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.

13. Bylaws, Policies, and Procedures.

Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs a CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.

14. Payments.

Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.

15. **Fund Member's Designation of Coordinator.** Fund Member agrees to designate an employee with appropriate authority as coordinator (Program Coordinator) for Fund Member on this Agreement or any CCS executed by Fund Member. Fund Member's Program Coordinator shall have express authority to represent and to bind Fund Member, shall fully communicate with the Fund regarding Fund business, and shall not delegate this communication to a third party. The Fund will not be required to contact any other individual regarding matters arising from or related to this Agreement. Fund Member reserves the right to change its Program Coordinator as needed, by giving written notice to the Fund; such notice is not effective until actually received by the Fund. Notice provided to the Chief Executive Officer of Fund Member shall also serve as notice to the Program Coordinator.
16. **Risk Sharing Agreement.** This Agreement is a risk sharing and risk participation agreement and should not be construed to be a contract of insurance. If any ambiguity exists in this Agreement, including any CCS or specific coverage document, the provision shall not be construed against the Fund as drafter of this Agreement. The Fund is not an insurance company nor is any member an insured. The Fund is a self-insured risk pool through which its members agree to share risk and actively participate in their contractual obligations to lessen risk and cost for all members. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Fund as "insurance" as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.
17. **Representation.** Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the Fund's chosen counsel, including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.
18. **Members' Equity.** The Fund Board, in its sole discretion, may declare a distribution of the Fund's members' equity to Fund Members. Members' equity belongs to the Fund. No current or former individual Fund Member is entitled to an individual allocation or portion of members' equity.
19. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws, CCSs, and Coverage Agreements that are in effect as to Fund Member from time to time, represent and contain the complete understanding and agreement of the Fund and Fund Member, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Fund and Fund Member other than those set forth in this Agreement duly executed in writing. In the event of conflict between the terms of this Agreement and the Restated Interlocal Agreement, Bylaws, CCS, or any Coverage Agreement, the specific terms of the later adopted agreement shall prevail to the extent necessary to resolve the conflict. This Agreement replaces all previous Interlocal Participation Agreements between the Fund and Fund Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired participation term or pending claim under an existing agreement between Fund Member and Fund.
20. **Amendment by Notice.** This Agreement, including any of its component CCSs or coverage documents, may be amended by the Fund, in writing, by providing Fund Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which Fund Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively and Fund Member shall have the right to terminate this Agreement, or a component CCS to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

The Fund may amend this Agreement or any CCS effective upon renewal. Amendments may be for any reason including changes to the terms or contribution amount.

The Fund may also amend this Agreement or any CCS, effective during the term of a CCS, for any reason including but not limited to the following:

- a. State or federal governments, including any court, regulatory body, or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Fund as it pertains to this Agreement, or any Fund program or CCS.
- b. The terms of the Fund's stop-loss or excess coverage or reinsurance change substantially.

If the Fund exercises the option to amend the Agreement or any CCS during the term of a CCS and prior to renewal, the Fund shall give Fund Member 30 days advance written notice. Fund Member will then have the right during the 30-day period to give the Fund written notice of termination of the applicable Fund program, effective upon the expiration of the 30-day notice period (or longer period if so provided by the Fund in writing).

21. **Severability; Interpretation.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.
22. **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles that would require the application of the laws of another state. The Fund retains its governmental immunity except to the extent it is waived by the legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that the Fund Member's right to file suit against the Fund is contingent upon compliance with these procedures pursuant to Texas Local Government Code section 271.154:
- a. Prior to filing suit, the Fund Member must comply with all of its obligations under this Agreement and any specific Coverage Agreement including an appeal to the Fund Board as described by Section 12 of this Agreement. A good-faith appeal to the Fund Board is a pre-suit adjudication procedure that is required before litigation by a Fund Member against the Fund.
 - b. Prior to filing suit, the Fund Member will participate in good faith in mediation in Travis County, Texas before a mediator approved by both parties; and
 - c. Any suit against the Fund must be brought in Travis County, Texas.

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

Waiver and Estoppel. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Estoppel may not be asserted against either party so as to prevent that party from enforcing or insisting on the other party's compliance with any provision of this Agreement.

Assignment. This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund. Fund Member shall not transfer any interest in Fund claim related payments to any third party, including, but not limited to litigation finance companies, attorneys, banks, public adjusters, architects, engineers, or contractors. Any action by the Fund Member which grants or attempts to grant to any third party an interest in or control over any claim payment, including, but not limited to, the Member's entry into a contingent fee contract, will immediately suspend any obligation by the Fund to make any claim payment under this Agreement. The obligation of the Fund to make any such claim payments shall not be restored unless and until the Fund Member provides the Fund with evidence reasonably satisfactory to the Fund that any such transfer or attempt to transfer an interest in or control over such claim payment to a third party has effectively been terminated.

23. **Authorization.** By the execution of this Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement and that the Fund Member authorizes the Program Coordinator or Chief Executive Officer to approve and bind the Fund Member to any current or future CCS entered into under this Agreement
24. **Notice.** Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TASB Risk Management Fund, P.O. Box 301, Austin, Texas 78767-0301, or tasbrmf@tasbrmf.org. The Fund's required notice address may be updated through explicit written or electronic notice to Fund Members. Notice to a Fund Member shall be sufficient if addressed to the Program Coordinator or Fund Member's Chief Executive Officer and mailed to Fund Member's physical or electronic address of record on file with the Fund.
25. **Miscellaneous.** These provisions apply throughout this Agreement:
- a. **Fund reference.** Any reference to the Fund in this Agreement includes reference to its designees.
 - b. **CCS reference.** References to a Contribution and Coverage Summary (CCS) includes a reference to all separate coverage portions of a CCS and/or any similar service agreement between the Fund and a Fund Member.
 - c. **"Including."** Unless the context requires otherwise, the term "including" means "including but not limited to."
 - d. **Successors.** This Agreement binds and inures to the benefit of the parties and their successors.
 - e. **Headings.** The headings are for convenience only and do not affect the interpretation of this Agreement.

26. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party shall not affect the validity or enforceability of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original. This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

For FUND MEMBER: **Pearland ISD**

By: _____

Date: _____

Signature of Fund Member's Authorized Representative

Printed Name of Fund Member's Authorized Representative

Date approved by Fund Member's Board of Trustees: _____

For TASB Risk Management Fund Use Only

For TASB RISK MANAGEMENT FUND:

By: _____

Date: _____

Chair, TASB Risk Management Fund Board of Trustees



Board of Trustees Agenda Item Information

Meeting Date: April 12, 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: April 5, 2022

Subject: Consider approval of contract extension of RFP #18-0510-16 for Student Athletic Insurance Coverage and Catastrophic Student Athletic Coverage with Greater East Texas Insurance Associates.

Executive Summary: The proposal for Student Athletic Insurance Coverage and Catastrophic Student Athletic Coverage was awarded to Greater East Texas Insurance Associates on June 12, 2018 with an effective date of August 1, 2018 through July 31, 2019 with four allowable extensions. Administration has been pleased with the services provided by the vendor and would like to exercise Pearland ISD's option under the terms of the proposal to extend the contract for a fourth annual period effective August 1, 2022 through July 31, 2023.

The cost for this insurance coverage is funded by student participation fees. Students participating in athletics, cheerleading, and drill teams pay a fee of \$40 per individual with a maximum of \$60 per family. Please see the accompanying renewal quote.

Contract Summary:

Contract Term:	Amount:
Current – August 1, 2021 through July 31, 2022	\$77,824
New – August 1, 2022 through July 31, 2023	\$77,824

Contract in accordance with Texas Education Code (TEC) 44.031.

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 Funds (461 – Activity Funds)

Fiscal Year:

Amendment Required?

- ☐ Yes
- ☒ No

Superintendent's Recommendation: That the Board of Trustees approve a contract extension of RFP #18-0510-16 for Student Athletic Insurance Coverage and Catastrophic Student Athletic Coverage with Greater East Texas Insurance Associates effective August 1, 2022 through July 31, 2023 in the amount of \$77,824.

Department Submitting: Purchasing/ Moniki Mason

Requested By: Ben Pardo

Cabinet Member's Approval: Jorgannie Carter

Board Approval Required: ☒ Yes ☐ No

March 18, 2022

Larry Welch

Greater East Texas Insurance Assoc.-Texas Kids First

PEARLAND ISD

Formal Quote: Student Insurance for 2022-23 school year. The student accident insurance plans are underwritten as follows:

BLANKET PLAN COVERAGE-National Health Insurance Co. (A- Best rating) \$30,000 Maximum per Injury

CATASTROPHIC COVERAGE-GREAT AMERICAN GROUP (A+ Best Rating) \$25,000 Deductible \$10,000,000 Maximum per Injury. \$100,000. Cat. Cash Included in base premium.

	Lone Star Advantage 2021-22	Lone Star Advantage 2022-23
All UIL Athletic & Activities	\$73,500.00	\$73,500.00
Catastrophic	\$4,324.00	\$4,324.00
Total	\$77,824.00	\$77,824.00

Please note that the students will have access to the TEXAS KIDS FIRST PROVIDER NETWORK. The medical service providers in the Texas Kids First Provider Network accept our Lone Star Plan benefits on full assignment for covered injuries.

PEARLAND INDEPENDENT SCHOOL DISTRICT
CONFLICT OF INTEREST STATEMENT

April 12, 2022 Agenda Item

Vendor	Product/Service	Fund	Procurement Method/contract Number
Greater East Texas Insurance Associates	Student Athletic Insurance Coverage and Catastrophic Student Athletic Coverage	461	RFP 18-0510-16 Student Athletic Insurance Coverage

Neither Moniki Mason, Director of Purchasing, nor the Director of Athletics, Ben Pardo 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 vendor who are recommended for the purchase of Student Athletic Insurance Coverage.

Moniki Mason

Moniki Mason
Director of Purchasing

4/1/2022

Date

Ben Pardo

Ben Pardo (Apr 1, 2022 15:20 CDT)

Ben Pardo
Director of Athletics

Apr 1, 2022

Date



Board of Trustees Agenda Item Information

Meeting Date: April 12, 2022

Meeting Type

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

Date Submitted: April 5, 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: Consideration and Acceptance of Donated Property to Pearland ISD from San Jacinto Community College District

Executive Summary: Board Policy CDC(LOCAL) related to gifts and solicitations requires Board approval for any gift with a cost or market value of \$50,000 or more.

San Jacinto Community College District is donating dental equipment and supplies to be utilized in our Career and Technical Education program. Administration is in the process of valuating the donated property, which will exceed \$50,000 in market value.

Administration recommends to accept title to the donated property. See attached list of donated property.

Associated District Goal:

- Goal 1 (Performance Objective 3): Provide high quality instructional and support programs to meet individual student needs and ensure college, career, or military readiness for all students.
- Goal 4: Pearland ISD will strategically maximize financial assets to provide resources to meet student needs in partnership with families and the greater community.

Fiscal Impact:

Cost:

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

Funding Source:

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

Fiscal Year:

Amendment Required?

- ☐ Yes
- ☒ No

Superintendent's Recommendation: That the Board accepts the property donated to Pearland Independent School District from San Jacinto Community College District.

Department Submitting: Business Office

Requested By: Jorgannie Carter

Cabinet Member's Approval: Larry Berger

Board Approval Required: ☒ Yes ☐ No

BILL OF SALE FOR DONATED PROPERTY

State of Texas §
 §
County of Harris §

SAN JACINTO COMMUNITY COLLEGE DISTRICT hereby donates and conveys to **PEARLAND INDEPENDENT SCHOOL DISTRICT** title in the property described in Attachment A.

By signature below, **PEARLAND INDEPENDENT SCHOOL DISTRICT** hereby accepts the donation of the subject property.

This Bill of Sale will be effective upon pickup of the property by **PEARLAND INDEPENDENT SCHOOL DISTRICT**.

Effective Date: April 14, 2022


**PEARLAND INDEPENDENT
SCHOOL DISTRICT**

Signature

Date

Printed name

**SAN JACINTO COMMUNITY
COLLEGE DISTRICT**








Signature








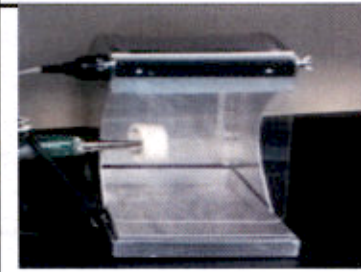








Date







Teri Zamora
Vice Chancellor of Fiscal Affairs

**Attachment A
Donated Property List**

<p>4 Adec Dental Units REF: 334 S/N 11J87652</p>		
<p>1 Adec Assistina 301 plus W & H</p>		
<p>2 Patterson Brand Model Trimmer H/P 1/3 AMPS 6.5 VOLT 115 S/N 14763</p>		
<p>1 DENTX 810 Basic Dental Film Processor DENTEX Daylight Loader</p>		
<p>1 TRIAD 2000 Light Curing Unit - Dentsply</p>		

<p>1 Progeny JB-70 wall-mounted x-ray system with Digital</p>	 
<p>1 Progeny JB-70 with outside Digital Wall Mount</p>	 
<p>1 Schick PN: B4792400 SN: 2706XJ 3463 CDR PanX Collimator May 2011</p> <p>1 Schick CDR Elite size 2 Sensor 9'</p>	 
<p>1 Baldor Lathe 380 WCT Wells Quick Chuck</p>	
<p>2 Henry Schein Splash Hood Socket with light & Shield</p>	 

3 Vibrator Atlas juniors	
1 Pentamix Lite 3M ESPE	
2 Henry Schein Vacuum Sealer Units	
1 Patterson Vacuum Former Pro	
Manikens 2 Adult - DXTTR III Adult Natural Teeth 1 DXTTR Jr	

4 Coltolux LED Curing Lights	
4 Patterson Amalgamators	
Crown ISOFORM MOLAR #64	 
4 Dental Manikin Trainer	
Nomad Pro2 handheld portable x-ray	

RAM Microlab 350 Series
Micromotor system



Giant Molars
Articulated Dental
Model





Board of Trustees Agenda Item Information

Meeting Date: April 12, 2022

Meeting Type

- ☒ Regular Meeting
☐ Special Meeting/Workshop
☐ Hearing

Date Submitted: April 5, 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: Consider to Approve the Method of Procurement for the Synthetic Turf Replacement Project at Dawson High School and award a contract to Hellas Construction, Inc.

Executive Summary: The Board approved the need to replace the synthetic turf at Dawson High School under the Capital Renewal Plan at the February 8, 2022 board meeting.

Chapter 791 of the Texas Government Code INTERLOCAL COOPERATIVE CONTRACTS authorizes local governments to contract with one another and with agencies of the state to increase the efficiency and effectiveness of the procurement process. Administration recommends utilizing the Interlocal Cooperative Contract as the method of procurement for this project.

Upon authorization to utilize this procurement method, Administration recommends awarding the turf replacement project to Hellas Construction, Inc., utilizing Buy Board contract #641-21 for Indoor and Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing in the amount of \$794,300.

This contract is in compliance with Texas Education Code (TEC) Chapter 44.031 and Texas Government Code Chapter 791.

Associated District Goal: WCG 4.3: Provide financial support for capital needs, contingencies, and a competitive employment compensation plan.

Fiscal Impact:

Cost:

- ☐ Recurring
☒ One-Time
☐ No Fiscal Impact

Funding Source:

- ☐ General Fund
☐ Grant Funds
☒ Other Funds (698 Capital Projects Fund)

Fiscal Year:

Amendment Required?

- ☐ Yes
☒ No

Superintendent's Recommendation: That the Board of Trustees authorizes:

- utilizing the Interlocal Contract method of procurement for the synthetic turf replacement project at Dawson High School; and
- awarding a contract to Hellas Construction, Inc. in the amount of \$794,300 for this project, utilizing Buy Board Contract #641-21 for Indoor and Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing.

Department Submitting: Business Office

Requested By: Matt Cline / Ben Pardo

Cabinet Member's Approval: Jorgannie Carter

Board Approval Required: ☒ Yes ☐ No



April 4, 2022

Ben Pardo

pardob@pearlandisd.org

RE: Synthetic Turf Field Replacement
Proposal – Glenda Dawson High School

Hellas Construction, Inc is pleased to provide this Scope of Work and Proposal for the above referenced project. Purchase via BuyBoard 641-21 Indoor and Outdoor Sports Surface, Repair and Renovation and Gym Floor Refinishing

General Conditions

Hellas will:

1. Provide project Insurance, Supervision and Mobilization.
2. Provide construction surveying, layout, and staking.
3. Provide performance and payment bonds.
4. Provide, prior to construction, all required submittals.
5. Provide, prior to construction, synthetic turf shop drawings.
6. Provide final punch-out and clean-up of the completed project.

BASE PROPOSAL

Synthetic Turf Field

Hellas scope of work:

1. **Removal** - Remove existing turf and dispose off-site. *Hellas will conduct tests in several locations of the existing aggregate stone base material to determine if the existing base meets permeability requirements. If the tests show that the existing aggregate stone base material does not drain adequately Hellas will notify the owner and provide additional scope of work and proposal pricing to correct the identified deficiencies of the existing aggregate and/or existing drainage piping system*
2. **Grading** – Regrade existing finish aggregate layer at field area and feather edges to accommodate new shock pad. *(No haul off of aggregate material, purchase of additional stone drainage material, or any grade changes are included in this proposal.)*
3. **Nailer** - Replace ~1,326 lineal feet of turf nailer with **EcoNailer™** recycled plastic 2" x 4" nailer.
4. **Shock Pad** – Install ~ 90,227 square feet of 19 mm **CUSHDRAIN®** shock pad at the synthetic turf area.





5. **Synthetic Turf** - Provide and install ~ 90,227 square feet of **matrix® HELIX 44 oz.** 100% Polyethylene Extruded Monofilament synthetic turf system with the noted installation options listed below.
- Football lines and markings per attached rendering.
 - Soccer lines and markings per attached Rendering
 - Center logo per attached rendering.
 - Proprietary “RealFill” (patent no. 6,800,339 B2) installation of selectively graded aggregate, green coated SBR rubber, and **ecotherm™ cap.**
 - Gmax testing
 - Provide 8-year manufacturer warranty

After synthetic turf installation is complete, Hellas will provide an operation and maintenance orientation for care of the turf field, and the supplied equipment quoted above.

Pricing valid for 14 days from date of this proposal.

Glenda Dawson High School Synthetic Turf Replacement	
Construction with matrix® helix 44 oz. 2" Pile Height	\$ 769,300.00
19 mm CUSHDRAIN® Shock Pad	
ecotherm™ cap Cooling Infill	
Subtotal	\$ 769,300.00
Contingency	\$ 25,000.00
Total Proposal	\$ 794,300.00

EXCLUSIONS

1. Any item of work not specifically listed above.
2. Any form of subgrade stabilization.
3. Poor subgrade soils – Hellas will proof roll field aggregate to check for subgrade soil stability. Any failing subgrade remediation will be negotiated between owner and contractor.
4. Haul off of aggregate material, purchase of additional stone drainage material, or any grade changes.
5. Geotechnical Investigation.
6. Any embankment or processing of imported soils.
7. SWPPP/Erosion control.
8. Site storm water management or permitting.
9. Any concrete work.
10. Any asphalt paving.



11. Any electrical work.
12. Any fence work.
13. Engineering.
14. Supply or installation of perimeter safety fencing
15. Site security
16. Any Allowances or Contingencies.
17. Taxes.
18. Permits.
19. Prevailing wages.
20. Any permits or fees, including any utility impact fees generated by construction improvements.
21. Owner shall provide ingress/egress for ALL personnel, equipment, and materials; typical construction traffic shall be expected for the duration of this contract. Contractor NOT responsible for damage due to typical construction traffic ingress/egress to the construction site.
22. Owner to supply secure laydown area for Hellas materials.


Notwithstanding anything to the contrary in any of the Contract documents, under no circumstances shall the Performance bonds, maintenance bonds or the obligations of the Surety be liable for any warranty obligations that exceed 1 year from the date of substantial completion as defined in the Contract documents.

Please contact this office should you have any questions regarding this quotation. **Hellas Construction, Inc** looks forward to the award of this project, and is eager to work with you.

A handwritten signature in blue ink that reads "Jack Adams". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Jack Adams
Vice President - Estimating







Hellas Construction, Inc. (P) (512) 250-2910
12000 West Parmer Lane (F) (512) 250-1960
Austin, TX 78613 hellasconstruction.com

OWNER:
Pearland ISD
Glenda Dawson High School
2050 Cullen Blvd, Pearland, TX 77581
(281) 412-8800

PROJECT:
SYNTHETIC TURF FOOTBALL FIELD

PROJECT LOCATION:
PEARLAND, TEXAS





COMMENTS:
Drawing scale accurate ONLY when printed on 11x17 paper. For visual purposes only, actual color may vary.

CREATED BY: SDL

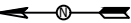
All drawings and written material appearing herein constitute original unpublished work, and may not be duplicated, used or disclosed without the written consent of Hellas Construction, Inc.

DATE:
FEBRUARY 16, 2022


REVISION:
-

SHEET TITLE:
COLOR RENDERING

SHEET NUMBER:
1



SCALE: 1:40



PEARLAND INDEPENDENT SCHOOL DISTRICT
CONFLICT OF INTEREST STATEMENT

April 12, 2022 Agenda Item

Vendor	Product/Service	Purchase Amount	Fund	Procurement Method/ Contract Number
Hellas Construction, Inc.	Synthetic Turf Replacement at Dawson High School	\$794,300	698	Buy Board Contract #641-21 for Indoor and Outdoor Sports Surfaces, Repair and Renovation, and Gym Floor Refinishing

Neither the Director of Purchasing, Moniki Mason, the Director of Maintenance and Operations, Matt Cline, nor the Director of Athletics, Ben Pardo 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 vendor who is recommended for the aforementioned purchase.

Moniki Mason
Moniki Mason
Director of Purchasing

4/5/2022
Date

Matt Cline
Matt Cline (Apr 5, 2022 14:14 CDT)
Matt Cline
Director of Maintenance and Operations

Apr 5, 2022
Date

Ben Pardo
Ben Pardo (Apr 5, 2022 14:13 CDT)
Ben Pardo
Director of Athletics

Apr 5, 2022
Date



Board of Trustees Agenda Item Information

Meeting Date: April 12, 2022

Meeting Type

- ☒ Regular Meeting
☐ Special Meeting/Workshop
☐ Hearing

Date Submitted: April 5, 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: Consider to Approve Design and Professional Services Consultant for Roof Replacements at the Silvercrest, Silverlake and Carlestone elementary campuses.

Executive Summary: The 2016 Bond program provided for additions and renovations to District facilities. The Capital Renewal Plan (CRP) Committee identified the need to replace roofs at Silvercrest Elementary, Silverlake Elementary and Carlestone Elementary (C-Wing) campuses. Administration will use remaining bond funds for the replacement of Silvercrest and Carlestone Elementary roof projects and capital projects funds for Silverlake Elementary roof replacement. The Board approved the replacement of these roofs as part of the 10-Year CRP during the February 9, 2022 board meeting.

Administration recommends retaining PBK for the design of roof replacements at the aforementioned campuses; PBK was originally selected as an architect for related 2016 bond projects at the December 2016 regular board meeting. PBK will engage their BEAM Professionals expertise to provide professional and consulting services for the roof replacement projects including:

- Design recommendations
- Construction drawings and specifications
- Assistance during the proposal phase, including evaluation of submitted proposals
- Assistance throughout the constructions phase
- Initiate a punch list and establish a date of substantial completion.

Compensation will be based on a fixed fee of 6% of the total construction cost for all projects. Upon approval, PBK will begin the design process for the roof replacement projects. *Note that the proposed fees for Carlestone Elementary have been prorated since the majority of the preparation for the roof project was completed in 2021. However, due to unforeseen circumstances, the awarded contractor withdrew its proposal.*

Recommendation is in compliance with Texas Government Code 2254.004.

Associated District Goal: WCG 4.3: Provide financial support for capital needs, contingencies, and a competitive employment compensation plan.

Fiscal Impact:

Cost:

- ☐ Recurring
☒ One-Time
☐ No Fiscal Impact

Funding Source:

- ☐ General Fund
☒ Other Funds (617 Bond)
☒ Other Funds (698 Capital Projects Fund)

Fiscal Year:

- Amendment Required?
☐ Yes
☒ No

Superintendent's Recommendation: That the Board of Trustees approve PBK to provide design and consulting services for the roof replacement projects at Silvercrest, Silverlake and Carlestone Elementary campuses.

Department Submitting: Business Office

Requested By: Matt Cline

Cabinet Member's Approval: Jorgannie Carter

Board Approval Required: ☒ Yes ☐ No

11 Greenway Plaza, 22nd Floor
Houston, Texas 77046
Toll-free: 1-800-938-7272
Fax: 713-961-4571
PBK.com

April 5, 2022

VIA: E-MAIL



Mr. Larry Berger
Superintendent of Schools
Pearland Independent School District
1928 N. Main St.
Pearland, Texas 77581

RE: Fee Proposal for 2021 Capital Renewal Plan – Phase 3 (Silvercrest Elementary School, Silverlake Elementary School and H.C. Carleston Elementary C-Wing)
Pearland Independent School District

Dear Mr. Berger,

Thank you for allowing PBK the opportunity to submit this proposal to provide roof consulting services for the 2021 Capital Renewal Plan – Phase 3 at Silvercrest Elementary School, Silverlake Elementary School and H.C. Carleston Elementary C-Wing. The estimated construction cost listed below is the cost reflected in the bond program. Given the escalation cost for reroof projects in the last several years we believe the bid cost will be considerable higher than the estimated cost listed below.

SCOPE OF WORK

Package 1

Silvercrest Elementary School Reroof

Roof replacement of existing built-up with Pearland ISD standard two-ply mod bit roofing system. **Warranty will be 20 Years.**

Estimated Construction Cost \$956, 593.00 x .06 = \$57,395.00

Package 2

Silverlake Elementary School Reroof

Roof replacement of existing built-up with Pearland ISD standard two-ply mod bit roofing system. **Warranty will be 20 Years.**

Estimated Construction Cost \$854,568.00 x 06 = \$51,274.00

Package 3

H. C. Carleston Elementary C Wing Roof Replacement

Construction drawings were included in the previous project. This proposal will be for construction administration only. **Warranty will be 20 Years.**

Estimated Construction Cost \$350,000.00 x .06 = \$21,000.00 x .25 = \$5,250.00

TOTAL ESTIMATED CONSTRUCTION COST\$2,161,161.00

SCOPE OF SERVICES

1. PBK will provide complete professional roof consulting services.
2. PBK will investigate the existing conditions and offer design recommendations for the new system.
3. After receiving approval of the selected design, PBK will provide a complete set of construction drawings and specifications, suitable for bidding, permitting and construction.
4. During the proposal phase, PBK will assist the District in advertising, collecting and analyzing the submitted proposals. We will prepare contracts once the successful contractor is awarded the project.
5. During the construction phase, PBK will assist the District by checking submittals, shop drawings, answering questions and conducting job meetings. We will review pay applications and the progress of the work.
6. Nearing completion of the work, PBK will initiate a punch list and establish the date of substantial completion.

COMPENSATION

Compensation for all services described herein will be based on a fixed fee at 6% for drawings and 25% of the 6% fee for construction administration. Total estimated fee is \$113,919.00

All of us at PBK would like to thank you for this opportunity. If you have any questions, please do not hesitate to give me a call.

Sincerely,



Phillip Rutter
Principal

Agreed to and Accepted this _____ day of _____, 20____.

Pearland Independent School District

Signature

Printed Name and Title

Date

PEARLAND INDEPENDENT SCHOOL DISTRICT
CONFLICT OF INTEREST STATEMENT

April 12, 2022 Agenda Item

Vendor	Product/Service	Fund	Procurement Method/ Contract Number
PBK Architects	Design and Consulting Services	617 698	RFQ# 16-1001-02 Architectural Services

Neither the Purchasing Director, 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 vendor who is recommended for the aforementioned purchase.

Moniki Mason

Moniki Mason
Director of Purchasing

4/4/22

Date

Matt Cline

Matt Cline (Apr 5, 2022 08:50 CDT)

Matt Cline
Director of Maintenance and Operations

Apr 5, 2022

Date



Board of Trustees Agenda Item Information

Meeting Date: April 12, 2022

Meeting Type

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

Date Submitted: April 5, 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: Consider to Approve the Contracting Method of Procurement for Roof Replacement Projects at Silvercrest, Silverlake, and Carlestone elementary campuses.

Executive Summary: The Capital Renewal Plan Committee has identified the need to replace the following roofs which are at or exceed their 20-year life expectancy:

- Silvercrest Elementary (entire roof)
- Silverlake Elementary (entire roof)
- Carlestone Elementary (C-wing only)

Under Section 2269 Subchapter D, CONTRACTS FOR FACILITIES: COMPETITIVE SEALED PROPOSALS the term "competitive sealed proposals" is a procurement method by which a governmental entity requests proposals, ranks the offerors, negotiates as prescribed, and then contracts with a general contractor for the construction, rehabilitation, alteration, or repair of a facility.

Administration recommends utilizing the Competitive Sealed Proposal as the method of procurement for these projects (approved as part of the 10-year Capital Renewal Plan).

Associated District Goal: WCG 4.3: Provide financial support for capital needs, contingencies, and a competitive employment compensation plan.

Fiscal Impact:

Cost:

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

Funding Source:

- ☐ General Fund
- ☐ Grant Funds
- ☐ Other Funds (617 Bond)
- ☐ Other Funds (698 Capital Renewal)

Fiscal Year:

Amendment Required?

- ☐ Yes
- ☒ No

Superintendent's Recommendation: That the Board of Trustees authorizes the Competitive Sealed Proposal method of procurement for the roof replacement projects at Silvercrest, Silverlake and Carlestone Elementaries.

Department Submitting: Business Office

Requested By: Matt Cline

Cabinet Member's Approval: Jorgannie Carter

Board Approval Required: ☒ Yes ☐ No



Board of Trustees Agenda Item Information

Meeting Date

Meeting Type

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

Date Submitted: 05/12/2021

Agenda Placement

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

Subject: Consider and Approve 2022-2023 Salary and Compensation Package

Executive Summary:

Each year, the district awards returning employees with a general pay increase (GPI). These approved requests increase Pearland ISD's competitiveness in the Houston area at or above market value. While amounts of the GPI vary and other creative options such as one-time payments, benefits contributions and equity adjustments are only sometimes considered, one fact remains; Pearland ISD values and appreciates all the efforts and dedication of its 2,740 employees.

During this school year, employees have successfully navigated post-COVID workplace expectations and assisted in a successful Voter Approval Tax Rate Election, all while battling economic inflation. Because of this, administration is seeking a 2% GPI for all teachers and non-exempt pay families, with the addition of some modest pay adjustments for market equity and a 1% GPI for Administrative/Professional pay families. The approved adjustments will allow current employees who fall below their pay range, to be individually calculated back within market range.

After input from board workshops, administration recommends the following improvements to our salaries and compensation package:

- Increase beginning teacher salaries from \$59,000 to \$59,600, leaving the control midpoint for teachers and librarians at \$63,500
- Salary increase estimates are as follows:
 - o 2% salary increase of the current midpoint to all teachers and non-exempt employees totaling \$2,214,924
 - o 1% salary increase of the current midpoint to all Administrative/Professional employees totaling \$315,760

Included in Administration's recommendation is that the board reserve the right to readdress a mid-year supplemental pay for employees depending on an analysis of the district's projected fund balance.

Link to Presentation:

https://www.pearlandisd.org/cms/lib/TX01918186/Centricity/Domain/59/2022_2023_Salary_Presentation.pptx

Associated District Goal:

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

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

Fiscal Impact:**Cost:**

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

Funding Source:

- ☒ General Fund
- ☐ Grant Funds
- ☒ Other Funds (Food Service and IDEA)

Fiscal Year:

Amendment Required?

- ☐ Yes
- ☒ No

Superintendent's Recommendation: That the board approves the salary and compensation package as presented for the 2022-2023 school year and reserves the right to provide for a mid-year pay supplement for employees depending on an analysis of the fund balance.

Department Submitting: Administration

Requested By: Dr. Sundie Dahlkamp
and Jorgannie Carter

Cabinet Member's Approval: Larry Berger

Board Approval Required: ☒Yes ☐No



Board of Trustees Agenda Item Information

Meeting Date April 12, 2022

Meeting Type

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

Date Submitted: April 6, 2022

Agenda Placement

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

Subject: Board President's Annual Report on Board Member's Required Continuing Education Training

Executive Summary: At the last regular board meeting before an election of trustees, the board president shall announce the name of each board member who has completed the required continuing education, who has exceeded the required hours of continuing education, and who is deficient in meeting the required continuing education as of the anniversary of the date of each board member's election or appointment to the board. The announcement shall state that completing the required continuing education is a basic obligation and expectation of any board member under SBOE rule. *19 TAC 61.1(j); Education Code 11.159(b)*

School board members must attain a specified number of training hours in orientation to the Texas Education Code, team building, and other continuing education hours. In addition, new trustees are to receive orientation to their role and the district. The board president must ensure that this information is reflected in the minutes of the meeting.

All members of the board of trustees have met, exceeded or are currently scheduled for the required continuing education training:

Tier One – Orientation/Updates (Required every two years except for newly elected board members who are required to complete Local Orientation and Orientation to the Texas Education Code. Experienced board members are required to complete Legislative Update after Legislative Session) (*Scheduled)

Trustee Jeff Barry
Trustee Crystal Carbone
Trustee Rebecca Decker
Trustee Sean Murphy

*Trustee Lance Botkin
Trustee Toni Carter
Trustee Kris Schoeffler

Tier Two- Team Building (Required every year - *Scheduled)

Trustee Jeff Barry
Trustee Crystal Carbone
Trustee Rebecca Decker
Trustee Sean Murphy

Trustee Lance Botkin
Trustee Toni Carter
Trustee Kris Schoeffler

Tier Three- Board Development (Required every year)

Trustee Jeff Barry
Trustee Crystal Carbone
Trustee Rebecca Decker
Trustee Sean Murphy

Trustee Lance Botkin
Trustee Toni Carter
Trustee Kris Schoeffler

Tier Four – Student Achievement (Required every two years)

Trustee Jeff Barry
Trustee Crystal Carbone
Trustee Rebecca Decker
Trustee Sean Murphy

Trustee Lance Botkin
Trustee Toni Carter
Trustee Kris Schoeffler

Fiscal Impact:

Cost:

- ☐ Recurring
☐ One-Time
☒ No Fiscal Impact

Funding Source:

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

Fiscal Year:

Amendment Required?

- ☐ Yes
☒ No

Superintendent's Recommendation: N/A

Department Submitting: Superintendent

Requested By: President Sean Murphy

Cabinet Member's Approval: N/A

Board Approval Required:

☐ Yes

☒ No



Board of Trustees Agenda Item Information

Meeting Date: April 12, 2022

Meeting Type

- ☒ Regular Meeting
☐ Special Meeting/Workshop
☐ Hearing

Date Submitted: April 5, 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 type="checkbox"/> Regular Agenda |
| <input type="checkbox"/> Recognition | <input checked="" type="checkbox"/> Information/Discussion |

Subject: Interim Financial Statement Report as of February 28, 2022

Executive Summary: The attached Financial Statement Report provides an estimate for the Fiscal Year 2021-22 eight-month period ending February 28, 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 eighth month of operations total 66.7% of budget and actual expenditures total 64.9%.
- **Food Service Fund** – Revenues realized total 96.9% of the budget (a March budget amendment increased budgeted revenues since meals continue to be free and USDA has increased the meal reimbursement rate); actual expenditures total 73.6%.
- **Debt Service Fund** – Revenues realized total 94.9%. Expenditures are 82.1%, with the remaining balance spent in the cash defeasance of Series 2014 and 2017 bonds in March.
- **Tax Revenue and Collections** – As of February 28, 2022, tax collections totaled 94.2% of the net tax levy and aligned with collections for the same eight-month period during the prior year.
- **CRRSA ESSER II Fund** – As of February 28, 2022, expenses totaled 89.1%, with 84.3% drawn down (revenue); remaining ESSER III funds total \$554,500.
- **ARP ESSER III Fund** – As of February 28, 2022, expenses totaled 69.7%, with 66.6% drawn down (revenue); remaining ESSER III funds total \$3,464,849.

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)
February 28, 2022

	FISCAL YEAR 2021-2022					PRIOR YEAR COMPARISON	
	BUDGET				Percent Realized/ Expended	Februar 28, 2021 Actual	Variance
	Adopted	Board Amended	YTD Actual	Remaining Budget			
Revenues							
5700 Local and Intermediate Sources	\$80,887,903	\$83,622,620	\$79,276,466	\$4,346,154	94.8%	\$73,773,527	\$5,502,939
5800 State Program Revenue	97,979,355	102,644,638	45,453,148	57,191,490	44.3%	52,011,759	(6,558,611)
5900 Federal Program Revenue	1,920,000	2,364,395	1,072,409	1,291,986	45.4%	466,328	606,081
Total Revenues	180,787,258	188,631,653	125,802,022	62,829,631	66.7%	126,251,614	(449,592)
Expenditures by Function							
11 Instruction	115,306,905	120,373,229	79,349,789	41,023,440	65.9%	74,434,241	4,915,548
12 Instructional Res. & Media Svcs.	1,938,078	1,938,078	1,255,861	682,217	64.8%	1,244,660	11,201
13 Curriculum & Staff Development	5,776,425	5,745,323	3,571,009	2,174,314	62.2%	3,513,022	57,987
21 Instructional Leadership	2,987,565	2,999,453	1,921,942	1,077,511	64.1%	1,691,230	230,712
23 School Leadership	12,893,376	12,897,817	8,268,731	4,629,086	64.1%	8,313,011	(44,280)
31 Guidance & Counseling	7,999,183	7,968,995	5,172,290	2,796,705	64.9%	5,038,639	133,651
32 Social Work Services	808,424	647,351	433,543	213,808	67.0%	405,489	28,055
33 Health Services	2,456,183	2,457,896	1,431,239	1,026,657	58.2%	1,437,387	(6,148)
34 Student Transportation	7,878,785	7,886,901	4,668,924	3,217,977	59.2%	4,082,175	586,750
36 Extra-Curricular Activities	4,739,675	4,753,759	2,834,364	1,919,395	59.6%	2,921,381	(87,017)
41 General Administration	5,710,870	5,777,671	3,682,061	2,095,610	63.7%	3,258,052	424,010
51 Plant Maintenance & Operations	23,210,525	23,223,024	14,140,356	9,082,668	60.9%	14,197,172	(56,816)
52 Security & Monitoring Services	2,076,052	2,369,350	1,710,987	658,363	72.2%	1,575,430	135,557
53 Data Processing Services	4,717,990	5,045,065	3,876,356	1,168,709	76.8%	3,607,576	268,780
61 Community Service	5,669	5,669	4,471	1,198	78.9%	1,452	3,018
71 Debt Service	-	876,789	629,745	247,044	71.8%	-	629,745
95 Payment to JJAEP	80,000	80,000	4,900	75,100	6.1%	6,400	(1,500)
99 Other Intergovernmental Charges	727,128	727,128	492,531	234,597	67.7%	479,761	12,770
Total Expenditures	199,312,833	205,773,498	133,449,099	72,324,399	64.9%	126,207,078	7,242,021
Revenues Over/(Under) Expenditures	(18,525,575)	(17,141,845)	(7,647,077)	(9,494,768)	1.8%	44,536	(7,691,613)
Other Financing Sources/(Uses)	-	9,940,035	9,947,238	(7,203)	100.1%	8,659	9,938,579
Net Change in Fund Balance	(18,525,575)	(7,201,810)	2,300,161	(\$9,501,971)		\$53,195	\$2,246,966
Fund Balance 7/1/21	\$67,028,559	67,028,559					
Estimated Fund Balance 6/30/22		\$59,826,749					
Expenditures by Major Object							
61XX Payroll	\$171,883,968	\$170,867,346	\$108,558,042	\$62,309,304	63.5%	\$109,379,896	(\$821,854)
62XX Contracted Services	13,045,039	12,355,985	7,041,081	5,314,904	57.0%	7,858,907	(817,826)
63XX Supplies and Materials	10,159,115	7,640,896	4,510,471	3,130,425	59.0%	6,480,183	(1,969,713)
64XX Other Operating Expenditures	4,050,538	3,925,346	2,742,445	1,182,901	69.9%	2,381,722	360,724
65XX Debt Service	-	876,789	629,745	247,044	71.8%	-	629,745
66XX Capital Outlay	174,173	10,107,136	9,967,315	139,821	98.6%	106,369	9,860,946
Total Expenditures	\$199,312,833	\$205,773,498	\$133,449,099	\$72,324,399	64.9%	\$126,207,078	\$7,242,021

PEARLAND INDEPENDENT SCHOOL DISTRICT
FOOD SERVICE FUND
Interim Statement of Revenues and Expenditures (Unaudited)
February 28, 2022

	FISCAL YEAR 2021-2022					PRIOR YEAR COMPARISON	
	BUDGET					February 28, 2021 Actual	Variance
	Adopted	Board Amended	YTD Actual	Remaining Budget	Percent Realized/ Expended		
Revenues							
5700 Local and Intermediate Sources	\$4,822,150	\$4,822,150	\$1,093,505	\$3,728,645	22.7%	\$546,177	\$547,328
5800 State Program Revenue	300,000	300,000	149,806	150,194	49.9%	148,934	873
5900 Federal Program Revenue	4,093,200	4,093,200	7,688,745	(3,595,545)	187.8%	2,970,562	4,718,183
Total Revenues	<u>9,215,350</u>	<u>9,215,350</u>	<u>8,932,056</u>	<u>283,294</u>	<u>96.9%</u>	<u>3,665,673</u>	<u>5,266,383</u>
Expenditures by Function							
35 Food Service	9,215,350	9,216,179	6,786,225	2,429,954	73.6%	4,744,259	2,041,966
71 Debt Service	-	1,989	1,326	663	66.7%	-	1,326
Total Expenditures	<u>9,215,350</u>	<u>9,218,168</u>	<u>6,787,551</u>	<u>2,430,617</u>	<u>73.6%</u>	<u>4,984,411</u>	<u>1,803,139</u>
Revenues Over/(Under) Expenditures	-	(2,818)	2,144,506	(2,147,324)	23.3%	(1,318,738)	3,463,244
Other Financing Sources/(Uses)	-	2,818	2,818	-	100.0%	-	2,818
Net Change in Fund Balance	-	-	\$2,147,324	(\$2,147,324)		(1,318,738)	\$3,466,062
Fund Balance 7/1/21	<u>\$974,015</u>	<u>974,015</u>					
Estimated Fund Balance 6/30/22		<u><u>\$974,015</u></u>					
Expenditures by Major Object							
61XX Payroll	\$4,265,370	\$4,265,370	\$2,819,297	\$1,446,073	66.1%	\$2,772,917	\$46,380
62XX Contracted Services	61,900	59,911	42,413	17,498	70.8%	26,575	15,838
63XX Supplies and Materials	4,836,880	4,836,880	3,915,625	921,255	81.0%	1,933,248	1,982,377
64XX Other Operating Expenditures	11,200	11,200	6,071	5,129	54.2%	5,115	956
65XX Debt Service	-	1,989	1,326	663	66.7%	-	1,326
66XX Capital Outlay	40,000	42,818	2,818	40,000	6.6%	246,556	(243,738)
Total Expenditures	<u>\$9,215,350</u>	<u>\$9,218,168</u>	<u>\$6,787,551</u>	<u>\$2,430,617</u>	<u>73.6%</u>	<u>\$4,984,411</u>	<u>\$1,803,139</u>

PEARLAND INDEPENDENT SCHOOL DISTRICT
DEBT SERVICE FUND
Interim Statement of Revenues and Expenditures (Unaudited)
February 28, 2022

	FISCAL YEAR 2021-2022					PRIOR YEAR COMPARISON	
	BUDGET		YTD Actual	Remaining Budget	Percent Realized/ Expended	Februar 28, 2021 Actual	Variances
	Adopted	Board Amended					
Revenues							
5700 Local and Intermediate Sources	\$35,816,407	\$35,816,407	\$33,740,771	\$2,075,636	94.2%	\$34,817,569	(\$1,076,798)
5800 State Program Revenue	468,207	468,207	707,788	(239,581)	151.2%	467,156	240,632
Total Revenues	<u>36,284,614</u>	<u>36,284,614</u>	<u>34,448,559</u>	<u>1,836,055</u>	<u>94.9%</u>	<u>35,284,725</u>	<u>(836,166)</u>
Expenditures by Function							
71 Debt Service	41,214,189	41,214,189	33,851,010	7,363,179	82.1%	33,802,569	48,441
Total Expenditures	<u>41,214,189</u>	<u>41,214,189</u>	<u>33,851,010</u>	<u>7,363,179</u>	<u>82.1%</u>	<u>33,802,569</u>	<u>48,441</u>
Revenues Over/(Under) Expenditures	(4,929,575)	(4,929,575)	597,548	(5,527,123)	12.8%	1,482,156	(884,608)
Other Financing Sources/(Uses)	-	-	-	-	-	(446,741)	446,741
Net Change in Fund Balance	(4,929,575)	(4,929,575)	\$597,548	(\$5,527,123)		\$1,035,415	(\$437,866)
Fund Balance 7/1/21	<u>\$25,523,554</u>	<u>25,523,554</u>					
Estimated Fund Balance 6/30/22		<u><u>\$20,593,979</u></u>					
Expenditures by Major Object							
65XX Debt Service	\$41,214,189	\$41,214,189	\$33,851,010	\$7,363,179	82.1%	\$33,802,569	\$48,441
Total Expenditures	<u>\$41,214,189</u>	<u>\$41,214,189</u>	<u>\$33,851,010</u>	<u>\$7,363,179</u>	<u>82.1%</u>	<u>\$33,802,569</u>	<u>\$48,441</u>

PEARLAND INDEPENDENT SCHOOL DISTRICT
ANALYSIS OF TAX REVENUE & COLLECTIONS
As of February 28, 2022

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

TAXABLE VALUES & TAX LEVY

	Certified	Adjusted	% Inc/(Dec)
Taxable Values			
Certified Taxable Value	\$8,716,021,138	\$8,716,021,138	
Adjustments	679,354,906 *	662,050,148	
Adjusted Taxable Value	<u>\$9,395,376,044</u>	<u>\$9,378,071,286</u>	-0.2%
Tax Levy			
Subtotal (/100 * Tax Rate)	\$123,567,986	\$123,340,394	
Less: Over Age 65 and/or Frozen	(4,000,000) *	(5,048,164)	
Net Tax Levy	<u>\$119,567,986</u>	<u>\$118,292,230</u>	-1.1%

* Estimated for Budget Purposes

PROPERTY TAX REVENUE

	Amended Budget	YTD Collected	% Collected
General Fund			
199 - Current Year Collections	\$81,551,620	\$77,934,919	95.6%
199 - Prior Year Collections	900,000	770,037	85.6%
Total - General Fund	<u>82,451,620</u>	<u>78,704,956</u>	<u>95.5%</u>
Debt Service Fund			
599 - Current Year Collections	35,331,407	33,526,594	94.9%
599 - Prior Year Actual Collections	320,000	348,925	109.0%
Total - Debt Service Fund	<u>35,651,407</u>	<u>33,875,519</u>	<u>95.0%</u>
Total - All Funds			
Total Current Year Collections	116,883,027	111,461,513	95.4%
Total Prior Year Collections	1,220,000	1,118,961	91.7%
Total - All Funds	<u>\$118,103,027</u>	<u>\$112,580,475</u>	<u>95.3%</u>

PERCENTAGE OF TAX LEVY COLLECTED AS OF FEBRUARY 28, 2022

Compared to Net Tax Levy:	Certified	Adjusted
FY 2021-22	93.2%	94.2%
FY 2020-21		94.2%

Note: The information on this analysis reflects tax collections as of February 28, 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.

PEARLAND INDEPENDENT SCHOOL DISTRICT
CRRSA ESSER II
Interim Statement of Revenues and Expenditures (Unaudited)
February 28, 2022

FY 2021 AND FY 2022				
	Grant Award	Life-to-Date Actual	Remaining Budget	Percent Realized/ Expended
Revenues				
5900 Federal Program Revenue	\$5,709,795	\$4,811,650	\$898,145	84.3%
Indirect Costs	(614,039)	(515,726)	(98,313)	84.0%
Total Revenues	5,095,756	4,295,924	799,832	84.3%
Expenditures by Function				
11 Instruction	1,220,871	666,371	554,500	54.6%
12 Instructional Res. & Media Svcs.	60,817	60,817	-	100.0%
13 Curriculum & Staff Development	256,649	256,649	-	100.0%
21 Instructional Leadership	22,817	22,817	-	100.0%
23 School Leadership	665,995	665,995	-	100.0%
31 Guidance & Counseling	179,001	179,001	-	100.0%
32 Social Work Services	4,663	4,663	-	100.0%
33 Health Services	132,064	132,064	-	100.0%
34 Student Transportation	647,338	647,338	-	100.0%
36 Extra-Curricular Activities	129,736	129,736	-	100.0%
41 General Administration	183,783	183,783	-	100.0%
51 Plant Maintenance & Operations	1,264,462	1,264,462	-	100.0%
52 Security & Monitoring Services	59,308	59,308	-	100.0%
53 Data Processing Services	250,698	250,698	-	100.0%
Total Expenditures	5,095,756	4,541,256	554,500	89.1%
Revenues Over/(Under) Expenditures	-	(245,332)	245,332	-4.8%
Other Financing Sources/(Uses)	-	-	-	0.0%
Net Change in Fund Balance	-	(\$245,332)	\$245,332	
Expenditures by Major Object				
61XX Payroll	\$5,095,756	\$4,541,256	\$554,500	89.1%
Total Expenditures	\$5,095,756	\$4,541,256	\$554,500	89.1%

PEARLAND INDEPENDENT SCHOOL DISTRICT
 ARP ESSER III
 Interim Statement of Revenues and Expenditures (Unaudited)
 February 28, 2022

FY 2021 AND FY 2022				
	Grant Award	Life-to-Date Actual	Remaining Budget	Percent Realized/ Expended
Revenues				
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	11,451,948	7,629,563	3,822,385	66.6%
Expenditures by Function				
11 Instruction	7,675,744	4,210,895	3,464,849	54.9%
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	89,995	89,995	-	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	8,423,087	4,958,238	3,464,849	58.9%
Revenues Over/(Under) Expenditures	3,028,861	2,671,325	357,536	7.8%
Other Financing Sources/(Uses)	(3,028,861)	(3,028,861)	-	100.0%
Net Change in Fund Balance	-	(\$357,536)	\$357,536	
Expenditures by Major Object				
61XX Payroll	\$2,996,027	\$2,509,324	\$486,703	83.8%
62XX Contracted Services	5,398,660	2,421,231	2,977,429	44.8%
63XX Supplies and Materials	28,400	27,683	717	97.5%
Total Expenditures	\$8,423,087	\$4,958,238	\$3,464,849	58.9%