

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, August 9, 2022**, beginning at 5:00 PM at Pearland Independent School District, 1928 North Main, Pearland, Texas 77581.

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

Public Comment: A link to a public comment form is available at:
<https://www.pearlandisd.org/publiccomment>. This form must be completed and submitted prior to August 8, 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 Amanda Kuhn
 - A. Such remarks by an individual board member are entirely his or her own and do not necessarily reflect the views or judgment of the Board of Trustees as a whole or the school district. No other members of the board or employees of the school district, or any other person in attendance at the meeting is expected or required to participate in any introductory remarks that are presented.
4. **Board Recognition**
5. **Closed Meeting** as Authorized by Section 551.001 et seq. of the Government Code
 - A. 551.071 - Private Consultation with the Board's Attorney Regarding any Item on the Agenda
 - B. 551.072 - Discussing Purchase, Exchange, Lease or Value of Real Property
 - C. 551.074 - Personnel Discussion
 1. Employment of Professional and Instructional Personnel
 2. Review Resignations
 - D. 551.076 Considering the Deployment, Specific Occasions for, or Implementation of, Security Personnel or Devices
 - E. 551.082 - Consider Discipline of a Public School Child, or Complaint or Charge Against Personnel
6. **Reconvene in Open Session**
7. **Consider Action on Items Discussed in Closed Session** as Listed Under Closed Meeting in this Notice
8. **Public Comment [Length of time of each not to exceed three (3) minutes]**
9. **New Business** - Consideration of and Possible Action on the Following
 - A. **Consent Agenda**
 1. Approve Minutes of the June 14, 2022 Regular Board Meeting and July 21, 2022 Special Board Meeting 3
 2. Approve Participation in CCISD's Interlocal Agreement for Cooperative Purchasing for General Foods and Full Service Food Distribution for 10

Procurement of Milk, Bread, Groceries, Product, Paper and Chemicals for the 2022-2023 School Year	
3. Approve Procured Budgeted Purchases that Aggregate \$75,000 or More	16
4. Annual Review/Update of Board Operating Procedures (Rules of Conduct and Standard Rules)	44
5. Approve, Revise or Delete Board Policies included in TASB's Localized Policy Manual Update 119; Revise DEAB (Local); Rescind EF (Local); and Adopt EFA (Local) and EFB (Local).	45
6. Approval of the 2022-2023 Student Code of Conduct	48
7. Approve Memorandum of Understanding with YMCA of Greater Houston	49
8. Review SBEC's Professional Development Clearinghouse and Approve District's Professional Development Plan	60
9. Approve Final Payment and Deductive Change Order for the Searcy Roof Replacement	62
10. Administrative Reports	
A. Fourth Quarter Investment Report for Fiscal Year 2021-2022	
B. Interim Financial Statement Report as of May 31, 2022	
11. Adjournment	

Certificate of Posting

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

Secretary to Board of Trustees



Board of Trustees Agenda Item Information

Meeting Date: August 9, 2022

Meeting Type

- Regular Meeting
- Special Meeting/Workshop
- Hearing

Date Submitted: August 2, 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 June 14, 2022, Regular Board Meeting and July 21, 2022, Special Board Meeting

Executive Summary: Minutes of the June 14, 2022, Regular Board Meeting and July 21, 2022, Special Board Meeting are submitted for review.

Associated District Goal: N/A

Fiscal Impact:

Cost:

- Recurring
- One-Time
- No Fiscal Impact

Funding Source:

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

Fiscal Year:

Amendment Required?

- Yes
- No

Superintendent's Recommendation: Minutes of the June 14, 2022, Regular Board Meeting and July 21, 2022, Special Board Meeting be approved as submitted.

Department Submitting: Superintendent's Office

Requested By: Larry Berger

Cabinet Member's Approval: Larry Berger

Board Approval Required: Yes No

Pearland Independent School District
Regular Meeting of the Board of Trustees
June 14, 2022

The Board of Trustees of the Pearland Independent School District met in regular session on Tuesday, June 14, 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 5:00 p.m.

Establishment of a Quorum 2.0
Trustee Sean Murphy, President
Trustee Crystal Carbone, Vice President
Trustee Toni Carter
Trustee Kris Schoeffler
Trustee Nanette Weimer

Trustees Absent: Trustee Lance Botkin, Secretary
Trustee Amanda Kuhn

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

Recording Secretary Gina Guzzetta

Introductory Remarks 6.0 Trustee Weimer remarked on Flag Day as a time to reflect on the foundations of freedom, the day was originated by a teacher to be celebrated around the country. Mrs. Weimer wished teachers, staff and students a safe, fun and relaxing summer. She acknowledged the dads and granddads as they celebrate Father’s Day and a thanks to God for the continued blessings to our district.

Trustee Murphy also offered a moment of silence for the Uvalde families who lost their love ones.

Board Recognition: 3.0 Several students were recognized from:
Dawson High School, Rishabh Dave for a perfect ACT

Dawson, Turner and Pearland; 2022 Team Pearadox: FIRST Robotics World Championship Finalist

Dawson, Turner and Pearland; for TAEA Visual Arts Scholastic Event State Medal and Gold Seal

West students Alan Yao and Braden Justin for Texas Math and Science Coaches Association State Competition, 1st Place

Dawson and Pearland; DECA International Qualifier

Rogers, West and Dawson; for FPS International Qualifier: 1st at State, 2nd at State, 3rd at State, State Senior Grand Champions in Community Problem Solving and Best CmPS Display

Turner for HOSA International Qualifier: 1st and 2nd at State

Dawson for UIL Academic State Meet, First and Second Placings

Dawson Eagles Water Polo Team and Manager: Runner Up in High School State Tournament

West student, Rahul Senthil, Do the Write Thing: Program Finalist

Brenda Waters, Senior Assistant Superintendent of Elementary Education on her retirement

Closed Session

4.0 President Murphy convened the Board into Closed Session at 5:32 p.m. in accordance with Section 551.001

- A. Section 551.071 - Private Consultation with the Board's Attorney Regarding any Item Listed on the Agenda
- B. Section 551.072 – Discussing purchase, exchange, lease or value of real property
- C. Section 551.074 - Personnel Discussion
 1. Employment of Professional and Instructional Personnel
 2. Review Resignations
- D. Section 551.076 - Considering the Deployment, Specific Occasions for, or Implementation of, Security Personnel or Devices
- E. Section 551.082 – Consider Discipline of a Public-School Child, or Complaint or Charge Against Personnel
 1. Consider the Level Three Parent Appeal under Board Policy FNG (Local) regarding the process involved in determining a student violated the student code of conduct including complaint(s) against employee(s). A presentation in accordance with Board Policy FNG (Local) in this matter may be heard in Open Session, as requested in writing by the parent (Tex. Gov. Code 551.082), subject to the exception that a board may not conduct a closed meeting to hear the complaint against an employee if the employee who is the subject of the deliberation or hearing requests a public hearing. (Tex. Gov.Code 551.074)

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

Reconvene

5.0 The Board reconvened in open session at 6:32 p.m.

Consider Action

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

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

Motion carried 5-0 with Botkin and Kuhn Absent

1. Consider Level Three Parent Appeal Pursuant to Board Policy FNG (Local) (E.1)

No action taken

Public Comment

8.0 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, June 13, 2022, for anyone who wished to address the Board of Trustees.

There were no patrons present for public comment.

Public Hearing

President Murphy opened the meeting as a Public Hearing at 6:34 p.m.

9.0 A. Hearing to Discuss Fiscal Year 2022-23 Budget and Proposed Tax Rate

CFO, Jorgannie Carter discussed the 2022-23 budget and proposed tax rate and the funding lag prior to H.B. 3 and answered questions from the Board.

There were no patrons present to speak on the topic.

Public Hearing was closed at 6:43 p.m.

President Murphy opened the meeting as a Public Hearing at 6:43 p.m.

9.0 B. Notice of Intent to Apply for 2021-2023 Federal Entitlement Block Grants

Dr. Nyla Watson and Jorgannie Carter answered questions from the Board.

There were no patrons present to speak on the topic.

Public Hearing was closed at 6:46 p.m.

New Business

Consent Agenda

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

The following items were then voted on:

Approval of Minutes

10. A.1 Approval of the minutes of the Regular Board Meeting on May 17, 2022 and

Special Board Meeting on May 24, 2022

- T-TESS Evaluation** **10. A.2** Approval of the 2022-2023 School Year Teacher Appraisal Calendar for Pearland ISD (T-TESS) Texas Teacher Evaluation and Support System
- T-TESS Appraiser** **10. A.3** Approval of the Texas Teacher Evaluation and Support System (T-TESS) Administrator Appraiser List for the 2022-2023 School Year
- Communities in Schools** **10. A.4** Approval of Communities in Schools Partnership Agreement for 2022-2023 School Year
- Communities in Schools Premier Academy** **10. A.5** Approval of the Communities in Schools Premier Academy Partnership Agreement for 2022-2023 School Year
- Budget Amendment** **10. A.6** Approval of Budget Amendment #3
- Purchases Over 75K** **10. A.7** Approval of Budgeted Purchases that Aggregate \$75,000 or more
- SRO Contract** **10. A.8** Approval of the Interlocal Agreement with the City of Pearland for the School Resource Officer (SRO) Program
- Resolution for Tax** **10. A.9** Approval of the Individual Authorized to Calculate the No-New-Revenue Tax Rate, The Voter-Approval Tax Rate and Other Truth-In-Taxation Requirements.

- A motion was made by Trustee Schoeffler and seconded by Trustee Carter that items 10.A.1, 10.A.2, 10.A.3, 10.A.4, 10.A.5, 10.A.6, 10.A.7, 10.A.8 and 10.A.9, of the consent agenda be approved as presented.

Motion carried 5-0 with Botkin and Kuhn Absent

Regular Agenda

- Cash Defeasance** **10. B.1** Consider Resolution Providing for the Cash Defeasance of Certain Currently Outstanding Obligations from the Series 2017 Bonds

John Robuck from BOK Financial and Dan Martinez from Winstead PC conducted a presentation on providing for the Cash Defeasance on Currently Outstanding Obligations from Series 2017 Bonds.

Questions were asked from the Board.

A motion was made by Trustee Carbone and seconded by Trustee Weimer that the Board approve the Resolution providing for the Cash Defeasance of Certain Currently Outstanding Obligations from the Series 2017 Bonds

Motion carried 5-0 with Botkin and Kuhn Absent

2022-23 Budget

10. B.2 Consider Approval of Fiscal Year 2022-23 Budget

A motion was made by Trustee Schoeffler and seconded by Trustee Carter that the Board approve the Fiscal Year 2022-23 Budget

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

Motion carried 5-0 with Botkin and Kuhn Absent

TASB Delegate

10. B.3 Designate Delegate and Alternate to the 2022 TASB Delegate Assembly

A motion was made by Trustee Schoeffler and seconded by Trustee Carter that the Board Designate Delegate as Trustee Carbone and Alternate as Trustee Botkin to the 2022 TASB Delegate Assembly

Motion carried 5-0 with Botkin and Kuhn Absent

Administrative Reports

Interim Financial Statement

11.A The Interim Financial Statement Report as of April 30, 2022, was presented.

Safe and Secure Report 11.B Review of Safe and Secure School Infrastructure and Processes was presented

Mr. Brad Hayes, Director of Safe and Secure Schools provided a presentation of safety processes in our schools.

Questions were asked from the Board.

Adjournment

12. 0 The meeting adjourned at 8:01 p.m.

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

President, Sean Murphy

Secretary, Lance Botkin

Date Minutes Approved _____

Date Signed by Officers _____

Pearland Independent School District
Special Meeting of the Board of Trustees
July 21, 2022

The Board of Trustees of the Pearland Independent School District met in regular session on Thursday, July 21, 2022 at 12:00 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 12:00 p.m.
- Establishment of a Quorum** **2.0**
Trustee Sean Murphy, President
Trustee Crystal Carbone, Vice President
Trustee Lance Botkin, Secretary
Trustee Toni Carter
Trustee Kris Schoeffler
Trustee Nanette Weimer
Trustee Amanda Kuhn
- Executive Council Present** Superintendent, Larry Berger
- Recording Secretary** Gina Guzzetta
- Public Comment** **3.0** There were no patrons present for public comment.
- Required Training** **4.0** The Board and Superintendent participated in required training and development with Kay Douglas, TASB Consultant.
- Closed Session** **5.0** The Board did not convene in closed session.
- Adjournment** **6.0** The meeting adjourned at 3:09 p.m.

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

President, Sean Murphy

Secretary, Lance Botkin

Date Minutes Approved _____

Date Signed by Officers _____



Board of Trustees Agenda Item Information

Meeting Date: August 9, 2022

Meeting Type

- Regular Meeting
- Special Meeting/Workshop
- Hearing

Date Submitted: August 2, 2022

Agenda Placement

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

Subject: Approve Participation in CCISD's Interlocal Agreement for Cooperative Purchasing for General Foods and Full-Service Food Distribution for Procurement of Milk, Bread, Groceries, Product, Paper, and Chemicals for the 2022-2023 School Year

Executive Summary: The Clear Creek Independent School District administers an Interlocal Purchasing Cooperative for General Foods and Full-Service Food Distribution whereby school districts from the area combine their purchasing power to buy high-volume items resulting in cost savings to the participating districts. Pearland ISD Food Service Department has utilized the interlocal agreement for the past eleven years and wishes to participate again during the 2022-2023 school year.

Pearland ISD Food Service Department completes an analysis of the food purchase to create a forecast and projection for annual food purchases. Below are the vendors Food Services will utilize under the Clear Creek Cooperative to procure food products for the 2022-2023 school year.

Vendor	Commodity	Estimated Annual Purchase
Borden	Milk and Assorted Juices	\$800,000
Kurz	Bread Products	\$100,000
Labatt	Grocery, Produce, Paper and Chemical Products	\$3,000,000
	Total	\$3,900,000

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

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

Associated District Goals:

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

Fiscal Impact:

Cost:

- Recurring
- One-Time
- No Fiscal Impact

Funding Source:

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

Fiscal Year:

Amendment Required?

- Yes
- No

Superintendent's Recommendation: That the board of trustees approves the use of the Clear Creek ISD Interlocal Purchasing Cooperative for General Foods and Full Services Distribution's contracts with Borden,

Kurz and Labatt for the procurement of milk products, bread, groceries, produce, paper and chemical products for the 2022-2023 school year.

Department Submitting: Purchasing/Moniki Mason

Requested By: Dorothy Simpson

Cabinet Member's Approval: Jorgannie Carter

Board Approval Required: **Yes** **No**

Labatt/Pearland ISD Estimated Purchases of Top 50 items						SY 21-22	SY 22-23	SY 22-23
Item #	Label	Description	Pack	Size	Cases Sold	Sell Price	Sell Price	Est. Annual
8939606	BIG DADDYS	PIZZA PRIMO TKY PEP 16"WG CN	9	41.05 OZ	3,825	\$64.61	\$68.60	\$262,395.00
8939605	BIG DADDYS	PIZZA PB PRIMO 4CHS 16"WG CN	9	41.05 OZ	3,097	\$60.27	\$64.13	\$198,610.61
8914055	TABATCHNIC	MAC & CHEESE WG	4	5 LB	2,306	\$48.31	\$63.67	\$146,823.02
2019404	TABATCHNIC	SAUCE, CHEESE JALEP BULK	4	5 LB	1,952	\$53.73	\$61.82	\$120,672.64
9011089	TYSON	BRST FILET BRD WG H&S	132	3.75 OZ	910	\$102.29	\$113.58	\$103,357.80
8898155	TYSON	CHIKN TENDRLN,MDW/WHLMUSL,WG	240	2.07 OZ	759	\$105.02	\$116.60	\$88,499.40
9385981	BOSCO	STICK CHEESE STFD WG RF 6	144	57 GM	1,342	\$66.24	\$60.46	\$81,137.32
4801007	SMUCKERS	UNCRUSTABLE,PB & GRP WG	72	5.3 OZ	919	\$75.41	\$87.89	\$80,770.91
8868509	GOLD KIST	POPCORN CHICKEN SMACKERS WG	6	5 LB	803	\$77.33	\$96.91	\$77,818.73
1690034	ZEE ZEES	FRUIT CUP, DICED PEACH	72	4.5 OZ	1,316	\$49.49	\$55.49	\$73,024.84
9911023	TYSON	FC WG CHICK DRUMSTICK BONEIN	92	4.39 OZ	741	\$86.99	\$94.98	\$70,380.18
8908283	BEACON ST	CHEESE STUFFED STICKS WG CN	200	2.10 OZ	1,083	\$54.91	\$64.14	\$69,463.62
9240041	BAKECRAFTE	TEXAS TOAST GARLIC WG RF	120	1.31 OZ	1,957	\$26.23	\$33.09	\$64,757.13
4256033	YANG'S	MANDARIN ORANGE CHICKEN JR	6	5 LB	346	\$131.65	\$171.11	\$59,204.06
6490026	GEN MILLS	CEREAL, CTC LS,EQ GRAIN	60	2.0 OZ	2,011	\$24.94	\$29.24	\$58,801.64
9800159	IND WRAP	APPLESAUCE UNS ORIGINAL PF	96	4.5 OZ	1,711	\$26.43	\$34.13	\$58,396.43
4172117	RUDYS	CHIP YELLOW ROUND WG	6	2 LB	2,679	\$17.33	\$21.58	\$57,812.82
8868064	TYSON	CHUNK, CHKN MINI WG H&S	1	31.5 LB	446	\$113.18	\$125.57	\$56,004.22
8957411	HUHTAMAKI	TRAY, 5 COMP ECOFIBER	240	1 CT	1,788	\$29.55	\$29.55	\$52,835.40
6490030	GEN MILLS	CEREAL, LUCKY CHARMS EQ GRAI	60	2 OZ	1,728	\$24.94	\$29.24	\$50,526.72
3777921	DORITOS	CHIPS FLAMAS RF WG	72	1 OZ	1,849	\$25.53	\$26.87	\$49,682.63
9021022	MCCAIN	FRIES, WEDGE SEAS 8-CUT OVEN	6	5 LB	961	\$55.78	\$51.53	\$49,520.33
4801000	SMUCKER'S	UNCRUSTABLE, PB & GRP WG	72	2.6 OZ	1,085	\$38.41	\$44.77	\$48,575.45
8883033	JENNIE-O	TKY TACO MEAT WHT/DK FC CN	4	7 LB	527	\$84.40	\$91.08	\$47,999.16
8992228	MCCAIN	FRIES, 1/2" CRISPY CRINKLE	6	5 LB	912	\$32.53	\$48.51	\$44,241.12
4266501	YANGS	CHICKEN, GENERAL TSO'S	192	3.6 OZ	238	\$143.75	\$185.63	\$44,179.94
7789077	WALLACE	KIT- MD WHT PP FK,SP,STR,NAP	1	500 CT	2,244	\$14.82	\$18.80	\$42,187.20
1690036	ZEE ZEES	FRUIT CUP, DICED PEAR	72	4.5 OZ	732	\$47.86	\$56.51	\$41,365.32
7815488	WALLACE	KIT-MD WHT FK,KN,SP,NAP10X10	1	250 CT	2,888	\$13.17	\$14.28	\$41,240.64
7620110	PACTIV	TRAY, BLACK 5 COMP	1	500 CT	1,265	\$40.79	\$32.50	\$41,112.50
2280000	REDPACK	MARINARA, DIPPING CUPS	84	2.5 OZ	1,332	\$24.41	\$30.42	\$40,519.44
9810135	IND WRAP	APPLESAUCE UNS MIX BERRY PF	96	4.5 OZ	1,141	\$26.43	\$34.13	\$38,942.33
8867500	GOLDKIST	CHXN,SMACKERS DRKMT FC,WG,CN	111	4.3 OZ	375	\$86.12	\$98.49	\$36,933.75
2310000	RED GOLD	KETCHUP, NATURAL, LOW SODIUM	1000	9 GM	1,424	\$19.99	\$25.85	\$36,810.40
9090540	GARDEN FRE	CORN, CUT WHOLE KERNAL	1	20 LB	1,415	\$21.75	\$25.87	\$36,606.05
3760100	WELCH'S	MIXED FRUIT, FRUIT SNACKS	144	1.55 OZ	708	\$47.40	\$51.60	\$36,532.80
1270137	OCEANSPRAY	CRAISIN, I/W STRAWBERRY	200	1.16 OZ	727	\$43.79	\$48.17	\$35,019.59
3777906	CHEETOS	CHIPS OVEN BAKED FLAM HOT WG	104	.875 OZ	888	\$35.31	\$37.16	\$32,998.08
8960098	JIMMY DE	BREAKFAST STICKS, FC BULK	60	2.51 OZ	602	\$53.89	\$53.89	\$32,441.78
1270239	OCEANSPRAY	CRAISIN, I/W WATERMELON	200	1.16 OZ	629	\$43.79	\$48.17	\$30,298.93
7661473	PACTIV	TRAY, CARRYING WHITE	250	9X12	1,175	\$24.84	\$24.85	\$29,198.75
9241002	BENEFIT	COOKIE, DOUBLE CHOC RF WG	192	1.85 OZ	624	\$41.42	\$46.46	\$28,991.04
1550007	NIAGARA	WATER, PURIFIED	24	16.9 OZ	5,201	\$4.49	\$5.42	\$28,189.42
4080618	RICH'S	DONUT RING, RICH CINNAMON WG	84	2.5 OZ	673	\$37.51	\$40.36	\$27,162.28
3777915	DORITOS	CHIPS NACHO CHEESE RF WG	72	1 OZ	966	\$25.53	\$26.87	\$25,956.42
3471117	PPI	DRESSING, BMLK RANCH 12GM	200	12 GM	2,755	\$7.62	\$9.20	\$25,346.00
3802551	GRANDMA'S	COOKIE, CHOC CHIP WG	80	1.22 OZ	824	\$27.27	\$29.57	\$24,365.68
8935601	JTM	CORN DOGS, MINI TURKEY WG	6	5 LB	210	\$105.88	\$115.95	\$24,349.50
5010074	RED GOLD	BBQ DIPPING CUP, LS	250	1 EA	628	\$25.55	\$36.61	\$22,991.08
8970046	MCCAIN	FRIES, EMOTICON POTATO SHAPE	6	4 LB	475	\$32.25	\$47.06	\$22,353.50
								\$2,897,403.60

Pearland ISD



Item Code	Description	Size	Count	2021-2022 Price	2022-2023 Price
25351	1% White Milk	Paper 8 oz.	50	0.3019	0.3188
25604	Fat Free Chocolate	Paper 8 oz.	50	0.3019	0.3188
25399	1% White Milk	Plastic 8 oz.	50	0.3408	0.3577
25607	Fat Free Chocolate	Plastic 8 oz.	50	0.3408	0.3577
25400	Fat Free White	Plastic 8 oz.	50	0.3408	0.3577
25388	Orange Juice	Paper 4 oz.	75	0.1805	0.1855
25402	Apple Juice	Paper 4 oz.	75	0.1535	0.1585

Kurz

	21-22 Bid Price	22-23 Bid Price
6" Flour Tortilla 20ct.	\$ 1.19	\$ 1.99
White Whole Wheat Sandwich Bread 24oz.	\$ 1.49	\$ 1.49
4" White Whole Wheat Hamburger Buns 30 ct.	\$ 2.49	\$ 2.59
6" Large White Whole Wheat Hot Dog Bun 12ct.	\$ 2.59	\$ 2.69

PEARLAND INDEPENDENT SCHOOL DISTRICT
CONFLICT OF INTEREST STATEMENT

August 9, 2022 Agenda Item

Vendor	Product/Service	Purchase Amount	Fund	Procurement Method/ Contract Number
Borden	Milk and Assorted Juices	\$800,000	240	Clear Creek ISD Interlocal Purchasing Cooperative for General Foods and Full Service Food Distribution
Kurz	Bread Products	\$100,000	240	Clear Creek ISD Interlocal Purchasing Cooperative for General Foods and Full Service Food Distribution
Labatt	Various Food Items	\$3,000,000	240	Clear Creek ISD Interlocal Purchasing Cooperative for General Foods and Full Service Food Distribution

Neither the Purchasing Director, Moniki Mason nor the Director of Food Service, Dorothy Simpson have a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the vendors who are recommended for the purchases aforementioned.

Moniki Mason
Moniki Mason
Director of Purchasing

8/1/2022
Date

Dorothy Simpson
Dorothy Simpson (Aug 1, 2022 16:48 CDT)
Dorothy Simpson
Director of Food Service

Aug 1, 2022
Date



Board of Trustees Agenda Item Information

Meeting Date: August 9, 2022

Meeting Type

- Regular Meeting
- Special Meeting/Workshop
- Hearing

Agenda Placement

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

Date Submitted: August 2, 2022

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 Choice Partners #20/045KN-04 for Financial Software with Tyler Technologies, Inc. for annual system management support and software fees in the amount of \$110,476. (Fund 199)
- Approval of purchase utilizing Choice Partners Contract #21/031KN-50 for Internet Access with PS Lightwave for dark fiber maintenance in the amount of \$283,482. (Fund 199) Detailed quote can be viewed at <https://adobe.ly/3bbLHXS>.
- Approval of purchase utilizing Pearland ISD RFP #20-0926-01 for District-Wide Contracted Services with College Board for PSAT/NMSQT exams for the 2022-2023 school year in the amount of \$86,786. (Fund 199) Detailed contract/quote can be viewed at <https://adobe.ly/3b5FzQZ>.
- Approval of purchases utilizing Pearland ISD RFP #20-1219-08 for Motor Vehicle Fuel from Mansfield Oil Company of Gainesville, Inc. and Sun Coast Resources for the 2022-2023 fiscal year for a total amount not to exceed \$850,000. (Fund 199)
- Approval of purchases utilizing Buy Board Contract #630-20 for School Buses, Options and Parts from Thomas Bus Gulf Coast for the purchase of four 78-passenger buses in the amount of \$496,600. (Fund 698) Detailed quote can be viewed at <https://adobe.ly/3oQzoDE>.
- Ratification of purchases utilizing Choice Partners Contract #21/017KN-01 for Fine Paper from Western-BRW Paper Co., Inc dba Bosworth Papers Co., Inc. for warehouse stock copy paper in the amount of \$142,269. (Fund 199)
- Ratification of purchases utilizing Pearland ISD RFP #19-0509-06 for Maintenance and Custodial Supply and Services from Cordell, Inc. dba Ridley's Vacuum & Janitorial Supply for warehouse stock janitorial supplies in the amount of \$228,308. (Fund 199)
- Approval of purchases utilizing DIR Contract #DIR-TSO-3763 for Dell Branded Hardware, Software and Related Services & Cloud Services from Dell Technologies for computers for the animation and

engineering computer labs at Dawson and Turner High Schools in the amount of \$171,498. (Fund 617)

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

Associated District Goals:

- WCG#1 - Pearland ISD will continue to make student academic performance its top priority, through data, technology, and differentiated instruction.
- WCG#2 - Pearland ISD will support the physical and mental health of all students and staff.

Fiscal Impact:

Cost:

- Recurring
- One-Time
- No Fiscal Impact

Funding Source:

- General Fund
- Grant Funds (224 IDEA B)
- Series 2017 Bond (Fund 617)
- Capital Projects (Fund 698)

Fiscal Year:

Amendment Required?

- Yes
- No

Superintendent's Recommendation: That the board of trustees approves the recommended single, budgeted purchases exceeding \$75,000 as listed in the attached CH Local report.

Department Submitting: Purchasing/Moniki Mason

Requested By: Jon-Paul Estes, Matt Cline, Keith Kaup, Mike Akin

Cabinet Member's Approval: Jorgannie Carter

Board Approval Required: Yes No

PEARLAND INDEPENDENT SCHOOL DISTRICT
CH LOCAL REPORT FOR SINGLE PURCHASE OVER \$75,000 FOR FISCAL YEAR 2022-2023
August 9, 2022 - BOARD MEETING

Vendor Name	Product/Service	Procurement Method	Funding Source	FY 22-23 Expenditure	FY 21-22 Expenditure	Contract Information
Tyler Technologies, Inc.	System Support and updates	Interlocal Agreement	199	\$110,476	\$105,344	DIR Contract #DIR-TSO-4037 for Case Management Software and Related Services
PS Lightwave	Dark Fiber Maintenance	Interlocal Agreement	199	\$283,482	\$277,469	Choice Partners Contract #21/031KN-50 for Internet Access
College Board	PSAT/NMSQT test	Request for Proposal	199	\$86,786	\$83,472	Pearland ISD RFP #20-0926-01 for District-wide Contracted Services
Mansfield Oil Company of Gainesville, Inc. & Sun Coast Resources	Motor Vehicle Fuel	Request for Proposal	199	\$850,000	\$1,017,430	Pearland ISD RFP #20-1219-08 for Motor Vehicle Fuel
Thomas Bus Gulf Coast	78-passenger buses	Interlocal Agreement	698	\$496,600		Buy Board Contract #630-20 for School Buses, Options and Parts
Western-BRW Paper Co., Inc dba Bosworth Papers Co., Inc.	Warehouse Stock - Copy Paper	Interlocal Agreement	199	\$142,269	\$163,620	Choice Partners Contract #21/017KN-01 for Fine Paper
Cordell, Inc. dba Ridley's Vacuum & Janitorial Supply	Warehouse Stock - Janitorial Supplies	Request for Proposal	199	\$228,308	\$223,701	Pearland ISD RFP#19-0509-06 for Maintenance and Custodial Supply and Services
Dell Technologies	Computers	Interlocal Agreement	617	\$171,498		DIR Contract #DIR-TSO-3763 for Dell Branded Hardware, Software and Related Services & Cloud Services



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

THIS IS NOT AN INVOICE PROFORMA

Empowering people who serve the public®

Company	Order No.	Date	Page
045	174761	05/31/2022	1 of 2

Questions

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

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

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

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

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
Contract No.: PEARLAND ISD, TX							
1 Renewal: TYLER SYSTEM MANAGEMENT SERVICES SUPPORT Maintenance Plan: ; Start: 09/01/2022, End: 08/31/2023; Term: 12 months	No	1	1	EA	21,555.20	.00	21,555.20
2 Renewal: TYLER UNLIMITED CLIENT ACCESS MAINTENANCE Maintenance Plan: ; Start: 09/01/2022, End: 08/31/2023; Term: 12 months	No	1	1	EA	2,700.00	.00	2,700.00
3 Renewal: SUPPORT & UPDATE LICENSING - TYLER REPORTING SERVICES Maintenance Plan: ; Start: 09/01/2022, End: 08/31/2023; Term: 12 months	No	1	1	EA	5,387.57	.00	5,387.57
4 Renewal: SUPPORT & UPDATE LICENSING - GENERAL BILLING Maintenance Plan: ; Start: 09/01/2022, End: 08/31/2023; Term: 12 months	No	1	1	EA	1,616.27	.00	1,616.27
5 Renewal: SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Maintenance Plan: ; Start: 09/01/2022, End: 08/31/2023; Term: 12 months	No	1	1	EA	3,555.80	.00	3,555.80
6 Renewal: SUPPORT & UPDATE LICENSING - FIXED ASSETS Maintenance Plan: ; Start: 09/01/2022, End: 08/31/2023; Term: 12 months	No	1	1	EA	3,879.05	.00	3,879.05
7 Renewal: SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE Maintenance Plan: ; Start: 09/01/2022, End: 08/31/2023; Term: 12 months	No	1	1	EA	6,465.08	.00	6,465.08
8 Renewal: SUPPORT & UPDATE LICENSING - HUMAN RESOURCES MANAGEMENT Maintenance Plan: ; Start: 09/01/2022, End: 08/31/2023; Term: 12 months	No	1	1	EA	6,465.08	.00	6,465.08
9 Renewal: SUPPORT & UPDATE LICENSING - INVENTORY Maintenance Plan: ; Start: 09/01/2022, End: 08/31/2023; Term: 12 months	No	1	1	EA	3,555.80	.00	3,555.80



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

THIS IS NOT AN INVOICE PROFORMA

Company	Order No.	Date	Page
045	174761	05/31/2022	2 of 2

Empowering people who serve the public®

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

No. Item/ Description/ Comments	Drop Ship	# Users	Quantity	U/M	Unit Price	Disc %	Total Cost
10 Renewal: SUPPORT & UPDATE LICENSING - MUNIS OFFICE Maintenance Plan: ; Start: 09/01/2022, End: 08/31/2023; Term: 12 months	No	1	1	EA	2,747.68	.00	2,747.68
11 Renewal: SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Maintenance Plan: ; Start: 09/01/2022, End: 08/31/2023; Term: 12 months	No	1	1	EA	16,890.02	.00	16,890.02
12 Renewal: SUPPORT & UPDATE LICENSING - PROFESSIONAL DEVELOPMENT Maintenance Plan: ; Start: 09/01/2022, End: 08/31/2023; Term: 12 months	No	1	1	EA	2,489.06	.00	2,489.06
13 Renewal: SUPPORT & UPDATE LICENSING - PURCHASE ORDERS Maintenance Plan: ; Start: 09/01/2022, End: 08/31/2023; Term: 12 months	No	1	1	EA	3,879.05	.00	3,879.05
14 Renewal: SUPPORT & UPDATE LICENSING - REQUISITIONS Maintenance Plan: ; Start: 09/01/2022, End: 08/31/2023; Term: 12 months	No	1	1	EA	3,232.56	.00	3,232.56
15 Renewal: SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD Maintenance Plan: ; Start: 09/01/2022, End: 08/31/2023; Term: 12 months	No	1	1	EA	2,747.68	.00	2,747.68
16 Renewal: SUPPORT & UPDATE LICENSING - PAYROLL WITH EMPLOYEE SELF SERVICE Maintenance Plan: ; Start: 09/01/2022, End: 08/31/2023; Term: 12 months	No	1	1	EA	14,708.07	.00	14,708.07
17 Renewal: SUPPORT & UPDATE LICENSING - TIMEKEEPING INTERFACE Maintenance Plan: ; Start: 09/01/2022, End: 08/31/2023; Term: 12 months	No	1	1	EA	1,777.90	.00	1,777.90
18 Renewal: SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT Maintenance Plan: ; Start: 09/01/2022, End: 08/31/2023; Term: 12 months	No	1	1	EA	3,232.56	.00	3,232.56
19 Renewal: TYLER FORM PROCESSING SUPPORT Maintenance Plan: ; Start: 09/01/2022, End: 08/31/2023; Term: 12 months	No	1	1	EA	3,591.71	.00	3,591.71

Does not include any applicable taxes

Order Total: 110,476.14

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

PEARLAND INDEPENDENT SCHOOL DISTRICT
CONFLICT OF INTEREST STATEMENT

CH Local Report
August 9, 2022 Agenda Item

Vendor	Product/Service	Purchase Amount	Fund	Procurement Method/ Contract Number
Tyler Technologies, Inc.	Annual System Management Support and Software	\$110,476	199	DIR Contract #DIR-TSO-4037 for Case Management Software and Related Services
PS Lightwave	Dark Fiber Maintenance	\$283,482	199	Choice Partners Contract #21/031KN-50 for Internet Access

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

7/28/2022

Date

Jon-Paul Estes

Jon-Paul Estes (Jul 28, 2022 10:02 CDT)

Jon-Paul Estes
Chief Technology Officer

Jul 28, 2022

Date

1	Per Gallon Differential (+ or -) respective to OPIS rack price				
	Supplier	QTY	UOM	Rate	Extended
	Mansfield Oil Company of Gainesville, Inc.	1	EA	-\$0.0396	-\$0.0396
	Sun Coast Resources, Inc.	1	EA	\$0.19	\$0.19

2	Per Gallon Differential (+ or -) respective to OPIS rack price				
	Supplier	QTY	UOM	Rate	Extended
	Mansfield Oil Company of Gainesville, Inc.	1	EA	-\$0.0311	-\$0.0311
	Sun Coast Resources, Inc.	1	EA	\$0.0275	\$0.0275

3	Price per Gallon - Freight				
	Supplier	QTY	UOM	Rate	Extended
	Sun Coast Resources, Inc.	1	EA	\$0.00	\$0.00
	Mansfield Oil Company of Gainesville, Inc.*	1	EA	\$0.0379	\$0.0379

*Mansfield Oil Company of Gainesville's rate increased from \$0.0313 to \$0.0379

4	Price per Gallon- Pump Off Fee				
	Supplier	QTY	UOM	Rate	Extended
	Mansfield Oil Company of Gainesville, Inc.*	1	EA	\$50.00	\$50.00
	Sun Coast Resources, Inc.*	1	EA	\$50.00	\$50.00

* = Flat Fee

PEARLAND INDEPENDENT SCHOOL DISTRICT
CONFLICT OF INTEREST STATEMENT

August 9, 2022 Agenda Item

Vendor	Product/Service	Fund	Procurement Method/ Contract Number
Mansfield Oil Company of Gainesville, Inc. Sun Coast Resources, Inc.	Motor Vehicle Fuel	199	Pearland ISD Contract # 20-1219-08 Motor Vehicle Fuel

Neither the Director of Purchasing, Moniki Mason, nor the Director of Transportation, Keith Kaup 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

7/28/2022

Date

Keith Kaup

Keith Kaup
Director of Transportation

Jul 28, 2022

Date

PEARLAND INDEPENDENT SCHOOL DISTRICT
CONFLICT OF INTEREST STATEMENT

August 9, 2022 Agenda Item

Vendor	Product/Service	Purchase Amount	Fund	Procurement Method/ Contract Number
Thomas Bus Gulf Coast	78-passenger buses	\$495,800	698	Buy Board Contract #630-20 for School Buses, Options and Parts

Neither the Director of Purchasing, Moniki Mason, nor the Director of Transportation, Keith Kaup have a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the vendors who are recommended for the purchases aforementioned.

Moniki Mason

Moniki Mason
Director of Purchasing

8/2/2022

Date

Kj

Keith Kaup
Director of Transportation

Aug 2, 2022

Date

12300387

13557

V#

Choice Partners/HCDE Purchase Order

Order Information

Buyer: Howard Rose
 Entity Name : Pearland ISD
 PO Number:
 Order Date: N/A
 Requested Delivery Date:
 Accounting Code:

Vendor Information

Company: Bosworth Papers
 Contact: Andrea Ross
 Address: 10425 Okanella Ste. 600
 Houston, Texas 77041
 Telephone: 713-460-5060
 Fax: 713-460-2037
 Email: bosworthcsr@ovol.us

Purchase Order Notes

Ship to Information

Contact: Howard Rose
 Address: P. O. Box 7
 Pearland, Pearland Pearland
 UNITED STATES
 Telephone: 281-485-3203
 Email: roseh@pearlandisd.org
 Notes:

Bill to Information

Contact: Howard Rose
 Entity Name : Pearland ISD
 Address: P. O. Box 7
 Pearland, Texas 775814209
 UNITED STATES
 Telephone: 281-485-3203
 Email: roseh@pearlandisd.org

Order Items

G/L # 1

G/L # 200

2 / 200

3 / 200

4 / 200

Qty.	Unit	Item Description	Price	Ext. Price
		Cover Stock, 65 Lb., 8-1/2 Inch X 11 Inch, Ivory Domtar Colors Cover: Packaged In 250/Pkg		
200	2 PACKAGES	CP Item # :20312 Manufacturer # :D83-94173 Supplier Item # :D83-82490 Bid Reference # :CHOICE PARTNERS 21/017KN-01	\$ 13.85	\$2,770.00 ✓
		Cover Stock, 65 Lb., 8-1/2 Inch X 11 Inch, Blue Domtar Colors Cover: Packaged In 250/Pkg		
200	2 PACKAGES	CP Item # :20309 Manufacturer # :D83-94107 Supplier Item # :D83-82476 Bid Reference # :CHOICE PARTNERS 21/017KN-01	\$ 13.85	\$2,770.00 ✓
		Cover Stock, 65 Lb., 8-1/2 Inch X 11 Inch, Canary Domtar Colors Cover Packaged In 250/Pkg		
200	2 PACKAGES	CP Item # :20307 Manufacturer # :D83-94121 Supplier Item # :D83-82479 Bid Reference # :CHOICE PARTNERS 21/017KN-01	\$ 13.85	\$2,770.00 ✓
		Cover Stock, 65 Lb., 8-1/2 Inch X 11 Inch, Green Domtar Colors Cover: Packaged In 250/Pkg		
200	2 PACKAGES	CP Item # :20305 Manufacturer # :D83-94161 Supplier Item # :D83-82487 Bid Reference # :CHOICE PARTNERS 21/017KN-01	\$ 13.85	\$2,770.00 ✓
8	CASE	Dual Purpose Paper, 8-1/2 X 11 Inch, 24/60 Lb., Astrobrights -	\$ 116.99	\$935.92 ✓

#100630

64635

#100610

64635

#100615

#100625

Gamma Green: Packaged In 10 Rm/Cs

CP Item #:20463
Manufacturer #:N08-22541 #100680
Supplier Item #:N08-22541
Bid Reference #:CHOICE PARTNERS 21/017KN-01

Dual Purpose Paper, 8-1/2 X 11 Inch, 24/60 Lb., Astrobrights -
Re-Entry Red: Packaged In 10 Rm/Cs

645
#6

20 ✓

CASE

CP Item #:20460
Manufacturer #:N08-22551 #100675
Supplier Item #:N08-22551
Bid Reference #:CHOICE PARTNERS 21/017KN-01

\$ 116.99

\$2,339.80 ✓

Multi Purpose Paper, 20 8-1/2 X 11 Inch, Colors, 20/50 Text
Blue Domtar Colors Multipurpose: Packaged In 10 Rm/Cs

645 ✓
#7
↓

40 ✓

CASE

CP Item #:20412
Manufacturer #:D83-94284 #100645 ✓
Supplier Item #:D83-81199
Bid Reference #:CHOICE PARTNERS 21/017KN-01

\$ 59.52

\$2,380.80

Multi Purpose Paper, 20 8-1/2 X 11 Inch, Colors, 20/50 Text
Canary Domtar Colors Multipurpose: Packaged In 10 Rm/Cs

#8

40 ✓

CASE

CP Item #:20409
Manufacturer #:D83-94290 #100660 ✓
Supplier Item #:D83-81196
Bid Reference #:CHOICE PARTNERS 21/017KN-01

\$ 59.52

\$2,380.80 ✓

Multi Purpose Paper, 20 8-1/2 X 11 Inch, Colors, 20/50 Text
Goldenrod Domtar Colors Multipurpose: Packaged In 10
Rm/Cs

20 ✓

CASE

CP Item #:20408
Manufacturer #:D83-94299 #100670
Supplier Item #:D83-81203
Bid Reference #:CHOICE PARTNERS 21/017KN-01

\$ 59.52

\$1,190.40 ✓

Multi Purpose Paper, 20 8-1/2 X 11 Inch, Colors, 20/50 Text
Green Domtar Colors Multipurpose: Packaged In 10 Rm/Cs

40 ✓

CASE

CP Item #:20407
Manufacturer #:D83-94304 #100650
Supplier Item #:D83-81197
Bid Reference #:CHOICE PARTNERS 21/017KN-01

\$ 59.52

\$2,380.80 ✓

Multi Purpose Paper, 20 8-1/2 X 11 Inch, Colors, 20/50 Text
Pink Domtar Colors Multipurpose: Packaged In 10 Rm/Cs

↑

40 ✓

CASE

CP Item #:20406
Manufacturer #:D83-94314 #100655
Supplier Item #:D83-81198
Bid Reference #:CHOICE PARTNERS 21/017KN-01

\$ 59.52

\$2,380.80

Vellum Bristol, 67 Cover, 8-1/2 X 11 Inch, 250 Sheets/Package
Packaged In 8 Pkg/Ctn

615

40

CARTON

CP Item #:20770
Manufacturer #:D83-94348 #100620
Supplier Item #:D83-81057
Bid Reference #:CHOICE PARTNERS 21/017KN-01

\$ 48.13

\$1,925.20

Vellum Bristol, 67 Cover, 8-1/2 X 11 Inch, 250 Sheets/Package
Gray: Packaged In 8 Pkg/Ctn

615

20

CARTON

CP Item #:20778 #100605
Manufacturer #:D83-94351
Supplier Item #:D83-81043
Bid Reference #:CHOICE PARTNERS 21/017KN-01

\$ 48.13

\$962.60

613

20 ✓

CARTON

Vellum Bristol, 67 Cover, 8-1/2 X 11 Inch, 250 Sheets/Package
Pink: Packaged In 8 Pkg/Ctn

\$ 48.13

\$962.60

CP Item #:20750

Manufacturer #:D83-94361

Supplier Item #:D83-81041

Bid Reference #:CHOICE PARTNERS 21017KN-01

#100640

Total number of items : 1088

Sub-Total : \$ 28,919.72

Estimated Shipping : \$ 0.00

Grand Total : \$ 28,919.72 ✓

Walter Rose
7/5/22

12300380

OVOL
USA

WESTERN DRW
BOSWORTH
BAXTER
HIGH POINT

Bosworth Papers
10425 Okarella Suite 600 Houston TX 77041
Tel: (713) 460-5060 * Fax: (713) 460-2037
www.bosworthpapers.com

QUOTE EXPIRES 08/04/22

OUR ORDER#	Date	Page
207314615	07/05/22 16:44	1

Walker Rose
7/4/22

Printed: 07/05/22 - 4:52 PM

**S
O
L
D
T
O**

PEARLAND I.S.D.
P.O. BOX 7
PEARLAND, TX 77588-
USA

**S
H
I
P
T
O**

PEARLAND I.S.D.
WAREHOUSE
1702 MYKAWA
PEARLAND, TX 77581
USA

PLACED BY: WALKER ROSE

Phone: (832) 425-2951
Cust PO: QUOTE

SHIP VIA: Bosworth Truck-Houston

Ship Date	Needed	LDC	Account No.	Class	SP	OE	FOB	Terms
07/05/22	07/06/22		PEA853	WH	W57	JJ	Origin - FFA	Net 30 Days

Line	Quantity	Size	Grade	M-Weight	Unit Price	Amount	Ship Need
------	----------	------	-------	----------	------------	--------	-----------

1	2520 CTN	SU1-21032450	8-1/2X11 20BS	10.00	44.98 CTN	113,349.60	07/05/22 07/06/22
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#100700

Q/L 6/15

207A

 ** CHOICE PARTNERS COOPERATIVE
 ** CONTRACT # 21/017KN-01
 **
 ** Orders over \$300.00 that are delivered via Bosworth truck in
 ** their normal delivery area shall be delivered freight free.
 ** Any orders that are under 10 case minimum will be accessed a
 ** \$50.00 delivery charge.
 **
 **
 ** ** DUE TO MARKET CONDITIONS, ALL QUOTES/ORDERS ARE SUBJECT
 ** TO AVAILABILITY AND PRICES ARE PREVAILING AT THE TIME OF
 ** SHIPMENT **
 **
 ** THIS ITEM IS ON OUR FLOOR AT TIME OF QUOTATION
 ** ALL ITEMS SUBJECT TO PRIOR SALE. TIME IS OF THE ESSENCE
 ** DELIVERY 4-7 WORKING DAYS ARO - SUBJECT TO TRUCKING
 ** AVAILABILTY. PRICE QUOTED IS A DELIVERED PRICE
 **
 **
 ** Price Prevailing Time of Shipment
 ** - To include cost of goods and/or freight and energy surcharges
 **
 ** * Choice Partners Cooperative Contract #21/017KN-01. *
 **
 ** - Due to market conditions, all quotes/orders are subject to
 ** availability, and prices are prevailing at time of shipment.
 ** - Orders over \$500, delivered via Bosworth truck in the
 ** normal delivery area, shall be delivered freight free.
 ** - Orders under 13 case minimum will incur a \$50 fee, and

***** CONTINUED *****

OVOL

USA

WESTERN-BRW
BOSWORTH
BAXTER
HIGH POINT

Bosworth Papers
10425 Okanella Suite 600 Houston TX 77041
Tel: (713) 460-5060 * Fax: (713) 460-2037
www.bosworthpapers.com

QUOTE EXPIRES 08/04/22

OUR ORDER#	Date	Page
207314615	07/05/22 16:44	2

Printed: 07/05/22 - 4:52 PM

S PEARLAND I.S.D.
O P.O. BOX 7
L PEARLAND, TX 77588-
D USA
T
O

S PEARLAND I.S.D.
H WAREHOUSE
I 1702 MYKAWA
P PEARLAND, TX 77581
T USA
O

PLACED BY: WALKER ROSE

Phone: (832) 425-2951
Cust PO: QUOTE

SHIP VIA: Bosworth Truck-Houston

Ship Date	Needed	LDC	Account No.	Class	SP	OE	FOB	Terms
07/05/22	07/06/22		PEA853	WH	W57	JJ	Origin - FFA	Net 30 Days

Line	Quantity	Size	Grade	M-Weight	Unit Price	Amount	Ship Need
------	----------	------	-------	----------	------------	--------	-----------

** delivery charges will be added to invoice. *

** Effective August 1, 2021 new mill call hours will be 8 AM to 3 PM. *

** For next day delivery, please place your order by 4:00 PM. *

Remit to: PO Box 847642 Dallas, TX 75284-7642

LINES 1	TOTAL WEIGHT 126,000 LBS					TOTAL (USD) 113,349.60
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12900134



PLEASE REMIT TO:
3700 REVELLE STREET
HOUSTON, TEXAS 77087

PRICE QUOTE

JANITORIAL SUPPLY • SALES • SERVICE

WWW.RIDLEYSONLINE.COM
CONTACTUS@RIDLEYSONLINE.COM

PHONE: 713.649.4121
FAX: 713.649.7948

Page 1
Printed 07/06/22 SAR

Quoted
PEARLAND ISD
1702 MYKAWA DR
PEARLAND TX 77581
Tel:281-485-3203 Fax:281-485-5883

Ship To
PEARLAND ISD
1702 MYKAWA DR
PEARLAND TX 77581

Quote # Q028188	Quote Date 06/27/2022	Exp Date 07/07/2022	Customer # 0011399	Customer P/O #	Ship Via DELIVERY RIDLEY'S	Writer SAR
Job ID	Customer Terms NET 30			Salesman GUY CORDELL JR		

Product	Description	UM	Quant	Unit Price	Extension
***** * Quote to S/O 497936 07/01/22 * *****					
	B3301 LINERS 12/16 GAL LIGHT .35 MIL 500 24 X 32 BLACK	CS	398	15.02	5977.96 ✓
	S40HB LINERS 33 GAL HEAVY 250 33X40 BLACK	CS	1850	19.07	35279.50 ✓
	S60HB LINERS 55 GAL HEAVY 38 X 58 BLACK 100/CS	CS	1850	14.95	27657.50 ✓

X: _____ (Accepted by)	Sub Total	\$68,914.96	
	Freight	\$0.00	Total
	Misc Charges	\$0.00	\$68,914.96 ✓
	Tax Amount	\$0.00	

MESSAGE	TERMS

12300371



PLEASE REMIT TO:
3700 REVELLE STREET
HOUSTON, TEXAS 77087

PRICE QUOTE

JANITORIAL SUPPLY • SALES • SERVICE

WWW.RIDLEYSONLINE.COM
CONTACTUS@RIDLEYSONLINE.COM

PHONE: 713.649.4121
FAX: 713.649.7949

Page 1
Printed 07/06/22

Quoted
PEARLAND ISD
1702 MYKAWA DR
PEARLAND TX 77581
Tel:281-485-3203 Fax:281-485-5883

Ship To
PEARLAND ISD
1702 MYKAWA DR
PEARLAND TX 77581

Quote # Q028191	Quote Date 06/27/2022	Exp Date 07/07/2022	Customer # 0011399	Customer P/O #	Ship Via DELIVERY RIDLEY'S	Writer SAR
Job ID	Customer Terms NET 30			Salesman GUY CORDELL JR		

Product	Description	UM	Quant	Unit Price	Extension
	TM1616S TOILET PAPER 2 PLY 500 SHT 96 RLS/CS TORK	CS	1110	38.50	42735.00 ✓
	12024402 TOILET PAPER MINI JUMBO 7.36 X 751FT 2 PLY 100% RECYCLE 12CS TORK 2 1/2" CORE	CS	1000	28.24	28240.00 ✓
	TK6000 TOWELS ROLL NATURAL 8IN X 600FT 12/CS	CS	1100	42.06	46266.00 ✓
	105065 PAPER TOWEL TORK PEAKSERVE 8.9"X7.9" CONTINUOUS 410EA/PK 12PK/CS	CS	1500	42.62	63930.00 ✓

X: _____ (Accepted by)	Sub Total	\$181,171.00	Total 181,171.00 ✓
	Freight	\$0.00	
	Misc Charges	\$0.00	
	Tax Amount	\$0.00	

MESSAGE _____ **TERMS** _____

PEARLAND INDEPENDENT SCHOOL DISTRICT
CONFLICT OF INTEREST STATEMENT

CH Local Report
August 9, 2022 Agenda Item

Vendor	Product/Service	Purchase Amount	Fund	Procurement Method/ Contract Number
Western-BRW Paper Co., Inc dba Bosworth Papers Co., Inc.	Warehouse Stock - Copy Paper	\$142,269	199	Choice Partners Contract #21/017KN-01 for Fine Paper
Cordell, Inc. dba Ridley's Vacuum & Janitorial Supply	Warehouse Stock - Janitorial Supplies	\$228,308	199	Pearland ISD RFP#19-0509-06 for Maintenance and Custodial Supply and Services

Neither the Director of Purchasing, Moniki Mason, nor the Director of Maintenance and Operations, Matt Cline have a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the vendors who are recommended for the purchases aforementioned.

Moniki Mason

Moniki Mason
Director of Purchasing

8/2/222

Date

Matt Cline

Matt Cline
Director of Maintenance and Operations

Aug 2, 2022

Date



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000127543766.1	Sales Rep	Angela Koestens
Total	\$30,963.30	Phone	(800) 456-3355, 6184612
Customer #	120949767	Email	Angela_Koestens@Dell.com
Quoted On	Jul. 28, 2022	Billing To	PAYABLE ACCTS
Expires by	Aug. 27, 2022		PEARLAND ISD
Contract Name	Texas Department of Information Resources (TX DIR)		PEARLAND ISD
Contract Code	C000000006841		PO BOX 7
Customer Agreement #	TX DIR-TSO-3763		PEARLAND, TX 77588-0007
Deal ID	22575093		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Angela Koestens

Shipping Group

Shipping To	Shipping Method
TECHNOLOGY DEPT PEARLAND ISD 1928 N MAIN ST PEARLAND, TX 77581-3306 (281) 485-3203	Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
OptiPlex 5400 AIO	\$1,032.11	30	\$30,963.30

Subtotal:	\$30,963.30
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$30,963.30
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$30,963.30

Shipping Group Details

Shipping To

TECHNOLOGY DEPT
PEARLAND ISD
1928 N MAIN ST
PEARLAND, TX 77581-3306
(281) 485-3203

Shipping Method

Standard Delivery Free Cost

	Quantity	Subtotal
OptiPlex 5400 AIO	30	\$30,963.30
		\$1,032.11

Estimated delivery if purchased today:
Aug. 08, 2022
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex 5400 All-in-One	210-BCUL	-	30	-
Acceleration Promo, i5-12500 (6 Cores/18MB/12T/3.0GHz to 4.6GHz/65W); supports Win11/Win11 DG/Linux)	338-CDCY	-	30	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	30	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	30	-
16GB (1x16GB) DDR4 Non-ECC Memory	370-AFWB	-	30	-
M.2 2230 256GB PCIe NVMe Class 35 Solid State Drive	400-BEUW	-	30	-
Thermal Pad	412-AALV	-	30	-
Screw for M.2 SATA SSD	773-BBBJ	-	30	-
Intel Integrated Graphics	490-BBFG	-	30	-
OptiPlex 5400 AIO, 23.8" FHD Non Touch, 65W CPU, FHD Camera, UMA, 160W Bronze PSU	329-BGPG	-	30	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	30	-
Screw for M.2 SATA SSD	555-BGOI	-	30	-
Intel Wi-Fi 6E (6GHz) AX211 2x2 Bluetooth 5.2 Wireless Card	555-BHHN	-	30	-
Wireless Driver, Intel WiFi 6E AX211 2x2 (Gig+) + Bluetooth 5	555-BHDI	-	30	-
OptiPlex All-in-One Height Adjustable Stand	575-BCFC	-	30	-
No Additional Cable	379-BBCY	-	30	-
Dell KB216 Wired Keyboard English	580-ADJC	-	30	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	30	-
No Cable Cover	325-BCZQ	-	30	-
SupportAssist	525-BBCL	-	30	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	30	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	30	-
Waves Maxx Audio	658-BBRB	-	30	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	30	-
Dell Optimizer	658-BEQP	-	30	-
Windows PKID Label	658-BFDQ	-	30	-
SW Driver, Intel Rapid Storage Technology, OptiPlex 5400 AIO	658-BFKX	-	30	-
ENERGY STAR Qualified	387-BBLW	-	30	-

Dell Watchdog Timer	379-BESN	-	30	-
Quick Start Guide	340-CYHK	-	30	-
Print on Demand Label	389-BDQH	-	30	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	30	-
Shipping Material for Fixed Stand / Height Adjustable Stand OptiPlex AIO	340-CRJB	-	30	-
Shipping Label	389-BBUU	-	30	-
FCC statement label AIO	389-DVDQ	-	30	-
Regulatory Label for OptiPlex 5400 AiO integrated graphics config (FSJ)	389-EDNU	-	30	-
Intel Core i5 vPro Essentials Processor Label	340-CYUO	-	30	-
Desktop BTS/BTP Shipment	800-BBIP	-	30	-
Fixed Hardware Configuration	998-FLZI	-	30	-
Non-Touch LCD, Dell OptiPlex AIO	391-BBDM	-	30	-
Intel vPro Essentials	631-ADFV	-	30	-
Windows AutoPilot	634-BRWG	-	30	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	30	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	30	-
Dell Limited Hardware Warranty Plus Service	997-8533	-	30	-
ProSupport: Next Business Day Onsite 3 Years	997-8558	-	30	-
ProSupport: 7x24 Technical Support, 3 Years	997-8578	-	30	-

Subtotal:	\$30,963.30
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$30,963.30

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC): Offered to business customers by WebBank, Member FDIC, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of the new balance shown on the monthly billing statement. Dell and the Dell logo are trademarks of Dell Inc.



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000128043615.1	Sales Rep	Angela Koestens
Total	\$140,535.00	Phone	(800) 456-3355, 6184612
Customer #	120949767	Email	Angela_Koestens@Dell.com
Quoted On	Aug. 02, 2022	Billing To	PAYABLE ACCTS
Expires by	Sep. 01, 2022		PEARLAND ISD
Contract Name	Texas Department of Information Resources (TX DIR)		PEARLAND ISD
Contract Code	C000000006841		PO BOX 7
Customer Agreement #	TX DIR-TSO-3763		PEARLAND, TX 77588-0007
Deal ID	22575093		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Angela Koestens

Shipping Group

Shipping To	Shipping Method
TECHNOLOGY DEPT PEARLAND ISD 1928 N MAIN ST PEARLAND, TX 77581-3306 (281) 485-3203	Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
Precision 3660 Tower	\$2,087.06	60	\$125,223.60
Dell UltraSharp 24 Monitor - U2422H, 60.47cm (23.8")	\$255.19	60	\$15,311.40

Subtotal:	\$140,535.00
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$140,535.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$140,535.00
---------------	---------------------

Shipping Group Details

Shipping To

TECHNOLOGY DEPT
PEARLAND ISD
1928 N MAIN ST
PEARLAND, TX 77581-3306
(281) 485-3203

Shipping Method

Standard Delivery Free Cost

	Quantity	Subtotal
Precision 3660 Tower	60	\$125,223.60
\$2,087.06		

Estimated delivery if purchased today:
Sep. 02, 2022
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Intel Core i7-12700 processor (25MB Cache, 12 Core (8P+4E), 2.1GHz to 4.9GHz (65W)) TDP	338-CDBF	-	60	-
VR Heatsink	412-ABBQ	-	60	-
Windows 10 Pro (Includes Windows 11 Pro License) English, French, Spanish	619-AQMP	-	60	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	60	-
500W Platinum PSU, DAO	321-BHGG	-	60	-
16GB, 2x8GB, DDR5 up to 4400MHz UDIMM non-ECC memory	370-AGYD	-	60	-
Nvidia RTX A2000, 6GB, 4mDP to DP adapter (Precision 3660T)	490-BHQP	-	60	-
C1 M.2 SSD Boot + SSD	449-BBXF	-	60	-
No SATA RAID	780-BBCJ	-	60	-
512GB PCIe NVMe Class 40 M.2 SSD	400-BNGP	-	60	-
Thermal Pad 3660	412-AAZW	-	60	-
1TB PCIe NVMe Class 40 M.2 SSD	401-ACGI	-	60	-
Thermal Pad 3660	412-AAZW	-	60	-
No Hard Drive	400-AKZR	-	60	-
No Hard Drive	400-AKZR	-	60	-
No Hard Drive	400-AKZR	-	60	-
No Hard Drive	400-AKZR	-	60	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	60	-
No Wireless LAN Card (no WiFi enablement)	555-BBFO	-	60	-
No Optical Drive	429-ABMS	-	60	-
CMS Essentials DVD no Media	658-BBTV	-	60	-
Intel ME Disabled	631-ADHX	-	60	-
Dell KB216 Wired Keyboard English	580-ADJC	-	60	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	60	-
ENERGY STAR Qualified	387-BBLW	-	60	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	60	-
Dell Precision TPM	340-ACBY	-	60	-
Standard CPU Air Cooler	412-ABBU	-	60	-

US Power Cord	450-AHDU	-	60	-
Quick Setup Guide, Precision 3660	340-CYVU	-	60	-
SHIP,PWS,LNK,NO,NO,AMF	340-CBUU	-	60	-
Ship material - EPEAT Certification	340-CZQO	-	60	-
500W Platinum PSU Label	389-EDFT	-	60	-
Intel Core i7 non-vPro Processor Label	340-CUEQ	-	60	-
No Internal Speaker	520-AARK	-	60	-
No External ODD	429-ABGY	-	60	-
Windows AutoPilot	634-BRWG	-	60	-
No Additional Cable	379-BBCY	-	60	-
SupportAssist	525-BBCL	-	60	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	60	-
Dell Optimizer for Precision	640-BBSC	-	60	-
Dell Premier Color 6.1	640-BBSN	-	60	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	60	-
Waves Maxx Audio	658-BBRB	-	60	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	60	-
Intel Rapid Storage Technology Driver, Precision 3660T	409-BCWP	-	60	-
Custom Configuration	817-BBBB	-	60	-
Precision 3660 Tower CTO BASE	210-BCUR	-	60	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	60	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	997-2811	-	60	-

	Quantity	Subtotal
Dell UltraSharp 24 Monitor - U2422H, 60.47cm (23.8")	\$255.19 60	\$15,311.40

Estimated delivery if purchased today:
Aug. 10, 2022
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell UltraSharp 24 Monitor - U2422H, 60.47cm (23.8")	210-AYYV	-	60	-
Dell Limited Hardware Warranty	814-5380	-	60	-
Advanced Exchange Service, 3 Years	814-5381	-	60	-

Subtotal:	\$140,535.00
Shipping:	\$0.00
Environmental Fee:	\$0.00
Estimated Tax:	\$0.00
Total:	\$140,535.00

Important Notes

Terms of Sale

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Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

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PEARLAND INDEPENDENT SCHOOL DISTRICT
CONFLICT OF INTEREST STATEMENT

CH Local
August 9, 2022 Agenda Item

Vendor	Product/ Service	Purchase Amount	Fund	Procurement Method/ Contract Number
Dell Technologies	Computers	\$171,498	617	DIR Contract #DIR-TSO-3763 for Dell Branded Hardware, Software and Related Services & Cloud Services

Neither the Director of Purchasing, Moniki Mason, nor the Director of CTE, Mike Akin have a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the vendors who are recommended for the purchases aforementioned.

Moniki Mason

Moniki Mason
Director of Purchasing

8/2/2022

Date

MAkin

Mike Akin
Director of CTE

Aug 2, 2022

Date



Board of Trustees Agenda Item Information

Meeting Date: August 9, 2022

Meeting Type <input checked="" type="checkbox"/> Regular Meeting <input type="checkbox"/> Special Meeting/Workshop <input type="checkbox"/> Hearing Date Submitted: August 01, 2022	Agenda Placement <table style="width: 100%;"> <tr> <td><input type="checkbox"/> Public Hearing</td> <td><input type="checkbox"/> Administrative Report</td> </tr> <tr> <td><input checked="" type="checkbox"/> Open Session</td> <td><input checked="" type="checkbox"/> Consent Agenda</td> </tr> <tr> <td><input type="checkbox"/> Executive Session</td> <td><input type="checkbox"/> Regular Agenda</td> </tr> <tr> <td><input type="checkbox"/> Recognition</td> <td><input type="checkbox"/> Information/Discussion</td> </tr> </table>	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Administrative Report	<input 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
<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Administrative Report								
<input checked="" type="checkbox"/> Open Session	<input checked="" type="checkbox"/> Consent Agenda								
<input type="checkbox"/> Executive Session	<input type="checkbox"/> Regular Agenda								
<input type="checkbox"/> Recognition	<input type="checkbox"/> Information/Discussion								

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

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

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

[Rules of Conduct](#)

[Standing Rules](#)

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

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

Department Submitting: Superintendent	Requested By: Superintendent
Cabinet Member's Approval: NA	

Board Approval Required: Yes No



Board of Trustees Agenda Item Information

Meeting Date: August 6, 2022

Meeting Type

- Regular Meeting
- Special Meeting/Workshop
- Hearing

Date Submitted: August 2, 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, Revise or Delete Board Policies included in TASB’s Localized Policy Manual Update 119; Revise DEAB (Local); Rescind EF (Local); and Adopt EFA (Local) and EFB (Local)

Executive Summary: TASB Localized Policy Manual Update 119 includes policy revisions based upon policy recommendations to address the remainder of the legislative changes from the 87th Legislature, Regular Session; other revisions resulting from legislation enacted during the special sessions; and revisions based on updates to the Texas Administrative Code.

An additional policy revision has been included for DEAB (Local) to align board policy with current practices in the district.

There are two new local policies which will ultimately split the current EF (Local) policy regarding instructional resources into separate policies addressing the selection and review of instructional materials and the selection and review of library materials as Board Policies EFA and EFB (Local) respectively. Resultantly, EF (Local) should be rescinded.

The Local policies included in Update 119 are:

- CPC(LOCAL): OFFICE MANAGEMENT - RECORDS MANAGEMENT**
- DMA(LOCAL): PROFESSIONAL DEVELOPMENT - REQUIRED STAFF DEVELOPMENT**
- EHAA(LOCAL): BASIC INSTRUCTIONAL PROGRAM - REQUIRED INSTRUCTION (ALL LEVELS)**
- EHB(LOCAL): CURRICULUM DESIGN - SPECIAL PROGRAMS**
- EHBAA(LOCAL): SPECIAL EDUCATION - IDENTIFICATION, EVALUATION, AND ELIGIBILITY**
- EHBB(LOCAL): SPECIAL PROGRAMS - GIFTED AND TALENTED STUDENTS**
- EIF(LOCAL): ACADEMIC ACHIEVEMENT - GRADUATION**
- FFBA(LOCAL): CRISIS INTERVENTION - TRAUMA-INFORMED CARE**
- FFH(LOCAL): STUDENT WELFARE - FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION**

The additional proposed revision is to Local Policy:

DAEB (LOCAL): COMPENSATION PLAN - WAGE AND HOUR LAWS

The policy to be rescinded is:

EF (LOCAL) INSTRUCTIONAL RESOURCES

The two new policies for adoption are:

EFA(LOCAL) INSTRUCTIONAL RESOURCES - INSTRUCTIONAL MATERIALS

and

EFB(LOCAL) INSTRUCTIONAL RESOURCES - LIBRARY MATERIALS

Update 119 has been reviewed by the members of the Administration's Policy Review Committee.

Local Update 119:

<https://acrobat.adobe.com/link/review?uri=urn:aaid:scds:US:b653fadb-3421-32d3-9c3d-ed4093e60786>

DEAB (Local):

<https://acrobat.adobe.com/link/review?uri=urn:aaid:scds:US:dc66f818-cacb-38eb-9d9e-5c3b0de0ba66>

EF(Local) to be rescinded:

<https://acrobat.adobe.com/link/review?uri=urn:aaid:scds:US:c8f28154-d906-38bf-a2b5-6e275c0dbf8d>

EFA (Local):

<https://acrobat.adobe.com/link/review?uri=urn:aaid:scds:US:e88b3c07-f3cb-3eb3-91dc-457760b03220>

EFB (local):

<https://acrobat.adobe.com/link/review?uri=urn:aaid:scds:US:7fb9a8d1-6dc8-39fe-b20a-f4309b5c2c9b>

Fiscal Impact:

Cost:

- Recurring
- One-Time
- No Fiscal Impact

Funding Source:

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

Fiscal Year:

- Amendment Required?
- Yes
 - No

<p>Superintendent's Recommendation: That the board add, revise, or delete (LOCAL) policies as recommended by TASB Policy Service and according to the Instruction Sheet for TASB Localized Policy Manual Update 119, approve the proposed revisions to Local policy DEAB, Rescind EF (Local) and Adopt the creation of policies EFA and EFB (Local) as presented.</p>		
<p>Department Submitting: Superintendent's Cabinet</p>		<p>Requested By: Larry Berger, Superintendent</p>
<p>Cabinet Member's Approval: N/A</p>		
<p>Board Approval Required: <input checked="" type="checkbox"/>Yes <input type="checkbox"/>No</p>		



Board of Trustees Agenda Item Information

Meeting Date: **August 9, 2022**

Meeting Type <input checked="" type="checkbox"/> Regular Meeting <input type="checkbox"/> Special Meeting/Workshop <input type="checkbox"/> Hearing	Agenda Placement <table style="width: 100%;"> <tr> <td><input type="checkbox"/> Public Hearing</td> <td><input type="checkbox"/> Administrative Report</td> </tr> <tr> <td><input checked="" type="checkbox"/> Open Session</td> <td><input checked="" type="checkbox"/> Consent Agenda</td> </tr> <tr> <td><input type="checkbox"/> Executive Session</td> <td><input type="checkbox"/> Regular Agenda</td> </tr> <tr> <td><input type="checkbox"/> Recognition</td> <td><input type="checkbox"/> Information/Discussion</td> </tr> </table>	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Administrative Report	<input 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
<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: July 7, 2022									

Subject: Approval of the 2022-2023 Student Code of Conduct

Executive Summary: As required each year the board approves the Student Code of Conduct. This year was not a legislative session year so there are minimal changes.

1. Discretionary DAEP Placement: Misconduct That May Result in DAEP Placement

a. Conference

*When a student is removed from class for a DAEP offense, the campus behavior coordinator or the appropriate administrator shall schedule a conference which may **be held in person, virtually, or via telephone** within three school days with the student's parent, the student **and in the case of a teacher removal, the teacher.***

2. Restrictions During Placement (DAEP)

*a. **The district will not be providing transportation to students assigned to DAEP unless there is an IEP/504 requirement and/or the student is McKinney Vento. Transportation to and from DAEP will be the parent/guardian's responsibility.***

Please click on link below for Pearland ISD 2022-2023 Student Code of Conduct:

<https://acrobat.adobe.com/link/track?uri=urn:aaid:scds:US:4848f672-77a7-41bd-bb6c-91e90a3be5e6>

Fiscal Impact: Cost: <input type="checkbox"/> Recurring <input type="checkbox"/> One-Time <input checked="" type="checkbox"/> No Fiscal Impact	Funding Source: <input type="checkbox"/> General Fund <input type="checkbox"/> Grant Funds <input type="checkbox"/> Other Funds (Specify)	Fiscal Year: Amendment Required? <input type="checkbox"/> Yes <input type="checkbox"/> No
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Superintendent's Recommendation: That the board approves the 2022-2023 Student Code of Conduct as presented.

Department Submitting: Superintendent's Cabinet	Requested By: Dr. La'Keshia Henson-Vaughn & Kelly Holt
Cabinet Member's Approval: Larry Berger	

Board Approval Required: Yes No



Board of Trustees Agenda Item Information

Meeting Date: August 9, 2022

Meeting Type

- Regular Meeting
- Special Meeting/Workshop
- Hearing

Date Submitted: August 2, 2022

Agenda Placement

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

Subject: Approve Memorandum of Understanding with YMCA of Greater Houston

Executive Summary: The YMCA of Greater Houston – Pearland has provided after school programs for the District for a number of years. The after-school programs offer structured activities for students graded Pre-K thru 6th grade.

This Memorandum of Understanding (MOU) between Pearland Independent School District (PISD) and the YMCA of Greater Houston sets out to establish the relationships and responsibilities of both parties in the coordination of the YMCA After School Care Program at Challenger Elementary, Cockrell Elementary, Harris Elementary, Massey Ranch Elementary, Rustic Oak Elementary, Shadycrest Elementary, Silvercrest Elementary, Silverlake Elementary, Alexander Middle School and Sablatura Middle School.

The MOU also provides PISD employees a discount off a city-wide YMCA membership and after-school program fees.

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

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

Fiscal Impact:

Cost:

- Recurring
- One-Time
- No Fiscal Impact

Funding Source:

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

Fiscal Year:

Amendment Required?

- Yes
- No

Superintendent's Recommendation: That the board of trustees approve the MOU between Pearland ISD and the YMCA of Greater Houston for the 2022-2023 School Year.

Department Submitting: Campus Leadership Team

Requested By: La'Kesha Henson-Vaughn, Marlo Keller

Cabinet Member's Approval: Superintendent

Board Approval Required: Yes No

**MEMORANDUM OF UNDERSTANDING
BETWEEN
PEARLAND INDEPENDENT SCHOOL DISTRICT
AND
YMCA OF GREATER HOUSTON**

This Memorandum of Understanding is made and entered into by and between the Pearland Independent School District (“PISD” or “District”), 1928 N. Main, Pearland, Texas 77581, and **YMCA OF GREATER HOUSTON, (hereinafter referred to as “YMCA”)** (“Provider”), 2700 YMCA Dr., Pearland, TX 77581.

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

WHEREAS, YMCA has expertise in the development, management, and operation of licensed child care services, developmental youth sport programs, health and wellbeing programs, and water safety programs.

NOW THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the parties hereto agree as follows:

I. SERVICES TO BE PROVIDED BY PROVIDER (SCOPE OF WORK):

Provider agrees to provide to PISD:

1. Provide a Department of Family Protective Services childcare licensed after school program for students enrolled at the following PISD schools: Challenger Elementary, Cockrell Elementary, Harris Elementary, Massey Ranch Elementary, Rustic Oak Elementary, Shadycrest Elementary, Silvercrest Elementary, Silverlake Elementary, Alexander Middle School and Sablatura Middle School.
2. Provide childcare services, at no additional cost, to enrolled after school participants during district in-service days at the YMCA locations.
3. Provide licensed after school care for enrolled students. Activities to include homework assistance and various enrichment activities.
4. Provide the necessary staff and volunteers needed to facilitate the daily operations of the program and ensure that all YMCA staff and volunteers working directly with children have satisfactorily passed required background checks, in adherence to the YMCA policies, licensing standards, and district requirements.
5. Provide appropriate personnel to supervise YMCA staff and volunteers.
6. Ensure that all YMCA staff and volunteers are appropriately trained to follow YMCA guidelines and childcare licensing requirements when working with school-age students.

7. Ensure that all YMCA staff and volunteers adhere to relevant district and school policies and procedures.

The YMCA acknowledges and agrees that it is solely responsible for all costs, wages, expenses, and fees associated with or arising from the operation of the site(s).

II. SERVICES TO BE PROVIDED BY PISD:

PISD agrees to provide to Provider:

1. Provide facilities necessary to operate the before and after school program to students and parents at schools outlined in Section I, at no cost to the YMCA.
2. Provide reasonable utilities, trash removal services and maintenance, and it is understood and agreed that PISD will provide normal janitorial service, necessary restroom supplies, and keep premises in proper order and repair except as to damage caused by the YMCA, other than normal wear and tear, which damage the YMCA agrees to repair at its expense. It is further understood and agreed that the YMCA will take appropriate measures to conserve and efficiently use energy and other resources (i.e., heat, water, and utilities) and that the service stated above will be equal to the service standards provided in the district.
3. Partner with the YMCA in sharing the available YMCA programmatic opportunities with staff, kids and families.

III. PREFERRED PARTNER BENEFITS

As a preferred district partner, the YMCA agrees to offer PISD the following added benefits:

1. 25% off city-wide YMCA membership for all PISD employees.
2. 50% discounted price for after-school program fees for all parents who are PISD employees.

IV. TERM OF MEMORANDUM

The term of this Memorandum shall be from **August 17, 2022 to May 25, 2023**; provided, however, this Memorandum may be terminated prior to the expiration of the term as provided in the Termination Section of this Memorandum.

V. TERMINATION

This Memorandum may be terminated prior to the expiration of the term hereof as follows:

- By PISD upon 3 days' notice if the work is not provided in a satisfactory and proper manner as determined by PISD.
- By mutual written agreement of the parties;
- By PISD without cause, upon thirty (30) days prior written notice to the Provider; or
- By PISD immediately if Provider commits a material breach of any of the terms of this Memorandum.

In the event this Memorandum is terminated because of a violation or breach of the contract terms by the Provider, PISD shall be entitled to all administrative, contractual and legal remedies, including sanctions and penalties as may be appropriate.

VI. COMPENSATION

Nothing in this Memorandum shall be deemed to be a commitment or obligation for future payment of money from any of the Parties. This Memorandum does not prohibit a Party from obligating funds for or designating employees to assist with the delivery of services.

VII. RELATIONSHIP OF THE PARTIES

It is understood and agreed that Provider is a separate legal entity from PISD and neither it nor any of its employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of PISD. Provider assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to this Memorandum, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

Nothing in this Memorandum shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this Memorandum.

VIII. NO WAIVER OF IMMUNITY

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

IX. AUTHORIZATION OF MEMORANDUM

Each party represents and warrants to the other that the execution of this Memorandum has been duly authorized, and that this Memorandum constitutes a valid and enforceable obligation of such party according to its terms.

X. NO WAIVER

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

XI. NOTICE

Any notice required to be given under the provisions of this Memorandum shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To: **YMCA OF GREATER HOUSTON**
Attn: Avice Chambers
Vice President of Youth Development
2700 YMCA Dr.
Pearland, TX 77581

To: **Pearland Independent School District**
Attn: Larry Berger
Superintendent of Schools
1928 N. Main
Pearland, Texas 77581

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

XII. NO ASSIGNMENT

No assignment of this Memorandum or of any duty or obligation or performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.

XIII. SECTION HEADINGS

The headings of sections contained in this Memorandum are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Memorandum.

XIV. GOVERNING LAW

This Contract is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties irrevocably consent to the sole and exclusive jurisdiction and venue of the courts of Brazoria County, Texas, for any action under this Memorandum.

In connection with PISD's defense of any suit against it and/or PISD's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims hereunder, in which PISD prevails as to all or any portion of its defense(s), claims, counterclaims or actions, PISD shall be entitled to recover its actual attorney's fees and expenses incurred in defending such suit and/or in prosecuting such claim or action.

Provider shall comply with Executive Order No. 11246, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

Provider shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order No. 11738, and Environmental Protection Agency regulations (40 CFR, Part 51), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA list of violating facilities. Violations shall be reported to the Texas Education Agency and to the USEPA Assistant Administrator for Enforcement (EN-329).

Provider shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Provider agrees to comply with all applicable requirements of all federal laws, executive orders, regulations, applicable guidelines, and policies governing this program, particularly relating to nondiscrimination. These include but are not limited to: (i) Title VI of the Civil Rights Act of 1964, as amended; (ii) Title IX of the Education Amendments of 1972; as amended; (iii) Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and (iv) the American with Disabilities Act, as amended.

Provider hereby certifies that it is not a company identified on the Texas comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Provider further certifies and verifies that neither Provider, nor any affiliate, subsidiary, or parent company of Provider, if any (the "Provider Companies"), boycotts Israel, and Provider agrees that Provider and Provider Companies will not boycott Israel during the term of this Memorandum. For purposes of this Memorandum, there term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

XV. ORIGINALS

This Memorandum is executed in one single original copy, the original of which shall be maintained by PISD.

XVI. REPORTS

To the extent applicable, PISD and Provider shall furnish operating reports to designated representatives on a schedule to be mutually agreed upon. No written reports of any kind shall be released to any third parties without prior written approval of PISD.

XVII. INDEMNITY

THE SUPPLIER/PROVIDER SHALL INDEMNIFY, AND HOLD HARMLESS AND DEFEND PISD AND EACH OF IT'S PAST, PRESENT AND FUTURE OFFICERS, TRUSTEES, AGENTS, AND EMPLOYEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES OR DAMAGES, INCLUDING ATTORNEYS' AND EXPERTS' FEES, COURT COSTS AND EXPENSES INCURRED BY PISD AND IT'S OFFICERS, TRUSTEES, AGENTS AND EMPLOYEES, FOR: (1) INJURY OR DEATH TO PERSONS; (2) DAMAGE TO, OR DESTRUCTION OF, PROPERTY; AND (3) LAWSUITS, DEMANDS OR CAUSES OF ACTION OF WHATSOEVER KIND OR NATURE BASED UPON, RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH, ANY ACT, ERROR, OMISSION, MISREPRESENTATION, OR MISCONDUCT BY SUPPLIER/PROVIDER, AND ITS EMPLOYEES, OFFICERS, SUB-CONSULTANTS, SUB-CONTRACTORS OR AGENTS ARISING OUT OF, OR IN CONNECTION WITH, SUPPLIER'S/PROVIDER'S PERFORMANCE OF THE AGREEMENT.

All obligations as set forth in this paragraph shall survive the completion of or termination of the Agreement.

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

Nothing in this Memorandum shall be construed to create a claim or cause of action against the District for which it is not otherwise liable, nor to waive any immunity or defense to which the District may be entitled nor to create an impermissible deficiency debt of the District.

XVIII. INSURANCE

The YMCA will secure and maintain liability insurance policies in at least an amount of \$1,000,000 per occurrence/\$2,000,000 aggregate limit, which shall include coverage for molestation/child abuse. Provider also shall maintain statutory amounts of workers compensation insurance. Provider will require the insurance company or companies issuing said policies to name PISD as an additional insured under the Commercial General Liability policy and to provide a complete waiver of subrogation against PISD, and to deliver a certificate thereof to Owner prior to the start of work which certificate

must provide that said policy may not be canceled or reduced without thirty (30) days' notice to PISD. Provider shall provide Owner prompt notice of any cancellation or reduction.

XIX. NON-DISCRIMINATION

The YMCA must carry out all responsibilities assumed in a manner that does not discriminate against any participant, or family member on the basis of race, gender, ethnicity, national origin, veteran's status, disability, religion, or sexual orientation, and will cooperate fully with PEARLAND ISD in any investigation of any civil rights complaints made to PISD or external agencies.

XX. REPORTING OBLIGATIONS

The YMCA must promptly report to PISD any complaints, reports, or other indications of sexual or physical abuse of any participant while enrolled in the program.

XXI. CRIMINAL HISTORY BACKGROUND CHECK

The YMCA provides assurance that all employees of the Agency who have contact with students have passed a criminal background check current within the last year. PISD reserves the right to conduct an additional check for specific volunteer activities.

XXII. RECORDS RETENTION AND AUDITS

PISD or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all the Provider's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The Provider shall preserve all such records for a period of five (5) years, or for such longer period as may be required by law, after final payment under this Contract. If this Contract is funded from contract/grant funds provided by the U. S. Government or the State of Texas, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.

XXIII. STUDENT RECORDS

To the extent that Provider will come into possession of student records and information, and to the extent that Provider will be involved in the survey, analysis, or evaluation of students, incidental to this Contract, Provider agrees to comply with all applicable requirements of the Family Educational Rights and Privacy Act.

XXIV. TEXAS PUBLIC INFORMATION ACT

In the event that PISD is required to furnish information or records pursuant to the Texas Public Information Act, Provider shall furnish all such information and records to PISD and PISD shall have the right to release such information and records.

XXV. CONFIDENTIAL & PROPRIETARY INFORMATION

The parties may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential or, (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential (“Confidential Information”). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party’s Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party’s Confidential Information to anyone other than the receiving party’s employees on a need-to-know basis, and (iii) use the disclosing party’s Confidential Information solely for performance of this Contract. The foregoing requirement shall not apply to any portion of a party’s Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party’s Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall promptly notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

XXVI. DATA AND PROPRIETARY RIGHTS

All Work, as defined under this Contract, shall be deemed “Work Made For Hire” as defined by the United States Copyright Law, and PISD retains for itself sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and the like made by Provider personnel in the course of performing the Work.

XXVII. DEBARMENT AND SUSPENSIONS

Provider certifies, to the best of its knowledge and belief, that it is not presently debarred, suspended for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

XXVIII. COMPLETE UNDERSTANDING

This Memorandum shall constitute the complete understanding of Provider and PISD, and may not be modified in any manner without the express written consent of both parties.

By signing the Memorandum, the Provider affirms that there is no personal or financial conflict of interest between the Provider or the Provider’s family and the District.

PROVIDER

PEARLAND INDEPENDENT SCHOOL DISTRICT

YMCA OF GREATER HOUSTON

By: _____
Larry Berger Date
Superintendent of Schools

By: _____
Avice Chambers Date
Vice President of Youth Development

74-1109737
Taxpayer Identification Number

PEARLAND INDEPENDENT SCHOOL DISTRICT
CONFLICT OF INTEREST STATEMENT

August 9, 2022 Agenda Item

Vendor	Product/Service	Procurement Method/ Contract Number
YMCA of Greater Houston	Afterschool Programs	Memorandum of Understanding

Neither the Purchasing Director, Moniki Mason, the Executive Director of Intermediate Schools, La'Keshia Henson-Vaughn nor the Executive Director of Elementary Schools, Marlo Keller Schools have a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the vendors who are recommended for the purchases aforementioned.

Moniki Mason

Moniki Mason
Director of Purchasing

7/28/2022

Date

Dr. LaKeshia Henson-Vaughn

Dr. LaKeshia Henson-Vaughn (Jul 28, 2022 22:24 CDT)

La'Keshia Henson-Vaughn
Executive Director of Intermediate Schools

Jul 28, 2022

Date

Marlo Keller

Marlo Keller
Executive Director of Elementary Schools

Jul 28, 2022

Date



Board of Trustees Agenda Item Information

Meeting Date: August 6, 2022

<p>Meeting Type</p> <p><input checked="" type="checkbox"/> Regular Meeting</p> <p><input type="checkbox"/> Special Meeting/Workshop</p> <p><input type="checkbox"/> Hearing</p> <p>Date Submitted: August 2, 2022</p>	<p>Agenda Placement</p> <table style="width: 100%;"> <tr> <td><input type="checkbox"/> Public Hearing</td> <td><input type="checkbox"/> Administrative Report</td> </tr> <tr> <td><input checked="" type="checkbox"/> Open Session</td> <td><input checked="" type="checkbox"/> Consent Agenda</td> </tr> <tr> <td><input type="checkbox"/> Executive Session</td> <td><input type="checkbox"/> Regular Agenda</td> </tr> <tr> <td><input type="checkbox"/> Recognition</td> <td><input type="checkbox"/> Information/Discussion</td> </tr> </table>	<input type="checkbox"/> Public Hearing	<input type="checkbox"/> Administrative Report	<input 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
<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: Review SBEC’s Professional Development Clearinghouse and Approve District’s Professional Development Plan

Executive Summary: Board Policy DMA (Local) requires the Superintendent to recommend the District’s professional development plan for all District employees.

Annually, the Board shall review the professional development clearinghouse published by the State Board for Educator Certification (SBEC) and approve the District’s professional development plan. The District’s professional development plan must:

1. Be guided by the SBEC clearinghouse training recommendations;
2. Note any differences in the District’s plan from the clearinghouse recommendations; and
3. Include a schedule of the required professional development for all District employees.

SBEC’s Professional Development Clearinghouse:

<https://acrobat.adobe.com/link/review?uri=urn:aaid:scds:US:f77691b9-272e-386d-bb0b-1bfb69160067>

Superintendent’s Recommended Professional Development Plan:

<https://acrobat.adobe.com/link/review?uri=urn:aaid:scds:US:bcc931ea-3598-3b99-b341-6c4378b69940>

<p>Fiscal Impact:</p> <p>Cost:</p> <p><input type="checkbox"/> Recurring</p> <p><input type="checkbox"/> One-Time</p> <p><input checked="" type="checkbox"/> No Fiscal Impact</p>	<p>Funding Source:</p> <p><input type="checkbox"/> General Fund</p> <p><input type="checkbox"/> Grant Funds</p> <p><input type="checkbox"/> Other Funds (Specify)</p>	<p>Fiscal Year:</p> <p>Amendment Required?</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>
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Superintendent’s Recommendation: That the board *having reviewed SBEC’s Professional Development Clearinghouse approve the District’s Professional Development Plan as presented.*

Department Submitting: Superintendent	Requested By: Larry Berger, Superintendent
Cabinet Member’s Approval: N/A	

Board Approval Required: Yes No



Board of Trustees Agenda Item Information

Meeting Date: August 9, 2022

Meeting Type

- Regular Meeting
- Special Meeting/Workshop
- Hearing

Agenda Placement

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

Date Submitted: August 2, 2022

Subject: Approve Final Payment and Deductive Change Order for the Searcy Roof Replacement Project.

Executive Summary: In accordance with Policy CV (Local), final payments for construction work in the district shall not be made until the work has been completed and accepted by the Board. The Searcy Roof Replacement project is complete.

The Board contracted with JR Jones Roofing in May 2021 to replace the roof at the Searcy Center. After accounting for the final payment of \$107,845.60, the project is \$103,723 under the approved budget of \$2,260,635. The District funded this project with 2016 Bond Funds.

The final pay applications and deductive change orders for the project are attached.

Associated District Goal:

WCG 2 - Pearland ISD will support the physical and mental health of all students and staff.
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
- 2016 Bond Funds (617)

Fiscal Year:

Amendment Required?

- Yes
- No

Superintendent's Recommendation: That the Board of Trustees authorize final payment for the Searcy Roof Replacement as submitted and authorize the superintendent or designee to approve the final payments and deductive change orders.

Department Submitting: Business Office & Maintenance Department

Requested By: Roxanne St. Amand and Matt Cline

Cabinet Member's Approval: Jorgannie Carter

Board Approval Required: Yes No

Application for Payment #10RET


Submitted To: Pearland ISD	Contractor: JR Jones Roofing, Inc. 5511 Mitchelldale St Houston, TX 77092 US	Period To: 6/30/2022
	Job: 21-1026ER Pearland ISD Roof Replacement	Payment Due: 7/15/2022
	21	Contract Date: 5/20/2021
		Contract #: 21091

1. ORIGINAL CONTRACT SUM:	\$2,260,635.00
2. Net Change by Change Orders:	(\$103,723.00)
3. Contract Sum to Date (1+2):	\$2,156,912.00
4. Total Completed and Stored To Date (Column G on Page 2):	\$2,156,912.00
5. Retainage	
a. 0% of Completed Work:	\$0.00
b. 0% of Stored Materials:	\$0.00
6. Total Earned Less Retainage (4-5):	\$2,156,912.00
7. LESS Previous Applications for Payment:	\$2,049,066.40
8. Current Payment Due:	\$107,845.60
9. Balance to Finish, Including Retainage (3-6):	\$0.00

CHANGE ORDER SUMMARY:	Additions	Deductions
Changes Approved in Previous Periods:	\$0.00	(\$103,723.00)
Changes Approved This Period:	\$0.00	\$0.00
Totals:	\$0.00	(\$103,723.00)
Net Changes by Change Order:		(\$103,723.00)

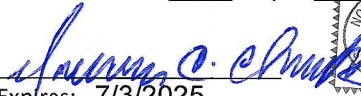
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Applications for Payment were issued and payments received, and that current payment shown herein is now due.

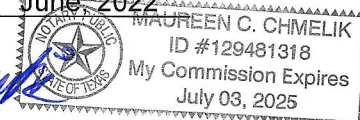
Contractor: JR Jones Roofing, Inc.

By:  Date: 6/15/22

State of Texas County of Harris

Subscribed and sworn to me this 15th day of June 2022

Notary Public:  My Commission Expires: 7/3/2025



CERTIFICATE FOR PAYMENT


In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Construction Manager certifies that to the best of his knowledge, information, and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Amount Certified: \$107,845.60

Construction Manager:

By: _____ Date: _____

Architect:

By:  Date: 06/22/2022

