Agenda of Regular Meeting

The Board of Trustees
Galveston Independent School District

A Regular Meeting of the Board of Trustees of Galveston Independent School District will be held August 4, 2021, beginning at 6:30 PM in the Lovenberg Administration Building, 3904 Avenue T, Galveston, TX 77550.

One or more members of the Galveston ISD Board of Trustees may attend this meeting via video conference. Notice is given that Galveston ISD intends to conduct this meeting via video conference. Galveston ISD:
• Has provided online written notice containing a free-of-charge website link, as well as an electronic copy of any agenda packet, before conducting this meeting via video conference; specifically, the public may use the following free-of-charge website link: https://www.gisd.org/site/Default.aspx? PageID=5397; or a live broadcast on Channel 17.
• Has provided the public with access and a means to participate in the meeting, at 3904 Ave T Galveston, TX 77550; and
• Has provided the public with access to a recording of the meeting.

The subjects discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown.

1) Call to order Open Session in the Board Room of the Lovenberg Administration Building, 3904 Avenue T, Galveston, Texas.
2) Pledge of Allegiance to the United States flag and the Texas flag.
3) Citizen's Request to Address the Board on Agenda and Non-Agenda Items. Please complete sign-up sheets available in the lobby prior to the start of the meeting.
4) District Reports
    A) Superintendent's Report
    B) Board Committee Reports
        1) Policy Committee Chair- Mr. David O'Neal
        2) Facilities/Finance Committee Chair- Mr. Johnny Smecca
5) Financial Reports and Budget Update 5
6) The Board may recess into Closed Executive Session in the Library as permitted by the Texas Open Meeting Act Government Code Sections 551.071- 551.090 Subchapter D and E.

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed meeting then the final action, final decision, or final vote shall be either:
A) in the open meeting covered by the Notice upon the reconvening of the public meeting; or
B) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

A) Personnel
B) Consultation with Attorney
C) Real Property

7) Reestablish the open meeting of the Galveston ISD Board of Trustees.

8) CONSENT AGENDA - Action Items

A) Consider approval of the minutes from the Regular School Board Meeting on June 16, 2021 and the Special meeting on July 21, 2021.	20
B) Consider approval of the Board's Time Use Tracker - June 16, 2021	25
C) Consider approval of personnel resignations and recommendations with contracts.	30
D) Discuss and consider approval of payment of attorney fees.	31
E) Consider approval of Monthly Budget Amendments	32
F) Consider Approval of Purchases >$50,000	34
G) Discuss and consider approval of the 2021-2022 Resolution sanctioning the Galveston County 4-H Organization as an extracurricular program and approval of adjunct faculty agreement to recognize Galveston County Cooperative Extension Agents as adjunct faculty members for the 2021-2022 school year.	77
H) Discuss and consider the funding parameters, Interlocal Agreement and Memorandum of Understanding for the Coastal Alternative Program (CAP) for the 2021-2022 school year.	86
I) Discuss and approve resolution for the inclusion of text in CB (LOCAL) to comply with State and Federal Revenue Resources.	118
J) Discuss and consider awarding RFP# 2019-03, Grant Evaluation Services, to Third Coast R&D, Inc. and Wexford, Inc. for twelve months starting September 1, 2021 with no additional years, not to exceed $300,000.00 annually.	120
K) Public Funds Investment Act Annual Compliance	121
L) Discuss and consider purchasing Learning A-Z, which includes additional licenses along with a twelve-month contract starting 10/1/2021 with no additional years, not to exceed $55,000.00 annually.	124
M) Discuss and consider approval for professional services from Kickstart Kids during the 2021-2022 school year in an amount not to exceed $65,000 to be funded using Title funds.	127
N) Discuss and consider an Order Calling Regular Single Member School Board Trustee Election for Districts 1A, 3C and 4D on November 2, 2021.	128
O) Discuss and consider approving Galveston Independent School District interlocal cooperative purchasing agreement with New Caney Independent School District for the 2021- 2022 school year.	138
P) Discuss and approve the Student Code of Conduct for 2021 – 2022.	144
Q) Discuss and consider the approval of the renewal of the Workers' Compensation coverage with TASB for $299,284.00 for the period of September 1, 2021 through August 31, 2022.	192

R) Discuss and consider approval of the Interagency Agreement between Upward Hope Academy and GISD to provide educational services to students in a Drop-Out Prevention/Recovery Program. 199

S) Schedule Public Meeting to Discuss the 2021 Proposed Tax Rate and the 2021-2022 Proposed Budget 206

T) Discuss and consider a contract with UTMB - BHAR for an amount not to exceed $234,000.00 to provide mental health counseling funded by the Moody Foundation Causeway Galveston Grant for the period September 1, 2021 through August 31, 2022. 207

U) Discuss and consider a contract with The Teen Health Center, INC. for an amount not to exceed $353,000.00 to provide mental health counseling funded by the Moody Foundation Causeway Galveston Grant for the period September 1, 2021 through August 31, 2022. 208

V) Discuss and consider a contract with Family Service Center for an amount not to exceed $378,000.00 to provide mental health counseling funded by the Moody Foundation Causeway Galveston Grant for the period September 1, 2021 through August 31, 2022. 209

W) Discuss and consider awarding RFP# 2019-03,Grant Evaluation Services, to Third Coast R&D, Inc. and Wexford, Inc. for twelve months starting September 1, 2021 with no additional years, not to exceed $300,000.00 annually. 210

X) Discuss and consider approval of the purchase of Level Literacy Intervention (LLI) Kits from Heinemann and Benchmark Education Company in an amount not to exceed $76,000. 211

9) REGULAR AGENDA- Action Items

A) Discuss reorganization of Officers of the GISD Board of Trustees - Election of Secretary. 212

B) Consider Approval of 2021 Proposed Tax Rate to be Published in Notice of Public Hearing 213

10) Appointment of Curriculum Committee Chair by Board President.

11) Board Comments

12) Adjournment

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on _____, at _____

_____

For the Board of Trustees

Action Sheet

MEETING DATE: **August 4, 2021**

AGENDA ITEM: **Financial Reports**

The following reports for the period ending 06/30/2021 are attached for your review:

Executive Summary – See Attachment A.

Report No. 1 – FY 2020-21 General Fund revenues, showing budget, actual collections, and (over)/under collected. See Attachment B.

Report No. 2 – FY 2020-21 General Fund expenditures by function, showing budget, encumbrances, expenditures, and unencumbered balances. See Attachment C.

Report No. 3 – Cash and investments for all funds. See Attachment D.

Report No. 4 – Detail of tax collections. See Attachment E.

Report No. 5 – Vendors with aggregated purchases for FY 2020-21 that exceed $50,000. See Attachment F.

Report No. 6 – Local Vendor Activity for FY 20-21 (zip codes 77550-77554). See Attachment G.

Report No. 7 – Monthly Check Register. See Attachment H.

Report No. 8 – Bond Summary Cover Sheet. See Attachment I.

Report No. 9 - Bond Project Report, showing original bond project cost estimates (PBK) compared to actual bids/expenses. See Attachment J.

RECOMMENDATION: I move that the Board of Trustees receive the financial reports as presented.

Jerry Gibson

Dr. Jerry Gibson
Superintendent

Connie Morgenroth

Connie Morgenroth
Assistant Superintendent for Business and Operations

Financial Reports – Executive Summary, Board Meeting 08/04/2021

The following reports representing period ending 06/30/2021, are attached for your review:

Report No. 1 – General Fund revenue collected through the period totals $83,505,708 or 90.2% of projected collections. For the same period in FY 2019-20, revenue totaled $81,754,540 or 94.3% of budgeted collections. See attachment B.

Report No. 2 – General Fund expenditures through the period totals $58,083,289 or 61.8% of total projected expenditures. For the same period in FY 2019-20, expenditures totaled $50,535,309 or 58.1% of budgeted expenditures. See attachment C.

Report No. 3 – Cash and investment report. See attachment D.

Funds held by each financial institution at 06/30/2021 are as follows:

Moody Bank	$5,545,470	Pledged securities $11,000,000
Texas Class Investment Pool	$45,173,187	N/A (Investment Pool)
Texas Term	$14,797,927	N/A (Investment Pool)
Moody Bank CD-General	$2,000,000	12 Month CD
Moody Bank CD-Debt Service	$2,000,000	12 Month CD
Total	$69,516,584	

Report No. 4 – Current ad valorem taxes, delinquent taxes, and penalties & interest collections through the period are as follows (See attachment E).

Fund	Budget	Amount Collected	% Collected
Maintenance & Operations	$79,650,321	$76,477,513	96.0%
Interest & Sinking (Debt Payment)	$8,122,496	$7,781,175	95.8%

For the same period in FY 2019-20, collections were $74,542,286 (97.2%) for M&O and $7,142,743 (96.5%) for I&S.

Report No. 5 – Bond Summary Cover Sheet. See attachment F.

Report No. 6 - Bond Project Report, showing original bond project cost estimates (PBK) compared to actual bids/expenses. See Attachment G.

Report No. 7 – Vendors with aggregate purchases for FY 2020-21 that exceed $50,000. See attachment H.

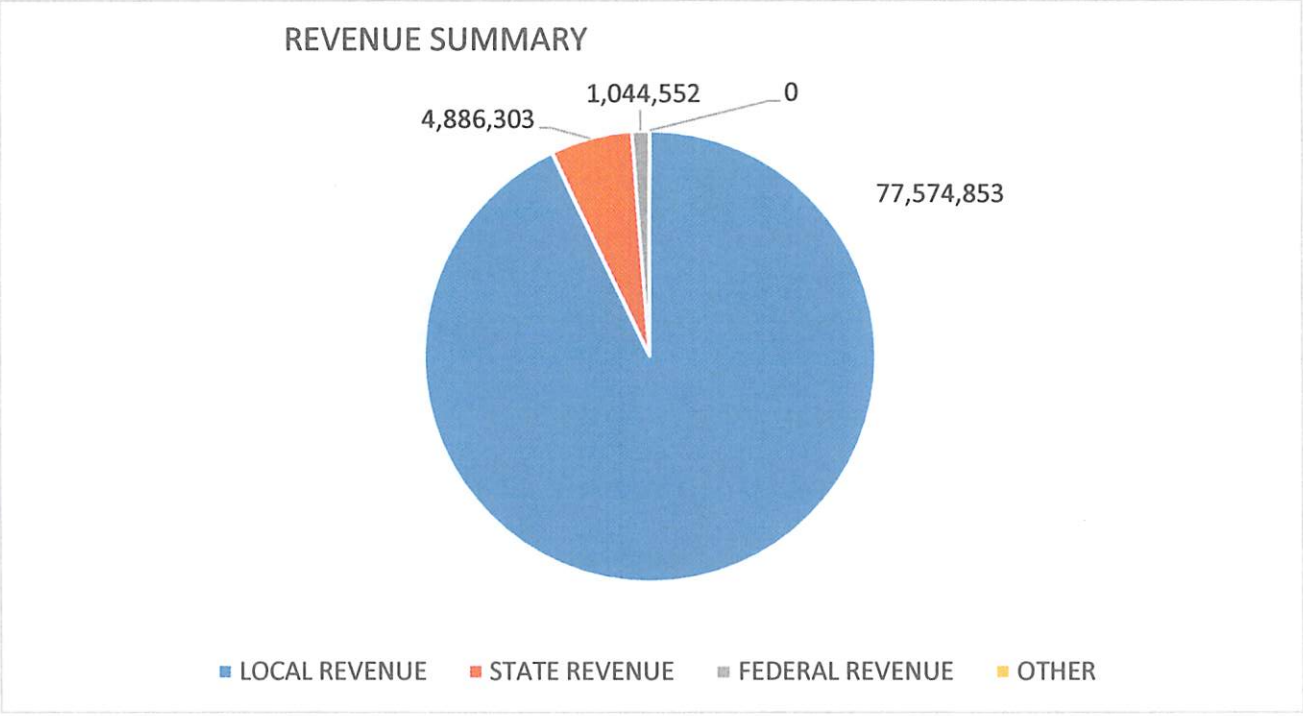
Report No. 8 – Local vendor activity for FY 2020-21 (zip codes 77550-77559). See attachment I.

Report No. 9 - Monthly Check Register. See attachment J.

Attachment A

GALVESTON ISD
GENERAL FUND REVENUES BY MAJOR OBJECT
AS OF 06-30-2021

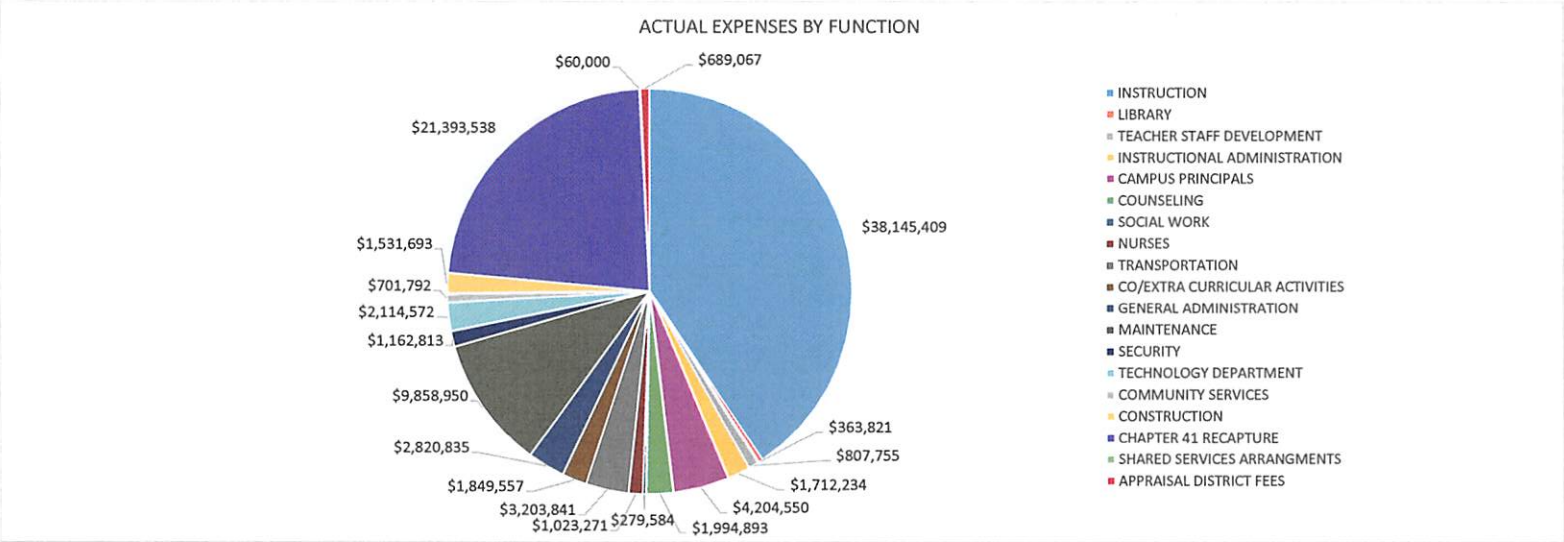
		2020-2021 Revised Budget	Monthly Receipts 06/30/2021	FYTD Receipts 06/30/2021	2020-2021 FYTD (Under)/Over Budget
57--	LOCAL REVENUE	80,736,321	1,912,394	77,574,853	(3,161,468)
58--	STATE REVENUE	10,941,421	519,590	4,886,303	(6,055,118)
59--	FEDERAL REVENUE	875,000	128,715	1,044,552	169,552
79--	OTHER	0	0	0	-
----		92,552,742	2,560,699	83,505,708	(9,047,034)
		% COLLECTED	90.2%		



ATTACHMENT B

GALVESTON ISD
GENERAL FUND EXPENDITURES BY FUNCTION
AS OF 05/31/2021

Function	Function	Revised Budget JUNE 2020-21	FYTD Activity JUNE 2020-21	Encumbered JUNE 2020-21	Expense + Encumbered	Unencumbered Bal JUNE 2020-21
11	INSTRUCTION	$ 38,145,409	$ 31,838,006	$ 165,743	$ 32,003,749	$ (6,141,660)
12	LIBRARY	$ 363,821	$ 270,861	$ 6,000	$ 276,861	$ (86,960)
13	TEACHER STAFF DEVELOPMENT	$ 807,755	$ 570,255	$ 38,550	$ 608,805	$ (198,950)
21	INSTRUCTIONAL ADMINISTRATION	$ 1,712,234	$ 1,330,011	$ 37,081	$ 1,367,092	$ (345,142)
23	CAMPUS PRINCIPALS	$ 4,204,550	$ 3,385,957	$ (549)	$ 3,385,408	$ (819,142)
31	COUNSELING	$ 1,994,893	$ 1,602,938	$ 9,295	$ 1,612,233	$ (382,660)
32	SOCIAL WORK	$ 279,584	$ 218,565	$ -	$ 218,565	$ (61,019)
33	NURSES	$ 1,023,271	$ 839,165	$ 19,534	$ 858,699	$ (164,572)
34	TRANSPORTATION	$ 3,203,841	$ 2,499,483	$ 52,700	$ 2,552,183	$ (651,658)
36	CO/EXTRA CURRICULAR ACTIVITIES	$ 1,849,557	$ 1,449,883	$ 98,740	$ 1,548,623	$ (300,934)
41	GENERAL ADMINISTRATION	$ 2,820,835	$ 2,361,562	$ 100,842	$ 2,462,404	$ (358,431)
51	MAINTENANCE	$ 9,858,950	$ 7,748,753	$ 360,824	$ 8,109,577	$ (1,749,373)
52	SECURITY	$ 1,162,813	$ 951,172	$ 16,588	$ 967,760	$ (195,053)
53	TECHNOLOGY DEPARTMENT	$ 2,114,572	$ 1,704,877	$ 55,515	$ 1,760,392	$ (354,180)
61	COMMUNITY SERVICES	$ 701,792	$ 579,190	$ 3,689	$ 582,879	$ (118,913)
81	CONSTRUCTION	$ 1,531,693	$ 90,240	$ 964,711	$ 1,054,951	$ (476,742)
91	CHAPTER 41 RECAPTURE	$ 21,393,538	$ 85,755	$ -	$ 85,755	$ (21,307,783)
93	SHARED SERVICES ARRANGMENTS	$ 60,000	$ 29,662	$ -	$ 29,662	$ (30,338)
99	APPRAISAL DISTRICT FEES	$ 689,067	$ 526,953	$ 162,114	$ 689,067	$ -
		$ -	$ -	$ -	$ -	
					$ -	
--	COLUMN TOTALS	$ 93,918,175	$ 58,083,288	$ 2,091,377	$ 60,174,665	$ (33,743,510)
	EXPENDITURES AS A % OF BUDGET		61.8%		64.1%	



ATTACHMENT C

GALVESTON INDEPENDENT SCHOOL DISTRICT
Cash and Investment Report for the Month Ending 06/30/21
For Board Meeting 08/04/21

Depository or Investment Pool	Account Name	Account Number	Type of Account	% Earned	5/31/21 Market Value	Changes to Market Value: Deposits	Withdrawals	ROI (net)	6/30/21 Market Value
Moody Bank	General Disbursement	xxxxxx601	Now Account	0.050%	$ 1,965,951.04	$ 10,081,333.04	$ 9,337,551.41	$ 113.56	$ 2,709,846.23
Moody Bank	Activity Fund	xxxxxx627	Now Account	0.050%	$ 38,092.94	$ 22,487.01	$ 29,875.09	$ 9.00	$ 30,713.86
Moody Bank	Child Nutrition	xxxxxx619	Now Account	0.050%	$ 155,714.63	$ 538,736.02	$ 222,737.25	$ 18.72	$ 471,732.12
Moody Bank	Bond	xxxxxx056	Now Account	0.050%	$ 53,689.12	$ 500,000.00	$ 275,236.25	$ 21.86	$ 278,474.73
Moody Bank	Money Market	xxxxxx635	Money Market	1.000%	$ 2,029,872.02			$ 1,668.39	$ 2,031,540.41
Moody Bank	Debt Service	xxxxxx049	Now Account	0.050%	$ 10,781.55	$ 12,410.05	$ 30.00	$ 0.84	$ 23,162.44
Moody Bank	General Fund		12 Month CD	1.500%	$ 2,000,000.00				$ 2,000,000.00
Moody Bank	Debt Service		12 Month CD	1.500%	$ 2,000,000.00				$ 2,000,000.00
			Total Moody Bank:		**$ 8,254,101.30**	**$ 11,154,966.12**	**$ 9,865,430.00**	**$ 1,832.37**	**$ 9,545,469.79**
	SECURITIES PLEDGED 11,000,000								
Texas Class	General Operating	xxxxxxxx01	Investment Pool	0.0438%	$ 44,250,574.45	$ 3,709,294.86	$ 6,391,235.45	$ 2,177.09	$ 41,570,810.95
Texas Class	Debt Service	xxxxxxxx02	Investment Pool	0.0438%	$ 1,496,673.79	$ 181,729.25		$ 80.18	$ 1,678,483.22
Texas Class	Construction	xxxxxxx03	Investment Pool	0.0438%	$ 17,311.51			$ 0.89	$ 17,312.40
Texas Class	Activity	xxxxxxx04	Investment Pool	0.0438%	$ 409,290.20			$ 20.56	$ 409,310.76
Texas Class	Child Nutrition	xxxxxxx05	Investment Pool	0.0438%	$ 1,661,280.38		$ 164,089.82	$ 79.75	$ 1,497,270.31
			Total Texas Class:		**$ 47,835,130.33**	**$ 3,891,024.11**	**$ 6,555,325.27**	**$ 2,358.47**	**$ 45,173,187.64**
Texas TERM DAILY	General Operating	XXXX-02	Investment Pool	0.03%	$ 14,189,800.33	$ -	$ 1,000,000.00	$ 320.76	$ 13,190,121.09
Texas TERM DAILY	Debt Service	XXXX-04	Investment Pool	0.03%	$ 208,569.91			$ 5.07	$ 208,574.98
Texas TERM DAILY	Bond Construction	XXXX-05	Investment Pool	0.03%	$ 1,191,650.64		$ 500,000.00	$ 16.82	$ 691,667.46
Texas TERM DAILY	Child Nutrition	XXXX-08	Investment Pool	0.03%	$ 807,546.08		$ 100,000.00	$ 17.21	$ 707,563.29
			Total Texas Class:		**$ 16,397,566.96**	**$ -**	**$ 1,600,000.00**	**$ 359.86**	**$ 14,797,926.82**
			Total Cash & Investments		**$ 72,486,798.59**	**$ 15,045,990.23**	**$ 18,020,755.27**	**$ 4,550.70**	**$ 69,516,584.25**

Long-term investments include unrealized gains/losses; therefore, "book value" is estimated value at maturity, as of this report date.
All cash, cash equivalents and other investments are in compliance with the GISD investment policy and also Texas Government Code, Chapter 2256.

Connie Morgenroth, Assistant Superintendent for Business and Operations

GALVESTON ISD
TAX COLLECTIONS BY FUND
AS OF 06/30/2021

FND	FND	OBJ	OBJ	Rev Bud 2020-21	2020-21 FYTD Activity	2020-21 FYTD (UNDER)/Over Budget	JUNE 2020-21 Monthly Activity
199	GENERAL FUND	5711	TAXES-CURRENT YEAR	$ 77,418,086	$ 74,106,807	$ (3,311,279)	$ 1,586,095
199	GENERAL FUND	5712	TAXES-DELINQUENT	$ 1,432,235	$ 1,420,857	$ (11,378)	$ 100,288
199	GENERAL FUND	5719	PENALTY/INT/OTHER TAX REVENUE	$ 800,000	$ 949,849	$ 149,849	$ 103,847
199	GENERAL FUND	5719 9C	OTHER/HOUSING AUTHORITY		$ -		$ -
FUND TOTAL				$ 79,650,321	$ 76,477,513	$ (3,172,808)	$ 1,790,230
YTD AS A % OF BUDGET					96.0%		

FND	FND	OBJ	OBJ	Rev Bud 2020-21	2020-21 FYTD Activity	2020-21 FYTD (UNDER)/Over Budget	JUNE 2020-21 Monthly Activity
599	DEBT SERVICE	5711	TAXES-CURRENT YEAR	$ 7,896,412	$ 7,555,942	$ (340,470)	$ 161,777
599	DEBT SERVICE	5712	TAXES-DELINQUENT	$ 146,084	$ 134,580	$ (11,504)	$ 9,572
599	DEBT SERVICE	5719	PENALTY/INT/OTHER TAX REVENUE	$ 80,000	$ 90,653	$ 10,653	$ 10,380
FUND TOTAL				$ 8,122,496	$ 7,781,175	$ (341,321)	$ 181,729
YTD AS A % OF BUDGET					95.8%		

ATTACHMENT E

GALVESTON ISD
BOND FUND EXPENDITURE SUMMARY BY PROJECT & CENTER
FY 2020-21 AS OF 6/30/2021

Bond authorization (including premium on bonds sold) ->	$31,275,439.32
Rebates	$232,153.53
Return on Investments	$894,977.94
Total Available	**$32,402,570.79**
Expended 2017-18	$1,222,084.02
Expended 2018-19	$15,037,128.42
Expended 2019-20	$12,874,404.54
Expended + Encumbered 2020-21	$3,236,918.34
Expended + Encumbered All Years	**$32,370,535.32**
Balance	$32,035.47
Expended + Encumbered % (of Total Available) ->	100%

*Reflects actual expenses and encumbrances in District software system.
*Lovenberg Trust - $581,029.62 of middle school project expenditures were transferred from Bond 2018 fund to Lovenberg Trust fund.

Galveston ISD

2018 Bond Construction Status by Project

	A	B	C	D	E	F	G	H	I	J	K
Row	Desc	LOC	Bid Amount Approved	PBK 6%	Contingency	P&P Bond	Reimbursable (estimate)	GISD Budget	PBK (Budget Bond Amount)	Difference	Project Status
1	SPOOR FIELD/TRACK	B01	$1,377,659.00	$82,659.54			$19,716.65	$1,480,035.19	$1,765,125.00	$285,089.81	Warranty
2	SECURITY VESTIBULES	B02	$532,400.00	$31,944.00			$4,319.24	$568,663.24	$234,225.00	($334,438.24)	Warranty
3	BUS PURCHASES	B03	$2,487,757.36	$0.00			$0.00	$2,487,757.36	$2,000,000.00	($487,757.36)	Closed
4	WHITE FLEET REPLACE VEHICLES	B04	$606,143.23	$0.00			$0.00	$606,143.23	$500,000.00	($106,143.23)	Closed
5	TECHNOLOGY REPLACEMENT/UPGRADE	B05	$2,020,674.92	$0.00			$0.00	$2,020,674.92	$2,000,000.00	($20,674.92)	Closed
6	SECURITY CAMERAS	B06	$509,999.25	$0.00				$509,999.25	$500,000.00	($9,999.25)	Warranty
	Spoor field wireless for streaming	B06	$2,250.00					$2,250.00	$0.00	($2,250.00)	closed
7	FLOORING	B07	$253,389.50	$0.00			$0.00	$253,389.50	$358,425.00	$105,035.50	Warranty
	Flooring Abatement	B07	$11,634.25					$11,634.25	$0.00	($11,634.25)	Closed
8	MEP Package 1 (Oppe, la Morgan, Oppe, parker)	B08	$1,392,714.00	$80,628.00		$23,000.00	$8,074.74	$1,504,416.74	$1,501,065.00	($3,351.74)	Warranty
9	MEP Package 2 (Oppe, parker)	B08	$62,625.00	$3,757.50				$66,382.50	$550,125.00	$483,742.50	Warranty
10	MEP Package 3 (Central, San Jac, Alamo, Crenshaw)	B08	$806,482.00	$47,118.60				$853,600.60	$1,294,110.00	$440,509.40	Warranty
11	MEP Package 4 (Crenshaw office unit, Admin, Austin, central)	B08	$1,038,759.00	$62,325.54				$1,101,084.54	$922,235.00	($178,849.54)	Punch
12	MEP Package 5 (ball fire pump, Weis insulation, Rosenberg water heater and water heater)	B08	$122,060.00	$7,081.80				$129,141.80	$162,797.00	$33,655.20	Warranty
13	MEP Package 6 (Ball Cooling Tower and check valves, Rosenberg CHWP)	B08	$499,684.00	$29,415.00				$529,099.00	$842,535.00	$313,436.00	Punch
14	MEP Transportation Package	B08	$59,485.00	$3,569.10				$63,054.10		($63,054.10)	Warranty
15	MEP Water Treatment	B08	$10,275.00	$0.00				$10,275.00		($10,275.00)	Closed
16	Ball - LED Theatrical Lighting Dimmer System	B08	$188,622.00					$188,622.00	$162,000.00	($26,622.00)	Warranty
	Ball Chiller Insulation Direct Work	B08	$10,000.00					$10,000.00	$0.00	($10,000.00)	Closed
	Parker - fire duct detectors	B08	$5,414.05					$5,414.05	$0.00	($5,414.05)	Closed
17	REROOFING PHASE 1 (Scott, Central, Ball, Austin	B09	$2,060,700.89	$123,821.70			$3,735.39	$2,188,257.98	$2,190,275.00	$2,017.02	Warranty
18	MARQUEES	B10	$50,636.82					$50,636.82	$105,000.00	$54,363.18	Closed
19	FUEL CANOPY - BUS BARN	B11	$10,365.00					$10,365.00	$67,500.00	$57,135.00	Closed
20	PARKER-REBUILD GYM	B15	$3,445,623.68	$187,476.90			$62,132.43	$3,695,233.01	$3,723,975.00	$28,741.99	WIP
21	Parker Gym - FFE	B15	$8,740.00					$8,740.00	$0.00	($8,740.00)	WIP
22	LED Lighting Retrofit	B16	$1,746,025.00					$1,746,025.00	$1,700,000.00	($46,025.00)	Warranty
23	LED Lighting Fixtures Transportation Storage	B16	$9,666.00					$9,666.00	$0.00	($9,666.00)	Closed
24	Baseball and Softball Infield Turf	B17	$634,520.00	$38,071.20			$10,968.78	$683,559.98	$685,707.73	$2,147.75	Warranty
25	Baseball and Softball sprinkler work	B17	$4,958.00					$4,958.00	$0.00	($4,958.00)	Closed
26	Baseball backstop padding	B17	$4,750.00					$4,750.00	$0.00	($4,750.00)	Closed
27	Baseball concrete visitors dugout	B17	$5,125.00					$5,125.00	$4,050.00	($1,075.00)	Closed
28	Softball backstop padding	B17	$21,632.50					$21,632.50	$8,100.00	($13,532.50)	Closed
29	Baseball roof replacement dugout, ticket	B17	$7,697.23					$7,697.23	$0.00	($7,697.23)	Closed
30	NEW BUS WASH	B18	$180,849.36	$10,945.92				$191,795.28	$135,000.00	($56,795.28)	Closed

Row	Desc	LOC	Bid Amount Approved	PBK 6%	Contingency	P&P Bond	Reimbursable (estimate)	GISD Budget	PBK (Budget Bond Amount)	Difference	Project Status
31	TEST DRINKING WATER	B19	$40,460.00					$40,460.00	$40,500.00	$40.00	Closed
32	Plumbing Repair	B19	$10,620.00					$10,620.00	$0.00	($10,620.00)	Closed
33	BHS LECTURE HALL REPLCE SEATNG	B20	$18,638.00					$18,638.00	$6,480.00	($12,158.00)	Closed
34	CRENSHAW IMPROVEMENTS (insulation, ramp, painting, wet glazing, soft sealants)	B21	$676,595.00	$40,105.86			$770.37	$717,471.23	$678,575.00	($38,896.23)	punch
35	PBK Invoices Not Distributed to Projects	B22									
36	REFURBISH TENNIS COURTS	B24	$247,240.00	$14,834.40			$3,640.59	$265,714.99	$263,250.00	($2,464.99)	Closed
37	Tennis Court Restroom Repair	B24	$10,654.00					$10,654.00	$0.00	($10,654.00)	Closed
38	REPLACE DOOR HARDWARE	B25	$64,820.05					$64,820.05	$68,850.00	$4,029.95	Closed
39	Crenshaw Vestibule Door Hardware	B25	$5,713.47					$5,713.47	$0.00	($5,713.47)	Closed
40	REROOFING PHASE 2 (Oppe, Alamo, Austin, Courville, Central, San Jac)	B27	$2,239,307.14	$134,358.43			$1,613.78	$2,375,279.35	$2,669,895.00	$294,615.65	Punch
41	Roofing Repair Direct Contract Work	B27	$58,526.12					$58,526.12	$0.00	($58,526.12)	Closed
42	Asbestos Abatement	B28	$74,746.25					$74,746.25		($74,746.25)	WIP
43	Baseball Backstop Netting (change order to DW Site Improvements)	B29 B32 B17	$196,088.85	$76,128.00				$272,216.85	$0.00	($272,216.85)	Punch
44	COURVILLE/DW SITE IMPROVEMENTS (baseball covered batting, baseball fence and soft sealants, softball backstop netting and soft sealants,oppe fence, la Morgan canopy, stadium press box windows, spalling repairs, la Morgan roof repair, la Morgan spalling repair, Central fence replacement)	B29 B32 B17	$1,268,800.00				$28,527.17	$1,297,327.17	$1,819,717.27	$522,390.10	punch
45	REROOFING PHASE 3 (Priority Repairs)Alamo, ball, Scott	B30	$142,185.00	$6,813.06				$148,998.06	$0.00	($148,998.06)	Warranty
46	Tennis Court LED Lights (Electrical install)	B31	$61,964.55					$61,964.55	$0.00	($61,964.55)	Warranty
47	Tennis Court LED Lights (Light Poles)	B31	$284,400.00	$17,064.00				$301,464.00	$0.00	($301,464.00)	Warranty
48	MEP Package 7 (Central MS)	B33	$2,013,841.95	$119,131.14				$2,132,973.09	$486,000.00	($1,646,973.09)	Warranty
49	REROOFING PHASE 4 (Rosenberg)	B34	$1,395,809.70	$83,748.58			$5,909.88	$1,485,468.16	$1,406,700.00	($78,768.16)	WIP
50	MEP Package 9 (Rosenberg - change out a/c controls)	B35	$100,340.00					$100,340.00	$434,565.00	$334,225.00	WIP
51	MEP Package 8 (Annex change out D/X units)	B36	$272,128.00	$16,157.40				$288,285.40	$202,365.00	($85,920.40)	punch
52	Ball - Tie in 2 chill and 2 hot water loops	B37	$352,023.00	$22,674.96				$374,697.96	$433,350.00	$58,652.04	Warranty
53	Ball - replace domestic water heater	B37	$25,893.00					$25,893.00	$34,830.00	$8,937.00	Warranty
54	District Wide Change out Exhaust Fans	B38	$372,915.00	$22,374.90	$20,000.00			$415,289.90	$274,725.00	($140,564.90)	WIP
55	PBK Invoices Not Distributed to Projects 2	B39									
56	Crenshaw retrofit sprinkler heads	B40	$19,630.73					$19,630.73	$10,000.00	($9,630.73)	WIP
57	White boards and bulletin Boards (Elementary)	B41	$139,932.80					$139,932.80	$200,000.00	$60,067.20	WIP
58	REROOF PHASE 5 (Admin, Annex, Parker, Weis)	B46	$304,259.00	$18,255.54	$50,000.00			$322,514.54	$242,000.00	($80,514.54)	WIP

Row	Desc	LOC	Bid Amount Approved	PBK 6%	Contingency	P&P Bond	Reimbursable (estimate)	GISD Budget	PBK (Budget Bond Amount)	Difference	Project Status
59	Elementary School Furniture	M28	$113,266.80					$113,266.80		($113,266.80)	WIP
60	Box Truck Warehouse/Band	M29	$78,959.00					$78,959.00	$0.00	($78,959.00)	WIP
61	Softball and Baseball LED lighting Retrofit	B44	$315,000.00					$315,000.00	$0.00	($315,000.00)	WIP
62	Central / Weis Door Hardware Retrofit	B45	$103,115.36					$103,115.36	$0.00	($103,115.36)	WIP
63	BOND-COST OF ISSUANCE/UW DISC	B97	$275,439.32					$275,439.32	$0.00	($275,439.32)	Closed
64	Bank Fee's	L1R						$90.00		($90.00)	
65	Unassigned	B99		$0.00				$0.00	$286,788.00	$286,788.00	
66	Parker Replace gym doors paint								$29,160.00	$29,160.00	Deleted
67											
68	Column Totals		$31,472,629.13	$1,280,461.07	$70,000.00	$23,000.00	$149,409.02	$32,945,589.22	$31,000,000.00	($1,945,589.22)	
69	Bond Premium on Bonds Sold								$275,439.32	$275,439.32	
70	Rebates and investment revenues								$1,106,761.74	$1,106,761.74	
71	Lovenberg Fund 836 Funded Project B09									$581,029.62	
72	Cumulative variance								$32,382,201.06	$17,641.46	

VENDOR	AMOUNT
GALVESTON INSURANCE ASSOCIATES	1,975,695.06
CFI MECHANICAL, INC.	1,554,006.89
JR JONES ROOFING	953,081.05
GLAZIER FOODS COMPANY	940,340.58
TASB RISK MGMT FUND PROPERTY CASUALTY	778,378.37
CAVALLO ENERGY TEXAS LLC	734,126.10
CDW GOVERNMENT LLC	729,382.43
GALVESTON COLLEGE	618,145.52
MOODY EARLY CHILDHOOD CENTER	538,336.00
GALVESTON CENTRAL APPRAISAL DISTRICT	516,800.22
DELL MARKETING LP	512,207.83
TEEN HEALTH CENTER, INC	508,186.92
CHALLENGE OFFICE PROD INC	483,620.13
LONGHORN BUS SALES INC	470,199.72
FAMILY SERVICE CENTER OF GALVESTON COUNTY	463,844.21
CS ADVANTAGE USAA INCORPORATED	389,462.00
CAREHERE LLC	342,349.23
PBK ARCHITECTS	341,587.67
AMAZON CAPITAL SERVICES	274,793.57
CMS COMMUNICATIONS INC	273,310.00
UTMB AT GALVESTON	254,682.46
T-MOBILE USA, INC	237,999.69
MUSCO SPORTS LIGHTING	236,857.00
COMMERCE BANK	235,940.40
RAE SECURITY, INC.	225,791.09
CITY OF GALVESTON	217,381.01
F.W. WALTON, INC.	199,447.25
COBURN SUPPLY CO	195,725.39
STRATEGIC EQUIPMENT LLC	193,770.55
HOUGHTON MIFFLIN HARCOURT PUBLISHING CO	186,718.81
WEXFORD INC	185,000.00
ACCELERATE LEARNING INC	172,009.45
TUCON LLC	170,850.35
BORDEN DAIRY	166,889.13
SPECTRUM CORPORATION	165,114.00
PETROLEUM TRADERS CORPORATION	152,567.09
SKYWARD, INC	150,626.35
HARDIES	140,359.16
AT&T	135,819.48
MATERA PAPER COMPANY	135,579.82
INDECO SALES, INC	134,463.13
TEAL CONSTRUCTION COMPANY	132,680.80
BE A CHANGE, LLC	130,000.00

VENDOR	AMOUNT
RICOH USA INC	128,646.60
INFECTION CONTROLS, INC.	119,490.87
DICKINSON ISD	117,050.83
MICRO INTEGRATION	109,231.97
DATAVOX INC	108,826.55
WELLS FARGO FINANCIAL SERVICES, LLC	106,142.67
INTEGRATED VIRAL PROTECTION, LLC	99,935.00
GBCDHH	98,458.00
KARCZEWSKI BRADSHAW SPALDING	90,361.74
REGION 4 ESC BUSINESS OFFICE	89,829.56
FOLLETT SCHOOL SOLUTIONS INC	89,350.05
TASB	88,392.11
ATHLETIC SUPPLY, INC.	84,686.15
AUTOMATED LOGIC CONTRACTING SERVICES	84,431.76
KLEEN SUPPLY CO	82,302.57
HOME DEPOT	81,091.78
CHASTANG FORD	78,959.00
ENTERGY	73,600.50
ISLAND FIRE & SAFETY CO, INC	73,518.82
STEVE WEISS MUSIC INC	71,884.90
REPUBLIC SERVICES #855	69,221.82
ELLEVATION INC	67,149.38
FRONTLINE TECHNOLOGIES GROUP LLC	66,128.71
KICKSTART KIDS	65,000.00
AVONDALE HOUSE	64,307.50
TSTA MEMBERSHIP	60,442.38
INSTRUCTURE INC	60,382.65
SCHMID, JULIE	57,739.00
CRESCENT ELECTRIC	55,044.17
HUNTON DISTRIBUTION	54,718.42
SCHOOL SPECIALTY, LLC	54,428.39
HARRIS COUNTY DEPARTMENT OF EDUCATION	52,677.80
LAKESHORE LEARNING MATERIALS	51,244.35

VENDOR	FYTD AMOUNT	Zip
A B SIGN SHOP	4,768.81	77551
A. SMECCA INC	4,719.76	77550
ALERT ALARMS	11,840.00	77550
AUTO PLUS	11,204.99	77551
BAY AREA REAL PROPERTY APPRAISERS	1,800.00	77550
BENNETT FLORAL	439.00	77550
BETTER PARKS FOR GALVESTON	1,200.00	77550
BEYOND TINT	1,860.00	77551
BREEZEWAY CUSTOM SCREENPRINTIN	13,050.00	77551
BROOME WELDING & MACHINE CO INC	4,552.61	77554
CALLIE WALKER CREATIVE	3,850.00	77554
CHALMERS HARDWARE	426.79	77550
CHALMERS HARDWARE & EMBROIDERY	9,441.01	77550
CITY OF GALVESTON	235,654.68	77553
CITY OF GALVESTON	968.00	77550
CLASSIC AUTO GROUP	158.49	77554
CLASSIC FORD GALVESTON	7,198.34	77553
CLAY CUP STUDIOS	11,480.00	77550
COMMUNITIES IN SCHOOLS GALVESTON CO	20,000.00	77550
COUNTY OF GALVESTON	16,791.58	77553
ELLIES.COM	4,750.00	77550
FAMILY SERVICE CENTER OF GALVESTON	463,844.21	77550
FASTSIGNS OF GALVESTON	17,050.38	77551
FISHERMAN'S WHARF	779.76	77550
FLAMINGO GARDENS INC	3,250.00	77551
FULLEN CRANE SERVICE	820.00	77551
GALVESTON CHAMBER OF COMMERCE	5,740.00	77550-1501
GALVESTON COLLEGE	660,644.33	77550
GALVESTON COUNTRY CLUB	3,158.00	77554
GALVESTON COUNTY AUDITOR'S OFFICE (	2,573.60	77553
GALVESTON COUNTY BLUEPRINT	163.90	77550
GALVESTON COUNTY TAX-ASSESSOR	10,152.45	77550
GALVESTON INSURANCE ASSOCIATES	1,978,738.06	77552-6767
GALVESTON ISD ADMIN PRINT SHOP	616.17	77550
GALVESTON ISLAND ESPORTS	30,000.00	77550
GALVESTON KIWANIS CLUB	345.00	77552
GALVESTON NEWSPAPERS	12,164.60	77553
GALVESTON PRINTING, LLC	2,537.82	77550
GALVESTON RAILROAD MUSEUM	15,000.00	77550
GALVESTON RENTALS, INC	3,535.23	77554
GALVESTON SCHOOL EMPLOYEES FEDERAL	735,930.50	77551
GALVESTON URBAN MINISTRIES	575.15	77550
GALVESTON VETERINARY CLINIC	951.21	77551
GALVESTONS OWN FARMERS MARKET	12,500.00	77553
GISD CHILD NUTRITION	15,203.43	77550
GISD EDUCATIONAL FOUNDATION	26,394.54	77550
GRG CATERING INC	11,999.00	77550

GULFSIDE O/H DOOR	3,400.00	77551
GYPSY JOYNT INC.	3,310.00	77550
HICKS CO, W U-HAUL	3,767.48	77554
HIGH TIDE LAND SURVEYING, LLC	18,200.00	77552
IDEAL LUMBER CO	1,984.99	77552-0187
INDUSTRIAL MATERIAL CORP	1,402.90	77554
ISLAND FRAMED	410.29	77550
JW KELSO CO INC	41,585.55	77554
KLEEN SUPPLY CO	87,482.67	77553
KLEKOTTA CONSULTING	1,800.00	77550
LISTER PLUMBING CO	18,322.80	77553
MAINLAND FLORAL CO J MAISEL'S	1,311.25	77550
MANUEL'S TRANSFER	600.00	77550
MARTY'S CITY AUTO INC	23,064.15	77550
MARTY'S TOWING LLC	500.00	77550
MELODY VAN KAY DBA.	880.00	77550
MI ABUELITA'S RESTAURANT	193.75	77551
MISTER GOLF CART LLC	1,497.72	77550
MOODY EARLY CHILDHOOD CENTER	538,336.00	77550
MOODY GARDEN CONVENTION CENTER AND	27,188.00	77554
MOODY GARDENS GOLF COURSE	9,065.35	77554
MOODY GARDENS INC	12,399.63	77554
REPUBLIC PARTS CO	18,878.98	77550
RM SILKSCREEN	370.50	77550
ROTARY CLUB OF GALVESTON ISLAND	893.00	77552
ROUX HOUSE PRODUCTIONS	1,160.00	77550
SCOTTY'S OVERHEAD DOOR	1,353.00	77554
SEA STAR BASE GALVESTON	5,400.00	77554
SHERWIN-WILLIAMS CO, THE	12,556.75	77551
SMART FAMILY LITERACY INC	10,000.00	77551
SMART FAMILY LITERACY INC	700.00	77550
STEVES WAREHOUSE TIRES	780.00	77551
STEWART TITLE OF GALVESTON COUNTY	10,100.00	77550
STEWART'S PACKAGING INC	2,689.42	77550
SUNFLOWER BAKERY	104.67	77550
SUNSHINE CENTER INC	1,440.00	77550
TEEN HEALTH CENTER, INC	508,186.92	77553
THE ARTIST BOAT, INC.	27,262.20	77554
THE BRYAN MUSEUM	1,868.00	77550
THE CARTOON BOY	250.00	77550
THIRD COAST R & D, INC.	47,344.39	77550
TOM'S THUMB NURSERY & LANDSCAP	1,414.34	77550
TONY & BROS TOWING & REPAIR	2,100.00	77551
TOP GEAR	26,641.51	77551
TREASURE ISLAND TROPHIES	9,196.30	77551
TURTLE ISLAND RESTORATION NETWORK	1,520.00	77550
UNITED WAY OF GALVESTON INC	1,748.00	77553
UPWARD HOPE ACADEMY	37,499.94	77550

US POSTAL SERVICE	1,466.00	77550-9998
UTMB REHABILITATION SERVICES	32,000.00	77555-0596
VILLAGE HARDWARE	14,141.91	77551
WEST ISLE URGENT CARE	12,240.00	77551
TOTAL	5,968,829.76	

Action Sheet

MEETING DATE: **August 4, 2021**

AGENDA ITEM: Consider approval of the minutes from the Regular School Board Meeting on June 16, 2021 and the Special meeting on July 21, 2021.

RECOMMENDATION: **I move that the Board of Trustees approve the minutes from the Regular School Board Meeting on June 16, 2021 and the Special meeting on July 21, 2021.**

Jerry Gibson
Superintendent

Minutes of Regular Meeting -Draft

The Board of Trustees
Galveston Independent School District

A Regular Meeting of the Board of Trustees of Galveston Independent School District was held June 16, 2021, beginning at 6:36 PM in the Lovenberg Administration Building, 3904 Avenue T, Galveston, TX 77550.

The subjects discussed or considered or upon which any formal action may have been taken are as listed below.

1) Mr. Brown called the meeting to order in Open Session in the Board Room of the Lovenberg Administration Building, 3904 Avenue T, Galveston, Texas. --*6:36 p.m.*
2) Trustees, Dr. Gibson, and those in attendance recited the Pledges of Allegiance to the United States flag and the Texas flag.
3) There were no Requests from members of the public to Address the Board on Agenda and Non-Agenda Items.
4) District Reports --*6:37*
   A) Superintendent's Report - *given by Dr. Gibson. We are in the hiring season. Principals are working hard to get teachers hired. Next week we are hosting a school district police department conference. On June 26th, Mike Evans is holding a football camp. Reminder that the school district will be closed Monday, June 21st in honor of Juneteeth. The week of July 5th through the 9th we will be closed for the 4th of July.*
   B) Board Committee Reports
      1) Final Middle School Learning Loss --*6:39 Presentation given by Matthew Neighbors --6:39 Wagner commented and requested explanation for the public.*
      2) Facilities/Finance Committee Chair- Mr. Johnny Smecca --*6:42 Smecca gave his report for the combined finance and budget meeting.*
5) Financial Reports and Budget Update --*6:47 Summary given by Connie Morgenroth --6:49 Brown thanked Morgenroth and commented on her report.*
6) The Board may recess into Closed Executive Session in the Library as permitted by the Texas Open Meeting Act Government Code Sections 551.071- 551.090 Subchapter D and E. --*6:50*

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed meeting then the final action, final decision, or final vote shall be either:

A) in the open meeting covered by the Notice upon the reconvening of the public meeting; or

B) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

A) Personnel
B) Consultation with Attorney

C) Real Property

7) Reestablish the open meeting of the Galveston ISD Board of Trustees.--*8:16*

Dr. Gibson announced Bobby Temple will be the new principal at Collegiate Academy.

8) CONSENT AGENDA - Action Items --*8:18*

Motion to accept by Masel, second by Wagner. Comments by Wagner. Unanimously approved.

A) Consider approval of the minutes from the May 19, 2021 Regular School Board Meeting.

B) Consider approval of the Board's Time Use Tracker - May 19, 2021

C) Consider approval of personnel resignations and recommendations with contracts.

D) Discuss and consider approval of payment of attorney fees.

E) Consider approval of Budget Amendments

F) Discuss and Consider Approval of Purchases >$50,000

G) Discuss and consider approval of resolution to authorize compensation of employees for 2 days when Crenshaw Campus was closed due to power outages by Entergy

H) Discuss and consider approval to enter "Year 2" of a 3-year agreement with Instructure, concerning the District's Learning Management System (Canvas)

I) Discuss and consider the approval for the Purchase of laptop computers and adaptors from DELL for TORKIDS/PREP teachers. This purchase will be made through Moody Foundation grant funding. The amount of the purchase is $107,712.

J) Discuss and consider the approval of the Memorandum-of-Understanding with Moody Early Childhood Center (MECC) for reimbursement of allowable summer program expenditures, paid through Moody Foundation grant funds. Not to exceed $85,000.00.

K) Discuss and consider approval for the purchase of NWEA for an amount not to exceed $71,476.75.

L) Discuss and consider approval of the purchase of Frog Street for PK in an amount not to exceed $118,555.80.

M) Discuss and consider approval of contract award for HVAC Replacement at Parker Elementary School RFCSP #2020-21-005, to the most responsive bidder

N) Discuss and consider adoption of Reimbursement Resolution #2 to reimburse purchases using general funds with bond funds in the event a subsequent bond election is approved by the voters

O) Discuss and consider approval of Audit Engagement Letter for the August 31, 2021 Fiscal Year-End Audit

P) Discuss and consider approval of contract with Moody Early Childhood Center.

9) REGULAR AGENDA- Action Items --*8:19*

A) Consider Purchase of Real Property --*8:19 Report by Connie Morgenroth. Motion to purchase made by Smecca, second by O'Neal. Discussion by Brown. Unanimously in favor.*

B) Discuss and consider approval of 2021-2022 Salary Schedules --*8:22*

Motion to approve model 4 by Smecca, second by Masel. Discussion by Masel, Smecca, Morgenroth, O'Neal, Brown, Smecca, Masel. 6 in favor, 0 opposed, Jobe abstained.

10)Suggested Future Agenda Items --*8:30 none*

11)Board Comments --*8:30*

--8:30 Wagner - Announced resignation from the Board of Trustees.
--8:34 Masel - Wished Monica Wagner the best.
--8:35 Jobe - Thanked her for all her hard work.
--8:37 O'neal - Thanked her for her service on the board.
--8:37 Lakin - Expressed joy in getting to know Monica.
--8:39 Smecca - Wished her the best
--8:41 Brown - Said she is the prototype of a person who should run for school board.
--8:45 Dr. Scott and Alan Ellinger presented Monica Wagner with a token of appreciation from the curriculum team.

12)Adjournment --8:47

Minutes taken by: Amedia Bly

Approved on: _____

_____ _____

Mr. Tony Brown, President _____, Secretary

For the Board of Trustees

Minutes of Special Meeting Draft

The Board of Trustees
Galveston Independent School District

A Special Meeting of the Board of Trustees of Galveston Independent School District was held July 21, 2021, beginning at 12:38 PM in the Lovenberg Administration Building, 3904 Avenue T, Galveston, TX 77550.

Board members in attendance: Brown, O'Neal, Lakin and Jobe.
Staff in attendance: Bly, Gibson and Polzin

1) Meeting called to order Open Session in the Board Room of the Lovenberg Administration Building, 3904 Avenue T, Galveston, Texas. --*12:38*
2) There were no Citizen's Request to Address the Board on Agenda and Non-Agenda Items. --*12:38 None*
3) The Board then recessed into Closed Executive Session in the Library as permitted by the Texas Open Meeting Act Government Code Sections 551.071- 551.090 Subchapter D and E at 12:39 p.m.

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed meeting then the final action, final decision, or final vote shall be either:
A) in the open meeting covered by the Notice upon the reconvening of the public meeting; or
B) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.
A) Personnel
4) Brown reestablished the open session of the meeting. --*12:51*
5) ACTION ITEM
A) Consider approval of personnel resignations and recommendations with contracts. --*12:51 Motion by Jobe, second by Lakin. Brown appreciates the work of Mrs. Polzin and her staff. Unanimous in favor.*
6) Adjournment --*12:52*

Minutes taken by: Amedia Bly

Approved on: _____

_____ _____

Mr. Tony Brown, President
For the Board of Trustees

_____, Secretary

Action Sheet

MEETING DATE: **August 4, 2021**

AGENDA ITEM: Consider approval of the Board's Time Use Tracker – June 16, 2021.

A function of the governance structure for Galveston ISD Board of Trustees is to regularly measure the amount of time the board focuses on Framework Activities (Vision, Accountability, Structure, Advocacy, and Other).

The data generated from the tracker will inform the Board of the effective and efficient use of time relative to the District's Vision, Mission and Student Outcome Goals.

RECOMMENDATION: **I move the GISD Board approve the Board's Time Use Tracker for June 16, 2021.**

Jerry Gibson

Dr. Jerry Gibson
Superintendent

Board's Time Use Tracker June 16, 2021

Framework	Activity	Minutes Used	% of Total Minutes Used	Notes
Vision	Student Outcome Goal Setting		0%	
Vision	Student Outcome Goal Monitoring		0%	
Vision	Constraints Setting		0%	
Vision	Constraints Monitoring		0%	
Accountability	Superintendent Evaluation		0%	
Accountability	Board Self- Evaluation		0%	
Structure	Voting	12	16%	1- consent, 11- regular
Advocacy	Community Engagement	15	21%	2- Supt Report, 8-Board reports, 0-citizens address, 3-Financial Report, 2-Annc. of new positions,
Advocacy	Student/Family Engagement	29	40%	
Advocacy	Community Training		0%	
Other	Other	17	23%	17 - Board Comments
Total Student Outcome Goal-focused Minutes		56	77%	
Total Minutes		73	100%	

Minutes of Regular Meeting -Draft

The Board of Trustees
Galveston Independent School District

A Regular Meeting of the Board of Trustees of Galveston Independent School District was held June 16, 2021, beginning at 6:36 PM in the Lovenberg Administration Building, 3904 Avenue T, Galveston, TX 77550.

The subjects discussed or considered or upon which any formal action may have been taken are as listed below.

1) Mr. Brown called the meeting to order in Open Session in the Board Room of the Lovenberg Administration Building, 3904 Avenue T, Galveston, Texas. *--6:36 p.m.*
2) Trustees, Dr. Gibson, and those in attendance recited the Pledges of Allegiance to the United States flag and the Texas flag.
3) There were no Requests from members of the public to Address the Board on Agenda and Non-Agenda Items.
4) District Reports *--6:37* **2**
   A) Superintendent's Report *- given by Dr. Gibson. We are in the hiring season. Principals are working hard to get teachers hired. Next week we are hosting a school district police department conference. On June 26th, Mike Evans is holding a football camp. Reminder that the school district will be closed Monday, June 21st in honor of Juneteeth. The week of July 5th through the 9th we will be closed for the 4th of July.*
   B) Board Committee Reports
      1) Final Middle School Learning Loss *--6:39 Presentation given by Matthew Neighbors --6:39 Wagner commented and requested explanation for the public.* **3**
      2) Facilities/Finance Committee Chair- Mr. Johnny Smecca *--6:42 Smecca gave his report for the combined finance and budget meeting.* **5**
5) Financial Reports and Budget Update *--6:47 Summary given by Connie Morgenroth --6:49 Brown thanked Morgenroth and commented on her report.* **3**
6) The Board may recess into Closed Executive Session in the Library as permitted by the Texas Open Meeting Act Government Code Sections 551.071- 551.090 Subchapter D and E. *--6:50* 86

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed meeting then the final action, final decision, or final vote shall be either:

A) in the open meeting covered by the Notice upon the reconvening of the public meeting; or

B) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

A) Personnel
B) Consultation with Attorney
C) Real Property

7) Reestablish the open meeting of the Galveston ISD Board of Trustees.*--8:16* **2**

Dr. Gibson announced Bobby Temple will be the new principal at Collegiate Academy.

8) CONSENT AGENDA - Action Items *--8:18-8:19* **1**

Motion to accept by Masel, second by Wagner. Comments by Wagner. Unanimously approved.

A) Consider approval of the minutes from the May 19, 2021 Regular School Board Meeting.

B) Consider approval of the Board's Time Use Tracker - May 19, 2021

C) Consider approval of personnel resignations and recommendations with contracts.

D) Discuss and consider approval of payment of attorney fees.

E) Consider approval of Budget Amendments

F) Discuss and Consider Approval of Purchases >$50,000

G) Discuss and consider approval of resolution to authorize compensation of employees for 2 days when Crenshaw Campus was closed due to power outages by Entergy

H) Discuss and consider approval to enter "Year 2" of a 3-year agreement with Instructure, concerning the District's Learning Management System (Canvas)

I) Discuss and consider the approval for the Purchase of laptop computers and adaptors from DELL for TORKIDS/PREP teachers. This purchase will be made through Moody Foundation grant funding. The amount of the purchase is $107,712.

J) Discuss and consider the approval of the Memorandum-of-Understanding with Moody Early Childhood Center (MECC) for reimbursement of allowable summer program expenditures, paid through Moody Foundation grant funds. Not to exceed $85,000.00.

K) Discuss and consider approval for the purchase of NWEA for an amount not to exceed $71,476.75.

L) Discuss and consider approval of the purchase of Frog Street for PK in an amount not to exceed $118,555.80.

M) Discuss and consider approval of contract award for HVAC Replacement at Parker Elementary School RFCSP #2020-21-005, to the most responsive bidder

N) Discuss and consider adoption of Reimbursement Resolution #2 to reimburse purchases using general funds with bond funds in the event a subsequent bond election is approved by the voters

O) Discuss and consider approval of Audit Engagement Letter for the August 31, 2021 Fiscal Year-End Audit

P) Discuss and consider approval of contract with Moody Early Childhood Center.

9) REGULAR AGENDA- Action Items *--8:19-8:30* **11**

A) Consider Purchase of Real Property *--8:19 Report by Connie Morgenroth. Motion to purchase made by Smecca, second by O'Neal. Discussion by Brown. Unanimously in favor.*

B) Discuss and consider approval of 2021-2022 Salary Schedules *--8:22*

Motion to approve model 4 by Smecca, second by Masel. Discussion by Masel, Smecca, Morgenroth, O'Neal, Brown, Smecca, Masel. 6 in favor, 0 opposed, Jobe abstained.

10)Suggested Future Agenda Items *--8:30 none*

11)Board Comments *--8:30* **17**

--8:30 Wagner - Announced resignation from the Board of Trustees.

--8:34 Masel - Wished Monica Wagner the best.
--8:35 Jobe - Thanked her for all her hard work.
--8:37 O'neal - Thanked her for her service on the board.
--8:37 Lakin - Expressed joy in getting to know Monica.
--8:39 Smecca - Wished her the best
--8:41 Brown - Said she is the prototype of a person who should run for school board.
--8:45 Dr. Scott and Alan Ellinger presented Monica Wagner with a token of appreciation from the curriculum team.

12)Adjournment --8:47

Minutes taken by: Amedia Bly

Approved on: _____

_____ _____

Mr. Tony Brown, President _____, Secretary

For the Board of Trustees

Action Sheet

MEETING DATE: **August 4, 2021**

AGENDA ITEM: Discuss and consider approval of personnel resignations and recommendations with contracts.

Under Separate Cover

RECOMMENDATION: **I move that the Board of Trustees approve personnel resignations and recommendations with contracts.**

Jerry Gibson
Superintendent

Action Sheet

MEETING DATE: **August 4, 2021**

AGENDA ITEM: Discuss and consider approval of payment of attorney fees.

The Board has directed that attorney fees incurred by the district be brought for approval before payments are made. The district is in receipt of invoices from:

Karczewski | Bradshaw | Spalding

General Legal Matters:	$18,961.73	Invoice #20206669 (July 14 for June)
Real Estate Matters:	$1,208.75	Invoice #20206670 (July 14 for June)
Special Education Matters:	$157.50	Invoice #20206671 (July 14 for June)
GAL KA	$73.75	Invoice #20206672 (July 14 for June)

Jerry Gibson
Superintendent

Action Sheet

MEETING DATE: **August 4, 2021**

AGENDA ITEM: Discuss and consider approval of monthly Budget Amendment.

RECOMMENDATION: I move that the Board of Trustees approve the budget amendment, as presented.

Jerry Gibson

Dr. Jerry Gibson
Superintendent

Connie Morgenroth

Connie Morgenroth
Asst. Superintendent of Business and Operations

GALVESTON Independent School District
2020-2021 Proposed Budget Amendment
July 2021

	General Fund			Food Service Fund			Debt Service Fund		
	Beginning Budget	Amendments	Ending Budget	Beginning Budget	Amendments	Ending Budget	Beginning Budget	Amendments	Ending Budget
Function									
11 Instruction	$ 38,145,569	$ 39,961	$ 38,185,530	$ -		$ -	$ -		$ -
12 Instructional Resources	$ 363,821	$ (4,330)	$ 359,491	$ -		$ -	$ -		$ -
13 Curriculum & Inst Staff Dev	$ 807,595	$ (1,960)	$ 805,635	$ -		$ -	$ -		$ -
21 Instructional Leadership	$ 1,717,159		$ 1,717,159	$ -		$ -	$ -		$ -
23 School Leadership	$ 4,204,550	$ 9,454	$ 4,214,004	$ -		$ -	$ -		$ -
31 Guidance/Counseling	$ 1,991,893		$ 1,991,893	$ -		$ -	$ -		$ -
32 Social Work Services	$ 282,584		$ 282,584	$ -		$ -	$ -		$ -
33 Health Services	$ 1,023,271	$ (240)	$ 1,023,031	$ -		$ -	$ -		$ -
34 Student Transportation	$ 3,154,841		$ 3,154,841	$ -		$ -	$ -		$ -
35 Food Services	$ -		$ -	$ 4,452,077		$ 4,452,077	$ -		$ -
36 Extracurricular Activities	$ 1,849,558	$ (9,520)	$ 1,840,038	$ -		$ -	$ -		$ -
41 General Administration	$ 2,815,910		$ 2,815,910	$ -		$ -	$ -		$ -
51 Maintenance and Operations	$ 9,858,950	$ 43,857	$ 9,902,807	$ 524,430		$ 524,430	$ -		$ -
52 Security and Monitoring	$ 1,211,813		$ 1,211,813	$ -		$ -	$ -		$ -
53 Data Processing Services	$ 2,114,572	$ 171,472	$ 2,286,044	$ -		$ -	$ -		$ -
61 Community Services	$ 701,792		$ 701,792	$ -		$ -	$ -		$ -
71 Debt Service	$ -		$ -	$ -		$ -	$ 7,897,200		$ 7,897,200
81 Construction	$ 1,531,693		$ 1,531,693	$ -		$ -	$ -		$ -
93 Shared Services	$ 21,393,538		$ 21,393,538	$ -		$ -	$ -		$ -
95 JJAEP	$ 60,000		$ 60,000	$ -		$ -	$ -		$ -
99 Intergovernmental Charges	$ 689,067		$ 689,067	$ -		$ -	$ -		$ -
8911 Transfers Out	$ -		$ -	$ -		$ -	$ -		$ -
8949 Other Uses (Bond Refunding)	$ -		$ -	$ -		$ -	$ -		$ -
TOTAL	**$ 93,918,176**	**$ 248,694**	**$ 94,166,870**	**$ 4,976,507**	**$ -**	**$ 4,976,507**	**$ 7,897,200**	**$ -**	**$ 7,897,200**

Function		Explanation
11	(31,062.00)	Transfer for work on Legacy room
	(6,199.00)	Budget transfer for supplies at Collegiate
	63,695.00	LLI Reach kits to be funded through ESSER III
	13,527.00	Bilingual kits to be funded through ESSER III
TOTAL	**39,961.00**	
12	(4,330.00)	Budget transfer for supplies at Collegiate
TOTAL	**(4,330.00)**	
13	(1,960.00)	Budget transfer for supplies at Collegiate
TOTAL	**(1,960.00)**	
23	(3,275.00)	Transfer for work on Legacy room
	12,729.00	Budget transfer for spplies at Collegiate
TOTAL	**9,454.00**	
36	(9,520.00)	Transfer for work on Legacy room
TOTAL	**(9,520.00)**	

Function		Explanation
33	(240.00)	Budget transfer for supplies at Collegiate
TOTAL	**(240.00)**	
51	43,857.00	Transfer for work on Legacy room
TOTAL	**43,857.00**	
53	171,472.00	Laptops that will be expensed through ESSER III
TOTAL	**171,472.00**	

Action Sheet

MEETING DATE: **August 4, 2021**

AGENDA ITEM: **Discuss and Consider Approval of Technology Purchases ≥$50,000**

The District dispositioned a number of instructor laptops and is now ready to refresh the aging inventory based on warranty expiration and accidental damage. In addition, more devices are needed for the new instructional positions hired for the elementary and middle school learning loss plans this coming year. This purchase is part of the ESSER III Use of Funds Plan.

To complete the technology needs for teachers, the District needs to purchase 55 laptops and USB-C mobile adapters from Dell (DIR quote # 3000093953342.1) for a total cost of $78,100 using General Funds, to be reimbursed by ESSER III funds after the NOGA is approved. We are asking the board to approve an amount not to exceed $80,000 for this purchase. The quote is attached for your review.

RECOMMENDATION: **I move that the board approve the technology purchase from Dell not to exceed $80,000, as presented.**

Jerry Gibson

Dr. Jerry Gibson
Superintendent

Connie Morgenroth

Connie Morgenroth
Assistant Superintendent of Business & Operations

A quote for your consideration.

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

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

Quote No.	**3000093953342.1**	Sales Rep	Ezekiel Adewusi
Total	**$78,100.00**	Phone	(800) 456-3355, 6180500
Customer #	80511187	Email	Ezekiel_Adewusi@Dell.com
Quoted On	Jul. 29, 2021	**Billing To**	ACCOUNTS PAYABLE GALVESTON ISD PO BOX 660 GALVESTON, TX 77553-0660
Expires by	Aug. 28, 2021		
Contract Name	State of Texas Department of Information Resources (DIR)		
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	12708590		

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,
Ezekiel Adewusi

Shipping Group

Shipping To

ESTHER SOTO
GALVESTON ISD
4302 AVE Q GATE ON 43RD ST
GISD CNTRL REC'VING 953 MIS
GALVESTON,, TX 77550-0000
(409) 766-5175

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5520	**$1,365.00**	**55**	**$75,075.00**
Dell USB-C Mobile Adapter – DA310	**$55.00**	**55**	**$3,025.00**

Subtotal:	**$78,100.00**
Shipping:	**$0.00**
Non-Taxable Amount:	**$78,100.00**
Taxable Amount:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$78,100.00**

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

ESTHER SOTO
GALVESTON ISD
4302 AVE Q GATE ON 43RD ST
GISD CNTRL REC'VING 953 MIS
GALVESTON,, TX 77550-0000
(409) 766-5175

Shipping Method

Standard Delivery

		Quantity	Subtotal
Dell Latitude 5520 Estimated delivery if purchased today: Oct. 15, 2021 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763	**$1,365.00**	**55**	**$75,075.00**

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 5520 XCTO Base	210-AYNN	-	55	-
11th Generation Intel Core i7-1185G7 (4 Core, 12M cache, base 3.0GHz, up to 4.8GHz, vPro)	379-BEHI	-	55	-
Windows 10 Pro English, French, Spanish	619-AHKN	-	55	-
No Microsoft Office License Included – 30 day Trial Offer Only	658-BCSB	-	55	-
Secureworks Taegis XDR (US Data center)w ProSupport 3Yrs	528-CHEJ	-	55	-
VMware Carbon Black Endpoint Stnd NGAV,B-EDR (US Data center) w/ProSupport 4 SW,3Yrs	528-CHEM	-	55	-
Assembly base	338-BXRY	-	55	-
I7-1185G7 Vpro, Intel Iris Xe Graphics, Thunderbolt	338-BXSI	-	55	-
ME Disable Manageability	631-ACTE	-	55	-
16GB, 2x8GB, DDR4 Non-ECC	370-AFVQ	-	55	-
No Additional Hard Drive	401-AADF	-	55	-
M.2 256GB PCIe NVMe Class 35 Solid State Drive	400-BKUZ	-	55	-
LCD back cover for Latitude 5520 WLAN Only	320-BECR	-	55	-
FHD IR Camera Bezel with ExpressSign-In and Mic	325-BDZD	-	55	-
15.6" FHD (1920x1080) Non-Touch, Anti-Glare, 250nits	391-BFPM	-	55	-
Palmrest, No Security, Thunderbolt 4	346-BGVS	-	55	-
Single Pointing Backlit English US Keyboard with numeric keypad	583-BHBG	-	55	-
Wireless Intel AX201 WLAN Driver	555-BGGN	-	55	-
Intel Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1	555-BGGT	-	55	-
No Mobile Broadband Card	556-BBCD	-	55	-
3 Cell 42Whr ExpressChargeTM Capable Battery	451-BCSV	-	55	-
65W Type-C Epeat Adapter	492-BCXP	-	55	-
No Anti-Virus Software	650-AAAM	-	55	-
OS-Windows Media Not Included	620-AALW	-	55	-
US Power Cord	537-BBBL	-	55	-
Quick Start Guide	340-CTXV	-	55	-
US Order	332-1286	-	55	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	55	-

Custom Configuration	817-BBBB	-	55	-
SupportAssist	525-BBCL	-	55	-
Dell(TM) Digital Delivery Cirrus Client	640-BBLW	-	55	-
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps)	658-BBMR	-	55	-
Waves Maxx Audio	658-BBRB	-	55	-
Dell Power Manager	658-BDVK	-	55	-
Dell SupportAssist OS Recovery Tool	658-BEOK	-	55	-
Dell Optimizer	658-BEQP	-	55	-
Mix Model 65W adapter + TGL CPU	340-CTZV	-	55	-
11th Generation Intel(R) Core(TM) i7 non-vPro Processor Label	389-DXDV	-	55	-
No Mouse	570-AADK	-	55	-
No Resource USB Media	430-XXYG	-	55	-
ENERGY STAR Qualified	387-BBPI	-	55	-
BTO Standard Shipment (VS)	800-BBQK	-	55	-
No UPC Label	389-BCGW	-	55	-
No Removable CD/DVD Drive	429-AATO	-	55	-
5520 Laptop Bottom Door Integrated Graphics	321-BGBG	-	55	-
No AutoPilot	340-CKSZ	-	55	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	55	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	55	-
Dell Limited Hardware Warranty	997-8317	-	55	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-8366	-	55	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	55	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-8380	-	55	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	997-8381	-	55	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-8382	-	55	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-8383	-	55	-
			Quantity	**Subtotal**
Dell USB-C Mobile Adapter – DA310 Estimated delivery if purchased today: Oct. 18, 2021 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763		**$55.00**	**55**	**$3,025.00**

Description	**SKU**	**Unit Price**	**Quantity**	**Subtotal**
Dell USB-C Mobile Adapter – DA310	470-AETL	-	55	-

Subtotal:	**$78,100.00**
Shipping:	**$0.00**
Estimated Tax:	**$0.00**
Total:	**$78,100.00**

Important Notes

Terms of Sale

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

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

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

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

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

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

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

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

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

^Dell Business Credit (DBC):
OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of $15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

	AVAILABILITY	PRICE	QUANTITY	ITEM TOTAL
Dell Latitude 5510 - 15.6" - Core i7 10610U - vPro - 8 GB RAM - 256 GB SSD MFG Part: H48F7 CDW Part: 6097615 UNSPSC: 43211503	Item Backordered This item will ship once it is in stock.	~~$2,550.17~~ $1,570.44 My CDW•G Price	55	$86,374.20
Top Recommendations				
Dell 3Y Accidental Damage Service Coverage - 3 years MFG Part: 803-5495 CDW Part: 4116560 UNSPSC:	In Stock	~~$79.00~~ $63.83 My CDW•G Price	55	$3,510.65
Top Recommendations				
Dell Mobile Adapter DA310 - docking station - USB-C - VGA, HDMI, DP, USB-C MFG Part: DELL-DA310 CDW Part: 6454202 UNSPSC: 26121600	Item Backordered This item will ship once it is in stock.	~~$99.99~~ $96.89 My CDW•G Price	55	$5,328.95

Order Summary

Subtotal: $95,213.80

Tax and Shipping calculated at checkout.

Lease Option Pricing
$2,552.68 / Month

Checkout

Connection
PUBLIC SECTOR SOLUTIONS
we solve IT™

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Brian K Massey
Phone: 800-800-0019
Fax: 603-683-1514
Email:

Account Manager:
Phone:
Fax:
Email:

 # 25231583.01

PLEASE REFER TO THE ABOVE QUOTE # WHEN ORDERING

Date: 7/30/2021
Valid Through: 8/29/2021
Account #: K10454

Customer Contact: Esther Soto
Email: esther_soto@gisd.org
Phone: (409) 766-5175
Fax: (409) 766-5197

QUOTE PROVIDED TO:	SHIP TO:
AB#: 1222122	AB#: 12525631
GALVESTON INDEPNDNT SCHL DIST	**GALVESTON INDEPENDENT SCH. DIST**
BUSINESS OFFICE	ESTHER SOTO
PO BOX 660	5200 AVENUE N 1/2
GALVESTON, TX 77553	CENTRAL RECEIVING 953
	GALVESTON, TX 77551
(409) 762-8391	(409) 766-5175

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	Net 30	R160202

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our NIPA-TCPN Contract # R160202. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

*	Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
	1	55			VN1TJ - LATITUDE 5520 CORE I7 11-1185G7SYST 16GB 256GB SSD 15.6IN W10 NT WLS		$ 1,691.62	$ 93,039.10
	2	55			808-3129 - 1YR HW SVC WITH IN-HOME/OS SVC DOWN AFTER REM DIAG TO 3YRPROSUP		$ 238.19	$ 13,100.45
	3	55			DELL-DA310 - USB-C MOBILE ADAPTER DA310 DOCK		$ 73.95	$ 4,067.25
							Subtotal	**$ 110,206.80**
							Fee	**$ 0.00**
							Shipping and Handling	**$ 0.00**
							Tax	**Exempt!**
							Total	**$ 110,206.80**

Connection
PUBLIC SECTOR SOLUTIONS
we solve IT™

ORDERING INFORMATION
GovConnection, Inc. DBA Connection
National IPA Contract #R160202
Contract Expiration: 31 July 2021

Please contact your account manager with any questions.

Ordering Address	**Remittance Address**
GovConnection, Inc.	GovConnection, Inc.
732 Milford Road	Box 536477
Merrimack, NH 03054	Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our National IPA Contract #R160202. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one:
https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm

Please forward your Contract or Purchase Order to: **SLEDOPS@connection.com**
QUESTIONS: Call 800-800-0019
FAX: 603.683.0374

From: Caleb Poirrier
To: Soto, Esther
Subject: RE: Need Quote - New Positions
Date: Thursday, July 29, 2021 11:48:01 AM
Attachments: image001.png
image002.png
image003.png

CAUTION: This email is from outside the Galveston ISD organization. Do not click on links or attachments unless you expect them from the sender and know the content is safe. The MIS Department will NEVER under any circumstance ask for your username and password.

Hey Esther,

This will be a no bid for SCW.

Thanks for checking with me!

Caleb Poirrier | **TX K12 Account Manager**
SCW | 1395 S. Marietta Parkway | Building 300-106 | Marietta, GA 30067
877.GOTOSCW | Local 877.468.6729 Ext. 224 | Fax 770.579.8937

I hope I nailed it for you – click to let me know!

From: Soto, Esther [mailto:EstherSoto@gisd.org]
Sent: Wednesday, July 28, 2021 6:08 PM
To: Adewusi, Ezekiel <Ezekiel.Adewusi@dell.com>; Mike Smith <miksmit@cdwg.com>; Brian Massey <brian.massey@connection.com>; Caleb Poirrier <Caleb.Poirrier@scw.com>
Subject: Need Quote - New Positions

Hello,

Please provide us with a quote for the following:

- 55 - Dell Mobile Adapter - DA310
- 55 – Dell Latitude 5520 Laptop with the following specs:
  11th Generation Intel Core i7-1185G7 (4 Core, 12M cache, base 3.0GHz, up to 4.8GHz, vPro) 379-BEHI –
  - Windows 10 Pro English, French, Spanish 619-AHKN
  - No Microsoft Office License Included – 30 day Trial Offer Only 658-BCSB
  - Secureworks Taegis XDR (US Data center)w ProSupport 3Yrs 528-CHEJ
  - VMware Carbon Black Endpoint Stnd NGAV,B-EDR (US Data center) w/ProSupport 4 SW,3Yrs 528-CHEM
  - Assembly base 338-BXRY - 55 - I7-1185G7 Vpro, Intel Iris Xe Graphics, Thunderbolt 338-BXSI

- ME Disable Manageability 631-ACTE
- 16GB, 2x8GB, DDR4 Non-ECC 370-AFVQ
- No Additional Hard Drive 401-AADF
- M.2 256GB PCIe NVMe Class 35 Solid State Drive 400-BKUZ
- LCD back cover for Latitude 5520 WLAN Only 320-BECR
- FHD IR Camera Bezel with ExpressSign-In and Mic 325-BDZD
- 15.6" FHD (1920x1080) Non-Touch, Anti-Glare, 250nits 391-BFPM
- Palmrest, No Security, Thunderbolt 4 346-BGVS
- Single Pointing Backlit English US Keyboard with numeric keypad 583-BHBG
- Wireless Intel AX201 WLAN Driver 555-BGGN
- Intel Wi-Fi 6 AX201 2x2 .11ax 160MHz + Bluetooth 5.1 555-BGGT
- No Mobile Broadband Card 556-BBCD
- 3 Cell 42Whr ExpressChargeTM Capable Battery 451-BCSV
- 65W Type-C Epeat Adapter 492-BCXP
- No Anti-Virus Software 650-AAAM
- OS-Windows Media Not Included 620-AALW
- US Power Cord 537-BBBL
- Quick Start Guide 340-CTXV
- US Order 332-1286
- SERI Guide (ENG/FR/Multi) 340-AGIK
- Custom Configuration 817-BBBB
- SupportAssist 525-BBCL
- Dell(TM) Digital Delivery Cirrus Client 640-BBLW
- Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps) 658-BBMR
- Waves Maxx Audio 658-BBRB
- Dell Power Manager 658-BDVK
- Dell SupportAssist OS Recovery Tool 658-BEOK
- Dell Optimizer 658-BEQP
- Mix Model 65W adapter + TGL CPU 340-CTZV
- 11th Generation Intel(R) Core(TM) i7 non-vPro Processor Label 389-DXDV
- No Mouse 570-AADK
- No Resource USB Media 430-XXYG
- ENERGY STAR Qualified 387-BBPI
- BTO Standard Shipment (VS) 800-BBQK
- No UPC Label 389-BCGW
- No Removable CD/DVD Drive 429-AATO
- 5520 Laptop Bottom Door Integrated Graphics 321-BGBG
- No AutoPilot 340-CKSZ
- EPEAT 2018 Registered (Gold) 379-BDZB
- Dell Limited Hardware Warranty Extended Year(s) 975-3461
- Dell Limited Hardware Warranty 997-8317
- ProSupport Plus: Next Business Day Onsite, 1 Year 997-8366
- Dell ProSupport Plus
- ProSupport Plus: 7x24 Technical Support, 3 Years 997-8380

- ProSupport Plus: Next Business Day Onsite, 2 Year Extended 997-8381
- ProSupport Plus: Keep Your Hard Drive, 3 Years 997-8382
- ProSupport Plus: Accidental Damage Service, 3 Years 997-8383

Thank you,

Esther T. Soto
Secretary to John Mathis, Director of MIS
(Management Information Systems)
Galveston Independent School District
3904 Avenue T
Galveston, TX 77550
(409) 766-5175
(409) 762-8147
@ esthersoto@gisd.org
www.gisd.org

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STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

DELL MARKETING, L.P.

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Dell Marketing, L.P. (hereinafter "Vendor"), with its principal place of business at One Dell Way, Round Rock, Texas 78682.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-TSO--TMP-251, on September 12, 2016, for Dell Branded Manufacturer Hardware, Software and Related Services & Cloud Services. Upon execution of this Contract, a notice of award for RFO DIR-TSO-TMP-251 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Services Agreement; Appendix E, Master Operating Lease Agreement (subject to the provisions of Section 1.D. below); Appendix F, Master Lease Agreement (subject to the provisions of Section 1.E. below); Appendix G, E-Rate Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-251, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-251, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. For Lease transactions under this Contract the order of precedence shall be as follows: this Contract; Appendix E, Master Operating Lease Agreement (subject to the provisions of Section 1.D. below); Appendix F, Master Lease Agreement (subject to the provisions of Section 1.E. below), as applicable depending on the type of lease; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Services Agreement; Appendix G, E-Rate Agreement; Exhibit 1, Vendor's Response to RFO DIR-TSO-TMP-251, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-251, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing lease transactions. In the event of a conflict between the documents

listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E (subject to the provisions of Section 1.D. below), then Appendix F (subject to the provisions of Section 1.E. below), then Appendix G, then Exhibit 1, and finally Exhibit 2. In the event of a conflict between the documents listed in this paragraph related to lease transactions, the controlling document shall be this Contract, then Appendix E (subject to the provisions of Section 1.D. below) or Appendix F (subject to the provisions of Section 1.E. below), depending on the type of lease transaction, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix G, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

D. Master Operating Lease Agreement

DIR and Vendor hereby agree that, until DIR directs Vendor otherwise, Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix E of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

E. Master Lease Agreement

DIR and Vendor hereby agree that, until DIR directs Vendor otherwise, Vendor is authorized to utilize the Master Lease Agreement in Appendix F of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions.

2. Term of Contract

The term of this Contract shall be two (2) years commencing on January 10, 2018. Prior to expiration of the original term, the contract will renew automatically in two (2) year increments for two additional terms under the same terms and conditions unless either party provides notice to the other party 60 days in advance of the renewal date stating that the party wishes to discuss modification of terms or not renew. Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. Product and Service Offerings

A. Products

This Contract is a full Catalog contract, offering all products Dell is authorized to sell or manufacture.

B. Services

Related services include but are not limited to: deployment, help desk, managed services, storage and server assessment services, product installation, Custom Factory Integration of

Customer Imaged Software ("CFI'), maintenance and support, asset recovery services, product training, and future services Dell may offer upon DIR approval.

4. Pricing

A. Manufacturer's Suggested Retail Price (MSRP)

MSRP is defined as Dell's published retail price list as found on http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf.

B. Customer Discount

The minimum Customer discount for all products and services will be set forth in Appendix C Pricing Index.

Vendor agrees that the DIR standard pricing discounts contained in Appendix C will remain at least one percent (1%) better than the NASPO (the National Association of State Procurement Officials ValuePoint (NASPO VP) Category A level, standardized discounts. This extension of competitive volume sales pricing is intended solely to ensure that DIR will, at a minimum, remain competitive with the standard price rates set for NASPO VP as a whole. DIR may not apply, without the express consent of Vendor, any pre-existing discount structure to the NASPO VP pricing being offered to DIR by Vendor. DIR may either use DIR discounted pricing or the NASPO VP pricing but may not combine, or compound the two.

In the event that DIR pricing fails to remain competitive with (i.e., at least one percent [1%] better than) NASPO VP standardized, category level pricing as described in the foregoing paragraph, Vendor shall extend such pricing to DIR. Vendor shall use its commercially reasonable best efforts to notify DIR of such NASPO VP price change and amend this Contract within thirty (30) days after the amendment to the Vendor's NASPO VP contract. The introduction of the NASPO VP pricing to the DIR contract shall be effective from the date of execution into the Contract by amendment. Both parties agree that the pricing shall not be retroactive for DIR and shall not extend back to the date that Vendor reduced NASPO VP catalog pricing. Further, the parties agree that DIR, or the State of Texas, does not have the right to audit the NASPO VP contract held by the Vendor. References to the Vendor's NASPO VP contract are only contained in this Contract for purposes of referencing the pricing discounts contained therein. Both parties acknowledge that the Vendor's NASPO VP contract and pricing are readily available to the public and may be freely accessed by the Vendors DIR web page and by the internet for the purposes of validation under the terms and conditions of this Contract.

C. Customer Price

1) The price to the Customer shall be as set forth in Appendix C, Pricing Index.

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) During the term of this Contract, if pricing for products or non-customized services (e.g., CFI, Imaging, and Asset Tagging) available under this Contract are provided by Vendor at a lower price to an Eligible Texas Customer (headquartered in the State of Texas) who is not purchasing those products or services under this Contract, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or non-customized services actually charged by Vendor for a quantity of one (1) under substantially similar terms and conditions, for substantially similar configurations or deliverables. This requirement does not apply to volume or special pricing purchases. This Contract shall be amended within ten (10) business days to reflect the lower price.

D. DIR Administrative Fee

The administrative fee specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

E. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's destination, provided the products are shipped to locations in the State of Texas. Except as noted, no additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery. Title to all products shall pass upon shipment to Customer's dock; however, risk of loss shall pass to the Customer upon delivery to Customer.

F. Delivery

Shipment of Dell-branded systems from Dell's facility is estimated at between fifteen (15) and twenty-five (25) days after receipt of a valid and complete order. While there may be industry-wide situations of constrained product, current manufacturing lead times for desktop and notebook systems are ten (10) to fourteen (14) business days. Current lead times for server systems are nine (9) to twelve (12) business days; this is specifically designed for extensive testing on these mission-critical systems.

Shipment of third party software and peripheral items is estimated at between seven (7) and ten (10) days after receipt of a valid and complete order.

Please note that customization through Dell's Configuration Services may increase lead times. While Dell does not guarantee specific delivery dates, Customers providing Dell with an accurate quarterly forecast will greatly enhance Dell's ability to be prepared for Customer orders and to meet your needed delivery timeframes.

G. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this

Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j). Customers will provide Vendor with tax exempt certificate upon request.

H. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program https://comptroller.texas.gov/purchasing/programs/travel-management/. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

I. Changes to Prices

Vendor or Order Fulfiller may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately at the time of submission of a purchase order, but shall not be retroactive to products for which a purchase order has been received, or for services currently being rendered under a prior purchase order.

5. DIR Administrative Fee

A. The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is one half of one percent (.50%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $500.

B. All prices quoted to Customers shall include the administrative fee. DIR may change administrative fee amounts; however, no revision will take effect before ninety (90) days following written notice. Vendor may revise pricing to reflect the change in administrative fees.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:
Kelly Parker, CTPM, CTCM

Director, Cooperative Contracts
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-1647
Facsimile: (512) 475-4759
Email: Kelly.Parker@dir.texas.gov

If sent to the Vendor:
Contract Manager
Dell Marketing, L.P.
One Dell Way, Mail Stop RR1-33
Round Rock, Texas 78682
Phone: (231) 747-9294
Facsimile: (512) 283-9092
Email: Cyndi_Radel@dell.com; and Dudley_McClellan@dell.com

7. Software License, Services and Leasing Agreements

A. Software License Agreement

1) Software shall mean any software, library, utility, tool, or other computer or program code, in object (binary) or source-code form, as well as the related documentation, provided by Dell to you. Software includes software locally installed on your systems and software accessed by you through the Internet or other remote means (such as websites, portals, and "cloud-based" solutions).

2) Software is subject to the separate software license agreements accompanying the software, along with any product guides, operating manuals, or other documentation included with the software media packaging or presented to Customer during the installation or use of the Software. Customer agrees that Customer will be bound by such license agreement.

3) With respect to Software provided or otherwise made available to you by Dell in connection with any Services hereunder, if no license terms accompany the Software, then subject to your compliance with the terms set forth in this Agreement, including payment for such Software, Dell hereby grants Customer a personal, non-exclusive license to access and use such Software only during the duration of the Services and solely as necessary for Customer to enjoy the benefit of the Services as stated in the applicable Service Agreements (or Statements of Work (SOW's)).

a) Restrictions. Customer may not copy, modify, or create a derivative work, collective work, or compilation of the Software, and may not reverse engineer, decompile or otherwise attempt to extract the code of the Software or any part thereof. Customer may not license, sell, assign, sublicense, or otherwise transfer or encumber the Software; may not use the Software in a managed-services arrangement; and may not use the Software in excess of the authorized number of licensed seats for concurrent users, sites, or other criteria specified in the

applicable Service Agreements or Statements of Work. In addition, Customer may not access the Software to monitor its availability, performance, or functionality, or for any other benchmarking or competitive purpose.

b) Customer is further prohibited from (1) attempting to use or gain unauthorized access to Dell or to any third party's networks or equipment; (2) permitting other individuals or entities to use the Software or copy the Software or Services; (3) attempting to probe, scan, or test the vulnerability of Software or a system, account, or network of Dell or any of its customers or suppliers; (4) interfering or attempting to interfere with service to any user, host, or network; (5) engaging in fraudulent activity of any nature; (6) transmitting unsolicited bulk or commercial messages; (7) restricting, inhibiting, or otherwise interfering with the ability of any other person, regardless of intent, purpose, or knowledge, to use or enjoy the Software (except for tools with safety and security functions); or (8) restricting, inhibiting, interfering with, or otherwise disrupting or causing a performance degradation to any Dell (or Dell Service supplier) facilities used to deliver the Services.

c) Audit. DIR, on behalf of Customers, hereby grants Dell, or an agent designated by Dell, the right to perform an audit of any Customers' use of the Software during normal business hours; and to cooperate with Dell in such audit; and such Customer agrees to provide Dell with all records reasonably related to Customers' use of the Software. The audit will be limited to verification of Customer's compliance with the terms of this Agreement.

d) Open Source Software. A portion of the Software may contain or consist of open source software, which you may use under the terms and conditions of the specific license under which the open source software is distributed.

THIS OPEN SOURCE SOFTWARE IS DISTRIBUTED IN THE HOPE THAT IT WILL BE USEFUL, BUT IS PROVIDED "AS IS" WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY REGARDING TITLE OR AGAINST INFRINGEMENT. IN NO EVENT SHALL DELL, THE COPYRIGHT HOLDERS, OR THE CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS OPEN SOURCE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

B. Shrink/Click-wrap License Agreement

Customer understands and agrees that the third-party software is subject to the license agreement shipped with the software or in a separate agreement between Customer and the software licensor. Dell is authorized to provide the software provided hereunder. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms.** If the Customer does not agree with the license terms, Dell shall provide reasonable assistance; however, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.

C. Services Agreement

Services provided under this Contract shall be in accordance with the Services Agreement as set forth in Appendix D of this Contract. No changes to the Services Agreement terms and conditions may be made unless previously agreed to by Vendor and DIR.

D. Master Operating Lease Agreement

DIR and Vendor hereby agree that, until DIR directs Vendor otherwise, Vendor is authorized to utilize the Master Operating Lease Agreement in Appendix E of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

E. Master Lease Agreement

DIR and Vendor hereby agree that, until DIR directs Vendor otherwise, Vendor is authorized to utilize the Master Lease Agreement in Appendix F of this Contract for DIR authorized entities as Lessees that are **not** Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions.

8. Intellectual Property Matters

Customer shall own all right, title and interest to the Deliverables and Dell agrees to grant to Customer a perpetual, non-exclusive, non-transferable, royalty-free license to use Dell's Background IP (defined below), Utilities, and Residual IP solely for Customer to use the Deliverables, subject to the following:

(i) each party will retain all Intellectual Property Rights that it owned or controlled prior to the effective date of this Agreement or that it develops or acquires from activities independent of the Services performed under this Agreement ("Background IP"),

(ii) Dell will retain all right, title and interest in and to all Intellectual Property Rights in or related to the Services, or tangible components thereof, including but not limited to (a)

all know-how, intellectual property, methodologies, processes, technologies, algorithms, software or development tools used in performing the Services (collectively, the "Utilities"), and (b) such ideas, concepts, know-how, processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates or output which are developed, created or otherwise used by or on behalf of Dell in the course of performing the Services or creating the Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or data of Customer (collectively, the "Residual IP"), even if embedded in the Deliverable, and

(iii) Customer use of software, online services, or software-enabled services in connection with the Services is pursuant to the terms of the applicable software license or Cloud Computing Terms.

As used herein, "Deliverables" means the work product or tangible embodiment of the Services that are (i) prepared or performed by Dell or its subcontractors uniquely and exclusively for a Customer and (ii) specifically identified in a signed Statement of Work as Deliverables. "Intellectual Property Rights" means rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and any other form of protection afforded by law to inventions, models, designs, technical information, and applications.

9. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

A. Section 3. Definitions, is hereby replaced in its entirety:

A. Customer - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, the Electric Reliability Council of Texas, the Lower Colorado River Authority, a private school, as defined by Section 5.001, Education Code, a private or independent institution of higher education, as defined by Section 61.003, Education Code, a volunteer fire department, as defined by Section 152.001, Tax Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;

2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;

3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;

4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
5) A local workforce development board created under Section 2308.253;
6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
9) A nonprofit organization that provides affordable housing.

B. Compliance Check – an audit of Vendor's compliance with the Contract may be performed by, but not limited to, a third-party auditor, DIR Internal Audit department, or DIR contract management staff or their designees.

C. Contract – the document executed between DIR and Vendor into which this Appendix A is incorporated.

D. CPA – refers to the Texas Comptroller of Public Accounts.

E. Day - shall mean business days, Monday through Friday, except for State and Federal holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.

F. Order Fulfiller – the party, either Vendor or a party that may be designated by Vendor, who is fulfilling a Purchase Order pursuant to the Contract. May include Order Fulfillers, Resellers and/or Agents.

G. Purchase Order - the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument). Neither Dell nor Customer is or shall be bound by any terms and conditions imprinted on or embedded in orders, order acknowledgments or other communications between the parties relating to orders.
H. Reseller – any third party approved by Dell to sell to Eligible Customers under this Contract. Dell will flow this Contract's terms and conditions to its Resellers under this Contract, except that pricing shall be as follows: Dell offers pricing to its Reseller(s) and such Resellers shall resale to Eligible Customers products under this Contract at a price it sets and that will not exceed the maximum price as set forth in Appendix C, Pricing Index, of this Contract.
I. State – refers to the State of Texas.

B. Section 4. General Provisions, E. Survival, is hereby replaced in its entirety:

Each applicable service agreement that was entered into between Vendor and a Customer under the terms and conditions of the Contract that is still in existence as of the date of the expiration or termination of the Contract shall survive the expiration or termination of the Contract until the expiration or termination of such service agreement. Each Purchase Order issued and accepted by Vendor that is still in existence on the date of the expiration or termination of the Contract shall survive expiration or termination of the Contract until the expiration or termination of such Purchase Order.

C. Section 6.A. 2) Product Terms and Conditions, Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only), is hereby replaced in its entirety:

2) Upon request by DIR, Vendor shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) or a copy of the applicable VPAT for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (http://www.buyaccessible.gov). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at http://www.section508.gov/.

Customer may go to this page to request VPATs:
http://content.dell.com/us/en/corp/d/corp-comm/cr-diversity-customer-disabilities.aspx

D. Section 7. Contract Fulfillment and Promotion, A. Service, Sales and Support of the Contract, is hereby replaced in its entirety:

Vendor shall provide service, sales and support resources available under the Contract to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote services available under the Contract. Vendor shall use commercially reasonable efforts to ensure that potential Customers are made aware of the existence of the Contract.

E. Section 7. Contract Fulfillment and Promotion, C. Product Warranty and Return Policies, is hereby replaced in its entirety:

Products Warranty:

A. <u>Limited Warranty.</u> Dell warrants that the Dell-branded hardware Products will conform to the Dell specifications current when the Product is shipped and will be free from material defects in materials and workmanship during the applicable warranty period ("Limited Warranty"). The Limited Warranty period for Product begins on the Product ship date. Dell has the right to grant the licenses to the Software licensed under this Agreement, and such Software will substantially conform to the functional specifications and current documentation provided by Dell.

B. <u>Disclaimers.</u> EXCEPT AS EXPRESSLY STATED IN THE PRECEDING PARAGRAPH, DELL, (INCLUDING ITS AFFILIATES, CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS SUPPLIERS (COLLECTIVELY, THE "DELL PARTIES") DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY OF THE PRODUCTS, SOFTWARE, OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (1) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; (2) RELATING TO THIRD-PARTY PRODUCTS, SOFTWARE, OR SERVICES; (3) RELATING TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE, OR DELL'S PERFORMANCE OF THE SERVICES; OR (4) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCTS, SOFTWARE, SERVICES, OR THE RESULTS OF ANY RECOMMENDATION BY DELL.

C. <u>High-Risk Activities.</u> The Products, Software, and Services are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life-support machines, or any other application in which the failure of the Products, Software, or Services could lead directly to death, personal injury, or severe physical or property damage (collectively, "**High-Risk Activities**"). Dell expressly disclaims any express or implied warranty of fitness for High-Risk Activities.

D. <u>Warranty Exclusions.</u> Warranties do not cover damage due to external causes, such as accident, abuse, misuse, problems with electrical power, service not performed or authorized by Dell (including installation or de-installation), usage not in accordance with product or software instructions, normal wear and tear, or use of parts and components not supplied or intended for use with the products, software, or services. **These warranties do not apply to Third-Party Products.** Any warranty on a Third-

Party Product is provided by the publisher, provider, or original manufacturer. To the extent that Dell is contractually authorized by the applicable Third-Party, Dell will assign to Customer any additional warranty provided to Dell; otherwise the Third-Party Products are provided by Dell "as is." WHETHER DIRECT OR INDIRECT, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING, (A) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS, (B) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK, OR THE RECOVERY OF SUCH, (C) LOSS OF BUSINESS OPPORTUNITY, (D) BUSINESS INTERRUPTION OR DOWNTIME, OR (E) SERVICES, VENDOR PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE BY CUSTOMER.

A. With respect to Customer's use of the Software (1) neither Dell nor any of the Dell Parties makes any express or implied warranty that Software provided to Customer in connection with this Agreement is or will be secure, accurate, complete, uninterrupted, without error, or free of viruses, worms, other harmful components, or other program limitations; or that any errors in the Software will be corrected; (2) Customer assumes the entire cost of all necessary servicing, repair, or correction of problems caused by viruses or other harmful components, unless such errors or viruses are the direct result of dell's gross negligence or willful misconduct; (3) Dell and the Dell Parties, jointly and severally, disclaim and make no warranties or representations as to the accuracy, quality, reliability, suitability, completeness, truthfulness, usefulness, or effectiveness of any reports, data, results, or other information obtained or generated by Customer related to Customer's use of the Software; and (4) use of the Software is entirely at Customer's own risk and neither Dell nor the Dell Parties shall have any liability relating to such use.

THIRD PARTY PRODUCTS. To the extent Dell has the right to do so under its agreements with any third parties Dell shall pass through to Customer all Third Party warranties as Dell receives from such third party in its contracts.

Dell Return Policy (U.S. only)

For any Product return, Customer agrees to follow and comply with the terms and process applicable according to Dell's return policy at www.Dell.com/returnspolicy.

Note: Before a Customer returns the product to Dell, make sure to back-up any data on the hard drive(s) and on any other storage device in the product. Remove any and all confidential, proprietary, and personal information as well as removable media such as floppy disks, CDs, and PC Cards. Dell is not responsible for any confidential, proprietary, or personal information; lost or corrupted data; or damaged or lost removable media that may be included with a Customer's return.

Services Warranty:

Limited Warranty. VENDOR WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, VENDOR (INCLUDING ITS AFFILIATES, SUBCONTRACTORS AND AGENTS) AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS AND OFFICERS (COLLECTIVELY, THE "VENDOR PARTY(IES)") MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO ANY OF THE SERVICES OR DELIVERABLES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT; OR ANY WARRANTY RELATING TO THIRD-PARTY PRODUCTS OR THIRD-PARTY SERVICES.

High-Risk Application Disclaimer. THE SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, INCLUDING WITHOUT LIMITATION, IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, WEAPONS SYSTEMS, LIFE-SUPPORT MACHINES, OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF THE SERVICES COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE (COLLECTIVELY, "HIGH-RISK ACTIVITIES"). VENDOR EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH-RISK ACTIVITIES.

F. Section 7. Contract Fulfillment and Promotion, E. Internet Access to Contract and Pricing Information, 1) Vendor Website, is hereby replaced in its entirety:

1) Within thirty (30) calendar days of the effective date of the Contract, Vendor will establish and maintain a webpage specific to the products and related services and cloud services awarded under the Contract that are clearly distinguishable from other, non-DIR Contract offerings on the Vendor's website. The webpage must include:

a) the products and related services and cloud services awarded;

b) description of product and service awarded;

c) a current price list or mechanism (for example, a services calculator or product builder) to obtain specific contracted pricing;

d) discount percentage (%) off MSRP or List Price;

e) a link (updated no less than monthly) to the Full Pricing Catalog, listing all products and services by product description, manufacturer part number, Dell part number, MSRP;

f) designated Order Fulfillers;

g) contact information (name, telephone number and email address) for Vendor and designated Order Fulfillers;

h) instructions for obtaining quotes and placing Purchase Orders;

i) warranty policies;

j) return policies;

k) the DIR Contract number with a hyperlink to the Contract's DIR webpage;

l) a link to the DIR "Cooperative Contracts" webpage; and

m) the DIR logo in accordance with the requirements of this Section.

G. Section 7. Contract Fulfillment and Promotion, F. Services Warranty and Return Policies, is hereby replaced in its entirety:

Vendor and Order Fulfiller will adhere to the Vendor's then-currently published generally applicable U.S. policies concerning services warranties and returns.

H. Section 7. Contract Fulfillment and Promotion, H. Vendor and Order Fulfiller Logo, is hereby replaced in its entirety:

DIR may use the Vendor's and Order Fulfiller's name and logo in the promotion of the Contract to communicate the availability of products and services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's and Order Fulfiller's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's or Order Fulfiller' trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor and Order Fulfiller. Dell's logo is subject to Dell's corporate compliance usage rules.

I. Section 7. Contract Fulfillment and Promotion, I. Trade Show Participation, is hereby replaced in its entirety:

At DIR's discretion, Vendor may be required to participate in no more than two (2) DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor must display the DIR logo at all such trade shows in the State of Texas that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's or Order Fulfiller's booth.

J. Section 8. Pricing, Purchase Orders, Invoices, and Payments, is hereby replaced in its entirety:

A. Purchase Orders

All Customer Purchase Orders will be placed directly with the Order Fulfiller. Accurate Purchase Orders shall be effective and binding upon Order Fulfiller when accepted by Order Fulfiller.

B. Invoices

Invoices shall be submitted by the Vendor directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for services purchased under the Contract and any provision and receipt of such services shall be made by the Customer to the Vendor.

Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to services, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the services by the Customer.

C. Payments

The parties shall comply with Chapter 2251, Texas Government Code, in invoicing and making payments. Payments for goods and services are due thirty (30) days after the goods are provided, the services completed, or a correct invoice is received, whichever **is later. Payment under the Contract shall not foreclose the right to recover wrongful payments.**

D. Acceptance

Customer and Vendor may establish terms for acceptance of Products and Services. Absent other terms of acceptance agreed to by Customer and Vendor, the following terms will apply. With respect to Vendor-branded products delivered to Customers under the Contract that have Vendor-published specifications, and with respect to Services provided to Customers by Vendor under the Contract that have mutually agreed upon specifications described in a Purchase Order executed by the Customer and Vendor (respectively, the "Specifications"), Customer shall determine whether such products and Services meet the applicable Specifications. If the product or Service meets the Specifications applicable to it, the Customer agrees to accept such product or Service. Unless otherwise agreed upon by the Customer and Vendor, a product or service shall be deemed accepted if the Customer does not, within Twenty (20) twenty calendar days from the date such product or service is delivered, issue to Vendor a written notice of partial acceptance or rejection of the product or service based on the fact that the product or service did not meet the Specifications applicable to it ("Deemed Acceptance" or "Deemed Accepted)).

No payment shall due for any such product or Service until the Customer either accepts the product or service or such product or service is Deemed Accepted.

K. Section 9. Contract Administration, B. Reporting and Administrative Fees, 2) Detailed Monthly Report, is hereby replaced in its entirety:

2) Detailed Monthly Report
Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous calendar month period. Reports are due on the fifteenth (15th) calendar day of the month following the month of the sale. If the 15th calendar day falls on a weekend or state or federal holiday, the report shall be due on the next business day. The monthly report shall include, per transaction: the detailed sales for the period, Customer name, invoice date, invoice number, description, quantity, MSRP or List Price, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the estimated administrative fee for the reporting period, subcontractor name, EPEAT designation (if applicable), configuration (if applicable), contract discount percentage, actual discount percentage, negotiated contract price (if fixed price is offered instead of discount off of MSRP), and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section. Vendor shall report in a manner required by DIR which is subject to change dependent upon DIR's business needs. Failure to do so may result in contract termination.

L. Section 9. Contract Administration, B. Reporting and Administrative Fees, 4) DIR Administrative Fee, is hereby replaced in its entirety:

a) The Vendor shall pay an administrative fee to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. DIR will review Vendor monthly sales reports, close the sales period, and notify the Vendor of the administrative fee no later than the fourteenth (14th) day of the second month following the date of the reported sale. Vendor shall pay the administrative fee by the twenty-fifth (25th) calendar day of the second month following the date of the reported sale. For example, Vendor reports January sales by February 15th; DIR closes January sales and notifies Vendor of administrative fee by March 14th; Vendor submits administrative fee for January sales by March 25th.
b) DIR may change the amount of the administrative fee upon thirty (30) calendar days written notice to Vendor without the need for a formal contract amendment.
c) Vendor shall reference the DIR Contract number, reporting period, and administrative fee amount on any remittance instruments.

M. Section 9. Contract Administration, B. Reporting and Administrative Fees, 5) Accurate and Timely Submission of Reports, is hereby replaced in its entirety:

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third-party audit of the Vendor's records as specified in C.3 of this Section, at Vendor's expense. DIR will select the auditor (and all payments to auditor will require DIR approval).

Failure to timely submit three (3) reports or administrative fee payments within any rolling twelve (12) month period may, at DIR's discretion, result in the addition of late fees of $100/day for each day the report or payment is due (up to $1000/month) or suspension or termination of Vendor's Contract.

N. Section 9. Contract Administration, C. Records and Audit, is hereby replaced in its entirety:

1) Acceptance of funds under the Contract by Vendor and/or Order Fulfiller acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor or directly by Order Fulfillers and the requirement to cooperate is included in any subcontract or Order Fulfiller contract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor shall maintain adequate records relating to the requirements of this Contract and relevant to the performance of the Contract to DIR, to establish compliance with the Contract until the later of a period of four (4) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: Customer name, invoice date, invoice number, description, quantity, unit price,

extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If any audit reveals a Material Accounting Error, Vendor must reimburse DIR for actual and reasonable costs of such audit. Material Accounting Error means (a) with regard to audits of invoices, an aggregate variance from all applicable invoices of Vendor reviewed during such audit in excess of 1.5% of the aggregate amount shown on all of the invoices reviewed during such audit; and (b) with regard to audits of fees, an aggregate underpayment of all fees due to DIR under this Contract during a Vendor fiscal quarter in excess of 5%.

O. Section 10. Vendor Responsibilities, A. Indemnification, 2) ACTS OR OMISSIONS is hereby replaced in its entirety:

2) ACTS OR OMISSIONS

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS FOR LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract resulting in bodily injury (including death) or damage to tangible property and to the extent caused by Dell or its Order Fulfillers, Agents, Resellers or subcontractors. VENDOR'S OBLIGATIONS TO INDEMNIFY AND HOLD HARMLESS BY NEGLIGENCE VENDOR SHALL PAY ALL COSTS OF DEFENSE INCLUDING REASONABLE ATTORNEYS FEES. The defense shall be coordinated by the Office

of the Attorney General FOR TEXAS STATE AGENCIES OR BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS, VENDOR'S COUNSEL FOR VENDOR, AND BY CUSTOMERS COUNSEL FOR NON-STATE AGENCY CUSTOMERS AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT AS TO CLAIMS AGAINST TEXAS STATE AGENCIES WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

P. Section 10. Vendor Responsibilities, A. Indemnification, 3) Infringements is hereby replaced in its entirety:

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES, from any and all third-party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES of Services or the provision of Dell-branded Products by VENDOR PURSUANT TO THIS CONTRACT. "Dell-Branded Products" shall mean hardware products (including all Dell standard components and parts contained within the Dell system), components, or parts bearing the Dell logo that are included on Seller's standard price list.

VENDOR and the CUSTOMER agree to furnish timely written notice to each other of any such claim. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE OF THE CLAIMS AS SPECIFIED IN THIS SECTION INCLUDING ATTORNEYS' FEES. The defense shall be coordinated by the Office of the Attorney General FOR TEXAS STATE AGENCY CUSTOMERS, Vendor's Counsel for Vendor, AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT AS TO CLAIMS AGAINST TEXAS STATE AGENCIES WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. In addition, the foregoing IP obligations shall extend to third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with Vendor's sale of third party equipment and license of third party software under this Contract, if and to the extent the applicable third party equipment manufacturer or third party software licensor is contractually obligated to Vendor to provide indemnification for such claims.

b) Notwithstanding the foregoing, Vendor shall have no obligation under this Section for any claim to the extent that it results or arises from (1) Customer's modifications of such products, services or deliverables that were not performed by or on behalf of Vendor; (2) the combination, operation or use of such product, service or deliverable in connection with a third-party product or service (the combination of which causes the infringement); or (3) Vendor's compliance with Customer's written specifications (to the extent such specifications were not developed by Vendor) or directions,

including the incorporation of any software or other materials or process provided by or requested by Customer, provided that, in the first case, Vendor's employees who complied with Customer's specifications did not have actual knowledge that such specifications infringe one or more United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights and fails to so inform Customer. In the event Vendor has no obligation for a claim as set forth above, Vendor agrees to provide such assistance (e.g., producing documents and its employees as witnesses) as is reasonably requested by the Attorney General in connection with the Attorney General's defense of such claim.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing, or (iii) provide a refund that reflects reasonable depreciation for time of use, and for services/custom software. (iii) applies only if the remedies described in subparts (i) and (ii) are not obtainable despite Vendor's commercially reasonable efforts. This subsection states Customer's exclusive remedies for any third-party intellectual property claim. Notwithstanding the foregoing, if Vendor provides the remedy described in subpart (iii) and the affected Customer incurs transition expenses relating to the replacement in such Customer's IT environment of the affected portion of Dell-Branded Products or services, such Customer may tender to Vendor a claim for such actual and reasonable transition expenses in an amount up to the difference between (y) the original purchase price for the affected portion of the product or service being removed and (z) the refund provided to such Customer pursuant to subpart (iii), above, and Vendor will pay such claim.

Q. Section 10. Vendor Responsibilities, B. Taxes/Worker's Compensation/ UNEMPLOYMENT INSURANCE is hereby replaced in its entirety:

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. VENDOR AGREES AND ACKNOWLEDGES THAT VENDOR ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS SHALL NOT BE ENTITLED TO ANY STATE BENEFIT OR BENEFIT OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER AS A RESULT OF WORKING UNDER THIS CONTRACT. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR

THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER AS A RESULT OF ITS PERFORMANCE UNDER THIS CONTRACT.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR EXPECTATIONS OF BENEFITS BY VENDOR, ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING REASONABLE ATTORNEYS' FEES FOR CLAIMS UNDER THIS CLAUSE AS A RESULT OF ITS PERFORMANCE UNDER THIS CONTRACT.

THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS, VENDOR'S COUNSEL FOR VENDOR AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS, AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT AS TO CLAIMS AGAINST TEXAS STATE AGENCIES WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

R. Section 10. Vendor Responsibilities, C. Vendor Certifications, is hereby replaced in its entirety:

C. Vendor Certifications

Vendor certifies on behalf of Vendor and its designated Order Fulfillers that they:

(i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;

(ii) are not currently delinquent in the payment of any franchise tax owed the State and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;

(iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;

(iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract;

(v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive

the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;

(vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;

(vii) Vendor and its principals are not suspended or debarred from doing business with the federal government as listed in the System for Award Management (SAM) maintained by the General Services Administration;

(viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control;

(ix)Vendor certifies that, for its performance of this contract, it shall purchase products and materials produced in the State of Texas when available at the price and time comparable to products and materials produced outside the state, to the extent that such is required under Texas Government Code, Section 2155.4441. This certification will not be interpreted to prohibit or impair Vendor's provision of product from its then current and commercially available inventory.

(x) agrees that all equipment and materials used in fulfilling the requirements of this contract are of high-quality and consistent with or better than applicable industry standards, if any. All Works and Services performed pursuant to this Contract shall be of high professional quality and workmanship and according consistent with or better than applicable industry standards, if any;

(xi)to the extent applicable to this scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328;

(xii) agree that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;

(xiii) are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;

(xiv) certify that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;

(xv) under Section 2155.006, and Section 2261.053, Texas Government Code, are not ineligible to receive the specified contract and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate;

(xvi) have complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, they acknowledge the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract; and

(xvii) certify that the Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code.
(xviii) certify that in accordance with Section 2270.002 of the Texas Government Code, by signature hereon, Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.

During the term of the Contract, Vendor will, for itself and on behalf of its Order Fulfillers, promptly disclose to DIR any changes that occur to the foregoing certifications. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications.

In addition, Vendor understands and agrees that if Vendor responds to certain Customer pricing requests or Statements of Work, then, in order to contract with the Customer, Vendor may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g., privacy and security requirements).

S. Section 10. Vendor Responsibilities, G. Responsibility for Actions, is hereby replaced in its entirety:

1) Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

T. Section 10. Vendor Responsibilities, I. Security of Premises, Equipment, Data and Personnel, is hereby replaced in its entirety:

a) Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel of Customers and the premises, equipment, and other tangible property belonging to the Customer. Vendor shall use commercially reasonable efforts to preserve the safety of such personnel and the safety, security, and the integrity of such premises, equipment, and other tangible property, in accordance with the instruction of the applicable Customer provided to Vendor or the applicable Order Fulfiller by the Customer in writing or in the manner that Customer generally provides such instructions to its own employees and other contractors. Vendor shall be responsible for damage to Customer's premises, equipment and other tangible property when such damage is caused by its employee or subcontractor. If Vendor and/or an Order Fulfiller materially fails to comply with the applicable Customer's security requirements, then such Customer may immediately terminate its Purchase Order and related Service Agreement.

b) In addition, Vendor and/or Order Fulfiller may, from time to time during performance of the Contract, have access to Customer's data ("Data") that is

hosted either at Customer's or a third party's premises (other than premises of Vendor's Affiliates or subcontractors) (collectively, "Customer Premises") or at Vendor's premises or the premises of Vendor's Affiliates or subcontractors (collectively, "Vendor Premises").

i. As to Data hosted at any Customer Premises, Vendor shall comply with Customer's instructions related to preserving the safety, security and integrity of such Data provided to Vendor or the applicable Order Fulfiller by the Customer in writing or in the manner that Customer generally provides such instructions to its own employees and other contractors.

ii. As to Data hosted at any Vendor Premises, Vendor will comply with its generally applicable security standards designed to preserve the safety, security and integrity of such Data, as well as any additional security obligations expressly agreed in the applicable Statement of Work executed by Customer and Vendor.

iii. Notwithstanding anything to the contrary in this Agreement, including this Section 10.I, except as otherwise expressly provided in a Statement of Work executed by Customer and Vendor: (A) Customer is responsible for backing up its own Data, (B) Vendor and Order Fulfiller shall not have operational or financial responsibility for refreshes, upgrades, modifications or improvements to Customer-provided facilities, equipment or software that may be required to preserve the safety, security and integrity of such Data, and (C) if Vendor or Order Fulfiller's compliance with Customer's instructions constitutes a material change to the scope of Services or their other obligations, the parties will equitably adjust the charges to account for such material change. Vendor and Order Fulfiller shall not be responsible, or liable for any damages, for any Data losses to the extent such Data cannot be retrieved due to Customer's (or Customer's applicable Third-Party Vendor's) failure to use standard industry practices relating to data backups and retrieval of Data.

iv. If Vendor has Data backup responsibility under the applicable Statement of Work, Vendor shall be operationally and financially responsible for restoring such Data that is lost or corrupted as soon as reasonably practicable in accordance with its Data restore responsibilities set forth in the Statement of Work, provided that, if the loss or corruption of Data results from a Force Majeure Event or other event for which Vendor's non-performance is excused, then Vendor and Customer will equitably adjust the charges to account for the additional effort incurred by Vendor in restoring the Data to the extent such additional charges result from activities in addition to the responsibilities Vendor is expressly obligated to perform under the applicable Statement of Work. In either of the foregoing cases in which additional charges may apply, Vendor will consult with the

applicable Customer before performing such restoration, and the applicable Customer may, at its discretion, direct Vendor not to restore the Data.

U. **Section 10. Vendor Responsibilities, J. Background and/or Criminal History Investigation,** is hereby replaced in its entirety:

Prior to commencement of any services, background and/or criminal history investigation of the Vendor's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by Vendor or Customers (as required by Customer), provided this requirement is added to the applicable specific Purchase Order between such Customer and Vendor. Should any employee or subcontractor of the Vendor who will be providing services to the Customer under such Purchase Order not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately require replacement of the employee or subcontractor in question. If Vendor fails to promptly replace the employee or subcontractor personnel, then Customer may immediately terminate its Purchase Order and related Service Agreement.

V. **Section 10. Vendor Responsibilities, K. Limitation of Liability,** is hereby replaced in its entirety:

For any claim or cause of action arising out of or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for indirect, punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's cumulative liability for all claims and damages of any kind to all Customers under the Contract shall be limited, in the aggregate, to $5,000,000. The foregoing limitations shall apply regardless of whether the claim for such damages is based in contract, warranty, strict liability, negligence, tort or otherwise. Insofar as applicable law prohibits any limitation herein, the parties agree that such limitation will be automatically modified, but only to the extent so as to make the limitation permitted to the fullest extent possible under such law. However, this limitation of Vendor's liability shall not apply to Vendor's indemnification obligations for claims of patent, trademark, or copyright infringement of Vendor-branded products or Vendor-provided services and deliverables as set forth in Section 10.A.3 ("Infringements").

W. **Section10. Vendor Responsibilities, L. Overcharges,** is hereby replaced in its entirety:

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq., to the extent that such overcharge was, in fact, passed on to DIR or its Customers in the computer products

or other goods and/or services purchased by DIR or its Customers under this Contract during the time period referenced in the litigation.

X. Section 10 Vendor Responsibilities, M. Prohibited Conduct, is hereby deleted in its entirety because the subject matter is addressed in 10.C.iii.

Y. Section 10. Vendor Responsibilities, N. Required Insurance Coverage, is hereby replaced in its entirety:

N. Required Insurance Coverage

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 business days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that have an A rating and a Financial Size Category Class of VII from A.M. Best and are licensed in the State of Texas and authorized to provide the corresponding coverage. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

1) Commercial General Liability

Commercial General Liability must include $1,000,000 per occurrence for Bodily Injury and Property Damage, with a separate aggregate limit of $2,000,000; Medical Expense per person of $5,000; Personal Injury and Advertising Liability of $1,000,000; Products/Completed Operations Aggregate Limit of $2,000,000; and Damage to Premises Rented: $50,000. Agencies may require additional Umbrella/Excess Liability insurance. The policy shall contain the following provisions:

a) Blanket contractual liability coverage for liability assumed under the Contract;
b) Independent Contractor coverage;
c) State of Texas, DIR and Customer listed as an additional insured; and
d) Waiver of Subrogation

2) Workers' Compensation Insurance

WORKERS' COMPENSATION INSURANCE AND EMPLOYERS' LIABILITY COVERAGE MUST INCLUDE LIMITS CONSISTENT WITH STATUTORY BENEFITS OUTLINED IN THE TEXAS WORKERS'

COMPENSATION ACT (ART. 8308-1.01 ET SEQ. TEX. REV. CIV. STAT) AND MINIMUM POLICY LIMITS FOR EMPLOYERS' LIABILITY OF $1,000,000 BODILY INJURY PER ACCIDENT, $1,000,000 BODILY INJURY DISEASE PER EMPLOYEE AND $1,000,000 PER DISEASE POLICY LIMIT.

3) Business Automobile Liability Insurance

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of $500,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements in favor of DIR and/or Customer:

a) Waiver of Subrogation; and

b) Additional Insured.

Z. Section 10. Vendor Responsibilities, S. Secure Erasure of Hard Disk Products and/or Services, is hereby replaced in its entirety:

Vendor agrees that all products that are equipped with hard disk drives (e.g., computers, servers, printers, scanners, multifunction devices) shall have the capability to erase data written to the hard drive prior to final disposition of such managed service products and/or services, either at the end of the managed service product and/or services' useful life or at the end of the Customer's managed service product and/or services' useful life or the end of the related Customer Managed Services Agreement for such products and/or services, in accordance with 1 TAC 202.28.

AA. Section 10. Vendor Responsibilities, T. Deceptive Trade Practices; Unfair Business Practices, is hereby replaced in its entirety:

Vendor certifies as of the Effective Date of this Contract, that neither Vendor nor any of its Subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

Vendor certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

BB. Section 10. Vendor Responsibilities, U. Drug Free Workplace Policy, is hereby replaced in its entirety:

Vendor will comply with drug and alcohol rules and regulations that are legally mandated for employers in the State of Texas. Vendor and Customers may agree to

more specific requirements for onsite services in a mutually agreed statement of work.

CC. Section 11. Contract Enforcement, B. Termination, a) Termination for Non-Appropriation by Customer, is hereby replaced in its entirety:

Customer shall not place Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return products and discontinue using services under any return provisions that Vendor offers.

DD. Section 11. Contract Enforcement, B. Termination, 3) Termination for Convenience, is hereby replaced in its entirety:

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services prior to manufacturing process for products, and for services, in accordance with a mutually agreed Statement of Work. For qualifying products, Customer may return following receipt, in accordance with the Vendor's Return Policy.

EE. Section 11. Contract Enforcement, C. Force Majeure, is hereby replaced in its entirety:

DIR, Customer, or Vendor may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially

reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if 1) its performance is or will be delayed by 20 days or more by event(s) of Force Majeure (or a longer period if agreed to by the Customer) and 2) if it is reasonably determined by the Customer that Vendor will not be able to deliver services in a timely manner to meet the business needs of the Customer.

FF. Section 14. Export Compliance, is hereby added:

Compliance/Export Restrictions. Dell and Customer acknowledge that Products licensed or sold under this Agreement are subject to the export control laws and regulations of the United States or those of other countries from which they were supplied and in which they are used. Under U.S. laws and regulations, Products purchased under this Agreement may not be sold, leased or otherwise transferred to restricted end-users or to restricted countries. In addition, the products may not be sold, leased or otherwise transferred to, or utilized by, an end-user engaged in activities related to weapons of mass destruction, including but not necessarily limited to, activities related to the design, development, production or use of nuclear materials, nuclear facilities, or nuclear weapons, missiles or support of missile projects, or chemical or biological weapons. Customer warrants that any software provided by Customer and used as part of the Services contains no encryption or, to the extent that it contains encryption, such software is approved for export without a license. If Customer cannot make the preceding representation, Customer agrees to provide Dell with all of the information needed for Dell to obtain export licenses from the United States government and to provide Dell with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Customer is solely responsible for obtaining any specific licenses relating to the export of software if a license is needed. Dell may also require export certifications from Customer for Customer provided software. Dell's acceptance of any order for Services is contingent upon the issuance of any applicable export license required by the United States Government; Dell is not liable for delays or failure to deliver a product resulting from Customer's failure to obtain such license or to provide such certification.

Remainder of this page intentionally left blank

This Contract is executed to be effective as of January 10, 2018.

Dell Marketing, L.P.

Authorized By: _Signature on File_____ _

Name: _Dudley McClellan_____

Title: _Commercial Counsel, Dell Legal_____

Date: __December 15, 2017_____

The State of Texas, acting by and through the Department of Information Resources

Authorized By: _Signature on File_____

Name: _ Hershel Becker_____

Title: __Chief Procurement Officer_____

Date: __December 18, 2017_____

Office of General Counsel: _DB____ _12/15/2017__
Initials Date

Action Sheet

MEETING DATE: **August 4, 2021**

AGENDA ITEM: Discuss and consider approval of the 2021-2022 Resolution sanctioning the Galveston County 4-H Organization as an extracurricular program and approval of adjunct faculty agreement to recognize Galveston County Cooperative Extension Agents as adjunct faculty members for the 2021-2022 school year.

RECOMMENDATION: **I move that the Board of Trustees approve the 2020-2021 resolution sanctioning the Galveston County 4-H Organization as an extracurricular program and approval of adjunct faculty agreement as presented.**

Jerry Gibson
Superintendent

TEXAS A&M AGRILIFE EXTENSION
Galveston County Office

4102-B Main Street (FM 519)
La Marque, TX 77568
Tel. 281-309-5058

June 3, 2021

Dr. Jerry Gibson, Superintendent
Galveston Independent School District
P.O. Box 660
Galveston, Texas 77553

Dear Dr. Jerry Gibson:

On behalf of the 4-H members of Galveston County, we hereby respectfully request that the 4-H organization by the attached resolution, be sanctioned as an extracurricular activity. The enclosed RESOLUTION and Adjunct Faculty Agreement should be presented for consideration at the next scheduled meeting of the Board of Trustees of the Galveston Independent School District.

We further request that questions regarding this RESOLUTION be directed to me in a timely manner so that we may prepare and present an appropriate response so as not to delay action on this request. Finally, we request that a signed copy of this RESOLUTION along with a copy of the minutes of the September Board meeting be forwarded to me for our files.

Thank you and members of your Board of Trustees for your consideration of this request. Please let me know if you would like to schedule an appointment to discuss any possible amendments and requests, or if you need further information.

Sincerely,

Brittany Allen

Brittany Allen
Galveston County Extension Agent - 4-H and Youth Development
Galveston County, Texas

Enclosures: MEMORANDUM
ADJUNCT FACULTY AGREEMENT
RESOLUTION
(Regarding EXTRACURRICULAR STATUS OF 4-H ORGANIZATION)

TEXAS A&M AGRILIFE EXTENSION
Galveston County Office

4102-B Main Street (FM 519)
La Marque, TX 77568
Tel. 281-309-5058

June 3, 2021

MEMORANDUM TO: Board of Trustees
Galveston Independent School District

SUBJECT: Adjunct Faculty Status of Galveston County Extension Agents

PURPOSE: To secure adjunct faculty status of County Extension Agents and designation of 4-H as a recognized extracurricular activity.

ACTION NEEDED:
A) Passing Adjunct Faculty Agreement;
B) Adoption of Resolution;
C) Return copies of these two signed documents to Galveston County Extension Office;
D) Copy of board meeting minutes.

The State Board of Education passed an amendment to 19 TAC§129.21 (k) (l). Requirements for Student Attendance Accounting for State Funding Purposes allows public school students to be considered "in attendance" when participating in off-campus activities with an adjunct staff member of the school district. Section 3 of the Student Attendance Handbook state:

(4-12) The student is participating in an activity which is approved by the local board and is under the direction of a professional staff member of the school district or an adjunct staff member. This adjunct staff member must have a minimum of a bachelor's degree and be eligible for participation in the Teacher Retirement System of Texas.

(4-13) Students participating in any activity which is not approved by the local school board and/or without certified district personnel supervision are counted absent [see 94-12)]. To qualify for funding purposes, the certified district staff member/adjunct staff member must be accompanying the students as an official of the school district for the specific purpose of supervising the students and must be approved by the school board to supervise the activity. For example, students participating in 4-H activities which are supervised solely by a County Extension Service Agent are reported present.

This amendment provides local school boards the opportunity to recognize county Extension agents as adjunct staff members and to count students participating in 4-H/Extension educational activities "in attendance for Foundation School Program purposes."

Galveston County requests adjunct staff member status for the county Extension agents for the school year 2021-2022. The following faculty are eligible for participation in the Teacher Retirement System of Texas and have a minimum of a bachelor's degree.

Julie K. Massey	Title: CEA-Marine	Degree: M.S.	Date: 5/84	Institution: Texas A&M University
Brittany Allen	Title: CEA-4-H	Degree: M.S.	Date: 5/17	Institution: Texas Tech University
Jymann Davis	Title: CEA-FCS	Degree: M.S.	Date: 12/98	Institution: Texas Woman's University
William M. Johnson	Title: CEA-Horticulture	Degree: PhD.	Date: 8/76	Institution: Oklahoma State University
Phoenix Rogers	Title: CEA-Agriculture	Degree: M.S.	Date: 5/03	Institution: Washington State University

I hope that Galveston Independent School District will present this information at the next Board meeting and accept this request. Please let me know if you would like to schedule an appointment to discuss the amendment and request, or if you need further information.

Sincerely,

Brittany Allen

Brittany Allen
County Extension Agent
4-H and Youth Development
Galveston County

Attachments: ADJUNCT FACULTY AGREEMENT
RESOLUTION
(Regarding EXTRACURRICULAR STATUS OF 4-H ORGANIZATION)

ADJUNCT FACULTY AGREEMENT

THE STATE OF TEXAS
COUNTY OF GALVESTON

On this date, at regularly scheduled and posted meeting, came the Board of Trustees of the Galveston Independent School District, hereinafter referred to as "District." A quorum having been established, the Board proceeded to consider the appointment of the herein named individual as an adjunct faculty member of the Galveston Independent School District.

Upon consideration and vote of the Galveston Independent School District Board of Trustees in favor of the Galveston County Extension Agents are hereby named as adjunct faculty member of the Galveston Independent School District subject to the following conditions and provisions of such appointment, to wit:

1. This appointment shall commence on the 23rd day of August, 2021 and end on the 26th day of May, 2022, being the end of the 2021-2022 academic year.

2. Adjunct faculty member will receive no compensation, salary, or remuneration from Galveston Independent School District.

3. Adjunct faculty member is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.

4. Adjunct faculty member shall be under the direct supervision of either the District Extension Director of District 9, Texas A&M AgriLife Extension Service District, or Galveston County Extension Director.

5. Adjunct faculty member shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. District shall have no responsibility for any of such benefits or plans.

6. Adjunct Faculty member shall be subject to a criminal background check by the Galveston Independent School District.

Adjunct faculty member shall direct the activities and participation of students of the school district in sponsored and approved activities as designated from time to time by adjunct faculty member for which notice shall be given to School District administrative personnel. Adjunct faculty members' activities and participation with students of the School District are directed, supervised, and controlled by and through supervisory personnel of the Texas A&M AgriLife Extension Service pursuant to the supervisory authority of the District Extension Director or County Extension Director. Adjunct faculty member is not the employee of School District, and School District does not nor shall not supervise, direct or control the activities, and/or participation of such Galveston County Extension Agents who has been herein designated as an adjunct faculty member.

This appointment is made by Galveston Independent School District by and through the Board of Trustees of said district for the benefit of allowing voluntary student participation in programs conducted by the Texas A&M AgriLife Extension Service in recognition of the educational benefits arising from such participation and activities and/or directed by the Texas A&M AgriLife Extension Service. This appointment is made in accordance with the provisions of Section 129.21 (k) (1) of the Texas Administrative Code authorizing the school to deem such participating students in attendance for foundation school program purposes.

This appointment of the herein named Galveston County Extension Agents (Texas A&M AgriLife Extension Service employees) are not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by Galveston Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Signed this _____ day of _____, 2021.

Galveston Independent School District

_____
(Signature)

By: _____
(Printed)

Its: _____

Adjunct Faculty Appointment Accepted By:

_____
Galveston County Extension Agent

Approved:

_____
Texas A&M AgriLife Extension Service

RESOLUTION

Regarding

EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

Be it hereby resolved that upon this date the duly elected Board of Trustees of the

Galveston Independent School District

meeting in public with a quorum present and certified did adopt this resolution that recognizes the Galveston County Texas 4-H Organization as approved for recognition and eligible for extracurricular status consideration under 19 Texas Administrative Code, Chapter 76.1, pertaining to extracurricular activities. Participation by 4-H members under provisions of this resolution is subject to all rules and regulations set forth under the 19 Texas Administrative Codes as interpreted by this Board and designated officials of his school district whose rulings shall be final.

Approved this ____ day of _____, 2021.

_____

(For Board of Trustees)

_____

(Superintendent)

Action Sheet

MEETING DATE: **August 4, 2021**

AGENDA ITEM: Discuss and consider the funding parameters, Interlocal Agreement and Memorandum of Understanding for the Coastal Alternative Program (CAP) for the 2021-2022 school year.

The Coastal Alternative Program (CAP) serves discretionary expelled students in grades 6 through 12 from the participating districts. Each district pays a portion of the fixed cost in addition to a prorated share for the district's enrollment percentage in CAP.

RECOMMENDATION: **I move that the Board of Trustees approve the funding parameters, Interlocal Agreement and Memorandum of Understanding for the Coastal Alternative Program (CAP) for the 2021-2022 school year.**

Jerry Gibson
Superintendent

GALVESTON COUNTY TEXAS

COASTAL ALTERNATIVE PROGRAM (CAP)

FUNDING PARAMETERS

INTERLOCAL AGREEMENT AND

MEMORANDUM OF UNDERSTANDING

2021-2022
School Year

FUNDING PARAMETERS

FUNDING:

For the 2021-2022 school year, the Coastal Alternative Program (CAP) has capacity to educate a total of sixty (60) students (sixty enrolled, projected fifty-five [55] in daily attendance). These sixty students shall include only discretionary expelled students in grades 6 and above from the participating Galveston County school districts. In the event enrollment for discretionary expelled students should exceed sixty students, slots will be allocated in the priority order listed in sections 9.04 and 9.11 of this Agreement.

"Discretionary" expulsions, defined as those students expelled for offenses described in Section 37.007 (b), (c), (f) and (i) of the TEC, shall be funded by the participating Independent School Districts (Districts) in Galveston County.
Any student arrested and charged with a Title 5 felony offense as described in Section 37.0081(a) shall be assigned to the JJAEP program (not CAP) at the individual expense of the district of enrollment of the student.

These "discretionary" students shall remain enrolled in and are eligible for Average Daily Attendance (ADA) in their sending districts. The entire cost of educating these students is borne by the respective sending District(s). The fiscal agent District shall provide the education component, shall maintain attendance records, and shall allocate costs by first calculating percent of participation in the program, district by district. For the 2021-2022 school year, Dickinson Independent School District (Dickinson ISD), serving as Fiscal Agent, shall accumulate expenditure records during the year, determine the percentage of student participation, and allocate costs accordingly to the Districts, based on the procedures outlined herein.

This Agreement consists of the Funding Parameters, the Interlocal Cooperation Agreement and Memorandum of Understanding for the Coastal Alternative Program and all Addenda hereto.

Additional Considerations

1. Each District shall reimburse the Fiscal Agent, which shall pay instructional personnel and all other related expenses of the CAP. Such reimbursement calculations shall be determined by pro-rata participation.

2. Each District shall pay its projected annual fixed costs in advance, with the balance of projected/actual costs to be as noted below in paragraph 3.c. Total expense to each District for the annual operation of the program will be based on:

   a. Estimate of total operating cost of the program as approved in the annual budget.

   b. One-half (50%) of the annual projected operating cost for CAP to be paid as a fixed-rate cost (no variance due to program participation) based on prior year District ADA. This amount shall be paid annually after September 1, 2021. Calculations on percentage of District ADA will be from the June 2021 PEIMS report for fixed costs.

   c. One-half (50%) of the annual operating cost for CAP shall be paid as a variable cost (calculated as the pro-rata share of each participating district's student enrollment percentage in the CAP as calculated at the end of the 2021-2022 school year). This shall be invoiced based on final calculations of percentage of each District's ADA as per the June 2022 PEIMS report.

   d. Should assignments to CAP cause expenses to be higher than projected for the year, Districts shall assume their pro-rata share of the increased cost above projections (see section 4.01 of the MOU portion of this Agreement).

   e. Friendswood ISD will be a limited participant with one slot available. A daily rate of $46 will be charged. This amount will be charged for each day the student is enrolled (present or absent). If additional slots are needed by FISD, a decision will need to be made by the governing board of the participating districts.

3. The Fiscal Agent will pay the school administrator for the education component, teachers, secretary, security staff and other staff deemed appropriate for successful implementation of the program as in the approved budget. In lieu of indirect cost, the Fiscal Agent will pay one fifth of its Director of Alternative Education's salary and one fifth of the Director's secretary’s salary as an expense to the CAP education component and shared as a portion of the pro-rata expense.

4. All instructional materials will be selected and ordered by the Fiscal Agent.

5. For the 2021-2022 school year the CAP will be physically located in Santa Fe ISD, at the Tax Office site on 13302 Hwy. 6, Santa Fe, TX. Expenses reimbursed to Santa Fe ISD will include pro-rata share of utility consumption on a square foot pro-rata basis, food service expense per student, custodial services and other related services required for the day-

to-day operation of the program. As fiscal agent, Dickinson ISD will also reimburse Santa Fe ISD $.50 cents per square foot of used space per month for 10 months for use of the facility (rent), and for reasonable costs related to required renovations needed at the SFISD location for the CAP program.

6. Galveston County shall provide personnel, equipment, and training for two Sheriff's Deputies to be assigned to the program for purposes of security and support. Deputies shall be assigned through the relationship currently in place with the liaison officer program in DISD, but paid directly by the County. Site supervision and program oversight will be the responsibility of the officer assigned to coordinate activities in DISD.

County of Galveston
State of Texas

INTERLOCAL COOPERATION AGREEMENT
AND MEMORANDUM OF UNDERSTANDING FOR
COASTAL ALTERNATIVE PROGRAM

This Agreement is entered into by, between and among the County of Galveston and each of the independent school districts participating in the Coastal Alternative Program (CAP):

WHEREAS, the County of Galveston and the participating school districts are "local governments" and public education in the context contemplated herein is a "governmental function and service" as those terms are defined in the Interlocal Cooperation Act (Act), codified as Chapter 791 of the Government Code of Texas; and,

WHEREAS, the Act authorizes any local government to contract or agree with another local government in accordance with the Act to perform governmental functions and services that each party to the contract is authorized to perform individually; and,

WHEREAS, Chapter 37 of the Texas Education Code provides for the development of a "disciplinary alternative education program" with the participation of the school districts subscribing hereto; and

WHEREAS, the Parties concur that the educational component of the CAP can be administered most efficiently at a centralized location within the authority and oversight of Dickinson Independent School District--as they concurrently oversee the Juvenile Justice Alternative Education Program education components. The Parties desire to engage Dickinson Independent School District to serve as Fiscal Agent for the education component of CAP and each of the participating districts for the education of students assigned to the CAP, understanding that the CAP serves only grades 6 and above. The parties also agree that grade 6 students assigned to the CAP shall be assigned "secondary student" status, and will not be separated from students in grades 7 and above. Further, the parties agree that it is advisable for security services to be provided and paid by Galveston County Sheriff's office.

NOW THEREFORE, pursuant to the Interlocal Cooperation Act and the Texas Education Code, it is mutually agreed by, between and among the Parties as follows:

I. OPERATING POLICY

The CAP shall be subject to this memorandum of understanding developed by the participating independent school districts. The terms and conditions of this Interlocal Cooperation Agreement shall become a part of such operating policy as if fully set forth in writing therein. No additions, deletions, changes or variations to this Agreement as to fiscal matters or educational responsibilities shall be effective unless such amendment be in writing and formally agreed to by the appropriate officers of the parties.

II. GOVERNANCE

2.1 The Dickinson Independent School District (Dickinson ISD) shall determine and coordinate the site of the campus of the CAP within Galveston County, and shall provide administration of the educational aspects of the campus and serve as the Fiscal Agent of each participating school district (District).

2.2 As Fiscal Agent for education purposes, Dickinson ISD shall function as agent for and on behalf of all Districts. Dickinson ISD shall administer the education program on a day-to-day basis in accordance with the approved budget and policies promulgated and/or adopted by the governing board of the CAP. Where such policies are silent, the educational program shall be administered according to policies and procedures otherwise in effect within Dickinson ISD.

2.3 As Fiscal Agent, Dickinson ISD shall prepare the program budget for governing board approval; shall disburse program funds applicable to education services; shall be responsible for educational personnel serving the campus and program; shall maintain all educational records applicable to the program; shall correspond with assigned students' sending districts with regard to status and ultimate disposition of each assigned student; and shall provide necessary curriculum and other such responsibilities normally associated with administration and provision of education services.

2.4 The Governing Board of the CAP shall include:

* Chairperson: The Superintendent of Dickinson ISD shall serve as chairperson for the CAP Governing Board. The chairperson shall be entitled to vote on any matter before the governing board.

* Ex-Officio Member -- The Director of Alternative Education for Dickinson ISD shall serve as an ex officio member, and shall have no vote.

* Members: (each with one vote) – School district representatives of participating school districts (Superintendent or designee) as agreed by Galveston County Superintendents. One member shall be the superintendent (or designee) of the district providing the situs of the program, providing that is not Dickinson ISD.

2.5 The Governing Board of the CAP shall meet on the basis of called meetings as deemed appropriate by the Chairperson in order to monitor and adjust the program. Such meetings shall be held at least annually, with the annual meeting held prior to February 1.

2.6 Quorum--For purposes of action on any item requiring a vote, a simple majority of the members of the governing board shall constitute a quorum, and majority rules shall apply for all action items.

III. FINANCIAL OBLIGATIONS

3.1 The expenses of this program shall be covered pursuant to the Funding Parameters on pages 1, 2 and 3 of this Agreement.

3.2 Funds, which must follow a placed student, include those under TEC Section 37.008(g).

3.3 Nothing herein shall burden the Fiscal Agent with the added expense necessary to address or accommodate any particular needs of special education, education of the disabled, accommodation of disability, limited English proficient, or other special requirements unique to a particular student. Such services, cost(s) and expense(s) shall remain the responsibility of the sending school district. The Fiscal Agent and the responsible district will work together to provide necessary and appropriate special education services on a case-by-case basis as the need arises, but all additional expense and liability shall be borne and/or reimbursed by the responsible school district, which shall hold the Fiscal Agent harmless for such services. If additional special education services are needed to serve students from more than one participating school district, the cost of the service will be shared by the applicable participating districts. All parties shall endeavor to comply with each special education student's current Individual Education Plan ("IEP") and facilitate convening IEP meetings (also known as ARD Committee meetings).

3.4 Nothing herein shall burden the Fiscal Agent or any District with responsibility for underwriting or providing services or accommodating student placements beyond the scope of the program described in this Agreement. Parties to this cooperative program are under no contractual duty to share such additional obligations or to expand the program during the school year without mutual consent.

SECURITY—Galveston County shall provide personnel, equipment, and training for two Sheriff's Deputies to be assigned to the program. Deputies shall be assigned through the relationship currently in place with the liaison officer program in DISD, but paid directly by the County. Site supervision and program oversight will be the responsibility of the officer assigned to coordinate activities in DISD. One officer will be on site at all times at the CAP program, and one officer may focus on attendance and transition issues, as well as other duties as assigned. Nothing herein shall burden the County to provide and pay more than two Deputies, unless done so by prior consent of the County.

IV. BUDGETING

4.1 As Fiscal Agent, Dickinson ISD shall prepare a budget of operational and maintenance costs for educational services anticipated for full usage of the CAP during the 2021-2022 school year. Such budget shall consider, without limitation,

a. Fringe benefits for its professional employees assigned in whole or in part to the program, commensurate with the fringe benefits enjoyed by comparable professional employees of Dickinson ISD

b. No fewer than four full time classroom teachers as necessary and advisable for the program

c. Pupil-teacher ratios are to be maintained between 8 to 1 and 15 to 1

d. Salaries for teachers/substitutes, etc.

e. Salaries for paraprofessional support functions

f. Salaries of administrative functions including site administration, 1/5 of Director of Alternative Education salary and 1/5 of secretary salary

g. Appropriately approved counseling services, social services, behavior coach services, etc.

h. Educational supplies

i. Contracted services (including technology, phone, copier, software, security, administrative costs, utilities, custodial services, etc.)

j. Equipment as required for educational services

k. Responsibility for medical needs or counseling services required for individual students as determined on a case by case basis--generally to be paid by sending district

The budget shall be approved and/or amended by action of the Governing Board. Nothing herein shall require the Fiscal Agent or Governing Board to amend its budget involuntarily, nor to incur added expense without means of reimbursement.

V. INVOICING

Upon the conclusion of the school year, as outlined in the funding parameters of this agreement, the Fiscal Agent shall bill each District for the balance of actual expenditures attributable to each District not previously paid. In the event of expenditure in excess of the budget due to unanticipated needs, the Fiscal Agent may

recoup such expense, as the Parties hereby acknowledge and agree that such additional expense is within their contemplated commitment to this program.

VI. ACCOUNTABILITY/ATTENDANCE

For purpose of accountability under Chapter 39 of the TEC and the Foundation School Program, a student enrolled in the CAP shall be reported as if the student were enrolled at the student's sending campus in the student's regularly assigned education program, including a special education program, where applicable. The sending district of each such student shall cooperate fully in making such reports and accepting such accountability. All PEIMS reporting requirements for the students placed in the program shall remain the responsibility of the sending district. All ADA funding entitlements generated by CAP placements shall remain with the sending district.

Discretionary expelled students placed in the program are expected to attend as required by compulsory attendance law, pursuant to section 25.085 of the TEC. Pursuant to TEC Section 25.093, the attendance officer of the sending District shall file a complaint against the parent(s) in the justice of the peace court or municipal court of the political subdivision in which the parent resides or in which the school is located if the parent fails to require the child to attend school as required by law. Students who are not attending shall be withdrawn from CAP by the CAP Principal for non-attendance according to the policy of, and in concert with, the administration of the sending district.

In the event a student assigned to the CAP is declared homeless (or in the process of being declared homeless) or is in the process of transferring to another district, the student will remain the financial and attendance responsibility of the original district until the registration/enrollment of the student in another district is completed.

VII. ADMINSTRATIVE RESPONSIBILITIES

Physical plant maintenance relating to the CAP shall be the responsibility of Santa Fe ISD, not Dickinson ISD nor any other District. However, the CAP program budget shall have a provision to reimburse Santa Fe ISD for actual expenses of utilities, copiers, etc. used by the CAP. All routine/day-to-day education component administrative duties are the responsibility of Dickinson ISD, not Santa Fe ISD or any other District.

VIII. LIABILITY/TERM

8.1 Only to the extent permitted by applicable law, but without waiver or expansion of any limits established by the Texas Tort Claims Act, each Party to this Agreement shall indemnify and hold harmless the other Parties and their officers, employees and agents, from and against any and all claims proximately caused by negligence, breach, or other act or omission by the indemnifying Party or its officers, employee, or agents.

8.2 The term of this Agreement shall be for the 2021-2022 school year.

8.3 In the event of legal proceedings/investigations, etc. which result in expense to the CAP program and/or which result, in whole or part, from operation of the CAP program, participating districts agree to participate in that expense on the basis of pro-rata participation in the ADA of the program for that year.

IX. MOU ADOPTION AND OPERATING GUIDELINES

The "Governing Board" and the Districts adopt this memorandum of understanding in compliance with the Texas Education Code ("TEC"), Section 37.010 (c) and (d), whereby it is understood that no court may order an expelled student to attend CAP as a condition of probation or deferred adjudication--they would be assigned to the Juvenile Justice Alternative Education Program. However, each participating school district acknowledges the importance of working with the court system to accommodate student placements as the district deems appropriate. The Parties hereby initiate the following operating policy guidelines:

9.1 The daily administration of all aspects of the CAP including the Code of Conduct will be conducted by the Fiscal Agent under the direction of its Superintendent or the superintendent's designee. The program will serve all eligible grade-6-and-above students from participating Districts, with the understanding that grade 6 students shall be designated "secondary students" for purposes of CAP administration.

9.2 A student who is found to have engaged in conduct resulting in expulsion under TEC Section 37.007 as a discretionary placement is eligible to attend. A student who has been erroneously assigned to the GCJJAEP because their expulsion meets "discretionary" expulsion qualifications, not "mandatory", shall be reassigned to CAP and is eligible to attend. Students arrested and charged with a Title 5 felony violation, under Section 37.0081, may be assigned to the Galveston County JJAEP program at the expense of the sending district.as outlined in the Galveston County Juvenile Justice Alternative Education Program Memorandum of Understanding.

9.3 A student who is or was last enrolled in a school district whose administrative offices are located within Galveston County, and who currently resides in a participating Galveston County school district is eligible to attend, if also qualified as in 9.02 above.

9.4 The Coastal Alternative Program has facilities to educate a total of sixty (60) students. When all available space has been utilized, it will be the responsibility of the member ISDs to provide the educational services for their expelled students. Should space become an issue, slots shall be allocated in the CAP in priority order as listed below (also see section 9.11 of this Agreement):

1. Students expelled under TEC section 37.0081 (a); provided however that such expelled students shall not be enrolled for an original expulsion period less than 75 days.

2. Students expelled under TEC section 37.007 (b), (c), (f), or (i); provided however that such expelled students shall not be enrolled the last two weeks of CAP's Spring semester.

9.5 1. The Parties agree to comply with the following admission procedures:

a. The sending District shall notify the CAP Principal of a pending expulsion hearing in order to determine there is space available and to facilitate the student's transition into the CAP in the event the student is expelled. The District in which the student is or was last enrolled shall provide to the CAP Principal, a copy of the order of expulsion.

b. An expulsion order pursuant to TEC section 37.0081 shall include a statement regarding the specific determinations required under Section 37.0081 (a) (1) and (2).

c. A student who is required to register as a sex offender will only be served pursuant to the same provisions applicable to students expelled under TEC section 37.0081.

d. District shall provide notice no later than the second business day after the date a hearing is held pursuant to TEC Section 37.009, together with any other notice and information required under TEC Section 37.010 and Family Code Section 52.04.

e. A **discretionary** expelled student may attend the CAP providing space is available.

f. Accompanying the order of expulsion, the District in which the student is or was last enrolled shall provide to CAP Administration:

1) Parent contact information;
2) Expulsion letter signed by a district official authorized to expel students
3) Copy of student's Birth certificate;
4) Copy of student's social security card or assigned student PEIMS number
5) Student attendance records;
6) Students disciplinary records;
7) Transfer grades for each class;
8) State Assessment summary sheets;

9) Current year grade reports (including progress reports, report cards, etc.)
10) Current School transcript;
11) High School graduation plan;
12) Special programs information and appropriate records showing transfer to CAP-- including, but not limited to, 504, Special Education, and bilingual ESL;
13) Completed form "Notification to CAP"
14) Name, address, phone number, facsimile number, email address of person to whom attendance records are to be sent; and
15) Other or revised information as may be determined by the CAP administration and included on instructions to participating districts.

2. The sending district shall assign the student to a period of 75 or 85 days (special exception only with mutual agreement of sending District and the CAP Principal prior to issuance of the expulsion order). A CAP evaluation rubric shall allow for release prior to completion of 75 or 85 days, but most students may complete a minimum of 60% of the placement (excepting capacity concerns/problems).

   a. CAP will operate on the Santa Fe ISD school calendar, but if feasible, CAP will release the student at the end of the sending District's grading period. No student shall be accepted or released during the last two weeks of CAP's Fall and Spring semester. Completed expulsion packets must be received three weeks prior to the end of CAP's Fall and Spring semester. Expulsion packets received during the last two weeks of the Fall and Spring semester will be processed for the following semester.

   b. Students must attend orientation and begin attending CAP three weeks prior to the end of the Spring semester. The educational services for any student with an expulsion not enrolled three weeks prior to the end of the semester shall remain the responsibility of the sending district until the start of the next school year. Those students shall be housed at their district's DAEP the remainder of the year. The days at the DAEP will count towards the expulsion days.

   c. Students expelled prior to the week of state testing and during the week of state testing must test with the sending district.

   d. Testing holds are as follows:
   - Fall: December STAAR EOC retesting
   - Packets must be received one week prior to December retesting and students enrolled by Wednesday prior to testing.
   - Spring: STAAR/EOC testing
   - Packets must be received one week prior to Spring testing and

students enrolled by the Wednesday prior to testing.

- Students expelled during the TELPAS testing window must be completed with testing prior to CAP placement.

3. Prior to the completion of the student's placement in the CAP, the CAP Principal will coordinate with the campus of record to initiate the student's transfer back to his or her sending campus.

4. The CAP Principal will conduct an intake conference with the student and a parent or guardian to review all the CAP requirements and answer any questions during the intake process.

5. Each sending school district shall be responsible for transportation to and from the CAP for all regular program students as well as special education students. Student are not permitted to drive and park vehicles on site, therefore district provided/approved transportation is required. Daily attendance of expelled students assigned to CAP is required.

6. Adult students (i.e., students 18 years of age or older) will be served at the discretion of the CAP to the extent required by the Texas Education Code or, if applicable, federal laws regarding the education of special education students.

9.6 In the event the CAP Principal believes the CAP is unable to meet the needs of an expelled student, the CAP Principal may initiate the appeals process.

1. If a special education student is involved, the CAP Principal shall contact the sending school district, requesting that an ARD committee be convened to consider the appropriate placement of the student. If the sending district ARD committee determines that the CAP placement is appropriate, the sending district shall accept full financial responsibility for provision of appropriate services.

2. For other students, the appeals committee shall consist of three members including the Superintendent of the district serving as fiscal agent (or designee), the CAP Principal, and one Superintendent (or designee) from a participating district other than the sending district of the student in question. The appeals committee shall generally convene within five (5) business days to render a decision regarding the student's assignment to the CAP. The appeals committee reserves the authority to return the offending discretionary placement student to the sending district if it is determined that the CAP is unable to meet the student's needs.

9.7 The CAP shall have its own code of conduct (Code of Conduct)--based on the Code of Conduct of Dickinson ISD.

Based on the Texas Education Code, each District has developed its own criteria for discretionary expulsions which are accepted for purposes of this Agreement.

Please refer to the appropriate DISTRICT CODE OF CONDUCT for specifics on what behavior may result in placement at the CAP.

Each District shall provide the Fiscal Agent District with current copies of the respective code of conduct. In the event a District amends its existing code of conduct, the District shall, within three working days after voting the approval of an amendment, provide a copy of the code of conduct as amended to the CAP Principal. Each District's code of conduct shall be available for public inspection at the CAP site at all times that the school is open.

9.8 CAP Principal and staff shall regularly review the student's academic progress. Regularly scheduled progress reports and grade reports will be forwarded to parents. In the case of a high school student, the CAP Principal , with the student's parent or guardian, and home district, shall review the student's progress towards meeting high school graduation requirements and shall establish a specific graduation plan for the student.

Responsibility for tests as required by the Texas Education Agency (TEA) rests with the CAP Principal and the student's sending campus as outlined by the TEA Division of Testing and Accountability. Responsibility for any other type of assessment and identification of educational status and need rests with the sending District.

9.9 Identified special education students shall be provided required services (as in their IEP) with any additional cost over and above average cost of program services for all other participants borne by the sending District. Provision of related services and speech therapy is the responsibility of the sending District. Administration of the services for limited English proficient (LEP) student is the responsibility of the sending District. Responsibility for TELPAS observations will depend on the date the student begins the CAP. Details will be determined on an individual basis.

9.10 The Parties agree that the order to participate in the program and the CAP Code of Conduct shall be incorporated into each student's case prior to admission. No student shall be exempted from any requirement in those documents unless specifically modified by a special education IEP or section 504 Accommodation Plan. The Code of Conduct outlines staff expectations of students and proper disciplinary actions for violations.

9.11 Any student not a Priority 1 placement may be "bumped" from participation in CAP in reverse priority order. A student may be allowed to remain or exit the CAP setting once the student has completed their assigned days of placement because of the following reasons: sending district's holiday calendar varies from CAP calendar, state assessment calendar, completion of the semester , and completion of graduation requirements per sending district's requirements.

9.12 Placement of students with disabilities who receive special education services:

1. The placement of a student with a disability who receives special education

services may be made only by a duly constituted admission, review, and dismissal (ARD) committee.

2. Any disciplinary action regarding a student with a disability who receives special education services that would constitute a change in placement under federal law may only occur after a manifestation determination review (MDR) has been conducted by the student's ARD committee. Any disciplinary action regarding a student with a disability who receives special education services shall be determined in accordance with federal and state law and regulations in effect at the time of the action, including the provision of functional behavioral assessments, positive behavioral interventions, strategies, and supports; behavioral intervention plans; and the MDR, as applicable.

3. A student with a disability who receives special services may not be placed in CAP solely for educational purposes.

4. The District conducting an MDR to determine if a student's behavior is subject to expulsion shall, in accordance with applicable federal law, provide the principal of the CAP with reasonable notice of the meeting of the student's ARD committee to discuss the student's MDR. A representative of the CAP may participate in that meeting (or relevant staffing or ARD meetings) to the extent that the meeting relates to the student's placement in the CAP.

5. CAP will not schedule an orientation for an expelled special education student until an ARD committee establishes that the student may be disciplined for the behavior under review and a transfer ARD is completed.

6. Related services remain the responsibility of the sending District. CAP teachers will issue progress reports every three weeks as per the SFISD calendar, and will monitor progress of IEP goals every nine weeks.

7. If, after placement in the CAP, a teacher of the program or the CAP Principal has concerns that the student's educational or behavioral needs cannot be met in the CAP, the CAP Principal shall immediately provide written notice of those concerns to the sending District. (See section 9.06).

9.13 Placement of a student with a Section 504 Accommodation Plan.

1. A student who has qualified for an accommodation plan under Section 504 of the Rehabilitation Act of 1973 may be placed at CAP only after an MDR has determined that the misconduct is not caused by the student's need for accommodation, and the student can receive an appropriate education at the CAP.

2. Minutes of the meeting in which the above determinations are made, and the revised accommodation plan must be received by the CAP Principal prior to scheduling an orientation for the student.

9.14 Teachers assigned to the CAP, as instructional staff who have direct contact with students, shall submit to a criminal history record check and fingerprinting in accordance with 37 T.A.C. Section 348.4(d).following procedures in place for Dickinson ISD employees. Employment in the CAP is contingent upon the completion and return of acceptable results.

9.15 This Agreement consists of Funding Parameters, Interlocal Cooperation Agreement and Memorandum of Understanding for the Coastal Alternative Program. Any District financial obligation created hereunder is payable only and solely from current revenues appropriated by the respective District and available for the purpose described herein.

9.16 This Agreement is effective August 1, 2021 through August 31, 2022. The Parties shall use their best efforts to execute a renewal of the memorandum prior to August 1, 2022. In the absence of a revision this document shall remain in effect until such time as the Parties, through votes of their governing bodies, determine to void, modify or repeal the entire document or any portion thereof.

This Agreement is hereby **EXECUTED IN MULTIPLE ORIGINALS**, as authorized by the Dickinson ISD through its Board of Trustees on the_____day of _____, 2021; the County of Galveston by action of Commissioners' Court on the_____day of_____, 2021 and by each of the participating school districts by action on dates as indicated below, to be effective the 1st day of August, 2021.

GALVESTON COUNTY COMMISSIONER'S COURT

By:_____
Mark Henry, County Judge

DICKINSON INDEPENDENT SCHOOL DISTRICT
(As Fiscal Agent and as a Participating District)

By:_____

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

_____ By:_____

GALVESTON INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

_____ By:_____

SANTA FE INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

_____ By:_____

TEXAS CITY INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

_____ By:_____

HITCHCOCK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

_____ By:_____

Interlocal Cooperation Agreement and Memorandum of Understanding for the Provision of Educational Services for The Transforming Lives Cooperative Day Program (2021-2022)

This Agreement for Educational Services (Agreement) is made and entered into effective August 1, 2021, by, between and among the GALVESTON COUNTY JUVENILE PROBATION BOARD (Board) and each of the independent school districts participating in the Transforming Lives Cooperative Day Program (Districts).

1. RECITALS

1.01. The Board and the Districts are "local governments" and public education in the context contemplated herein is a "governmental function and service" as those terms are defined in the Interlocal Cooperation Act (the Act), codified as Chapter 791 of the Texas Government Code.

1.02. The Act authorizes any local government to contract or agree with another local government in accordance with the Act to perform governmental functions and services that each party to the contract is authorized to perform individually.

1.03. Pursuant to 152.0902, Human Resources Code, the Board controls and supervises each Galveston County facility (Facility) used for the detention facility located at 6101 Attwater Avenue, Texas City, Texas and is within the jurisdiction of DISD.

1.04. The Board has established a therapeutic day treatment program at the facility. The Districts, through their ADA reimbursement, and the Board, through its state grant, together will receive reimbursements from the state for 100% of the cost of the salaries paid to the instructional personnel assigned to the education program for youths in the Transforming Lives Cooperative Day Program (Program).

1.05. The Districts and the Board desire to provide an opportunity for youths under the jurisdiction of the juvenile courts to obtain teacher-directed instruction and assistance in course work including, but not limited to, reading, language arts, and mathematics (Educational Services).

1.06. The Districts and the Board concur that the educational component of the Transforming Lives Cooperative Day Program can be administered most efficiently at a centralized location within the geographic boundaries and education jurisdiction of the Dickinson Independent School District (DISD). The Parties desire to engage DISD to serve as Fiscal Agent for the Board and each of the Districts for the education of the students assigned to the Program.

1.07. As Fiscal Agent for education purposes, DISD shall function as agent for and on behalf of the Board and all the Districts. DISD shall administer the education program on a day-to-day basis in accordance with policies and procedures of the Transforming Lives Cooperative Day Program. Where such policies are silent, the Program shall be administered according to policies and procedures otherwise in effect within the DISD.

1.08. In addition to the educational services provided through the Program, the Parties are involved in providing educational services at the Jerry J. Esmond Juvenile Justice Center for youths in the Residential Detention Program, the Transforming Lives Cooperative Residential Program, and the Juvenile Justice Alternative Education Program (JJAEP). This Agreement does not address the operation of the Residential Detention Program, the Transforming Lives Cooperative Residential Program, or the JJAEP, which are governed by separate agreements.

2. TERM; TERMINATION

2.01. The term of this Agreement shall begin on the effective date of this Agreement, and end on July 31, 2022, unless sooner terminated as provided in this Agreement.

2.02. A Party may cancel this Agreement:

(1) for any reason or for no reason, by giving sixty (60) days notice in writing to the other Parties; or

(2) immediately upon delivery of written notification of termination, if the other Party (Parties) commits a material breach of this Agreement.

3. EDUCATIONAL SERVICES

3.01. Educational Services will be provided by DISD for youths in the Program, including special education students. Identified special education students shall be provided required services (as in their IEP) with any additional cost over and above average cost (of program services for all other participants) borne by the sending District. The sending District working in conjunction with the administrator of the Fiscal Agent shall mutually determine the method of service delivery. Programming of Educational Services shall comply with the requirements of the Texas Juvenile Justice Department and the rules and regulations pertaining to or regulating the provision of the Educational Services, including those now in effect or subsequently adopted.

3.02. Classes for the Program shall be conducted at the Jerry Esmond Juvenile Justice Center.

3.03. DISD shall provide for review of all available student education records and assessment records so that the appropriate educational services may be provided to youths in the Program. The Board shall assist DISD in obtaining the records in a timely manner. DISD shall communicate with the school District where a youth would ordinarily attend school if the youth was not under the jurisdiction of the juvenile courts (the "home school district") to:

(1) clarify any questions that arise with regard to the provision of the Educational Services; and

(2) facilitate re-entry to the home school district.

3.04. Prior to providing Educational Services to a special education or limited English proficient (LEP) student, DISD must receive proof of compliance with any requirements under state or federal laws or regulations concerning notice, due process, or parental consent. The Board shall obtain the necessary proofs of compliance.

3.05. Textbooks are to be provided at state expense through coordination with the state by DISD and the Board.

3.06. Galveston County, by and through its Commissioners Court, has budgeted from its general budget fund certain amounts for paper and copies, arts and crafts, and materials and supplies for the Program. Instructional personnel shall comply with Board procedures for the expenditures of these funds. DISD may supplement these funds for materials and supplies in its discretion but will not be reimbursed by Galveston County for supplemental expenses, if any, without prior express Galveston County approval.

3.07. The Board shall provide and maintain appropriate space for classroom instruction and office space for instructional personnel, including desks and other furniture. The Board is responsible for all utility expenses for the space.

3.08. The Board shall maintain a safe and secure environment for instructional personnel on duty at a facility and during student movement to and from classes. At least one Supervision Officer shall be assigned to be present in each classroom at all times that a student is attending the class. The Board shall designate additional Board personnel to provide support to instructional personnel should crisis intervention be required at the facility.

3.09. Instructional personnel shall cooperate with Board personnel in dealing with youth behavior and discipline matters. A teacher may request that a Supervision Officer remove a youth from a classroom if the youth is ill or the youth's behavior seriously disrupts the learning of others. Disciplinary measures for a youth removed in this manner from a classroom shall be handled in accordance with Board policy and procedures.

4. INSTRUCTIONAL PERSONNEL

4.01. DISD shall hire and assign instructional personnel to the Program as follows:

2 teachers (one half of salaries will be reimbursed by the Transforming Lives Cooperative Program)
1 Records Clerk Paraprofessional
1 Educational Records Secretary (one third of salary will be reimbursed by the Transforming Lives Cooperative Program)
1 special education teacher (one third of salary will be reimbursed by the Transforming Lives Cooperative Program)

Instructional personnel must meet DISD hiring requirements. At least one teacher assigned to the Program must be a certified teacher in accordance with certification requirements set forth by the Texas Education Agency (TEA). It is the intent of DISD and the Board that all teachers assigned to the program are certified teachers in accordance with certification requirements set forth by the TEA. The special education teacher will be

assigned to the Program as well as the Residential Detention Program, the Transforming Lives Cooperative Residential Program, and the JJAEP. Instructional personnel are the same as, and not in addition to nor cumulative of, the instructional personnel in the Residential Detention Program, the Transforming Lives Cooperative Residential Program, and the JJAEP. Likewise, salary reimbursement is not in addition to nor cumulative of any reimbursement provided for in the Residential Detention Program, the Transforming Lives Cooperative Residential Program, and the JJAEP. Copies of the teaching certificates and qualifications of the personnel shall be made available to the Board upon request.

4.02. Instructional personnel shall be the employees of DISD, subject to the supervision and personnel policies of DISD. DISD shall determine the salary and benefits for the instructional personnel. The salaries and benefits shall be at a rate comparable to other teachers and teachers' aides employed by DISD.

4.03. Instructional personnel are also subject to all policies and rules of the Board pertaining to the operation of a Facility. If the performance of a teacher or teacher's aide disrupts the efficient operation of a program at a Facility, the Board may request the transfer of that teacher or teacher's aide, and DISD shall comply with the request and assign a different DISD employee to the facility, so long as such reassignment or termination is consistent with DISD Board Policy DK(Legal) and DK(Local) and the DF series of policies.

4.04. Instructional personnel shall be provided for each regularly scheduled school day. In the event an assigned teacher is absent, DISD shall provide for a substitute teacher who meets the minimum requirements for substitutes in the district.

4.05. Instructional personnel shall comply with the continuing education requirements of DISD and shall attend inservice education and other selected activities that upgrade instructional competency and provide training on special needs of students under the jurisdiction of the juvenile courts. DISD, not Galveston County or the Board, shall bear the cost of teacher training and inservice education.

5. ON-SITE ADMINISTRATOR

5.01. The Board's Deputy Director – Special Programs, who is a County employee, shall serve as the on-site administrator for the instructional personnel. The on-site administrator is designated by the Board to act as its contact person with DISD for the administration of the Program. DISD's Alternative Education Coordinator is designated by DISD as its contact person for the Board in connection with the performance of this Agreement.

5.02. The on-site administrator shall:

(1) monitor the instructional personnel's performance of its duties, including attendance and punctuality;

(2) enforce facility rules applicable to instructional personnel; and

(3) confer with a member of the instructional staff or with the DISD Alternative Education Coordinator, as appropriate, if a member of the instructional personnel violates a rule or fails to meet expectations in an area.

6. RECORD KEEPING; DATA CONFIDENTIALITY

6.01. DISD, with the cooperation of the Board, shall maintain all enrollment, attendance, and other reports, records, and accounting required by TEA, the Texas Juvenile Justice Department, and other applicable state and federal agencies. DISD will make available to the Board records required to complete reports required by the Texas Juvenile Justice Department and other applicable state and federal agencies.

6.02. The Districts and the Board agree to abide by all applicable federal or state data privacy laws, rules, and regulations. The use or disclosure by any Party of confidential information concerning a youth eligible for or enrolled in a program for any purpose not directly connected with the administration of the programs is prohibited, except with the written consent of the youth, the youth's parent(s) or guardian, or the youth's attorney.

6.03. For purposes of accountability under Chapter 39 of the Texas Education Code and the Foundation School Program, a student enrolled in the Program shall be reported as if the student was enrolled at the student's home campus in the student's regularly assigned education program, including a special education program where applicable. The participating home District of each student shall cooperate fully in making such reports and accepting such accountability. All PEIMS reporting requirements for the students placed in the program shall remain the responsibility of the home District.

7. FUNDING AND REIMBURSEMENT PROCEDURES

7.01. The Districts shall apply for all available funding reimbursements for the expenses of the program, including, but not limited to, funds based on ADA and, if appropriate, special education funds. The Districts application for funding shall be made to TEA and to any other agency with funding available for either or both of the programs.

7.02. All funds received, from whatever source, for the benefit of students in the Program shall be applied directly to the cost of operation of the Program. Expenditures of allocated funds must be in compliance with TEA policy, DISD business office guidelines, and County budgetary policy.

7.03. Nothing herein shall burden the Fiscal Agent, Galveston County, the Board, or any other participating school District with the added expense necessary to address or accommodate any particular needs of special education, education of the handicapped, accommodation of disability, or other special requirements unique to a particular student. Such services, cost(s) and expense shall remain the responsibility of the home school District or the responsible home District in which the student is or was last regularly enrolled prior to court order.

7.04. As Fiscal Agent, DISD shall prepare the Program budget; shall disburse Program funds applicable to Education Services; shall be responsible for educational personnel serving the campus and Program; shall maintain all educational records applicable to the Program; shall correspond with assigned students' home districts with regard to status and ultimate disposition of each assigned student; and shall provide necessary curriculum

and other such responsibilities normally associated with the administration and provision of Education Services.

7.05. Upon completion of the school year, DISD shall submit to each participating school District the name of the student, PIEMS number, and the total number of attendance days at the Program. All ADA funding entitlements generated by the student's placement in the Program shall be forwarded to DISD.

7.06. At the end of the school year the Board shall pay DISD for DISD's cost for the instructional personnel's salaries, health insurance, and Medicare benefits that is not reimbursed through ADA or other funding attributable to students in the program.

7.07. DISD shall submit an invoice for the Program to the Board at the end of the school year, detailing the amount owing by the Board under this Agreement. Each invoice must include:

(1) the amount paid by DISD for each teacher and teacher's aide in salary, health insurance, and Medicare benefits;

(2) the number of student days, number of students, and other information used by DISD in determining its ADA;

(3) the amount of ADA reimbursement and other reimbursements, if any, received by DISD for that program; and

(4) the total amount due from the Board.

7.08. On receipt of the invoice, the Board shall attempt to promptly verify the amount due and process the necessary paperwork for payment. Payment will be sent to:

DISD
PO Box Z
Dickinson, TX 77539
Attn: Assistant Superintendent for Business Services

8. NOTICE

8.01. Any notice required or permitted between the Parties under this Agreement must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by facsimile as follows:

to the Board at:

Glen R. Watson, Director – Juvenile Justice Department
Jerry Esmond Juvenile Justice Center
6101 Attwater Avenue
Dickinson, TX 77539
Fax: (409) 770-5978

to DISD at:

Karla Voelkel, Superintendent
Dickinson Independent School District
P. O. Drawer Z
Dickinson, TX 77539
Fax: (281-229-6023

with a copy to:

Galveston County Judge
733 Moody, 2nd Floor
Galveston, TX 77550
Fax: (409) 770-5560

9. INDEPENDENT RELATIONSHIP

9.01. None of the provisions of the Agreement are intended to create, nor may be deemed to create, any relationship between the Board, the Districts, or Galveston County other than that of independent entities contracting with each other, or ratifying the agreement, solely for the purpose of effecting the provisions of this Agreement. In the performance of work, duties, and obligations under this Agreement, DISD is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered.

9.02. Nothing in this Agreement shall create any employer/employee or agency relationship among the Board, the Districts, or Galveston County. DISD instructional personnel are not entitled to any of the rights, privileges, or benefits of a County or Board employee, except as otherwise may be stated herein. County or Board employees are not entitled to any of the rights, privileges, or benefits of a DISD employee, except as otherwise may be stated herein.

10. ENTIRETY OF AGREEMENT AND MODIFICATION

10.01. This Agreement contains the entire agreement between the Parties relating to their rights and obligations under this Agreement. A prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement has no force or effect. A subsequent modification to this Agreement must be in writing, signed by the Party to be charged and expressly authorized by the governing body of the Party. An official representative, employee, or agent of Galveston County or the Board does not have authority to modify or amend this Agreement except pursuant to specific authority to do so granted by the Board.

11. SEVERABILITY; CONFORMITY WITH LEGAL LIMITATIONS

11.01. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

11.02. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and as so modified, this Agreement shall continue in full force and effect.

12. MISCELLANEOUS

12.01. This Agreement is subject to the appropriation of funds by Galveston County, acting by and through its Commissioners Court and the approval of the budget for the Juvenile Justice Department by the Board for the current or any upcoming fiscal year. Nothing in this Agreement may be deemed to be binding on a future juvenile board. The failure of the County to appropriate monies for the Board's obligations under this Agreement will automatically result in the termination of this Agreement.

12.02. This Agreement is not assignable by either Party without the prior written consent of the other Party.

12.03. This Agreement is subject to all legal requirements provided by county, state, or federal statutes, rules, and regulations.

12.04. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall be exclusively in Galveston County.

12.05. Unless the context requires otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art.

12.06. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise. Words of one gender include both genders.

12.07. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

The Rest of this Page is Intentionally Left Blank

EXECUTED IN MULTIPLE ORIGINALS, as authorized by action of the Galveston County Juvenile Probation Board on the _____ day of _____, 2021, by action of the Dickinson Independent School District Board of Trustees on the _____ day of _____, 2021, and by each of the other participating school districts by action on the dates indicated below, to be effective the first day of August, 2021.

GALVESTON COUNTY JUVENILE BOARD

By: _____

DICKINSON INDEPENDENT SCHOOL DISTRICT

(as Fiscal Agent and as a Participating District)

By: _____

CLEAR CREEK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

_____ By: _____

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

_____ By: _____

GALVESTON INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

_____ By: _____

HIGH ISLAND INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

_____ By: _____

HITCHCOCK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

_____ By: _____

SANTA FE INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

_____ By: _____

TEXAS CITY INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

_____ By: _____

Action Sheet

MEETING DATE: **July 21, 2021**

AGENDA ITEM: **Discuss and approve resolution for the inclusion of text in CB (LOCAL) to comply with State and Federal Revenue Resources.**

TEA notified school districts of the opportunity to apply for their allocation of the Elementary and Secondary School Emergency Relief III (ESSER III) Fund. In the ESSER Guidance, districts are required to develop local board policy to address how the district will provide the required public notice regarding federal grants and awards. The attached resolution addresses the text that will be included in CB (LOCAL) in order to be in compliance.

RECOMMENDATION: **I move that the Board approve the resolution to include text in policy CB (LOCAL) to comply with State and Federal Revenue Resources.**

Jerry Gibson

Dr. Jerry Gibson
Superintendent

Resolution of the Board Regarding ESSER III and Policy CB(LOCAL), State and Federal Revenue Sources

WHEREAS, on April 28, 2021, TEA notified school districts of the opportunity to apply for their allocation of the Elementary and Secondary School Emergency Relief III (ESSER III) Fund, which should be used to respond to the pandemic and to address student learning loss as a result of COVID-19;

WHEREAS, TEA published guidance regarding how these funds can be used and local compliance requirements school districts must follow, including a recommendation that districts develop local board policy to address how the district will provide the required public notice regarding federal grants and awards for consistency;

WHEREAS, Texas Education Code 11.151 gives the Board of Trustees the exclusive power and duty to govern and oversee the management of the public schools of the District; and

WHEREAS, the Board finds that a need exists to adjust local policy provisions to address public notice for federal grants and awards and approval of required grant plans;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Galveston Independent School District adopts the following text for inclusion at CB(LOCAL), State and Federal Revenue Sources:

- The District shall provide public notice of federal grant applications through an information item at a Board meeting and by publishing information on the District's website. The District shall make available opportunities for public input as required by law or the granting agency.
- Approval of required grant and award plans shall be by the Superintendent.
- The change to CB(LOCAL) is effective based on the adoption date of this resolution.

Adopted this **4th** day of **August**, **2021** by the Board of Trustees.

_____

Presiding Officer

_____

Secretary

Action Sheet

MEETING DATE: August 4, 2021

AGENDA ITEM: Discuss and consider awarding RFP# 2019-03, Grant Evaluation Services, to Third Coast R&D, Inc. and Wexford, Inc. for twelve months starting September 1, 2021 with no additional years, not to exceed $300,000.00 annually.

Proposals for Grant Evaluation Services were received on June 27, 2019. These services are to provide external grant evaluations for GISD, pursuant to the requirements set forth by the grant funding agencies. Because the grant opportunities cover a myriad of disciplines and subjects, the Administration proposes to utilize two firms. The Administration then will award an individual contract for each grant based upon the focus of each specific grant to one of these two firms. The Administration will make the decision as to which firm by aligning the grant requirements that most closely match the firm's expertise and availability. Both firms have exemplary qualifications and have worked in various capacities in the past with GISD. The fees for contracts will not exceed $300,000.00. Services will be funded with grant funds.

RECOMMENDATION: I move that the Board approve the RFP #2019-03 Grant Evaluation Services, and approval of contracts with the vendors presented, for twelve months starting September 1, 2021 through August 31, 2022, not to exceed $300,000.00 annually.

Jerry Gibson,
Superintendent

Annette Scott,
Assistant Superintendent

Action Sheet

MEETING DATE: **August 4, 2021**

AGENDA ITEM: Public Funds Investment Act Annual Compliance

The Public Funds Investment Act (PFIA), Chapter 2256 of the Texas Government Code, requires the District to do the following things annually:

1. Review its investment policy and strategies and adopt a written instrument stating this was done and describing any changes that have been made. Therefore, CDA Legal and Local are attached for your review. There have been no changes to these policies since last year, nor have there been any changes to the District's investment strategies.
2. Approve independent sources of training on the PFIA for the investment officers.
3. Adopt a list of qualified brokers that are authorized to engage in investment transactions with the District. Investment pools are not required to be approved; however, they have been included for your information.
4. Designate investment officers. Authority granted to a person to invest the District's funds is effective until rescinded by the District or until termination of the person's employment by the District, or until the expiration of the contract with the District. Connie Morgenroth is currently designated as the District Investment Officer and continues to hold a current PFIA certificate. Designate April Pinkham as an additional District Investment Officer. April Pinkham also holds a current PFIA certificate.

RECOMMENDATION: I recommend that the Board adopt the attached Resolution stating the investment policy and strategies have been reviewed with no changes, approving the list of independent training providers and the qualified broker list, and designating Connie Morgenroth, Assistant Superintendent of Business and Operations, and April Pinkham, Director of Finance, as the District investment officers, to be in compliance with the Public Funds Investment Act.

Jerry Gibson

Dr. Jerry Gibson
Superintendent

Connie Morgenroth

Connie Morgenroth
Asst. Superintendent of Business and Operations

RESOLUTION

OF THE BOARD OF TRUSTEES
GALVESTON INDEPENDENT SCHOOL DISTRICT

WHEREAS, the governing body of Galveston Independent School District is required annually to review its investment policy and strategies, approve independent sources of training, adopt a list of qualified brokers that are authorized to engage in investment transactions with the District, and designate investment officers,

WHEREAS, said review was conducted at a Regular Meeting held on August 4, 2021.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Galveston Independent School District hereby re-adopts its investment policy and strategies as outlined in CDA (LEGAL) and CDA (LOCAL), without change.

BE IT FURTHER RESOLVED that the following organizations are approved as independent sources of training on the PFIA:

- Texas Association of Schools Boards (TASB)
- Texas Association of School Administrators (TASA)
- Texas Association of School Business Officials (TASBO)
- PFM Asset Management, LLC
- TexPool
- Texas Society of CPA's
- Texas State Board of Public Accountancy
- All Texas Public Universities
- Government Treasurer's Organization of Texas
- All Texas Regional Service Centers
- Various other TASBO affiliates (such as HCDE)

BE IT FURTHER RESOLVED that until further amended, modified, or changed, the following entities are authorized to engage in investment transactions with the District:

- Moody National Bank
- Texas CLASS Investment Pool
- TexasTERM Investment Pool
- TexPool Investment Pool
- Texas Fit Income Trust Pool

BE IT FURTHER RESOLVED that Connie Morgenroth, the Assistant Superintendent for Business & Operations and April Pinkham, Director of Finance of the Galveston Independent School District shall serve as the designated investment officers of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures;

IN WITNESS WHEREOF, the undersigned have executed this Resolution at a meeting held on the 4th day of August, 2021.

_____
Anthony Brown, President
Galveston ISD Board of Trustees

_____
, Secretary
Galveston ISD Board of Trustees

Action Sheet

MEETING DATE: **August 4, 2021**

AGENDA ITEM: Discuss and consider purchasing Learning A-Z, which includes additional licenses along with a twelve-month contract starting 10/1/2021 with no additional years, not to exceed $55,000.00 annually.

Learning A-Z is a comprehensive software designed to engage and expand literacy learning for our kindergarten through 4th grade elementary students. The software houses 3 separate programs and resources for classroom and student use. Reading A-Z is a program designed to differentiate student reading in and outside of the classroom. Raz-Kids is a reading and writing resource combined with interactive tools and response quiz questions. Vocabulary A-Z helps our students build vocabulary, spelling, and phonics skills while also focusing on reading comprehension.

The district is looking to increase the number of licenses due to the increase in instructional and support staff at the elementary schools. Learning A-Z will also be using ESSER funds instead of IMA due to the decrease in state funding in our IMA budget.

RECOMMENDATION: **I move that the Board of Trustees approve the purchase of additional licenses and a 12-month contract with Learning A-Z, not to exceed $55,000.00 annually.**

Jerry Gibson
Superintendent

Annette Scott
Assistant Superintendent

Learning A-Z License Quote

Date: 06/15/21

Eric Mueller
Galveston Independent School District
3404 Avenue T
Galveston, TX 77550

409-761-3947
ericmueller@gisd.org

Thank you for requesting a quote from Learning A-Z, Eric Mueller!
Your username is emueller20
Your reference number is 9165953.
Please include this reference number on your purchase order.

Products	Type	License Terms	List Price	Discounts	Final Cost	Add 1 Year	Add 2 Years
ReadingA-Z.com	Renew	**150** classrooms, **1** year	$17,700.00	-$1550.76	$16,149.24	$32,298.48	$48,447.72
ReadingA-Z.com	Expand	**25** classrooms, **Start:** 07/12/21 **End:** 10/01/21	$737.50	-$62.50	$675.00	$675.00	$675.00
Raz-Kids.com	Renew	**150** classrooms, **1** year	$17,700.00	-$1500.00	$16,200.00	$32,400.00	$48,600.00
Raz-Kids.com	Expand	**25** classrooms, **Start:** 07/12/21 **End:** 10/01/21	$737.50	-$115.25	$622.25	$622.25	$622.25
VocabularyA-Z.com	Renew	**150** classrooms, **1** year	$16,200.00	-$502.75	$15,697.25	$31,394.50	$47,091.75
VocabularyA-Z.com	Expand	**25** classrooms, **Start:** 07/12/21 **End:** 10/01/21	$675.00	-$18.75	$656.25	$656.25	$656.25
Complimentary Program Orientation Onsite	Training	**2** sessions	$5,000.00	-$5000.00	--	--	--

Complimentary Program Orientation Webinar	Training	**3** sessions	$600.00	-$600.00	--	--	--

	Final Cost	Add 1 Year	Add 2 Years
Discount Amount:	**($3,750.01)**	**($7,303.52)**	**($10,857.03)**
Sales Tax:	**$0.00**	**$0.00***	**$0.00***
YOUR TOTAL COST:	**$49,999.99**	**$98,046.48***	**$146,092.97***

Approved By: Lori Todd on 06/22/2021

(*) Taxes (if applicable) to be calculated at time of purchase.

All prices are in U.S. dollars.

This quote is valid until 12/31/21.

Quoted prices are based on specified quantities and terms.
Please contact your representative for adjustments.

Prepared by: English Jackson and Sarah Lee Bradford

1840 East River Road, Suite 320
Tucson, AZ, 85718
phone: 832.517.1987 | 520.618.3865
fax: 520.618.3728 | 520.999.3775
english.jackson@learninga-z.com | Sarah.Lee@learninga-z.com

If you are paying by purchase order, your PO must have:

1. PO number
2. Learning A-Z as the vendor
3. Bill To information
4. The product(s) being purchased
5. Total dollar amount
6. If your PO has a signature line, it must be signed
7. Include a Learning A-Z quote matching your purchase order

Learning A-Z License Agreement

Licenses grant registered classrooms only permission to use materials on the designated website(s) during the terms of the license. Sharing user information or materials with non-registered classrooms is not authorized.

Please review our terms and conditions carefully before activating your account.

https://help.learninga-z.com/article/Terms-of-Service

Thank you for your business!

Action Sheet

MEETING DATE: **August 4, 2021**

AGENDA ITEM: **Discuss and consider approval for professional services from Kickstart Kids during the 2021-2022 school year in an amount not to exceed $65,000 to be funded using Title funds.**

Request for Proposals were received August 9, 2019 for RFP 2019-07, Martial Arts and Character Development Program.

Kickstart Kids is a non-profit organization with a mission to build strong moral character in youth through martial arts. The program provides students the opportunity to develop discipline through physical and mental conditioning. Kickstart Kids will serve 130-150 students daily at Central Middle School. The Kickstart Program has been at Central for over twenty years. Title I funding will be used to pay the contract.

This is a one year contract renewal for year three of three.

RECOMMENDATION: **I move that the Board of Trustees approve the RFP# 2019-07 contract with Kickstart Kids during the 2021-2022 school year for year three of three in an amount not to exceed $65,000 to be funded using Title I funds.**

Dr. Jerry Gibson
Superintendent

Dr. Annette Scott
Assistant Superintendent for Student Support

Action Sheet

MEETING DATE: **August 4, 2021**

AGENDA ITEM: Discuss and consider an Order Calling Regular Single Member School Board Trustee Election for Districts 1A, 3C and 4D on November 2, 2021.

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RECOMMENDATION: **I move that the Board of Trustees approve an Order Calling Regular Single Member School Board Trustee Election for Districts 1A, 3C and 4D on November 2, 2021.**

Jerry Gibson
Superintendent

ORDER CALLING REGULAR ELECTION
(2020)

WHEREAS by virtue of the order of the Court in Theasel Henderson, et al v. Galveston Independent School District, et al, being CA No. G-94-144 on the docket of the United States District Court for the Southern District of Texas (Galveston Division), Galveston Independent School District (hereinafter "District") is required to hold General Elections from time to time to elect trustees from the Single-Member Trustee Districts as the terms of Trustees expire; and

WHEREAS a General Election (hereinafter "Election") will be held within the District to elect school trustees from Single-Member Trustee Districts **1A**, **3C** and **4D**; and

WHEREAS the territory comprising Single-Member Trustee Districts **1A**, **3C** and **4D** is set forth on the maps attached as **Exhibits A and B** to this Order Calling Regular Election (the "Order"); and

WHEREAS the District Board of Trustees is authorized to call the Election and establish procedures for its conduct.

IT IS, THEREFORE, ORDERED BY THE BOARD OF TRUSTEES OF GALVESTON INDEPENDENT SCHOOL DISTRICT AS FOLLOWS:

1. **Date of Election in Single-Member Trustee Districts 1A, 3C and 4D.** An election shall be held in the District on **November 2, 2021**, for the purpose of electing persons to serve on the Board from Single-Member Trustee Districts **1A**, **3C** and **4D**, and trustees to serve until the first Tuesday in November **2024**, or until their successors are elected and qualify for office.

Said Election date is seventy-one (71) or more days from the date of the adoption of this Order. The Election shall be solely in the territory of Single-Member Trustee Districts **1A**, **3C** and **4D** of the District at which all resident, qualified electors of Single-Member Trustee Districts **1A**, **3C** and **4D** shall be entitled to vote for candidates for the position of school board trustee to serve on the Board of the District. The hours during which the polling places are to be open on Election Day at the Election shall be 7 o'clock a.m. to 7 o'clock p.m.

2. **Election by Single-Member Trustee District.** The candidates for election shall be voted upon and elected separately from the respective territories of Single-Member Trustee Districts **1A**, **3C** and **4D**. The names of such qualified and eligible candidates shall be placed on the official ballot as a candidate for the respective Single-Member Trustee District in which applications are received.

3. **Conduct of Election and Appointment of Officials.** The Election shall be conducted in accordance with the contract for election services between the District and Galveston County for the **November 2, 2021** election and shall comply with the Texas Education Code, the Texas Election Code, and the Constitution and laws of the State of Texas and the United States of America.

4. **Voting Precincts.** Except as otherwise provided herein, the presently existing boundaries and territory of the respective and currently effective Galveston County Election Precincts that are wholly or partially within the territorial boundaries of Single-Member Trustee Districts **1A**, **3C** and **4D** are hereby designated as the voting precincts of the District for the Election. The precinct numbers for the District's election precincts shall be the corresponding Galveston County Election number for each precinct.

5. **Election Day Polling Places.** The Election Day polling places for each respective voting precinct or combined precinct that is wholly or partially within the territory of Single-Member Trustee Districts **1A**, **3C** and **4D** will be determined by the County.

6. **Election Information in Spanish.** The Superintendent and other election officers appointed by the Board are responsible for the preparation, publication, and posting of all required notices, instructions, and orders pertaining to the Election and shall cause each such document to be translated into and furnished to voters in both the English language and the Spanish language in order to aid and assist voters speaking Spanish as a primary or an alternative language to properly participate in the election process. All requirements for providing voter assistance to Spanish speaking voters shall be the responsibility of the election officials of Galveston County pursuant to the election services contract between the District and Galveston County.

7. **Approval of Appointment Agent.** The Secretary to the Board has appointed Amedia Bly, an employee of the District, as the Secretary's Agent ("Agent") to perform the duties of secretary related to the conduct and maintenance of records of the Election as required under the Texas Election Code as specified in the letter of appointment. In particular, the Agent shall provide applications for candidates, accept applications from candidates for a place on the ballot, and determine the order in which names will appear on the ballot for the trustee positions, and accept and maintain records regarding campaign expenditures that may be filed with the District. The Agent is authorized to designate staff in the District to perform any or all of the various responsibilities of the Board's Agent. The Agent shall maintain an office for election duties for at least three (3) hours each day, during regular business hours, on regular business days during the candidate filing period.

8. **Maintain Documents and Post Notices.** To the extent set out in the contract for services between the District and Galveston County for the **November 2, 2021** election,[1] the Agent shall maintain the documents, records and other items relating to the Election and shall be the Agent designated to receive documents on behalf of the District relating to the Election that are required by the Texas Education Code. The Agent shall post notice of the location and hours of her office as required by the Texas Election Code.

9. **Application to be Placed on Ballot.** Applications for a place on the ballot shall be filed with the Agent no earlier than **July 17, 2021**, the thirtieth (30th) day prior to the deadline for filing, and no later than 5:00 p.m. on the seventy-first (71st) day before the election, to-wit: **August 16, 2021**. No candidate shall be eligible to have his or her name placed on the official ballot for election from more than one Single-Member Trustee District.

[1] GISD approved a Joint Election Services Agreement with Galveston County at an earlier date.

10. **Candidates.** Each applicant for a place on the Ballot shall specify the Single-Member Trustee District for which said applicant is a candidate. Candidates must be a resident of the Single-Member Trustee District in order to become a candidate for election from such district.

11. **Early Voting By Mail.** Ballot applications and ballots by mail shall be addressed to the District's Early Voting Clerk at the address indicated immediately below.

Dwight D. Sullivan, Galveston County Clerk
P.O. Box 17253
Galveston, Texas 77552-7253

if mailing by common contract carrier:

Dwight D. Sullivan, Galveston County Clerk
600 59th Street, Suite 2001
Galveston, Texas 77551-4180

Tuesday, **November 9, 2021**, is the last day to receive ballots from voters casting ballots from outside of the United States.

12. **Early Voting Clerk.** The Early Voting Clerk for all purposes shall be Dwight D. Sullivan, Galveston County Clerk. As the District is holding a joint election with Galveston County, the County Commissioners Court shall appoint such deputy early voting clerks as may be necessary to staff the Main Early Voting Polling Places and each Temporary Branch Polling Place established under this Order.

13. **Early Voting Places.** Early Voting will be conducted during the following dates and times:

Monday, October 18, 2021 through Friday, October 22, 2021 from 7 a.m. – 7 p.m.
Monday, October 25, 2021 through Friday, October 29, 2021 from 7 a.m. – 7 p.m.

The main early voting polling place will be the Galveston County Justice Center located at 600 59th Street, Galveston, Texas. Additional Early Voting will be conducted at locations determined by the County.

14. **Requesting Early Voting Ballots.** The first day for accepting regular applications for early voting ballots to be voted by mail was **January 1, 2021**, and the last day for receiving applications for early ballots to be voted by mail shall be **October 4, 2021**, at the close of the regular business day.

15. **Notice of Election.** Notice of Election shall be published one time in the English and Spanish languages, in a newspaper published within the District's territory at least 10 days and no more than 30 days before the Election and as otherwise may be required by the Texas

Election Code. Notice of Election shall also be posted on the bulletin board used by the Board to post notices of the Board's meetings no later than the twenty-first (21st) day before the Election.

16. **Canvassing of Returns: Declaring Results.** The duly appointed election officials shall make a written return of the Election results to the District in accordance with the provisions of the contract for election services between the District and Galveston County for the **November 2, 2021** election. The Board shall canvass the returns and declare the results of the Election not earlier than the eighth (8th) day or later than the fourteenth (14th) day after the Election Day.

17. **Authorization to Execute.** The President of the Board is authorized to execute and the Secretary of the Board is authorized to attest this Order on behalf of the Board; and the President of the Board is authorized to do all other things legal and necessary in connection with the holding and consummation of the Election.

18. **Effective Date.** This Order is effective immediately upon its passage and approval.

PASSED AND APPROVED the _____ day of _____, 2021.

_____
Mr. Anthony Brown, President
Galveston ISD Board of Trustees

ATTEST:

_____
_____, Secretary
Galveston ISD Board of Trustees

ORDEN LLAMAR ELECCIÓN REGULAR
(2020)

"MIENTRAS QUE en virtud de la orden del Corte en Theasel Henderson, et al. El Distrito Escolar de Galveston, et al, siendo CA el No G-94-144 en la etiqueta del Distrito Corte de los Estados Unidos para el Distrito del Sur de Texas (División de Galveston), se requiere que el Distrito Escolar de Galveston (en adelante "Distrito") sostenga Elecciones Generales de vez en cuando para elegir síndicos escolares de los Distritos de Miembro-solo como los términos de los Síndicos terminan; y

MIENTRAS QUE una Elección General (más adelante "Elección") serán sostenidas dentro del Distrito para elegir a síndicos escolares de Distritos de Miembro-Solo **1A**, **3C** y **4D**; y

MIENTRAS QUE el territorio compromiso con Distritos de Síndicos de Miembro-solo **1A**, **3C** y **4D** es puesto adelante en los mapas atados como **Objetos expuestos A y B** a este Orden Llamando la Elección Regular ("la Orden"); y

MIENTRAS QUE se autoriza que la Mesa Directiva llame la Elección y establezca procedimientos para su conducta.

ES, POR LO TANTO, PEDIDO POR LA MESA DIRECTIVA DEL DISTRITO ESCOLAR DE GALVESTON COMO SIGUE:

1. **Fecha de Elección en Distritos de Síndico Miembro-solo 1A**, **3C** y **4D.** Una elección será sostenida en el Distrito el **2 de noviembre de 2021**, para el propósito de elegir personas para servir en la Mesa Directiva de Distritos Miembro-solo **1A**, **3C** y **4D**, y síndicos servir hasta el primer martes en noviembre de **2024**, o hasta que sus sucesores sean elegidos y califican para la oficina.

La fecha de Elección Dicha es setenta y uno (71) o más días de la fecha de la adopción de esta Orden. La Elección estará únicamente en el territorio de Distritos de Miembro-**1A**, **3C** y **4D** del Distrito en cual todo residente, los electores calificados de Distritos de Miembro-solo **1A**, **3C** y **4D** tendrán derecho a votar a favor de candidatos por la posición del síndico escolar de la mesa para servir en la Mesa Directiva del Distrito. Las horas durante cuales sitios para votar estarán abiertos para la Elección será de 7 a.m. de la mañana hasta las 7 p.m. de la tarde.

2. **Elección por Distrito de Síndico de Miembro-solo.** Los candidatos para la elección serán votados sobre y decididos por separado de los territorios respectivos de Distritos de Síndico de Miembro-solo **1A**, **3C** y **4D**. El nombre de tales candidatos calificados y elegibles será colocado en la votación oficial como un candidato por el Distrito de Síndico de Miembro-solo respectivo en el cual las aplicaciones son recibidas.

3. **Conducta de Elección y Puesto de Oficiales.** La Elección será conducida de acuerdo con el contrato para servicios de elección entre el Distrito y Condado de Galveston para la elección del **2 de noviembre de 2021** y cumplirá con el Código de Educación de Texas, el Código de Elección de Texas, y la Constitución y leyes del Estado de Texas y los Estados Unidos de América.

4. **Votación de Alrededores.** Excepto como por otra parte proporcionado aquí, los límites actualmente existentes y el territorio de los Alrededores de Elección de Condado de Galveston respectivos y actualmente eficaces que son totalmente o parcialmente dentro de los límites territoriales de Distritos de Síndico de Miembro-solo **1A**, **3C** y **4D** son por este medio designados como los alrededores votadores del Distrito para la Elección. Los números de recinto para los alrededores de elección del Distrito serán la correspondencia número de Elección de Condado de Galveston para cada recinto.

5. **Sitios de Votar en el Día de las Elecciones.** Los sitios de votar en el Día de las Elecciones para cada recinto de votación respectivo o recinto combinado que es totalmente o parcialmente dentro del territorio de Distritos de Síndicos de Miembro-solo **1A**, **3C** y **4D** será determinado por el Condado.

6. **Información de Elección en Español.** El Superintendente y otros oficiales de elección designados por la Mesa Directiva son responsables de la preparación, publicación y fijación de todos los avisos requeridos, instrucciones, y ordenes que pertenecen a la Elección y hará que cada tal documento sea traducido en y dispuesto a votantes tanto en Ingles como en Español a fin de ayudar y asistir a votantes que el español como un primaria o una lengua alternativa a participar correctamente en el proceso de elección. Todos los requisitos para proporcionar ayuda al votante que habla español serán la responsabilidad de los oficiales de elección del Condado de Galveston conforme al contrato de servicios de la elección entre el Distrito y el Condado de Galveston.

7. **Aprobación de Agente de Cita.** El Secretario al Mesa Directiva ha designado a Amedia Bly, un empleado del Distrito, como el Agente del Secretario ("Agente") para hacer los deberes de secretario relacionado con la conducta y el mantenimiento de archivos de la Elección tal requerida bajo el Código de Elección de Texas como especificado en la carta de cita. En particular, el Agente proporcionará aplicaciones para candidatos, aceptará aplicaciones de candidatos por un lugar en la votación, determinará la orden en la cual los nombres de aparecerán en la votación para las posiciones de síndicos, y aceptara y mantendrá archivos en cuanto a gastos de campaña que pueden ser archivados con el Distrito. El Agente está autorizado a designar el personal en el Distrito para realizar algunas o todas de varias responsabilidades del Agente del Bordo. El Agente mantendrá una oficina para deberes de elección durante al menos tres (3) horas cada día, durante horas de oficina regulares, en días regulares durante el candidato que archiva el período.

8. **Mantener Documentos y poner Avisos.** Al grado dispuesto en el contrato para servicios entre el Distrito y el Condado de Galveston para la elección del **2 de noviembre de 2021**, [1] el Agente mantendrá los documentos, archivos y otros artículos acerca de la Elección y será el Agente designado para recibir documentos de parte del Distrito acerca de la Elección que son requeridos por el Código de Educación de Texas. El Agente pondrá el aviso del lugar y las horas de su oficina como requerido por el Código de Elección de Texas.

9. **Aplicación para ser Colocada en Votación.** Las aplicaciones para un lugar en la votación serán archivadas con el Agente no antes que el **17 de julio de 2021**, treinta (30) días antes de la fecha límite para archivar o no más tarde que a las 5:00 p.m. en el día setenta y uno (el 71) de la elección a ingenio: el **16 de agosto de 2021**. Ningún candidato será elegible para que su nombre aparezca en la boleta oficial para la elección de más de un Distrito Sindico de un solo miembro.

10. **Candidatos.** Cada candidato para un lugar en la Votación especificará el Distrito de Síndico de Miembro-solo para el cual dicho candidato es un candidato. Los candidatos deben ser un residente del Distrito de Síndico de Miembro-solo a fin de ser un candidato por la elección de tal distrito.

11. **Temprano Votación Por Correo.** Las aplicaciones de votación y las votaciones por el correo serán dirigidas al Oficinista de Votación Temprano del Distrito en la dirección indicada inmediatamente abajo.

Dwight D. Sullivan, Galveston County Clerk
P.O. Box 17253
Galveston, Texas 77552-7253

si enviando por portador de contrato común, por favor envíe a:

Dwight D. Sullivan, Galveston County Clerk
600 59th Street, Suite 2001
Galveston, Texas 77551-4180

El martes, **9 de noviembre de 2021**, es el último día de recibir anterior votaciones desde fuera de los Estados Unidos.

[1] GISD aprobará un Acuerdo de Servicios de Elección Conjunto con el Condado Galveston una fecha más tarde.

12. **Oficinista de Votación Temprano.** El Oficinista de Votación Temprano para todos los objetivos será Dwight D. Sullivan, el Oficinista de Condado de Galveston (Galveston County Clerk). Cuando el Distrito sostiene una elección conjunta con el Condado de Galveston, los Comisarios de Condado el Tribunal designará que tal diputado de oficinistas de votación tempranos como puede ser necesario para proveer de personal la Votación Temprana Principal que Vota Sitios y cada Rama Temporal que Vota el Lugar establecido conforme a esta Orden.

13. **Sitios de Votación Temprano.** La Votación Temprana será conducida durante las fechas y horarios en los lugares:

Lunes, 18 de octubre del 2021 hasta viernes, 22 de octubre del 2021, de 7 a.m. – 7 p.m.
Lunes, 25 de octubre del 2021 hasta viernes, 29 de octubre del 2021 de 7 a.m. – 7 p.m.

El mayor lugar de votación temprana será el Galveston County Justice Center localizado en 600 59th Street, Galveston, Texas. La Votación Temprana Adicional será determinado por el Condado.

14. **Solicitación de Votaciones de Votación Tempranas.** El primer día para aceptar temprano votaciones para ser votadas por el correo fue el **1 de enero de 2021**, y el día último día para recibir temprano votaciones para ser votadas por el correo será el **4 de octubre de 2021**, en el fin de día regular de negocio.

15. **Aviso de Elección.** El aviso de la Elección será publicado un vez en Ingles y en Español, en un periódico publicado dentro del territorio del Distrito al menos 10 días y no más que 30 días antes la Elección y como por otra parte puede ser requerida por el Código de Elección de Texas. El aviso de la Elección también será puesto en el tablón de anuncios usado por la Mesa Directiva para avisos de las juntas de la Mesa Directiva no más tarde que día veintiuno (el 21) antes de la Elección.

16. **Sondeo de Vueltas: Declaración de Resultados.** Los funcionarios de elección debidamente designados harán una vuelta escrita de los resultados de Elección al Distrito de acuerdo con las provisiones del contrato para servicios de elección entre el Distrito y el Condado de Galveston para la elección del **2 de noviembre de 2021**. La Mesa Directiva sondeará las vueltas y declarará los resultados de la Elección no antes que el octavo día (8) o mas tarde que el catorce (14º) después del día después del Día de las Elecciones.

17. **Autorización de Ejecutar.** El presidente de la Mesa Directiva está autorizado a ejecutar y el Secretario de la Mesa Directiva está autorizado a certificar esta Orden de parte

de la Mesa Directiva; y el presidente de la Mesa Directiva está autorizado a hacer todas otras cosas legales y necesarias en relación a la posesión y la consumación de la Elección.

18. **Fecha Efectiva.** Esta Orden es efectiva inmediatamente después de su paso y aprobación.

PASADO Y APROBADO el día _____ de _____, 2021.

_____
Mr. Anthony Brown, Presidente
Galveston ISD Mesa Directiva

DÉ TESTIMONIO:

_____
_____, Secretaria
Galveston ISD Mesa Directiva

Action Sheet

MEETING DATE: **August 4, 2021**

AGENDA ITEM: Discuss and consider approving Galveston Independent School District interlocal cooperative purchasing agreement with New Caney Independent School District for the 2021- 2022 school year.

Galveston Independent School District Child Nutrition Department has been a member of the Santa Fe ISD interlocal cooperative purchasing (SPA- School Purchase Alliance) as a founding member since November, 2012. The same interlocal Cooperative purchasing will remain except New Caney ISD will become the fiduciary district. Child Nutrition purchases milk, bread, ice cream, produce and groceries through the SPA Cooperative. The change from Santa Fe ISD to New Caney ISD took effect January 2019.

RECOMMENDATION: **I move that the Board approve the resolution authorizing and approving Galveston Independent School District interlocal cooperative purchasing agreement with New Caney Independent School District.**

Jerry Gibson
Superintendent

Connie Morgenroth
Connie Morgenroth,
Assistant Superintendent of Business and Operations

Choice Partners Cooperative
2021-2022 PARTICIPATION AGREEMENT

Galveston ISD, commits to participating in the below selected Food/Cafeteria Related Contracts with Choice Partners Cooperative for the **2021-2022 school year.**

1. Choice Partners (CP) formally procures these RFPs on behalf of all participating Co-op members.
2. CP contracts may only be used by governmental entities and/or nonprofit organizations.
3. CP may allow for the addition of new members depending upon if this addition would cause a material change (as the term is defined by TDA/USDA rules and regulations) to the original contract.
4. CP contracts are awarded by the HCDE (Harris County Dept of Ed) governing board of trustees.
5. All Procurement has been and will be conducted according to EDGAR/2 CFR 200/Uniform Guidance, TDA and USDA regulations.
6. All Co-op members have access to our website (www.choicepartners.org). The CP website contains all documentation that members need to demonstrate that CP operates in compliance with required regulations. This includes, but not limited to pricing/order guides, child nutrition labels, and due diligence files for Procurement Reviews and/or Annual Reviews.
7. Finalized documents are posted to the CP website and are available to members upon login.
8. There is no charge to members to join CP and no charge to use CP contracts.
9. The total cost of the HCDE/CP program is funded through the HCDE/CP Administrative Fee paid to HCDE/CP by Vendors.
10. Each CP member is required to complete this **Participation Agreement** if they wish to purchase from any of these bids during the agreement timeline.

By committing to participate with Choice Partners Co-op, I understand and agree to the following:
(please acknowledge by checking each box)

X My school/district/entity must have a signed Interlocal Agreement with HCDE/Choice Partners Cooperative.

X My school/district/entities historical purchases and estimated quantities for the upcoming year will be used in the bid/renewal process and the exit from this contract before the committed agreement time period (12 months) could result in a "material change" of the original bid.

X I have also read, understand and agree to the roles and responsibilities detailed below:

Choice Partners Cooperative's Roles and Responsibilities:

- Provide for the organizational and administrative structure of the program.
- Provide training and ongoing technical assistance as needed for all Co-op members.
- Receive quantity estimates from districts & current awarded vendors and prepare appropriate quantity totals by items.
- Initiate bids/request for proposal (RFPs)/renewals and implement procurement activities; follow state and federal procurement guidelines.
- Send RFP invitations to all approved vendors and/or brokers, when applicable.
- Negotiate pricing and award bids to approved vendors.
- Maintain CP website with up-to-date information.
- Host an annual nutrition and product expo for members and select students to attend.

School/District/Other Entity roles and responsibilities:

- Ensure they have a signed Interlocal Agreement on file with CP.
- Provide to CP quantity estimates for all items desired per RFP for SY21-22, as requested.
- Maintain confidentiality of information discussed at bid evaluation meetings.
- Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
- Communicate regularly with CP staff to submit requests, report discrepancies, and respond to all related email correspondences in a suitable timeframe.

Choice Partners Cooperative
2021-2022 PARTICIPATION AGREEMENT

- Utilize purchased product in a timely manner; give plenty of notice to vendors when menu changes have been made.
- Submit the appropriate documentation when new items are being requested to be added to a particular bid.
- Pay vendor(s) within an acceptable time frame for all goods and services.

****PLEASE SELECT FROM THE FOLLOWING OPTIONS WHICH CONTRACTS YOU PLAN ON UTILIZING FOR THE UPCOMING SCHOOL YEAR:**

RFP	CURRENT VENDOR	PLEASE CHECK WHICH CP CONTRACTS YOU WILL BE UTILIZING FOR SY 21-22?
BREAD PRODUCTS	TBD (current vendor is Kurz & Co)	
DAIRY & OTHER RELATED PRODUCTS	TBD (current vendor is Borden Dairy)	
FROZEN & CHILLED BEVERAGES ***20/040TP***	BAR FRESH	
	SMART BEVERAGE DBA THIRSTY COCONUT	
	TRIDENT BEVERAGE	**YES**
COMMERCIAL FOOD DISTRIBUTOR ***20/036TP*** **Only select 1 vendor**	GORDON FOOD SERVICE	
	LABATT	
TECHNOLOGY & OTHER RELATED SERVICES AND PRODUCTS **19/001TJ**	AUTOMATED FINANCIAL SYSTEMS	
	DESCON SIGNAGE SOLUTIONS	
	EMS LINQ (Meals Plus and ISite)	
	HEARTLAND SCHOOL SOLUTIONS	**YES-menu planning only**
	INTOUCH POS	
	NUTRI-LINK TECHNOLOGIES	
	PCS REVENUE CONTROL SYSTEMS	
	PRIMEROEDGE	
CHEMICAL PRODUCTS & SERVICES	ARMSTRONG REPAIR CENTER	YES

Choice Partners Cooperative
2021-2022 PARTICIPATION AGREEMENT

18/047TJ	AUTO-CHLOR SERVICES	
	BUCKEYE INTERNATIONAL	
	ECOLAB INC.	
	SANITECH SYSTEMS	
	SFS PORTIONPAC	
VENDING MACHINES & SERVICE 19/062TP	FRESH BREW GROUP	
DIRECT DELIVERY OF SNACKS & BEVERAGES 18/052TJ	BUENA VISTA FOOD	
	J&J SNACK FOODS	
	MASTERS DISTRIBUTION	
	JSB INDUSTRIES (dba Muffin Town)	
	NOTABLES	
	THE SAFE + FAIR FOOD CO.	
RESTAURANT BRANDED FOOD DELIVERY 18/054TJ	DOMINO'S PIZZA	
	PAPA JOHN'S PIZZA	
ICE CREAM	TBD (current vendors – JP Ice Cream, La Costenita, El Pibe, Masters & Yumi Ice Cream)	
FROZEN DESSERT PRODUCTS 19/051TP	BLUE BONNET DSD	
	DIPPIN' DOTS	
	SOUTHERN ICE CREAM	
SITE BASED PIZZA PROGRAM	TBD (current vendor is Smart Mouth Foods)	

Choice Partners Cooperative
2021-2022 PARTICIPATION AGREEMENT

PRODUCE & OTHER SPECIALTY PRODUCTS 19/032TJ Only Select 1 Vendor	BROTHERS PRODUCE	
	HARDIES FRESH FOODS	

__Jennifer Douglas _____ _Director_____ _____
Primary Contact's Name Title Signature

__jenniferdouglas@gisd.org_____ ___409-766-5162_____ _____3/1/2021_____
Email Address Phone Number Today's Date

___Ofelia Alvarado_____ _____Field Supervisor_____
Secondary Contact's Name Title

____ Ofeliaalvarado@gisd.org_____ _____409-766-5162_____
Email Address Phone Number

Galveston ___00403_____ _____4_____ _____6850_____
County *CE ID#* *ESC Region* *2019-2020 Enrollment*

Mailing Address __2606 40th Street_____

City, State, Zip ____Galveston, TX 77550_____

Return completed form to Choice Partners
Attn: Emily Maldonado
emaldonado@hcde-texas.org

SPA Cooperative

Fiduciary District: New Caney ISD

Letter of Commitment

The GALVESTON ISD

School District Name (Do not abbreviate)

Wishes to participate in the New Caney Purchasing Cooperative (dba SPA) for the period of

July 1, 2021 through June 30, 2022

Please mark the option(s) the district will participate in:

✓ Grocery Bid ✓ Commodities

Participation in commodities requires participation in the grocery bid

✓ Milk Bid ✓ Produce

✓ Bread Bid ✓ Ice Cream

By checking one or all the options it is understood that the district will not solicit their own bid for the selected categories. Procurement Law requires quantities in each solicitation and this document certifies my quantities are in the selected SPA RFP's.

Signature of Authorized Representative Jennifer Douglas

Date 10/30/20

Director's Name (print) Jennifer Douglas

District GALVESTON ISD County GALVESTON

Mailing address: 2606 40th Street City Galveston Zip Code 77510

Phone: 409-766-5162 Email jenniferdouglas@gISD.org

Additional Contact: Ofelia Alvarado Phone 409-766-5162

Email: ofeliaalvarado@gISD.org

Average number of reimbursable lunches served 5800 ADA 94%

# of High Schools 2 # of Middle Schools 3 # of Elementary Schools 7

Please return this signed agreement to the New Caney ISD Business Office:

Email: tbullock@newcaneyisd.org and marketplacealliance@reagan.com

Action Sheet

MEETING DATE: **August 4, 2021**

AGENDA ITEM: **Discuss and approve the Student Code of Conduct for 2021 – 2022.**

State law requires the Board to approve the Student Code of Conduct. The District's Code stands as an authoritative document and once adopted, has the force of policy. TASB provides a model for districts to use which addresses the changes that occurred as a result of the 87th Legislative Session.

RECOMMENDATION: **I move that the Board approve the Student Code of Conduct for 2021 – 2022.**

Jerry Gibson

Dr. Jerry Gibson
Superintendent

Galveston Independent School District

Student Code of Conduct 2021-2022

Galveston Independent School District

3904 Avenue T

Galveston, Texas 77550

Mission Statement

Educate, Engage, and Empower EACH student for a life of Excellence

Vision Statement

Island of Excellence – World of Opportunity

Board of Trustees

Anthony Brown, President
Johnny Smecca, Vice President
Shae Jobe
Mindy Lakin
Ann Masel
David O'Neal

Board Meetings

The Board of Trustees meets on the third Wednesday of each month in the Board Room of the Lovenberg Support Center, 3904 Avenue T. Notices of meetings are distributed to the news media 72 hours in advance of the meetings and are posted in the GISD Lovenberg Administration Building.

ACKNOWLEDGMENT

Student Code of Conduct and Student Handbook Electronic Distribution

Dear Student and Parent:

As required by state law, the board of trustees has officially adopted the Student Code of Conduct in order to promote a safe and orderly learning environment for every student.

We urge you to read this publication thoroughly and to discuss it with your family. If you have any questions about the required conduct and consequences for misconduct, we encourage you to ask for an explanation from the student's teacher or appropriate campus administrator.

The student and parent should each sign this page in the space provided below, and then return the page to the student's school.

Thank you,

Dr. Jerry Gibson
Superintendent of Schools

We acknowledge that we have been offered the option to receive a paper copy of **the Galveston Independent School District Student Code of Conduct and Student Handbook for the 2021-2022** school year or to electronically access them on the district's website at www.gisd.org. We understand that students will be held accountable for their behavior and will be subject to the disciplinary consequences outlined in the Code.

We have chosen to:

- ☐ Receive a paper copy of the Student Code of Conduct and the Student Handbook.
- ☐ Accept responsibility for accessing the Student Code of Conduct and the Student Handbook on the district's website.

Print name of student: _____

Signature of student: _____

Print name of parent: _____

Signature of parent: _____

Date: _____

School: _____ Grade level: _____

Please sign this page, remove it, and return it to the student's school. Thank you.

Table of Contents

Galveston ISD Student Code of Conduct

2021–22 School Year

If you have difficulty accessing the information in this document because of disability, please contact communications@gisd.org and 409-766-5146.

Student Code of Conduct

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact Billy Rudolph, Communications Director, and billyrudolph@gisd.org or 409-766-5146.

Purpose

The Student Code of Conduct ("Code"), as required by Chapter 37 of the Texas Education Code, provides methods and options for managing student behavior, preventing and intervening in student discipline problems, and imposing discipline.

The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences, including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

This Student Code of Conduct has been adopted by the *Galveston ISD* board of trustees and developed with the advice of the district-level planning and decision-making committee. It provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. This Code remains in effect during summer school and at all school-related events and activities outside the school year until the board adopts an updated version for the next school year.

In accordance with state law, the Code shall be posted at each school campus or shall be available for review at the campus principal's office. Additionally, the Code shall be available at the campus behavior coordinator's office and posted on the district's website www. gisd.org. Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37 of the Education Code.

Because the Student Code of Conduct is adopted by the district's board of trustees, it has the force of policy. In the event of a conflict between the Code and the Student Handbook, the Code shall prevail.

Please note: The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws.

School District Authority and Jurisdiction

School rules and the district's authority to administer discipline apply whenever the interest of the district is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

The district has disciplinary authority over a student:

1. During the regular school day;
2. While the student is traveling on district transportation;
3. During lunch periods in which a student is allowed to leave campus;
4. At any school-related activity, regardless of time or location;
5. For any school-related misconduct, regardless of time or location;
6. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
7. When a student engages in cyberbullying, as defined by Education Code 37.0832;
8. When criminal mischief is committed on or off school property or at a school-related event;
9. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
10. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
11. When the student commits a felony, as provided by Education Code 37.006 or 37.0081; and
12. When the student is required to register as a sex offender.

Campus Behavior Coordinator

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator. The designated person may be the principal or any other campus administrator selected by the principal. The campus behavior coordinator is primarily responsible for maintaining student discipline. The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as campus behavior coordinator. Contact information may be found at *www.gisd.org.*

Threat Assessment and Safe and Supportive School Team

The campus behavior coordinator or other appropriate administrator will work closely with the campus threat assessment safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code.

Searches

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies at FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district.

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.

Reporting Crimes

The principal *or* campus behavior coordinator and other school administrators as appropriate shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus.

Security Personnel

To ensure the security and protection of students, staff, and property, the board employs police officers and security personnel. In accordance with law, the board has coordinated with the campus behavior coordinator and other district employees to ensure appropriate law enforcement duties are assigned to security staff. The law enforcement duties of district peace officers are listed in policy CKE(LOCAL).

Police officers employed by the District shall have all the powers, privileges, and immunities of police officers on or off duty within the jurisdiction of the District. Subject to limitations in law, District police officers shall have the authority to:

1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.
2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, District police officers may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.
3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.
4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.
5. Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.
6. Investigate violations of District policy, rules, and regulations as requested by the Superintendent and participate in hearings concerning alleged violations.
7. Carry weapons as directed by the chief of police and approved by the Superintendent.
8. Carry out all other duties as directed by the chief of police or Superintendent.

"Parent" Defined

Throughout the Code of Conduct and related discipline policies, the term "parent" includes a parent, legal guardian, or other person having lawful control of the child.

Participating in Graduation Activities

The district has the right to limit a student's participation in graduation activities for violating the district's Code.

Participation might include a speaking role, as established by district policy and procedures.

Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered eligible, a student shall not have engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

Unauthorized Persons

In accordance with Education Code 37.105, a school administrator, school resource officer (SRO), or district police officer shall have the authority to refuse entry to or eject a person from district property if the person refuses to leave peaceably on request and:

1. The person poses a substantial risk of harm to any person; or
2. The person behaves in a manner that is inappropriate for a school setting and persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL), as appropriate. However, the timelines for the district's grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 calendar days, unless the complaint is resolved before a board hearing.

See **DAEP—Restrictions During Placement** on page 21 for information regarding a student assigned to DAEP at the time of graduation.

Standards for Student Conduct

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner.
- Exercise self-discipline.
- Attend all classes regularly and on time.
- Bring appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Student Code of Conduct.

General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on **Out-of-School Suspension** on page 15, **DAEP Placement** on page 16, **Placement and/or Expulsion for Certain Offenses** on page 24**,** and **Expulsion** on page 27, those offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in **Removal from the Regular Educational Setting** as detailed on page 14.

Disregard for Authority

Students shall not:

- Fail to comply with directives given by school personnel.
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline or consequence assigned by a teacher or principal.

Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 24.)
- Threaten a district student, employee, or volunteer, including off school property if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See **glossary** for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See **glossary**.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See **glossary**.)
- Coerce an individual to act through the use or threat of force.
- Commit extortion or blackmail.
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

Property Offenses

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 24.)
- Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 24.)
- Enter, without authorization, district facilities that are not open for operations.

Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- A firearm silencer or suppressor;
- *A location-restricted knife;
- *A club;
- *A firearm;
- A stun gun;
- Knuckles;
- A pocketknife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products, cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer, unless it is for an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

*For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 24. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Telecommunications or Other Electronic Devices

Students shall not:

- Use a telecommunications device, including a cell phone, or other electronic device in violation of district and campus rules.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see **DAEP Placement** on page 16 and **Expulsion** on page 27 for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See **glossary** for "paraphernalia.")
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student's own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person's prescription drug on school property or at a school-related event. (See **glossary** for "abuse.")
- Abuse over-the-counter drugs. (See **glossary** for "abuse.")
- Be under the influence of prescription or over-the-counter drugs that cause impairment to body or mind. (See **glossary** for "under the influence.")
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

Misuse of Technology Resources and the Internet

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student's parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district's system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyberbullying and "sexting," either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

Safety Transgressions

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
- Engage in verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause.

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Engage in academic dishonesty, which includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

The district may impose campus or classroom rules in addition to those found in the Code. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code.

Discipline Management Techniques

Discipline shall be designed to improve conduct and encourage students to be responsible members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative practices. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

Students with Disabilities

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Student Code of Conduct. In the event of any conflict, the district shall comply with federal law. For more information regarding discipline of students with disabilities, see policy FOF(LEGAL).

In accordance with the Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see **glossary**) until an ARD committee meeting has been held to review the conduct.

In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

Techniques

The following discipline management techniques may be used alone, in combination, or as part of progressive interventions for behavior prohibited by the Student Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.

- Detention, including outside regular school hours.
- Sending the student to the office, another assigned area, or to in-school suspension.
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Corporal punishment, unless the student's parent or guardian has provided a signed statement prohibiting its use.
- Out-of-school suspension, as specified in **Out-of-School Suspension** on page 15.
- Placement in a DAEP, as specified in **DAEP** on page 16.
- Expulsion and/or placement in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses** on page 24.
- Expulsion, as specified in **Expulsion** on page 27.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

Prohibited Aversive Techniques

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL).]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.

- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

Notification

The campus behavior coordinator shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The campus behavior coordinator shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code.

A good-faith effort shall be made to provide written notice of the disciplinary action to the student, on the day the action was taken, for delivery to the student's parent. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the campus behavior coordinator shall send written notification by U.S. Mail. If the campus behavior coordinator is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under age 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or campus behavior coordinator, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of the policy may be obtained from the principal's office, the campus behavior coordinator's office, or the central administration office or through Policy On Line at the following address: *www.gisd.org.*

The district shall not delay a disciplinary consequence while a student or parent pursues a grievance. In the instance of a student who is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the district will comply with applicable federal law, including the Title IX formal complaint process. See policies FFH(LEGAL) and (LOCAL).

Removal from the School Bus

A bus driver may refer a student to the principal's office or the campus behavior coordinator's office to maintain effective discipline on the bus. The principal or campus behavior coordinator must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

To transport students safely, the vehicle operator must focus on driving and not be distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal or the campus behavior coordinator may restrict or revoke a student's transportation privileges, in accordance with law.

Removal from the Regular Educational Setting

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

Routine Referral

A routine referral occurs when a teacher sends a student to the campus behavior coordinator's office as a discipline management technique. The campus behavior coordinator shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for behavior that violates this Code to maintain effective discipline in the classroom.

Formal Removal

A teacher may initiate a formal removal from class if:

1. A student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach the class or with other students' ability to learn; or
2. The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

Within three school days of the formal removal, the campus behavior coordinator or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher who removed the student from class, and any other appropriate administrator.

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

When a student is removed from the regular classroom by a teacher and a conference is pending, the campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom.
- In-school suspension.
- Out-of-school suspension.
- DAEP.

A teacher or administrator must remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

Returning a Student to the Classroom

A student who has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, or aggravated sexual assault may not be returned to the teacher's class without the teacher's consent.

A student who has been formally removed by a teacher for any other conduct may be returned to the teacher's class without the teacher's consent if the placement review committee determines that the teacher's class is the best or only alternative available.

Out-of-School Suspension

Misconduct

Students may be suspended for behavior listed in the Code as a general conduct violation, DAEP offense, or expellable offense.

The district shall not use out-of-school suspension for students in grade 2 or below unless the conduct meets the requirements established in law.

A student below grade 3 or a student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code sections 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The district shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.

Process

State law allows a student to be suspended for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year.

Before being suspended a student shall have an informal conference with the campus behavior coordinator or appropriate administrator, who shall inform the student of the alleged misconduct and give the student an opportunity to respond to the allegation before the administrator makes a decision.

The campus behavior coordinator shall determine the number of days of a student's suspension, not to exceed three school days.

In deciding whether to order out-of-school suspension, the campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.0.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and cocurricular activities.

Coursework During Suspension

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet.

A student removed from the regular classroom to in-school suspension or another setting, other than a DAEP, will have an opportunity before the beginning of the next school year to complete each course the student was enrolled in at the time of removal. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

Disciplinary Alternative Education Program (DAEP) Placement

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

For purposes of DAEP, elementary classification shall be kindergarten–grade 4 and secondary classification shall be grades 5–12.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Discretionary Placement: Misconduct That May Result in DAEP Placement

A student may be placed in a DAEP for behaviors prohibited in the General Conduct Violations section of this Code.

Misconduct Identified in State Law

In accordance with state law, a student **may** be placed in a DAEP for any of the following offenses:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, or gang including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See **glossary**.)
- Involvement in criminal street gang activity. (See **glossary**.)
- Any criminal mischief, including a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see **glossary**) that the student engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses in

Title 5 (see **glossary**) of the Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

The campus behavior coordinator **may** place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

Mandatory Placement: Misconduct That Requires DAEP Placement

A student **must** be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See **glossary**.)
- Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
    - Engages in conduct punishable as a felony.
    - Commits an assault (see **glossary**) under Penal Code 22.01(a)(1).
    - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana, a controlled substance, or a dangerous drug in an amount not constituting a felony offense. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (School-related felony drug offenses are addressed in **Expulsion** on page 27.) (See **glossary** for "under the influence" "controlled substance," and "dangerous drug.")
    - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol, if the conduct is not punishable as a felony offense. (School-related felony alcohol offenses are addressed in **Expulsion** on page 27.)
    - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
    - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See **glossary**.)
    - Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).
- Engages in expellable conduct and is between six and nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion** on page 27.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see **glossary**) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:

1. The student receives deferred prosecution (see **glossary**),
2. A court or jury finds that the student has engaged in delinquent conduct (see **glossary**), or

3. The superintendent or designee has a reasonable belief (see **glossary**) that the student engaged in the conduct.

Sexual Assault and Campus Assignments

A student shall be transferred to another campus if:

- The student has been convicted of continuous sexual abuse of a young child or disabled individual or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus; and
- The victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus.

If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

Process

Removals to a DAEP shall be made by the campus behavior coordinator.

Conference

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

At the conference, the campus behavior coordinator or appropriate administrator shall provide the student:

- Information, orally or in writing, of the reasons for the removal;
- An explanation of the basis for the removal; and
- An opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

Consideration of Mitigating Factors

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Placement Order

After the conference, if the student is placed in a DAEP, the campus behavior coordinator shall write a placement order. A copy of the DAEP placement order shall be sent to the student and the student's parent.

Not later than the second business day after the conference, the board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code.

If the student is placed in a DAEP and the length of placement is inconsistent with the guidelines included in this Code, the placement order shall give notice of the inconsistency.

Coursework Notice

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete, at no cost to the student, a foundation curriculum course in which the student was enrolled at the time of removal and which is required for graduation. The notice shall include information regarding all methods available for completing the coursework.

Length of Placement

The campus behavior coordinator shall determine the duration of a student's placement in a DAEP.

The duration of a student's placement shall be determined case by case based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year, except as provided below.

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

Exceeds One Year

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees.

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

Exceeds School Year

Students who are in a DAEP placement at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, the campus behavior coordinator or the board's designee must determine that:

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others, or

2. The student has engaged in serious or persistent misbehavior (see **glossary**) that violates the district's Code.

Exceeds 60 Days

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the principal's office, the campus behavior coordinator's office, the central administration office, or through Policy On Line at the following address: https://www.tasb.org/home.aspx

Appeals shall begin at the lowest level administrator who has the authority to remedy the alleged problem. In most circumstances student and/or parent shall file a Level One Complaint with the campus principal. If the only administrator who has the authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure including deadlines.

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board.

Restrictions During Placement

State law prohibits a student placed in a DAEP for reasons specified in state law from attending or participating in school-sponsored or school-related extracurricular activities.

A student placed in a DAEP shall not be provided transportation unless he or she is a student with a disability who is entitled to transportation in accordance with the student's individualized education program (IEP) or Section 504 plan.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the DAEP placement order.

Placement Review

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the campus behavior coordinator or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

Additional Misconduct

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may

be conducted, and the campus behavior coordinator may enter an additional disciplinary order as a result of those proceedings.

Notice of Criminal Proceedings

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

1. Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence, and no formal proceedings, deferred adjudication (see **glossary**), or deferred prosecution will be initiated; or
2. The court or jury found a student not guilty or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

If the board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

Withdrawal During Process

When a student violates the district's Code in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the campus behavior coordinator may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the campus behavior coordinator or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

Newly Enrolled Students

The district shall decide on a case-by-case basis whether to continue the placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district including a district in another state. The district may place the student in the district's DAEP or a regular classroom setting.

When a student enrolls in the district with a DAEP placement from a district in another state, the district has the right to place the student in DAEP to the same extent as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

State law requires the district to reduce a placement imposed by a district in another state that exceeds one year so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or the extended placement is in the best interest of the student.

Emergency Placement Procedure

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. See policy FOCA(LEGAL) for more information.

Placement and/or Expulsion for Certain Offenses

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

Registered Sex Offenders

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the student shall be placed in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the student may be placed in DAEP or JJAEP for one semester or placed in a regular classroom. The student may not be placed in the regular classroom if the board or its designee determines that the student's presence:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interests of the district's students.

Review Committee

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

Newly Enrolled Students

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.

Appeal

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

Certain Felonies

Regardless of whether placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or campus behavior coordinator makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see **glossary**) of the Penal Code. The student must:

- Have received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Have received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of:

1. The date on which the student's conduct occurred,
2. The location at which the conduct occurred,
3. Whether the conduct occurred while the student was enrolled in the district, or
4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

Hearing and Required Findings

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

Length of Placement

The student is subject to the placement until:

1. The student graduates from high school,
2. The charges are dismissed or reduced to a misdemeanor offense, or
3. The student completes the term of the placement or is assigned to another program.

Placement Review

A student placed in a DAEP or JJAEP under this section is entitled to a review of his or her status, including academic status, by the campus behavior coordinator or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

Newly Enrolled Students

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement** on page 16.)

Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
    - Aggravated assault.
    - Sexual assault.
    - Aggravated sexual assault.
    - Murder.
    - Capital murder.
    - Criminal attempt to commit murder or capital murder.
    - Aggravated robbery.
- Breach of computer security. (See **glossary**.)
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

At School, Within 300 Feet, or at a School Event

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, or a dangerous drug, if the conduct is not punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See **glossary** for "under the influence.")
- Selling, giving, or delivering another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol, if the conduct is not punishable as a felony.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Penal Code 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See **glossary**.)

Within 300 Feet of School

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school's real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See **glossary**.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child.
- Aggravated kidnapping.
- Manslaughter.
- Criminally negligent homicide.
- Aggravated robbery.
- Continuous sexual abuse of a young child or disabled individual.
- Felony drug- or alcohol-related offense.
- Unlawfully carrying on or about the student's person a handgun or a location-restricted knife, as these terms are defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See **glossary**.)
- Possession of a firearm, as defined by federal law. (See **glossary**.)

Property of Another District

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the

student is attending a school-sponsored or school-related activity of a school in another district in Texas.

While in a DAEP

A student may be expelled for engaging in documented serious misbehavior that violates the district's Code, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Penal Code 1.07; or
4. Conduct that constitutes the offense of:
    a. Public lewdness under Penal Code 21.07;
    b. Indecent exposure under Penal Code 21.08;
    c. Criminal mischief under Penal Code 28.03;
    d. Hazing under Education Code 37.152; or
    e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Mandatory Expulsion: Misconduct That Requires Expulsion

A student **must** be expelled under federal or state law for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

Under Federal Law

- Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See **glossary**.)

Note*:* Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

Under the Penal Code

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02:
    - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See **glossary**.) *Note*: A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus; while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department; or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]
    - A location-restricted knife, as defined by state law. (See **glossary**.)

- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See **glossary**.)
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
  - Aggravated assault, sexual assault, or aggravated sexual assault.
  - Arson. (See **glossary**.)
  - Murder, capital murder, or criminal attempt to commit murder or capital murder.
  - Indecency with a child.
  - Aggravated kidnapping.
  - Aggravated robbery.
  - Manslaughter.
  - Criminally negligent homicide.
  - Continuous sexual abuse of a young child or disabled individual.
  - Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol, or committing a serious act or offense while under the influence of alcohol.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses

Under Age Ten

When a student under the age of ten engages in behavior that is expellable behavior, the student shall not be expelled, but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

Process

If a student is believed to have committed an expellable offense, the campus behavior coordinator or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.

Until a hearing can be held, the campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom.
- In-school suspension.
- Out-of-school suspension.
- DAEP.

Hearing

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district,

2. An opportunity to testify and to present evidence and witnesses in the student's defense, and
3. An opportunity to question the witnesses called by the district at the hearing.

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The board of trustees delegates to the Superintendent or Designee authority to conduct hearings and expel students.

Board Review of Expulsion

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall consider and base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

Expulsion Order

Before ordering the expulsion, the board or campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the *Superintendent or designee* shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines included in the Student Code of Conduct, the expulsion order shall give notice of the inconsistency.

Length of Expulsion

The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

1. The student is a threat to the safety of other students or to district employees, or
2. Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

Withdrawal During Process

When a student's conduct requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the campus behavior coordinator or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

Additional Misconduct

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator or the board may issue an additional disciplinary order as a result of those proceedings.

Restrictions During Expulsion

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

Newly Enrolled Students

The district shall decide on a case-by-case basis the placement of a student who is subject to an expulsion order from another district or an open-enrollment charter school upon enrollment in the district.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

1. The out-of-state district provides the district with a copy of the expulsion order, and
2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

1. The student is a threat to the safety of other students or district employees, or
2. Extended placement is in the best interest of the student.

Emergency Expulsion Procedures

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

DAEP Placement of Expelled Students

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than ten years of age.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LEGAL) and FODA(LEGAL) for more information.

Glossary

Abuse is improper or excessive use.

Aggravated robbery is defined in part by Penal Code 29.03(a) as when a person commits robbery and:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
    a. 65 years of age or older, or
    b. A disabled person.

Armor-piercing ammunition is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

Arson is defined in part by Penal Code 28.02 as a crime that involves:

1. Starting a fire or causing an explosion with intent to destroy or damage:
    a. Any vegetation, fence, or structure on open-space land; or
    b. Any building, habitation, or vehicle:
        (1) Knowing that it is within the limits of an incorporated city or town,
        (2) Knowing that it is insured against damage or destruction,
        (3) Knowing that it is subject to a mortgage or other security interest,
        (4) Knowing that it is located on property belonging to another,
        (5) Knowing that it has located within it property belonging to another, or
        (6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or
3. Intentionally starting a fire or causing an explosion and in so doing:
    a. Recklessly damaging or destroying a building belonging to another, or
    b. Recklessly causing another person to suffer bodily injury or death.

Assault is defined in part by Penal Code 22.01 as intentionally, knowingly, or recklessly causing bodily injury to another; intentionally or knowingly threatening another with imminent bodily injury; or intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

Breach of computer security includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district and the student knowingly alters, damages, or deletes

school district property or information or commits a breach of any other computer, computer network, or computer system.

Bullying is defined as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below.) This state law on bullying prevention applies to:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Chemical dispensing device is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

Club is defined by Penal Code 46.01 as an instrument, specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, and includes but is not limited to a blackjack, nightstick, mace, and tomahawk

Controlled substance means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 1-B, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

Criminal street gang is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

Cyberbullying is defined by Education Code 37.0832 as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

Dangerous drug is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

Deadly conduct under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

Deferred adjudication is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

Deferred prosecution may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

Delinquent conduct is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

Discretionary means that something is left to or regulated by a local decision maker.

E-cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

Explosive weapon is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

False alarm or report under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

Firearm is defined by federal law (18 U.S.C. 921(a)) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such weapon;
3. Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable firearm; or
4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

Graffiti includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

Handgun is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

Harassment includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2); or
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
    a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
    b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
    c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;
    d. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another; and
    e. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law.

Hazing is defined by Education Code 37.151 as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

1. Any type of physical brutality;
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated. **Hit list** is defined in Education Code 37.001(b)(3) as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

Improvised explosive device is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

Indecent exposure is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person, and is reckless about whether another is present who will be offended or alarmed by the act.

Intimate visual material is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

Location-restricted knife is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

Knuckles means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

Look-alike weapon means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

Machine gun as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

Mandatory means that something is obligatory or required because of an authority.

Paraphernalia are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

Possession means to have an item on one's person or in one's personal property, including, but not limited to:

1. Clothing, purse, or backpack;
2. A private vehicle used for transportation to or from school or school-related activities, including, but not limited to, an automobile, truck, motorcycle, or bicycle;

3. Telecommunications or electronic devices; or
4. Any school property used by the student, including, but not limited to, a locker or desk.

Prohibited weapon under Penal Code 46.05(a) means:

1. The following items, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice: An explosive weapon;
    a. A machine gun;
    b. A short-barrel firearm;
2. Armor-piercing ammunition;
3. A chemical dispensing device;
4. A zip gun;
5. A tire deflation device; or
6. An improvised explosive device.

Public Lewdness is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, when the person is reckless about whether another is present who will be offended or alarmed by the act.

Public school fraternity, sorority, secret society, or gang means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Education Code 37.121(d) are excepted from this definition.

Reasonable belief is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information, including the notice of a student's arrest under Code of Criminal Procedure Article 15.27.

Self-defense is the use of force against another to the degree a person reasonably believes is immediately necessary to protect himself or herself.

Serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:
    a. Public lewdness under Penal Code 21.07;
    b. Indecent exposure under Penal Code 21.08;
    c. Criminal mischief under Penal Code 28.03;
    d. Hazing under Education Code 37.152; or

e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Serious or persistent misbehavior includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete schoolwork as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

Short-barrel firearm is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

Terroristic threat is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

Tire deflation device is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

Title 5 felonies are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02–.05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05–.06;

- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or disabled individual under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

Under the influence means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the in-fluence" need not be legally intoxicated to trigger disciplinary action.

Use means voluntarily introducing into one's body, by any means, a prohibited substance.

Zip gun is defined by Penal Code 46.01 as a device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

Action Sheet

MEETING DATE: **August 4, 2021**

AGENDA ITEM: Discuss and consider the approval of the renewal of the Workers' Compensation coverage with TASB for $299,284.00 for the period of September 1, 2021 through August 31, 2022.

TASB's proposal for Workers' Compensation for the 2021-22 fiscal year is $299,284; however, the final amount will be based on the total payroll for the applicable year. Because the District has an Interlocal Agreement with TASB, these services do not require a formal bid process.

RECOMMENDATION: I move that the Board approve the renewal of the Workers' Compensation coverage with TASB for $299,284.00 from September 1, 2021 through August 31, 2022.

Jerry Gibson

Dr. Jerry Gibson
Superintendent

Connie Morgenroth

Connie Morgenroth
Asst. Superintendent of Business and Operations

TASB Risk Management Fund
P.O. Box 301 • Austin, Texas 78767-0301 • 800.482.7276
12007 Research Blvd. • Austin, Texas 78759-2439 • tasbrmf.org
Administered by the Texas Association of School Boards

June 11, 2021

April Pinkham

Galveston ISD

Dear April Pinkham,

Strong risk management resources and reliable coverage partners are critical to managing operations at your organization. Thank you for trusting the TASB Risk Management Fund to support your efforts.

When you choose the Fund, you get more than a coverage provider. You get a stable ally that has served members for nearly five decades and is the choice of more than 1,000 Texas school districts and other educational entities for their risk management and coverage needs.

- **Financial Security:** The Fund's financial strength, with over $200 million in Members' Equity, means we have the financial resources to handle your claims.
- **Responsive and Adaptable:** A risk pool, like the Fund, offers flexibility to customize coverage agreements to meet Texas public schools' unique needs. We pair a broad array of coverage options with comprehensive risk solutions so you can work compliantly, train and educate staff, and prevent and mitigate losses. We meet you where you are and deliver the services you need to navigate the ever-evolving risk landscape.
- **Trusted:** The Fund is administered by the Texas Association of School Boards (TASB), an organization founded on understanding the uniqueness of each school community in Texas. Led by a board of Texas public school board members and administrators, the Fund is focused on your needs.

We are pleased to provide you with a renewal proposal for the 2021–22 coverage term. As an added convenience, **you may accept your renewal proposal online**. There are no changes in the coverage agreements this year. Coverage agreements may be accessed on the Fund's website. Please carefully review all terms and when ready, complete your electronic acceptance on the page where you accessed these documents. Enter your first and last name and then click "Accept and Sign." You may also sign these documents and return them by email to your Risk Management Marketing Consultant or to TASBRMF@tasbrmf.org.

Please note that coverage will automatically renew under the terms of this renewal proposal unless we receive written notice of termination at least 30 days prior to your renewal date. If you are unsure of your plans to renew or have any questions about the renewal proposal or any aspect of your Fund membership, please contact Rosa Brown or any member of TASB's Underwriting and Marketing Division at 800.482.7276.

Thank you for your membership in the Fund. We look forward to our continued partnership in the coming year.

Sincerely,
Rosa Brown
Senior Risk Management Consultant
Division of Underwriting & Marketing
Texas Association of Schools Boards, Inc.

TASB Risk Management Fund
12007 Research Blvd., Austin, Texas 78759-2439
P.O. Box 301, Austin, Texas 78767-0301
Toll-Free: 800.482.7276 | Austin area: 512.467.3699

CC:

Galveston ISD

Contribution & Coverage Summary (CCS)
Participation Period: 9/1/2021 through 8/31/2022

The following is a summary of coverages, limits, deductibles, and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions are found on following pages and are part of this CCS. Please review all pages of this CCS document.

Coverage	Limit	Deductible	Contribution
Violent Acts	$250,000	$0	**No Cost**
Workers' Comp Fully Funded	Statutory	Statutory	**$299,284**
Total Contribution			**$299,284**

THIS IS NOT AN INVOICE. The TASB Risk Management Fund will issue an invoice when coverage is accepted by the Member. Total Contribution is an estimate and is subject to exposure audit.

Galveston ISD

Workers' Compensation – Fully Funded
Participation Period: 9/1/2021 through 8/31/2022
Total Workers' Compensation – Fully Funded Contribution: $299,284

The following is a summary of estimated payrolls and contribution for Workers' Compensation coverage. The amounts shown are subject to audit at the end of the Participation Period.

Classification	Estimated Payroll	Net Annual Rate	Estimated Contribution
7380 - BUS DRIVERS	$1,889,673	0.01779356	$33,624
7720 - POLICE OFFICER	$661,201	0.02216874	$14,658
8810 - CLERICAL OFFICE EMPLOYEES	$3,315,660	0.00116689	$3,869
8868 - PROFESSIONAL/ADMINISTRATON	$46,537,941	0.00315027	$146,607
9101 - ALL OTHERS	$4,307,890	0.02333532	$100,526
Total	**$56,712,365**		**$299,284**

Estimated Contribution	**$299,284**

Workers' Compensation – Fully Funded Conditions

Benefit Limits: Workers' Compensation benefits paid to Fund Member's employees under this Agreement will be as defined in the Texas Workers' Compensation Act (the Act). The Fund is responsible for claims payments as reflected in this CCS. This Agreement does not cover the defense of any suit or claim against a Fund Member except a workers' compensation claim by an eligible employee or former employee of Fund Member for the payment of statutory workers' compensation benefits.

Cooperation: The Fund Member designates the TASB Risk Management Fund as the Workers' Compensation claim administrator of record for all purposes. Fund Member agrees to use the Fund's contractors for services related to the administration of claims and to follow the Fund's election under Section 504.053 of the Labor Code to direct care through the Political Subdivision Workers' Compensation Alliance.

Claims Reporting: For Workers' Compensation claims arising during the CCS Participation Period, the Fund Member agrees that it will timely report those claims solely to the Fund. The report of Workers' Compensation claims to any other entity, regardless of reporting sequence, will waive all Fund liability under this agreement for those claims. Any fines levied against the Fund for Fund Member's failure to comply with the rules and regulations of the Act will be the sole responsibility of the Fund Member.

Program Coordinators

The Fund Member is required to designate a Program Coordinator (Coordinator) with express authority to represent and bind the Fund Member in all program matters. Below are the current Coordinators associated with the Fund Member. If a Coordinator's name and e-mail address are not listed or the Coordinator identified needs to be updated, please provide updated information to the Fund as soon as possible or include updates on this document.

Current Program Coordinators

Program	Name	Title	E-mail
TASB Risk Management Fund-Workers' Compensation	April Pinkham	Director of Finance	aprilpinkham@gisd.org
TASB RMF-Liability	April Pinkham	Director of Finance	aprilpinkham@gisd.org
TASB RMF-Auto	April Pinkham	Director of Finance	aprilpinkham@gisd.org
TASB RMF-Unemployment Compensation	April Pinkham	Director of Finance	aprilpinkham@gisd.org

Program Coordinator Updates

Program	Name	Title	E-mail

If accepting this proposal electronically, you may scan and email this page to tasbrmf@tasbrmf.org to provide Program Coordinator updates.

Contribution & Coverage Summary General Conditions

Coverage: Coverage terms and limits provided are as set out in this CCS and the Fund's corresponding Coverage Agreements for this Participation Period.

Claims Reporting: Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement, the applicable Fund Coverage Agreement, or this CCS.

Definitions: Any terms not defined in this CCS will use the definition for that term from the corresponding Fund Coverage Agreement.

Payment: The Fund Member agrees to pay contributions based on a plan developed by the Fund. All contributions are payable upon receipt of an invoice from the Fund. The Fund shall determine the contribution for each program and how each contribution is applied. Termination under this Agreement of any program shall not affect the remaining programs.

Termination: This CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal in accordance with Termination provisions in the Interlocal Participation Agreement. If this CCS is not terminated, the renewal of the CCS becomes effective on the automatic renewal date and the member shall be bound by the terms of the renewal CCS.

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Fund Member Authorization:

I approve this Contribution and Coverage Summary (CCS) and certify that this information is correct. I affirm that I am duly authorized to approve this CCS and that I have read and agree to this CCS and the Interlocal Participation Agreement.

Authorized Signature	Date
Printed Name	Title

Action Sheet

MEETING DATE: **August 4, 2021**

AGENDA ITEM: **Discuss and consider approval of the Interagency Agreement between Upward Hope Academy and GISD to provide educational services to students in a Drop-Out Prevention/Recovery Program.**

As per Board Policy CH (Local) any single, budgeted purchase of goods or services that costs $50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

The Interagency Agreement between Upward Hope Academy and GISD will allow Upward Hope Academy to provide educational services (Drop-Out Prevention/Recovery) to students who are a potential drop-out. Upward Hope Academy is an accredited private school program for 9th – 12th grade students. Upward Hope Academy is an accredited high school. Students are provided face to face services as well as individual tutorial services to meet their needs. Students are carefully selected from GISD to attend this program to ensure that it will meet the individual needs of the student.

RECOMMENDATION: **I move that the Board approve the Interagency Agreement between Upward Hope Academy and GISD to provide educational services to students in a Drop-Out Prevention/Recovery Program as presented.**

Jerry Gibson
Superintendent

Mary Patrick, M.Ed.

Executive Director of Special Programs/Homeless and Foster Care Liaison

INTERAGENCY AGREEMENT
BETWEEN
GAVESTON ISD
AND UPWARD HOPE ACADEMY

This Interagency Agreement ("Agreement") is entered into on the Effective Date as set forth below by and between Galveston Independent School District ("the District") and Upward Hope Academy to provide educational services pursuant to the terms and conditions detailed herein. The District and Upward Hope Academy are herein collectively referred to as the "Parties" and individually as a party.

WHEREAS, Upward Hope Academy has established student drop-out recovery and prevention services and General Educational Development exam ('GED") instruction aimed in part to support the efforts of the District;

WHEREAS, the District desires to utilize these intervention services for purpose of reducing its student drop-out rate and assisting students in passing the GED exam; and

WHEREAS, Upward Hope Academy desires to provide to the District the right to access and utilize these services in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

I. TERM

Subject to earlier termination as hereinafter provided, the term of this Agreement shall be for the period of August 1, 2021 (the "Effective Date"), through July 31, 2022 (the "End Date"), and shall thereafter automatically renew for twelve (12) month periods on each anniversary of the End Date, unless either Party provides written notice to the other Party on or prior to the expiration of the then-existing term written notice to the other of its intent to terminate this Agreement in accordance with Section VI. For purposes of this Agreement, the word "Term" shall mean the then-current term of the Agreement, whether the initial term or any renewal term.

II. OBLIGATIONS AND REQUIREMENTS

a) Obligations and Requirements of the District. The District hereby agrees to be solely responsible for the following items:

1) Academic Advisor. The District shall assign an academic advisor at the sole discretion of the District to serve as a contact between the District and Upward Hope Academy.

2) Student Information. The District shall provide, to a reasonable degree, through the academic advisor, all relevant information pertaining to the District's students within the boundaries of the District who have dropped out of school and are less than 23 years of age or who are at risk of dropping out of school.

3) Textbooks. The District shall provide textbooks as needed from the TEA approved list in core academic areas assessed on the GED exam for use by students at Upward Hope Academy.

b) Obligations and Requirements of Upward Hope Academy. Upward Hope Academy herby agrees to provide the District with the following items:

1) Drop-out Recovery. Upward Hope Academy shall provide the District with services for the purpose of recovering students within the boundaries of the District less than 23 years of age, who have previously dropped out of school in the District. These services include, but are not limited to locating drop-outs, encouraging

them to enroll in a GED preparation program, and providing direct instruction in needed academic areas.

2) **Drop-out Prevention**. Upward Hope Academy shall provide the District with services for the purpose of assisting students enrolled in the District who are at-risk of dropping out of school. These services include, but ae not limited to providing academic tutorials and assistance in involving students in extra-curricular activities.

3) **GED Preparation.** Upward Hope Academy shall provide the District's students who have previously dropped out of school with instruction in preparation for the GED exam.

4) **GED Administration**. Upward Hope Academy shall coordinate and refer the District's students who have completed a GED preparation course to an approved GED site, such as Galveston College or College of the Mainland.

5) **Facility.** Upward Hope Academy shall provide all services under the Agreement in its facility.

6) **Student Records.** Upward Hope Academy shall record and maintain all relevant information regarding the District's students who receive any of these services provided under the Agreement. Relevant Information, includes, but is not limited to student names, dates, and times of attendance, and types of services received. Upward Hope Academy will provide this information to the District's academic advisor. Upward Hope Academy will secure such records, and such records will only be available upon appropriated request to authorized persons.

III. COMPENSATION

For and in consideration of the services to be provided by Upward Hope Academy under this the Agreement, the District shall pay to Upward Hope Academy the sum of up to $4,166/monthly throughout Term. The District shall make each payment the last day of each month during the Term of this Agreement, and any additional cost incurred by the District within the scope of this agreement will be netted out of that monthly payment.

IV. RELATIONSHIP

Nothing in this agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee bet the District and any employee or agent of Upward Hope Academy. This agreement does not create a joint venture or business partnership under Texas law. Upward Hope Academy hereby agrees that the District has no responsibility for any conduct of any of Upward Hope Academy employees, agents, or representatives.

V. STUDENT RECORDS

To the extent that Upward Hope Academy may come into possession of the District's student records and/or information, and to the extent that Upward Hope Academy may be involved in the survey, analysis, or evaluation of students, incidental to this Agreement, the Parties agree to comply with all applicable requirements of the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA"). In the event that the District or Upward Hope Academy is in possession or custody of recorded information of the other Party that is subject of a request pursuant to the Texas Public Information Act, the Party holding such recorded information shall promptly provide to the other Party such recorded information upon written request of such other Party. Upward Hope

Academy acknowledges that the District is subject to the Texas Public Information Act, and Upward Hope Academy waives any claim against and releases from liability the District, its officers, employees, agents, and attorneys with respect to disclosure of information provided under or in the Agreement or otherwise created, assembled, maintained, or held by Upward Hope Academy and determined by the District, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act.

VI. TERMINATION

Right to Terminate. This Agreement may be terminated by either Party with or without cause by providing the other Party thirty (30) calendar days' written notice of intent to terminate. Any termination of this Agreement as permitted by this paragraph shall not relieve any Party from payment of any fees accruing prior to the effective date of termination or from completing obligations in progress prior to the effective date of such termination.

VII. INDEMNIFICATION AND LIMITATION OF DAMAGES

TO THE EXTENT ALLOWABLE BY LAW, UPWARD HOPE ACADEMY HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE DISTRICT, ITS EMPLOYEES, AGENTS, OFFICERS, ATTORNEYS, TRUSTEES, (PRESENT AND FUTURE), SUCCESSORS, AND ASSIGNS, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITES, COST PENALTIES, AND EXPENSES (INCLUDING BUT NOT LIMITED TO, ATTORNEY'S FEE AND EXPERT'S FEES) ARISING OUT OF OR RELATING TO ANY SUIT, ACTION, PROCEEDING, CLAIM, OR DEMAND BROUGHT OR DEMANDED; OR ANY COSTS OR DAMAGES INCURRED BY THE DISTRICT OF ANY TYPE WHATSOEVER, ARISING OUT OF OR RELATED TO UPWARD HOPE ACADEMY OR THE DISTRICT'S ACTS OR OMISSIONS IN CONNECTION WITH OR ATTENDANT TO IN ANYWAY THIS AGREEMENT.

NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO CREATE A CLAIN 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 INTITLED, NOR TO CREATE AN IMPERMISSABLE DEFICIENCY DEBT OF THE DISTRICT.

VIII. FORCE MAJEURE

The district shall not be liable to Upward Hope Academy for delays and/or failures in performance resulting from causes beyond the reasonable control of the District, including, but not limited to, acts of nature, labor dispute, or disturbances, riots, acts of war, governmental regulations, communication or utility failures, or casualties.

IX. LEGAL AUTHORITY

The person(s) signing on behalf of the District represents, warrants, and certifies, the District's Board of Trustees has authorized this Agreement, that such person has full legal authority to execute this Agreement on behalf of the District, and that such person has the authority to bind the District to all the terms, conditions, provisions, and obligations, contained herein.

X. NOTICE

Any notice provided under the terms of this Agreement by either Party to the other shall be in writing, and shall be delivered either personally, with receipt acknowledged, or via certified mail, return receipt requested to the District or Upward Hope Academy at the respective address set forth below:

Galveston ISD
Attention: Dr. Jerry Gibson
Superintendent
P.O. Box 660
Galveston, Texas 77553

Upward Hope Academy
Attention Dr. Chris Frederickson
Head Master-Upward Hope Academy
101 14th Street
Galveston, Texas 77550

Each Party may change the address at which notice may be sent to that Party by giving notice of such change to the other Party in accordance with the provisions of this section.

XI. MISCELLANEOUS

a. Governing Law and Venue. All obligation of the Parties created hereunder are performable in the Galveston County, Texas. This Agreement shall be construed under and in accordance with the laws of the state of Texas, without regard to it conflicts of law provisions. Venue for any legal action, claim, or dispute arising directly or indirectly as a result of this Agreement shall be in Galveston County, Texas, and the Parties hereby submit to the exclusive jurisdiction of the state courts located in Galveston, Galveston County, Texas and the federal courts located in Houston, Harris County, Texas.

b. Entire Agreement. This Agreement, and its exhibits, attachments and amendments hereto embody the entire Agreement among the Parties hereto and supersede all prior proposals, negotiations, agreements and understandings, relating to the subject matter and may not be contradicted by evidence of prior contemporaneous or subsequent oral agreements of the Parties hereto. The Parties agree that should a court be called upon to interpret any provision of this Agreement, previous drafts shall not be used by any Party in any manner to support its interpretation of the meaning of this Agreement. Each Party to this Agreement has reviewed this Agreement and had participated in tits drafting and, accordingly, no Party shall attempt to invoke the normal rule of construction to the effect that ambiguities are to be resolved against the drafting Party in any interpretation of this Agreement.

c. Amendment. This Agreement may be amended only by the mutual written Agreement of both Parties, to be attached to and incorporated into this Agreement.

d. Assignment. Neither this Agreement nor any duties or obligations under it shall be assigned by Upward Hope Academy without the prior written acknowledgement and authorization of the District.

e. Severability. Unless the basis of the bargain among the Parties hereto is destroyed or rendered ineffective by invalidity or unenforceable of any provision hereof if any provision of this agreement should be held to void, voidable or unenforceable in any respect, then the remaining portions of this Agreement shall remain in full force and effect.

f. Benefit for Signatory Parties Only. Subject to the limitations on assignment set forth above, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs and assigns. Neither this Agreement, nor any term or provision hereof, nor ant inclusion by reference shall be construed as being for the benefit of any Party not in signatory

g. Captions. The captions and sections headings used herein are for convenience and identification purposes

only, and are not integral part hereof, and are not to be considered in the interpretation of any part hereof.

h. Waiver. No failure on the part of either Party at any time to require the performance by the other Party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such a Party's right to enforce such term, and no waiver on the part of either Party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach hereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties hereto.

Executed this nineteenth day of July of the year 2021 (the "Effective Date").

Galveston ISD **Upward Hope Academy**

7/19/21

Dr. Jerry Gibson **DATE**
Superintendent

Chris Frederickson **Date**
Head Master- Upward Hope Academy

Action Sheet

MEETING DATE: **August 4, 2021**

AGENDA ITEM: Schedule Public Meeting to Discuss the 2021 Proposed Tax Rate and the 2021-2022 Proposed Budget

The budget process for the 2021-2022 fiscal year began in January and will conclude in August with the adoption of the budget. As required by the Texas Education Code, and Truth in Taxation laws, a public meeting must be scheduled to discuss the proposed budget and tax rate each fiscal year.

The proposed meeting is August 25, 2021 at 6:30 p.m. during the regular meeting of the Board of Trustees held in the board room at 3904 Ave. T, Galveston, Texas.

RECOMMENDATION: I move to approve August 25, 2021 as the date of the public meeting to discuss the 2021 Proposed Tax Rate and the 2021-2022 Proposed Budget.

Jerry Gibson

Dr. Jerry Gibson
Superintendent

Connie Morgenroth

Connie Morgenroth
Asst. Superintendent of Business and Operations

Action Sheet

MEETING DATE: August 4, 2021

AGENDA ITEM: **Discuss and consider a contract with UTMB - BHAR for an amount not to exceed $234,000.00 to provide mental health counseling funded by the Moody Foundation Causeway Galveston Grant for the period September 1, 2021 through August 31, 2022.**

GISD was awarded the Moody Foundation Causeway Galveston Grant in the amount of $7,557,956 million. This application was approved by the board in March of 2018. GISD will contract with Family Service Center to fund personnel, mental health services, and training. These service will be provided to students at attend Causeway Galveston GISD campuses.

Funding Source: Moody Foundation Causeway Galveston Grant

RECOMMENDATION: **I move that the Board approve the contract with UTMB BHAR for an amount not to exceed $234,000.00 to provide mental health counseling funded by the Moody Foundation Causeway Galveston Grant for the period of September 1, 2021 through August 31, 2022.**

Jerry Gibson
Superintendent

Annette Scott
Assistant Superintendent for Student Support

Action Sheet

MEETING DATE: August 4, 2021

AGENDA ITEM: **Discuss and consider a contract with The Teen Health Center, INC. for an amount not to exceed $353,000.00 to provide mental health counseling funded by the Moody Foundation Causeway Galveston Grant for the period September 1, 2021 through August 31, 2022.**

GISD was awarded the Moody Foundation Causeway Galveston Grant in the amount of $7,557,956 million. This application was approved by the board in March of 2018. GISD will contract with Family Service Center to fund personnel, mental health services, and training. These service will be provided to students at attend Causeway Galveston GISD campuses.

Funding Source: Moody Foundation Causeway Galveston Grant

RECOMMENDATION: **I move that the Board approve the contract with The Teen Health Center, INC. for an amount not to exceed $353,000.00 to provide mental health counseling funded by the Moody Foundation Causeway Galveston Grant for the period of September 1, 2021 through August 31, 2022.**

Jerry Gibson
Superintendent

Annette Scott
Assistant Superintendent for Student Support

Action Sheet

MEETING DATE: August 4, 2021

AGENDA ITEM: **Discuss and consider a contract with Family Service Center for an amount not to exceed $378,000.00 to provide mental health counseling funded by the Moody Foundation Causeway Galveston Grant for the period September 1, 2021 through August 31, 2022.**

GISD was awarded the Moody Foundation Causeway Galveston Grant in the amount of $7,557,956 million. This application was approved by the board in March of 2018. GISD will contract with Family Service Center to fund personnel, mental health services, and training. These service will be provided to students at attend Causeway Galveston GISD campuses.

Funding Source: Moody Foundation Causeway Galveston Grant

RECOMMENDATION: **I move that the Board approve the contract with Family Service Center for an amount not to exceed $378,000.00 to provide mental health counseling funded by the Moody Foundation Causeway Galveston Grant for the period of September 1, 2021 through August 31, 2022.**

Jerry Gibson
Superintendent

Annette Scott
Assistant Superintendent for Student Support

Action Sheet

MEETING DATE: August 4, 2021

AGENDA ITEM: Discuss and consider awarding RFP# 2019-03, Grant Evaluation Services, to Third Coast R&D, Inc. and Wexford, Inc. for twelve months starting September 1, 2021 with no additional years, not to exceed $300,000.00 annually.

Proposals for Grant Evaluation Services were received on June 27, 2019. These services are to provide external grant evaluations for GISD, pursuant to the requirements set forth by the grant funding agencies. Because the grant opportunities cover a myriad of disciplines and subjects, the Administration proposes to utilize two firms. The Administration then will award an individual contract for each grant based upon the focus of each specific grant to one of these two firms. The Administration will make the decision as to which firm by aligning the grant requirements that most closely match the firm's expertise and availability. Both firms have exemplary qualifications and have worked in various capacities in the past with GISD. The fees for contracts will not exceed $300,000.00. Services will be funded with grant funds.

RECOMMENDATION: I move that the Board approve the RFP #2019-03 Grant Evaluation Services, and approval of contracts with the vendors presented, for twelve months starting September 1, 2021 through August 31, 2022, not to exceed $300,000.00 annually.

Jerry Gibson,
Superintendent

Annette Scott,
Assistant Superintendent

Action Sheet

MEETING DATE: August 4, 2021

AGENDA ITEM: **Discuss and consider approval of the purchase of Level Literacy Intervention (LLI) Kits from Heinemann and Benchmark Education Company in an amount not to exceed $76,000.**

As part of the REACH Intervention Program, the elementary principals included in their Learning Loss Plan a request for Level Literacy Intervention (LLI) Kits to help with assessing and monitoring student progress. LLI is a small group, supplementary intervention designed to bring students up to grade level competency quickly. This will be funded by ESSER III.

RECOMMENDATION: **I move the Board of Trustees approve the purchase of LLI Kits in an amount not to exceed $76,000.**

Dr. Jerry Gibson
Superintendent

Dr. Annette Scott
Assistant Superintendent for Student Support

Action Sheet

MEETING DATE: **August 4, 2021**

AGENDA ITEM: Discuss reorganization of Officers of the GISD Board of Trustees – Election of Secretary.

According to Policy BDAA (LEGAL): Officers and Officials- Duties and requirements of Board Officers-

At the first meeting after each election and qualification of Trustees, the members of the Board shall organize by selecting officers. Following the most recent election, Trustee Monica Wagner was elected Secretary.

Ms. Wagner resigned from the Board of Trustees, and from her position as Secretary, in July, 2021. The Board may wish to consider electing a Secretary, since this position is now vacant

PROPOSED MOTION (IF MADE): I MOVE THAT THE BOARD OF TRUSTEES ELECT _____ TO THE OFFICE OF BOARD SECRETARY

Jerry Gibson
Superintendent

Action Sheet

MEETING DATE: **August 4, 2021**

AGENDA ITEM: **Consider Approval of 2021 Proposed Tax Rate to be Published in Notice of Public Hearing**

According to the Texas Comptroller of Public Accounts, a proposed tax rate must be adopted by the Board of Trustees prior to publishing the Notice of Public Meeting to Discuss Budget and Proposed Tax Rate. As part of HB 3, the 86th Legislature compressed maintenance and operations (M&O) tax rates for school districts. TEA calculates a Maximum Compressed Rate for M&O after Certified Property Values are received from local appraisal districts, and districts must wait for TEA's approval before adopting M&O rates. If values grow by >2.5%, the formula will restrict the Tier 1 tax levy to no more than 2.5% more than the prior year. GISD's 2021 M&O tax rate is summarized as follows:

- Maximum Compressed Rate $0.8220 (Approved by TEA 7-26-2021)
- Golden Pennies $0.06
- Copper Pennies $0.00
- 2021 Proposed M&O Rate $.8820

By law, districts are allowed to levy an Interest and Sinking (I&S) tax rate that will cover the annual debt service on their bonds. GISD's total proposed tax rate for 2021 is below:

Maintenance and Operations:	$0.8820 (a decrease of $0.0494 from the prior year)
Interest and Sinking Fund:	$0.0812 (a decrease of $0.0138 from the prior year)
Total Proposed Rate	**$.9632 (a decrease of $.0632 from the PY)**

The Tax Rate Calculation Worksheet and Certified Property Values are attached for your review. The Galveston County Tax Office is responsible for GISD's Truth in Taxation calculations after obtaining certain information from the Assistant Superintendent of Business and Operations.

RECOMMENDATION: **I move that the board approve $0.8820 for maintenance and operations and $.0812 for interest and sinking for a total 2021 proposed tax rate of $.9632 to be published in the Notice of Public Meeting to discuss budget and tax rate.**

Jerry Gibson, Ed. D. Digitally signed by Jerry Gibson, Ed. D. Date: 2021.08.04 09:18:20 -05'00'

Connie Morgenroth Digitally signed by Connie Morgenroth DN: cn=Connie Morgenroth, o=Galveston Independent School District, ou=Business and Operations, email=conniemorgenroth@gisd.org, c=US Date: 2021.08.04 08:41:32 -05'00'

Dr. Jerry Gibson
Superintendent

Connie Morgenroth
Asst. Superintendent of Business and Operations

Galveston Independent School District
Estimate of Tax Collections
For the Fiscal Year Ending August 31, 2022
Tax Year: 2021

Budget Worksheets
August 4, 2021

Certified Property Values from GCAD as of July 25, 2021	**$**	**9,768,680,926**
Amount under ARB Review at Certification		**762,003,330**
Less: Estimated loss of 10% from ARB review/protests	$	(76,200,333)
Net Taxable Before Freeze	**$**	**10,454,483,923**
(minus) Over 65 & Disabled Persons Taxable	$	(950,735,988)
Estimated Net Taxable Minus Over-65 & Disabled Persons (DP) Values	**$**	**9,503,747,935**
Proposed Tax Rate	**$**	**0.9632**
2021 Total Levy Estimate MINUS Over 65 and Disabled Levy	**$**	**91,540,100**

Levy Calculations By Fund

Estimated Levy minus Over 65 & DP for Maintenance and Operations Fund	$	9,503,747,935
91.57% % M&O	**$**	**0.8820**
	$	83,823,057
Estimated Levy minus Over 65 & DP for Debt Service (I&S) Fund	$	9,503,747,935
8.43% % I&S	**$**	**0.0812**
	$	7,717,043

	M & O	I&S	
Over 65 & DP Ceilings	$ 6,265,288	$ 6,265,288	
	91.57%	8.43%	
Levy for Over 65 & DP	$ 5,737,109	$ 528,178	
General	$ 83,823,057	$ 7,717,043	
Over 65 & DP	$ 5,737,109	$ 528,178	***Total Estimated Levy***
Estimated Levy	***$ 89,560,166***	***$ 8,245,222***	***$ 97,805,388***
Collection Percentages	97.92%	97.92%	
	$ 87,694,702	$ 8,073,481	
Add Delinquent:	$ 1,622,352	$ 149,359	
Anticipated Collections*	**$ 89,317,054**	**$ 8,222,840**	Template~ Line 26 and 28
(Budgeted as Revenues)		$ (7,683,059)	Less: 2022 Bond Payments
		$ 59,978	Plus: HH - Homestead Exemption
		$ 599,759	Projected Surplus @ 8/31/22

Ratio of Current Collected to Adjusted Levy	
Tax Year	**Collection %**
2014	97.95%
2015	98.18%
2016	97.95%
2017	98.01%
2018	97.76%
2019	97.65%
Average	97.92%

Debt Service Fund Balance Recap

Fund Balance at 8/31/20	**$**	**4,771,745**
Projected Surplus in FY 2021	$	120,811
Projected Fund Balance at 8/31/21	**$**	**4,892,556**
Projected Surplus in FY 2022	$	599,759
Projected Fund Balance at 8/31/22	**$**	**5,492,315**

Change in Net Taxable Values from PY

CY Net Taxable Values		$	10,454,483,923
PY Net Taxable Values		$	8,634,537,726
Increase	21.08%	$	1,819,946,197

Comparison of Prior Year Tax Levy

Current Year Tax Levy		$	97,805,388
Prior Year Tax Levy		$	85,903,381
Increase	13.86%	$	11,902,006

Prepared by: Connie Morgenroth, CPA
Assistant Superintendent of Business and Operations
8/4/2021