

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

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Notice is hereby given that a Regular Meeting of the Pearland Independent School District will be held on **Tuesday, 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	2
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. <b>Administrative Reports</b>	
A. Fourth Quarter Investment Report for Fiscal Year 2021-2022	65
B. Interim Financial Statement Report as of May 31, 2022	66
11. <b>Adjournment</b>	

### ***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.

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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’Kesha Henson – Vaughn  
 Executive Director of High Schools, Kelly Holt  
 Chief Technology Officer, Jon- Paul Estes  
 General Counsel, Tanya Dawson

**Recording Secretary**      Gina Guzzetta

**Introductory Remarks**      **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, 1<sup>st</sup> Place

Dawson and Pearland; DECA International Qualifier

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

Turner for HOSA International Qualifier: 1<sup>st</sup> and 2<sup>nd</sup> 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

<b>T-TESS Evaluation</b>	<b>10. A.2</b> Approval of the 2022-2023 School Year Teacher Appraisal Calendar for Pearland ISD (T-TESS) Texas Teacher Evaluation and Support System
<b>T-TESS Appraiser</b>	<b>10. A.3</b> Approval of the Texas Teacher Evaluation and Support System (T-TESS) Administrator Appraiser List for the 2022-2023 School Year
<b>Communities in Schools</b>	<b>10. A.4</b> Approval of Communities in Schools Partnership Agreement for 2022-2023 School Year
<b>Communities in Schools Premier Academy</b>	<b>10. A.5</b> Approval of the Communities in Schools Premier Academy Partnership Agreement for 2022-2023 School Year
<b>Budget Amendment</b>	<b>10. A.6</b> Approval of Budget Amendment #3
<b>Purchases Over 75K</b>	<b>10. A.7</b> Approval of Budgeted Purchases that Aggregate \$75,000 or more
<b>SRO Contract</b>	<b>10. A.8</b> Approval of the Interlocal Agreement with the City of Pearland for the School Resource Officer (SRO) Program
<b>Resolution for Tax</b>	<b>10. A.9</b> 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**

<b>Cash Defeasance</b>	<b>10. B.1</b> Consider Resolution Providing for the Cash Defeasance of Certain Currently Outstanding Obligations from the Series 2017 Bonds
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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.

<b>Opening</b>	<b>1.0</b> After noting that a quorum was present, President Murphy opened the meeting at 12:00 p.m.
<b>Establishment of a Quorum</b>	<b>2.0</b> 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
<b>Executive Council Present</b>	Superintendent, Larry Berger
<b>Recording Secretary</b>	Gina Guzzetta
<b>Public Comment</b>	<b>3.0</b> There were no patrons present for public comment.
<b>Required Training</b>	<b>4.0</b> The Board and Superintendent participated in required training and development with Kay Douglas, TASB Consultant.
<b>Closed Session</b>	<b>5.0</b> The Board did not convene in closed session.
<b>Adjournment</b>	<b>6.0</b> The meeting adjourned at 3:09 p.m.

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

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President, Sean Murphy

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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. 11

**Department Submitting:** Purchasing/Moniki Mason

**Requested By:** Dorothy Simpson

**Cabinet Member's Approval:** Jorgannie Carter

**Board Approval Required:** ☒Yes ☐No



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

**Date Submitted:** August 2, 2022

### Agenda Placement

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

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

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

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

- Approval of purchase utilizing 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) 17

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

**Cabinet Member's Approval:** Jorgannie Carter

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

**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**

<b>Vendor Name</b>	<b>Product/Service</b>	<b>Procurement Method</b>	<b>Funding Source</b>	<b>FY 22-23 Expenditure</b>	<b>FY 21-22 Expenditure</b>	<b>Contract Information</b>
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

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**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](mailto:ar@tylertech.com)

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

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

20

**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](mailto:ar@tylertech.com)

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

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](mailto: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	22 -\$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

*Keith Kaup*

Keith Kaup  
Director of Transportation

Aug 2, 2022

Date



# Choice Partners/HCDE Purchase Order

25

## 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

Qty.	Unit	Item Description	Price	Ext. Price
G/L #1 200	2 PACKAGES	Cover Stock, 65 Lb., 8-1/2 Inch X 11 Inch, Ivory Domtar Colors Cover: Packaged In 250/Pkg CP Item # :20312 Manufacturer # :D83-94173 Supplier Item # :D83-82490 Bid Reference # :CHOICE PARTNERS 21/017KN-01 \$100630 .64635	\$ 13.85	\$2,770.00 ✓
#2 / 200	2 PACKAGES	Cover Stock, 65 Lb., 8-1/2 Inch X 11 Inch, Blue Domtar Colors Cover: Packaged In 250/Pkg CP Item # :20309 Manufacturer # :D83-94107 Supplier Item # :D83-82476 Bid Reference # :CHOICE PARTNERS 21/017KN-01 \$100610 .64635	\$ 13.85	\$2,770.00 ✓
#3 / 200	2 PACKAGES	Cover Stock, 65 Lb., 8-1/2 Inch X 11 Inch, Canary Domtar Colors Cover Packaged In 250/Pkg CP Item # :20307 Manufacturer # :D83-94121 Supplier Item # :D83-82479 Bid Reference # :CHOICE PARTNERS 21/017KN-01 \$100615	\$ 13.85	\$2,770.00 ✓
#4 / 200	2 PACKAGES	Cover Stock, 65 Lb., 8-1/2 Inch X 11 Inch, Green Domtar Colors Cover: Packaged In 250/Pkg CP Item # :20305 Manufacturer # :D83-94161 Supplier Item # :D83-82487 Bid Reference # :CHOICE PARTNERS 21/017KN-01 \$100625	\$ 13.85	\$2,770.00 ✓
8	CASE	Dual Purpose Paper, 8-1/2 X 11 Inch, 24/60 Lb., Astrobrights -	\$ 116.99	\$935.92 ✓

Gamma Green: Packaged In 10 Rm/Cs

CP Item #:20463

Manufacturer #:N08-22541

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

20

CASE

CP Item #:20460

Manufacturer #:N08-22551

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

40

CASE

CP Item #:20412

Manufacturer #:D83-94284

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

40

CASE

CP Item #:20409

Manufacturer #:D83-94290

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

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

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

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  
Gray: Packaged In 8 Pkg/Ctn

40

CARTON

CP Item #:20770

Manufacturer #:D83-94348

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

20

CARTON

CP Item #:20778

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

27

CP Item #: 20750

Manufacturer #: D83-94361

Supplier Item #: D83-81041

Bid Reference #: CHOICE PARTNERS 210-17KN-01

#100640

Total number of items : 1088

Sub-Total : \$ 28,919.72

Estimated Shipping : \$ 0.00

Grand Total : \$ 28,919.72 ✓

Walt Rose  
7/5/22



12300380

**OVOL**  
USAWESTERN DRW  
BOSWORTH  
BAXTER  
HIGH POINTBosworth Papers  
10425 Okavilla 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

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PEARLAND I.S.D.  
P.O. BOX 7  
PEARLAND, TX 77588-  
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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		10.00	44.98 CTN	113,349.60	07/05/22 07/06/22

8-1/2X11 20BS  
SUZANO REPORT  
WHITE

10.00M

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

\*\* AVAILABILITY. 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 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
** delivery charges will be added to invoice. ** ** ** Effective August 1, 2021 new will 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

12300134



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

Ship To

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

PEARLAND ISD  
1702 MYKAWA DR  
PEARLAND TX 77581

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

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

Sub Total	\$68,914.96	
Freight	\$0.00	Total
Misc Charges	\$0.00	
Tax Amount	\$0.00	\$68,914.96 ✓

X: \_\_\_\_\_  
(Accepted by)

MESSAGE

TERMS



12300371



PLEASE REMIT TO:  
3700 REVEILLE 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 #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
Q028191	06/27/2022	07/07/2022	0011399		DELIVERY RIDLEY'S	SAR
Job ID	Customer Terms			Salesman		
	NET 30			GUY CORDELL JR		

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

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

<b>MESSAGE</b>	<b>TERMS</b>

# 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](#).

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

---

<b>Subtotal:</b>	<b>\$30,963.30</b>
<b>Shipping:</b>	<b><del>\$4</del> \$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Non-Taxable Amount:</b>	<b>\$30,963.30</b>
<b>Taxable Amount:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>

---

<b>Total:</b>	<b>\$30,963.30</b>
---------------	--------------------

## Shipping Group Details

35

### 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
<b>OptiPlex 5400 AIO</b>		<b>\$1,032.11</b>	<b>30</b>	<b>\$30,963.30</b>
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	36	-
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 <a href="https://support.dell.com/ProSupport">//support.dell.com/ProSupport</a>	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		-
				<b>Subtotal:</b>	<b>\$30,963.30</b>
				<b>Shipping:</b>	<b>\$0.00</b>
				<b>Environmental Fee:</b>	<b>\$0.00</b>
				<b>Estimated Tax:</b>	<b>\$0.00</b>
				<b>Total:</b>	<b>\$30,963.30</b>

## 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](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto: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](http://www.dell.com/terms) or [www.dell.com/oemterms](http://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](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dell.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/offeringsspecificterms](http://www.dell.com/offeringsspecificterms) ("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](#).

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

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Subtotal:	\$140,535.00
Shipping:	39.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$140,535.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

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Total:	\$140,535.00
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## Shipping Group Details

40

### 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
<b>Precision 3660 Tower</b>		<b>\$2,087.06</b>	<b>60</b>	<b>\$125,223.60</b>
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-AH DU	-	60	41	-
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		-
			<b>Quantity</b>	<b>Subtotal</b>	
<b>Dell UltraSharp 24 Monitor - U2422H, 60.47cm (23.8")</b>		<b>\$255.19</b>	<b>60</b>	<b>\$15,311.40</b>	

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	-

<b>Subtotal:</b>	<b>\$140,535.00</b>
<b>Shipping:</b>	<b>\$0.00</b>
<b>Environmental Fee:</b>	<b>\$0.00</b>
<b>Estimated Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$140,535.00</b>

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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.

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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**

- ☒ Regular Meeting  
☐ Special Meeting/Workshop  
☐ Hearing

**Date Submitted:** August 01, 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:** Annual Review/Update of Board Operating Procedures (Rules of Conduct; Standard Rules)

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

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

[Rules of Conduct](#)

[Standing Rules](#)

**Fiscal Impact:**

**Cost:**

- ☐ Recurring  
☐ One-Time  
☒ No Fiscal Impact

**Funding Source:**

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

**Fiscal Year:**

- Amendment Required  
☐ Yes  
☒ No

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

**Department Submitting:** Superintendent

**Requested By:** Superintendent

**Cabinet Member's Approval:** NA

**Board Approval Required:** ☒ Yes ☐ No



## Board of Trustees Agenda Item Information

**Meeting Date:** August 6, 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, 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

**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.

**Department Submitting:** Superintendent's Cabinet

**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 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:**

- ☐ 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 approves the 2022-2023 Student Code of Conduct as presented.

**Department Submitting:** Superintendent's Cabinet

**Requested By:** Dr. La'Kesha 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 6<sup>th</sup> 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, the 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'Kesha Henson-Vaughn nor the Executive Director of Elementary Schools, Marlo Keller Schools have a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the vendors who are recommended for the purchases aforementioned.

*Moniki Mason*

Moniki Mason  
Director of Purchasing

7/28/2022

Date

*Dr. LaKesha Henson-Vaughn*

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

La'Kesha 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

### 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:** 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>

### 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 *having reviewed SBEC's Professional Development Clearinghouse approve the District's Professional Development Plan as presented.*

**Department Submitting:** Superintendent

**Cabinet Member's Approval:** N/A

**Requested By:** Larry Berger,  
Superintendent

**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 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

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

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



# **AIA® Document G701™ – 2017**

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## **Change Order**

**PROJECT:** *(Name and address)*  
2021 Capital Renewal Plan Reroofs  
Project #: 2109100

**OWNER:** *(Name and address)*  
Pearland Independent School District  
1928 N. Main Street  
Pearland, TX 77581

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date:

**ARCHITECT:** *(Name and address)*  
PBK Architects, Inc. dba BEAM  
Professionals  
11 Greenway Plaza, 22<sup>nd</sup> Floor  
Houston, TX 77046

**CHANGE ORDER INFORMATION:**  
Change Order Number: 001  
Date:

**CONTRACTOR:** *(Name and address)*  
J.R. Jones Roofing  
5511 Mitchelldale Street  
Houston, TX 77092

### **THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

1. Allowance Amount: .....	\$191,500.00
2. CPR #1: .....	(\$80,027.00)
3. CPR #2: .....	(\$7,750.00)
4. Allowance Balance: .....	\$103,723.00

The original Contract Sum was	\$	2,260,635.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	2,260,635.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	103,723.00
The new Contract Sum including this Change Order will be	\$	2,156,912.00

The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### **NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

PBK Architects, Inc. dba BEAM  
Professionals

**ARCHITECT** *(Firm name)*

**SIGNATURE**

Jason Benoit, Director Houston  
**PRINTED NAME AND TITLE**

05/15/2022

**DATE**

J.R. Jones Roofing

**CONTRACTOR** *(Firm name)*

**SIGNATURE**

Earl W. Thomas, President  
**PRINTED NAME AND TITLE**

6/2/22

**DATE**

Pearland Independent School District

**OWNER** *(Firm name)*

**SIGNATURE**

**PRINTED NAME AND TITLE**

**DATE**





## Board of Trustees Agenda Item Information

**Meeting Date:** August 9, 2022

**Meeting Type**

- ☒ Regular Meeting  
☐ Special Meeting/Workshop  
☐ Hearing

**Date Submitted:** August 3, 2022

**Agenda Placement**

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

**Subject:** Fourth Quarter Investment Report for Fiscal Year 2021-2022

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

Administration is pleased to report that all investments were in compliance with the district's investment policy and pledged securities were sufficient to protect the district's funds at all times during the quarter ending June 30, 2022.

[Fourth Quarter Investment Report Fiscal Year 2022](#)

No action is required on behalf of the school board.

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

**Fiscal Impact:**

**Cost:**

- ☐ Recurring  
☐ One-Time  
☒ No Fiscal Impact

**Funding Source:**

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

**Fiscal Year:**

Amendment Required?

- ☐ Yes  
☒ No

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

**Department Submitting:** Business Office

**Requested By:** Monio Mark II

**Cabinet Member's Approval:** Jorgannie Carter

**Board Approval Required:** ☐ Yes ☒ No



## Board of Trustees Agenda Item Information

**Meeting Date:** August 16, 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 type="checkbox"/> Consent Agenda                    |
| <input type="checkbox"/> Executive Session | <input type="checkbox"/> Regular Agenda                    |
| <input type="checkbox"/> Recognition       | <input checked="" type="checkbox"/> Information/Discussion |

**Date Submitted:** August 2, 2022

**Subject:** Interim Financial Statement Report as of May 31, 2022

**Executive Summary:** The attached Financial Statement Report provides an estimate for the Fiscal Year 2021-22 eleven-month period ending May 31, 2022.

This report includes an Interim Statement of Revenues and Expenditures for all appropriated funds (i.e., General Fund, Food Service Fund, and Debt Service Fund.) In addition, a CRRSA ESSER II and ARP ESSER III funds update has been added to these interim financial reports.

- **General Fund** – Revenues realized during the eleven-month of operations total 77.9% of budget due to the timing of state revenue which is pending to be received during June through August; actual expenditures total 86.9%.
- **Food Service Fund** – Revenues exceeded the total budget due to the increase in the federal reimbursement rate as well as a Supply Chain Assistant Grant of \$436,808 received in May; actual expenditures total 92.3%.
- **Debt Service Fund** – Revenues realized total 97.5% of budget; actual expenditures total 100%; all debt service payments have been made.
- **CRRSA ESSER II Fund** – As of May 31, 2022, revenues realized totaled 91.1%; expenditures totaled 4.7 million with remaining budgeted expenditures of \$422,984 and budgeted indirect costs of \$50,779.
- **ARP ESSER III Fund**– As of May 31, 2022, revenues realized totaled 70.6%; pre-award and post-award expenditures totaled 8.1 million with remaining budgeted expenditures of \$3,311,822 and budgeted indirect costs of \$397,584.
- **Tax Revenue and Collections** – As of May 31, 2022, tax collections totaled 96.9% compared to 97.1% for the same eleven-month period in the prior year.

No action is required on behalf of the school board.

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

**Fiscal Impact:**

**Cost:**

- ☐ Recurring  
☐ One-Time  
☒ No Fiscal Impact

**Funding Source:**

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

**Fiscal Year:**

Amendment Required?

- ☐ Yes  
☒ No

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

**Department Submitting:** Business Office

**Requested By:** Thu Pham

**Cabinet Member's Approval:** Jorgannie Carter

**Board Approval Required:**

☐ **Yes**

☒ **No**

PEARLAND INDEPENDENT SCHOOL DISTRICT  
GENERAL OPERATING FUND  
Interim Statement of Revenues and Expenditures (Unaudited)  
May 31, 2022

	FISCAL YEAR 2021-2022					PRIOR YEAR COMPARISON	
	BUDGET						
	Adopted	Board Amended	YTD Actual	Remaining Budget	Percent Realized/ Expended	May 31, 2021 Actual	Variance
Revenues							
5700 Local and Intermediate Sources	\$80,887,903	\$83,622,620	\$82,433,991	\$1,188,629	98.6%	\$76,792,113	\$5,641,878
5800 State Program Revenue	97,979,355	101,444,638	61,289,561	40,155,077	60.4%	67,787,269	(6,497,708)
5900 Federal Program Revenue	1,920,000	2,364,395	2,293,732	70,663	97.0%	2,178,118	115,613
Total Revenues	180,787,258	187,431,653	146,017,283	41,414,370	77.9%	146,757,500	(740,217)
Expenditures by Function							
11 Instruction	115,306,905	120,568,454	106,138,158	14,430,296	88.0%	101,575,484	4,562,674
12 Instructional Res. & Media Svcs.	1,938,078	1,963,078	1,735,577	227,501	88.4%	1,717,868	17,709
13 Curriculum & Staff Development	5,776,425	5,745,323	4,877,244	868,079	84.9%	4,853,453	23,791
21 Instructional Leadership	2,987,565	3,051,453	2,567,513	483,940	84.1%	2,414,500	153,013
23 School Leadership	12,893,376	12,897,817	11,386,316	1,511,501	88.3%	11,402,964	(16,647)
31 Guidance & Counseling	7,999,183	7,968,995	7,080,763	888,232	88.9%	7,019,402	61,362
32 Social Work Services	808,424	697,351	604,445	92,906	86.7%	728,683	(124,238)
33 Health Services	2,456,183	2,457,896	1,935,675	522,221	78.8%	1,952,929	(17,254)
34 Student Transportation	7,878,785	7,886,901	6,403,412	1,483,489	81.2%	6,062,221	341,191
36 Extra-Curricular Activities	4,739,675	4,753,759	4,006,406	747,353	84.3%	4,061,299	(54,893)
41 General Administration	5,710,870	5,777,671	5,010,714	766,957	86.7%	4,546,910	463,803
51 Plant Maintenance & Operations	23,210,525	23,223,024	19,156,643	4,066,381	82.5%	20,221,350	(1,064,706)
52 Security & Monitoring Services	2,076,052	2,424,350	2,132,441	291,909	88.0%	1,836,748	295,693
53 Data Processing Services	4,717,990	5,045,065	4,627,038	418,027	91.7%	4,522,860	104,178
61 Community Service	5,669	9,669	4,471	5,198	46.2%	1,452	3,018
71 Debt Service	-	880,689	797,594	83,095	90.6%	-	797,594
95 Payment to JJAEP	80,000	80,000	12,300	67,700	15.4%	7,500	4,800
99 Other Intergovernmental Charges	727,128	737,128	641,421	95,707	87.0%	643,302	(1,881)
Total Expenditures	199,312,833	206,168,623	179,118,131	27,050,492	86.9%	173,568,924	5,549,207
Revenues Over/(Under) Expenditures	(18,525,575)	(18,736,970)	(33,100,848)	14,363,878	-9.0%	(26,811,424)	(6,289,424)
Other Financing Sources/(Uses)	-	10,335,160	10,006,923	328,237	96.8%	8,659	9,998,264
Net Change in Fund Balance	(18,525,575)	(8,401,810)	(\$23,093,925)	\$14,692,115		(\$26,802,765)	\$3,708,840
Fund Balance 7/1/21	\$67,028,559	67,028,559					
Estimated Fund Balance 6/30/22		\$58,626,749					
Expenditures by Major Object							
61XX Payroll	\$171,883,968	\$170,401,441	\$149,084,188	\$21,317,253	87.5%	\$149,787,934	(\$703,746)
62XX Contracted Services	13,045,039	12,400,603	9,923,106	2,477,497	80.0%	11,199,275	(1,276,169)
63XX Supplies and Materials	10,159,115	8,055,119	5,985,921	2,069,198	74.3%	8,634,794	(2,648,874)
64XX Other Operating Expenditures	4,050,538	3,932,329	3,312,857	619,472	84.2%	3,781,873	(469,016)
65XX Debt Service	-	876,789	797,594	79,195	91.0%	-	797,594
66XX Capital Outlay	174,173	10,502,342	10,014,466	487,876	95.4%	165,048	9,849,418
Total Expenditures	\$199,312,833	\$206,168,623	\$179,118,131	\$27,050,492	86.9%	\$173,568,924	\$5,549,207

PEARLAND INDEPENDENT SCHOOL DISTRICT  
FOOD SERVICE FUND  
Interim Statement of Revenues and Expenditures (Unaudited)  
May 31, 2022

69

	FISCAL YEAR 2021-2022					PRIOR YEAR COMPARISON	
	BUDGET					May 31, 2021 Actual	Variance
	Adopted	Board Amended	YTD Actual	Remaining Budget	Percent Realized/ Expended		
<b>Revenues</b>							
5700 Local and Intermediate Sources	\$4,822,150	\$1,500,000	\$1,661,834	(\$161,834)	110.8%	\$887,494	\$774,340
5800 State Program Revenue	300,000	300,000	225,751	74,249	75.3%	248,357	(22,606)
5900 Federal Program Revenue	4,093,200	10,255,000	12,016,992	(1,761,992)	117.2%	5,005,638	7,011,354
Total Revenues	<u>9,215,350</u>	<u>12,055,000</u>	<u>13,904,577</u>	<u>(1,849,577)</u>	<u>115.3%</u>	<u>6,141,489</u>	<u>7,763,088</u>
<b>Expenditures by Function</b>							
35 Food Service	9,215,350	10,650,045	9,828,271	821,774	92.3%	7,058,854	2,769,418
71 Debt Service	-	1,989	1,658	332	83.3%	-	1,658
81 Capital Outlay	-	-	-	-	-	240,152	(240,152)
Total Expenditures	<u>9,215,350</u>	<u>10,652,034</u>	<u>9,829,929</u>	<u>822,105</u>	<u>92.3%</u>	<u>7,299,006</u>	<u>2,530,923</u>
Revenues Over/(Under) Expenditures	-	1,402,966	4,074,648	(2,671,682)	23.1%	(1,157,517)	5,232,165
Other Financing Sources/(Uses)	-	2,818	2,818	-	100.0%	-	2,818
Net Change in Fund Balance	-	1,405,784	\$4,077,466	(\$2,671,682)		(\$1,157,517)	\$5,234,983
Fund Balance 7/1/21	<u>\$974,015</u>	<u>974,015</u>					
Estimated Fund Balance 6/30/22		<u><u>\$2,379,799</u></u>					
<b>Expenditures by Major Object</b>							
61XX Payroll	\$4,265,370	\$4,930,774	\$3,919,951	\$1,010,823	79.5%	\$3,800,869	\$119,081
62XX Contracted Services	61,900	68,905	63,761	5,144	92.5%	48,460	15,302
63XX Supplies and Materials	4,836,880	5,585,412	5,833,604	(248,192)	104.4%	3,197,444	2,636,160
64XX Other Operating Expenditures	11,200	12,891	8,138	4,753	63.1%	5,678	2,460
65XX Debt Service	-	1,989	1,658	332	83.3%	-	1,658
66XX Capital Outlay	40,000	52,063	2,818	49,245	5.4%	246,556	(243,738)
Total Expenditures	<u>\$9,215,350</u>	<u>\$10,652,034</u>	<u>\$9,829,929</u>	<u>\$822,105</u>	<u>92.3%</u>	<u>\$7,299,006</u>	<u>\$2,530,923</u>

PEARLAND INDEPENDENT SCHOOL DISTRICT  
DEBT SERVICE FUND  
Interim Statement of Revenues and Expenditures (Unaudited)  
May 31, 2022

70

	FISCAL YEAR 2021-2022					PRIOR YEAR COMPARISON	
	BUDGET					May 31, 2021 Actual	Variances
	Adopted	Board Amended	YTD Actual	Remaining Budget	Percent Realized/ Expended		
<b>Revenues</b>							
5700 Local and Intermediate Sources	\$35,816,407	\$35,816,407	\$34,891,115	\$925,292	97.4%	\$36,046,160	(\$1,155,045)
5800 State Program Revenue	468,207	707,788	707,788	-	100.0%	467,156	240,632
Total Revenues	<u>36,284,614</u>	<u>36,524,195</u>	<u>35,598,903</u>	<u>925,292</u>	<u>97.5%</u>	<u>36,513,316</u>	<u>(914,413)</u>
<b>Expenditures by Function</b>							
71 Debt Service	41,214,189	40,914,189	40,898,857	15,332	100.0%	36,373,613	4,525,245
Total Expenditures	<u>41,214,189</u>	<u>40,914,189</u>	<u>40,898,857</u>	<u>15,332</u>	<u>100.0%</u>	<u>36,373,613</u>	<u>4,525,245</u>
Revenues Over/(Under) Expenditures	(4,929,575)	(4,389,994)	(5,299,955)	909,961	-2.5%	139,704	(5,439,658)
Other Financing Sources/(Uses)	-	-	-	-	-	(446,741)	446,741
Net Change in Fund Balance	(4,929,575)	(4,389,994)	(\$5,299,955)	\$909,961		(\$307,038)	(\$4,992,917)
Fund Balance 7/1/21	<u>\$25,523,554</u>	<u>25,523,554</u>					
Estimated Fund Balance 6/30/22		<u>\$21,133,560</u>					
<b>Expenditures by Major Object</b>							
65XX Debt Service	\$41,214,189	\$40,914,189	\$40,898,857	\$15,332	100.0%	\$36,373,613	\$4,525,245
Total Expenditures	<u>\$41,214,189</u>	<u>\$40,914,189</u>	<u>\$40,898,857</u>	<u>\$15,332</u>	<u>100.0%</u>	<u>\$36,373,613</u>	<u>\$4,525,245</u>

PEARLAND INDEPENDENT SCHOOL DISTRICT  
CRRSA ESSER II  
Grant Expenditure Status Report (Unaudited)  
May 31, 2022

71

FY 2021 AND FY 2022				
	Grant Award	Life-to-Date Actual	Remaining Budget	Percent Realized/ Expended
<b>Revenues</b>				
5900 Federal Program Revenues	\$5,709,795	\$5,200,151	\$509,644	91.1%
Indirect Costs Revenue	(611,991)	(557,366)	(54,625)	91.1%
Direct Program Revenue	5,097,803	4,642,784	455,019	91.1%
<b>Expenditures by Function</b>				
11 Instruction	1,104,715	681,731	422,984	61.7%
12 Instructional Res. & Media Svcs.	60,817	60,817	-	100.0%
13 Curriculum & Staff Development	256,649	256,649	-	100.0%
21 Instructional Leadership	24,932	24,932	-	100.0%
23 School Leadership	671,472	671,472	-	100.0%
31 Guidance & Counseling	179,001	179,001	-	100.0%
32 Social Work Services	4,663	4,663	-	100.0%
33 Health Services	132,839	132,839	-	100.0%
34 Student Transportation	647,338	647,338	-	100.0%
35 Food Service	17,978	17,978	-	100.0%
36 Extra-Curricular Activities	129,736	129,736	-	100.0%
41 General Administration	184,870	184,870	-	100.0%
51 Plant Maintenance & Operations	1,372,785	1,372,785	-	100.0%
52 Security & Monitoring Services	59,308	59,308	-	100.0%
53 Data Processing Services	250,698	250,698	-	100.0%
Total Expenditures	\$5,097,803	4,674,819	422,984	91.7%
Revenues Over/(Under) Expenditures*	-	(\$32,035)	\$32,035	-0.6%
<b>Expenditures by Major Object</b>				
61XX Payroll	\$5,097,803	\$4,674,819	\$422,984	91.7%
Total Expenditures	\$5,097,803	\$4,674,819	\$422,984	91.7%

\* Amount Pending Drawdown

PEARLAND INDEPENDENT SCHOOL DISTRICT  
 ARP ESSER III  
 Grant Expenditure Status Report (Unaudited)  
 May 31, 2022

72

FY 2021 AND FY 2022

	Grant Award	Life-to-Date Actual	Remaining Budget	Percent Realized/ Expended
<b>Revenues</b>				
5900 Federal Program Revenues	\$12,827,530	\$9,051,762	\$3,775,768	70.6%
Indirect Costs Revenue	(1,375,582)	(970,885)	(404,697)	70.6%
Direct Program Revenue	11,451,948	8,080,877	3,371,071	70.6%
<b>Expenditures</b>				
Pre-award Expenditures	3,028,861	3,028,861	-	100.0%
Post-award Expenditures by Function				
11 Instruction	7,593,051	4,327,145	3,265,906	57.0%
12 Instructional Res. & Media Svcs.	23,494	23,494	-	100.0%
13 Curriculum & Staff Development	71,818	71,818	-	100.0%
21 Instructional Leadership	12,216	12,216	-	100.0%
23 School Leadership	113,137	113,137	-	100.0%
31 Guidance & Counseling	94,726	89,327	5,399	94.3%
32 Social Work Services	167,289	126,772	40,517	75.8%
33 Health Services	29,421	29,421	-	100.0%
34 Student Transportation	69,553	69,553	-	100.0%
36 Extra-Curricular Activities	16,092	16,092	-	100.0%
41 General Administration	31,664	31,664	-	100.0%
51 Plant Maintenance & Operations	159,310	159,310	-	100.0%
52 Security & Monitoring Services	18,625	18,625	-	100.0%
53 Data Processing Services	22,690	22,690	-	100.0%
Total Post-Award Expenditures	8,423,087	5,111,265	3,311,822	60.7%
Total Expenditures	\$11,451,948	8,140,126	3,311,822	71.1%
Revenues Over/(Under) Expenditures *	-	(\$59,249)	\$59,249	-0.5%
<b>Expenditures by Major Object</b>				
61XX Payroll	\$2,998,027	\$2,662,351	\$335,677	88.8%
62XX Contracted Services	5,396,660	2,421,231	2,975,429	44.9%
63XX Supplies and Materials	28,400	27,683	717	97.5%
89XX Operating Transfer Out	3,028,861	3,028,861	-	100.0%
Total Expenditures	\$11,451,948	\$8,140,126	\$3,311,822	71.1%

\* Amount Pending Drawdown



PEARLAND INDEPENDENT SCHOOL DISTRICT  
ANALYSIS OF TAX REVENUE & COLLECTIONS  
As of May 31, 2022

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

<b>TAXABLE VALUES &amp; TAX LEVY</b>
--------------------------------------

	<b>Certified</b>	<b>Adjusted</b>	<b>% Inc/(Dec)</b>
<b>Taxable Values</b>			
Certified Taxable Value	\$8,716,021,138	\$8,716,021,138	
Adjustments	679,354,906 *	650,355,847	
Adjusted Taxable Value	<u>\$9,395,376,044</u>	<u>\$9,366,376,985</u>	-0.3%
<b>Tax Levy</b>			
Subtotal (/100 * Tax Rate)	\$123,567,986	\$123,186,590	
Less: Over Age 65 and/or Frozen	(4,000,000) *	(5,000,708)	
Net Tax Levy	<u>\$119,567,986</u>	<u>\$118,185,882</u>	-1.2%

\* Estimated for Budget Purposes

<b>PROPERTY TAX REVENUE</b>
-----------------------------

	<b>Amended Budget</b>	<b>YTD Collected</b>	<b>% Collected</b>
<b>General Fund</b>			
199 - Current Year Collections	\$81,551,620	\$80,058,175	98.2%
199 - Prior Year Collections	900,000	844,308	93.8%
Total - General Fund	<u>82,451,620</u>	<u>80,902,482</u>	98.1%
<b>Debt Service Fund</b>			
599 - Current Year Collections	35,331,407	34,439,991	97.5%
599 - Prior Year Actual Collections	320,000	379,952	118.7%
Total - Debt Service Fund	<u>35,651,407</u>	<u>34,819,943</u>	97.7%
<b>Total - All Funds</b>			
Total Current Year Collections	116,883,027	114,498,166	98.0%
Total Prior Year Collections	1,220,000	1,224,259	100.3%
Total - All Funds	<u>\$118,103,027</u>	<u>\$115,722,425</u>	98.0%

<b>PERCENTAGE OF TAX LEVY COLLECTED AS OF MAY 31, 2022</b>
--

<b>Compared to Net Tax Levy:</b>	<b>Certified</b>	<b>Adjusted</b>
FY 2021-22	95.8%	96.9%
FY 2020-21		97.1%

Note: The information on this analysis reflects tax collections as of May 31, 2022 by Brazoria County Tax Office on behalf of Pearland ISD. However, the District records tax revenues when cash is received from Brazoria County Tax Office.