



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 2, 2023, beginning at 6:00 PM in the Lovenberg Administration Building, 3904 Avenue T, Galveston, TX 77550.

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) Declaration of Conflicts of Interest.
- 5) District Reports
 - A) Superintendent's Report
 - B) Galveston Education Foundation Annual Report
 - C) Board Committee Reports
 - 1) Policy Committee Chair- Mr. David O'Neal
 - 2) Facilities/Finance Committee Chair- Mr. Johnny Smecca
- 6) Financial Reports and Budget Update 5
- 7) REGULAR AGENDA- Action Items
 - A) Discuss and Consider Approval of GMP #3B for the Ball High School and Natatorium Project. 42
 - B) Schedule Public Meeting to Discuss the 2023 Proposed Tax Rate and the 2023-2024 Proposed Budget 43
 - C) Consider Approval of 2023 Proposed Tax Rate to be Published in Notice of Public Hearing 44
- 8) 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	
D) Security	
9) Reestablish the open meeting of the Galveston ISD Board of Trustees.	
10) CONSENT AGENDA - Action Items	
A) Consider approval of the minutes from the Special Meeting on June 28, 2023	45
B) Consider approval of personnel resignations and recommendations with contracts.	48
C) Discuss and consider approval of payment of attorney fees.	49
D) Consider approval of Budget Amendments	50
E) Discuss and consider the approval of the Memorandum of Understanding with Moody Early Childhood Center (MECC)	51
F) Discuss and approve the Student Code of Conduct for 2023-2024.	76
G) Discuss and consider approval of the Memorandum of Understanding (s) with Big Brothers and Big Sisters for Ball High School, Morgan Elementary, Weis Middle School, and Central Middle School.	125
H) Discuss and consider approval of the 2023-2024 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 2023-2024 school year.	132
I) Discuss and consider approval of an Instructional Agreement and Memorandum of Understanding for Dual Credit/Early Admissions Enrollment	139
J) Discuss and Consider Approval of Agreement with Communities in Schools for Dropout Prevention Program	165
K) Discuss and consider approval of the 2023-2024 Juvenile Justice Alternative Educational Program (JJAEP), Funding Parameters and Interlocal Cooperation Agreement and Memorandum of Understanding (MOU).	170
L) Discuss and consider the Interlocal Agreement and Memorandum of Understanding for the Coastal Alternative Program (CAP) for the 2023-2024 school year.	192
M) 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.	214
N) Discuss and Consider Approval of the SHAC Committee Wellness Plan and Wellness Policy Triennial Assessment	220
O) DISCUSS AND CONSIDER APPROVAL OF AGREEMENT FOR THE PURCHASE OF ATTENDANCE CREDIT, DELEGATING CONTRACTUAL AUTHORITY TO THE SUPERINTENDENT FOR THE PURPOSE OF OBLIGATING THE SCHOOL DISTRICT UNDER TEC, 11.1511(C)(4), SOLEY FOR THE PURPOSE OF OBLIGATING THE DISTRICT UNDER CHAPTER 49, SUBCHAPTERS A AND D AND THE RULES ADOPTED BY THE COMMISSIONER OF	229

EDUCATION AS AUTHORIZED UNTEDR TEC, 49.006 RELATED TO EXCESS LOCAL REVENUE

P) Discuss and consider the purchase of Central Middle School Computers for Labs	231
Q) Discuss and consider approval of the renewal of the Workers' Compensation coverage with TASB	242
R) Consider approval of Ricoh copier lease extension	249
S) Consider delegation of authority to purchase white fleet vehicles up to \$300,000.00	252
T) Discuss and consider the approval of a deductive change order to Hellas Construction Company for Courville Stadium GMP contract.	253
U) Discuss and consider the approval of a change order for roof deck replacement at the Central Middle School Gymnasium.	256
V) Discuss and Consider Approval of Change Order No. 01 to the Weis Middle School Renovations Phase-1 Project.	258
W) Discuss and consider the approval of the proposal for materials testing for construction of the New Ball High School from Braun Intertec.	316
X) Discuss and consider approval of the 2023-2024 Salary Structure	324
Y) Discuss and consider approval of claiming "good cause exception" per TEC Section 37.0814(c) related to armed security at each campus.	325
Z) Discuss and consider the adoption of Local District Update 121 affecting the policies listed below.	326
AA) Update GKD-R – Use of School Facilities	327
BB) Public Funds Investment Act Annual Compliance	335
CC) Discuss and Consider Update of Post-Issuance Compliance Procedures for Tax-Exempt Debt	361
DD) Discuss and consider approval of the contract with Adaptive Behavior School (Harris County Department of Education) for 3 students in GISD	376
11) Suggested Future Agenda Items	
12) COMMENTS FROM THE BOARD OF TRUSTEES	
Pursuant to Texas Government Code Section 551.0415, Trustees may report on any of the following items:	
1. Expressions of thanks, gratitude, and condolences	
2. Information regarding holiday schedules	
3. Honorary or salutary recognition of a public official, public employee, or other citizen	
4. Reminders regarding GISD events	
5. Reminders regarding community events	
6. Health and safety announcements	
13) 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 _____ by _____ for the Board of Trustees.

Financial Reports – Executive Summary, Board Meeting 8/02/2023

The following reports representing period ending 6/30/2023, are attached for your review:

Report No. 1 – General Fund revenue collected through the period totals \$109,321,927 or 94.9% of projected collections. For the same period in FY 2021-2022, revenue totaled \$91,443,904 or 89.3% of budgeted collections. See attachment B.

Report No. 2 – General Fund expenditures through the period total \$61,004,721 or 50.9% of total projected expenditures. For the same period in FY 2021-2022, expenditures totaled \$58,530,628 or 54.6% of budgeted expenditures. See attachment C.

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

Funds held by each financial institution at 5/31/2023 are as follows:

Moody Bank	\$ 25,769,911.69	Pledged securities \$17,900,000
Texas Class Investment Pool	\$162,463,538.56	N/A (Investment Pool)
Texas Range	\$ 12,195,156.57	N/A (Investment Pool)
Fidelity Investments	\$203,935,362.97	Treasury & Federal Agency Securities
Total	\$404,363,969.79	

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	\$103,361,026	\$98,086,821	94.9%
Interest & Sinking (Debt Payment)	\$20,264,005	\$19,152,291	94.5%

For the same period in FY 2021-2022, collections were \$84,156,757 (93.1%) for M&O and \$7,752,180 (93.2%) for I&S.

Report No. 5 – 2022 Bond Construction Projects. See attachment F.

Report No. 6 – 2022 Bond Interest Earned. See attachment G

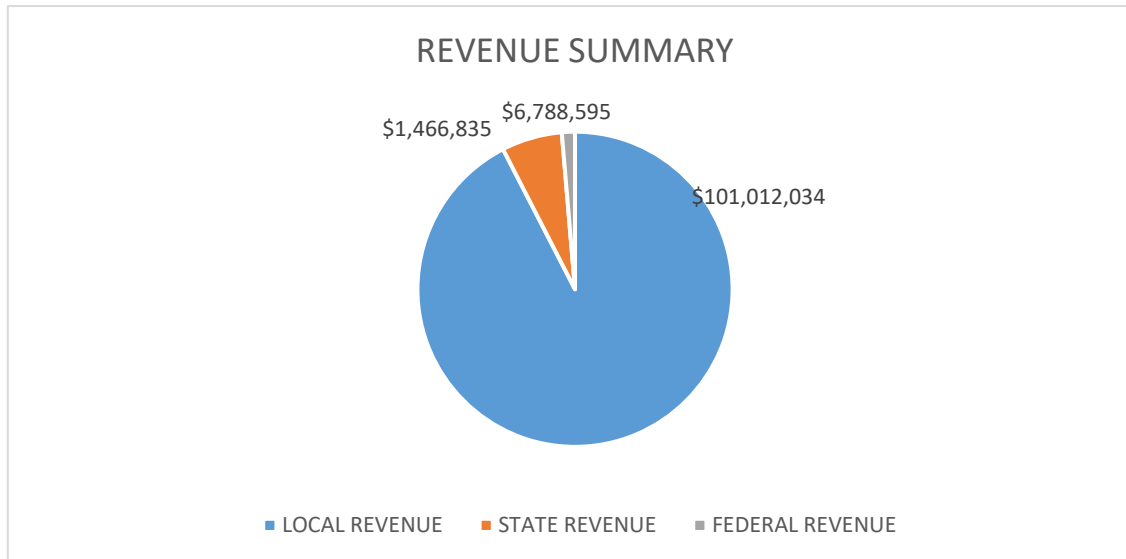
Report No. 7 – Vendors with aggregate purchases for FY 2022-2023 that exceed \$50,000. See attachment H.

Report No. 8 – Local vendor activity for FY 2022-2023 (zip codes 77550-77559). See attachment I.

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

GALVESTON ISD
GENERAL FUND REVENUES BY MAJOR OBJECT
AS OF 6/30/2023

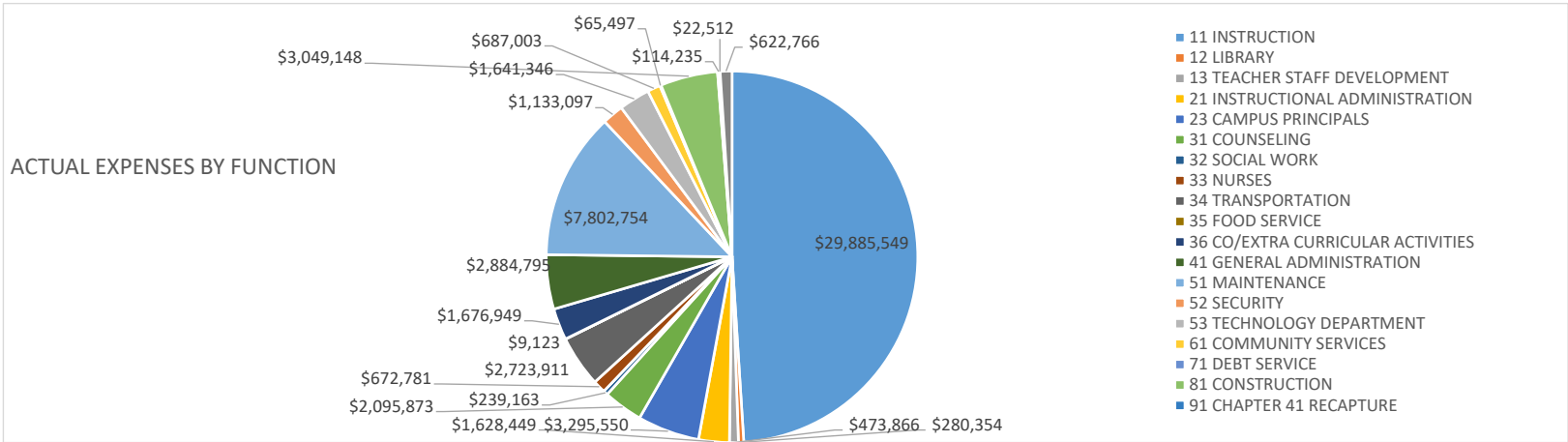
		2022-2023 Revised Budget	Monthly Receipts 6/30/2023	FYTD Activity 6/30/2023	2022-2023 FYTD (Under)/Over Budget
57--	LOCAL REVENUE	\$ 104,538,045	\$ 3,285,896	\$ 101,012,034	\$ (3,526,011)
58--	STATE REVENUE	\$ 5,810,475	\$ 488,569	\$ 6,788,595	\$ 978,120
59--	FEDERAL REVENUE	\$ 1,974,360	\$ 60,580	\$ 1,466,835	\$ (507,525)
79--	TRANSFERS IN	\$ 2,873,820	\$ -	\$ 54,462	\$ (2,819,358)
---		\$ 115,196,700	\$ 3,835,045	\$ 109,321,927	\$ (5,874,773)
	% COLLECTED	94.9%			



ATTACHMENT B

GALVESTON ISD
GENERAL FUND EXPENDITURES BY FUNCTION
AS OF 6/30/2023

FC	Function	Rev Bud February 2022-2023	FYTD Activity June 2022-2023	Encumbered June 2022-2023	Expenses + Encumbered	Unencumbered Balance June 2022-2023
11	INSTRUCTION	\$ 37,595,367	\$ 29,885,549	\$ 82,803	\$ 29,968,353	\$ (7,627,015)
12	LIBRARY	\$ 370,291	\$ 280,354	\$ 11,839	\$ 292,193	\$ (78,098)
13	TEACHER STAFF DEVELOPMENT	\$ 699,669	\$ 473,866	\$ 27,919	\$ 501,785	\$ (197,884)
21	INSTRUCTIONAL ADMINISTRATION	\$ 2,007,342	\$ 1,628,449	\$ 24,667	\$ 1,653,116	\$ (354,226)
23	CAMPUS PRINCIPALS	\$ 4,173,827	\$ 3,295,550	\$ 15,889	\$ 3,311,440	\$ (862,388)
31	COUNSELING	\$ 2,308,541	\$ 2,095,873	\$ 2,254	\$ 2,098,127	\$ (210,414)
32	SOCIAL WORK	\$ 295,476	\$ 239,163	\$ -	\$ 239,163	\$ (56,313)
33	NURSES	\$ 839,800	\$ 672,781	\$ 16	\$ 672,797	\$ (167,003)
34	TRANSPORTATION	\$ 3,383,437	\$ 2,723,911	\$ 144,400	\$ 2,868,311	\$ (515,126)
35	FOOD SERVICE	\$ -	\$ 9,123	\$ -	\$ 9,123	\$ 9,123
36	CO/EXTRA CURRICULAR ACTIVITIES	\$ 2,183,519	\$ 1,676,949	\$ 46,174	\$ 1,723,123	\$ (460,396)
41	GENERAL ADMINISTRATION	\$ 3,045,626	\$ 2,884,795	\$ 60,428	\$ 2,945,223	\$ (100,403)
51	MAINTENANCE	\$ 9,670,798	\$ 7,802,754	\$ 417,688	\$ 8,220,442	\$ (1,450,356)
52	SECURITY	\$ 1,305,408	\$ 1,133,097	\$ 10,317	\$ 1,143,414	\$ (161,994)
53	TECHNOLOGY DEPARTMENT	\$ 2,145,741	\$ 1,641,346	\$ 95,090	\$ 1,736,437	\$ (391,611)
61	COMMUNITY SERVICES	\$ 1,006,746	\$ 687,003	\$ 308,146	\$ 995,149	\$ (11,597)
71	DEBT SERVICE	\$ -	\$ 65,497	\$ 9,545	\$ 75,042	\$ 75,042
81	CONSTRUCTION	\$ 3,897,598	\$ 3,049,148	\$ 268,162	\$ 3,317,310	\$ (580,288)
91	CHAPTER 41 RECAPTURE	\$ 44,048,102	\$ 114,235	\$ -	\$ 114,235	\$ (43,933,867)
93	PMTS TO FISCAL AGENT/SSA	\$ 26,875	\$ 22,512	\$ -	\$ 22,512	\$ (4,363)
99	APPRAISAL DISTRICT FEES	\$ 817,000	\$ 622,766	\$ 203,284	\$ 826,050	\$ 9,050
--	COLUMN TOTALS	\$ 119,821,163	\$ 61,004,721	\$ 1,728,623	\$ 62,733,344	\$ (57,070,126)
	EXPENDITURES AS A % OF BUDGET		50.9%		52.4%	





**Galveston ISD
Portfolio Management
Portfolio Summary
June 30, 2023**

TCG Advisors, a HUB Intl Co
900 S Capital of Texas Hwy
350
Austin, TX 78746
(512)600-5200

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
Federal Agency Coupon Securities	39,745,000.00	38,648,247.20	38,962,462.84	9.59	567	290	4.379
Treasury Coupon Securities	121,943,000.00	118,398,729.52	119,591,108.38	29.44	648	371	4.292
Treasury Discounts -Amortizing	23,775,000.00	23,137,716.50	23,194,796.60	5.71	243	186	5.088
Municipal Bonds	24,160,000.00	23,274,243.55	23,538,041.81	5.79	646	370	4.397
Investment Pools	174,658,695.13	174,658,695.13	174,658,695.13	43.00	1	1	5.256
Bank Accounts	24,712,976.80	24,712,976.80	24,712,976.80	6.08	1	1	2.140
Money Market Accounts	1,533,361.09	1,533,361.09	1,533,361.09	0.38	1	1	4.347
	410,528,033.02	404,363,969.79	406,191,442.65	100.00%	297	170	4.636

Investments						
Cash and Accrued Interest						
Accrued Interest at Purchase		0.00	0.00			
Ending Accrued Interest		954,966.02	954,966.02			
Subtotal		954,966.02	954,966.02			
	410,528,033.02	405,318,935.81	407,146,408.67		297	170
Total Cash and Investments Value						4.636

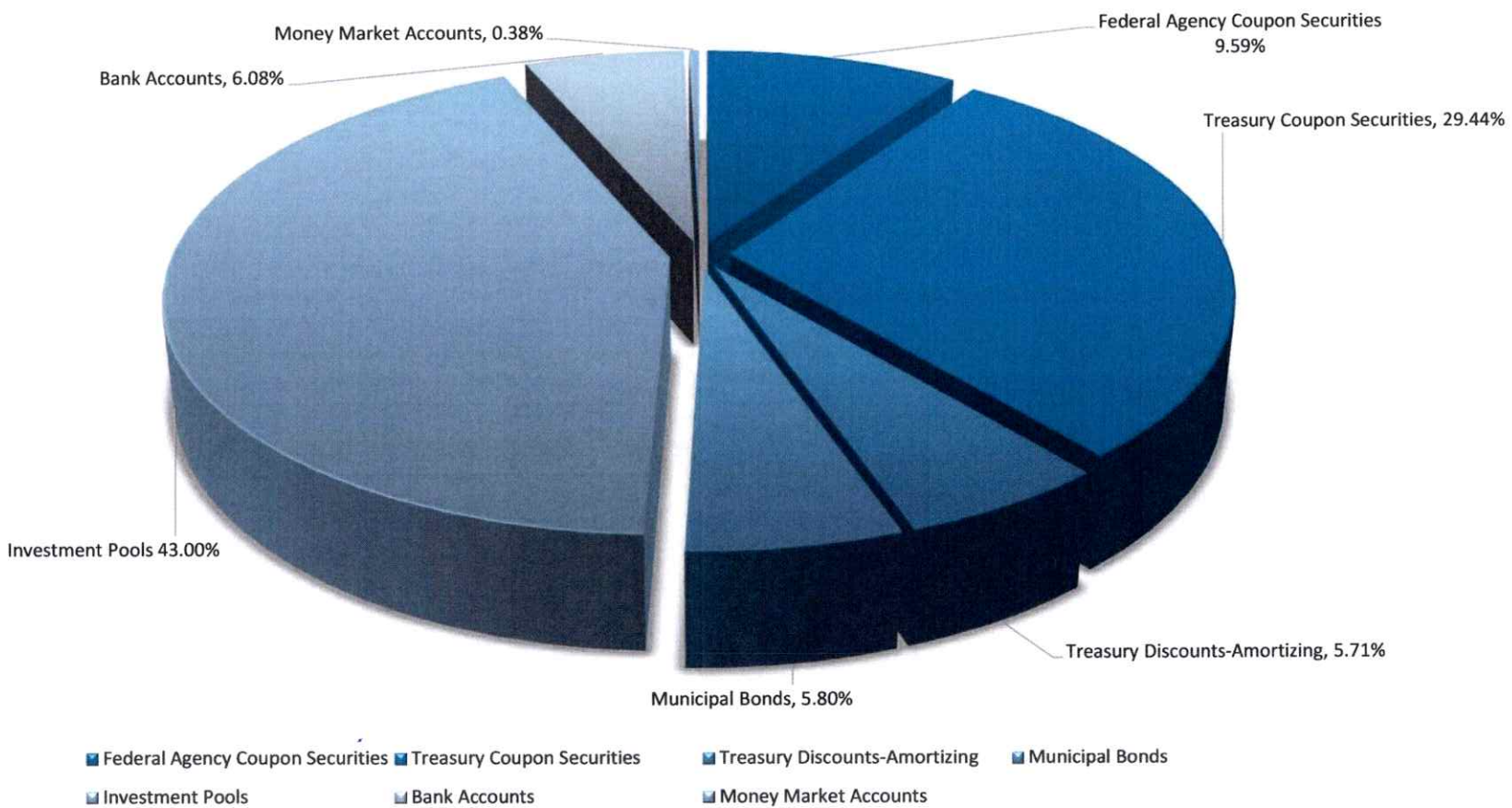
Total Earnings	June 30 Month Ending	Fiscal Year To Date
Current Year	1,574,664.16	11,821,488.74
Average Daily Balance	411,796,938.89	344,939,984.48
Effective Rate of Return	4.65%	4.13%

The following reports are submitted in accordance with the Public Funds Investment Act (Texas Gov't Code 2256). The reports also offer supplemental information not required by the Act in order to fully inform the governing body of the District of the position and activity within the District's portfolio of investments.


Lorraine Dochoda, Director of Accounting 7/17/23


Jeff Martello, Chief Financial Officer 7/26/23

Book Value Percentages by Investment Type





Galveston ISD
Fund GEN OP - General Operating
Investments by Fund
June 30, 2023

TCG Advisors, a HUB Intl Co
 900 S Capital of Texas Hwy
 350
 Austin, TX 78746
 (512)600-5200

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Investment Pools										
TX GEN-0001	10237	Texas Class	09/01/2022	57,188,204.32	57,188,204.32	57,188,204.32	5.267	5.195	5.267	1
TX DLY 1227-02	10231	Texas Range	09/01/2022	11,241,976.38	11,241,976.38	11,241,976.38	5.100	5.030	5.100	1
Subtotal and Average				68,430,180.70	68,430,180.70	68,430,180.70		5.168	5.240	1
Bank Accounts										
MB GEN 7601	10246	Moody Bank	09/01/2022	4,613,323.25	4,613,323.25	4,613,323.25	0.050	0.049	0.050	1
MB GEN 0616	10293	Moody Bank	05/01/2023	10,067,695.36	10,067,695.36	10,067,695.36	5.180	5.109	5.180	1
Subtotal and Average				14,681,018.61	14,681,018.61	14,681,018.61		3.519	3.568	1
Total Investments and Average				83,111,199.31	83,111,199.31	83,111,199.31		4.877	4.945	1

**Fund DS - Interest & Sinking
Investments by Fund
June 30, 2023**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Investment Pools										
TX DEBT-0002	10238	Texas Class	09/01/2022	8,803,355.85	8,803,355.85	8,803,355.85	5.267	5.195	5.267	1
TX DLY 1227-04	10232	Texas Range	09/01/2022	217,008.23	217,008.23	217,008.23	5.100	5.030	5.100	1
Subtotal and Average				9,020,364.08	9,020,364.08	9,020,364.08		5.191	5.263	1
Bank Accounts										
MB DS 2049	10243	Moody Bank	09/01/2022	2,051,875.75	2,051,875.75	2,051,875.75	0.050	0.049	0.050	1
Subtotal and Average				2,051,875.75	2,051,875.75	2,051,875.75		0.049	0.050	1
Money Market Accounts										
MB DS MM 7635	10244	Moody Bank	09/01/2022	1,056,934.89	1,056,934.89	1,056,934.89	4.070	4.070	4.126	1
Subtotal and Average				1,056,934.89	1,056,934.89	1,056,934.89		4.070	4.127	1
Total Investments and Average				12,129,174.72	12,129,174.72	12,129,174.72		4.224	4.282	1

**Fund STUACT - Student Activity
Investments by Fund
June 30, 2023**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Investment Pools										
TX ACT-0004	10240	Texas Class	09/01/2022	427,029.69	427,029.69	427,029.69	5.267	5.195	5.267	1
Subtotal and Average				427,029.69	427,029.69	427,029.69		5.195	5.267	1
Bank Accounts										
MB ACT 7627	10241	Moody Bank	09/01/2022	258,150.94	258,150.94	258,150.94	0.050	0.049	0.050	1
Subtotal and Average				258,150.94	258,150.94	258,150.94		0.049	0.050	1
Total Investments and Average				685,180.63	685,180.63	685,180.63		3.256	3.302	1

**Fund CN - Child Nutrition
Investments by Fund
June 30, 2023**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Investment Pools										
TX CNS-0005	10282	Texas Class	09/01/2022	3,391,170.79	3,391,170.79	3,391,170.79	5.267	5.195	5.267	1
TX DLY 1227-08	10235	Texas Range	09/01/2022	736,171.96	736,171.96	736,171.96	5.100	5.030	5.100	1
Subtotal and Average				4,127,342.75	4,127,342.75	4,127,342.75		5.166	5.238	1
Bank Accounts										
MB CN 7619	10245	Moody Bank	09/01/2022	397,336.12	397,336.12	397,336.12	0.050	0.049	0.050	1
Subtotal and Average				397,336.12	397,336.12	397,336.12		0.049	0.050	1
Total Investments and Average				4,524,678.87	4,524,678.87	4,524,678.87		4.716	4.782	1

Fund BD 2022 CONS FD - Bond 2022 Construction Fund
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Coupon Securities											
3130ATBL0	10251	FHLB Note	09/26/2022	8,457,229.58	8,485,000.00	8,422,211.00	3.625	4.349	4.410	12/08/2023	160
3130ATBM8	10252	FHLB Note	09/26/2022	7,620,139.31	7,660,000.00	7,564,786.20	3.625	4.359	4.420	03/08/2024	251
3130AQ3F8	10261	FHLB Note	09/27/2022	14,334,439.77	15,000,000.00	14,121,450.00	1.150	4.349	4.410	12/10/2024	528
3137EAEV7	10262	FHLMC Note	09/27/2022	8,550,654.18	8,600,000.00	8,539,800.00	0.250	4.201	4.260	08/24/2023	54
Subtotal and Average				38,962,462.84	39,745,000.00	38,648,247.20		4.319	4.379		289
Treasury Coupon Securities											
91282CEK3	10255	US Treasury	09/26/2022	10,025,897.18	10,172,000.00	9,929,194.36	2.500	4.241	4.300	04/30/2024	304
91282CFG1	10256	US Treasury	09/26/2022	10,042,669.45	10,150,000.00	9,906,197.00	3.250	4.142	4.200	08/31/2024	427
91282WE6	10257	US Treasury	09/26/2022	10,005,477.60	10,058,000.00	9,964,862.92	2.750	4.132	4.190	11/15/2023	137
91282CDS7	10267	US Treasury	09/27/2022	7,154,809.14	7,500,000.00	7,052,925.00	1.125	4.231	4.290	01/15/2025	564
91282CEX5	10268	US Treasury	09/27/2022	10,022,876.99	10,150,000.00	9,910,561.50	3.000	4.250	4.310	06/30/2024	365
91282ZY9	10270	US Treasury	09/27/2022	10,304,427.32	10,320,000.00	10,302,868.80	0.125	4.103	4.160	07/15/2023	14
912823D0	10271	US Treasury	09/27/2022	10,041,044.34	10,300,000.00	9,898,506.00	2.250	4.181	4.240	10/31/2024	488
912823Z1	10272	US Treasury	09/27/2022	10,086,616.76	10,330,000.00	9,951,922.00	2.750	4.191	4.250	02/28/2025	608
91282CDH1	10276	US Treasury	09/28/2022	9,194,614.34	9,650,000.00	9,076,307.50	0.750	4.320	4.380	11/15/2024	503
91282CED9	10277	US Treasury	09/28/2022	6,365,769.30	6,650,000.00	6,290,501.00	1.750	4.359	4.420	03/15/2025	623
91282CFA4	10278	US Treasury	09/28/2022	10,055,144.18	10,200,000.00	9,941,430.00	3.000	4.320	4.380	07/31/2024	396
91282CFN6	10279	US Treasury	09/30/2022	2,161,797.60	2,163,000.00	2,134,621.44	4.250	4.241	4.300	09/30/2024	457
9128285Z9	10280	US Treasury	09/28/2022	6,628,227.30	6,700,000.00	6,588,780.00	2.500	4.339	4.400	01/31/2024	214
9128286G0	10281	US Treasury	09/28/2022	7,501,736.88	7,600,000.00	7,450,052.00	2.375	4.339	4.400	02/29/2024	243
Subtotal and Average				119,591,108.38	121,943,000.00	118,398,729.52		4.234	4.292		371
Treasury Discounts -Amortizing											
912796ZZ5	10289	US Treasury	04/20/2023	10,297,388.73	10,325,000.00	10,300,633.00	5.068	5.203	5.276	07/20/2023	19
912797FH5	10290	US Treasury	05/18/2023	12,897,407.87	13,450,000.00	12,837,083.50	4.622	4.870	4.938	05/16/2024	320
Subtotal and Average				23,194,796.60	23,775,000.00	23,137,716.50		5.019	5.088		186
Municipal Bonds											
010268CL2	10250	Alabama Fed Aid Hwy Fin Auth	09/27/2022	5,129,359.29	5,350,000.00	5,063,079.50	0.689	4.359	4.420	09/01/2024	428
13063DLZ9	10260	California ST Var Purp GO Bds	09/28/2022	7,035,509.78	7,100,000.00	6,961,479.00	3.000	4.201	4.260	04/01/2024	275
429335LP5	10254	Hidalgo Cnty Tex Drain Dist #1	09/27/2022	1,684,177.24	1,685,000.00	1,680,669.55	4.000	4.241	4.300	09/01/2023	62
64966QCA6	10264	NY NY GO Bds Fiscal 2020	09/28/2022	2,890,765.18	2,960,000.00	2,853,025.60	2.130	4.422	4.483	08/01/2024	397
64990FA95	10275	NY ST Dorm Auth ST	09/29/2022	3,836,156.38	4,065,000.00	3,782,319.90	1.062	4.527	4.590	03/15/2025	623
88213AHL2	10265	TX A&M Univ Rev Fin Sys Bds	09/28/2022	2,962,073.94	3,000,000.00	2,933,670.00	2.884	4.340	4.400	05/15/2024	319

Fund BD 2022 CONS FD - Bond 2022 Construction Fund
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Subtotal and Average				23,538,041.81	24,160,000.00	23,274,243.55		4.336	4.397	370
Investment Pools										
TX BD 2022	10284	Texas Class	09/01/2022	32,827,154.60	32,827,154.60	32,827,154.60	5.267	5.195	5.267	1
TX DLY 1227-05	10233	Texas Range	09/01/2022	0.00	0.00	0.00	2.430	2.396	2.430	1
Subtotal and Average				32,827,154.60	32,827,154.60	32,827,154.60		5.195	5.267	1
Bank Accounts										
MB BD CON 2022	10287	Moody Bank	09/08/2022	3,914,000.25	3,914,000.25	3,914,000.25	0.050	0.049	0.050	1
Subtotal and Average				3,914,000.25	3,914,000.25	3,914,000.25		0.049	0.050	1
Money Market Accounts										
FID BOND MM	10286	Fidelity Investments	09/22/2022	476,426.20	476,426.20	476,426.20	4.770	4.770	4.836	1
Subtotal and Average				476,426.20	476,426.20	476,426.20		4.770	4.836	1
Total Investments and Average				242,503,990.68	246,840,581.05	240,676,517.82		4.396	4.457	283

Fund BD 2018 CONS FD - Bond 2018 Construction Fund
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Bank Accounts										
MB BD CON 2056	10242	Moody Bank	09/01/2022	83,239.95	83,239.95	83,239.95	0.050	0.049	0.050	1
Subtotal and Average				83,239.95	83,239.95	83,239.95		0.049	0.050	1
Total Investments and Average				83,239.95	83,239.95	83,239.95		0.049	0.050	1

Fund BD 2023 CONS FD - Bond 2023 Construction Fund
Investments by Fund
June 30, 2023

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Investment Pools										
TX BD 2023	10291	Texas Class	05/03/2023	59,826,623.31	59,826,623.31	59,826,623.31	5.267	5.195	5.267	1
Subtotal and Average				59,826,623.31	59,826,623.31	59,826,623.31		5.195	5.267	1
Bank Accounts										
MB 23 BND 5610	10292	Moody Bank	05/23/2023	3,327,355.18	3,327,355.18	3,327,355.18	0.050	0.049	0.050	1
Subtotal and Average				3,327,355.18	3,327,355.18	3,327,355.18		0.049	0.050	1
Total Investments and Average				63,153,978.49	63,153,978.49	63,153,978.49		4.924	4.993	1



**Galveston ISD
Summary by Type
June 30, 2023
Grouped by Fund**

TCG Advisors, a HUB Intl Co
900 S Capital of Texas Hwy
350
Austin, TX 78746
(512)600-5200

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Bond 2018 Construction Fund						
Bank Accounts	1	83,239.95	83,239.95	0.02	0.050	1
Subtotal	1	83,239.95	83,239.95	0.02	0.050	1
Fund: Bond 2022 Construction Fund						
Federal Agency Coupon Securities	4	39,745,000.00	38,962,462.84	9.59	4.379	290
Money Market Accounts	1	476,426.20	476,426.20	0.12	4.836	1
Municipal Bonds	6	24,160,000.00	23,538,041.81	5.79	4.397	370
Bank Accounts	1	3,914,000.25	3,914,000.25	0.96	0.050	1
Investment Pools	2	32,827,154.60	32,827,154.60	8.08	5.267	1
Treasury Coupon Securities	14	121,943,000.00	119,591,108.38	29.44	4.292	371
Treasury Discounts -Amortizing	2	23,775,000.00	23,194,796.60	5.71	5.088	186
Subtotal	30	246,840,581.05	242,503,990.68	59.69	4.457	284
Fund: Bond 2023 Construction Fund						
Investment Pools	1	59,826,623.31	59,826,623.31	14.73	5.267	1
Bank Accounts	1	3,327,355.18	3,327,355.18	0.82	0.050	1
Subtotal	2	63,153,978.49	63,153,978.49	15.55	4.993	1
Fund: Child Nutrition						
Investment Pools	2	4,127,342.75	4,127,342.75	1.02	5.238	1
Bank Accounts	1	397,336.12	397,336.12	0.10	0.050	1
Subtotal	3	4,524,678.87	4,524,678.87	1.12	4.782	1
Fund: Interest & Sinking						
Investment Pools	2	9,020,364.08	9,020,364.08	2.22	5.263	1
Bank Accounts	1	2,051,875.75	2,051,875.75	0.51	0.050	1
Money Market Accounts	1	1,056,934.89	1,056,934.89	0.26	4.127	1
Subtotal	4	12,129,174.72	12,129,174.72	2.99	4.282	1
Fund: General Operating						
Bank Accounts	2	14,681,018.61	14,681,018.61	3.61	3.568	1

Galveston ISD
 Summary by Type
 June 30, 2023
 Grouped by Fund

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: General Operating						
Investment Pools	2	68,430,180.70	68,430,180.70	16.85	5.240	1
Subtotal	4	83,111,199.31	83,111,199.31	20.46	4.945	1
Fund: Student Activity						
Investment Pools	1	427,029.69	427,029.69	0.11	5.267	1
Bank Accounts	1	258,150.94	258,150.94	0.06	0.050	1
Subtotal	2	685,180.63	685,180.63	0.17	3.302	1
Total and Average	46	410,528,033.02	406,191,442.65	100.00	4.636	170



Galveston ISD
Cash Reconciliation Report
For the Period June 1, 2023 - June 30, 2023
Grouped by Fund

TCG Advisors, a HUB Intl Co
 900 S Capital of Texas Hwy
 350
 Austin, TX 78746
 (512)600-5200

Trans. Date	Investment #	Fund	Trans. Type	Security ID	Par Value	Security Description	Maturity Date	Purchases	Interest	Redemptions	Cash
Bond 2022 Construction Fund											
06/08/2023	10251	BD 2022	Interest	3130ATBL0	8,485,000.00	FHLB 8.5M 3.63% Mat. 12/08/2023	12/08/2023	0.00	153,790.63	0.00	153,790.63
06/12/2023	10261	BD 2022	Interest	3130AQ3F8	15,000,000.00	FHLB 15.0M 1.15% Mat. 12/10/2024	12/10/2024	0.00	86,250.00	0.00	86,250.00
06/30/2023	10268	BD 2022	Interest	91282CEX5	10,150,000.00	USTR 10.2M 3.00% Mat. 06/30/2024	06/30/2024	0.00	152,250.00	0.00	152,250.00
Subtotal								0.00	392,290.63	0.00	392,290.63
Total								0.00	392,290.63	0.00	392,290.63



**Galveston ISD
Accrued Interest
Sorted by Fund - Maturity Date
June 1, 2023 - June 30, 2023**

TCG Advisors, a HUB Intl Co
900 S Capital of Texas Hwy
350
Austin, TX 78746
(512)600-5200

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
Bond 2018 Construction Fund										
MB BD CON 2056	10242	RR2	83,239.95		0.050	0.00	0.00	3.65	3.65	0.00
	Subtotal		83,239.95			0.00	0.00	3.65	3.65	0.00
Bond 2022 Construction Fund										
TX BD 2022	10284	RRP	32,827,154.60		5.267	0.00	0.00	158,591.33	158,591.33	0.00
TX DLY 1227-05	10233	RRP	0.00		2.430	0.00	0.00	0.00	0.00	0.00
MB BD CON 2022	10287	RR2	3,914,000.25		0.050	0.00	0.00	102.44	102.44	0.00
FID BOND MM	10286	RR3	476,426.20		4.770	0.00	0.00	1,020.08	1,020.08	0.00
912828ZY9	10270	TRC	10,320,000.00	07/15/2023	0.125	4,882.04	0.00	1,069.06	0.00	5,951.10
912796ZZ5	10289	ATD	10,325,000.00	07/20/2023	5.068	0.00	0.00	0.00	0.00	0.00
3137EAEV7	10262	FAC	8,600,000.00	08/24/2023	0.250	5,793.06	0.00	1,791.66	0.00	7,584.72
429335LP5	10254	MC1	1,685,000.00	09/01/2023	4.000	16,850.00	0.00	5,616.67	0.00	22,466.67
912828WE6	10257	TRC	10,058,000.00	11/15/2023	2.750	12,777.49	0.00	22,548.50	0.00	35,325.99
3130ATBL0	10251	FAC	8,485,000.00	12/08/2023	3.625	147,809.88	0.00	25,631.77	153,790.63	19,651.02
9128285Z9	10280	TRC	6,700,000.00	01/31/2024	2.500	55,987.57	0.00	13,881.21	0.00	69,868.78
9128286G0	10281	TRC	7,600,000.00	02/29/2024	2.375	45,615.49	0.00	14,714.67	0.00	60,330.16
3130ATBM8	10252	FAC	7,660,000.00	03/08/2024	3.625	64,019.51	0.00	23,139.59	0.00	87,159.10
13063DLZ9	10260	MC1	7,100,000.00	04/01/2024	3.000	35,500.00	0.00	17,750.00	0.00	53,250.00
91282CEK3	10255	TRC	10,172,000.00	04/30/2024	2.500	22,113.04	0.00	20,730.98	0.00	42,844.02
88213AHL2	10265	MC1	3,000,000.00	05/15/2024	2.884	3,845.33	0.00	7,210.00	0.00	11,055.33
912797FH5	10290	ATD	13,450,000.00	05/16/2024	4.622	0.00	0.00	0.00	0.00	0.00
91282CEX5	10268	TRC	10,150,000.00	06/30/2024	3.000	127,856.35	0.00	25,221.10	152,250.00	827.45
91282CFA4	10278	TRC	10,200,000.00	07/31/2024	3.000	102,281.77	0.00	25,359.11	0.00	127,640.88
64966CCA6	10264	MC1	2,960,000.00	08/01/2024	2.130	21,016.00	0.00	5,254.00	0.00	26,270.00
91282CFG1	10256	TRC	10,150,000.00	08/31/2024	3.250	83,365.15	0.00	26,891.98	0.00	110,257.13
010268CL2	10250	MC1	5,350,000.00	09/01/2024	0.689	9,215.38	0.00	3,071.79	0.00	12,287.17
91282CFN6	10279	TRC	2,163,000.00	09/30/2024	4.250	15,572.42	0.00	7,535.04	0.00	23,107.46
9128283D0	10271	TRC	10,300,000.00	10/31/2024	2.250	20,152.17	0.00	18,892.67	0.00	39,044.84
91282CDH1	10276	TRC	9,650,000.00	11/15/2024	0.750	3,343.41	0.00	5,900.14	0.00	9,243.55
3130AQ3F8	10261	FAC	15,000,000.00	12/10/2024	1.150	81,937.50	0.00	14,375.00	86,250.00	10,062.50
91282CDS7	10267	TRC	7,500,000.00	01/15/2025	1.125	31,931.98	0.00	6,992.40	0.00	38,924.38
9128283Z1	10272	TRC	10,330,000.00	02/28/2025	2.750	71,790.69	0.00	23,158.29	0.00	94,948.98
91282CED9	10277	TRC	6,650,000.00	03/15/2025	1.750	24,666.44	0.00	9,487.09	0.00	34,153.53
64990FA95	10275	MC1	4,065,000.00	03/15/2025	1.062	9,113.73	0.00	3,597.53	0.00	12,711.26
	Subtotal		246,840,581.05			1,017,436.40	0.00	489,534.10	552,004.48	954,966.02

* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest. Ending Accrued includes outstanding purchase interest.

Galveston ISD
Accrued Interest
Sorted by Fund - Maturity Date

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
Bond 2023 Construction Fund										
TX BD 2023	10291	RRP	59,826,623.31		5.267	0.00	0.00	263,376.24	263,376.24	0.00
MB 23 BND 5610	10292	RR2	3,327,355.18		0.050	0.00	0.00	124.71	124.71	0.00
		Subtotal	63,153,978.49			0.00	0.00	263,500.95	263,500.95	0.00
Child Nutrition										
TX CNS-0005	10282	RRP	3,391,170.79		5.267	0.00	0.00	15,055.60	15,055.60	0.00
TX DLY 1227-08	10235	RRP	736,171.96		5.100	0.00	0.00	3,075.22	3,075.22	0.00
MB CN 7619	10245	RR2	397,336.12		0.050	0.00	0.00	19.63	19.63	0.00
		Subtotal	4,524,678.87			0.00	0.00	18,150.45	18,150.45	0.00
Interest & Sinking										
TX DEBT-0002	10238	RRP	8,803,355.85		5.267	0.00	0.00	36,822.17	36,822.17	0.00
TX DLY 1227-04	10232	RRP	217,008.23		5.100	0.00	0.00	906.51	906.51	0.00
MB DS 2049	10243	RR2	2,051,875.75		0.050	0.00	0.00	90.00	90.00	0.00
MB DS MM 7635	10244	RR3	1,056,934.89		4.070	0.00	0.00	3,693.56	3,693.56	0.00
		Subtotal	12,129,174.72			0.00	0.00	41,512.24	41,512.24	0.00
General Operating										
TX GEN-0001	10237	RRP	57,188,204.32		5.267	0.00	0.00	255,462.61	255,462.61	0.00
TX DLY 1227-02	10231	RRP	11,241,976.38		5.100	0.00	0.00	46,961.17	46,961.17	0.00
MB GEN 7601	10246	RR2	4,613,323.25		0.050	0.00	0.00	135.02	135.02	0.00
MB GEN 0616	10293	RR2	10,067,695.36		5.180	0.00	0.00	44,464.70	44,464.70	0.00
		Subtotal	83,111,199.31			0.00	0.00	347,023.50	347,023.50	0.00
Student Activity										
TX ACT-0004	10240	RRP	427,029.69		5.267	0.00	0.00	1,844.49	1,844.49	0.00
MB ACT 7627	10241	RR2	258,150.94		0.050	0.00	0.00	12.78	12.78	0.00
		Subtotal	685,180.63			0.00	0.00	1,857.27	1,857.27	0.00
		Total	410,528,033.02			1,017,436.40	0.00	1,161,582.16	1,224,052.54	954,966.02

* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest. Ending Accrued includes outstanding purchase interest.

GALVESTON ISD
TAX COLLECTIONS BY FUND
AS OF 6/30/2023

FUND	FUND	OBJ	OBJ	Revised Budget 2022-2023	FYTD Activity 2022-2023	June 2022-2023 Monthly Activity	2022-23 FYTD (UNDER)/Over Budget
199	GENERAL FUND	5711	TAXES-CURRENT YEAR	\$ 100,452,652	\$ 95,921,267	\$ 2,581,251	\$ (4,531,385)
199	GENERAL FUND	5712	TAXES-DELINQUENT	\$ 1,858,374	\$ 1,290,166	\$ 90,322	\$ (568,208)
199	GENERAL FUND	5719	PENALTY/INT/OTHER TAX REVENUE	\$ 1,050,000	\$ 875,388	\$ 141,008	\$ (174,612)
FUND TOTAL				\$ 103,361,026	\$ 98,086,821	\$ 2,812,581	\$ (5,274,205)
YTD AS A % OF BUDGET				94.9%			

FUND	FUND	OBJ	OBJ	Revised Budget 2022-2023	FYTD Activity 2022-2023	June 2022-2023 Monthly Activity	2022-23 FYTD (UNDER)/Over Budget
599	DEBT SERVICE FUND	5711	TAXES-CURRENT YEAR	\$ 19,797,747	\$ 18,901,460	\$ 508,726	\$ (896,287)
599	DEBT SERVICE FUND	5712	TAXES-DELINQUENT	\$ 366,258	\$ 120,955	\$ 8,547	\$ (245,303)
599	DEBT SERVICE FUND	5719	PENALTY/INT/OTHER TAX REVENUE	\$ 100,000	\$ 129,876	\$ 24,392	\$ 29,876
FUND TOTAL				\$ 20,264,005	\$ 19,152,291	\$ 541,665	\$ (1,111,714)
YTD AS A % OF BUDGET				94.5%			

Galveston Independent School District
Bond 2022 Construction Expenditures
As of June 30, 2023

Bond Propositions	Voter Approved		
	May 7, 2022 Amount Authorized	Bond Sale #1 August 30, 2022	Bond Sale #2 May 3, 2023
A Ball HS	\$ 229,973,721	\$ 170,472,069	\$ 59,501,652
A Transportation	\$ 2,820,186	\$ 1,849,855	\$ 970,331
A Bond Resolutions	\$ 1,061,093	\$ 1,061,093	\$ -
B Natatorium at BHS	\$ 15,980,000	\$ 11,825,089	\$ 4,154,911
C MS Renovation at Central MS	\$ 8,513,236	\$ 8,513,236	\$ -
C MS Renovation at Weis	\$ 18,746,764	\$ 18,745,885	\$ 879
C MS Renovation at Austin MS	\$ 8,900,000	\$ 8,727,773	\$ 172,227
D Technology	\$ 4,535,000	\$ 4,535,000	\$ -
E Courville Stadium	\$ 24,270,000	\$ 24,270,000	\$ -
TOTAL BOND AMOUNT	\$ 314,800,000	\$ 250,000,000	\$ 64,800,000

Propositions Sum of Ball HS and Natatorium \$ 245,953,721
These project budgets have been combined as they will be bid as one.

Project Expenditures not budgeted \$ (3,065,800)
Bond Funds Interest Earned through March 2023 \$ 2,437,650
Excess Interest Earned \$ (628,151)

	Description of Expenditure	Original Bond 2022	Interest Earned	Revised Budget	Bond			Encumbrances	Balance	
		Project Budget	on Bond		Resolution FY21	FY 2022	FY 2023			
6629	New Ball High School	Construction	\$ 194,179,259	\$ 1,786,821	\$ 195,966,080	-	49,518	607	\$ 199,975,955	
6628		Architect Fees	10,869,914		10,869,914	162,960	5,985,997	4,677,722	43,235	
6626		Attorney Fees	-		-	19,244	126,894		(146,138)	
6625		Program Management Fees	-		-	66,064	70,569	2,416,624	(2,553,257)	
6627		Surveys, Testing and Reimb.	2,691,072		2,691,072		206,063	184,276	2,300,733	
6639		Furniture, Fixtures and Equipment	12,624,114		12,624,114	-	53,026	-	12,571,088	
6638		Technology	9,609,362		9,609,362	-			9,609,362	
		TOTAL	\$ 229,973,721	\$ 1,786,821	\$ 231,760,542	\$ -	\$ 248,268	\$ 6,492,066	\$ 7,279,229	\$ 217,740,979
6629	Ball High School	Construction	\$ 12,867,782	124,159	\$ 12,991,941				\$ 12,991,941	
6628	Natatorium	Architect Fees	-		-		415,093	2,135,084	(2,550,177)	
6626		Attorney Fees	-		-		930		(930)	
6625		Program Management Fees	-		-		674		(674)	
6627		Surveys, Testing and Reimb.	1,383,208		1,383,208		1,820	1,014	1,380,374	
6639		Furniture, Fixtures and Equipment	1,152,673		1,152,673				1,152,673	
6638		Technology	576,337		576,337				576,337	
		TOTAL	\$ 15,980,000	\$ 124,159	\$ 16,104,159	\$ -	\$ -	\$ 418,517	\$ 2,136,098	\$ 13,549,544
		TOTAL BHS & NATATORIUM	\$ 245,953,721	\$ 1,910,981	\$ 247,864,702	\$ -	\$ 248,268	\$ 6,910,584	\$ 9,415,327	\$ 231,290,523
6631	Transportation	Buses (13 total - 10 remaining)	\$ 1,651,161	21,912	\$ 1,673,073	-	451,854	1,052,265	\$ 168,954	
6631		White Fleet	862,259		862,259	-	185,765	443,165	233,329	
6631		Police Vehicles	213,453		213,453	-	0	0	213,453	
6638		SMART-Tag Student Management Software	93,313		93,313	-	0	0	93,313	
		TOTAL	\$ 2,820,186	\$ 21,912	\$ 2,842,098	\$ -	\$ -	\$ 637,619	\$ 1,495,430	\$ 709,049

**Galveston Independent School District
Bond 2022 Construction Expenditures
As of June 30, 2023**

		Original Bond 2022	Interest Earned	Bond						
		Project Budget	on Bond	Revised Budget	Resolution FY21	FY 2022	FY 2023	Encumbrances	Balance	
Bond Resolutions		Description of Expenditure								
		Capital Expenditures in FY 2022								
		\$ 178,000	\$ -	\$ 178,000	\$ 178,000				\$ -	
		\$ 543,593		543,593	543,593				-	
		\$ 144,500		144,500	144,500				0	
		\$ 195,000		195,000	195,000				0	
		\$ 1,061,093	\$ -	\$ 1,061,093	\$ 1,061,093	\$ -	\$ -	\$ -	\$ -	
Middle Schools										
6629	MS Renovation at Austin MS	\$ 7,542,373	\$ 69,150	\$ 7,611,523					\$ 7,611,523	
6628		452,542		452,542					452,542	
6626				0					0	
6625				0			5,116.60	84,909	(90,025)	
6627		150,847		150,847					150,847	
6639		377,119		377,119					377,119	
6638		377,119		377,119					377,119	
	TOTAL MS Renovation at Austin	\$ 8,900,000	\$ 69,150	\$ 8,969,150	\$ -	\$ -	\$ 5,117	\$ 84,909	\$ 8,879,125	
6629	MS Renovation at Central MS	\$ 7,214,607	\$ 66,145	\$ 7,280,752					\$ 7,280,752	
6628				-			475,870.48	461,424	(937,294)	
6626				-					0	
6625		\$ 432,877		432,877			14,567.71	71,545	346,764	
6627		\$ 144,292		144,292					144,292	
6639		\$ 360,730		360,730				60,677	300,053	
6638		\$ 360,730		360,730					360,730	
	TOTAL MS Renovation at Central	\$ 8,513,236	\$ 66,145	\$ 8,579,381	\$ -	\$ -	\$ 490,438	\$ 593,646	\$ 7,495,296	
6629	MS Renovation at Weis	15,621,571	145,656	15,767,227					\$ 15,767,227	
6628		937,294		937,294			525,366	411,928	25 (0)	
6626				-					-	
6625				-			13,134	176,493	(189,627)	
6627		313,310		313,310					313,310	
6639		1,093,510		1,093,510					1,093,510	
6638		781,079		781,079					781,079	
	TOTAL MS Renovation at Weis	18,746,764	145,656	18,892,420	-	-	538,500	588,421	17,765,499	
	TOTAL Middle School Renovations	\$ 36,160,000	\$ 280,951	\$ 36,440,951	\$ -	\$ -	\$ 1,034,055	\$ 1,266,976	\$ 34,139,920	
6625	Technology	\$ -	\$ 35,235	\$ 35,235			1,843	44,030	(10,637)	
6638		\$ 792,000		792,000.00			248,128	46,407	497,464	
6638		\$ 3,743,000		3,743,000.00			-	0	3,743,000	
	Technology	\$ 4,535,000	\$ 35,235	\$ 4,570,235	\$ -	\$ -	\$ 249,971	\$ 90,437	\$ 4,229,827	
6629	Courville Stadium	\$ 19,001,345	\$ 188,570	\$ 19,189,915		50,000	6,928,585	15,706,473	\$ (3,495,143)	
6628		1,140,000		1,140,000.00			45,000.00	255,000	840,000	
6626				-		4,185.00	1,395	0	(5,580)	
6625				-			350,188	0	(350,188)	
6627		1,848,655		1,848,655.00		1,000.00	36,364	10,000	1,801,291	
6631				-			11,110		(11,110)	
6639		1,330,000		1,330,000.00			45,328	94,324	1,190,348	
6638		950,000		950,000.00					950,000	
	TOTAL	\$ 24,270,000	\$ 188,570	\$ 24,458,570	\$ -	\$ 55,185	\$ 7,417,970	\$ 16,065,797	\$ 919,618	
GRAND TOTALS		\$ 314,800,000	\$ 2,437,650	\$ 317,237,650	\$ 1,061,093	\$ 303,453	\$ 16,250,199	\$ 28,333,967	\$ 271,288,938	

BOND 2022 & 2023 INTEREST

**Galveston Independent School District
Bond 2022 & 2023 Interest Earnings
As of June 30, 2023**

	Moody Bank 2022		Texas Class 2022		Moody Bank 2023		Texas Class 2023	
	Total Interest Earned	Bond Constr	Bond Constr	Bond Constr	Bond Constr	Bond Constr	Bond Constr	Bond Constr
Aug-22	\$ 32,755	\$ 32,755	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sep-22	\$ 402,692	\$ 8	\$ 402,684	\$ -	\$ -	\$ -	\$ -	\$ -
Oct-22	\$ 134,569	\$ 44	\$ 134,524	\$ -	\$ -	\$ -	\$ -	\$ -
Nov-22	\$ 149,647	\$ 67	\$ 149,580	\$ -	\$ -	\$ -	\$ -	\$ -
Dec-22	\$ 172,618	\$ 53	\$ 172,565	\$ -	\$ -	\$ -	\$ -	\$ -
Jan-23	\$ 180,790	\$ 48	\$ 180,743	\$ -	\$ -	\$ -	\$ -	\$ -
Feb-23	\$ 164,978	\$ 43	\$ 164,936	\$ -	\$ -	\$ -	\$ -	\$ -
Mar-23	\$ 177,198	\$ 92	\$ 177,106	\$ -	\$ -	\$ -	\$ -	\$ -
Apr-23	\$ 168,717	\$ 90	\$ 168,627	\$ -	\$ -	\$ -	\$ -	\$ -
May-23	\$ 431,487	\$ 76	\$ 168,125	\$ 38	\$ 263,247	\$ -	\$ -	\$ -
Jun-23	\$ 422,195	\$ 102	\$ 158,591	\$ 125	\$ 263,376	\$ -	\$ -	\$ -
Total Interest Earned	\$ 2,437,645	\$ 33,378	\$ 1,877,481	\$ 163	\$ 526,623	\$ -	\$ -	\$ -

NOTE: September 2022 Texas Class interest was high due to the interest being calculated on the full bond proceeds prior to the funds being sent to Fidelity

08.02.2023 VENDOR TOTALS THAT EXCEED \$50K - ATTACHMENT H

VENDOR	AMOUNT
GALVESTON INSURANCE ASSOCIATES	1,792,556.20
GLAZIER FOODS COMPANY	1,698,541.99
RELIANT ENERGY DEPT 0954	780,049.49
GALVESTON CENTRAL APPRAISAL DISTRICT	612,739.83
PETROLEUM TRADERS CORPORATION	369,395.62
CITY OF GALVESTON	306,406.01
CHALLENGE OFFICE PROD INC	193,331.18
AMAZON CAPITAL SERVICES	179,217.43
WEXFORD INC	170,000.00
SKYWARD, INC	165,199.33
DELL MARKETING LP	151,366.01
COBURN SUPPLY CO	150,843.40
CRESCENT ELECTRIC	146,842.50
KICKSTART KIDS	145,000.00
RELAY GRADUATE SCHOOL OF EDUCATION	132,000.00
HILAND DAIRY FOODS COMPANY, LLC	121,294.87
MATERA PAPER COMPANY	109,279.61
THOMPSON & HORTON LP	107,477.03
FRONTLINE TECHNOLOGIES GROUP LLC	105,963.69
WELLS FARGO FINANCIAL SERVICES, LLC	105,827.20
GBCDHH	101,695.50
ENTERGY	97,640.88
KLEEN SUPPLY CO	95,576.94
THE FLIPPEN GROUP, LLC	90,800.00
LEARNING A-Z	85,937.00
AT&T	84,575.71
GALVESTON COLLEGE	80,767.49
REGION 4 ESC BUSINESS OFFICE	78,855.00
TEXAS GAS SERVICE	78,738.00
HARDIES	76,586.85
RICOH USA INC	72,948.14
SOUTHERN COMPUTER WAREHOUSE	69,522.55
BE A CHANGE, LLC	68,000.00
IN CLASS TODAY, INC	67,280.00
REPUBLIC SERVICES #853	65,500.23
HUNTON DISTRIBUTION	65,259.15
SCHMID, JULIE	62,520.00
HARDIE'S FRESH FOODS	62,279.16
TEXAS EDUCATION AGENCY - MSC	61,066.21
HOME DEPOT	60,476.35
THE ARTIST BOAT, INC.	57,240.00
IMAGINE LEARNING LLC	56,250.00
RAE SECURITY, INC.	55,862.72
CENERGISTIC LLC	55,175.00
ACCELERATE LEARNING INC	53,491.77
AT&T SOUTHWEST	51,167.38

08.02.2023 VENDOR TOTALS THAT EXCEED \$50K - ATTACHMENT H

VENDOR	AMOUNT
MIRACLE RECREATION EQUIPMENT CO	50,054.07

08.02.2023 LOCAL VENDOR ACTIVITY FOR FY 2022-2023 - ATTACHMENT I

Full Name	Payments 2022	Zip
A B SIGN SHOP	1,053.87	77551
A. SMECCA INC	21,880.58	77550
AALIYAH MALVEAUX	100.00	77551
ABIGAIL E HOWREY	2,000.00	77550
ABIRAM MELGAREJO-FRANCO	100.00	77550
ADDISON HOPKINS	500.00	77551
ADRIANA RENDON	211.87	77550
AIDEE M SANTOS	241.50	77551
AIDEN PREMIRELLI	500.00	77550
AIRBRUSH GROUP	600.00	77551
AIVEN COLEMAN	5,000.00	77550
AJANI WASHINGTON	100.00	77550
ALAN MUNOZ	500.00	77551
ALEJANDRO ROBLES	100.00	77550
ALERT ALARMS	13,125.00	77550
ALEX GAYTAN	600.00	77551
ALEXANDRIA MORALES	2,000.00	77551
ALFREDO CONTRERAS	2,765.91	77550
ALIYAH GARCIA	1,300.00	77551
ALLISON J WHITEAKER	500.00	77551
ALONDRA SALINAS	5,500.00	77551
AMERICA GONZALEZ	100.00	77551
AMY CASTILLO	1,300.00	77550
ANAMARIA ARAUJO	1,000.00	77551
ANAYA JONES	500.00	77551
ANDRES LEON	100.00	77550
ANGELA TORRES	500.00	77554
ANNA LEIGH SARGENT	3,000.00	77551
ANNA LIDDELL	95.63	77550
ANTHONY B BENNETT	503.92	77550
ANTONIO ARTOLA	300.00	77550
ARACELI MORONES	240.00	77551
ARDEN CRAGAR	1,500.00	77550
ARIEL GOLAN	1,600.00	77551
ARIEL MUNGUIA	500.00	77551
ARIELL CALVERT	500.00	77551
ARMANDINA MORALES	2,000.00	77551
ARTURO GONZALEZ	100.00	77551
ASHER TEMPLEWOOD	1,550.00	77550
ASHLEE DIAZ	500.00	77550
ASHLEY LEE	100.00	77554
ASHTON DEVONA	100.00	77550
AUDRA ELIZABETH COOPER	1,500.00	77551
AUNDRE VALDERAZ	1,000.00	77550
AUSTIN JAMES	500.00	77551
AUSTIN SPRADLIN	600.00	77550

08.02.2023 LOCAL VENDOR ACTIVITY FOR FY 2022-2023 - ATTACHMENT I

Full Name	Payments 2022	Zip
AVA GARDINER	300.00	77554
AYIANNA DESEANA ABNEY	800.00	77551
BAHAA CHREIDI	1,000.00	77551
BASEBALL BUNKER LLC	1,700.00	77554
BECK MUSICK	100.00	77551
BELEN VALDEZ	600.00	77554
BENJAMIN AMADOR	500.00	77551
BENJAMIN CHRISTOPHER WREN	1,100.00	77550
BENNETT FLORAL	374.85	77550
BETTER PARKS FOR GALVESTON	2,000.00	77550
BEYOND TINT	1,300.00	77551
BEYRA CARABANTES	500.00	77550
BONIFACIO RODRIGUEZ	100.00	77550
BOY SCOUTS OF AMERICA BAY AREA COUN	1,500.00	77551
BRANDEE RIVERA	1,500.00	77551
BRANNON DUHON	300.00	77551
BREEZEWAY CUSTOM SCREENPRINTIN	15,736.00	77551
BRIAN BENITEZ	500.00	77550
BRIANA FALCON	1,300.00	77551
BRIANA JUAREZ-FUENTEZ	800.00	77550
BROC A HORNE	100.00	77550
BRONCO BURRITOS	1,806.21	77551
BROOME WELDING & MACHINE CO INC	1,355.20	77554
BRYAN HAN	1,300.00	77551
BRYAN PEREZ	100.00	77550
BRYANNA KITCHEN	1,700.00	77551
CAITLYN DILLARD	2,000.00	77551
CALEB STEIN	500.00	77551
CANDACE WEBER	1,500.00	77550
CARAVAGELI VENTURES INCORPORATED	500.00	77550
CARLA GETERS	100.00	77550
CARLOS AVILA	600.00	77550
CARLOS MARTINEZ	100.00	77550
CARLOS VELAZQUEZ	600.00	77550
CARLY CHASE	500.00	77551
CASSANDRA AGUIRRE	1,300.00	77550
CATHERINE STROUD	3,000.00	77550
CATHY LEDOUX	150.00	77550
CENTERPOINT ENERGY HOUSTON ELECTRIC	900.00	77550
CHALMERS HARDWARE & EMBROIDERY	10,416.00	77550
CHARLES DALEHITE	500.00	77551
CHARLES GUNDRUM	500.00	77554
CHARLES TUCKER	100.00	77550
CHARLI DEAN	2,000.00	77554
CHARLOTTE COOK	500.00	77551
CHARTWELLS DINING SERVICES	3,266.52	77553

08.02.2023 LOCAL VENDOR ACTIVITY FOR FY 2022-2023 - ATTACHMENT I

Full Name	Payments 2022	Zip
CHASE GUNNER	100.00	77551
CHASE MONSRUD	1,500.00	77551
CHASSIDY L ROBINSON	309.00	77550
CHERONDA FRANK	1,500.00	77550
CHLOE CHASE	500.00	77551
CHLOE E HOWREY	2,000.00	77550
CHRISLYNN MALDONADO	500.00	77551
CHRISTIAN WYNN	500.00	77550
CHRISTOPHER ALEXANDER ALVAYERO	1,000.00	77550
CITY OF GALVESTON	315,072.68	77553
CITY OF GALVESTON	1,000.00	77553
CITY OF GALVESTON - PARKS & RECREAT	1,589.00	77550
CLASSIC AUTO GROUP	4,043.63	77554
CLASSIC FORD GALVESTON	2,521.24	77554
CLAY CUP STUDIOS	975.00	77550
COMMUNITIES IN SCHOOLS GALVESTON CO	220,000.00	77553
CONNOR SETH JOHNSON	1,100.00	77550
CORBIN SALAZAR	1,100.00	77550
COUNTY OF GALVESTON	10,992.59	77553
CRISTAL GARCIA	2,000.00	77551
CRISTOBAL SANTAMARIA	144.00	77550
CRUZ JOHNSON	100.00	77554
DAISY MARTINEZ	1,500.00	77550
DALLAS MARKS	500.00	77550
DANIEL BAKER	55.00	77554
DANIEL HOHNBAUM	9,900.00	77554
DANIELA RAMOS	500.00	77551
DANIELLE THOMAS	300.00	77551
DAVID H JR O'NEAL	718.38	77550
DAVID MORGAN	70.00	77551
DAVID VANCLEAVE	600.00	77550
DEBORAH DIANE RUSHING	1,500.00	77551
DERIC SMITH	1,100.00	77551
DESTINY HERNANDEZ	1,300.00	77551
DIANELLY CERVANTES	2,000.00	77551
DIEGO AGUILAR	500.00	77551
DIEGO GUTIERREZ	1,300.00	77550
DIEGO TORRES	500.00	77550
DYLAN HESTER	100.00	77554
DYLAN J FROST	500.00	77551
DYLAN MICHAEL ALFORD	600.00	77551
EDNA MARIE TOWNSEND	800.00	77551
EL NOPALITO RESTAURANT	3,800.00	77550
ELAINE PORTAL	1,500.00	77551
ELENA AGUILAR	500.00	77550
ELENA L FOULKS	2,000.00	77554

08.02.2023 LOCAL VENDOR ACTIVITY FOR FY 2022-2023 - ATTACHMENT I

Full Name	Payments 2022	Zip
ELISE MORGAN	1,300.00	77550
ELISSA ALVARADO	500.00	77550
ELLIOT P GARZA	1,000.00	77551
ELSY CABALLERO	500.00	77550
ELVIS ENRIQUE QUINTANILLA	500.00	77551
EMERSON CORTEZ	500.00	77551
EMILY CHAPA	1,300.00	77550
EMILY J DEMPSEY	300.00	77550
EMILY M KOENNING	2,000.00	77550
EMMA BENAVIDEZ	100.00	77551
EMMANUEL MARTINEZ	100.00	77550
ESLIE M ORTEGA	1,300.00	77551
ESTEBAN VELA	100.00	77550
ETHAN BROWN	500.00	77551
EVER REYES	500.00	77551
FAITH AUZSTON	1,300.00	77554
FAMILY SERVICE CENTER OF GALVESTON	387,925.76	77550
FAS TRAC JOB TRAINING CENTER	26,229.00	77551
FASTSIGNS OF GALVESTON	8,625.78	77551
FERNANDO HENRY	500.00	77554
FISHERMAN'S WHARF	1,981.47	77550
FLOYD TORAN	300.00	77550
FRANCES BUERGLER	1,500.00	77551
FULLEN CRANE SERVICE	320.00	77551
GABRIEL MARTINEZ	500.00	77551
GABRIELLA MARTINEZ	500.00	77550
GALVESTON CHAMBER OF COMMERCE	8,075.00	77550-1501
GALVESTON COLLEGE	714,510.14	77550
GALVESTON COUNTRY CLUB	4,260.00	77554
GALVESTON COUNTY AUDITOR'S OFFICE (18,632.03	77553
GALVESTON COUNTY TAX-ASSESSOR	10,716.62	77550
GALVESTON ECONOMIC DEVELOPMENT PART	2,500.00	77553
GALVESTON INSURANCE ASSOCIATES	1,792,556.20	77552-6767
GALVESTON ISD ADMIN PRINT SHOP	741.83	77550
GALVESTON ISD EDUCATIONAL FOUNDATIO	765.67	77550
GALVESTON LIMOUSINE SERVICE	8,899.20	77552
GALVESTON RENTALS, INC	2,505.10	77554
GALVESTON VETERINARY CLINIC	892.55	77551
GALVESTONS OWN FARMERS MARKET	40,888.77	77553
GARY SIMMONS	28,513.24	77550
GISD CHILD NUTRITION	24,588.89	77550
GISD EDUCATIONAL FOUNDATION	27,132.13	77550
GRAND 1894 OPERA HOUSE	2,965.00	77550
GUADALUPE RODRIGUEZ	1,300.00	77550
GYPSY JOYNT INC.	100.00	77551
HAYLIE WISNER	1,300.00	77551

08.02.2023 LOCAL VENDOR ACTIVITY FOR FY 2022-2023 - ATTACHMENT I

Full Name	Payments 2022	Zip
HEATHER ANATASIA VELA	2,000.00	77550
HEAVEN BARRIENTOS	500.00	77551
HICKS CO, W U-HAUL	3,664.51	77554
HIDEAKI YAMAMOTO	1,000.00	77550
HOLLY GARCIA	500.00	77551
IAN GEORGE	500.00	77551
IDEAL LUMBER CO	5,220.31	77552-0187
INDUSTRIAL MATERIAL CORP	1,453.59	77554
IRAIRA A SONI	1,300.00	77551
ISAAC ALEGRIA	500.00	77551
ISABELLA C ALVARADO	2,000.00	77550
ISABELLA CARMICAL	500.00	77551
ISABELLA GAVIN	2,000.00	77554
ISABELLE HARMELING	1,300.00	77551
ISAAH ALEXANDER FLORES	600.00	77551
ISRAEL DOMINGUEZ	100.00	77550
IVAN RODRIGUEZ	500.00	77550
IVY CULLING	500.00	77551
JA LYN DE SHA EDWARD	800.00	77550
JACE MOORE	200.00	77550
JACQUELINE GAYLE FIELDS	1,500.00	77550
JADON ALEXANDER	500.00	77550
JAIME VILLAMIL	500.00	77550
JAKIRRAH JENKINS	5,500.00	77550
JALAYAH JOSEPH	500.00	77551
JAMES BEASLEY	500.00	77550
JAMES VENZANT	100.00	77550
JANICE SHEAFFER	1,150.00	77550
JANIE PEREZ	1,100.00	77551
JASON CASTILLO	500.00	77550
JASON D FARMER, JR	100.00	77554
JAYDA GABRIELLE VASQUEZ	800.00	77551
JAYDEN ALEXANDER	100.00	77550
JAYLINA SAUCEDA	500.00	77550
JAYLINN CHAVEZ	2,800.00	77551
JAZMINE PAINTER	1,300.00	77551
JEAN LANGEVINE	230.99	77550
JEFFERSON NAVARRO	100.00	77551
JEFFREY POST	492.83	77550
JESSE PINTACUDA	233.50	77554
JESUS RIOJAS	3,300.00	77551
JOHANNA ANTONIO	1,500.00	77554
JOHN VIGGIANO	1,300.00	77550
JONATHAN KING	100.00	77551
JOSE CARDENAS	500.00	77551
JOSE O GARCIA	257.61	77550

08.02.2023 LOCAL VENDOR ACTIVITY FOR FY 2022-2023 - ATTACHMENT I

Full Name	Payments 2022	Zip
JOSEPH MUSLIN	500.00	77551
JOSEPH VASQUEZ	300.00	77551
JOSETTE RIVAS	527.70	77550
JOSHUA DALTON SHARP	1,100.00	77554
JOSIAH MENDOZA	100.00	77554
JOSELINE MELGAR	500.00	77550
JOTHAN BANDA	500.00	77551
JUANA RAMIREZ	58.94	77550
JULEIBY GARZA	2,000.00	77551
JULIE MARIE RUIZ	1,500.00	77551
JULIE SCHMID	70,680.00	77554
KAI SPENCE	500.00	77551
KAILEY ANGELA BAIREZ	1,000.00	77551
KAITLYN HINOJOSA	2,000.00	77550
KALIYAH FONTENOT	1,300.00	77550
KAMYA LOWE	500.00	77551
KARI MAHEALANI NANCE	1,300.00	77551
KARINA CASTANEDA	2,000.00	77550
KATHLEEN DISPENSA	114.00	77550
KAYLEIGH ELIZABETH LOREFICE	2,000.00	77554
KEITH T BECKER	43.00	77550
KELLY BALDWIN SHAFFNER	1,500.00	77551
KELLY CONTELLA	1,100.00	77551
KELLY MOORE	2,041.31	77550
KELLY SCHWAB	1,500.00	77554
KHRISTIAN JOHNSON	600.00	77550
KIMBERLEE MARZA	1,500.00	77551
KIMBERLY KOVACEVICH	431.87	77550
KIMBERLY MORALES	500.00	77550
KLEEN SUPPLY CO	141,127.04	77553
KOLBY HANSON	1,300.00	77551
KRISTIN FONTENOT	2,000.00	77550
KRISTOPHER JOHNSON	500.00	77550
LAISA BELTRAN	1,500.00	77551
LARA ALEJANDRO	100.00	77550
LARRIAN MENIFEE	164.00	77550
LARRY CHARVOZ	50.00	77550
LENORE MIGUES	100.00	77554
LEWIS PARKER	232.50	77550
LIBERTY L COX	5,000.00	77554
LIBERTY REECE SNIDER	500.00	77550
LISA LELAND	180.69	77551
LISTER PLUMBING CO	10,386.70	77553
LIZETTE TAPIA	800.00	77551
LOGAN THROWER	1,000.00	77551
LONDYN GIGON	500.00	77550

08.02.2023 LOCAL VENDOR ACTIVITY FOR FY 2022-2023 - ATTACHMENT I

Full Name	Payments 2022	Zip
LORRAINE DOCHODA	545.44	77551
LUIS CASTILLO	1,500.00	77550
LUKE PEREZ	500.00	77550
MAINLAND FLORAL CO J MAISEL'S	1,341.95	77550
MAKAYLA GREEN	1,000.00	77550
MAKENZIE MARKOVICH	2,000.00	77550
MARCO MONTANO	100.00	77550
MARCUS MARTINEZ	1,300.00	77551
MARIA FUENTES	500.00	77551
MARIA GUADALUPE PADILLA	98.52	77550
MARIA LUCIA FLORES	1,500.00	77554
MARIA'S ALTERATIONS	408.00	77551
MARIAH MEDELLIN	300.00	77550
MARIAH RAE ROBLES	1,500.00	77550
MARIAH RUMION	300.00	77551
MARIO'S RISTORANTE	568.45	77551
MARLON ALVARENGA	500.00	77551
MARTY'S CITY AUTO INC	11,892.12	77550
MARTY'S TOWING LLC	275.00	77550
MARVIN ORELLANA	500.00	77550
MARY JEAN SARGENT	225.00	77551
MARYANN ELISE GATELY	1,100.00	77551
MARYLLEN PEREZ	1,300.00	77551
MAX BELCHER	100.00	77550
MAYA AVILA-ROBBINS	1,400.00	77551
MAYRA TURRUBIARTES MARTINEZ	1,500.00	77551
MELANY PEREZ	500.00	77550
MELINDA QUIROGA KERSHAW	249.45	77551
MELISSA AGUILLON	500.00	77551
MELISSA LYN MORTON	92.15	77550
MELISSA RUTH DESKINS	31,945.00	77551
MEMPHIS BOEDICKER	500.00	77554
MICHELLE PROFITT	386.50	77551
MICHELLE REYES	1,500.00	77550
MICHELLE STEPHENSON	1,080.00	77554
MIGUEL ANGEL ANDRADE III	1,000.00	77551
MINUTEMAN PRINTING & GRAPHIC	973.49	77550
MISTER GOLF CART LLC	11,951.81	77550
MOODY EARLY CHILDHOOD CENTER	637,883.06	77550
MOODY GARDEN CONVENTION CENTER AND	1,250.00	77554
MOODY GARDENS GOLF COURSE	25,126.83	77554
MOODY GARDENS INC	36,544.85	77554
MORGAN LATIN	500.00	77550
MYNOR REYES SANTOS	800.00	77551
NADIA COMPTON	2,000.00	77551
NADIA REYNA	1,300.00	77550

08.02.2023 LOCAL VENDOR ACTIVITY FOR FY 2022-2023 - ATTACHMENT I

Full Name	Payments 2022	Zip
NADYA ZULOAGA	500.00	77550
NANCY HERNANDEZ	1,099.99	77551
NICHOLAS GALVEZ	500.00	77550
NICOLO S GAROFALO	1,000.00	77551
OCONNELL COLLEGE PREPATORY	405.00	77550
OCTAVIO SALINAS	500.00	77550
OLIVIA SUE KELSO	1,500.00	77551
OSLIANA GARCIA	1,500.00	77551
PAIGE L JOHNSON	75.88	77550
PARKER ZITZKE	175.00	77551
PATRICK JONES	5,000.00	77551
PATRICK KOZA	500.00	77551
PATRICK O'BRIEN	1,500.00	77550
PREETI JOSEPH	1,800.00	77551
PRESLEY PLYES	500.00	77551
PRIME NINE WELLNESS, LLC	2,000.00	77550
PRINCESA COJON	2,000.00	77551
RACHAEL LOCKHART	1,500.00	77551
RAMON CARRILLO	500.00	77550
RANDI GARZA	114.00	77550
RANDY AMADOR	500.00	77551
REPUBLIC PARTS CO	16,086.43	77550
RICARDO ORTIZ JR	500.00	77551
RICHARD PRETS	235.26	77550
RILEY HEFFERNAN	1,000.00	77551
ROBERT JONES	1,955.97	77554
ROBERT LEE CHAMPS	600.00	77551
ROBERT LEE ROBISON III	600.00	77551
RONALDO SALAZAR	500.00	77550
ROTARY CLUB OF GALVESTON	1,475.00	77553
ROTARY CLUB OF GALVESTON ISLAND	855.00	77552
ROYCE ANTHONY PARFAIT III	2,300.00	77550
RUBIN LONGORIA	100.00	77551
SALVADOR GARCIA	100.00	77551
SARAH CONCHA	462.70	77550
SCOTTY'S OVERHEAD DOOR	14,569.00	77554
SEBASTIAN LEYVA	500.00	77551
SHACOREAN GORDON	1,500.00	77550
SHAIFER GOALEN	500.00	77550
SHAVONNE D IRONCHE	638.24	77550
SHERWIN-WILLIAMS CO, THE	20,955.70	77551
SIR STINSON	500.00	77550
SKYLAR MYLES	500.00	77550
SKYLER SALOIS	600.00	77554
SMART FAMILY LITERACY INC	17,905.00	77551
SOFIA GRASSO	500.00	77551

08.02.2023 LOCAL VENDOR ACTIVITY FOR FY 2022-2023 - ATTACHMENT I

Full Name	Payments 2022	Zip
SOPHIA GARCIA	1,600.00	77551
STACY KAISER	1,500.00	77551
STEPHANIE ANTOINE	46,800.40	77550
STEPHANIE CONTI	189.00	77551
STEPHANIE EVERMAN	89.91	77550
STEWART'S PACKAGING INC	1,685.01	77550
SUNFLOWER BAKERY	261.18	77550
SUNNY JO HIGGINS	1,000.00	77551
SWEETLY MUSICK	800.00	77551
TATE G BURCHFIELD	1,300.00	77550
TAYLER A POLZIN	1,300.00	77554
TAYLOR DHONAU	2,700.00	77551
TAYLOR JANE WILLIAMS	1,500.00	77551
TEEN HEALTH CENTER, INC	410,941.24	77553
TENIA GRISSOM	1,500.00	77550
THE ARTIST BOAT, INC.	60,314.75	77554
THE CARTOON BOY	250.00	77550
THE SAN LUIS	1,703.73	77551
THE SPOT	30.00	77553
THERESA BURNETT	173.00	77550
THERESA SUE PACKEBUSH	88.39	77551
THIRD COAST R & D, INC.	61,340.00	77550
THOMAS BREITKREUTZ	500.00	77550
TOMAS TABOADA JR	1,000.00	77551
TOMYRA JACOBS	1,500.00	77550
TONY & BROS TOWING & REPAIR	2,100.00	77551
TONYIA DEWITT	1,500.00	77550
TOP GEAR	22,741.06	77551
TORNETTE BOOSTER CLUB	2,015.50	77552
TORRI PETTEWAY	500.00	77550
TRAE DUNN	100.00	77551
TREASURE ISLAND TROPHIES	12,879.30	77551
TRELON JEFFERSON	300.00	77550
TRISHA LEIMER	1,500.00	77554
TRYSTAN PLYLER	800.00	77550
UPWARD HOPE ACADEMY	41,666.60	77550
US POSTAL SERVICE	1,722.00	77550-9998
VANESSA MUNOZ	2,300.00	77551
VICTORIA B NEPOMUCENO	2,800.00	77550
VIDA AGAVE	1,047.00	77550
VIKKI CURRY	1,037.17	77550
VILLAGE HARDWARE	10,208.26	77551
WENDY GISSELE MURCIA	1,300.00	77551
WEST ISLE URGENT CARE	11,193.00	77551
WILLIAM CONNOLLY STEWART	1,219.47	77551
WILLIAM HERNANDEZ	500.00	77551

Full Name	Payments 2022	Zip
WISEMANSOUND	420.00	77551
XOCHITL HERRERA	100.00	77554
YAGA TROPICAL CAFE, INC	250.00	77550
YANELI HERNANDEZ	1,300.00	77551
YESENIA MARTINEZ	1,000.00	77551
ZACHARY BRADLEY	500.00	77550
ZAHRAH EKTEFAEI	444.00	77550
ZOEY ELIZABETH LAIN	1,500.00	77551



Galveston ISD
Interest Earnings
Sorted by Fund - Maturity Date
September 1, 2022 - June 30, 2023
Yield on Beginning Book Value

TCG Advisors, a HUB Intl Co
 900 S Capital of Texas Hwy
 350
 Austin, TX 78746
 (512)600-5200

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Bond 2018 Construction Fund												
MB BD CON 2056	10242	BD 2018	RR2	83,239.95	0.00	83,239.95		0.050	0.042	34.51	0.00	34.51
			Subtotal	83,239.95	0.00	83,239.95			0.042	34.51	0.00	34.51
Fund: Bond 2022 Construction Fund												
TX BD 2022	10284	BD 2022	RRP	32,827,154.60	0.00	32,827,154.60		5.267	0.905	1,877,481.10	0.00	1,877,481.10
TX DLY 1227-05	10233	BD 2022	RRP	0.00	0.00	0.00		2.430	0.048	0.06	0.00	0.06
FID BOND MM	10286	BD 2022	RR3	476,426.20	0.00	476,426.20		4.770	0.085	130,803.34	0.00	130,803.34
MB BD CON 2022	10287	BD 2022	RR2	3,914,000.25	0.00	3,914,000.25		0.050	0.384	622.98	0.00	622.98
912796U31	10266	BD 2022	ATD	0.00	0.00	0.00	03/23/2023	3.753	3.876	0.00	187,906.15	187,906.15
912828VB3	10269	BD 2022	TRC	0.00	0.00	0.00	05/15/2023	1.750	4.092	111,688.04	144,486.25	256,174.29
912828ZY9	10270	BD 2022	TRC	10,320,000.00	0.00	10,304,427.32	07/15/2023	0.125	4.191	9,807.08	308,116.69	317,923.97
912796ZZ5	10289	BD 2022	ATD	10,325,000.00	0.00	10,297,388.73	07/20/2023	5.068	5.204	0.00	104,632.19	104,632.19
3137EAEV7	10262	BD 2022	FAC	8,600,000.00	0.00	8,550,654.18	08/24/2023	0.250	4.312	16,363.89	255,108.58	271,472.47
429335LP5	10254	BD 2022	MC1	1,685,000.00	0.00	1,684,177.24	09/01/2023	4.000	4.317	51,298.89	3,757.29	55,056.18
912828WE6	10257	BD 2022	TRC	10,058,000.00	0.00	10,005,477.60	11/15/2023	2.750	4.215	211,204.33	106,578.30	317,782.63
3130ATBL0	10251	BD 2022	FAC	8,485,000.00	0.00	8,457,229.58	12/08/2023	3.625	4.428	234,957.90	48,642.46	283,600.36
9128285Z9	10280	BD 2022	TRC	6,700,000.00	0.00	6,628,227.30	01/31/2024	2.500	4.438	126,764.16	92,566.67	219,330.83
9128286G0	10281	BD 2022	TRC	7,600,000.00	0.00	7,501,736.88	02/29/2024	2.375	4.442	136,618.83	111,607.50	248,226.33
3130ATBM8	10252	BD 2022	FAC	7,660,000.00	0.00	7,620,139.31	03/08/2024	3.625	4.445	212,112.85	44,379.31	256,492.16
13063DLZ9	10260	BD 2022	MC1	7,100,000.00	0.00	7,035,509.78	04/01/2024	3.000	4.302	161,525.00	65,206.78	226,731.78
91282CEK3	10255	BD 2022	TRC	10,172,000.00	0.00	10,025,897.18	04/30/2024	2.500	4.351	194,180.16	133,607.18	327,787.34
88213AHL2	10265	BD 2022	MC1	3,000,000.00	0.00	2,962,073.94	05/15/2024	2.884	4.451	65,611.00	32,973.94	98,584.94
912797FH5	10290	BD 2022	ATD	13,450,000.00	0.00	12,897,407.87	05/16/2024	4.622	4.916	0.00	75,981.42	75,981.42
91282CEX5	10268	BD 2022	TRC	10,150,000.00	0.00	10,022,876.99	06/30/2024	3.000	4.356	231,684.79	96,474.18	328,158.97
91282CFA4	10278	BD 2022	TRC	10,200,000.00	0.00	10,055,144.18	07/31/2024	3.000	4.418	231,581.10	100,960.12	332,541.22
64966QCA6	10264	BD 2022	MC1	2,960,000.00	0.00	2,890,765.18	08/01/2024	2.130	4.480	47,811.40	48,464.38	96,275.78
91282CFG1	10256	BD 2022	TRC	10,150,000.00	0.00	10,042,669.45	08/31/2024	3.250	4.231	251,501.95	69,877.97	321,379.92
010268CL2	10250	BD 2022	MC1	5,350,000.00	0.00	5,129,359.29	09/01/2024	0.689	4.546	28,055.70	143,941.79	171,997.49
91282CFN6	10279	BD 2022	TRC	2,163,000.00	0.00	2,161,797.60	09/30/2024	4.250	4.302	69,071.21	720.92	69,792.13
9128283D0	10271	BD 2022	TRC	10,300,000.00	0.00	10,041,044.34	10/31/2024	2.250	4.306	176,331.52	146,989.18	323,320.70
91282CDH1	10276	BD 2022	TRC	9,650,000.00	0.00	9,194,614.34	11/15/2024	0.750	4.506	54,871.27	249,873.64	304,744.91
3130AQ3F8	10261	BD 2022	FAC	15,000,000.00	0.00	14,334,439.77	12/10/2024	1.150	4.548	131,291.67	351,374.77	482,666.44

Portfolio GALV
 AP
 IE (PRF_IE) 7.3.11
 Report Ver. 7.3.11

Galveston ISD
Interest Earnings
September 1, 2022 - June 30, 2023

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Ending Book Value	Maturity Date	Current Rate	Annualized Yield	Adjusted Interest Earnings		
										Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Bond 2022 Construction Fund												
91282CDS7	10267	BD 2022	TRC	7,500,000.00	0.00	7,154,809.14	01/15/2025	1.125	4.408	64,145.17	169,535.23	233,680.40
9128283Z1	10272	BD 2022	TRC	10,330,000.00	0.00	10,086,616.76	02/28/2025	2.750	4.315	215,798.57	110,883.48	326,682.05
91282CED9	10277	BD 2022	TRC	6,650,000.00	0.00	6,365,769.30	03/15/2025	1.750	4.537	88,161.82	125,919.22	214,081.04
64990FA95	10275	BD 2022	MC1	4,065,000.00	0.00	3,836,156.38	03/15/2025	1.062	4.762	32,617.56	101,376.98	133,994.54
Subtotal				246,840,581.05	0.00	242,503,990.68			1.676	5,163,963.34	3,431,942.57	8,595,905.91
Fund: Bond 2023 Construction Fund												
TX BD 2023	10291	BD 2023	RRP	59,826,623.31	0.00	59,826,623.31		5.267	5.028	526,623.31	0.00	526,623.31
MB 23 BND 5610	10292	BD 2023	RR2	3,327,355.18	0.00	3,327,355.18		0.050	0.038	163.06	0.00	163.06
Subtotal				63,153,978.49	0.00	63,153,978.49			4.832	526,786.37	0.00	526,786.37
Fund: Child Nutrition												
TX CNS-0005	10282	CN	RRP	3,391,170.79	0.00	3,391,170.79		5.267	4.420	96,503.55	0.00	96,503.55
TX DLY 1227-08	10235	CN	RRP	736,171.96	0.00	736,171.96		5.100	4.253	25,105.84	0.00	25,105.84
MB CN 7619	10245	CN	RR2	397,336.12	0.00	397,336.12		0.050	0.034	187.82	0.00	187.82
Subtotal				4,524,678.87	0.00	4,524,678.87			3.667	121,797.21	0.00	121,797.21
Fund: Interest & Sinking												
TX DEBT-0002	10238	DS	RRP	8,803,355.85	0.00	8,803,355.85		5.267	11.521	216,326.52	0.00	216,326.52
TX DLY 1227-04	10232	DS	RRP	217,008.23	0.00	217,008.23		5.100	4.253	7,400.69	0.00	7,400.69
MB DS MM 7635	10244	DS	RR3	1,056,934.89	0.00	1,056,934.89		4.070	2.048	17,669.32	0.00	17,669.32
MB DS 2049	10243	DS	RR2	2,051,875.75	0.00	2,051,875.75		0.050	0.050	857.76	0.00	857.76
Subtotal				12,129,174.72	0.00	12,129,174.72			5.245	242,254.29	0.00	242,254.29
Fund: General Operating												
TX GEN-0001	10237	GEN OP	RRP	57,188,204.32	0.00	57,188,204.32		5.267	21.512	1,866,016.81	0.00	1,866,016.81
TX DLY 1227-02	10231	GEN OP	RRP	11,241,976.38	0.00	11,241,976.38		5.100	4.253	383,387.49	0.00	383,387.49
MB GEN 7601	10246	GEN OP	RR2	4,613,323.25	0.00	4,613,323.25		0.050	0.021	2,206.47	0.00	2,206.47
MB GEN 0616	10293	GEN OP	RR2	10,067,695.36	0.00	10,067,695.36		5.180	10.127	67,695.36	0.00	67,695.36
Subtotal				83,111,199.31	0.00	83,111,199.31			8.002	2,319,306.13	0.00	2,319,306.13
Fund: Student Activity												
TX ACT-0004	10240	STUACT	RRP	427,029.69	0.00	427,029.69		5.267	4.456	15,232.33	0.00	15,232.33
MB ACT 7627	10241	STUACT	RR2	258,150.94	0.00	258,150.94		0.050	0.046	171.99	0.00	171.99
Subtotal				685,180.63	0.00	685,180.63			2.144	15,404.32	0.00	15,404.32
Total				410,528,033.02	0.00	406,191,442.65			2.106	8,389,546.17	3,431,942.57	11,821,488.74

Statement Disclosures

The information provided in this report was created by TCG Advisors utilizing data from your custodian that is considered reliable. TCG Advisors is relying on the information provided by your custodian; TCG Advisors has not audited or otherwise verified the accuracy of the methodology, calculations, or information in this report. As a result, the methodology, calculations, and information presented in the report are not guaranteed by TCG Advisors.

TCG Advisors is independent of your custodian.

You should consider the account statements received directly from your account custodian as the prevailing document for your account. Please review the information contained on this statement against the statement provided to you from the account custodian or product sponsor. The reported value on your account statement you received from the account custodian may differ from the reported value on this quarterly statement due to a variety of factors including the treatment of accrued income and dividends, rounding and other considerations. If there is any unexplained discrepancy between this statement and the account statement you received from the account custodian, please immediately contact TCG Advisors and/or your account custodian. Discrepancies should be reported to TCG Advisors via telephone at 512-600-5268.

The account portfolio or assets in the account are valued at the starting and ending points of the period. Cash flows are included in the calculation based on when they occurred during the period.

Performance data quoted represents past performance and does not guarantee future results. The investment return and principal of an investment will fluctuate so that an investor's shares when redeemed may be worth more or less than their original cost. All investments have investment risks such as fluctuation in investment principal including the complete loss of principal invested. The values represented in the report may not reflect the original cost of a client's initial investment. TCG Advisors standard reporting does not reflect reinvestment of dividends and other earnings in the performance numbers, unless the account holder specifically asks for inclusion of such earnings. Performance report calculations and figures should not be relied upon for tax purposes.

If you have any changes in your financial situation, risk tolerance, investment objectives or if you wish to impose or modify any reasonable restrictions on the management of your account(s), please contact TCG Advisors immediately. Also, please contact us if you would like a current copy of our Disclosure Document, which includes a description of the advisory services we offer.

This material is not intended to present an opinion on legal or tax matters. Please consult with your attorney or tax advisor and compare this document to your custodial statement for accuracy, as applicable.

Action Sheet


MEETING DATE: August 02, 2023

AGENDA ITEM: Discuss and Consider Approval of GMP #3B for the Ball High School and Natatorium Project.

On Thursday, July 13, 2023, Gilbane-Kelso, acting as Construction Manager at Risk on behalf of Galveston Independent School District, received sub-contractor proposals for Package 3B. The scope of work for this package includes demolition of the existing residential structures located North of Avenue O and East of 43rd Street, demolition of existing tennis courts, demolition of remaining site on site North of Avenue and miscellaneous work associated with these scopes.

Upon receipt of all documentation, the team conducted a thorough review of the submitted proposals. Following this review, the project team hereby recommends acceptance of the proposed GMP #3B by the Galveston Independent School District Board of Trustees, and authorization of Gilbane - Kelso to proceed with the work.

RECOMMENDATION: I move that the Board of Trustees approve GMP #3B for the Ball High School and Natatorium Project in the amount of (amount to be named 08-01-23).


Matthew Neighbors Ed. D.
Superintendent


Jeff Martello
Chief Financial Officer

Action Sheet

MEETING DATE:

August 2, 2023

AGENDA ITEM:

Consider Approval of 2023 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. GISD's 2023 M&O tax rate is summarized as follows:

Maximum Compressed Rate	\$0.6192 (Awaiting TEA Approval)
Golden Pennies	\$0.0600
Copper Pennies	<u>\$0.0000</u>
2023 Proposed M&O Rate	\$0.6792

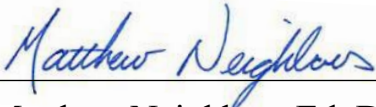
By law, districts are allowed to levy an Interest and Sinking (I&S) tax rate that will cover the annual debt service on their bonds. Over the last two years, GISD has sold \$314.8 million bonds related to Bond 2022 construction projects. GISD's proposed tax rate for 2023 is below:

Maintenance and Operations:	\$0.6792 (a decrease of \$0.1854 from the prior year)
Interest and Sinking Fund:	<u>\$0.1683 (a decrease of \$0.0021 from the prior year)</u>
Total Proposed Rate	\$0.8475 (a decrease of \$.1875 from the prior year)

The 2023 Certified Property Values are attached for your review. Although values increased by 13%, the M&O tax rate decreased due to tax compression and an increase to the homestead exemption enacted by the Texas 88th Legislature in a special session in June 2023. The Galveston County Tax Office is responsible for GISD's Truth in Taxation calculations after obtaining certain information from the Chief Financial Officer, who reviews the final worksheets.

RECOMMENDATION:

I move that the board approve \$0.6792 for maintenance and operations and \$0.1683 for interest and sinking for a total 2023 proposed tax rate of \$.8475 to be published in the Notice of Public Meeting to discuss budget and tax rate.



Matthew Neighbors Ed. D.
Acting Chief Executive Officer



Jeff Martello
Chief Financial Officer

Action Sheet

MEETING DATE:

August 2, 2023

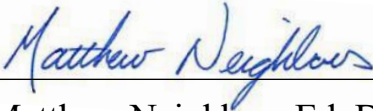
AGENDA ITEM:

Consider Approval of 2023 Proposed Tax Rate to be Published in Notice of Public Hearing

REVISED ACTION SHEET WILL BE UNDER SEPARATE COVER. APPROVED MCR COMPRESSION RATE NOT AVAILABLE AT TIME OF BOARD BOOK PRINTING.

RECOMMENDATION:

I move that the board approve \$XXX for maintenance and operations and \$XXX for interest and sinking for a total 2023 proposed tax rate of XXX to be published in the Notice of Public Meeting to discuss budget and tax rate. Final Action Sheet for Approval Under Separate Cover



Matthew Neighbors Ed. D.
Superintendent



Jeff Martello
Chief Financial Officer

Action Sheet

MEETING DATE:

August 2, 2023

AGENDA ITEM:

Consider approval of the minutes from the Special Meeting on June 28, 2023

RECOMMENDATION:

I move that the Board of Trustees approve the minutes from the Special Meeting on June 28, 2023



Matthew Neighbors Ed. D.
Superintendent



Minutes of Special Meeting

The Board of Trustees Galveston Independent School District

A Special Meeting of the Board of Trustees of Galveston Independent School District was held June 28, 2023, beginning at 6:00 PM in the Lovenberg Administration Building, 3904 Avenue T, Galveston, TX 77550.

BOT in attendance: Beeton, O'Neal, Jobe, Brown, Masel, Smecca *Absent: Lakin*

Staff in attendance: Fontenot, Mueller, Clark, Rogers, Bly, Neighbors, Polzin Grant

Audio visual recording of this meeting can be found online at:

<https://gisd.viebit.com/index.php?folder=ALL>

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. –6:01
- 2) 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. –6:01 *none*
- 3) Consider approval of the minutes from the Regular School Board Meeting on June 21, 2023–6:01 *Motion by Masel. Second by Jobe. 6-0 in favor*
- 4) Discuss and consider approval of purchase of Ball High Tor Store mobile store. –6:03 *Introduced by Neighbors. Motion by Smecca. Second by O'Neal. Discussion. 6-0 in favor*
- 5) Discuss and consider the submission of a Permanent Endowment Fund of Moody Methodist Church Application for a grant to advance the care of youth and mental health initiatives in an amount not to exceed \$200,000 *Deferred*
- 6) Discuss and consider the approval of a proposal for Courville Stadium Bleacher Handrails –6:06 *Presented by Bill Coltzer from ZeroSix. Motion by Masel to approve a proposal for ZeroSix consulting to acquire handrails from Broom Welding in an amount not to exceed \$416,721. Second by Jobe. Discussion. 6-0 in favor*
- 7) Discuss and Consider the Employment Contract of the Superintendent of Schools. –6:20
- 8) Discuss and Consider the Relocation Reimbursement Agreement of the Superintendent of Schools. –6:20 *Agenda Items Number 7 and 8 taken jointly. Motion by Beeton. Second by Masel. Discussion. 6-0 in favor*
- 9) Board Comments –6:21 *Jobe welcomed Dr. Neighbors on board as a leader and looking forward to the future.*
- 10) Adjournment–6:21

Minutes taken by: Amedia Bly

Approved on August 2, 2023

Mr. Tony Brown, President

Shae Jobe, Secretary

Action Sheet

MEETING DATE:

August 2, 2023

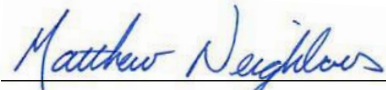
AGENDA ITEM:

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.



Matthew Neighbors Ed. D.
Superintendent

Action Sheet

MEETING DATE:

August 2, 2023

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:

Under separate cover



Matthew Neighbors Ed. D.
Superintendent

Action Sheet

MEETING DATE:

August 2, 2023

AGENDA ITEM:

Discuss and consider approval of monthly Budget Amendment (Under separate cover.)

RECOMMENDATION:

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



Matthew Neighbors Ed. D.
Superintendent



Jeff Martello
Chief Financial Officer

Action Sheet

MEETING DATE:

August 2, 2023

AGENDA ITEM:

Discuss and consider the approval of the Memorandum of Understanding with Moody Early Childhood Center (MECC).

Attached is the proposed MOU between GISD and the Moody Early Childhood Center.

RECOMMENDATION:

I move that the Board of Trustees approve the MOU with the Moody Early Childhood Center (MECC).



Matthew Neighbors Ed. D.
Superintendent



Jeff Martello
Chief Financial Officer

AGREEMENT BETWEEN GALVESTON
INDEPENDENT SCHOOL DISTRICT
AND MOODY EARLY CHILDHOOD CENTER
6/21/2023

This Agreement (the "Agreement") is made and entered into as of July 1, 2023("Renewal Date") by and between GALVESTON INDEPENDENT SCHOOL DISTRICT, a public independent school district and political subdivision of the State of Texas, ("District") and MOODY EARLY CHILDHOOD CENTER ("Operating Partner" or "OP") (together, the "Parties") to operate MOODY EARLY CHILDHOOD CENTER (the "School"). The purpose of this Agreement is to set forth the objectives, understandings, and agreements of the Parties in connection with the establishment and operation of Senate Bill No. 1882, adopted by the 85th Texas Legislature in 2017, codified as Texas Education Code §11.174 and §42.2511 ("SB 1882"), which allows this cooperative partnership between a public education institution and an in-district charter.

ARTICLE 1. RECITALS

1.01 Independent School District. The District is an independent school district created in accordance with the laws of Texas.

1.02 Authority to Contract. The Board of Trustees of the District is empowered by Texas Education Code ("TEC") §11.157 and §11.174, to contract with a public or private entity for that entity to provide educational services for the District.

1.03 Statutory Authorization. This Agreement is made pursuant to and in accordance with SB 1882, which allows school districts to partner with either an open-enrollment charter school or other eligible entity to operate a district campus, including an in-district charter as in this Agreement.

1.04 Non-Profit Organization. Moody Early Childhood Center is an organization that is exempt or has applied for exemption from taxation under Section 501(c)(3), Internal Revenue Code of 1986 (26 U.S.C. §501(c)(3)) and is hereby contracted to operate a charter granted to the School under TEC Subchapter C, Chapter 12 and is eligible under TEC §11.174 and, §12.101 (a) to operate the School.

1.05 Charter Granted & Term of Charter. On this Commencement Date, the District hereby grants the School a charter in accordance with and under TEC Chapter 12, Subchapter C, specifically §12.0521 or §12.0522. This is not an in-district charter with the lowest performance rating in accordance with TEC §12.0522(c), such that this Agreement is subject to the 15% limit in TEC §12.0522(c). The District shall ensure that the charter is properly authorized under TEC Chapter 12, Subchapter C. A charter granted under TEC Chapter 12, Subchapter C begins on August 1, 2018 and expires on July 31, 2028 unless the specified performance goals set forth in Addendum A-3 are substantially met, as determined by the Board of Trustees of the District in accordance with TEC §12.0531.

1.06 Consultation. The District has consulted with District-employed campus personnel regarding provisions to be included in this Agreement. The District's consultation with campus personnel occurred at a meeting where personnel were able to ask questions and receive information. At that meeting, the District informed campus personnel of the opportunity to apply for an "assignment" at the School and campus personnel understand that all assignments shall be determined by OP and the District (as detailed in Article IX below) and that OP may have a separate Employee Handbook than what is required of the District. The District recognizes that all rights and protections afforded by current employment contracts it has with personnel shall not be affected by this Agreement.

1.07 Consideration. In consideration of the mutual agreements set forth in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

ARTICLE II. PURPOSE OF AGREEMENT

2.01 Contract for Services. This Agreement constitutes a contract for services.

2.02 Premise of Agreement. This Agreement is predicated on an understanding that students benefit when decisions regarding educational programs, operations, and student services are made at the school level and that autonomy and accountability are mutually reinforcing principles.

2.03 Student Achievement. The primary purpose of this Agreement is to improve student outcomes by allowing the District to partner with OP to operate the School as an independent campus subject to transparent accountability requirements, which are set by TEC Chapters 39 and 39A. The provisions of this Agreement shall be construed and applied to achieve this purpose.

2.04 Continuation of Agreement for the Benefit of Students. The Parties intend that this Agreement shall continue in effect and may be renewed for successive five (5) year terms in accordance with the provisions of Article IV.

ARTICLE III. DEFINED TERMS

3.01 School Campus. "School Campus" has the meaning assigned in the Texas Administrative Code Title 19, §97.1051 (3) and includes all components of the operation of the campus, including, without limitation, the grade levels served, the courses taught, the instructional materials, staffing, budgetary allocations, scheduling transportation, and other services and responsibilities associated with school operation.

3.02 Facilities. "Facilities" are defined as the building(s) located on the School Campus and related equipment, furnishings, and property improvements, including any athletic fields and related improvements, and the land on which the building(s) and related improvements are located as more fully defined in Article XIII.

3.03 Material Breach. A "Material Breach" of this Agreement shall include the failure of a Party to comply with or fulfill any material obligation, condition, term,

representation, warranty, provision, or covenant contained in this Agreement, including without limitation any failure by either to meet generally accepted fiscal management and government accounting principles, or comply with all Applicable Law under Paragraph 3.04.

3.04 Applicable Law. "Applicable Law" means all state and federal laws, rules, regulations, administrative and judicial determinations, and decisions that govern the performance of this Agreement, as they currently exist or as they may be adopted, amended, or issued during the Term of this Agreement as more fully described in sections 6.01 and 6.02

ARTICLE IV. TERM AND TERMINATION

4.01 Term. The term of this Agreement shall begin on the Renewal Date and end on June 30, 2028. At the end of the Term, and if the Agreement has not been terminated, then the Parties may elect to renew this Agreement for another three (3) years with an automatic two (2) year renewal, so long as OP meets performance standards in Addendum A-3. Any such renewal shall be in writing. This Agreement is subject to the termination provisions detailed in this Agreement.

4.02 Notice of Non-Renewal. If this Agreement has not been terminated and the District anticipates opting to not-renew the Term of this Agreement, then no later than April 1, 2028 the District shall notify the OP in writing of its intent to not-renew this Agreement.

4.03 Termination Right to a Public Hearing. If the School successfully achieves the student outcome goals specified in Addendum A-3, attached, the District must hold a public hearing at least thirty (30) days prior to any District action to terminate the Agreement. If the School fails to achieve the student outcome goals specified in Addendum A-3, the District shall not extend this Agreement without a public hearing at least thirty (30) days prior to any District action to extend or renew this Agreement. This section is not applicable to termination related to material breach.

4.04 Termination by Mutual Consent. This Agreement may be terminated at any time by mutual written agreement of OP and the District if termination is effective no sooner than the end of the then current school year.

4.05 Termination for Cause. Either Party may terminate this Agreement if the other Party fails to remedy a Material Breach of this Agreement within sixty (60) days after written notice by the non-breaching Party of such Material Breach; provided, however, that if the breach would affect the safety or well-being of a student or is not reasonably capable of being cured, then no such notice and opportunity to cure shall be required.

4.06 Termination Related to Program Performance. The District may terminate this Agreement if the School does not comply with the program requirements of TEC §29.1532 and §29.154 and the student outcome goals specified in Addendum A-3. Termination under this paragraph shall be effective at the end of the then-current school year so long as written notice of such terminate is provided no later than

thirty (30) days after receipt of the Commissioner of Education's evaluation or the determination of student outcome goals.

4.07 Material Reduction in Per Student Funding. If there is a material reduction in per-student funding available from the State of Texas below the amount for the prior fiscal year, then the Parties shall meet no later than July 1 to determine whether to continue this Agreement. If the District and OP do not agree, then this Agreement shall terminate at the end of the current school year. "Material reduction" means a reduction of funding per student by more than five percent (5%) of current funding per student per half/full day, as applicable.

ARTICLE V. RELATIONSHIP OF THE PARTIES

5.01 Nature of Relationship. The relationship between the Parties hereto shall be that of contracting parties. OP shall operate as an independent contractor to the District and shall be responsible for delivering the services required by this Agreement. The relationship between and among the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and such contracts and agreements as may be created in the future from time to time between the Parties and reduced to writing.

5.02 No Agency. Neither Party will be the agent of the other Party except to the extent otherwise specifically provided by this Agreement. Neither Party has the express nor implied authority to bind the other Party to any contractual duty other than what is specifically stated in this Agreement. Furthermore, both Parties shall represent to third parties and shall disclaim to such third parties, the extent of that Party's binding authority, which must be approved by the Parties' respective governing boards held in accordance with the Texas Open Meetings Act (appearing in minutes of such meeting) and as agreed to in writing by the Parties.

5.03 No Common Control. Neither Party is a division, subsidiary, affiliate, or any part of the other Party, nor has the right or authority to exercise any common control of any other Party. Nothing herein shall be construed to create a partnership or joint venture by or between the District and the OP.

5.04 Assurance of Independence. The OP and/or the School's governing body shall remain independent of the District. Both OP'S and the School's governing bodies are not and shall not be comprised of any members of the District's Board of Trustees, the Superintendent, or any staff member responsible for granting this Agreement.

ARTICLE VI. APPLICABLE LAWS

6.01 Compliance with Applicable Law. The Parties shall perform their respective obligations under this Agreement in compliance with Applicable Law. The Parties stipulate that Applicable Law includes, but is not limited to, Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973 ("Section 504"); the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Individuals with Disabilities in Education Act ("IDEA"); the Family Educational Rights and Privacy Act of 1974 ("FERPA"); the Every Student Succeeds

Act to the extent specified in the Act; the Texas Education Code to the extent the School is not exempt; record retention laws and conflicts of interest laws under the Texas Local Government Code; the Texas Local Government Code, to the extent it applies to school districts; and any amendments, interpretations, and reauthorizations of the foregoing.

6.02 Scope of Applicable Law. The Parties agree that certain laws and regulations that apply to other schools within the District may not apply to the School or its operation as a consequence of the grant of a campus charter under Texas Education Code, Chapter 12. The Parties further agree that, except as provided in this Agreement, as identified in Addendum A-2, or required by Applicable Law, no provision, rule, or guideline of Texas law otherwise applicable to a governing body or school shall apply to the School or its operation.

6.03 Immunity. Nothing contained in this Agreement shall be read to waive the immunity granted by TEC Chapter 22, Subchapter B, and TEC Chapter 12, Subchapter C.

ARTICLE VII. GOVERNING POLICIES

7.01 Limitation on Authority. An educational or administrative service necessary for operation of the School, but not specifically reserved for the District to provide under this Agreement, shall be provided and solely managed by OP insofar as such delegation is permitted by state and federal law. A service is provided by OP if OP performs the service, contracts for its performance, or otherwise ensures and oversees provision of the service. Neither this paragraph nor this Agreement prohibits the District from contracting with another entity for the provision of services for the campus. Any and all services contracted for or performed for the School must be made in accordance with the responsibilities detailed in this Agreement.

7.02 Policy Election. OP shall operate in accordance with the District's Charter Policy specified in Addendum A-1 and other policies specified in Addendum A-2, as they currently exist or as they may be amended, so long as any such amendment does not constitute a Material Breach of this Agreement. If both Parties agree that an amendment amounts to a Material Breach, then the Parties may agree to operate under a prior (non-amended) policy so long as the prior policy is in compliance with the then-current Applicable Laws.

7.03 Adoption and Publication of School Policies. OP'S Board of Directors shall research, draft, and adopt policies addressing matters not specified in Addendum A-2, attached to this Agreement, at a meeting open to the public. OP shall have the final decision in adopting policies applicable to the School, other than the policies specified in Addendum A-2. All policies adopted by OP shall comply with Applicable Law. OP shall also provide drafts of proposed policies or proposed amendments to policies currently in effect to the District for review and comment no later than 30 days prior to the meeting at which the policies are to be considered for adoption or amendment. OP will publish adopted policies and District Board Policies applicable by law or by election under this Agreement on the School's website.

7.04 Future Waivers and Exemptions. Pursuant to 19 TAC§ 97.1075(d)(6), the School is exempt from laws and rules to the fullest extent allowed by TEC Chapter 12,

Subchapter C, and is exempt from all District policies except for laws, rules, and policies that are specifically identified as applicable to the School in this Agreement and/or incorporated by reference herein. The Parties will collaborate in applying for waivers from any restrictions imposed by Applicable Law when it is jointly determined that such waiver would expand opportunities for students enrolled in the School. If the District is relieved from compliance from certain state or federal law or regulation through a waiver, adoption, or amendment of a local innovation plan under Chapter 12A, Texas Education Code, the School is automatically relieved from compliance regardless of whether such relief is addressed in this Agreement. Further, if a waiver from a local policy, procedure, protocol, or other requirement is granted to another school in the District that serves students at the same grade levels offered at the School, and the policy is not waived by this Agreement, the waiver applies to the School unless the District notifies the School otherwise in writing within 60 days of the waiver's application to the other school(s).

ARTICLE VIII. PERFORMANCE REQUIREMENTS

8.01 Student Outcome Goals. The primary responsibility of OP under this Agreement is to ensure that the annual student outcome goals specified in Addendum A-3, or as amended, are achieved. Prekindergarten performance objectives may be based on TEC Chapter 39, Subchapter B, TEC §29.154, (which includes, but is not to be limited to, diagnostic reading and the number of kindergarten students who were enrolled in the School's prekindergarten program in the previous school year), TEC Chapter 29, Subchapter E and/or 19 TAC §102.1003 (c), (d) (which lists the Texas Prekindergarten Guidelines). Student outcome goals shall be evaluated as to their developmental appropriateness.

8.02 Performance Measurement, Methods, and Timeline. The Parties agree that achievement of annual student academic and financial performance targets agreed upon by the Parties and specified in Addendum A-3 will be determined using the methods, indicators, and timelines specified in that Addendum.

8.03 Performance Consequences. The Parties agree to specific consequences described in Addendum A-3 in the event that the OP does or does not meet the annual academic or financial performance expectations and goals described in Addendums A-3.

8.04 Responsibilities of OP Governing Board. The governing board of OP agrees that it is responsible for ensuring that OP achieves performance goals specified in Addendum A-3 and is obligated to oversee management of the School and intervene as required to ensure that performance goals are achieved.

8.05 Monitoring Performance. The District shall retain the right to monitor the performance of the School and OP under Addendum A-3.

ARTICLE IX. RESPONSIBILITIES

9.01 OP Responsibilities. The OP shall have the sole authority over matters involving academic curriculum and the instructional program (except for Special Education as detailed in Paragraph 9.02.2 below). OP shall have sole authority to hire or terminate OP's employees. OP must employ at least one employee at the School.

9.01.1 Administration. Any Campus Chief Operating Officer, Principal, Assistant Principal, or other employee designated as an administrator at the School shall be employed and managed by OP.

9.01.2 Teaching Staff. Any teachers, teaching assistants, paraprofessionals, curriculum specialists, program coordinators, or other academic instructional employee at the School shall be employed and managed by OP.

9.01.3 Miscellaneous Instructors. Guidance counselors, librarians, extracurricular activity instructors, physical education instructors, and any other employee directly involved in overseeing/creating academic curriculum shall be employed and managed by OP.

9.01.4 Perimeter Lawn Area and Playgrounds. OP shall maintain and repair only the School Campus' immediate perimeter of the building and the two smaller playgrounds located on the School Campus. Upon seeking written approval from the District, OP may decide to enhance the School's playgrounds with an addition and shall be responsible for funding any addition. The District shall give reasonable and timely written approval for any such addition.

9.01.5 Landscaping. OP shall provide any necessary or desired landscaping for the School. Any changes to the current landscaping are subject to receiving written approval from the District. The District shall give reasonable and timely written approval for any such addition.

9.01.6 Signage. OP shall maintain the School's signage. Subject to written approval from the District, OP may change or add to the School's signage at OP's expense. The District shall give reasonable and timely written approval for any such addition.

9.01.7 Building Operations. Subject to written approval from the District, OP shall be able to alter the operations rooms within the School. For example, OP shall be able to make an existing office a classroom and vice versa. The District shall give reasonable and timely written approval for any such addition.

9.01.8 Substitute Teachers. OP shall provide substitute teachers to the School as necessary.

9.01.9 Health. OP shall employ the School's nurse and/or any other health care provider located on the School.

9.01.10 Bilingual Support and Assessment. Pursuant to TEC § 12.056(b)(E). OP shall comply with TEC, Subchapter B, Chapter 29, and any bilingual support and assessment requirements (e.g., the Home Language Survey) that the District must comply with relating to the identification of bilingual speakers and shall select any necessary or desired bilingual support and assessment assistance needed at the School.

9.01.11 Miscellaneous. Except as provided for in section 9.02.2, any registrar, secretaries, accounting staff, purchasing staff, human resources staff, or other administrative support staff at the school shall be employed and managed by OP.

9.01.12 Employees. OP has initial, final and sole authority to approve the assignment of all district employees or contractors to the School, as well as initial and final authority to rescind the assignment of any district employee or district contractor from the School. This authority includes assignment of employees, and evaluation and development of instructional skills. OP will cooperate with the District in its evaluation, development, advancement, compensation, continuation, and establishment of any other terms of employment, including assistance in the District's formal evaluation process. If OP removes any District employee or District contractor, then the OP shall provide any accompanying documentation, if available, to support the removal and the District will grant any requests within twenty (20) business days of receiving the request from the OP.

9.01.13 Special Education. OP shall provide special education services with support from the District as outlined in section 9.02.8. OP agrees to comply with best practices for Special Education instruction in compliance with guidance from the DOE and TEA. OP shall identify and participate in evaluation of students in need of special education in cooperation with the District and shall provide instruction to qualifying students, which shall comply with the student's Individualized Education Program (IEP). Should OP and the District determine OP is not able to provide instruction and services in accordance with the student's IEP, the District will provide Special Education instruction and services at the School for students enrolled at GISD, as mutually agreed by the parties.

9.02 District Responsibilities. The District shall maintain control of and shall be responsible for some non-academic and non-curriculum staff and personnel, which includes but is not limited to the below. The amount the District retains for these services may not exceed the District average cost per student for similar services rendered.

9.02.1 Maintenance. Subject to 9.01 above, the District shall maintain the School Campus and Facilities by overseeing and contracting for the maintenance of the campus via necessary repair work. Subject to 9.01 above, the District shall also be responsible for any improvements it deems necessary or desires to add to the School. The District shall maintain the remainder of the School Campus (that OP is not maintaining as detailed in 9.01.4), which includes the large open field at the eastern end of the property. The District shall also provide regular pest control services. Notwithstanding the foregoing, the District shall maintain the School Campus and Facilities in a timely and effective manner and in a manner that is consistent with the level of service provided to the District's other campuses and facilities.

9.02.2 Record Keeping. The District shall appoint and employ the District central administration personnel responsible for maintaining necessary records, which shall include, but not be limited to, student attendance, and State and Federal funds accounting. The District shall undertake to ensure that OP has access to reasonably appropriate information that allows OP to monitor the progress of its PreK4 graduates during their time in the District.

9.02.3 Food Services. Pursuant to this Agreement, the District shall provide food and cafeteria services to the School for pre-k students in accordance with the District's standard food service calendar, including summer feeding programs. This Agreement shall have no impact on ancillary agreement with OP regarding the feeding of infants and toddlers year-round or prek students on non-instructional days in accordance with *the Contract for G1SD Child Nutrition to Provide Meals for Moody Early Childhood Center 2020-2021* and marked Addendum A-8 or any other similar agreement.

9.02.4 Utilities. The District shall provide the utilities and an alarm system for the School.

9.02.5 Security. The District shall provide security monitoring of the facilities, as well as will send emergency personnel as needed

9.02.6 Transportation. The District shall provide all necessary transportation to and from the School. Additional routes and transportation needs outside of the regular transportation route will be billed at a rate outlined in the district menu of services.

9.02.7 Special Education. The District and OP will share responsibility in identifying students to be evaluated for special education eligibility. The District will timely evaluate students to determine eligibility and develop IEPs for students determined eligible with information and participation from OP staff. The District shall provide OP with reasonable advance written notice if the District is unable to complete student evaluations within the statutorily required timeline, and OP may elect to complete a separate evaluation of the student at its own expense.

OP and the District shall comply with State and Federal laws, including but not limited to the IDEA, Section 504, and any statutorily mandated timelines. OP shall be responsible for compliance with student IEPs. Should OP be unable to provide the instruction or related services necessary to adequately implement a student's IEP, the District will provide OP access to District employees and/or vendors, at the District's discretion, to implement the student's IEP. Any funding attendant to Special Education services provided by the District will be retained by the District. Any funding attendant to Special Education services provided by OP will be forwarded to the OP by the District. This Paragraph also applies to infants and toddlers under 20 U.S.C. § 1431, which allows for the District to enhance development of infants and toddlers with disabilities to minimize their potential for developmental delay, and to recognize the significant brain development that occurs during a child's first three (3)

years of life. The parties agree to designate a representative from each entity to meet and review data and expectations regarding special education services on a quarterly basis.

9.02.8 Technology. OP will continue to have access to all devices and technology currently allocated to the School. Should OP determine it needs additional technology, the District will provide the technology pursuant to Section 14.02 and the Menu of Services. Any devices, laptops, or desktop computers provided to OP will include the District's standard load set as well as any other supporting software identified and purchased by OP through the District.

ARTICLE X. SCHOOL OPERATIONS

10.01 OP's Governing Board. OP represents that a true and accurate list of its current directors ("Directors") is attached to this Agreement as Addendum A-6. If there is any change to the Directors during the Term of this Agreement, OP shall provide written notice to the District of the change within 30 days. No District Board of Trustees member, Superintendent, or any staff member responsible for granting this Agreement shall be appointed to OP'S Governing Board. District staff may not compromise a majority of OP'S Governing Board.

10.02 Budgetary Authority of OP. OP has initial, final and sole authority to approve or amend the budget for the School.

10.03 Campus Chief Operating Officer ("COO"). The Executive Director of the School shall be the COO, who shall be selected and managed by the OP. The COO shall oversee the School's day-to-day operations. The COO shall be assigned to record, prepare, disseminate, and maintain meeting minutes. The School's overall educational framework, mission, budgetary approval, and policies shall be developed and adopted by OP with input from the OP's Board of Directors. The School shall be subject to the direction, control, policies, practices, and procedures of the COO, subject to the requirements of this Agreement and input from the OP's Board of Directors. The COO shall ensure that the curriculum meets the requirements of state law, subject to the academic program review and input from the OP's Board of Directors.

10.03.1 Director of Education/Principal. If OP elects to employ a Director of Education/Principal of the School, the employee shall be the Director of Education /Principal, who shall be subject to the control of the COO but may be required to report to and attend Board of Directors meetings, if requested.

10.03.2 OP Employee. OP shall hire and manage at least one employee at the School, which may be, but is not limited to, the COO.

10.04 Grade Levels. Unless agreed otherwise in writing by the Superintendent and COO, the School will serve infants, toddlers, and Prekindergarten students. The District retains the authority to open the School to additional grade levels or programs, with the written consent of OP. All PreK3 students, with the exception of students educated in the self-contained ECSE program or those attending Crenshaw on Bolivar Peninsula, will be served at the School, unless the student's ARDC

determines placement outside the School is necessary in accordance with section 9.02.8. PreK4 students who attended the School as infants and/or toddlers and/or as PreK3 students, may elect to enroll in PreK4 at the School. OP shall not change the grade levels previously served at the School without the District's written consent.

10.05 Enrollment Policies. Prekindergarten students who meet the requirements of TEC §29.153 shall be eligible for free enrollment at the School. Prekindergarten students who do not meet the requirements of TEC §29.153, shall be eligible for enrollment at the School under TEC §29.1531. The Parties will collaborate and agree on a process for enrollment of students into the School, which may include an application. In addition to the agreed-upon admission policies, the following applies:

10.05.1 OP is prohibited from discriminatory admission, suspension, or expulsion of a student on the basis of a student's national origin, ethnicity, race, religion, disability, gender, or academic achievement.

10.05.2 Subject to Paragraph 10.07, OP shall give preference for admission to students who were previously enrolled at the School.

10.06 Discipline and Expulsion Policies. Subject to TEC §37.005(c), §37.007(h), OP shall comply with the District's discipline policies. OP understands that TEC§37.005(c), §37.007(h) limits suspension and expulsion of prekindergarten students.

10.07 Schedule. OP will have sole authority in determining the school day, school year, bell schedule, schedule for before and after-school services and for extra-curricular activities. OP's schedule shall comply with the State of Texas' required minutes of instruction. OP agrees to provide this information to the District no later than 45 days before start of school and to confer with the District prior to altering.

10.08 District Meetings, Initiatives, and Training. School staff under the supervision and control of OP will not be required to participate in District training events or other meetings unless directed by OP. OP agrees that all School staff shall comply with and receive training required by Applicable Law.

10.09 Contractor Criminal History Background Checks. The District shall conduct criminal history background checks for all vendors and contractors selected by the District as well as for all District employees. OP shall conduct criminal history background checks for all vendors and contractors selected by OP as well as for all OP employees, or OP may contract with the District for such checks. The District and OP shall adhere to reporting requirements, definitions, and laws further detailed in Paragraph 11.03.

10.10 Technology Infrastructure; Network Services. The District shall be responsible for providing, repairing, and maintaining technology infrastructure and network services at the School. The District shall furnish equitable technology equipment to that of the other schools in the district to OP to ensure consistency between the standard equipment and the needs of the School. The District shall also provide proper "cyber" insurance and antivirus to protect OP's data & personnel information. OP shall provide the District with a list of equipment purchased and collaborate with the District to ensure consistency between the

standard equipment and the needs of the School. The initial information technology equipment located at the School as of the commencement of the Term is included in the term "furnishing."

10.11 Media Requests. The Parties agree to collaborate on responses to any media requests or press releases related to the School. The Parties shall collaborate prior to responding to any media request or making a press release and further agree that any statement made will have prior approval by each Party, which shall be reasonably and timely granted. This requirement does not apply to general communications regarding OP or the District that may include references to the School. OP agrees to comply with all Applicable Law and District policies related to photographs, audio, or video recordings of students.

10.12 Communications with Students' Parents. The District shall notify the OP of any communication to be shared with students' parents. OP will distribute the same communication released by the District through electronic media and/or notes home. In the event of a campus emergency, OP will alert the District for information to be distributed as needed.

10.13 Communication between OP and District. The District will provide the OP with any and all communications that are circulated to other District campuses and departments that are relevant to the PreK program at the OP campus. Conversely, the OP will provide the District with any and all communication relevant to aspects of the OP's operation which relate to or impact the District.

10.14 Child-Care Licensing. OP is responsible for ensuring that the School meets at least the minimum requirement to comply with applicable child-care licensing standards adopted by the Department of Protective and Regulatory Services under Human Resources Code §42.042. OP shall bear the financial cost of ensuring compliance with the same.

ARTICLE XI. STAFFING

11.01 Employment. Except as otherwise provided herein, all personnel and staff of the School including, but not limited to, the Executive Director, other administrators, teachers, and teaching assistants, are employees of OP and not of District. The Parties acknowledge and understand that employees of OP are not subject to District personnel policies and that OP has sole authority over hiring, assignment, evaluation, development, advancement, compensation, continuation, other terms of employment with respect to School staff.

11.02 Criminal History Background Checks. Unless contracted for by the District as stated in Paragraph 10.10, OP shall perform all criminal history background checks required by Applicable Law, including without limitation those required for School personnel, applicants, vendors, contractors, and volunteers and shall take action required by law upon completing the background check. OP and the School's employees shall adhere to the laws in Senate Bill 7 in the 85th Texas Legislature and codified in TEC §21.006 and §22.087 and shall adhere to any District policies relating to TEC §21.006 and §22.087. OP shall notify the District of any unlawful conduct or criminal misconduct discovered by or reported to the School's administration within seven (7) business days of notice. OP shall comply with any

subsequent investigation by the District as OP understands that the District is bound by the reporting requirements of TEC §21.006 and §22.087. Additionally, OP also understands that the District's Superintendent may investigate and report any educator misconduct that he or she believes in good faith may be subject to sanctions under 19 Administrative Code, Chapter 249 and/or Chapter 247, Educators' Code of Ethics. OP's failure to comply with this paragraph's reporting requirements shall amount to a Material Breach of this Agreement.

11.03 Child Abuse Reporting. All District and OP employees working at the School shall comply with all Applicable Law governing mandatory child abuse and neglect reporting, including but not limited to the Texas Family Code Chapter 261, TEC §38.004, §38.0041, and the Texas Administrative Code §61.1051.

11.04 Certified Personnel. The District's personnel assigned to the School shall be certified for the position for which they are assigned unless OP selects a District employee who is not certified for an assignment, and the District agrees to the assignment. OP may directly employ an uncertified person for an assignment.

11.05 Employment Records. OP is responsible for maintaining the employment records for all School Personnel (both District employees and OP employees). The employment records of District employees are the property of the District and OP shall make these employment records available to the District. All employment records of OP employees only are the property of OP.

11.06 Employee Complaints and Grievances. The Parties agree that the District's employees' complaints and grievances will be governed by the District's policies and OP's employees' complaints and grievances will be governed by OP's policies.

11.07 Non-Solicitation. OP agrees it will not solicit or hire any District employees unless and until it receives written confirmation from the District that the employee has been released from any contractual obligations with the District. The District agrees it will not solicit or hire any employee of OP unless it receives written confirmation from OP that the employee has been released from any contractual obligation with OP. Nothing in this Agreement alters the nature of OP employees or changes the employment relationship between any employee and his/her employer.

11.08 Teacher Retirement System. An employee of the OP is eligible for membership in and benefits from the Teacher Retirement System of Texas if the employee would be eligible for membership and benefits if holding the same position at any Texas public school.

11.09 Nepotism Restrictions. The School shall comply with all nepotism restrictions as more fully described in Addendum A-7, including its attachment, both of which are attached to this Agreement. All persons employed by School prior to the effective date of this Agreement will be considered grandfathered in and exempt from nepotism restrictions.

ARTICLE XII. ACADEMIC PLAN

12.01 Curriculum and Program. OP will have initial, final and sole authority to approve all curriculum decisions beyond the minimum requirements in TEC §29.1532 (relating to Prekindergarten Program Requirements), lesson plans, instructional strategies, and instructional materials, as defined in TEC §31.002(1), to be used at that campus. This authority includes sole authority over educational programs for specific, identified student groups, such as gifted and talented students, students of limited English proficiency, special education students, students at risk of dropping out of school, and other statutorily defined populations.

12.02 Educational Plan. OP will implement the education plan described in its proposal to operate the School, attached as Addendum A-3. OP will ensure that curriculum satisfies the minimum requirements outlined in TEC §29.1532. OP agrees to notify the District of any significant alteration of this plan.

12.03 Selection of Instructional Materials. OP has sole authority to select instructional materials (as defined in TEC §31.002(1)) for the School and any other standards that may be required under Applicable Law.

12.04 Assessments. OP has sole authority over the selection and administration of student assessments not required by state or federal law.

12.05 Student Behavior. Students enrolled at the School will be required to follow the District's Code of Student Conduct. OP reserves the right to develop its own Code of Student Conduct. OP agrees that it will not modify expulsion provisions without consent of the District and agrees to notify the District of any other modification in writing at least 60 days in advance of implementation. OP agrees that a student shall not be suspended or expelled from the School for attendance or academic performance reasons.

12.06 Due Process. OP will cooperate with the District to ensure that due process is afforded with respect to student removals and expulsions.

ARTICLE XIII. FACILITIES

13.01 Facilities. The District shall provide facilities, in the form of classrooms, office furniture, equipment, and storage areas for the School at the cost detailed in Article XIV. The parties may expand or reduce the amount of space allotted to use by OP during the term as mutually determined and agreed upon by the parties. Facilities do not include classroom materials (e.g., books, notepads, pencils, etc.) or any other resources needed for the School's academic curriculum.

13.02 Ownership. The Parties acknowledge that all Facilities are owned by the District.

13.03 Permitted Use. Beginning on August 1, 2018 ("Possession Date"), and during the Term of this Agreement, OP may use and occupy the Facilities solely for the operation of the School as permitted by this Agreement and Applicable Law. To the extent OP wishes to use the Facilities for educational activities, separate from the School but associated with its educational purposes, OP must seek approval from the District, and such approval shall not be unreasonably denied but any costs for such facility use shall be reimbursed to the District by OP. Any use of the Facilities by any other individual, group, or organization shall be governed by the District's facilities use policies. Prior to the Possession Date, the District may provide OP access to

certain District facilities as requested by OP in order to allow OP to conduct job fairs, assess facilities, and take other reasonable steps necessary to prepare for the implementation of this Agreement.

13.03.1 Year-Round Programming for Infants and Toddlers and Programming for PreK Students Outside the Standard School Year. The District consents to OP's use of the Facility for infants and toddlers year-round and prek students during non-school days, hereinafter referred to as the "Day-Care Program." OP must comply with all terms of this Agreement that relate to facilities during all periods of use, including during operation of the Day Care Program. OP EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE DISTRICT in accordance with section 18.01 of this Agreement for any and all claims that may result from the operation of the Day Care Program. OP is solely responsible for ensuring compliance with any and all Texas Child Care Licensing Requirements to operate the Day Care Program in the facility in accordance with Section 10.14.

13.04 Furniture and Equipment for Classrooms and Instructional Areas. In consultation with OP regarding the furniture and equipment needs of the OP classrooms, the District, for the term of this agreement, will supply existing chairs, desks, bookcases, bookshelves, file cabinets, computer tables, conference tables, and other furniture as reasonably required for the School. Such furniture and equipment will be substantially the same as furniture and equipment provided in other classrooms for the same grade level and/or same subject at the District. Such furniture and equipment do not include classroom materials (e.g., books, notepads, pencils, etc.) or any other resources needed for the School's academic curriculum. OP also may furnish other furniture, fixtures, and equipment, at OP's cost and expense, as OP determines what is needed to implement the Program. The title to all furniture and equipment supplied by the District for use by OP remains vested in the District. The title to all furniture and equipment purchased with federal, state, or local funds for use by OP at the School remains vested in the District. The title to all furniture and equipment provided by OP with funds other than funds received from this Agreement remains vested in OP. OP and the District shall tag and identify their respective property so that ownership is clear. Each Party shall maintain an inventory list of all of its assets ["assets" will be defined as an equipment with value >\$1,000 located at the School].

13.05 Fixtures and Alterations. OP may attach non-permanent materials and fixtures to the walls of the School's classrooms but may not make any other alterations (including adding/removing fixtures) in or to the School's classrooms or any other part of the District's facilities used by OP that would alter the walls, floors, or any other permanent structure of the District's premises without written consent of the District.

13.06 Order and Maintenance. Subject to Paragraph 9.02.1, OP shall keep the School classrooms and any other portion of the District's premises, such as office space and storage area used exclusively for OP in a neat and orderly manner. Both Parties shall comply with the Applicable Laws regarding standards of safety and health of students. The District shall be responsible for routine maintenance and major repairs of the school building including HVAC equipment, fire alarm, roof repairs, and parking lot repairs to maintain the safety and security of the campus. The District shall maintain all other portions of the School in a neat and orderly manner. OP shall

immediately (no later than 12 hours of discovery) notify the District of any immediate and urgent repairs needed at the School.

13.07 Insurance Coverage. In addition to the requirements of Article XV below, each Party, at its own expense, shall maintain its own insurance throughout the Term of this Agreement. The insurance required under this Agreement shall be bound to the following:

13.07.1 Comprehensive or Commercial General Liability Insurance. Comprehensive or commercial general liability insurance for not less than \$1,000,000 (combined single limit for bodily injury and property damage per occurrence and in the aggregate). Each Party may elect to carry what other insurance that Party decides is necessary or advisable for its obligations under this Agreement. Such insurance shall be written to cover claims incurred, discovered, manifested, or made during or after the Term:

- i) Automobile insurance to cover losses for motor vehicles accidents by that Party; and ii) Workers Compensation insurance as may be required by Applicable Law for that Party.

13.07.2 Property Insurance. The District shall obtain and maintain property insurance for the School as it deems necessary and advisable to carry. Each Party may elect to carry insurance to insure its own personal property located at the School. The District shall have no obligation to replace, repair, or compensate OP for any loss affecting OP'S property, trade fixtures, furniture, equipment, playgrounds which OP is responsible for under Paragraph 9.01.4, or other installations or for any physical or personal injuries, losses, or damages to or sustained by OP, its agents, invitees, OP'S improvements, equipment, or personal property.

13.07.3 Negligence. Neither Party will be responsible for the negligence or liability of the other Party.

13.08 Disaster Preparedness. District shall be responsible for preparing the building for a possible natural disaster. OP shall be responsible for preparing the playgrounds and interior furniture and equipment for a possible natural disaster. The District will inform the OP of timing and level of preparedness it expects to undertake. District will inform the OP of timing of return to the campus following a natural disaster.

13.09 Surrender of the Facilities. On the termination of this Agreement, OP shall leave the Facilities in good condition and repair. OP shall return and surrender to the District all exterior door keys, interior door keys, mailbox keys, security access cards, and improvements that were provided to OP by the District. The obligations under this Section shall survive the termination of this Agreement.

ARTICLE XIV. FINANCIAL MATTERS

14.01 Payment Sources & Structure. The Parties understand that this Agreement allows for OP to receive the District's usual funds from the State's Foundation School Program ("FSP Funds") that all eligible students within the District receive and to receive SB 1882 funds ("SB 1882 Funds"), if awarded, for those eligible students due to this partnership Agreement as described in this Article. For purposes of this Agreement, FSP funds are based primarily on the weighted average-daily-attendance ("WADA") allocation received by the District under TEC Chapter 42, Tiers I and II for eligible students enrolled in the District and in actual attendance at the School.

14.01.1 Federal Funds and Instructional Materials Allotment. Federal funds and Instructional Materials Allotment attributable to the School shall not be included in the FSP Funds calculation and shall be retained by the District and utilized at the District's discretion in accordance with law and policy.

14.02 Menu of Services. The District may annually publish a service menu and price list for educational and support services other than or in addition to what the District is required to provide under this Agreement. If the District opts to publish a service menu and price list, the District must do so no later than April 1 for the following school year. Such services may include, but are not limited to, professional development; participation of School students in extracurricular activities; transportation for field trips; and transportation or food services needed on days in which the District is not operating. Prices will be stated in a per-pupil, per-square foot, or per-day/hour basis format. Prices will be the at-cost prices for District schools. Should OP utilize a service on the menu, the District will reduce OP's monthly payment pursuant to Section 14.05 for the services provided in the month following performance of the service. The District's service menu and price list is attached to this Agreement as Addendum A-5b.

14.03 Operational Expenses. Operational services are outlined in Worksheet C and D of Addendum A-52. OP may not elect out of operational services in Worksheet C and D, unless the parties agree to an amendment in writing.

14.04 Determination of Per Pupil Funding Allocation. Subject to section 14.04.1, in consideration of the services provided under this Agreement, the District shall pay OP for each school year of the Term, an amount equal to the basic allotment plus the weighted adjusted basic allotment for each student in Average Daily Attendance (ADA) at the School with a monthly offset as defined in Sections 14.02 and 14.03 above. The annual amount set forth in this Section shall be referred to herein as "the Fee", and uses Near-Final amounts from TEA's Additional Aid for Partnering to Operate a District Campus (part of GISD's Summary of Finances). Other than the Fee paid to the OP under this Section and the grants awarded for the School under Section 14.08, the District shall retain all state, federal, and local funds earned or received on behalf of each student at the School to pay for the activities and services provided by the District under this Agreement.

14.04.1 Funding Updates. The District may annually update the figures in Addendum A-5a to reflect actual expenses for the upcoming school year. The District will provide OP notice of any impact the amendments will have on the Fee no later than July 1 of each year during the term of this Agreement. Should the amendment result in an increase or decrease of the Fee of more than five percent, either party may terminate this agreement by written notice no later than July 15.

14.05 Distribution of Funding Allocation. Payments of the funding allocation set forth above shall be made in monthly installments on the 15th day of each month during the Term, commencing on September 15, 2023. On or before September 30 beginning with the second year of the Term, the estimated figures in 14.05.1 will be adjusted to actual figures, revenue, and expenses, as applicable, for purposes of determining the compensation hereunder and any amounts owed by either Party according to a mutually agreed upon settle-up process. In the event that the 15th shall fall on a Saturday or Sunday, payment shall be made on the following Monday.

14.05.1 Estimated Figures Adjusted to Actual in Settle-Up:

- A. Average Daily Attendance
- B. Funding generated in accordance with TEA's Additional Aid for Partnering to Operate District Campus (part of GISD's Summary of Finances).
- C. Campus Specific Expenses in Worksheet C of Addendum A-5a
- D. District and OP will continue to use the Funding Template Workbook. See Addendum titled "MECC Workbook"

14.06 Limitations. Payment shall be issued contingent on current Average Daily Attendance ("ADA") and Full Time Equivalent ("FTE") records (as applicable). In no case shall the District be obligated to pay any amount for students not included in the District's eligible ADA count to the Texas Education Agency. Notwithstanding any terms herein to the contrary, the District's obligation to compensate OP is expressly subject to the receipt, adjustment, or modification of funds by the District from the State of Texas specifically allocated for those eligible students in attendance at OP. In the event that such funding is not received or reduced, the District shall not be obligated to OP in any amount, and OP may terminate this Agreement, and any prior payments made by the District shall be retained by OP in consideration of and as payment for educational services provided up to the date of such termination. This paragraph shall not be construed to relieve the District of any responsibility or obligation to OP if the District fails to receive funding as a result of a failure by the District or its agents or contractors to fulfill requirements necessary for securing funding from the State of Texas. The parties agree that this agreement is not contingent upon approval of benefits under Texas Education Code section 11.174(a)(2).

14.07 Refund upon Termination. In the event of termination during the Term of this Agreement, OP agrees to refund to the District within ninety (90) days of the date of termination, all advanced but unearned funds.

14.08 Federal and State Grants. In addition to the funding described above, OP may also be eligible for Federal entitlement grants, such as Title I, as approved by the Federal granting agencies and the State based on the allocation determination by the GISD Assistant Superintendent for Student Support. Such finding must be spent as approved and designated by Federal and State agencies. OP admits knowledge of and agrees that the District's obligation hereunder for payment of Federal and/or State grants is limited to and expressly subject to receipt of any funds from the Texas Education Agency. In the event the District is ever required to refund any funds received from TEA specifically designated for any Federal or State grant program, then it is understood and agreed that OP shall be liable for and shall refund such amounts received. If OP obtains a federal or state grant specifically for the School and for a cost originally assigned to the District, OP shall use the grant money for the cost and the District shall not pay for the cost. This section specifically excludes any and all funds received pursuant to the Elementary and Secondary Emergency Relief Fund and the District shall allocate any one-time grant funds received in its sole discretion and in accordance with the Notice of Grant Award.

14.09 Contracting, Purchasing and Procurement. OP may establish school-level systems for obtaining, contracting with, and paying its vendors for goods it acquires and services it provides under this Agreement. OP will ensure compliance with applicable state and federal contracting and payment laws. OP reserves the right to contract for any services it deems beneficial in operation of the School.

14.10 Accounting and Audits. OP shall comply with generally accepted fiscal management and accounting principles. The Parties shall comply with the financial performance goals detailed in Addendum A-3, which shall include, but is not limited to a completion of OP's annual financial report, receipt of an unqualified audit opinion, and specific consequences in the event that OP does not meet the financial performance goals. In addition to any audits required by Applicable Law, OP shall submit to the District within 180 days following the end of each fiscal year starting with the 2nd completed fiscal year, financial statements audited by an independent certified public accountant. The OP will provide the District with the financial audit from the first Fiscal Year of this Agreement but will not include any Federal Funding, so the 180-day timeline does not apply. The District shall also retain the right to conduct its own campus audit of the School and annual audit of OP as it deems necessary. OP agrees to comply with all rules, regulations, ordinances, statutes, and other laws, whether local, state or federal, including, but not limited to, all audit and other requirements of the Single Audit Act of 1984. In the event an audit occurs and any expenditures relating to this Agreement are disallowed, OP agrees to reimburse the District immediately for the requisite full amount.

ARTICLE XV. RECORDS AND REPORTING

15.01 Records Management System. The District shall maintain a records management system that conforms to the system required of school district under the Local Government Records Act, Section 201.001 et seq., Local Government Code, and rules adopted thereunder; provided, however, that records subject to audit shall be

retained and available for audit for a period of not less than five (5) years from the latter of the date of termination or renewal of this Agreement.

15.02 State and Federal Reporting. OP shall report timely and accurate information to the District as necessary for the District to comply with all applicable state and federal requirements. OP shall report information in the manner requested by the District and correct any demonstrable errors as requested by the District, provided that the manner of reporting or correction requested is not unduly burdensome to OP.

15.03 Lawful Disclosure. To the extent that OP or the District will come into possession of student records and information, and to the extent that OP or the District will be involved in the survey, analysis, or evaluation of students incidental to this Agreement, both parties agree to comply with all requirements of the FERP A and the Texas Public Information Act. In the event that the District is required to furnish information or records of the School pursuant to the Texas Public Information Act, OP shall furnish such information and records to the District, and the District shall have the right to release such information and records. Either OP or the District may object to disclosure of information and records under FERP A or the Texas Public Information Act.

ARTICLE XVI. INTELLECTUAL PROPERTIES

16.01 Proprietary Materials. Each of the Parties shall own its own intellectual property including without limitation all trade secrets, know-how, proprietary data, documents, and written materials in any format. Any materials created exclusively by the District for the School shall be owned by the District, and any materials created exclusively by OP for the School shall be OP's proprietary material. The Parties acknowledge and agree that neither has any intellectual property interest nor claims in the other Party's proprietary materials. Notwithstanding the foregoing, materials and work product jointly created by the Parties shall be jointly owned by the Parties and may be used by the individual Party as may be agreed upon by both Parties from time to time.

16.02 Name. OP owns the intellectual property right and interest to the name "Moody Early Childhood Center." The Parties agree that the name "Moody Early Childhood Center" may be used by either Party during the Term of the Agreement. The Parties agree that after the expiration or termination of this Agreement, the District shall not use the name "Moody Early Childhood Center" for its own individual purposes.

ARTICLE XVII. INSURANCE

17.01 Insurance Coverage. OP shall secure and keep in force during the Term of this Agreement commercial general liability insurance coverage, including contractual coverage, automobile liability insurance coverage, and sexual misconduct and molestation coverage, with minimum liability limits of \$1 per occurrence, with a \$2,000,000 annual aggregate. The District is to be named as an additional insured under such coverage for any liability arising, directly or indirectly, under or in connection with this Agreement, or with regard to the operations of the School or any event arising therefrom. The District shall maintain casualty insurance on the Facilities and on its personal property and commercial general liability coverage

applicable to any services it provides at the School, in substantially the same manner as it maintains such insurance with respect to other District schools. OP shall also maintain (a) broad form casualty coverage for all personal property located or used at the School, including the Furnishings, which coverage shall be on a full replacement value basis, and (b) worker's compensation insurance to the extent required by the laws of the State of Texas, any deductible or other similar obligation under OP's insurance policies shall be the sole obligation of OP and shall not exceed \$25,000. Notwithstanding the foregoing requirement regarding insurance coverage, the District shall have the right to self-insure part or all of said insurance coverage in the District's sole discretion. In the event that the District elects to self-insure all or any part of any risk that would be insured under the policies and limits described above, and an event occurs where insurance proceeds would have been available but for the election to self-insure, the District shall make funds available to the same extent that they would have been available had such insurance policy been carried.

17.02 Form of Policies. All of the OP's insurance policies shall be issued by insurance companies qualified to operate in Texas and otherwise reasonably acceptable to the District. Such policies shall name the District, and such other related parties as the District elects, as additional insureds. Evidence of insurance shall be delivered to the District on or before the Possession Date, and thereafter within thirty (30) days prior to the expiration of the term of each such policy, or immediately upon OP's obtaining a new policy. Such coverage may be maintained under a blanket insurance policy of OP.

17.03 Evidence of Insurance. Upon request, a Party will furnish a certificate of insurance to the other Party evidencing the required coverage within thirty (30) days after the Possession Date of this Agreement and annually thereafter. Each Party will provide to the other Party notice of any cancellation or material adverse change to such insurance within thirty (30) days of such occurrence.

17.04 Cooperation. To the extent that it is reasonably practicable, each Party will comply with any information or reporting requirements required by any of the other Party's insurers.

17.05 Insurance Companies. All insurance coverage described in this Article shall be obtained from companies that are authorized to do business in the State of Texas.

ARTICLE XVIII. INDEMNIFICATION

18.01 Indemnity Provision. OP agrees to comply with the following Indemnity Provision. OP covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the DISTRICT and the elected officials, employees, officers, directors, volunteers and representatives of the DISTRICT, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the DISTRICT directly or indirectly arising out of, resulting from¹⁷² or related to OP's activities under this AGREEMENT, including any acts or omissions of OP, any agent, officer, director,

representative, employee, consultant or subcontractor of OP, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of the DISTRICT officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT OP AND THE DISTRICT ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE DISTRICT UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. The provisions of this INDEMNIFICATION are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. OP shall advise the DISTRICT in writing within 24 hours of any claim or demand against the DISTRICT or OP known to OP related to or arising out of OP's activities under this AGREEMENT.

ARTICLE XIX. SERVICE-LEVEL AGREEMENTS

19.01 District Authority. The District has sole decision-making authority regarding the delivery of any service related its responsibilities detailed in Paragraph 9.02. The District shall coordinate and cooperate with OP to determine dates of contracted service at the School and OP shall allow service contractors on School grounds absent any serious and legitimate complaints or concerns. OP shall inform the District of any service the District provides that is not complaint with Child Care Licensing requirements. The District understands that OP must comply with these licensing requirements and the District agrees to have its service vendors comply with the same and/or notify OP when the licensing requirements are too burdensome for the District and its vendor(s) to comply with. If the District is unable to have a specific vendor comply with the licensing requirements, then OP may select its own vendor for that specific service.

ARTICLE XX. GENERAL AND MISCELLANEOUS

20.01 Entire Agreement. This Agreement, including all referenced attachments and terms incorporated by reference contains the entire agreement of the parties. All prior representations, understandings, and discussions are merged into, superseded by, and canceled by this contract.

20.02 Severability. The parties intend that each provision hereof constitute a separate agreement between or among them. Accordingly, the provisions hereof are severable and in the event that any provision of this Agreement shall be deemed invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof will not be affected, but will, subject to the discretion of such court, remain in full force and effect, and any invalid or unenforceable provision will be deemed, without further action on the part of the parties, amended

and limited to the extent necessary to render the same valid and enforceable and reflect the intent of the parties.

20.03 Waiver. No waiver of any provision of this Agreement will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this Agreement, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

20.04 Venue and Jurisdiction. OP and the District agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Galveston County, Texas. Any action or proceeding to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in Galveston County or in the United States District Court for the Southern District of Texas, Galveston Division.

20.05 Governing Law. The laws of the State of Texas, without regard to its conflict of laws' provisions, will govern this Agreement, its construction, and the determination of any rights, duties, obligations, and remedies of the parties arising out of or relating to this Agreement.

20.06 Assignment. Except as otherwise provided in this Agreement, neither Party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other Party.

20.07 Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.

20.08 Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

20.09 Competition. OP, its subsidiaries, and/or its related entities shall not fund or operate any educational institution in the District's Attendance Area during the Term of this Agreement.

20.10 Days. Any timeline in this Agreement referencing "days" shall mean calendar days.

20.11 Notice. Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered, or certified mail, or (d) via facsimile, telegram or e-mail, address as follows:

If to the OP:

Karin Miller, Executive Director Moody
Early Childhood Center
1110 21st Street
Galveston, Texas 77550
karin@moodychildhoodcenter.org

If to the District:

Dr. Matthew Neighbors, Interim CEO
Galveston Independent School District
matthewneighbors@gisd.org
3904 Avenue T
Galveston, Texas 77550

Action Sheet

MEETING DATE: August 2, 2023

AGENDA ITEM: Discuss and approve the Student Code of Conduct for 2023-2024.

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 district to use which addresses the changes that occurred as a result of the 88th Legislative Session. Districts are required to approve the Student Code of Conduct annually.

RECOMMENDATION: I move that the Board of Trustees approve the Student Code of Conduct for 2023-2024.


Matthew Neighbors Ed. D.
Superintendent



Galveston Independent School District

Student Code of Conduct 2023-2024

Galveston Independent School District

3904 Avenue T
Galveston, Texas 77550
409-766-5100

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, Secretary

Elizabeth Beeton
Mindy Lakin
Ann Masel
David O'Neal

Superintendent

Dr. Matthew Neighbors

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 (SCOC) 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. Or, you may complete the SCOC acknowledgement online via Skyward Family Access.

Thank you,

Dr. Matthew Neighbors
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 2023-2024** 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.

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Galveston ISD Student Code of Conduct

2023–24 School Year

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

Galveston ISD Student Code of Conduct

Student Code of Conduct

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact Stephanie Fontenot Davis, Communications Director, and stephaniefontenot@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:

- During the regular school day;
- While the student is traveling on district transportation;
- During lunch periods in which a student is allowed to leave campus;
- At any school-related activity, regardless of time or location;
- For any school-related misconduct, regardless of time or location;
- When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
- When a student engages in cyberbullying, as defined by Education Code 37.0832;
- When criminal mischief is committed on or off school property or at a school-related event;
- For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
- For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
- When the student commits a felony, as provided by Education Code 37.006 or 37.0081; and
- 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 and <https://www.gisd.org/families>.

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. Individuals must report any hazing event to a law enforcement agency. Those reporting may be granted immunity from liability as long as they cooperate with the investigation.

Security Personnel

The board utilizes police officers and security personnel to ensure the security and protection of students, staff, and property. 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 persons. Provisions addressing the various types of security personnel can be found in the CKE policy series.

Police officers and security personnel 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, The law enforcement duties of district police officers and security personnel are:

- Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.
- 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.
- 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.
- Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.
- Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.
- Investigate violations of District policy, rules, and regulations as requested by the Superintendent and participate in hearings concerning alleged violations.
- Carry weapons as directed by the chief of police and approved by the Superintendent.
- Carry out all other duties as directed by the chief of police or Superintendent.

The law enforcement duties of district security personnel are:

- Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.
- Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.
- 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:

- The person poses a substantial risk of harm to any person; or
- 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 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 , **DAEP Placement** on page , **Placement and/or Expulsion for Certain Offenses** on page , and **Expulsion** on page , 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 .

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 .)
- 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 .)
- 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 .)
- 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 . 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 and **Expulsion** on page 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.
- Out-of-school suspension, as specified in **Out-of-School Suspension** on page 14 .
- 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 23 .
- Expulsion, as specified in **Expulsion** on page 26 .
- 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, the campus behavior coordinator, or a designee to maintain effective discipline on the bus. The principal, the campus behavior coordinator, or the designee 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, the campus behavior coordinator, or the designee 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:

- 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
- 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:

- Self-defense (see **glossary**),
- Intent or lack of intent at the time the student engaged in the conduct,
- The student's disciplinary history,
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
- A student's status as homeless.

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.

Summer programs provided by the district shall serve students assigned to a DAEP separately from those students who are not assigned to the program.

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:

- Self-defense (see **glossary**),
- Intent or lack of intent at the time the student engaged in the conduct,
- The student's disciplinary history,
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
- 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 page 33**.)
- 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).
 - Possesses any part of an e-cigarette or vape, or sells, gives, or delivers to another person or possesses or uses tobacco products, marijuana or THC in a vape or e-cigarette (See **glossary** for **e-cigarette**).
 - 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 .) (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 .)
 - 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 .)
- 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:
 - The student receives deferred prosecution (see **glossary**),
 - A court or jury finds that the student has engaged in delinquent conduct (see **glossary**), or
 - The superintendent or designee has a reasonable belief (see **glossary**) that the student engaged in the conduct.

House Bill 114 states that when a DAEP is at capacity, a student engaged in conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical must be placed in ISS until the student can be transferred to a DAEP if space becomes available before the expiration of the period of placement.

In addition, when a DAEP is at capacity, a student in a DAEP for conduct related to marijuana, THC, e-cigarette, alcohol, or an abusable volatile chemical may be moved to ISS to create space for a student who engaged in violent conduct. If space becomes available, the removed student must be returned to DAEP to complete the period of placement.

For students sent to a DAEP setting, Senate Bill 3928 requires the school district to inform the parent how to request testing for specific education services.

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:

- Self-defense (see **glossary**),
- Intent or lack of intent at the time the student engaged in the conduct,
- The student's disciplinary history,
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
- 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:

- The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others, or
- 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:

- 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
- 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(LLEGAL) 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:

- Threatens the safety of other students or teachers,
- Will be detrimental to the educational process, or
- 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:

- The date on which the student's conduct occurred,
- The location at which the conduct occurred,
- Whether the conduct occurred while the student was enrolled in the district, or
- 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:

- Threatens the safety of other students or teachers,
- Will be detrimental to the educational process, or
- 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:

- The student graduates from high school,
- The charges are dismissed or reduced to a misdemeanor offense, or
- 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:

- Self-defense (see **glossary**),
- Intent or lack of intent at the time the student engaged in the conduct,
- The student's disciplinary history,
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
- 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 .)

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. 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.
- 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:

- Deliberate violent behavior that poses a direct threat to the health or safety of others;
- Extortion, meaning the gaining of money or other property by force or threat;
- Conduct that constitutes coercion, as defined by Penal Code 1.07; or
- Conduct that constitutes the offense of:
 - Public lewdness under Penal Code 21.07;
 - Indecent exposure under Penal Code 21.08;
 - Criminal mischief under Penal Code 28.03;
 - Hazing under Education Code 37.152; or
 - 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:

- 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,
- An opportunity to testify and to present evidence and witnesses in the student's defense, and

- 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:

- Self-defense (see **glossary**),
- Intent or lack of intent at the time the student engaged in the conduct,
- The student's disciplinary history,
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
- 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:

- The student is a threat to the safety of other students or to district employees, or
- 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:

- The out-of-state district provides the district with a copy of the expulsion order, and
- 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:

- The student is a threat to the safety of other students or district employees, or
- 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:

- Causes serious bodily injury to another;
- Uses or exhibits a deadly weapon; or
- 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:
 - 65 years of age or older, or
 - 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:

- Starting a fire or causing an explosion with intent to destroy or damage:
 - Any vegetation, fence, or structure on open-space land; or
 - Any building, habitation, or vehicle:
 - Knowing that it is within the limits of an incorporated city or town,
 - Knowing that it is insured against damage or destruction,
 - Knowing that it is subject to a mortgage or other security interest,
 - Knowing that it is located on property belonging to another,
 - Knowing that it has located within it property belonging to another, or
 - 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.
- 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
- Intentionally starting a fire or causing an explosion and in so doing:
 - Recklessly damaging or destroying a building belonging to another, or
 - 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:

- 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;
- Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
- Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
- Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below.) This state law on bullying prevention applies to:

- 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;
- 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
- 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:

- Cause action by an official or volunteer agency organized to deal with emergencies;
- Place a person in fear of imminent serious bodily injury; or
- 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:

- 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;
- The frame or receiver of any such weapon;
- Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable firearm; or
- 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:

- Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
- 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
- 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:
 - Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
 - 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;
 - 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;
 - Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
 - Making obscene or threatening calls or other communication from a temporary phone or other application; and
 - 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:

- Any type of physical brutality;
- 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;
- An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or

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:

107. Clothing, purse, or backpack;
108. 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;
109. Telecommunications or electronic devices; or
110. 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:

111. 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;
112. Armor-piercing ammunition;
113. A chemical dispensing device;
114. A zip gun;
115. A tire deflation device; or
116. 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, deviant 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:

2. Deliberate violent behavior that poses a direct threat to the health or safety of others;
3. Extortion, meaning the gaining of money or other property by force or threat;
4. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
5. 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:

- 6. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
- 7. Place any person in fear of imminent serious bodily injury;
- 8. 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;
- 9. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
- 10. Place the public or a substantial group of the public in fear of serious bodily injury; or
- 11. 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 2, 2023

AGENDA ITEM: Discuss and consider approval of the Memorandum of Understanding (s) with Big Brothers and Big Sisters for Ball High School, Morgan Elementary, Weis Middle School, and Central Middle School.

The Big Brothers Big Sisters program enables a site-based mentoring program that serves children between the ages of six and twenty-one, who have been referred by school personnel. Identified children will complete the GCBBS application process and be individually matched with a volunteer in a mentoring relationship. The mentors will interact with the children for one hour per week throughout the school year. This program will help participating students experience improved school grades, attendance, self-esteem, relationships with friends, family and teachers, and interest in new activities and/or academic subjects. For the Ball High School program, high school students participate in mentoring relationships focused on education and access to key opportunities. Students will explore career and college paths. Students will participate in weekly academic coaching and empowerment, hands-on exploration activities such as career fairs and field trips throughout the school year.

RECOMMENDATION: I move the board to approve the Memorandum of Understanding (s) for Big Brothers and Big Sisters as presented.



Matthew Neighbors Ed. D.
Superintendent



Jeff Martello
Chief Financial Officer

MEMORANDUM OF UNDERSTANDING

Partners: Gulf Coast Big Brother Big Sisters (GCBBS) and **(Ball High School, Galveston ISD)** agree to collaborate through shared resources to deliver The **Big Futures** Program, a career and college readiness initiative designed to equip young people for post-secondary success.

Program Summary: High school students participate in mentoring relationships focused on education and access to key opportunities. Students will explore career and college paths and experience the workforce through corporate partnerships. Students will participate in weekly academic coaching and empowerment, Hands-on exploration activities such as career fairs and field trips throughout the school year.

Partner Responsibilities: In order to ensure the effective delivery of this program, Gulf Coast Big Brothers Big Sisters agrees to provide the following:

GCBBS agrees that:

1. Work with each participating school to determine and agree upon program process, volunteer sign in, use of space, referral process, etc.
2. Provide any necessary training to school staff and personnel regarding BBBS.
3. Screen all volunteer mentors.
4. Require all employees and volunteer mentors to undergo layered criminal background checks and require that they are eligible to participate in the program.
5. Maintain the confidentiality of grades, attendance, behavior, and overall performance (“Student Educational Information”) obtained prior to, during, and after program completion.

In order to ensure the effect implementation, delivery, and evaluation of this program, **(Ball High School, Galveston ISD)** agrees to provide the following:

1. Provide referrals for program participants.
2. Perform criminal background checks on employees and outside visitors to the school, per school policy.
3. Provide data on children admitted to the program including their Student Educational information prior to, during and after program completion provided that a current student release is on file.
4. Provide any necessary training regarding **(Ball High School, Galveston ISD)** policies and procedures.
5. Provide a copy of this approved agreement to **specific schools**.
6. Receive and maintain copies of student releases for each student admitted to the program.

Gulf Coast Big Brothers Big Sisters and **(Ball High School, Galveston ISD)** shall hold all information confidential regarding program participants and shall only release such information with signed parental consent or in cooperation with law enforcement in compliance with state and local laws.

Either party may terminate this MOU, with or without cause, by giving the other party 30 days written notice of termination. In witness thereof, the below signatures agree to contribute the above responsibilities to this program during the 2023-2024 school year.

Alice Teeler
Gulf Coast Big Brothers Big Sisters

Date

(Site Administrator) 

Date



MEMORANDUM OF UNDERSTANDING

Partners: Gulf Coast Big Brother Big Sisters (GCBBS) and **(LA Morgan, Galveston ISD)** agree to collaborate through shared resources to deliver the Bigs Inspiring Scholastic Success: Site-Based Mentoring Program.

Program Summary: The Site-Based Mentoring Program will serve children between the ages of 6 and 21, who have been referred by school personnel. Identified children will complete the GCBBS application process and be individually matched with a volunteer in a mentoring relationship. The mentors will interact with the children for one hour per week throughout the school year. This program will help participating students experience improved school grades, attendance, self-esteem, relationships with friends, family, and teachers, and interest in new activities and/or academic subjects.

Partner Responsibilities: In order to ensure the effective delivery of this program, Gulf Coast Big Brothers Big Sisters agrees to provide the following:

GCBBS agrees that:

1. Work with each participating school to determine and agree upon the program process, volunteer sign-in, use of space, referral process, etc.
2. Provide any necessary training to school staff and personnel regarding BBBS.
3. Screen all volunteer mentors.
4. Require all employees and volunteer mentors to undergo a layered criminal background check and require that they are eligible to participate in the program.
5. Maintain the confidentiality of grades, attendance, behavior, and overall performance (Student Educational Information) obtained before, during, and after program completion.

In order to ensure the effective implementation, delivery, and evaluation of this program, **LA Morgan, Galveston ISD** agrees to provide the following:

1. Provide referrals for program participants.
2. Per school policy, Perform criminal background checks on employees and outside visitors to the school.
3. Provide data on children admitted to the program including their Student Educational information prior to, during, and after program completion provided that a current student release is on file.
4. Provide any necessary training regarding **LA Morgan, Galveston ISD's** policies and procedures.
5. Provide a copy of this approved agreement to **Galveston ISD**
6. Receive and maintain copies of student releases for each student admitted to the program.

Gulf Coast Big Brothers Big Sisters and **LA Morgan, Galveston ISD** shall hold all information confidential regarding program participants and shall only release such information with signed parental consent or in cooperation with law enforcement in compliance with state and local laws.

Either party may terminate this MOU, with or without cause, by giving the other party 30 days written notice of termination. In witness thereof, the below signatures agree to contribute the above responsibilities to this program during the 2023-2024 school year.

Alice Teeler
Gulf Coast Big Brothers Big Sisters

Date

(Site Administrator)

Date

MEMORANDUM OF UNDERSTANDING

Partners: Gulf Coast Big Brother Big Sisters (GCBBS) and **(Weis Middle School, Galveston ISD)** agree to collaborate through shared resources to deliver the Bigs Inspiring Scholastic Success: Site-Based Mentoring Program.

Program Summary: The Site-Based Mentoring Program will serve children between the ages of 6 and 21, who have been referred by school personal. Identified children will complete the GCBBS application process and be individually matched with a volunteer in a mentoring relationship. The mentors will interact with the children for one hour per week throughout the school year. This program will help participating students experience improved school grades, attendance, self-esteem, relationships with friends, family and teachers, and interest in new activities and/or academic subjects.

Partner Responsibilities: In order to ensure the effective delivery of this program, Gulf Coast Big Brothers Big Sisters agrees to provide the following:

GCBBS agrees that:

1. Work with each participating school to determine and agree upon program process, volunteer sign in, use of space, referral process, etc.
2. Provide any necessary training to school staff and personnel regarding BBBS.
3. Screen all volunteer mentors.
4. Require all employees and volunteer mentors to undergo a layered criminal background checks and require that they are eligible to participate in the program.
5. Maintain the confidentiality of grades, attendance, behavior and overall performance (“Student Educational Information”) obtained prior to, during, and after program completion.

In order to ensure the effect implementation, delivery, and evaluation of this program, **(Weis Middle School, Galveston ISD)** agrees to provide the following:

1. Provide referrals for program participants.
2. Perform criminal background checks on employees and outside visitors to the school, per school policy.
3. Provide data on children admitted to the program including their Student Educational information prior to, during and after program completion provided that a current student release is on file.
4. Provide any necessary training regarding **(Weis Middle School, Galveston ISD)** policies and procedures.
5. Provide a copy of this approved agreement to **specific schools**.
6. Receive and maintain copies of student releases for each student admitted to the program.

Gulf Coast Big Brothers Big Sisters and **Weis Middle School, Galveston ISD** shall hold all information confidential regarding program participants and shall only release such information with signed parental consent or in cooperation with law enforcement in compliance with state and local laws.

Either party may terminate this MOU, with or without cause, by giving the other party 30 days written notice of termination. In witness thereof, the below signatures agree to contribute the above responsibilities to this program during the 2023-2024 school year.

Alice Teeler
Gulf Coast Big Brothers Big Sisters

Date

(Site Administrator)

Date

MEMORANDUM OF UNDERSTANDING

Partners: Gulf Coast Big Brother Big Sisters (GCBBS) and **(Central Middle School, Galveston ISD)** agree to collaborate through shared resources to deliver The **Big Futures** Program, a career and college readiness initiative designed to equip young people for post-secondary success.

Program Summary: High school students participate in mentoring relationships focused on education and access to key opportunities. Students will explore career and college paths and experience the workforce through corporate partnerships. Students will participate in weekly academic coaching and empowerment, Hands-on exploration activities such as career fairs and field trips throughout the school year.

Partner Responsibilities: In order to ensure the effective delivery of this program, Gulf Coast Big Brothers Big Sisters agrees to provide the following:

GCBBS agrees that:

1. Work with each participating school to determine and agree upon program process, volunteer sign in, use of space, referral process, etc.
2. Provide any necessary training to school staff and personnel regarding BBBS.
3. Screen all volunteer mentors.
4. Require all employees and volunteer mentors to undergo layered criminal background checks and require that they are eligible to participate in the program.
5. Maintain the confidentiality of grades, attendance, behavior, and overall performance (“Student Educational Information”) obtained prior to, during, and after program completion.

In order to ensure the effect implementation, delivery, and evaluation of this program, **(Central Middle School, Galveston ISD)** agrees to provide the following:

1. Provide referrals for program participants.
2. Perform criminal background checks on employees and outside visitors to the school, per school policy.
3. Provide data on children admitted to the program including their Student Educational information prior to, during and after program completion provided that a current student release is on file.
4. Provide any necessary training regarding **(Central Middle School, Galveston ISD)** policies and procedures.
5. Provide a copy of this approved agreement to **specific schools**.
6. Receive and maintain copies of student releases for each student admitted to the program.

Gulf Coast Big Brothers Big Sisters and **(Central Middle School, Galveston ISD)** shall hold all information confidential regarding program participants and shall only release such information with signed parental consent or in cooperation with law enforcement in compliance with state and local laws.

Either party may terminate this MOU, with or without cause, by giving the other party 30 days written notice of termination. In witness thereof, the below signatures agree to contribute the above responsibilities to this program during the 2023-2024 school year.

Alice Teeler
Gulf Coast Big Brothers Big Sisters

Date

(Site Administrator)

Date

Action Sheet

MEETING DATE:

August 2, 2023

AGENDA ITEM:

Discuss and consider approval of the 2023-2024 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 2023-2024 school year.

RECOMMENDATION:

I move that the Board of Trustees approve the 2023-2024 resolution sanctioning the Galveston County 4-H Organization as an extracurricular program and approval of adjunct faculty agreement as presented.



Matthew Neighbors Ed. D.
Superintendent

TEXAS A&M
AGRI LIFE
EXTENSION

Galveston County Office

4102-B Main Street
La Marque, TX 77568
Tel. 281-309-5053

June 9, 2023

Matthew Neighbors, Superintendent
Galveston Independent School District
P.O. Box 660
Galveston, Texas 77553

Dear Matthew Neighbors:

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,



Leah Stiles
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)

The members of Texas A&M AgriLife will provide equal opportunities in programs and activities, education, and employment to all persons regardless of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation or gender identity and will strive to achieve full and equal employment opportunity throughout Texas A&M AgriLife.

TEXAS A&M
AGRI LIFE
EXTENSION
Galveston County Office

4102-B Main Street
La Marque, TX 77568
Tel. 281-309-5053

June 9, 2023

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.

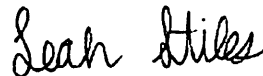
This amendment provides local school boards the opportunity to recognize county Extension agents as adjunct staff members and to count students participating in 4-H/Extension educational activities "in attendance for Foundation School Program purposes."

Galveston County requests adjunct staff member status for the county Extension agents for the school year 2023-2024. 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
Leah Stiles	Title: CEA-4-H	Degree: B.S.	Date: 5/22	Institution: Sam Houston State University
Ginger Benson	Title: CEA-FCS	Degree: B.S.	Date: 12/13	Institution: University of Houston
Stephen Brueggerhoff	Title: CEA-Horticulture	Degree: M.S.	Date: 8/01	Institution: University of Washington
Phoenix Rogers	Title: CEA-Agriculture	Degree: M.S.	Date: 5/03	Institution: Washington State University

I hope that Clear Creek 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,



Leah Stiles
 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 21st day of August, 2023 and end on the 30th day of May, 2024, being the end of the 2023-2024 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 _____, 2023.

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 _____, 2023.

(For Board of Trustees)

(Superintendent)

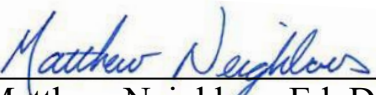
Action Sheet

MEETING DATE: August 2, 2023

AGENDA ITEM: Discuss and consider approval of an Instructional Agreement and Memorandum of Understanding for Dual Credit/Early Admissions Enrollment

Galveston College and Galveston Independent School District support and believe in a partnership that will provide opportunities for qualified high school students to participate in early admission classes, to participate in dual credit classes, to participate in Tech-Prep programs and to participate in dual credit occupational-technical classes, all of which may allow high school student to receive both high school and college-level credit for successfully completing college-level courses. The agreement for this partnership must be approved by the Galveston College Board of Regents, executed by Galveston College, and signed by its President and be approved by the Galveston Independent School District Board of Trustees, executed by the Galveston Independent School District, and signed by the Superintendent.

RECOMMENDATION: I move that the board approve the Instructional Agreement and Memorandum of Understanding for Dual Credit/Early Admissions Enrollment Classes between Galveston College and the Galveston Independent School District for the Academic Year 2023-2024.


Matthew Neighbors Ed. D.
Superintendent


Jeff Martello
Chief Financial Officer



**Galveston
College**

DUAL CREDIT

INSTRUCTIONAL AGREEMENT

between

Galveston College

and

Galveston Independent School District

INSTRUCTIONAL AGREEMENT

Galveston College (herein as the "College") and Galveston Independent School District, (herein as "GISD") enter into the following Instructional Agreement, evidenced by the following, for the Academic Year 2023-2024.

I. PURPOSE

Galveston College and the Galveston Independent School District support and believe in a partnership that will provide opportunities for qualified high school students to participate in early admission classes, to participate in dual credit classes, academic and workforce, all of which may allow the high school student to receive both high school and college-level credit for successfully completing college-level courses. Therefore, the College agrees to provide college-level instruction for GISD. Further, the College and GISD agree that it is the responsibility of the College to grant college credit, and it is the responsibility of GISD to grant high school credit.

II. DUAL CREDIT PROGRAM GOALS

According to Texas HB 1638, the College has established four overall goals that guide every facet of the Dual Credit program:

Goal 1: In conjunction with partner independent school districts and institutions, the College will utilize meaningful and relevant outreach strategies to ensure that students and parents are given information regarding all aspects of the Dual Credit program, including benefits of participation, enrollment and financial policies.

Goal 2: The Dual Credit program will facilitate effective and collaborative procedures that ensure students successfully transition to post-secondary education as well as accelerate through degree programs for maximum student success and achievement.

Goal 3: Every Dual Credit student will receive and have continual access to advising in academic and college readiness domains as well as support services that will help in the successful completion of post-secondary courses.

Goal 4: Dual Credit courses offered will be of the highest academic quality and offer a rigorous post-secondary curriculum that will be sufficient enough to ensure student success in all other post-secondary courses taken.

III. STUDENT ELIGIBILITY REQUIREMENTS

Students enrolled at GISD may be eligible to participate in dual credit/early admission classes at the College based on the following conditions:

1. A high school student who seeks to enroll in an academic course(s), a transfer course(s), or courses leading to an Associate Degree may be admitted if the student:
 - a. Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative on relevant section(s) of an assessment instrument approved by the Texas Higher Education Coordinating Board (THECB), or
 - b. Demonstrates that he or she is exempt under the provisions of the Texas Success Initiative.
2. A high school student is eligible to enroll in workforce education dual credit classes if the student demonstrates that he or she has achieved the minimum high school-level competencies in the areas of Mathematics and/or English/ Language Arts as required for entry into the workforce program.
 - a. A student may enroll only in those workforce-education dual credit courses for which the student has demonstrated eligibility.
 - b. A student who is exempt from taking an exit-level test may be otherwise evaluated by the College to determine eligibility for enrolling in a workforce-education dual credit course(s).
3. A student who has been enrolled in a non-traditional program of study (i.e., a home school or a non-accredited high school) and who is now enrolled within GISD must satisfy paragraphs 1, 2, or 3 of this subsection.
4. To be eligible for enrollment in a dual credit course offered by the College, a student must meet all of the College's regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.,).
5. In the case of certain emergencies such as hurricane, pandemic or other forced closures and the previously mentioned measurements are not available, both the College and GISD will employ holistic advising to ensure proper student eligibility.

IV. LOCATION AND STUDENT COMPOSITION OF CLASSES

1. Dual Credit courses may be taught on the College campus, online, or on the high school campus. Early Admissions courses will be taught at the College. For dual credit courses taught exclusively to high school students on the high school campus and for dual credit courses taught online the College shall comply with all applicable rules and procedures relating to distance education and off-campus instruction, as promulgated by the THECB.
2. Dual credit courses may be composed of dual credit students only or a class may be composed of dual credit students and regular college-credit students. Exceptions for a mixed class, a class composed partly of students enrolled for high school credit only and partly of students enrolled for early admission, AP, and/or college credit, may be allowed under one of the following conditions:
 - a. If the course involved is required for completion under the State Board of Education's Foundation High School Program, Foundation with Endorsement or Foundation with Endorsement Distinguished Level's graduation requirements, and the high school is otherwise unable to offer such a course;
 - b. If the course involved is limited to dual credit students and College Board Advanced Placement students; or,
 - c. If the course is a career and technology/college workforce course and high school credit-only students are able to earn articulated college credit.
3. Students must be registered for college credit by the official census date for the dual credit course; otherwise, the student will not be considered a dual credit student and will not be awarded college credit for the course.
4. It is the responsibility of the high school to certify to the College that these requirements have been met, and it is the responsibility of the College to verify that classes are taught in compliance with this section. Further, should it be determined that this section has been violated, at the sole discretion of the College, the College may deny credit to any single student and/or all students who participated in an unapproved mixed class.
5. Early Admissions/ Dual Credit classes regardless of location will follow an approved College calendar.

V. FACULTY SELECTION, SUPERVISION, AND EVALUATION

1. The College will select, supervise, and evaluate instructors for courses which result in the award of college credit. The College shall supervise and evaluate instructors of dual credit courses using the same or comparable procedures used for faculty at the main campus of the College.
2. All instructors must meet the requirements of the College and the minimal requirements as specified by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).
3. Instructors teaching courses which result in the award of college credit will be employed faculty members of the College or must meet the same standards, review, and approval procedures used by the College to select faculty responsible for teaching the courses at the main campus of the College. All faculty selected by the College to teach early admission enrollment classes will be considered employees of the College and will be compensated by the College in accordance with College policy, procedures, and guidelines.
4. All instructor's applications for employment and official transcripts from each college or university attended will be kept on file at the College.
5. The College and GISD agree to share information regarding Dual Credit faculty through safe and discreet methods. These methods will include password protected documents, collaboration with appropriate College and GISD personnel to ensure confidentiality among others to ensure all information is transmitted and shared securely.

VI. ELIGIBLE COURSES

1. Academic courses offered for Dual Credit must be identified as a college-level academic course in the current edition of the Community College Academic Course Guide Manual (ACGM) and must be simultaneously identified by the College as a course that has been included in the College's core curriculum, or foreign language course, or state approved FOSC or POSC. Courses offered as Early Admission courses and taken at the College's main campus must be identified as a college-level academic course in the current edition of the ACGM and may or may not be included in the College's core curriculum. College-level workforce courses offered by the College must be included in an approved Associate of Applied Science (AAS) Degree or certificate program.

2. Remedial and developmental courses may not be offered for dual credit course credit and are not eligible courses under this agreement.
3. Approved courses being taught for Dual Credit (academic or workforce) and/or Early Admission credit, must follow the College syllabus. It is the responsibility of GISD to work with the College to align the high school curriculum with the college course syllabus.
4. A course equivalency crosswalk of academic and workforce dual credit courses and high school classes are included in Exhibit A.

VII. COURSE CURRICULUM, INSTRUCTION, AND GRADING

1. The College shall ensure that a dual credit course and the corresponding course offered at the main campus of the College are equivalent with respect to the curriculum, materials, instruction, rigor, and method of student evaluation. These standards shall be upheld regardless of the student composition of the class.
2. Identified course outcomes/ learning objectives must meet all college requirements.
3. The regular academic policies applicable to courses taught at the College's main campus will apply to the dual credit and early admissions courses. These policies include an appeal process for disputed grades, drop policy, the communication of the grading policy to students, when the syllabus must be distributed, etc.
4. Textbooks should be identical to those approved for use on the main campus. Should an instructor propose an alternative textbook, the textbook must be approved in advance by the appropriate instructional department of the College. Other instructional materials for dual credit courses must be identical or at an equivalent level to materials used on the main campus of the College. Textbook purchases, aside from those made by grants, scholarships and other financial aid, will be made by the student and/or guardian.
5. Courses which result in college-level credit will follow the standard grading practices of the College, as identified in college policy and as set forth in the appropriate course syllabus. Whereas, the college uses a letter grade and GISD requires a numeric grade, faculty teaching dual credit courses will report a letter grade as required by college policy and as outlined in the syllabus to the College, and will report a numeric grade to GISD which is responsible for recording the numeric grade in accordance with their established policies and guidelines.

6. The College and GISD agree to provide quality online learning experiences for all Dual Credit students. As online instructional needs arise, the College and GISD will collaborate on ways to ensure that all Dual Credit students are provided the means to succeed.
7. Faculty, who are responsible for teaching dual credit and/or early admission enrollment classes, are responsible for keeping appropriate records, certifying census day class rolls at the beginning of the semester, providing interim reports, certifying final grade reports at the end of the semester, certifying attendance, and providing other reports and information as may be required by the College and/or GISD. Faculty and appropriate College Dual Credit staff will communicate how students can view their grades; utilize college communication tools such as e-mail as well as manage FERPA expectations.

VIII. STUDENT AND EDUCATIONAL SUPPORT SERVICES

1. Students in dual credit courses shall be eligible to utilize the same or comparable support services that are afforded to college students on the main campus. The College is responsible for ensuring timely and efficient access to such services as academic advising and counseling, learning resources (e.g., library resources), and other benefits for which the student may be eligible.
2. Student Services
 - a. The College agrees to provide appropriate academic support services, including academic advising/counseling, to students who are participating in dual credit and/or early admissions classes. Further, the College agrees to assist students in completion of the admission and registration forms and provide an accessible process.
 - b. GISD agrees to work with the College to provide an appropriate and accessible registration process and agrees to assist students in the completion of the admission and registration forms. GISD further agrees to provide official high school transcripts, test scores, and such certifications that may be required by the College during the admission and registration process.
 - c. The College and GISD agree to work together to plan and to try to schedule early admission and/or dual credit enrollment classes a semester in advance of offering the course(s).

3. Learning Resources

- a. The College agrees to grant GISD students enrolled in College courses the same rights, privileges, and access to the library's collections and services as students enrolled in courses on the College campuses. In addition, College will offer these students access to the library's electronic information resources through the Internet, subject to the College's licensing contracts with its vendors and available technology.
- b. GISD agrees to allow those students currently enrolled in College courses, within the GISD's facilities, access to the information resources available in the district. These students are under the same rules and regulations as other students of the district and are subject to the same fines and penalties.
- c. The College and GISD agree that if at the end of a semester, there are overdue materials belonging to one institution which were used in the completion of the other's course, the lending library will notify the other so that the student's record will show the obligation. Each library will take steps consistent with their policies and procedures to ensure that the past due books and/or materials are returned in as an expedient a manner as possible. Upon return of the material the lending library will notify the other that the student has cleared their obligation.
- d. The College will, in conjunction with the partner institution, consider the use of free or low-cost open educational resources in dual credit courses.
- e. To be eligible for these privileges at the College a student must present proof of current enrollment. This may take the form of, but is not limited to, a current student ID card, bill for registration, or a class schedule.

IX. TRANSCRIPTING OF CREDIT

1. For workforce and academic dual credit and/or early admission courses which may result in college-level credit, the College will transcript all course work in accordance with the College's normal policies and procedures immediately following the end date of the course. Furthermore, the College agrees to make available in the same manner as it does to its regular college students an official college transcript of credits that may be sent to the college, university, or other location of the student's choice.

2. For workforce and academic early admission or dual credit courses which may result in high school-level credit, GISD will transcript all course work in accordance with the District's normal policies and procedures immediately following the end date of the course. Further, GISD agrees to make available in the same manner as it does to its other students an official high school transcript that may be sent to other schools, colleges, or locations, as the student so designates.

X. FUNDING

1. State Funding

- a. State funding for dual academic and workforce credit courses will be available to both GISD and the College based upon the current agreement between the Commissioner of Education and the Commissioner of Higher Education. In accordance with this agreement, both GISD and the College may claim state funding for all students enrolled for college-level credit in a dual academic and workforce course(s).

2. College Tuition and Fees.

- a. The college agrees to waive out-of-district and non-resident fees for dual credit students taking classes at the high school, the College, or online.
- b. The College agrees to charge the standard tuition and fees, excluding out-of-district and non-resident fees, unless noted otherwise in Addendum A, as approved by the Galveston College Board of Regents and as published in the Galveston College Catalog. The Galveston College Board of Regents reserves the right to change the policies and procedures of the College, without notice, including tuition and fees, in accordance with the cost of instruction and state laws.
- c. GISD agrees to pay for the cost of tuition, fees, textbooks, and required student supplies or to indicate to the College who is responsible for tuition, fees, textbooks, and required student supply items.
- d. The college and GISD agree that tuition and fees which are to be paid by the student are due and payable in full at the time of registration. If GISD alone is to be responsible for payment of a student's tuition and fees, the College agrees to bill GISD immediately following registration.

- e. GISD agrees to settle all account receivables with the College within 30 days of the billing date. Students whose tuition and fees are not paid by the official college census day of the class or who do not have a valid account receivable as of the official college census date will be dropped from the college roll and must be removed from the class in accordance with Section X Part 3 of this agreement.

3. Drops and Withdrawals - Tuition and Fee Refunds.

- a. If for any reason it becomes necessary for a student who has registered for a college class to withdraw or drop the class, the College and GISD agree that it is the responsibility of the student to officially withdraw or drop the college course.
- b. A student may add or drop a course prior to the official census date for the course. Student must clear any changes with High School Counselor. Students who drop prior to the official college census date will not receive a college grade of any kind; tuition and fees will be refunded in accordance with the College approved refund schedule.
- c. A student may withdraw from a course with a grade of "W" any time after the census date for the semester and on or before the end of the 12th week of a long semester or on or before the last day to drop a class of a term as designated in the college calendar.
- d. Students attending class on or off campus may initiate a withdrawal through the Student Success Advisor for Dual Credit. A student who discontinues class attendance and does not officially drop the course on or before the last day to drop a course will receive a performance grade for the course.
- e. Students who officially withdraw from the College shall have their tuition and mandatory fees refunded according to the official refund policy schedule. Tuition and fees paid directly to the College by GISD, sponsor, donor, or scholarship fund shall be refunded to the source rather than directly to the student.

XI. TERMS OF THE AGREEMENT

This agreement shall not become effective unless and until approved by the Galveston College Board of Regents and the Board of Trustees of the Galveston Independent School District. If so approved, the Agreement shall be for the 2023-2024 academic year.

The agreement may be amended or extended by written addendum to this agreement.

If it is the intention of one party to terminate this agreement, the one party shall provide a one hundred twenty (120) day written notice to the other party of their intention to terminate this Agreement.

All notices and communications related to this agreement shall be addressed to the respective educational administrator.

Approved by the Galveston College Board of Regents, executed by Galveston College, and signed by its President.

By _____ Date _____
Dr. W. Myles Shelton, President

Approved by the Galveston Independent School District Board of Trustees, executed by the Galveston Independent School District, and signed by its Superintendent.

By _____ Date _____
Mr. Matthew Neighbors, Acting CEO

ADDENDUM - A

- I. Galveston College will waive all tuition and required fees for eligible students taking dual credit English Composition (ENGL 1301 and ENGL 1302) and United States History (HIST 1301, HIST 1302, HIST 2311 and HIST 2312) classes at Ball High School. For these classes, the class composition shall be 100 percent dual credit students
- II. Students who are enrolled in other dual credit classes located at Galveston Independent School District or online, shall pay \$50 per semester hour (\$150 per 3 semester hour course or \$200 per 4 semester hour course). All regular required fees shall be waived not including special course fees such as insurance, student health insurance and exam fees.
- III. Galveston College agrees to waive out-of-district and non-resident fees for dual credit students taking classes at the high school, at Galveston College, and online.
- IV. Galveston College agrees to waive the minimum registration requirements of six (6) credit hours for dual credit students taking classes at the high school, at Galveston College, and online.
- V. Early admission academic courses or dual credit workforce courses/ programs located on the campus of Galveston College shall be charged at the regular in-district tuition and fee rates established by the College.
- VI. Galveston ISD shall pay to Galveston College an amount equal to the amount that would have been spent for 2023-2024 salary and benefits for the high school English and History teachers who have taught the dual credit English and History classes at Ball High School. Galveston College will invoice the District on a quarterly basis. Payment is due 30 days following receipt of the invoice.
- VII. Galveston College shall use the designated funds to hire two (2) full-time College faculty to teach dual credit English composition and U.S. History classes at Ball High School.
- VIII. In accordance with current rules and guidelines, required college textbooks and materials shall be furnished to the student enrolled in dual credit classes at Galveston ISD at no charge by the School.

Approved by the Galveston College Board of Regents, executed by Galveston College,
and signed by its President.

By _____ Date _____
Dr. W. Myles Shelton, President

Approved by the Galveston Independent School District Board of Trustees, executed
by the Galveston Independent School District, and signed by its Superintendent.

By _____ Date _____
Mr. Matthew Neighbors, Acting CEO

EXHIBIT A

The following is a course equivalency crosswalk of academic and workforce dual credit courses and high school classes.

ACADEMIC COURSE EQUIVALENCY CROSSWALK

High School Course Name	Galveston College Course	Galveston College Course Name	Term Offered
Anatomy & Physiology I	BIOL 2401	Anatomy & Physiology I	FALL
Anatomy & Physiology II	BIOL 2402	Anatomy & Physiology II	SPRING
Art Appreciation	ARTS 1301	Art Appreciation	FALL & SPRING
Biology I	BIOL 1406	General Biology I	FALL
Biology II	BIOL 1407	General Biology II	SPRING
Business & Professional Communication	SPCH 1321	Business & Professional Communication.	FALL & SPRING
Calculus I	MATH 2413	Calculus I	FALL
Calculus II	MATH 2414	Calculus II	SPRING
Chemistry I	CHEM 1411	General Chemistry I	FALL
Chemistry II	CHEM 1412	General Chemistry II	SPRING
College Algebra	MATH 1314	College Algebra	FALL
Intro to Criminal Justice	CRIJ 1301	Intro to Criminal Justice	FALL
Court Systems & Practices	CRIJ 1306	Court Systems & Practices	FALL
Correctional Services	CRIJ 2313	Correctional Systems & Practices	SPRING
Police Systems & Practices	CRIJ 2328	Police Systems & Practices	SPRING
English III or IV	ENGL 1301	Composition I	FALL
English III or IV	ENGL 1302	Composition II	SPRING
English IV	ENGL 2322	British Literature I	SPRING
English IV	ENGL 2311	Technical Writing	FALL
Environmental Science I +Lab	ENVR 1301/ENVR 1101	Environmental Science I	FALL
Environmental Science II + Lab	ENVR 1302/ ENVR 1102	Environmental Science II	SPRING
Federal Government	GOVT 2305	Federal Government	FALL & SPRING

ACADEMIC COURSE EQUIVALENCY CROSSWALK

High School Course Name	Galveston College Course	Galveston College Course Name	Term Offered
Film Appreciation	DRAM 2366	Film Appreciation	FALL & SPRING
German III	GERM 1411	Beginning German I	FALL
German III	GERM 1412	Beginning German II	SPRING
German IV	GERM 2311	Intermediate German I	FALL
German IV	GERM 2312	Intermediate German II	SPRING
Law Enforcement 1	CRIJ 1301	Intro to Criminal Justice	FALL
Law Enforcement 2	CRIJ 2328	Police Systems & Practices	SPRING
Learning Framework	PSYC / EDUC 1300	Learning Framework	Summer
Music Appreciation	MUSI 1306	Music Appreciation	FALL & SPRING
Physics I	PHYS 1401	College Physics I	FALL
Physics II	PHSY 1402	College Physics II	SPRING
Pre-Calculus	MATH 2312	Pre-Calculus	SPRING
Psychology	PSYC 2301	General Psychology	FALL & SPRING
Sociology	SOCI 1301	Introductory Sociology	FALL & SPRING
Spanish I	SPAN 1411	Beginning Spanish I	FALL
Spanish II	SPAN 1412	Beginning Spanish II	SPRING
US History I	HIST 1301	US History I	FALL
US History II	HIST 1302	US History II	SPRING
Western Civilization I	HIST 2311	Western Civilization I	FALL
Western Civilization II	HIST 2312	Western Civilization II	SPRING

WORKFORCE COURSE EQUIVALENCY CROSSWALK

Cosmetology	Galveston College Course	Galveston College Course Name	TSI/ Pre-Req	Term Offered
Intro to Cosmetology	CSME 1501	Orientation to Cosmetology	NONE	FALL
Intro to Cosmetology	CSME1410	Intro to Haircutting & Theory	NONE	FALL
Cosmetology 1	CSME 1354	Artistry of Hair Design	NONE	SPRING
Cosmetology 1	CSME 1543	Manicuring & Theory	NONE	SPRING
Cosmetology 2 + Lab	CSME 1453	Chemical Reformation & Theory	NONE	FALL
Cosmetology 2 + Lab	CSME 2401	Principles of Hair Color & Theory	NONE	FALL
Cosmetology 2 + Lab	CSME 1547	Principles of Skin Care/ Facials	NONE	SPRING
Cosmetology 2 + Lab	CSME 2541	Preparation for State License Exam	NONE	SPRING

Culinary	Galveston College Course	Galveston College Course Name	TSI/ Pre-Req	Term Offered
Principles of Hospitality & Tourism * Articulated Credit	HAMG 1321	Intro to Hospitality Industry	NONE	FALL
Intro to Culinary	CHEF 1205	Sanitation & Safety	NONE	SPRING
Intro to Culinary	IFWA 1217	Food Production/ Planning & Culinary Math	NONE	FALL
Culinary Arts	CHEF 1301	Basic Food Preparation	NONE	FALL
Culinary Arts	CHEF 2302	Saucier	NONE	SPRING
Advanced Culinary Arts	CHEF 1302	Principles of Healthy Cuisine	NONE	FALL
Adv. Culinary Arts	PSTR 1301	Fundamentals of Baking	NONE	SPRING

WORKFORCE COURSE EQUIVALENCY CROSSWALK

EMT Basic	Galveston College Course	Galveston College Course Name	TSI/ Pre-Req	Term Offered
Emergency Medical Technician	EMSP 1501	EMT	EMSP 1160	FALL
Emergency Medical Technician	EMSP 1160	Clinical - EMT	EMSP 1501	FALL

Hospitality	Galveston College Course	Galveston College Course Name	TSI/ Pre-Req	Term Offered
Principles of Hospitality & Tourism * Articulated Credit	HAMG 1321	Intro to Hospitality Industry	NONE	FALL
Principles of Hospitality & Tourism * Articulated Credit	CHEF 1205	Sanitation & Safety	NONE	SPRING
Intro to Events & Meeting Planning	HAMG 1313	Front Office Management	NONE	FALL
Hospitality Services	HAMG 1324	Hospitality HR Management	NONE	FALL
Hospitality Services	HAMG 2188	Internship – Hospitality HR Mgmt.	HAMG 1324	SPRING
Practicum in Hospitality Services	HAMG 2305	Hospitality Management & Leadership	NONE	FALL
Practicum in Hospitality Services	HAMG 2189	Internship- Hospitality Management and Leadership	HAMG 2305	SPRING

WORKFORCE COURSE EQUIVALENCY CROSSWALK

Networking (I.T.)	Galveston College Course	Galveston College Course Name	TSI/ Pre-Req	Term Offered
Networking Plus Lab	ITSC 1425	Personal Computer Hardware	NONE	FALL
Networking Plus Lab	ITNW 1425	Fundamentals of Networking	NONE	SPRING
Practicum and STEM	ITSC 1405	Introduction to PC Operating Systems	NONE	FALL
Practicum and STEM	ITMT 1457	Administering a Windows Serve Operating System	NONE	SPRING

Logistics	Galveston College Course	Galveston College Course Name	TSI/ Pre-Req	Term Offered
Principles of Distribution	LMGT 1319	Introduction to Business	NONE	FALL
Principles of Distribution	IBUS 1341	Global Supply Chain Management	NONE	SPRING
Concepts of Distribution	LMGT 1321	Introduction to Materials Handling	NONE	FALL
Concepts of Distribution	LMGT 1425	Warehouse and Distribution Center Mgmt.	NONE	SPRING
Occupational Safety & Environmental Tech. 1	OSHT 1301	Introduction to Safety and Health	NONE	FALL
Occupational Safety & Environmental Tech. 1	LMGT 1393	Special Topics in Logistics & Materials Management	NONE	SPRING
Distribution & Logistics	IBUS 1301	Principles of Exports	NONE	FALL
Distribution & Logistics	LMGT 1423	Domestic & International Transportation MGMT	NONE	SPRING

WORKFORCE COURSE EQUIVALENCY CROSSWALK

Medical Coding & Billing	Galveston College Course	Galveston College Course Name	TSI/ Pre-Req	Term Offered
Medical Terminology	HITT 1305	Medical Terminology	NONE	FALL
Medical Terminology	MDCA 1309	A & P Medical Assistants	NONE	SPRING
Medical Intervention, Evaluation & Research	HITT 2330	Pathophysiology & Pharmacology	NONE	FALL
Medical Intervention, Evaluation & Research	HITT 1341	Coding and Classification Systems	NONE	SPRING
Healthcare Management & Administration	POFM 1327	Medical Insurance	NONE	FALL
Healthcare Management & Administration	HITT 1353	Legal & Ethical Aspects of Health Information	NONE	SPRING

Robotics	Galveston College Course	Galveston College Course Name	TSI/ Pre-Req	Term Offered
ENGR 1201 YEAR 1 * Articulated Credit	ENGR 1201	Introduction to Engineering	MATH 1314	FALL
ENGR 1304 YEAR 1 * Articulated Credit	ENGR 1304	Engineering Graphics	MATH 1314	SPRING
Robotics 1	RBTC 1305	Robotics Fundamentals	NONE	FALL
Robotics 1	ELPT 1221	Introduction to Electrical Safety and Tools	NONE	SPRING
Robotics 2	ELPT 2319	Programmable Logic Controllers	NONE	FALL
Robotics 2	ELMT 2333	Industrial Electronics	NONE	SPRING
Engineering Design & Presentation	RBTC 2339	Robot Programming and Diagnostics	NONE	FALL
Engineering Design & Presentation	DFTG 2319	Intermediate Computer-Aided Drafting	NONE	SPRING

WORKFORCE COURSE EQUIVALENCY CROSSWALK

Welding	Galveston College Course	Galveston College Course Name	TSI/ Pre-Req	Term Offered
Intro to Welding * Articulated Credit	WLDG 1313	Intro Blue Print Reading	NONE	FALL
Freshmen Year 1 * Articulated Credit	WLDG 1407	Intro to Welding Using Multiple Processes	NONE	SPRING
Welding 1	WLDG 1428	Intro to Shielded Metal Arc Welding (SMAW)	NONE	FALL
Welding 1	WLDG 1434	Intro to Gas Tungsten Arc Welding (GTAW)	NONE	SPRING
Welding 2 + Lab	WLDG 2443	Advanced Shield Metal Arc Welding	NONE	FALL
Welding 2 + Lab	WLDG 1435	Intro to Pipe	NONE	SPRING
Practicum & Manufacturing	WLDG 2413	Intermediate Welding Using Multiple Processes	NONE	FALL
Practicum & Manufacturing	WLDG 1317	Introduction to Layout and Fabrication	NONE	SPRING



Galveston College

DUAL CREDIT

MAIN CAMPUS

4015 Avenue Q Galveston, TX 77550

CHARLIE THOMAS FAMILY

APPLIED TECHNOLOGY CENTER

7626 Broadway Galveston, TX 77554

PHONE

409-944-4242

WEBSITE

GC.EDU





**Galveston
College**

DUAL CREDIT

MEMORANDUM OF UNDERSTANDING

between

Galveston College

and

Galveston Independent School District

Memorandum of Understanding

Galveston College (herein as the "College") and Galveston Independent School District, (herein as the "School District") enter into the following Instructional Agreement, evidenced by the following, for the Academic Year 2023-2024.

WHEREAS, The State of Texas mandated via House Bill 5, Section 10 that each school district shall partner with at least one institution of higher education to develop and provide courses in college preparatory Mathematics and English Language Arts.

WHEREAS the parties have agreed to enter into a collaborative agreement where students who are deemed to not be college ready per House Bill 10, Section 10;

WHEREAS, Galveston Independent School District (GISD) and Galveston College (GC) jointly recognized an opportunity to create seamless pathways for students to enter into college level work in Mathematics and English Language Arts without further remediation;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GISD and GC, agree as follows:

Scope of Services. GISD and GC agree to collaborate to develop and maintain college preparatory Mathematics and English Language Arts courses that meet the terms of this agreement as outlined below. GISD and GC will meet regularly to maintain the integrity and evaluate the effectiveness of the program.

Term. The initial term of this MOU shall be for the 2023-2024 academic year. Either party may terminate this MOU, without cause, upon at least thirty (30) calendar days prior written notice to the other party, with termination effective upon the expiration of the thirty (30) days or as mutually agreed to by the parties.

The College agrees to the following for both the Mathematics and English Language Arts courses:

- To share data and provide feedback regarding student success on entry-level college Mathematics and English Language Arts courses, and
- To ensure that students are counseled into appropriate Mathematics and English Language Arts, and/or all other courses that require college preparation in Mathematics and English Language Arts.

The College agrees to the following for the college-preparatory Mathematics course(s):

- To provide the Student Learning Outcomes;
- To provide the syllabi for the courses being offered.

The College agrees to the following for the college-preparatory English Language Arts course(s):

- To provide the Student Learning Outcomes;
- To provide the syllabi for the courses being offered.

The School District agrees to the following for both the Mathematics and English Language Arts college-preparatory courses:

- To identify students who are not college ready as stated in HB 5;
- To provide professional development and resources required to teach the Mathematics and English Language Arts college preparatory courses;
- To identify successful completion of the course(s) on the student transcripts as determined by the State of Texas PEIMS number;
- To deny students enrolled in these course exemptions from final exams; and,
- To provide assistance with college enrollment and financial aid applications.

The School District agrees to the following for the college preparatory mathematics course(s):

- To recommend to students who complete the final transition course in mathematics that they are ready to attempt an approved TSI test.

The School District agrees to the following for the college preparatory English Language Arts course:

- To recommend to students who have completed the final transition course in English Language Arts that they are ready to attempt an approved TSI test.

Governing Law and Venue. This MOU shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law's provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Galveston County, Texas.

Entire Agreement. This MOU and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the MOU and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this MOU.

Severability. In the event that any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Changes and Amendments. This MOU may be amended, modified, and/or supplemented only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this MOU.

Approved and executed by the Galveston Independent School District and signed by its Superintendent.

Mr. Matthew Neighbors, Superintendent

Date

Approved and executed by Galveston College and signed by its President.

Dr. W. Myles Shelton, President

Date

Action Sheet

MEETING DATE: August 2, 2023

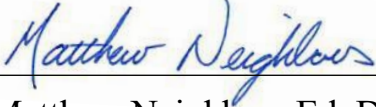
AGENDA ITEM: Discuss and Consider Approval of Agreement with Communities in Schools for Dropout Prevention Program


Galveston ISD wishes to continue its partnership with Communities in Schools of Galveston County (CISGC). CISGC is a school based, school day, case management dropout prevention program on the campuses of:

Ball High School (2 Site Coordinators)
AIM/DAEP
Central MS (2 Site Coordinators)
Austin MS
Weis MS
Crenshaw Combined PK-8
Burnet Elementary
Morgan Elementary
Rosenberg Elementary
Parker Elementary

The proposed agreement is for August 1, 2023, through July 31, 2024. The annual cost of this program is \$220,000 and will be paid with ESSER grant funds and general funds.

RECOMMENDATION: I move that the board approve the extension of the partnership agreement with Communities in Schools to provide a dropout prevention program for the 2023-24 school year for a cost of \$220,000, using ESSER grant funds and general funds, as presented.


Matthew Neighbors Ed. D.
Superintendent


Jeff Martello
Chief Financial Officer



This Partnership Agreement, by and between the Galveston Independent School District (hereinafter referred to as GISD), and Communities In Schools of Galveston County, Inc., (hereinafter referred to as CISGC), sets out to establish the relationships and responsibilities of both parties in the implementation of a CISGC school based, school day, case management dropout prevention program on the campuses of:

Ball High School (2 Site Coordinators)
AIM/DAEP
Central MS (2 Site Coordinators)
Austin MS
Weis MS
Crenshaw Combined PK-8
Burnet Elementary
Morgan Elementary
Rosenberg Elementary
Parker Elementary

Dr. Matthew Neighbors, Superintendent of GISD ratifies and affirms the provisions, relationships and responsibilities set out herein by the execution of this Agreement.

WHEREAS it is the intent of all parties hereto to bring CISGC resources onto campus settings to facilitate the academic and personal success of students who may be experiencing the effects of at-risk environments by providing the full range of CISGC services to those students; and

WHEREAS it is the intent of all parties hereto to maintain a cooperative, interactive, and supportive relationship among and between the parties for the benefit of students served.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties to this Service Delivery Agreement agree to the following:

A. All parties hereto mutually agree as follows:

1. The term of this Service Delivery Agreement shall be from August 1, 2023 through July 31, 2024, and, upon annual evaluation and recommendation by both parties, extended for one additional calendar year beginning the first day of August 2024. Either party for any reason may also cancel this Service Delivery Agreement thirty days after written notification is provided to the other party. The decision to continue or terminate this Service Delivery Agreement will be made on or before August 1, of each year of this contract.

2. CISGC will follow national, State, and local CIS policies and ethical standards for service provision under applicable Federal, State, and local laws and will, in cases where written GISD or campus policies concerning service delivery are more restrictive than CISGC policies, follow the written GISD or campus policy concerning student service delivery, except as otherwise herein noted or mutually agreed in writing.
3. CISGC maintains and retains case management files on all assigned GISD students. These files contain all relevant data requisite to the case and to program criteria. All GISD policies and procedures addressing student confidentiality will be strictly adhered to by CISGC staff. Case management files and/or information contained within such files will be exchanged among GISD and CISGC professional staff on an “as needed” basis.
4. The CISGC management and staff, and the school principals shall proceed in collaboration to ensure the successful operation of the CISGC program. Communication among these entities will be ongoing, including scheduled meetings to address case management and other programmatic issues.
5. CISGC, in consultation with the principals at each campus site, will develop a Campus Plan for each school year, which will be referenced in the campus improvement plan for respective GISD campus site. The CISGC Campus Plan will provide all parties with an outline of activities to be undertaken during the upcoming semester. GISD agrees to include CISGC in the campus improvement plan.

B. CISGC agrees to undertake the following:

1. CISGC will provide staff and resources to each mutually agreed upon school campus site, for the benefit of students. CISGC staff members and any volunteers or part time staff of CISGC will constitute a multi-disciplinary team in the provision of all CISGC services.
2. CISGC under its Total Quality and Standards Process and this Agreement, will provide to identified students a program of services which includes a) Mental/Behavioral Health Supports; b) Academic Enhancement Activities; c) Parental and Family Involvement Activities; d) Health Education and Social Service Referrals; e) Pre-Employment Skills Training and Career Awareness Activities; and f) Educational and Cultural Enrichment Opportunities. CISGC staff should not be engaged in other duties (administrative, clerical, or otherwise) that would normally be assigned to GISD employees, without the approval of the CISGC Executive Director.
3. All CISGC Site Coordinators will be hired by CISGC with the approval of the Campus Principal. All CISGC personnel assigned to school campus sites remain employees of CISGC and will receive direct supervision from the CISGC Program Director who is responsible for their performance and demeanor. However, all CISGC personnel are subject to the rules, regulations, and policies of the school site to which they are assigned. All grievances and disciplinary actions involving CISGC employees will be processed in accordance with policies set forth in the CISGC Board approved Personnel Policy manual and in compliance with GISD policies and procedures.

4. CISGC will provide management, administrative, logistical, and technical support to each Campus as warranted, ensuring the success of service delivery initiatives. The CISGC Site Coordinator, under the direction of the CISGC Program Director, Executive Director and the Board of Directors is responsible for oversight of CISGC Project activities.
5. CISGC will refer to the school Principal and to appropriate legal authorities, cases presented to its staff which involve the following issues: a) Violation of GISD's Student Code of Conduct; b) Suicide threats; c) Violent behavior; d) Child abuse; e) Sexual abuse or harassment. CISGC will assist in the resolution of any such case if requested to do so by the principal. CISGC will immediately notify the appropriate School Counselor of any student in crisis. Allow CIS, in the absence of written parental consent, but acting at the request and on behalf of the District/Campus, access to student information to provide services. This allows the local CIS program to provide crisis type services, at the request of a school official until a signed Parental Consent- Release of Information (PC-ROI) form is obtained.
6. CISGC agrees to reserve a position on the CISGC Board of Directors for the Superintendent of GISD or their designee.
7. CISGC agrees to indemnify and hold harmless GISD, its Board of Trustees and representatives of and from all claims, damages, and causes of action of any type whatsoever, including attorney fees, arising out of, or in any way connected to this contract. The parties agree that GISD will be entitled to recover attorney fees, pursuant to Local Government Code § 271.159.

C. GISD agrees to undertake the following:

1. GISD will assume primary responsibility for all student cases involving violation of GISD's Student Code of Conduct, suicide threats, violent behavior, child abuse, and sexual harassment. The CISGC staff will adhere to GISD's policy in addressing the above cases and will work in tandem with the school staff to address problems of the students.
2. In accordance with established policies of GISD and the Texas Education Agency, CISGC, serving as an agent of GISD, will have access to relevant student data campus-wide, including but not limited to free and reduced lunch lists and TEA at-risk lists, attendance lists, grades, state standard and benchmark test scores, as well as discipline and behavior information, which may impact or demonstrate the effectiveness of CISGC service delivery. Such information is necessary only to determine CIS eligibility and document funding requirements. This information will remain confidential for all purposes.
3. GISD will inform the CISGC Executive Director of all policy changes or development that may affect the provisions of this Agreement and/or the effectiveness of CISGC service delivery.
4. GISD agrees to provide on each CISGC-served school campus, Site Coordinator office space and access to a phone, to a dedicated computer, to copy and fax machines, sufficient to facilitate the efficient delivery of services to students.

5. In addition, GISD agrees to pay CISGC \$220,000 a year for the case management program of the Galveston ISD campuses. GISD agrees to provide payment to CISGC on or before October 1, 2023.

This Service Delivery Agreement constitutes the full and total understanding and agreement of said parties, and any modifications, amendment or alteration hereof must be agreed in writing by all parties hereto.

Executed this _____ day of _____, 2023.

Dr. Matthew Neighbors Superintendent GISD

Mr. Anthony Brown, President Board of Trustees GISD

Mrs. Joan Burns, Executive Director Communities In Schools of Galveston County

Action Sheet

MEETING DATE:

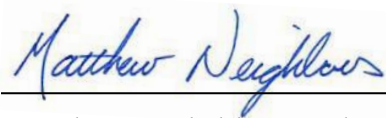
August 2, 2023

AGENDA ITEM:

Discuss and consider approval of the 2023-2024 Juvenile Justice Alternative Educational Program (JJAEP), Funding Parameters and Interlocal Cooperation Agreement and Memorandum of Understanding (MOU).

RECOMMENDATION:

I move that the Board of Trustees approve the 2023–2024 Juvenile Justice Alternative Educational Program (JJAEP), Funding Parameters and Interlocal Cooperation Agreement and Memorandum of Understanding (MOU).



Matthew Neighbors Ed. D.
Superintendent

COUNTY OF GALVESTON §

STATE OF TEXAS §

**INTERLOCAL COOPERATION AGREEMENT
AND MEMORANDUM OF UNDERSTANDING FOR
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM**

This Interlocal Cooperation Agreement and Memorandum of Understanding (MOU) is entered into by, between and among the COUNTY OF GALVESTON (County), the Galveston County Juvenile Board ("Board"), the Dickinson Independent School District, hereafter referred to as "DISD", Clear Creek Independent School District, Friendswood Independent School District, Galveston Independent School District, High Island Independent School District, Hitchcock Independent School District, Santa Fe Independent School District and Texas City Independent School District hereinafter collectively referred to as "Districts" and individually as "Participating District" are joined for purposes of establishing the respective responsibilities of the Board and the Districts to the other. Nothing herein shall create a direct contractual relationship between the Districts and DISD in its capacity as fiscal agent or provider of Juvenile Justice Alternative Education Program (JJAEP) services.

WHEREAS Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts to increase their efficiency and effectiveness by the consolidation of administrative functions of government;

WHEREAS, Texas Education Code, Chapter 37, requires the Board to establish a Juvenile Justice Alternative Education Program ("JJAEP") for Galveston County, based on its population;

WHEREAS, such a consolidated effort in the establishment and operation of a JJAEP, is beneficial to both the Board, DISD, and the Districts, as well as the general public; and

WHEREAS, the Board, DISD, and the Districts are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement, and have each entered into this Agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, the Board, DISD, and the Districts agree that the educational services of the JJAEP can be administered most efficiently at a centralized location within the geographic boundaries of Galveston County, and the Board desires to engage the DISD to serve as the provider of the educational component of the JJAEP, as permitted by Texas Education Code, Section 37.011(e); and

WHEREAS, the Board, DISD, and the Districts specify that each party paying for the performance of said administrative functions of government shall make those payments from revenues available;

NOW, THEREFORE, it is mutually agreed as follows:

I. OPERATING POLICY

- 1.01 The Galveston County Juvenile Justice Alternative Education Program (GCJJAEP) shall be subject to a memorandum of understanding developed by the Board in cooperation with the Participating Districts and submitted to the Texas Juvenile Justice Department (TJJD) for review and comment. 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. PURPOSE OF THE AGREEMENT

- 2.01 The purpose of this Agreement is for the establishment by the Board of a JJAEP approved by the Texas Juvenile Justice Department (“TJJD”) and operated by DISD, for the Participating Districts’ students as permitted by §37.011(e) of the Texas Education Code. This Agreement will serve to combine into one system the operational, programmatic and educational standards for the JJAEP required by Education Code, Section 37.011 and Title 37 of the Texas Administrative Code, Chapter 348. (37 TAC § 348). The JJAEP shall serve, and Galveston County shall be responsible for funding, only those placements of students expelled from Participating Districts on the basis of conduct for which expulsion is mandatory under Texas Education Code §§37.007(a), (d) and (e).

III. GOVERNANCE

- 3.01 The Governing Board of the GCJJAEP shall include:

Chairperson: The County Judge of Galveston County shall serve as Chairperson for the GCJJAEP Governing Board. The Chairperson shall be entitled to vote on any tie vote.

Members: (each with one vote)

1. Director of Juvenile Services for Galveston County (or designee);
2. Two (2) Juvenile Judges as named by the Juvenile Board;
3. One (1) designee of Dickinson ISD, the school district serving as Fiscal Agent;
4. One (1) designee of Galveston County Commissioners Court; and
5. Three (3) school district representatives of school districts in Galveston County (Superintendent or designee) as named by Galveston County Superintendent group.

- 3.02 Meetings. The Governing Board of the GCJJAEP shall meet on the basis of called meetings as deemed appropriate by the Galveston County Judge in order to monitor and adjust the program. Such meetings shall be held at least annually. A minimum of four (4) members shall be required to establish a quorum for such meetings.
- 3.03 Notice of Meetings. Written notice of the regular meetings of the Governing Board shall be mailed, emailed or delivered to each member not less than five (5) days prior to the date thereof. Written notice of any special meeting of the members shall be given to each member not less than 24 hours and as soon as reasonably possible prior to the date thereof. The notice shall state the place, date, and time of the meeting, who called the meeting, and the general purpose or purposes for which the meeting is called.
- 3.04 Duties. The activities of the Governing Board shall include, but not be limited to the following:
- a. To develop and recommend proposed written operating policies to the Galveston County Juvenile Board ("Board") for approval by the Texas Juvenile Justice Department (TJJD) pursuant to the Texas Education Code §37.011(g), to review the operations, policies, and procedures of the GCJJAEP and to make advisory recommendations to the "Board" regarding such operations, policies, and procedures including suggested changes or amendments thereto;
 - b. To assist in an advisory capacity in the development of the annual operating budget for the administrative expenses incurred by GCJJAEP;
 - c. To participate in an advisory capacity in the development of the annual operating budget for the GCJJAEP; to recommend the initial criteria for, and thereafter monitor the Participating Districts' billing and payment schedule for the GCJJAEP; and
 - d. To facilitate coordination with the Participating Districts to this Agreement on matters relating to the supervision, educational and rehabilitative services available for expelled students and students assigned to the GCJJAEP and the subsequent transition back into the school setting.

IV. DUTIES OF DISD

- 4.01 The Dickinson Independent School District ("DISD") is designated as the situs of the campus of the GCJJAEP and shall provide personnel and services necessary to operate, on the Board's behalf, a JJAEP approved by the Texas Juvenile Justice Department ("TJJD"), for the Districts' students as permitted by §37.011(e). GCJJAEP instructional staff members shall be employees of DISD and shall be subject to the personnel policies of the DISD ("JJAEP Services"). DISD shall also serve as the Fiscal Agent for the JJAEP upon receipt of funds for program operation.

- 4.02 As Fiscal Agent for educational purposes, Dickinson ISD shall administer the education program on a day-to-day basis in accordance with Dickinson ISD Board Policies, in consultation with policies promulgated and/or adopted by the governing board of the GCJJAEP. Where GCJJAEP Policies are silent, the educational program shall be administered according to policies and procedures otherwise in effect within Dickinson ISD.
- 4.03 As Fiscal Agent, Dickinson ISD shall prepare the program application and budget; shall disburse program funds applicable to instructional personnel; 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 administration and provision of education services.
- 4.04 DISD shall ensure that all DISD staff assigned to the GCJJAEP, including temporary, seasonal or substitute employees shall have orientation training prior to having contact with students. At a minimum this training, to be provided by the Galveston County Juvenile Justice Department ("GCJJD") without undue delay, shall include:
- A. safety and security procedures including, but not limited to, fire drills and the JJAEP's safety disaster plan;
 - B. child abuse reporting;
 - C. incident reports;
 - D. student code of conduct;
 - E. behavior management program;
 - F. transporting students, if applicable;
 - G. crisis intervention;
 - H. distribution of medication, if applicable;
 - I. sexual harassment;
 - J. physical restraint training, if applicable; and
 - K. requirements for providing services to students with disabilities.

- 4.05 To the extent that DISD schools are closed due to disaster, flood, extreme weather condition, public health emergency, or other calamity, DISD shall notify the Board, through the person(s) designated below, of emergency closures, and of any waiver(s) relating thereto filed by it on behalf of the GCJJAEP, and provide updates to Participant Districts on the status of any such waivers.

V. FINANCIAL OBLIGATIONS

- 5.01 The expenses of this program shall be covered pursuant to the Funding Parameters attached hereto as Exhibit "A" to this Agreement.
- 5.02 Nothing herein shall burden the Fiscal Agent, Galveston County, or any Participating District with the added expense necessary to address or accommodate any particular needs of special education students. The Fiscal Agent and the Participating District from which the student has been expelled 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 sending Participating District, which shall remain responsible for providing its students with a Free and Appropriate Public Education (FAPE) and which shall hold the Fiscal Agent harmless for the provision of 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 to facilitate convening IEP meetings.
- 5.03 Each Participating District shall assume and incur any and all fees and costs, to include attorney's fees in the defense of a special education due process hearing or response to a complaint filed with the State or U.S. Department of Education, or any other litigation filed on behalf of a student with a disability expelled to the GCJJAEP by that Participating District. It is agreed and understood that the Participating District from which a student has been expelled remains at all times responsible for the provision of FAPE to students suspected of or having been identified as students with disabilities for purposes of the IDEA and Section 504 of the Rehabilitation Act.
- 5.04 Nothing herein shall burden the Fiscal Agent or any Participating District with responsibility for underwriting or providing services or accommodating student placements beyond the scope of the program described in this Agreement. This program must be submitted to the TJJD for approval pursuant to Section 37.011 of the TEC, but should additional obligations be deemed required of the County and/or the Board for this program to fully qualify under the statute, the 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.

VI. BUDGETING

- 6.01 As Fiscal Agent, Dickinson ISD shall prepare a budget of operational costs for instructional personnel anticipated for full usage of the GCJJAEP during the coming year. Such budget shall include, without limitation, 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.
- 6.02 The Parties concur that regular education services will be delivered by five teachers employed by Dickinson ISD under agreements entitled: Agreement for Educational Services - Transforming Lives Cooperative Day Program 2023-2024; Agreement for Educational Services between Juvenile Board and DISD 2023-2024 School Year; JJAEP Interlocal Agreement and MOU 2023-2024 and, one assistant principal for the coordination of all education services. Total program instructional personnel costs consisting of salary and benefits for 1/2 of two Regular Education teachers, 1/3 of a Assistant Principal, 1/3 of a clerical aid, and 1/5 of a district program administrator shall be included in the educational services budget for the GCJJAEP. Student/teacher ratios are to be maintained between 8 to 1 and 15 to 1. The Parties agree that one or more regular education teacher(s) may be employed by Dickinson ISD at the request of the GCJJAEP and the Galveston County Commissioners Court in the event that GCJJAEP enrollment necessitates the addition of one or more certified full time teacher(s) with all associated cost borne by the County of Galveston. The financial responsibility of each Participating District with regard to funding personnel and related costs is set forth in Exhibit "A" to this Agreement.
- 6.03 The budget may be amended with concurrence of the Districts and the Galveston County Juvenile Board if program needs change during the year. Nothing herein nor in any juvenile court order shall require the Fiscal Agent or the Galveston County Juvenile Board to amend its budget involuntarily, nor to incur added expense without means of reimbursement.

VII. ACCOUNTABILITY/ATTENDANCE

- 7.01 For purposes of accountability under Chapter 39 of the TEC and the Foundation School Program, a student enrolled in the GCJJAEP shall be reported as if the student were enrolled at the student's campus of residence, in the student's regularly assigned education program, including a special education program, where applicable, in the Participating District of the student's residence. The Participating District of residence for each such student shall cooperate fully in making such reports and accepting such accountability. All PEIMS reporting requirements for the students placed in the GCJJAEP shall remain the responsibility of the Participating District in which the student resides. Students expelled for conduct resulting in a "mandatory" placement in the GCJJAEP shall be counted as "ineligible" for attendance counting purposes in the Participating District of residence.

- 7.02 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 Participating District of residence 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. In accordance with section 37.011(h) of the TEC, the students assigned to the GCJJAEP resulting from expulsion under Section 37.007(a), (d), or (e) of the TEC are funded through Galveston County TJJD and are ineligible for ADA accounting in the Participating District of residence.
- 7.03 Unexcused absences of GCJJAEP students subject to an Order of Juvenile Probation, who have been expelled by a Participating District on the basis of a mandatory offense as set forth in Chapter 37 of the Texas Education Code, will be handled through the Galveston County Juvenile Justice Department (Juvenile Justice Department). On the third consecutive day of unexcused absence from the GCJJAEP, the Juvenile Justice Department's Director of Juvenile Services (Director) or the Director's designee shall notify in writing the Participating District of student residence's Superintendent or designee of the student's absence from the program. In accordance with 37 Tex. Admin. Code Section 348.210(d)(3), a student on inactive status for 30 consecutive school days shall be withdrawn from the GCJJAEP immediately following expiration of the 30th consecutive school day, subject to any decision or action by the ARD committee should the student be identified as eligible for special education.
- 7.04 A student who has been erroneously assigned to the GCJJAEP because their expulsion meets "discretionary" expulsion qualifications, not "mandatory", as identified and set forth in Chapter 37 of the TEC, shall be reassigned to the sending district's alternative education program.
- 7.05 In the event a student assigned to the GCJJAEP is declared homeless (or in the process of being declared homeless) or is in the process of transferring to another school district, the student will remain the responsibility of the original Participating District until the registration/enrollment of the student in another district is completed.
- 7.06 A mandatory expulsion is one listed in TEC 37.007(a), (d), or (e), as amended.

VIII. COUNTY'S FINANCIAL OBLIGATIONS

- 8.01 The Galveston County Juvenile Board ("Board") and the County of Galveston shall provide:
- A. funding for the education component of all placements as detailed in this Agreement;
 - B. staffing of juvenile probation officers;
 - C. supervision officers and other staff, and training thereof;

- D. the physical plant necessary for the personal safety and security of all participants and providers of services; and
- E. for Galveston County resident students, any and all aspects of any residential component of the GCJJAEP.

IX. ADMINISTRATIVE RESPONSIBILITIES

- 9.01 Physical plant maintenance, utility expenses and facility standards to comply with the Americans with Disabilities Act relating to the Galveston County Juvenile Justice Center and associated facilities, shall be the responsibility of the County, not Dickinson ISD as the Fiscal Agent nor any other Participating District.
- 9.02 The County may request the removal of any instructional personnel staff member assigned to the GCJJAEP if the assigned staff member is no longer agreeable to the County because of performance, misconduct or other employment related concerns on the part of County Officials. The Director of Juvenile Services shall so notify the Superintendent of DISD and give the Superintendent in writing the specific reason(s) for the concerns. If upon review of the Director's expressed concerns the Superintendent agrees there are performance or other employment related issues, the Superintendent will timely counsel with the staff member and attempt to have those issues properly addressed within seven school days. If the staff member's performance or other employment related concerns are not corrected to the satisfaction of the County, the Director will again express the reasons for his/ her concern. The Director and the Superintendent will meet and discuss and attempt to reach a consensus on the matter. Instructional personnel shall remain at all times DISD employees and are subject to all DISD Board Policies, procedures and Operating Guidelines, including those governing the employment of said personnel.

X. LIABILITY/TERM

- 10.01 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.
- 10.02 The term of this Agreement shall be for the 2023-2024 school year according to the school calendar of Dickinson ISD.

XI. MEMORANDUM OF UNDERSTANDING

The GCJJAEP 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 agreed and understood that no court may order an expelled student to attend school as a condition of probation except by and through assignment to the Juvenile Justice Alternative Education Program; and the Parties hereby initiate the following operating policy guidelines:

The daily administration of all aspects of the GCJJAEP other than educational services including the GCJJAEP Code of Conduct, will be conducted by the Juvenile Justice Department under the direction of its Director or the Director's designee. The program will serve all eligible students from eligible Districts.

11.01 **ELIGIBLE STUDENT.** An eligible student is a student who is or was last enrolled in a Participating District located within Galveston County and who currently resides in a Galveston County school district. An exception for placement may be made pursuant to 37.010 (g) when the student’s parents have made a residence change into the district/county and court jurisdictional issues have been properly accommodated. The following students shall be eligible to attend the GCJJAEP:

1. Mandatory expelled students under TEC section 37.007 (a), (d), or (e).
2. Students who are under the jurisdiction of the Juvenile Court and are not expelled may be court ordered to receive educational services in the GCJJAEP. A copy of the Court Order shall be provided to the student's home district in order to satisfy Texas Education Agency requirements.
3. Students expelled under TEC section 37.007 (a), (d) or (e) who are eligible for attendance in any school within Clear Creek ISD but who are not residing in Galveston County, providing that Galveston County Juvenile authorities have agreed to serve the student who resides in Harris County.
4. Students expelled under TEC section 37.0081 (felony offense in Title 5, Penal Code; or the felony offense of aggravated robbery under Section 29.03 of the Texas Penal Code).
5. Students expelled under TEC section 37.309 (removal of registered sex offenders) provided space is available.

11.02 **ADMISSION PROCEDURES**. The Parties agree to comply with the following admission procedures:

- A. If placement is initiated by a Participating District's expulsion of a student, the Participating District shall notify the GCJJAEP Program Director or the Director's designee in advance of an expulsion hearing to allow the GCJJAEP and the Participating District to facilitate the student's transition into the GCJJAEP in the event the student is expelled.
- B. The Participating District in which the student is or was last enrolled shall provide to the Juvenile Justice Department and the Fiscal Agent, Dickinson ISD, a copy of the order of expulsion. Expulsion conducted pursuant to TEC section 37.0081 shall include a statement regarding the specific determinations required under Section 37.0081 (a) (1) and (2).
- C. Additionally, the Participating District in which the student is or was last enrolled shall provide to Dickinson ISD a copy the following:
 - expulsion letter signed by a Participating District official authorized to expel students, confirming that an expulsion hearing meeting the requirements of Chapter 37 of TEC has been afforded; and/or
 - a written waiver by the parent of the expulsion hearing (if used);
 - "Notification to Galveston County Juvenile Court" form;
 - copy of birth certificate or another document suitable as proof of the child's identity and date of birth;
 - documentation confirming social security number or state-issued PEIMS number, as applicable;
 - divorce decree or court orders showing custody;
 - restraining orders, other legal matters pertinent to school;
 - immunization and health records;
 - application for Free and Reduced Lunch Program or information on student's status;
 - attendance record;
 - disciplinary reports;
 - withdrawal/transfer grades in each subject;
 - current year's grade reports (progress reports, report cards);
 - Confidential Student Report for most recent state assessment scores (STAAR, EOC, TELPAS);
 - 504 paperwork and accommodation plan, if applicable;
 - Special Services paperwork, if applicable;
 - LPAC and other ESL/bilingual paperwork, if applicable; and
 - Transcript, and for high school students only – personal graduation plan.

- D. 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 or applicable court order. The Participating District shall provide required notice not later than the second business day after the date an expulsion 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. The Juvenile Courts of Galveston County shall consider appropriate proceedings under Title 3 of the Texas Family Code. As required by TEC Section 37.010 (a), an expelled student shall immediately attend the GCJJAEP from the date of expulsion.
- E. If the student is already under court supervision, the caseworker will recommend whether to amend the conditions of probation and it will be the Court's decision whether to implement any subsequent conditions of probation.
 - a. If conditions of probation are to be amended, the Assistant District Attorney shall prepare a Modification Order requiring the juvenile to participate in the GCJJAEP and the Student Code of Conduct. The Assistant District Attorney will request a court date as soon as practicable and the Court will be requested to consider the amendment of the Order.
 - b. If the juvenile was placed in detention due to the violation that resulted in expulsion, the caseworker may prepare conditions of release that would include an order requiring the juvenile to participate in the GCJJAEP and the Code of Conduct, subject to approval by the Juvenile Judge.
- F. If the student is not under prior court supervision, the Juvenile Justice Department, as designated by the Juvenile Court, shall determine if there is probable cause to believe the person engaged in delinquent conduct or conduct indicating a need for supervision. If a petition is filed, the Assistant District Attorney may include with the disposition order an order requiring the juvenile to participate in the GCJJAEP and the Code of Conduct for the Court's approval.
- G. Each Participating District will determine the length of time that each student will be enrolled at the JJAEP. Each Student will be assigned a program based on performance and behavior that includes earning points for expected behavior. Points will be earned on a daily basis and goals will be met prior to returning to the home campus, or until the length of expulsion has expired. A discharge report will be sent to the Participating District prior to a student being returned to that campus. Whenever possible, GCJJAEP will release the student at the end of the sending District's grading period. If the student's release date occurs during a week of state-mandated testing, the student must remain at GCJJAEP to complete the tests. No student shall be released during the last week of the Participating District's semester.

- H. Prior to the completion of the student's placement in the GCJJAEP, the program's probation officer will coordinate with the program administrator to contact the campus of record to initiate the student's transfer back to the student's home campus. The probation officer will assist in obtaining any information for the home campus and briefly monitor the student's progress upon the student's return.
- I. The probation officer will conduct an admission conference with the student and a parent or guardian to review all the GCJJAEP requirements and answer any questions on the first day of attendance.
- J. Juvenile Justice Department personnel will advise parent(s) or guardian(s) to schedule a physical examination for the student through the Juvenile Justice Department. The student may be admitted to the program prior to completion of the physical exam but will not participate in the physical training aspect of the program until exam results are received. Students with reduced activity ability will be placed on a modified physical training regimen. The form for the physical shall be as in Addendum 3 to this Agreement.
- K. Transportation of students attending the JJAEP will be the responsibility of the home school district or the student's parents at the sole discretion of the home school district. Neither the JJAEP, nor the Educational Fiscal Agent are responsible for transportation of students attending the JJAEP Program.
- L. As required under TEC 37.011(b)(4), GCJJAEP shall provide timely educational services in the GCJJAEP to all expelled students (including adult students 18 years of age or older) for which expulsion is required under Section 37.007(a), (d) or (e), regardless of the student's age or whether the juvenile court has jurisdiction over the student.

11.03 The GCJJAEP shall have its own Student Code of Conduct (Code of Conduct). The Texas Association of School Boards (TASB) model code of conduct shall be the basis for the Code of Conduct, with such modifications/additions, as the Governing Board deems appropriate. All modifications/additions shall be approved by the Governing Board.

Each District shall provide the Juvenile Justice Department with current copies of their respective Student Codes of Conduct. In the event a District amends its existing Student Code of Conduct, the District shall, within three days following action taken by the Board of Trustees of the District to approve the amendment, provide a copy of the Student Code of Conduct as amended to the Juvenile Justice Department. Each District's Student Code of Conduct shall be available for public inspection at the referring school at all times that the school is open. Additionally, each District's Student Code of Conduct shall be available for public inspection at the Juvenile Justice Department at all times that the Jerry J. Esmond Juvenile Justice Center is open.

11.04 Each student shall be provided an educational progress/ facilitation plan. GCJJAEP educational staff and administration shall review the student’s academic progress at regular intervals through the issuance of progress reports and report cards. In the case of a high school student, the GCJJAEP administrator of the education component, with the students parent or guardian, shall review the student’s progress towards meeting high school graduation requirements and shall establish a specific graduation plan for the student. FAPE remains the responsibility of the sending school district. DISD will confer with the sending school district, as necessary, to share data and consult with the LEA to enable sending districts to meet federal requirements.

Responsibility for the administration of all educational testing rests with the educational component administrator and the student’s home campus as outlined by the TEA Division of Testing and Accountability and Texas Administrative Code section 348.208(d)(4). Responsibility for any other type of assessment and identification of educational status and need rest with the sending District. Responsibility for the timely submission of pre and post-testing as required by TJJD rest with Galveston County.

Identified special education students shall be provided required services (as set forth in their IEP) with the sending District bearing any additional cost that is over and above the regular cost of program services for all participants. Administration of any and all related services and speech therapy is the responsibility of the sending Participating District, which also assumes responsibility for the provision of FAPE. Administration of the services for Limited English Proficiency (LEP) students is the responsibility of the sending Participating District.

11.05 The Parties agree that the (1) Order requiring student participation in the JJAEP program, and (2) the Student Code of Conduct of the sending District shall be incorporated into each student’s case file prior to admission. The Parties further agree that no student shall be exempted from any requirement set forth in those documents unless specifically modified by a special education IEP committee document or section 504 Accommodation Plan. The Student Code of Conduct sets forth staff expectations of students and proper disciplinary actions for violations of that Code.

11.06 **PLACEMENT OF STUDENTS WITH DISABILITIES.**

- A. The placement into the JJAEP of a student with a disability who receives special education services must be made in compliance with the Individuals with Disabilities Education Act (IDEA)(20 U.S.C. Section 1400 et seq.), the IDEA’s implementing federal regulations, and state law and regulations regarding the discipline of students with disabilities.
- B. A Participating District may expel a student who has been identified as an eligible student with a disability under the Individuals with Disabilities Education Act (IDEA) or a qualified student under Section 504 of the Rehabilitation Act of 1973 (504) only after (1) a duly constituted Admission Review and Dismissal (ARD) or 504 committee

determines that the alleged misconduct is not a manifestation of the student's disability/ies, and (2) the Participating District has complied with all other requirements as set forth in state and federal law regarding the discipline of students generally and the discipline of students with disabilities, specifically, including but not limited to the ARD or 504 committee determining what services, if any, are required to provide the student with a free, appropriate public education in the GCJJAEP as defined by law.

- C. The Participating District from which the special education student was expelled, whether for mandatory or permissive expulsion under Chapter 37 of the Texas Education Code, shall provide the administrator of the GCJJAEP or the administrator's designee with advance written notice a reasonable time prior to the meeting of a student's ARD or Section 504 committee to discuss the student's expulsion. A representative of the GCJJAEP may, at the election of the GCJJAEP and/or its Fiscal Agent if different from the GCJJAEP, participate in the meeting as a non-consensus member to the extent that the meeting relates to the student's placement in the GCJJAEP.
- D. The referring Participating District in which a student resides shall maintain the full responsibility to provide special education services, including related services, to eligible students under the Individuals with Disabilities Education Act. The GCJJAEP shall be responsible for any services required to comply with the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. The cost of any special education services provided to students by GCJJAEP shall be borne by the referring Participating District with the responsibility to provide the services. The Participating District may make such services available in conjunction with the GCJJAEP or at a separate time and location, at the discretion of the referring, Participating District. If the referring Participating District elects to make special education services available to the student in conjunction with the time the Student is at the GCJJAEP, the referring Participating District shall cooperate with the GCJJAEP to minimize disruption of the JJAEP.
- E. GCJJAEP teachers employed by the Fiscal Agent will issue progress reports for all students at the mid-point of each grading period. Required progress monitoring and reporting on any IDEA eligible student's IEP shall be the responsibility of the referring Participating District for that student, in consultation with the GCJJAEP teacher.

11.07 **SUSPECTED DISABILITY.** If a student assigned to the GCJJAEP is suspected of having a disability for which the student would be eligible for services under the IDEA, the GCJJAEP Administrator or Administrator's designee, will inform the sending Participating District of such suspicion immediately, and the Participating District's Child Find procedure will be initiated to resolve whether a special education referral and evaluation is warranted. Similarly, if a student assigned to the GCJJAEP is suspected of having a physical or mental impairment that substantially limits a major life activity, the GCJJAEP Administrator or

Administrator's designee will inform the sending Participating District of such suspicion immediately for decision on any further required evaluation or action. The sending Participating District remains solely responsible for all required Notices, Assurances, and any other Procedural Safeguards to which the student and his/her parents are entitled. However, GCJJAEP staff will assist with contributing to the necessary referral documents if requested.

- 11.08 **BACKGROUND CHECKS.** Any staff member assigned to or providing services on-site at the GCJJAEP who will or may have direct contact with students shall submit to a criminal history record check and fingerprinting in accordance with 37 Tex. Admin. Code Section 348.106(d). Employment by the GCJJAEP or the right to provide direct services on the campus of the GCJJAEP is expressly contingent upon the completion and return of acceptable results of criminal history checks.
- 11.09 **IMMUNITY.** Nothing herein shall waive or reduce the sovereign immunity of the parties hereto, or broaden the limited waiver of immunity provided by the Texas Tort Claims Act and the Texas Education Code, § 37.011(o).
- 11.10 **SUPPLEMENTARY PROGRAM FUNDING.** Each Participating District hereby agrees to allow the Fiscal Agent to submit a grant application for eligible JJAEP funds from the State and to reasonably cooperate in submission of such application. Any such funds received from the State shall be utilized to offset educational expenses of County and Participating Districts, including the Fiscal Agent, and any remaining funds may be used for expansion and improvement of the GCJJAEP.
- 11.11 **INSPECTION OF RECORDS.** Upon request, all public records of DISD as the Fiscal Agent that are created and maintained pursuant to the Fiscal Agent's satisfaction of its obligations under this Agreement shall be made available for inspection at any time mutually convenient to the Fiscal Agent and the requesting party, subject to the requirements of the Family Educational and Privacy Rights Act, 20 U.S.C.A. § 1232g and V.T.C.A., Government Code Chapter 552, Public Information Act. Any cost of such inspection or copying shall be borne by the party requesting said records.
- 11.12 **EQUAL EMPLOYMENT POLICIES.** DISD as the Fiscal Agent affirms that it is an equal opportunity employer and does not discriminate on basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services, programs or activities.
- 11.13 **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and shall take the place of any prior understandings, written or oral agreements. This Agreement consists of both an Interlocal Cooperation Agreement and Memorandum of Understanding for Juvenile Justice Alternative Education Program, along with a statement of Funding Parameters attached hereto as Exhibit "A".

11.14 **SEVERABILITY**. If any part of this Agreement is held to be illegal, such part shall be deemed severable and the remaining parts shall nevertheless be binding.

11.15 **TERM and EFFECTIVE DATE**. This Agreement is effective August 1, 2023, and shall remain in effect through July 31, 2024. The Parties shall use their best efforts to execute a renewal of the memorandum prior to August 1, 2024. In the absence of a revision, this Agreement 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.

[Remainder of page intentionally left blank]

This Agreement is hereby **EXECUTED IN MULTIPLE ORIGINALS (10)**, as authorized by the County of Galveston by action of the Commissioners Court on the _____ day of _____, 2023, by action of the Dickinson Independent School District Board of Trustees on the _____ day of _____, 2023, and by each of the other Participating Member Districts by action on dates as indicated below, to be effective the 1st day of August, 2023.

GALVESTON COUNTY COMMISSIONERS COURT

By: _____

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

By: _____

GALVESTON COUNTY JUVENILE BOARD

Date of Juvenile Board Authorization:

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: _____

EXHIBIT "A"

**GALVESTON COUNTY
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
(GCJJAEP)**

FUNDING PARAMETERS

FUNDING:

1. For the 2023-2024 school year, the Galveston County Juvenile Justice Center will educate students residing in Participating Districts located within Galveston County who are expelled due to a mandatory expulsion or student placement pursuant to Texas Education Code (TEC) 37.0081(g) and TEC 37.309(b). Mandatory expulsions are defined as those expulsions for offenses described in Section 37.007 (a), (d), or (e) of the TEC, funded by the allocation to Galveston County from the State through the Texas Juvenile Justice Department (TJJD) for that purpose. The entire cost of educating students identified as having committed an offense specifically set forth in Section 37.007 (a), (d), or (e) of the TEC shall be solely borne by Galveston County. It is further agreed and understood that expelled students covered by this paragraph are ineligible to be counted, for purposes of student attendance accounting and corresponding funding, by their Participating District of residence.
2. The entire cost of educating students identified as having committed an offense specifically set forth in Sections 37.0081(g) and TEC 37.309(b)(1) of the TEC, or other discretionary placements, shall be solely borne by the Participating District of residence for such students.

Additional Considerations

1. Average Daily Attendance (ADA) or other funding allotment, if any, that the Fiscal Agent District receives for a student placed at the GCJJAEP by any Participating District may be deducted, at the sole discretion of the Fiscal Agent, from the overall cost in determining net cost to the County.
2. Grant funds awarded to any Participating District, which in the determination of the Participating District to which the grant is awarded can be applied to lower costs for services provided to a student placed at the GCJJAEP, shall be applied to reduce net cost to the County for that student's placement in the GCJJAEP.
3. Galveston County shall be solely responsible for payment of all wages and any other costs related to the employment of Galveston County Juvenile Justice Department personnel. Galveston County further shall provide the physical plant, breakfast and lunch for all students,

and for costs incurred by the GCJJAEP for any non-educational matter not otherwise specified in this Agreement.

4. Galveston County shall pay Fiscal Agent District, identified herein as Dickinson ISD, fifty percent (50%) of all annual projected operating costs as a fixed-rate cost based on the proposed number of personnel identified by the Fiscal Agent for implementation of the GCJJAEP program for the Fiscal Year. All personnel are and shall be employees of the Fiscal Agent, currently Dickinson Independent School District (DISD), and are subject to the Board Policies and employment expectations of the Fiscal Agent District. Annual operating costs are defined as those costs associated with the hiring, retention, maintenance, salary and provision of benefits to employees identified in this paragraph and shall be paid by the County on the following schedule:

On or after September 1, but not later than October 1 of each year for which this Agreement remains in force:

- 1/2 of annual operating costs for two teachers appropriately certified to provide instruction in the State of Texas for the area and grade levels assigned;
- 1/3 of annual operating costs for one assistant principal;
- 1/3 of annual operating costs for one clerical aid, 1/5 of annual operating costs for one program administrator appropriately certified in the State of Texas to oversee and manage the GCJJAEP program; and
- Any other annual operating costs incurred by Dickinson ISD as Fiscal Agent for one or more additional teacher(s) certified to provide instruction in the State of Texas for the area and grade levels assigned upon the request of the GCJJAEP and Galveston County Commissioners Court pursuant to paragraph 6.02 of this Agreement.

Thereafter, the balance of all annual operating costs up to the 50% cap owed shall be paid by Galveston County to Fiscal Agent District. The balance shall be determined on the basis of actual operating costs for the Fiscal Year, less any reimbursement grants, ADA or other proceeds received for the operation of the GCJJAEP to reimburse for such costs, as determined by the Fiscal Agent and invoiced in June of the same Fiscal Year to the County by the Fiscal Agent District.

5. Galveston County (County) has budgeted from its general budget fund certain amounts for paper and copies, arts and crafts, and materials and supplies for each program. Instructional personnel shall comply with County's procurement procedures for the acquisition of instructional materials using the fund budgeted by the County. Fiscal Agent Dickinson ISD may supplement those funds for materials and supplies, at its discretion, but will not be reimbursed by the County for supplemental expenses, if any, without express approval by the County.

6. The T1 data circuit as provided by the County through Southwestern Bell or other service provider at the juvenile facility will be billed to and paid by the County.

7. If a student has been court-ordered to attend the GCJJAEP, the County shall be responsible for funding such placements contingent upon (1) confirmation that the placement is pursuant to the mandatory expulsion provisions under Chapter 37 of the Texas Education Code, and (2) the student has in fact been expelled by the Participating District.

8. Galveston County shall be responsible for (1) compensation and other costs associated with the employment of Galveston County Juvenile Justice personnel assigned to work or to provide services on site at the GCJJAEP, (2) provision and maintenance of the physical plant in which the GCJJAEP is located, (3) provision of breakfast and lunch meeting all USDA Nutritional Requirements applicable to public school districts to all students assigned to GCJJAEP by a Participating District, and (4) ancillary matters in support of the operation of the GCJJAEP program for assigned students assumed as reasonable costs.

9. The GCJJAEP will provide services to students expelled to the GCJJAEP pursuant to (1) TEC section 37.0081 (Students found by the Participating District referring the student to have committed a felony offense identified under Title 5 of the Texas Penal Code), and (2) students expelled to the GCJJAEP pursuant to TEC section 37.309 (placement of registered sex offenders), provided space is available as determined by the GCJJAEP. Participating Districts shall reimburse Galveston County for the provision of services provided under this Agreement, and pursuant to 37.0081(g), the total reimbursement to the County by all Participating Districts shall not exceed actual costs incurred each instructional day per student during that period that the student is assigned to the GCJJAEP. It is agreed and understood that each Participating District shall be obligated to reimburse Galveston County in an amount proportionate to the number of students expelled from that Participating District pursuant to TEC 37.007(a), (d), (e), TEC 37.0081 and TEC 37.309(b). Each Participating District will be invoiced their respective cost amount in October of each year, which shall be reimbursed back to the County not later than August 19, 2022.

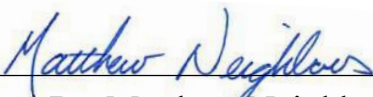
Action Sheet

MEETING DATE: August 2, 2023

AGENDA ITEM: Discuss and consider the Interlocal Agreement and Memorandum of Understanding for the Coastal Alternative Program (CAP) for the 2023-2024 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. Expense will be from the General Fund.

RECOMMENDATION: I move that the Board of Trustees approve the Interlocal Agreement and Memorandum of Understanding for the Coastal Alternative Program (CAP) for the 2023-2024 school year.



Dr. Matthew Neighbors
Superintendent



Jeff Martello
Chief Financial Officer

GALVESTON COUNTY TEXAS

COASTAL ALTERNATIVE PROGRAM (CAP)

FUNDING PARAMETERS

INTERLOCAL AGREEMENT AND

MEMORANDUM OF UNDERSTANDING

2023-2024
School Year

FUNDING PARAMETERS

FUNDING:

For the 2023-2024 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 2023-2023 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, 2023. Calculations on percentage of District ADA will be from the June 2023 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 2023-2024 school year). This shall be invoiced based on final calculations of percentage of each District's ADA as per the June 2023 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 2023-2024 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 2023-2024 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. ADMINISTRATIVE 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 2023-2024 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, 2023 through August 31, 2024. The Parties shall use their best efforts to execute a renewal of the memorandum prior to August 1, 2024. 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 _____, 2023; the County of Galveston by action of Commissioners' Court on the _____ day of _____, 2023 and by each of the participating school districts by action on dates as indicated below, to be effective the 1st day of August, 2023.

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: _____

Action Sheet

MEETING DATE: August 2, 2023

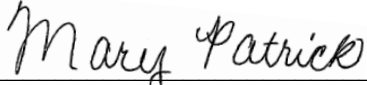
AGENDA ITEM: Discuss and consider approval of the Interagency Agreement between Upward Hope Academy and GISD to provide educational services to students in a Drop-Out Prevention/Recovery Program.

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.

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.


Dr. Matthew Neighbors, 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:

- **TERM**

Subject to earlier termination as hereinafter provided, the term of this Agreement shall be for the period of August 1, 2023 (the “Effective Date”), through July 31, 2024 (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.

- **OBLIGATIONS AND REQUIREMENTS**

- **Obligations and Requirements of the District.** The District hereby agrees to be solely responsible for the following items:

- 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.
- 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.
- 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.

- **Obligations and Requirements of Upward Hope Academy.** Upward Hope Academy hereby agrees to provide the District with the following items:

- 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 dropouts, encouraging them to enroll in a GED preparation program and providing direct instruction in needed academic areas.

- **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 are not limited to providing academic tutorials and assistance in involving students in extra-curricular activities.

- **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.

- **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.

- **Facility.** Upward Hope Academy shall provide all services under the Agreement in its facility.

- **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.

- **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 the 12 month 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.

- **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.

- **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.

- **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.

- **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, LIABILITIES, 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 CLAIM OR CAUSE OF ACTION AGAINST THE DISTRICT FOR WHICH IT IS NOT OTHERWISE LIABLE, NOR TO WAIVE ANY IMMUNITY OR DEFENSE TO WHICH THE DISTRICT MAY BE ENTITLED, NOR TO CREATE AN IMPERMISSIBLE DEFICIENCY DEBT OF THE DISTRICT.

- **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.

- **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.

- **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. Matthew Neighbors
Superintendent
P.O. Box 660
Galveston, Texas 77553

Upward Hope Academy
Attention: Dr. Chris Frederickson
Headmaster-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.

- **MISCELLANEOUS**

- **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.

- **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 its 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.

- **Amendment.** This Agreement may be amended only by the mutual written Agreement of both Parties, to be attached to and incorporated into this Agreement.

- **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.

• **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 avoid, voidable or unenforceable in any respect, then the remaining portions of this Agreement shall remain in full force and effect.

• **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 any inclusion by reference shall be construed as being for the benefit of any Party not in signatory

• **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.

• **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 second day of August of the year 2023 (the "Effective Date").

Galveston ISD

Upward Hope Academy

 6/16/2023

Superintendent, Dr. Matthew Neighbors

Headmaster- & Board Chair

Upward Hope Academy

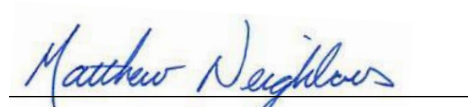
Action Sheet

MEETING DATE: August 2, 2023

AGENDA ITEM: Discuss and Consider Approval of the SHAC Committee Wellness Plan and Wellness Policy Triennial Assessment

GISD is required by the Texas Education Agency and Texas Department of Agriculture to maintain a School Health Advisory Council. The School Health Advisory Council (SHAC) is the committee that the board of trustees of each school district must appoint to assist the district in ensuring that local community values are reflected in the district's health education instruction. The SHAC is responsible for making policy recommendations to the board on a wide variety of issues regarding student health in district programming and curriculum. One of the tasks of the SHAC Committee is to maintain an updated Wellness Plan and Wellness Policy Triennial Assessment. Attached are the noted documents that GISD leadership is seeking adoption for following the collaboration of members of the SHAC Committee.

RECOMMENDATION: I move that the board approve the SHAC Committee's recommended Wellness Plan and Wellness Policy Triennial Assessment as presented.



Matthew Neighbors Ed. D.
Superintendent



Jeff Martello
Chief Financial Officer

Wellness Plan Goals and Objectives

#	Nutrition Guidelines	
	Goal 1	The district shall ensure that there is no excessive advertisement of foods of minimal nutritional value (FMNV) during the school day in competition with school meals.
1	<i>Obj. 1</i>	<i>Each campus will report an exempted six fundraising opportunities to Galveston's Child Nutrition Administrators. All other Fundraising through sales of foods and beverages that could be consumed during the school day shall meet requirements for competitive foods.</i>
	Goal 2	The district food service staff should promote healthy nutrition messages in the cafeteria, classroom, and appropriate places.
2	<i>Obj. 1</i>	<i>Each campus will provide a link on their school page to the Galveston ISD Nutrition Services website in order to promote meal availability/participation as well as general nutrition information for children and families.</i>
	Goal 3	The district serves reimbursable meals that meet the required USDA standards.
3	<i>Obj. 1</i>	<i>Meals marketed and served for reimbursement shall be planned and closely monitored to meet USDA and TDA guidelines.</i>
	Nutrition Education	
	Goal 1	The district shall make nutrition education accessible to families and the general public to promote healthy nutrition choices and habits.
4	<i>Obj. 1</i>	<i>Each campus will provide an easily accessible link to the Galveston ISD's Child Nutrition website to promote healthy nutrition choices and positively influence the health of students.</i>
5	<i>Obj. 2</i>	<i>The district will provide interactive and informative student menus with nutrient detail on Galveston ISD's website to promote healthier choices through school meals.</i>
	Goal 2	The district shall integrate nutrition education in other areas of the curriculum, as appropriate.
6	<i>Obj. 1</i>	<i>Physical Education teachers will support the Coordinated School Health Nutrition Lessons by including at least 1 activity per 9 weeks that supports the overall nutrition/wellness goal on K-8 campuses.</i>
7	<i>Obj. 2</i>	<i>Campuses will provide access to water for students outside of mealtimes.</i>
	Goal 3	The district shall present nutrition education in participatory activities such as but not limited to promotions, taste testing, and school gardens.
8	<i>Obj. 1</i>	<i>Students participate in the National School Breakfast and Lunch programs where SFA encourages healthy food promotions, taste testing followed by nutrition education, and working in conjunction with the young gardeners program to provide exposure to healthy habits.</i>
	Goal 4	The district shall provide professional development so that staff delivering nutrition education are trained and can offer an effective program.
9	<i>Obj. 1</i>	<i>The administration will provide nutrition training to staff through the district training.</i>
	Physical Activity	
	Goal 1	The district shall provide a safe environment to support developmentally appropriate physical activities for all students. Including participation in regular period of active free play (recess).
9	<i>Obj. 1</i>	<i>The following district recess guidelines are recommended for elementary K-4.</i> <i>1. Galveston ISD elementary schools will develop schedules that provide at least 20-30 minutes of supervised recess time each day. Recess should not replace physical education.</i>

Wellness Plan Goals and Objectives

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Wellness Plan Goals and Objectives

		<p><i>Recess should be unstructured playtime where children have choices, develop rules for play, and release energy and stress.</i></p> <ol style="list-style-type: none"> <i>2. Proper supervision of students and appropriate equipment will be provided by the campus to ensure the safety of all students. Campuses should provide one training per year to go over recess rules and expectations for teachers and students and proper use of equipment.</i> <i>3. Recess should not be viewed as a reward, but a necessary educational support component for all children. Taking away recess time as a punitive measure, as a behavior management tool or for tutoring or other competing activities should be avoided.</i> <p><i>Recess or other forms of unstructured physical activity are encouraged at middle, intermediate and high school campuses.</i></p>
10	Obj. 2	<i>Campuses will collaborate with Galveston ISD police department to report unsafe conditions for students who walk/bike to school.</i>
	Goal 2	Time allotted for physical activity will be in accordance with research and state standards.
11	Obj. 1	<i>Campus leadership teams will ensure students enrolled in PE or equivalent PE class meet the state mandated credit and time requirements.</i>
	Goal 3	The district shall provide appropriate before-school and after-school programs and encourage student participation.
12	Obj. 1	<i>Students shall be given multiple opportunities for physical activity through a range of before- and/or after-school programs including, but not limited to, intramurals, interscholastic athletics, and physical activity clubs.</i>
13	Obj. 2	<i>Schools will partner with community organizations to sponsor/promote health, wellness and physical activity.</i>
	Goal 4	Schools will implement physical activities from the CATCH curriculum for students Kindergarten through grade 8.
14	Obj. 1	<i>Campuses will make available CATCH curriculum materials for students.</i>
	Goal 5	Schools will encourage parents to support their children's participation in physical activity, to be active role models, and to include physical activity in family events.
15	Obj. 1	<i>Campuses will offer fitness activities at 4+ family events per year.</i>
	Goal 6	The district shall make appropriate training activities to district employees to promote enjoyable, lifelong physical activity and wellness.
16	Obj. 1	<i>The district will promote employee wellness district challenges.</i>
School Based Activities		
	Goal 1	The district shall ensure that adequate time is allotted for students to enjoy healthy meals in the school's clean, safe, and comfortable cafeteria.
17	Obj. 1	<i>All campuses will schedule 30 minutes daily for lunch and make every effort to allow 20 minutes to eat lunch, from the time a student receives his or her meal and is seated.</i>
18	Obj. 2	<i>100% of cafeterias will maintain HACCP logs at all times.</i>
19	Obj. 3	<i>Schools are encouraged to implement alternative serving styles in addition to traditional breakfast service in order to increase students' access to a healthy breakfast. For example, breakfast in the classroom or grab and go carts that are located in areas where students gather before school other than the cafeteria.</i>
	Goal 2	The district shall promote wellness for students and families at suitable campus activities.
20	Obj. 1	<i>Schools will provide a healthy option when food/drinks are provided before or after the school day.</i>

Wellness Plan Goals and Objectives

	Goal 3	The district shall promote wellness activities and involvement for employees at suitable district and campus activities.
21	<i>Obj. 1</i>	<i>The district will provide information about health services offered throughout the community to staff.</i>

Wellness Policy Mission Statement:

Galveston ISD shall encourage and support student health through eating, nutrition education, physical activity, and other school-based activities. The district shall promote nutritional USDA guidelines and implement wellness goals in consultation with the local School Health Advisory Council and involvement from the student body, Child Nutrition, school administration, the board, parents, and the public.

Needs Improvement - No plan/evidence that the indicator listed is present or followed; School does not meet state requirements for the indicator listed.

Acceptable-A minimal plan/minimal evidence that the indicator listed is present or followed; School meets the minimum state requirements for indicator listed.

Exceptional - The plan/evidence exceeds the indicator listed. The school goes beyond the minimum state requirements for the indicator listed.

Component 1: Nutrition Guidelines				
Person Responsible: Child Nutrition Director				
Goals	Exceptional	Acceptable	Needs Improvement	Measure of Success
A. The district shall ensure that there is no excessive advertisement of foods of minimal nutritional value (FMNV) during the school day in competition with school meals.	✓			The Child Nutrition Department keeps records of all a la carte sales and all meet USDA Smart Snack Regulations. Other fundraisers may not exceed six days per school year and must be reported to GISD's Child Nutrition Director.
B. The district food service staff should promote healthy nutrition messages in the cafeteria, classroom, and appropriate places.	✓			The cafeterias are decorated to promote healthy foods such as fruits and vegetables and food service staff offers a variety of foods daily. To encourage student participation taste testing with nutrition education is done routinely to help plan healthy menus across all campuses.
C. The district serves reimbursable meals that meet the required USDA standards.	✓			Menus are planned by the child nutrition department to meet USDA guidelines. Nutrition information is made available to our customers via the district website through interactive menus.

Component 2: Nutrition Education				
Person Responsible: Child Nutrition Director				
Goals	Exceptional	Acceptable	Needs Improvement	Measure of Success
A. The district shall make nutrition education accessible to families and the general public to promote healthy nutrition choices and habits.	✓			Nutrition information is made available to our customers via the district website through interactive menus. The child nutrition displays healthy eating messages and information to promote healthy choices.
B. The district shall integrate nutrition education in other areas of the curriculum, as appropriate.		✓		CATCH curriculum is used to teach nutrition education.
C. The district shall present nutrition education in participatory activities such as but not limited to promotions, taste testing, and school gardens.		✓		Child nutrition promotes and introduces innovative healthy choices to promote student participation in school meals through taste testing and school gardens. One a month vegetable from the school gardens is cooked at the elementary level by foodservice staff to introduce kid friendly ways to eat vegetables. Students are taught about the vegetables they are eating from the garden process to the time of consumption.
D. The district shall provide professional development so that staff delivering nutrition education are trained and can offer an effective program.	✓			All food service staff, PE and health teachers participate in appropriate training and are recorded in professional development standards.

Component 3: Physical Activity				
Person Responsible: PE & Health Coordinator				
Goals	Exceptional	Acceptable	Needs Improvement	Measure of Success
A. The district shall provide a safe environment to support developmentally appropriate physical activities for all students. Including participation in regular period of active free play (recess).		✓		The district offers 20-30 minutes of recess. Recess is unstructured playtime that is not used to replace any form of physical education. Campuses provide proper supervision and equipment that ensures the safety of all students.
B. Time allotted for physical activity will be in accordance with research and state standards.	✓			Students enrolled in a PE or PE equivalent class meet the state mandated credit and time requirements.
C. The district shall provide appropriate before-school and after-school programs and encourage student participation.	✓			Schools give students a range of physical activity opportunities before and after school through physical activity clubs, athletics, and intramural sports. 227
D. Schools will implement physical activities from the CATCH curriculum for students Kindergarten through grade 8.		✓		The CATCH curriculum is implemented by k-8 PE teachers.
E. Schools will encourage parents to support their children's participation in physical activity, to be active role models, and to include physical activity in family events.		✓		The district offers family events that engages families in physical activities such as community fun runs.
F. The district shall make appropriate training activities to district employees to promote enjoyable, lifelong physical activity and wellness.		✓		The district encourages staff wellness through staff challenges shared district wide.

Component 4: Other School Based Activities Person Responsible: PE & Health Coordinator				
Goals	Exceptional	Acceptable	Needs Improvement	Measure of Success
A. The district shall ensure that adequate time is allotted for students to enjoy healthy meals in the school's clean, safe, and comfortable cafeteria.	✓			All lunch periods are 30minutes long and HACP logs are kept up to date by foodservice staff.
B. The district shall promote wellness for students and families at suitable campus activities.	✓			Child Nutrition offers the supper program at schools participating in afterschool activities and clubs. All meals offered in the supper program meet USDA guidelines.
C. The district shall promote wellness activities and involvement for employees at suitable district and campus activities.		✓		The district provides information about self-care and wellness opportunities in the community.

Approved June 14, 2023

Jennifer Douglas, Director of Child Nutrition

Mary Patrick, Executive Director of Special Programs

Arlene Saldana, Child Nutrition Supervisor

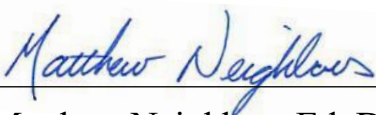
Action Sheet

MEETING DATE: August 2, 2023

AGENDA ITEM: DISCUSS AND CONSIDER APPROVAL OF AGREEMENT FOR THE PURCHASE OF ATTENDANCE CREDIT, DELEGATING CONTRACTUAL AUTHORITY TO THE SUPERINTENDENT FOR THE PURPOSE OF OBLIGATING THE SCHOOL DISTRICT UNDER TEC, 11.1511(C)(4), SOLEY FOR THE PURPOSE OF OBLIGATING THE DISTRICT UNDER CHAPTER 49, SUBCHAPTERS A AND D AND THE RULES ADOPTED BY THE COMMISSIONER OF EDUCATION AS AUTHORIZED UNTEDR TEC, 49.006 RELATED TO EXCESS LOCAL REVENUE

The purpose of this agreement is to enable the district to reduce its local revenue level to a level not to exceed the level established under TEC, §48.257 for the school year. The local revenue level in excess of entitlement will be based on the commissioner's estimate of the cost of credit as determined under TEC, §49.153, using the district's projected maintenance and operations tax revenue that exceeds the level established under TEC, §48.257. A district that is subject to the reduction in excess local revenue agrees to offset its obligations against state aid in accordance with the provisions specified in the TEC, §48.257(c). Delegating contractual authority to the superintendent is a first step in this process that has an annual deadline of January 15.

RECOMMENDATION: I move that the GISD Board of Trustees, approve the Agreement for the Purchase of Attendance Credit delegating contractual authority to obligate the school district under Texas Education Code (TEC) §11.1511(c)(4) to the superintendent, solely for the purpose of obligating the district under TEC, §48.257 and TEC, Chapter 49, Subchapters A and D, and the rules adopted by the commissioner of education as authorized under TEC, 49.006 for the 2023-2024 school year.



Matthew Neighbors Ed. D.
Superintendent



Jeff Martello
Chief Financial Officer

Agreement for the Purchase of Attendance Credit

This agreement is entered into pursuant to the Texas Education Code (TEC), Chapter 49, Subchapters A and D, and rules adopted by the commissioner of education as authorized by the TEC, §49.006. The purpose of this agreement is to enable the district to reduce its local revenue level to a level not to exceed the level established under TEC, §48.257 for the school year.

The school year to which this agreement applies is 2023-2024 (the “school year”).

The agreement is for Galveston Independent School District School District (“the district”), with a county-district number of 084902, to purchase attendance credit from the state for the school year.

This agreement is subject to the approval of the voters of the district as provided by the TEC, §49.156. The board of trustees of the district agrees to submit to the commissioner of education, on request, a certified copy of the board minutes showing the canvass of the election.

Initial payments will be based on the commissioner’s estimate of the total cost of credit as determined under TEC, §49.153, using the district’s projected maintenance and operations tax revenue that exceeds the level established under TEC, §48.257 for the school year. The district agrees to make the payments in accordance with the schedule specified in the TEC, §49.154.

The total cost of credit will be determined by the commissioner in accordance with the TEC, §49.153, when final data on the district’s maintenance and operations tax revenue that exceeds the level established under TEC, §48.257 for the school year is available. If that amount is less than the amount paid by the district through August 15 of the school year, the difference will be refunded. If that amount is greater than the amount paid, the district shall remit an amount equal to the difference for deposit in the state treasury to be used for the Foundation School Program.

The cost of purchased attendance credit will be reduced for county appraisal district costs. The reduction will be computed in accordance with the TEC, §49.157. If the reduction exceeds the cost for the school year, the difference will be carried forward and applied to each subsequent year’s cost until the total amount of the reduction has been exhausted.

Date: August 2, 2023

Anthony Brown,
Signature of President, Board of Trustees

Date: August 2, 2023

Shae Jobe,
Signature of Secretary, Board of Trustees

Date: August 2, 2023

Signature of Superintendent
Dr. Matthew Neighbors – Typed Name of Superintendent

Date: _____

Signature of Commissioner of Education or Designee

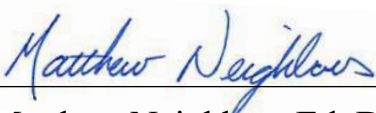
Action Sheet

MEETING DATE: August 2, 2023

AGENDA ITEM: Discuss and consider the purchase of Central Middle School Computers for Labs

GISD seeks to purchase a total of 25 Dell Precision 3260 compact computers and 25 Dell P2422H monitors that are needed for two computer labs at Central Middle School. The Texas Department of Information Resources (TX DIR) Contract #C000000006841 and Customer Agreement #TX DIR-TSO-3763 will be utilized for the procurement process. Funding source is Federal Title I.

RECOMMENDATION: I move the board to approve the purchase of the 25 Dell Computers and 25 Dell Monitors for the District with the funds from Title I in the amount of \$51,072.00



Matthew Neighbors Ed. D.
Superintendent



Jeff Martello
Chief Financial Officer



Myah Friedman
6/27/23

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.	3000156433622.1	Sales Rep	Myah Friedman
Total	\$30,643.20	Phone	(800) 456-3355, 6182031
Customer #	80511187	Email	Myah_Friedman@Dell.com
Quoted On	Jun. 27, 2023	Billing To	ACCOUNTS PAYABLE
Expires by	Jul. 27, 2023		GALVESTON ISD
	Texas Department of		PO BOX 660
Contract Name	Information Resources (TX		GALVESTON, TX 77553-0660
	DIR)		
Contract Code	C0000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	23433572		

Message from your Sales Rep

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

Regards,
Myah Friedman

Shipping Group

Shipping To	Shipping Method
IRENE PEREZ GALVESTON ISD 4302 AVE Q GATE ON 43RD ST GALVESTON, TX 77550 (409) 766-5175	Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
Precision 3260 Compact	\$1,862.88	15	\$27,943.20
Dell 24 Monitor - P2422H, 60.5cm (23.8")	\$180.00	15	\$2,700.00

Subtotal:	\$30,643.20
Shipping:	\$0.00
Non-Taxable Amount:	\$30,643.20
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$30,643.20

Shipping Group Details

Shipping To

IRENE PEREZ
 GALVESTON ISD
 4302 AVE Q
 GATE ON 43RD ST
 GALVESTON, TX 77550
 (409) 766-5175

Shipping Method

Standard Delivery Free Cost

	Quantity	Subtotal
Precision 3260 Compact	15	\$27,943.20

Estimated delivery if purchased today:

Aug. 16, 2023

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Precision 3260 CFF CTO BASE	210-BCTV	-	15	-
Intel Core i7-12700 processor (25MB Cache, 12 Core (8P+4E), 2.1GHz to 4.9GHz (65W)) TDP	338-CDBF	-	15	-
Ubuntu 22.04 LTS	605-BBOZ	-	15	-
Precision 3260 CFF chassis, RPL and ADL Compatible	321-BJJB	-	15	-
32GB (2x16GB) DDR5 4800MHz, SO-DIMM, Non-ECC	370-AGXG	-	15	-
Heatsink for 80W (DGPU) Config	412-AAZS	-	15	-
NVIDIA T1000, 4 GB GDDR6, low profile, 4 mDP to DP adapters	490-BHJI	-	15	-
C2 SSD Boot	449-BBYU	-	15	-
No SATA RAID	780-BBCJ	-	15	-
1TB PCIe NVMe(TM) Gen4 M.2 SSD	400-BMQO	-	15	-
No Hard Drive	400-AKZR	-	15	-
No Hard Drive	400-AKZR	-	15	-
No Wireless LAN Card (no WiFi enablement)	555-BHHM	-	15	-
Intel Management Engine with vPro	631-ADGW	-	15	-
Dell KB216 Wired Keyboard English	580-ADJC	-	15	-
Dell Optical Mouse - MS116 (Black)	570-ABIE	-	15	-
ENERGY STAR Qualified	387-BBLW	-	15	-
Dell Precision TPM	340-ACBY	-	15	-
US Power Cord	450-AHED	-	15	-
Quick Setup Guide, Precision 3260	340-CYMV	-	15	-
Dell Precision Shipping Material Americas	340-CYMW	-	15	-
Regulatory Label 240W PSU 3260 CFF	389-ECWU	-	15	-
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	15	-
Internal Speaker	520-AAVE	-	15	-
iRST not selected	409-BCWL	-	15	-
VMWCB Endpoint Stnd NGAV B-EDR w/ProSupport 4yr	528-CHDS	-	15	-
Custom Configuration	817-BBBB	-	15	-
Integrated Intel SATA Controller	403-BBCE	-	15	-

No Cover Selected	325-BCZQ	-	15	-
240W A/C Adapter, TCO9, RPL	492-BDKS	-	15	-
Riser card	330-BBYU	-	15	-
Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449	-	15	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	15	-
ProSupport: 7x24 Technical Support, 5 Years	997-2838	-	15	-
ProSupport: Next Business Day Onsite, 5 Years	997-6784	-	15	-

			Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8")		\$180.00	15	\$2,700.00

Estimated delivery if purchased today:
Jun. 30, 2023
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8")	210-BBCC	-	15	-
Dell Limited Hardware Warranty	814-5380	-	15	-
Advanced Exchange Service, 3 Years	814-5381	-	15	-

Subtotal:	\$30,643.20
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$30,643.20

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.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

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

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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.	3000156434272.1	Sales Rep	Myah Friedman
Total	\$20,428.80	Phone	(800) 456-3355, 6182031
Customer #	80511187	Email	Myah_Friedman@Dell.com
Quoted On	Jun. 27, 2023	Billing To	ACCOUNTS PAYABLE
Expires by	Jul. 27, 2023		GALVESTON ISD
	Texas Department of		PO BOX 660
Contract Name	Information Resources (TX		GALVESTON, TX 77553-0660
	DIR)		
Contract Code	C000000006841		
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	23433572		

Myah Friedman
6/27/23

Message from your Sales Rep

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

Regards,
Myah Friedman

Shipping Group

Shipping To	Shipping Method
IRENE PEREZ GALVESTON ISD 4302 AVE Q GATE ON 43RD ST GALVESTON, TX 77550 (409) 766-5175	Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
Precision 3260 Compact	\$1,862.88	10	\$18,628.80
Dell 24 Monitor - P2422H, 60.5cm (23.8")	\$180.00	10	\$1,800.00

Subtotal:	\$20,428.80
Shipping:	\$0.00
Non-Taxable Amount:	\$20,428.80
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$20,428.80

Shipping Group Details

Shipping To

IRENE PEREZ
 GALVESTON ISD
 4302 AVE Q
 GATE ON 43RD ST
 GALVESTON, TX 77550
 (409) 766-5175

Shipping Method

Standard Delivery Free Cost

		Quantity	Subtotal
Precision 3260 Compact	\$1,862.88	10	\$18,628.80
Estimated delivery if purchased today: Aug. 16, 2023 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763			

Description	SKU	Unit Price	Quantity	Subtotal
Precision 3260 CFF CTO BASE	210-BCTV	-	10	-
Intel Core i7-12700 processor (25MB Cache, 12 Core (8P+4E), 2.1GHz to 4.9GHz (65W)) TDP	338-CDBF	-	10	-
Ubuntu 22.04 LTS	605-BBOZ	-	10	-
Precision 3260 CFF chassis, RPL and ADL Compatible	321-BJJJ	-	10	-
32GB (2x16GB) DDR5 4800MHz, SO-DIMM, Non-ECC	370-AGXG	-	10	-
Heatsink for 80W (DGPU) Config	412-AAZS	-	10	-
NVIDIA T1000, 4 GB GDDR6, low profile, 4 mDP to DP adapters	490-BHJI	-	10	-
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No SATA RAID	780-BBCJ	-	10	-
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Dell Optical Mouse - MS116 (Black)	570-ABIE	-	10	-
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Dell Precision TPM	340-ACBY	-	10	-
US Power Cord	450-AHED	-	10	-
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Internal Speaker	520-AAVE	-	10	-
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VMWCB Endpoint Stnd NGAV B-EDR w/ProSupport 4yr	528-CHDS	-	10	-
Custom Configuration	239 817-BBBB	-	10	-
Integrated Intel SATA Controller	403-BBCE	-	10	-

No Cover Selected	325-BCZQ	-	10	-
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ProSupport: 7x24 Technical Support, 5 Years	997-2838	-	10	-
ProSupport: Next Business Day Onsite, 5 Years	997-6784	-	10	-

			Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8")		\$180.00	10	\$1,800.00

Estimated delivery if purchased today:
Jun. 30, 2023
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell 24 Monitor - P2422H, 60.5cm (23.8")	210-BBCC	-	10	-
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Action Sheet

MEETING DATE:

August 2, 2023

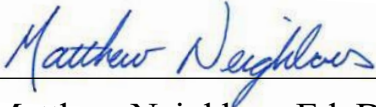
AGENDA ITEM:

Discuss and consider approval of the renewal of the Workers' Compensation coverage with TASB

TASB's proposal for Workers' Compensation coverage for the 2023-24 fiscal year is \$340,474; however, the final amount will be based on the total payroll for the applicable year. This amount represents an increase of 8% from the prior year. Because the District has an Interlocal Agreement with TASB, these services do not require a formal bid process per state statute.

RECOMMENDATION:

I move that the Board approve the renewal of the Workers' Compensation coverage with TASB for \$340,474 from September 1, 2023 through August 31, 2024.



Matthew Neighbors Ed. D.
Superintendent



Jeff Martello
Chief Financial Officer



June 22, 2023

Jeff Martello

Galveston ISD

Dear Jeff Martello,

The TASB Risk Management Fund is pleased to provide the following proposal for renewing your coverage for the coming year. The proposal reflects the Fund's on-going commitment to the risk sharing partnership among its more than 1,000 members.

The Fund is the oldest and largest governmental risk pool serving public schools and other educational entities in Texas. The Fund is governed by a 19-member board of school trustees, superintendents, and administrators from member districts. The Board ensures the Fund remains financially strong and responsive to member needs.

Fund programs and coverages continue to support the risks shared by Fund members but also reflect the challenging environments that Fund members face today. Highlights of this year's program changes include:

- Significant cost pressures for **Property coverage** continue due to severe and unpredictable weather, increases in the value of covered buildings, and inflationary pressures increasing the cost of claims. The Fund's Board again authorized the use of up to \$12 million of Members' Equity, or fund balance, to mitigate the impact of higher costs to members.
- Members of the **Privacy & Information Security** program continue to improve cyber risk management practices, so the **cyber limit is doubled to \$500,000**, up from \$250,000, this year. To support the increased limit for all Fund members, contributions will increase slightly. To ensure there are no barriers to promptly reporting cyber events, the Fund's coverage program has no deductible for members.
- **Workers' Compensation and Unemployment Compensation rates will remain steady** for most members. Changes in contributions will reflect significant changes in payroll, staffing, or loss histories for some members.
- With claims returning to or exceeding pre-pandemic levels, **Auto and School Liability rates will increase** due to increased claims expenses related to higher costs for legal services and auto repair parts and labor.

The coverage proposal on the following pages includes terms and contribution amounts for the programs in which your organization participates. A summary of coverage changes and updates to the Fund's Coverage Agreements is included in this proposal. Coverage Agreements can also be accessed on the Fund's website.

Please review all terms, provisions, and features of this renewal proposal. When ready, you may accept your renewal proposal by signing the Contribution & Coverage Summary (CCS) and returning it by email to me or to TASBRMF@tasbrmf.org. You may also complete the electronic acceptance using the link in the renewal email sent to the designated Program Contact.

Please note, if you take no action, coverage will automatically renew under the terms of this renewal proposal. If you wish to terminate coverage, the Fund must 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 questions about this renewal proposal or any aspect of your Fund membership, please contact Rosa Brown or any member of TASB's Underwriting or Marketing teams at 800.482.7276.

Thank you for your membership in the TASB Risk Management Fund and your partnership with all Fund members. The Fund is proud to be your partner in managing risks and serving the students in your community.

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: 1 (512) 505-2810

CC:



Galveston ISD

Contribution & Coverage Summary (CCS) Participation Period: 9/1/2023 through 8/31/2024

The following is a summary of coverages, limits, deductibles, and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions are found on the following pages and are part of this CCS. Please review all pages of this CCS document and associated Fund Coverage Agreements.

This is not a declarations page. The Fund is not insurance but a self-insured risk pool through which members agree to share risk and actively participate in their contractual obligations as a member of the Fund.

Coverage	Limit	Deductible	Contribution
Violent Acts	\$250,000	\$0	No Cost
Workers' Comp Fully Funded	Statutory	Statutory	\$340,474
Total Contribution			\$340,474

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: 9/1/2023 through 8/31/2024

Total Workers' Compensation – Fully Funded Contribution: \$340,474

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	\$1,900,843	0.01887373	\$35,876
7720 - POLICE OFFICER	\$747,117	0.02351438	\$17,568
8810 - CLERICAL OFFICE EMPLOYEES	\$2,995,578	0.00123782	\$3,708
8868 - PROFESSIONAL/ADMINISTRATON	\$50,687,120	0.00334158	\$169,375
9101 - ALL OTHERS	\$4,603,431	0.02475262	\$113,947
Total	\$60,934,089		\$340,474

Estimated Contribution	\$340,474
-------------------------------	------------------

Workers' Compensation – Fully Funded Provisions

Benefit Limits: Workers' Compensation benefits paid to Fund Member's employees under this CCS 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 CCS 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 the 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 Participation Period, the Fund Member agrees to report those claims timely and solely to the Fund. The report of Workers' Compensation claims to any other entity will waive all Fund liability under this CCS for those claims, regardless of reporting sequence. Any fines levied against the Fund for the Fund Member's failure to comply with the rules and regulations of the Act will be the Fund Member's sole responsibility.

Seasonal Benefits Adjustments: The Fund adjusts weekly workers' compensation Temporary Income Benefits (TIBS) to zero during specific holiday periods. Benefit adjustments are always made during the summer, Thanksgiving, spring, and winter breaks. Other extended holiday periods may also trigger benefit adjustments.



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 RMF-Liability	Jeff Martello	Director of Finance	JeffreyMartello@gisd.org
TASB RMF-Workers' Compensation	Jeff Martello	Director of Finance	JeffreyMartello@gisd.org
TASB RMF-Auto	Jeff Martello	Director of Finance	JeffreyMartello@gisd.org
TASB RMF-Unemployment Compensation	Jeff Martello	Director of Finance	JeffreyMartello@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 Provisions

Coverage: This CCS and the Fund’s corresponding Coverage Agreements for this Participation Period outline the coverage terms and limits.

Claims Reporting: The Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement, the applicable Fund Coverage Agreement, and this CCS. The lack of timely notice may result in a loss of coverage.

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 will determine the contribution for each program and how each contribution is applied.

Termination: In addition to any CCS-specific provisions, the Interlocal Participation Agreement outlines the termination-related provisions that govern this CCS. These provisions include that this CCS may be terminated by either party, with termination effective at the end of the Participation Period, by giving written notice to the other party no later than 30 days before the end of the Participation Period. If the Fund Member ceases to be an Active or Associate member of the Texas Association of School Boards, Inc., this CCS will terminate at the end of the Participation Period, and the Fund will not offer a renewal CCS. If neither party terminates this CCS, any renewal CCS offered by the Fund becomes effective based on the terms of the renewal CCS and will bind the Fund Member.

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 2, 2023

AGENDA ITEM: Consider approval of Ricoh copier lease extension

The current Ricoh copier lease expires December 1, 2023. The current contract is set to terminate after four years. Due to the lease terming during the 2023-2024 school year and not during the summer, the recommendation by GISD Business Administration is to extend the lease by 6 months through May 2024. This will provide two benefits to GISD: First, the removal and installation of new copier machines would occur during a summer month versus a month where classes are in session. Second, GISD has negotiated a cost savings of \$503.68 per month with the start date of September 1, 2023. The 9 month cost total will be \$148,511.43.

Lease highlights include the following:

- Fleet Equipment Lease, Maintenance and Workflow Assessment
- 9 Mos. Lease Extension \$10,079.04/mo.
- Monthly Maintenance \$ 6,422.23/mo.
- Total \$16,501.27/mo.
- Start Date September 1st
- State Contract Number: DIR-CPO-4435
- Monthly Savings: \$ 503.68/mo.
- 9 Months Savings - \$4,533.12

RECOMMENDATION:

I move that the Board authorize the approval of the extension of the current Ricoh lease from September 1, 2023 through May 31, 2024 as presented.


Matthew Neighbors Ed. D.
Superintendent


Jeff Martello
Chief Financial Officer

Financial Summary – 9 Month Equipment Lease Extension with 4 User DocuWare Cloud and Business Consulting/Assessment

Proposed State

- All Inclusive Maintenance ie, Supplies, Parts and Labor
- 65 MFPs
- Docuware Cloud Infrastructure
- 4 Named User Licenses
- 20GB of Document Cloud Storage
- Maintenance and Support
- Business Consulting/Workflow Assessment
- Admin / User Training

Proposed State

Fleet Equipment Lease, Maintenance and Docuware and Consulting/Workflow Assessment

9 Mos. Lease Extension \$10,079.04/mo.

Monthly Maintenance \$ 6,422.23/mo.

Total \$16,501.27/mo.

Start Date September 1st

State Contract Number: DIR-CPO-4435

Monthly Savings: \$ 503.68/mo.

9 Months Savings - \$4,533.12



GALVESTON ISD PO VERBIAGE – 2023-2024

DIR State Contract – DIR-CPO-4435

Equipment to be leased in accordance with the terms and conditions of State of Texas Department of Information Resources Contract No. DIR-CPO-4435 Appendix E Master Lease Agreement. It is acknowledged and agreed that this Purchase Order constitutes a "Schedule" as defined in the Master Lease Agreement.

9 Month Term – Effective September 1, 2023 through May 30, 2024.

**Billing Frequency: Monthly/Monthly
Monthly Equipment Lease: \$10,079.04**

**Docuware Cloud Infrastructure Solution
*4 Full Named User Licenses**

***20GB of Document Cloud Storage**

Business Consulting/Workflow Assessment

9 Mos. Monthly Equipment Maintenance - \$6,422.23; Flat Rate

Gold Service Level; Staples included; Invoiced Monthly

Fiscal year **September 1st thru August 31st**

Email for invoices: bethparker@galvestonisd.org

Bill to address: Attention: Beth Parker

Galveston Independent School District

PO Box 660

Galveston, TX 77553

Contact: Beth Parker – 409-766-5151

**Remittance Address:
RICOH USA, INC.
PO Box 650016
Dallas, TX 75265-0073**

Quantity/Models 65 MFPs – SEE ATTACHED

Action Sheet

MEETING DATE:

August 2, 2023

AGENDA ITEM:

Consider delegation of authority to purchase white fleet vehicles up to \$300,000.00

The 2022 voter approved Bond program included funds to purchase Maintenance, Transportation, and Security vehicles. The District regularly uses white fleet vehicles (light duty trucks, sport utility vehicles, passenger cars, and other similar vehicles other than school buses) for transportation and other operational purposes. Traditional advertised purchases or cooperative purchases subject to board approval at a regular board meeting are not compatible with the current vehicle market, which only allows a short time window to finalize purchases given the current supply chain demands on vehicle vendors. The Administration is requesting a one-year time-limited delegation of \$300,000.00 in spending authority through authorized school purchasing cooperatives in order to allow the administration to make purchases within the current market time window.

RECOMMENDATION:

I move that the Board authorize the Superintendent or designee for a period of one-year from this date to make budgeted purchases through purchasing cooperatives of white fleet vehicles for an aggregate amount up to \$300,000.00. I further move that any purchase that exceeds this aggregate amount must come back to the Board for further approval.



Matthew Neighbors Ed. D.
Superintendent



Jeff Martello
Chief Financial Officer

Action Sheet

MEETING DATE:

August 2, 2023

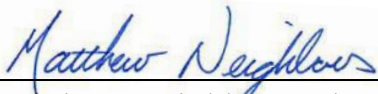
AGENDA ITEM:

Discuss and consider the approval of a deductive change order to Hellas Construction Company for Courville Stadium GMP contract.

After the coordination of Hellas Construction Company and Zero Six Consulting (on behalf of GISD), the proposed deductive change order has been negotiated in the amount of \$551,809.00. These funds were accumulated by removing the FF&E, concrete driveway, and schedule of value adjustments where costs savings were identified.

RECOMMENDATION:

I move that the Board of Trustees approve the deductive change order valued at \$551,809.00. Proposal under separate cover.



Matthew Neighbors Ed. D.
Superintendent



Jeff Martello
Chief Financial Officer



AIA[®] Document G741™ – 2015

Change Order for a Design-Build Project

PROJECT <i>(Name and address):</i>	CHANGE ORDER NUMBER: 002	OWNER: <input checked="" type="checkbox"/>
GISD Kermit Courville Stadium Reconstruction 1429 27th Street Galveston, TX 77550	DATE: July 24, 2023	DESIGN-BUILDER: <input checked="" type="checkbox"/>
TO DESIGN-BUILDER <i>(Name and address):</i>	OWNER'S PROJECT NUMBER: Galveston Independent School District	ARCHITECT: <input checked="" type="checkbox"/>
Hellas Construction, LLC 1200 West Parmer Lane Austin, Texas 78613	DESIGN-BUILD CONTRACT DATE: November 23, 2022	FIELD: <input type="checkbox"/>
	DESIGN-BUILD CONTRACT FOR: Reconstruction	OTHER: <input type="checkbox"/>

THE DESIGN-BUILD CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Change Directives)

Credit Based on 07/06/23 SOV \$ (584,000.00)

Includes:

- FFE removed from Hellas scope.(B3)
- Concrete Driveway removed from Hellas scope. (C12.1)
- And adjustments made to estimates for lines B5, F25, and G28.

Fee Increases Based on 07/06/23 SOV \$ 32,191.00

Includes:

- Concrete Site phase fee billed prior to Change Order 001 scope removal. (C11)

See attached Schedule of Values for additional information.

Note that \$197,495.22 of Hellas' contingency is to be used for the additional expense of solid turf, goal post nets, and an increase to a 3" water line.

The original Guaranteed Maximum Price was	\$ 20,873,260.00
The net change by previously authorized Change Orders	\$ -2,820,483.58
The Guaranteed Maximum Price prior to this Change Order was	\$ 18,052,776.42
The Guaranteed Maximum Price will be decreased by this Change Order in the amount of	\$ 551,809.00
The new Guaranteed Maximum Price including this Change Order will be	\$ 17,500,967.42

The Contract Time will be unchanged by Zero (0) days.

The date of Substantial Completion as of the date of this Change Order therefore is August 25, 2023

NOTE: This Change Order does not include changes in the Design-Builder's compensation, Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Change Directive until the cost and time have been agreed upon by both the Owner and Design-Builder, in which case a Change Order is executed to supersede the Change Directive.

When executing this Change Order, the Design-Builder represents that all changes to Project design implemented by this Change Order have been reviewed and approved in writing by the Architect or other licensed design professional(s) of record for the Project.

NOT VALID UNTIL SIGNED BY THE DESIGN-BUILDER AND OWNER.

Hellas Construction, Inc.

DESIGN-BUILDER *(Firm name)*

1200 West Parmer Lane
Austin, Texas 78613

ADDRESS

BY *(Signature)*

(Typed name)

DATE

Galveston Independent School District

OWNER *(Firm name)*

3904 Ave. T
Galveston, Texas 77550

ADDRESS

BY *(Signature)*

Dr. Matthew Neighbors, Superintendent

(Typed name)

DATE



Action Sheet

MEETING DATE:

August 2, 2023

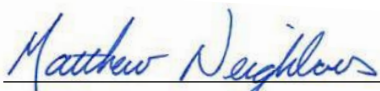
AGENDA ITEM:

Discuss and consider the approval of a change order for roof deck replacement at the Central Middle School Gymnasium.

During the progression of the Central Middle School roof replacement project, it was identified that the lightweight concrete with gypsum roof deck is compromised. FW Walton has proposed to replace the roof deck in conjunction with protecting the wood flooring. Expense will be \$781,329.46 from 2022 voter-approved Bond funds.

RECOMMENDATION:

I move that the Board of Trustees approve the change order to FW Walton for gym roof deck replacement in the amount of \$781,329.46. Proposal under separate cover.



Dr. Matthew Neighbors
Superintendent



Jeff Martello
Chief Financial Officer

Change Proposal Request

Project: Galveston ISD - Central Middle School
 3014 Sealy Ave.
 Galveston, TX 77550

Request 6

Construction Project #:

Walton Job No: 3-1204-11

Date 7/24/2023

To: PBK Architects / Beam Professionals
 11 Greenway Plaza, 22nd. Floor
 Houston, Tx 77046

Attn: Mr. Jason Benoit

Condition Encountered:

PBK/Beam CPR #6 - Area D1 - Deteriorated decking. Demo already installed roofing and existing roofing system including light-weight concrete, gypsum deck and bulb T type framing down to the existing bar joist.

Description of Work:

Provide temporary protection of gymnasium floor utilizing, visqueene, 2" ISO and 3/4" plywood covering half the gym.

VA-03 - Install new 1.5" Type BA 20g. G-90 finish decking followed by SOW in 02. Remove and dispose of all debris generated by job.

VA - 03	Labor	\$343,635.11
	Materials	\$422,374.17
	P&P Bonds	\$15,320.19
	FOR THE SUM OF	\$781,329.46

Exclusions: engineering of any kind.

30 Additional days will be required for this change

NOTE:

F. W. Walton Inc. terms and conditions apply.
 F.W. Walton Inc. is intending to protect the gym floor best as possible utilizing visqueene, 2.2" ISO and 3/4" plywood and welcome any additional guidance to protect the floor. However, there are no contingencies built into the above pricing and any damages that should arise will be billed in addition to the above pricing or repaired by the district upon completion. F. W. Walton Inc. terms and conditions

If I can provide you with any additional information, please call me @ 713-674-9777.

Sincerely,

 F.W. Walton Inc.
 Tony Walton, Vice President

Name: _____ Title: _____ 257 _____ Date: _____

Action Sheet

MEETING DATE: August 02, 2023

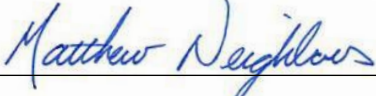
AGENDA ITEM: Discuss and Consider Approval of Change Order No. 01 to the Weis Middle School Renovations Phase-1 Project.

On Thursday, July 20, 2023, the general contractor performing the work for the Weis Middle School Renovations Phase-1 Project, Unbehagen Construction/Tucon LLC, submitted a proposal for the comprehensive renovation of one set of Boys and Girls Restrooms at Central Middle School at the request of the Project Team.

Both campuses were included in Proposition C of the 2022 Bonds. The work associated with the proposition is being procured via multiple packages across multiple phases. The proposed change order allows the work to be completed in the most expeditious manner.

Upon receipt of the proposal, the team conducted a thorough review. Following this review, the project team hereby recommends approval of Change Order No. 01 and authorization of Unbehagen Construction/Tucon LLC to proceed with the work.

RECOMMENDATION: I move that the Board of Trustees approve Change Order No. 01 to Weis Middle School Renovations Phase-1 Project in the amount of (amount to be named 08-01-23).


Matthew Neighbors Ed. D.
Superintendent


Jeff Martello
Chief Financial Officer

Mail: 2925 Gulf Fwy. South, #B-194 - League City, Texas 77573
 Office: 2111 Gulf Fwy, La Marque, TX 77568
 Phone: 409-632-7922
 Web: www.tuconllc.com

CHANGE PROPOSAL

CP Number: 08R2

RFP #: CPR 03

Date: 7-27-2023

Project: Galveston ISD Weis Middle School Ph 1 Renovation

Description: Central Middle School restrooms 135 & 137 remodel. Excludes Boys restroom by SPED.
 Excludes HVAC controls
 Excludes Terrazo floor repair in corridor at Rm 137

Material/Description	Unit Measure	Quantity	Labor Unit Cost	Labor Extension	Material Unit Cost	Material Extension	Equipment Unit Cost	Equipment Extension	Subcontract Unit Cost	Subcontract Extension	Item Total
Demolition partitions, walls, floors, ceiling	mh	280.00	17.00	4,760.00		0.00		0.00		0.00	0.00
Disposal	ea	2.00		0.00		0.00	6.25	1,750.00		0.00	6,510.00
				0.00		0.00	1,300.00	2,600.00		0.00	2,600.00
Demolition concrete slab on grade for new plumbing				0.00		0.00		0.00		0.00	0.00
Saw cut	in ft	540.00		0.00		0.00		0.00		0.00	0.00
Remove & haul out	mh	60.00	17.00	1,020.00		0.00	5.00	300.00	1.75	945.00	945.00
Concrete repair slab on grade at new plumbing				0.00		0.00		0.00		0.00	0.00
Vapor barrier	ls	1.00	50.00	50.00	250.00	250.00		0.00		0.00	300.00
Dowels #4	ea	125.00	1.20	150.00	2.50	312.50		0.00		0.00	462.50
Epoxy	ea	10.00		0.00	22.00	220.00		0.00		0.00	220.00
Rebar #4	lb	340.00	1.41	479.40	0.60	204.00		0.00		0.00	683.40
Concrete	cy	4.00		0.00	250.00	1,000.00		0.00		0.00	1,000.00
Place/Finish	mh	50.00	35.00	1,750.00		0.00	8.00	400.00		0.00	2,150.00
Louver wall opening @ EF-01				0.00		0.00		0.00		0.00	0.00
Demo opening	ls	1.00	600.00	600.00		0.00	125.00	125.00		0.00	725.00
Steel angle & install Louver	ls	1.00	180.00	180.00	75.00	75.00		0.00		0.00	255.00
Lift	ls	1.00		0.00		0.00	800.00	800.00		0.00	800.00
Gyp Bd Assemblies	ls	1.00		0.00		0.00		0.00	35,136.00	35,136.00	35,136.00
Tile walls	ls	1.00		0.00		0.00		0.00		0.00	0.00
Repair floor & walls after tile demo	ls	1.00	3,709.00	3,709.00	5,399.00	5,399.00	100.00	100.00	23,825.70	23,825.70	23,825.70
Epoxy floor & base	ls	1.00		0.00		0.00		0.00	9,094.00	9,094.00	9,094.00
Paint Ceilings	ls	1.00	720.00	720.00	700.00	700.00		0.00		0.00	1,420.00
Door frames	ls	1.00	240.00	240.00	150.00	150.00		0.00		0.00	390.00
Restroom partitions by Accurate Floor Mtd	ls	1.00		0.00		0.00		0.00	11,154.00	11,154.00	11,154.00
Restroom accessories by ASI	ls	1.00		0.00		0.00		0.00	1,966.00	1,966.00	1,966.00
Restroom hand dryers	ls	1.00		0.00		0.00		0.00	953.00	953.00	953.00
HVAC New grills & duct connections at Rms 135 & 137 only. Excludes the Boys Restroom by SPED area. Excludes rerouting duct work or above ceiling obstructions.	ls	1.00		0.00		0.00		0.00	3,950.00	3,950.00	3,950.00
Electrical	ls	1.00		0.00		0.00		0.00	13,830.00	13,830.00	13,830.00
Plumbing	ls	1.00		0.00		0.00		0.00	48,528.00	48,528.00	48,528.00



P.O. Box 925615 → Houston, Texas → 77292-6615 → Office - (713) 681-9410 → axisdrywall@sbcglobal.net

July 18, 2023

Tucon LLC
2925 Gulf Frwy. S Ste B-194
League City, TX 77573

Re: Central Middle School Restrooms 135 & 137

Please accept our bid in the amount of \$35,136.00.

Scope of work includes: Metal Stud framing, Gyp board ceilings and cement board walls, tape and float.

Pricing for Labor and Materials will be honored for 30 days

Please feel free to contact me if you have any questions.

Sincerely,
David Fox



Mike Unbehagen <mike@tuconllc.com>

REVISED PROPOSAL - Weis MS, Remodel 2 Restrooms (Central Campus)

1 message

Paul Patterson <ppatterson.pof@gmail.com>
To: Mike Unbehagen <mike@tuconllc.com>

Thu, Jul 20, 2023 at 5:04 PM

Demo existing floor and wall tile. Prep CMU walls for new wall tile. Furnish and install Glacier FX21 12" x 24" Porcelain tile at walls only. Included are marble t-holds, schluter metal trim at corners and base.

Porcelain -	1410 sf	@	9.23	=	13,014.30
Metals -	24 stick	@	36.00	=	864.00
T-Holds -	2 ea	@	24.00	=	48.00
Epoxy Grt -	1410 sf	@	.70	=	987.00
Frt. -	1410 sf	@	.64	=	902.40

Install W/T -	1410 sf	@	5.70	=	8,037.00
TOTALS					\$ 23,852.70

--
Regards,

Paul Patterson
Post Oak Flooring, LLC.
4102 Weslow St.
Houston TX, 77087
281-837-9102 Office
346-718-2903 Fax
281-678-7975 Mobil

Fourpoints Services, Inc.

6551 Calder Dr
Dickinson, TX. 77539

Date: 7/12/2023

Proposal #165-23
Revised due to CPR #3

Name: Mike Unbehagen
Company: Tucon, LLC.
Project: Central Middle School - 2023 Summer
Location: Galveston, TX

Resinous Flooring

- | | |
|--|------------|
| 1 To furnish and install Key Resin's Flowfresh SR 1/4" Decorative Broadcast Cementitious Urethane flooring at all areas indicated to receive resinous flooring as per the finish schedule. System to match resinous flooring previously installed during 2022 Summer work. Color to be a custom blend of quartz to match previously installed system, pending approval from Owner. (Approx. 497 Sq. Ft.) | \$6,464.00 |
| 2 To furnish and install 4" resinous integral cove base to all areas indicated to receive as per finish schedule. Cove base to match adjacent resinous flooring system. (Approx. 142 LF) | \$2,630.00 |

Total: \$9,094.00

Work to be performed in one mobilization in order to adhere to the time constraints of the project. Due to this, Fourpoints Services request all work areas be released to us as once.

Includes: Insurance: W/C G/L, additional insured and waivers of subrogation.
Labor and materials to complete the above quote

Excludes: Any locations or materials not specified in this quote.
Stand alone numbers unless approved.

Kind Regards,
Sarah Jones
(832) 762-5767
smjones@fourpoints-inc.com

Built Rite Specialties

PO Box 75
Richmond, TX 77406

832-471-6318 PH.

Office-Admin@BuiltRiteSpecialties.com

QUOTATION

TO: Unbehagen Construction Tucon, LLC
ATTN: Mike Unbehagen
PHONE: 409-370-9415 / mike@tuconllc.com

QUOTE #: 20230717
DATE: 7/17/2023
JOB: Galveston ISD- Central Middle School

WE ARE PLEASED TO QUOTE THE FOLLOWING ITEMS SUBJECT TO CONDITIONS LISTED BELOW.

CONSISTING OF THE FOLLOWING:

SECTION: 102113 Toilet Compartments by Accurate QTY

6	Color-Thru Phenolic Floor Mounted Toilet Compartments. 58"H Doors/Panels. Standard Stainless Steel Hardware. 3/4" Material Thickness for Doors/Pilasters. 1/2" Material Thickness for Panels/Screens.	MATERIAL:	\$8,998.00
		TAX:	\$0.00
		FREIGHT:	\$586.00
		LABOR:	\$1,570.00
		TOTAL:	\$11,154.00
2	Color-Thru Phenolic 48" Wall Hung Urinal Screens		

NOTES:

*No specifications or elevation drawings were provided for restrooms. Pricing out Floor Mounted, Color-Thru Phenolic material per GC's request.

Material to be qualified with Architect/Owner.

*ASI Accurate standard color-thru phenolic compartments are 55"H w/ standard stainless steel hardware.

*Pricing based on ASI Accurate stock colors.

**Please confirm all items and quantities prior to ordering material.

*Boys RR 135 and Girls RR 137 ONLY

SECTION: 102800 Toilet Accessories by ASI

QTY

5	TA-1: Soap Dispenser OFCI	MATERIAL:	\$1,063.00
5	TA-2: Inter-Lok Angle Framed 24"x36" Mirror #10-	TAX:	\$0.00
6	TA-3: Double Roll Toilet Tissue Dispenser #10-0264-	FREIGHT:	\$278.00
2	TA-5: Straight 36" Grab Bar (1-1/2" DIA) #10-3801-36	LABOR:	\$625.00
2	TA-5: Straight 42" Grab Bar (1-1/2" DIA) #10-3801-42	TOTAL:	\$1,966.00
5	TA-7: Surface Mounted Sanitary Napkin Disposal #10-20852		

OPTIONS FOR HAND DRYERS (No specifications or model numbers provided)

		Furnish:	Furnish & Install:
2	TA-13: Q-974A2 VerdeDri World Dryer White	\$919.00	\$953.00

NOTES:

*Please see options for hand dryers above as no model number was listed for these. GC to qualify with Architect/Owner.

*Toilet Accessories specs list model numbers for toilet tissue dispensers. However, per Toilet Accessories Legend (Pg. A-102), these items are OFCI. Priced out per specs. If BRS will not furnish these items, please deduct \$123.00 from material.

*No dimensions were provided for mirrors, priced out standard 24"x36". If a different size is needed, we will re-price.

*Outside diameter required for grab bars conflict with model number in specs. Priced out 1-1/2" DIA grab bars (model number B-6806 as specified).

*All utility room and shower accessories are excluded from pricing.

**Please confirm all items and quantities prior to ordering material.



3514 Pinemont, Houston, Texas 77018 713-681-5300 * Fax: 713-681-6675 TACLA44328C
Estimator: Jerry Hensley Email: jerryh@mesamechanical.com MPL38021

HVAC BID PROPOSAL

To: Tucon Construction

Date: July 27, 2023

Attn: Mike Unbehagen

Project: GISD Central MS RR's

Subject to prompt acceptance within **15 calendar days**, all conditions of bid proposal stated on pages 1-4 of this form, and approval of Customer's credit by Mesa Mechanical, Inc. which shall not be unreasonably withheld, we propose to furnish materials and labor as specified below at the prices stated below. Acceptance of this bid proposal is expressly limited to the terms herein. We propose furnishing and installing the heating, ventilation, and air conditioning on the above-referenced project.

I. Items included are as follows:

- 1. Per Plans and Specifications Dated 07/11/2023 CPR 3 and 0 Addenda seen.**
- 2. Excludes Exhaust Fan and its Ductwork for boys Restroom at center of building.**
- 3. Replace Supply and Exhaust Grilles in (4) Restrooms.**
- 4. HVAC Permit**
- 5. Warranty on material & labor provided by Mesa Mechanical as specified in Division 23 only.**

II. Items excluded are as follows:

- **Replacement of existing equipment.**
- **DDC/BAS Controls**
- **Prevailing Wage Rates**
- Duct Cleaning
- Repairs or replacement of any HVAC equipment, systems & controls not specifically shown or noted on mechanical drawings or specifications.
- Architectural Louvers
- Electrical or any conduit
- Starters & disconnects not integral with equipment.
- Plumbing
- Fire Proofing & Water Proofing
- Kitchen Equipment & Backsplash
- Any Roofing Work, Roof/Deck Penetrations, Leveling/Blocking of Curbs/Equipment Supports
- Temporary Heating, Ventilation or Air Conditioning

- Cut, Patch, Paint, Any Penetrations
- Any Structural Framing: Structural Steel/Supports, or Structural Reinforcement
- Saw Cutting, Coring, Break Up of Concrete, Removal of Concrete
- Form Concrete, Concrete Slabs, Pour Back of Concrete, Housekeeping Pads, Grouting, Any Concrete Work
- Gas Piping
- Fire Alarm and Fire Alarm Interlocks
- Dumpster or Dumpster Fees
- Excavation, Backfill, Compaction, Removal of Excess Spoils
- Landscaping
- Location of Underground Utilities
- Site Utilities & Temporary Utilities
- Site Security
- Epoxy coat on coils
- Overtime
- Ceiling Removal and Replacement
- Emergency Generator
- Remote Lay Down and Storage, Facilities (on-site storage, fabrication and lay down areas on-site is a basis of bid assumption)
- Provision & Installation of Access Doors in Sheetrock Ceilings or Walls
- Payment & Performance Bonds
- Allowances
- General clean-up crew
- Scaffolding

III. Base Bid: \$3,950.00 (Three Thousand Nine Hundred Fifty Dollars)

BID QUALIFICATIONS:

1. This proposal is based on a mutually agreeable subcontract.
2. Monthly invoices are to be paid within thirty (30) days.
3. Customer shall not deduct retainage from Mesa Mechanical, Inc.'s payments except to the extent of retainage held by project owner on Mesa Mechanical, Inc.'s work.
4. Retention paid within thirty (30) days of acceptance and completion of our work.
5. All work and items furnished by others will be in place, ready for installation so as to preclude any delays.
6. The warranty on equipment begins after initial start-up and beneficial use.

IV. TERMS AND CONDITIONS

1. (See Attachment #1)

Submitted By:

Jerry Hensley

Jerry Hensley

Estimator/Project Manager

Accepted By:

Name

Date

Regulated by the Texas Department of Licensing and Regulation, PO Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.tdlr.texas.gov

Regulated by the Texas State Board of Plumbing Examiners, PO Box 4200, Austin, Texas 78765, 1-800-845-6584. 512-936-5200

Attachment #1
Terms and Conditions of Bid Proposal

1. Allowing the Mesa Mechanical, Inc. to commence work or preparation for work will constitute acceptance by Customer of this bid proposal. Mesa Mechanical, Inc. and Customer will execute an American Institute of Architect's A401-2007 subcontract form to memorialize their agreement, supplemented and modified as provided by this bid proposal which shall be incorporated by reference into the final subcontract. In the event of any conflict between the terms of this bid proposal and any other documents stating terms of the final subcontract, this bid proposal shall govern.
2. A change in the price of an item of material of more than 5% between the date of this bid proposal and the date of installation shall warrant and equitable adjustment in the subcontract price.
3. Mesa Mechanical, Inc. will not be required to name additional insureds to its general liability insurance policy, nor to waive subrogation for claims covered by workers' compensation or commercial general liability insurance. Mesa Mechanical, Inc. shall maintain insurance with coverage and limits only as provided by Mesa Mechanical, Inc.'s existing insurance program evidenced by its certificate of insurance available on request.
4. Mesa Mechanical, Inc.'s schedule of values shall be used to determine progress payments. All sums not paid when due shall bear interest at the rate of 1 ½ % per month from due date until paid or the maximum legal rate permitted by law, whichever is less; and all costs of collection, including a reasonable attorney's fee, shall be paid by Customer. The proper venue to resolve any disputes arising under the subcontract shall be the place where the project is located, and the laws of said place shall govern all such disputes.
5. Mesa Mechanical, Inc. shall be entitled to equitable adjustments of the contract price, including but not limited to any increased costs of labor, supervision, equipment or materials and reasonable overhead profit, for any modification of the project schedule differing from the bid schedule, and for any other delays, acceleration, out-of-sequence work and acts of schedule changes beyond its reasonable control, including but not limited to those caused by labor unrest, fires, floods, acts of nature or government, wars, embargos, vendor priorities and allocations, transportation delays, suspension of work for non-payment or as ordered by Customer, or other delays caused by Customer or others. Should work be delayed by any of the causes for a period exceeding ninety (90) days, Mesa Mechanical, Inc. shall be entitled to terminate the subcontract. Mesa Mechanical, Inc. change proposals must be processed in not more than thirty (30) calendar days or as otherwise indicated on the change proposal.
6. THE EXPRESS WARRANTIES SET FORTH IN THE SUBCONTRACT DOCUMENTS ARE PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY MESA MECHANICAL, INC. Mesa Mechanical, Inc. is not responsible for special, incidental, or consequential damages and Mesa Mechanical, Inc.'s liability for delay damages shall not exceed 5% of the original subcontract amount. Mesa Mechanical, Inc. is not responsible for damage to its work by other parties, and any repair work necessitated by such damage is extra work. All materials shall be furnished in accordance with the respective industry tolerance of color variation, thickness, size, finish, texture and performance standards. All warranty claims must be received by Mesa Mechanical, Inc. not more than one (1) year after completion of Mesa Mechanical, Inc.'s work, and Mesa Mechanical, Inc. must be provided a reasonable opportunity to inspect and make corrections, or such warranty claims are barred.
7. Except as specifically required by the work and specifications included in this bid proposal, Customer shall furnish all temporary site facilities, including but not limited to sited access, storage space, hoisting facilities, guard rails, covers for floor, roof and wall opening, security, parking, safety orientation, break and lunch facilities, toilet and wash facilities, drinking water and other water facilities, electrical service, telecommunication service, lighting, heat, ventilation, weather protection, fire protection, and trash and recycling services.
8. To the extent that performance and payment bonds are included in this proposal, the bond forms must be the AGC 606 (2004) and AGC 607 (2004) published by the Associated General Contractors of America.
9. Neither party shall assign the subcontract, in whole or in part, without the written consent of the other.
10. Mesa Mechanical, Inc. shall not participate in a consolidated insurance program (CIP).
11. Waivers of lien or bond rights shall exclude retainage, unbilled changes, and claims which have been asserted in writing or which have not yet become known to Mesa Mechanical, Inc., and shall either apply only through the date of work for which Mesa Mechanical, Inc. has been paid in full, or shall be conditional upon receipt of funds to Mesa Mechanical, Inc.'s account.

UB Electrical LLC.
Proposal for Electrical Work
GISD Central Middle School
Galveston, Texas

July 12, 2023

Attn:

We propose to furnish the necessary materials, labor, and equipment to complete the electrical portion of the subject job based on upon the following scope of work:

Inclusions:

1. Furnish and install wiring devices as shown. (two single pole switches)
2. Furnish and install lighting as shown 8 LED 2x4 flat panels with mounting hardware.
3. 120v power for electric hand dryers. (nearest 120V power)
4. Four week lead time on fixtures.
5. Per our vendors, this estimate is only valid for seven days.

Exclusions:

1. Asphalt or concrete cutting, patching, and removal. Repair for existing underground conduits.
2. All work not shown on plans will be considered extra.
3. Access Panels of any kind. Wire supports for light fixtures.
4. Utility charges, taxes or bonds.
5. HVAC /mechanical starters, VFD's and controls.
6. A/V and special systems are by others.
7. Telephone and data jacks, cabling and terminations are by others.
8. Security, special systems, fire alarm and A/V cabling and terminations are by others.
9. Premium time, overtime, weekend work.
10. Patching, painting, pitch pockets. Red Concrete.
11. Concrete pole bases, Housekeeping, Transformer Pads, Roof Curbs, Generator Pad and Roof Repair.

Base Price: \$13,830.00

Material: \$5,968.70

Labor, Overhead and Profit: \$7,861.30

Respectfully submitted by,
Terry Eubanks

Estimator
UB Electrical LLC.
terrye@ubelectrical.net

Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157,
Austin, TX 78711. (800) 803 9202 or (512)463 6599 www.license.tx.us/complaints

Innovative Plumbing Solutions Of Pearland, LLC

July 17, 2023

Attn: Mike Unbehagen
Tucon, LLC
2111 Gulf Fwy, La Marque, Tx 77568

Re: Central Middle School
3014 Sealy Ave.
Galveston, TX. 77550

We propose to furnish all materials and labor required to complete plumbing per your email invite and as shown on drawings PD-101, PD-102, PU-101, P-101, P-102, P-501, and P-601. as prepared and stamped by Mitchell Lam on 07-7-2023. Our proposed scope of work is as follows:

1. Demo all existing fixtures which includes 8 wall hung toilets, 6 wall hung lavatories, and 2 urinals in boys and girl's restroom as shown on drawings AD101.
2. Provide new water piping for new plumbing with type "L" copper pipe with copper fittings with lead free solder joints above slab. As indicated in drawings P-102
3. Provide above and below slab sanitary waste and vents using no hub cast and fittings with wide body heavy-duty stainless-steel bands. Per drawings PU-1041, P-102. Plumbing flashings/roof penetrations are by others.
4. Provide new plumbing fixtures as noted on drawings P-102, P-105.
5. Domestic water pipe insulation per specifications or city standards.
6. Will provide plumbing permit.

William R. Giese M-14562

2429 Parkview Dr.
Pearland TX 77581
832-275-6167
281-520-3061 fax
bgiese.ips@gmail.com

Texas State Board of
Plumbing Examiners
512-936-5200
www.tsbpe.state.tx.us

Innovative Plumbing Solutions Of Pearland, LLC

Exclusions: Trash haul off from site, excavation spoils stocked piled at site, any temporary utilities, any electrical requirements including low voltage, any dumpster fees or cost, any painting, any rerouting of existing utilities, any temporary utilities, any permits or fees other than plumbing permit, any errors or omissions on drawings.

Our proposed base bid

\$48,528.00

Pricing is subject to unforeseen manufacturer escalations starting from December 19, 2022, final pricing will be determined when job is awarded, pricing may change if manufacturer/vendors do not honor bid day pricing.

Respectfully Submitted,

William Giese, Jr.

William Giese, Jr.



Change Proposal Request

Project: Weis Middle School Renovation
Galveston Independent School District

CPR No.: 03R1

PBK Project No.: 220430

Date: 7/14/23

To: Unbehagen Construction
2111 Gulf Freeway
La Marque, TX 77568

Attention: Gabrielle Unbehagen

*This is a request for an itemized quotation in the Contract Sum and/or time for the following proposed modifications to the Contract Documents.
This request is not an authorization for changes or additional work and it does not revise the contract price.*

Description of Work:

Item No. 1 Renovate existing Boy and Girl Restroom at Central Middle School as shown in attached drawings:

A. 22 30 00 Plumbing Equipment

B. 22 40 00 Plumbing Fixtures

Attachment(s): Cover, AD101, AD102, A101, A102, M001, M101, M701, E101, E102, P000, PD101, PD1012, PU101, P101, P102, P501, P601

This change proposal was initiated at the request of the:

Owner

Architect

Engineer

Contractor

Mitchell Lam
PBK – Project Architect

CENTRAL MIDDLE SCHOOL RENOVATIONS

GALVESTON I.S.D.

3014 SEALY AVENUE
GALVESTON, TX 77550

CPR #3

07/05/2023

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MR. MICHAEL LE	DIRECTOR OF MANAGEMENT INFORMATION SYSTEMS (MIS)
MR. JEFF MARTELLO	CHIEF FINANCIAL OFFICER
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MS. BRITTANY VEGAS	EXECUTIVE DIRECTOR GALVESTON ISD EDUCATIONAL FOUNDATION
MS. LEA WALKER	DIRECTOR OF PEIMS

OWNER
GALVESTON ISD
 3904 AVENUE T
 GALVESTON, TX 77550
 T 409-766-5100

ARCHITECT
PBK ARCHITECTS
 11 GREENWAY PLAZA, 22ND FL
 HOUSTON, TX 77046
 T 713-965-0608

PROGRAM MANGER
ZERO SIX CONSULTING LLC
 1027 23RD ST.
 GALVESTON, TX 77550
 T 406-740-0090

MEPT ENGINEER
LEAF ENGINEERS
 11 GREENWAY PLAZA, 15TH FL
 HOUSTON, TX 77046
 T 713-940-3300

GENERAL ARCH DEMOLITION NOTES

- DEMOLITION PLANS INDICATE SOME OF THE SCOPE OF WORK INVOLVED FOR THE DEMOLITION PHASE OF THIS PROJECT. CONTRACTOR SHALL REVIEW ALL SHEETS FOR ADDITIONAL DEMOLITION SCOPE.
- CONTRACTOR SHALL VERIFY EXISTING SITE AND BUILDING CONDITIONS AND DIMENSIONS IN THE FIELD PRIOR TO DEMOLITION ACTIVITIES AND WORK.
- CONTRACTOR SHALL NOTIFY ARCHITECT OF ANY DISCREPANCIES IN WRITING.
- CONTRACTOR SHALL NOTIFY ARCHITECT AND OWNER OF ANY POSSIBLE ASBESTOS CONTAINING MATERIAL DISCOVERED BEFORE PROCEEDING WITH WORK. PROTECT INTERIOR CONSTRUCTION TO REMAIN DURING DEMOLITION AND CONSTRUCTION.
- CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS BEFORE COMMENCING WORK.
- AFTER AWARD OF THE CONTRACT, CHANGE ORDER REQUESTS FOR ADDITIONAL WORK WILL NOT BE APPROVED IF THE WORK COULD HAVE BEEN ANTICIPATED DURING A SITE VISIT BY THE CONTRACTOR.
- CONTRACTOR SHALL NOT SCALE DRAWINGS.
- CONTRACTOR SHALL PROVIDE ALL NECESSARY TEMPORARY SHORING, TEMPORARY BRACING, AND OR TEMPORARY SUPPORTS AS REQUIRED TO MAINTAIN STRUCTURAL INTEGRITY OF EXISTING STRUCTURE TO REMAIN AND OR EXISTING BUILDING ELEMENTS TO REMAIN.
- CONTRACTOR IS TO VERIFY THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO DEMOLITION ACTIVITIES AND WORK.
- CONTRACTOR SHALL REMOVE TRASH AND DEBRIS REGULARLY AS NECESSARY TO ELIMINATE INTERFERENCE WITH ROADS, STREET, WALKS, AND ALL OTHER ADJACENT FACILITIES.
- CONTRACTOR SHALL REMOVE TRASH AND DEBRIS FROM THE SITE ON A DAILY BASIS.
- CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION OF TEMPORARY DUST AND OR SOUND PARTITION BETWEEN CONSTRUCTION AREA AND AREAS NOT IN SCOPE AS NECESSARY. DEMOLITION ACTIVITIES SHALL BE PERFORMED SO AS TO PRODUCE MINIMAL DISTURBANCE TO EXISTING FACILITY AND OCCUPANTS (I.E. MINIMIZE EXCESSIVE AND PROLONGED NOISE LEVELS AND DUST).
- ALL EXISTING EQUIPMENT THAT REMAINS SHALL BE PROTECTED DURING DEMOLITION AND OR CONSTRUCTION TO PREVENT DAMAGE. ANY DAMAGE TO REMAINING EXISTING EQUIPMENT SUSTAINED DURING DEMOLITION AND OR CONSTRUCTION SHALL BE EQUIVALENTLY REPLACED OR EQUIVALENTLY REPAIRED AT NO COST TO THE OWNER.
- OWNER HAS RIGHT OF FIRST REFUSAL OF ALL ITEMS REMOVED AS PART OF THE SCOPE OF WORK, WHETHER IDENTIFIED AS SALVAGE OR NOT.
- NOTIFY THE BUILDING OWNER OF ANY MATERIALS, FIXTURES, ETC. TO BE REMOVED THAT ARE DEEMED SALVAGEABLE. TURN OVER ANY REQUESTED ITEMS TO THE BUILDING OWNER IN GOOD AND CLEAN CONDITION.
- ALL FURNITURE WILL BE REMOVED OR RELOCATED BY THE OWNER AS NECESSARY PRIOR TO THE COMMENCEMENT OF DEMOLITION WORK OF THIS PROJECT. CONTRACTOR SHALL COORDINATE WITH OWNER AS REQUIRED.
- REMOVE EXISTING CONSTRUCTION TO THE EXTENT INDICATED ON THE DRAWINGS. SHOULD ANY DAMAGE OCCUR TO ANY EXISTING CONSTRUCTION TO REMAIN, THE CONTRACTOR SHALL REPAIR THE DAMAGE TO MATCH EXISTING AND OR ADJACENT CONSTRUCTION AT NO COST TO THE OWNER.
- MAINTAIN ANY AND ALL EXISTING FIRE-RATED ASSEMBLIES THAT ARE TO REMAIN, AND THEIR ASSOCIATED FIRE RATINGS, INCLUDING BUT NOT LIMITED TO ALL ASSOCIATED EXISTING FIRE-RATED OPENINGS, ALL ASSOCIATED EXISTING FIRE-RATED PENETRATIONS, AND ALL ASSOCIATED EXISTING FIRE-RATED FIRE STOPPING CONDITIONS.
- WHEN UNANTICIPATED MECHANICAL, ELECTRICAL, OR STRUCTURAL ELEMENTS THAT CONFLICT WITH THE INTENDED FUNCTION OR DESIGN ARE ENCOUNTERED, DETERMINE THE NATURE AND EXTENT OF THE CONFLICT AND NOTIFY THE ARCHITECT IMMEDIATELY FOR RESOLUTION.
- REMOVE PATCH AND REPAIR ALL ABANDONED ROOF PENETRATIONS RESULTING FROM WORK.
- SAW-CUT AND REMOVE EXISTING FLOOR FINISHES AND FLOOR SLAB AS REQUIRED TO INSTALL NEW FIXTURES, ITEMS, AND OR DEVICES FOR ALL SCOPE-OF-WORK PERTAINING TO NEW MECHANICAL WORK, NEW PLUMBING UTILITIES, NEW PLUMBING WORK, NEW ELECTRICAL WORK, AND NEW TECHNOLOGY WORK. SPLICE NEW REINFORCING BARS DOWELED INTO EXISTING CONCRETE AND PROVIDE NEW VAPOR RETARDER AND NEW CONTINUOUS WATERSTOPS AT JOINT BETWEEN NEW CONCRETE FLOOR SLAB AND EXISTING CONCRETE FLOOR SLAB. PATCH WITH NEW 3,500 PSI MINIMUM CONCRETE AND PREPARE FLOOR, INCLUDING NEW CONCRETE, TO RECEIVE NEW FLOOR FINISHES. COORDINATE WITH STRUCTURAL.
- EXISTING WALLS (OR PORTIONS OF WALLS) TO BE REMOVED SHALL BE CUT FLUSH WHERE INTERSECTING WITH WALLS TO REMAIN. REMAINING WALLS TO BE PATCHED AND FINISHED SMOOTH.
- NEW OPENINGS TO BE CUT IN EXISTING WALLS SHALL BE SAW-CUT AT LOCATIONS INDICATED TO THE HEIGHT AND WIDTH INDICATED. NEW LINTELS SHALL BE INSTALLED TO SUPPORT EXISTING WALL CONSTRUCTION ABOVE AS INDICATED ON THE DRAWINGS, OR IF NOT INDICATED, AS REQUIRED FOR NEW WALL CONSTRUCTION PER STRUCTURAL DRAWINGS. COORDINATE LOCATIONS OF ALL NEW OPENINGS IN EXISTING WALLS AND PARTITIONS WITH ARCHITECTURAL PLANS.
- WHERE EXISTING WALL OPENINGS ARE TO BE NEWLY CLOSED-OFF, REMOVE ANY EXISTING OPENING FRAME AND PATCH AND REPAIR EXISTING WALL TO MATCH EXISTING ADJACENT MATERIALS AND FINISHES, U.N.O.
- WHERE EXISTING INTERIOR WALLS ARE REPLACED OR REMOVED, REMOVE MEPT SYSTEMS BACK TO PANEL, OR MECHANICAL ROOM, OR FARTHEST POSSIBLE POINT WITHOUT DISTURBING EXISTING CONSTRUCTION. REMOVE EXISTING MECHANICAL EQUIPMENT, RELOCATE POWER PER MEPT DRAWINGS.
- REFER TO MEPT DRAWINGS FOR DEMOLITION OF MEPT SYSTEMS. IDENTIFY WORK REQUIRED BY THIS CONTRACTOR WHICH MAY AFFECT DEMOLITION AND OR REPAIRS OF ARCHITECTURAL ELEMENTS. COORDINATE WITH RELATED SUBCONTRACTORS THE EXTENT OF ALL DEMOLITION WORK.
- PATCH FLOORS, WALLS CEILING WHICH REMAIN AT LOCATIONS WHERE PIPES, CONDUITS, ETC. ARE REMOVED AS REQUIRED TO MATCH EXISTING CONDITIONS OR TO RECEIVE NEW FINISHES.
- WHERE EXISTING FINISH FLOOR IS REMOVED, PREPARE FLOOR SURFACE TO RECEIVE NEW FLOORING.
- ALL DASHED LINES ARE DEMOLITION LINES U.N.O.

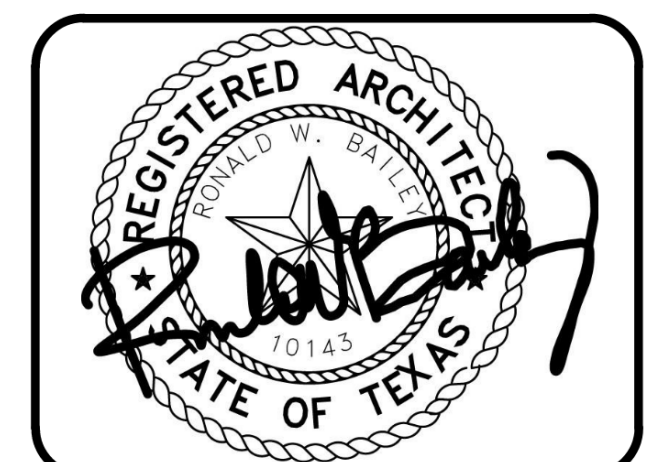


ARCHITECT PBK Architects, Inc.
HOUSTON
11 Greenway Plaza, 22nd Floor
Houston, TX 77046
713-965-0608 P
713-961-4571 F
TX Firm BR 1626

ENGINEER
113195-1027
STRUCTURAL
KUBALA ENGINEERS
113195-1027
MEP
LEAF ENGINEERS
113195-1027
BUILDING ENVELOPE
MEAN PROFESSIONALS
113195-1027

CENTRAL MIDDLE SCHOOL RENOVATIONS

3014 SEALY AVENUE
GALVESTON, TX 77550
CPR #3



CLIENT GALVESTON I.S.D.
DATE 07/05/2023 PROJECT NUMBER 220431

No.	Description	Date

CPR #3
BUILDING NUMBER
1ST FLOOR
DEMOLITION PLAN -
COMPOSITE

AD101



DEMOLITION PLAN LEGEND

- EXISTING BUILDING
- DEMO FOUNDATION
- DEMO FLOORING
- DEMO WALL
- DEMO FLOORING, CEILING & LIGHTING SYSTEMS
- DEMO CEILING & LIGHTING
- DEMO DOOR
- DEMO WINDOW

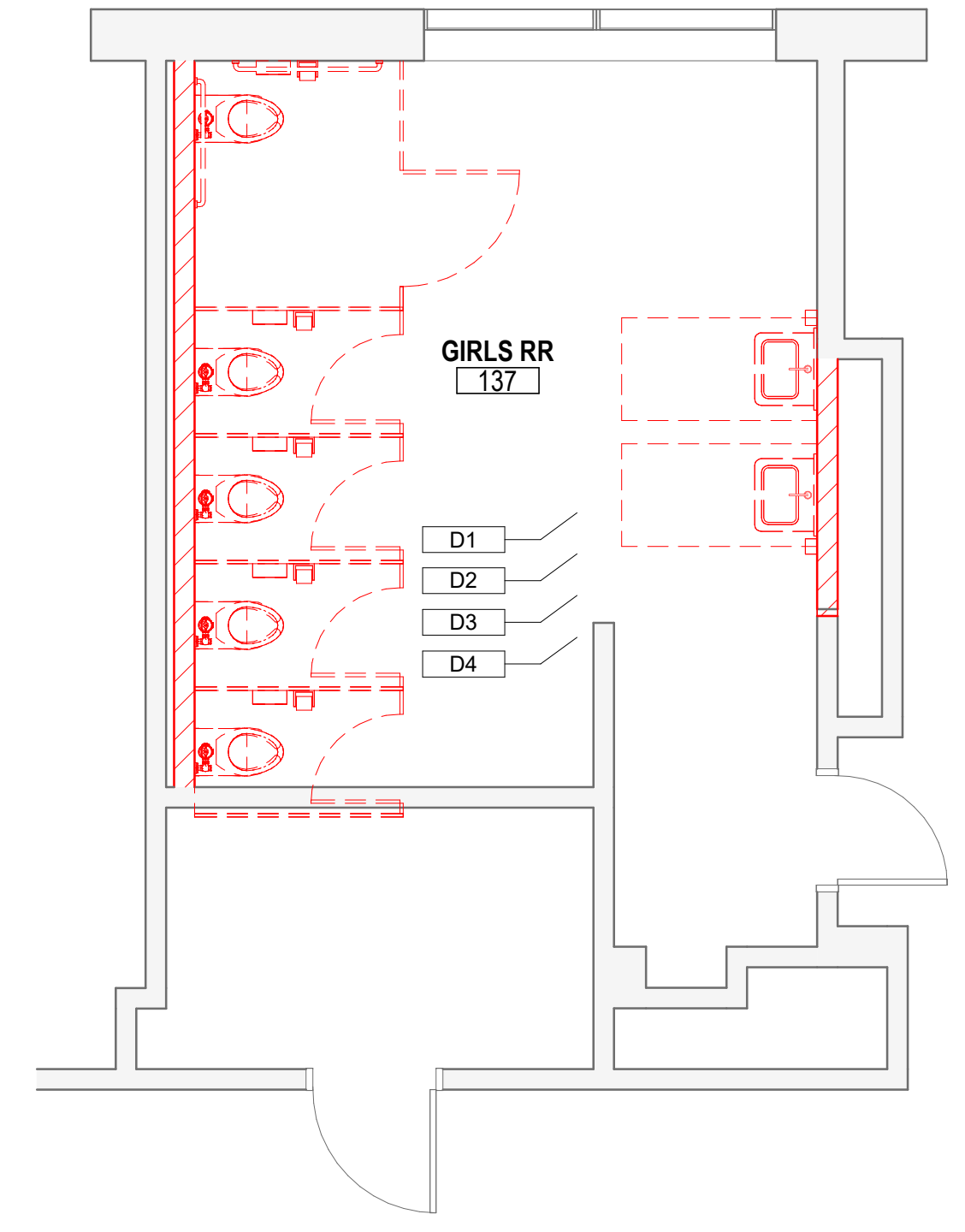
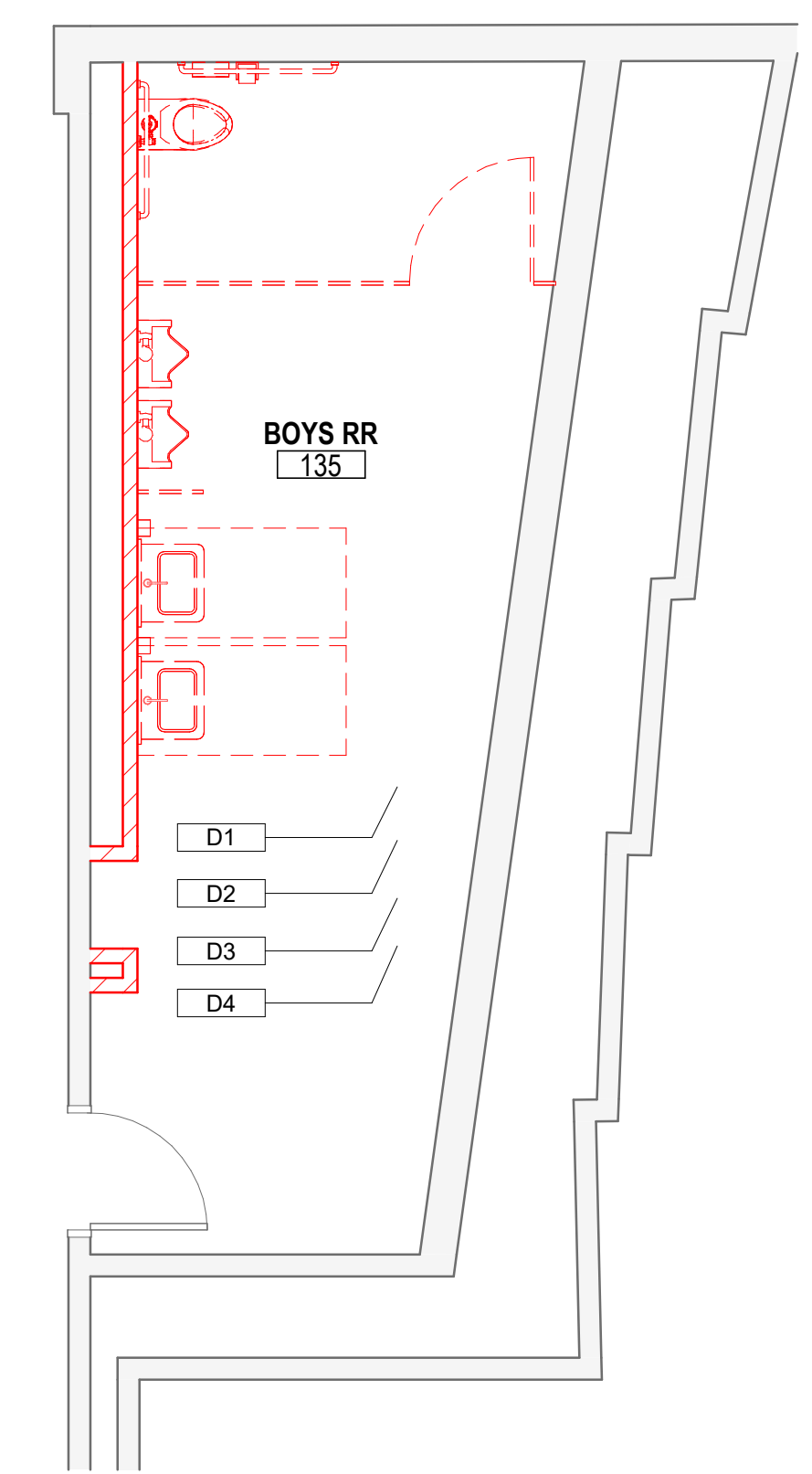
06 1ST LEVEL - FLOOR PLAN - COMPOSITE DEMO
3/8" = 1'-0"

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- SAW-CUT AND REMOVE EXISTING FLOOR FINISHES AND FLOOR SLAB AS REQUIRED TO INSTALL NEW FIXTURES, ITEMS, AND OR DEVICES FOR ALL SCOPE-OF-WORK PERTAINING TO NEW MECHANICAL WORK, NEW PLUMBING UTILITIES, NEW PLUMBING WORK, NEW ELECTRICAL, WORK, AND NEW TECHNOLOGY WORK. SPlice NEW REINFORCING BARS DOWELED INTO EXISTING CONCRETE AND PROVIDE NEW VAPOR RETARDER AND NEW CONTINUOUS WATERSTOPS AT JOINT BETWEEN NEW CONCRETE FLOOR SLAB AND EXISTING CONCRETE FLOOR SLAB. PATCH WITH NEW 3,500 PSI MINIMUM CONCRETE AND PREPARE FLOOR, INCLUDING NEW CONCRETE, TO RECEIVE NEW FLOOR FINISHES. COORDINATE WITH STRUCTURAL.
- EXISTING WALLS (OR PORTIONS OF WALLS) TO BE REMOVED SHALL BE CUT FLUSH WHERE INTERSECTING WITH WALLS TO REMAIN. REMAINING WALLS TO BE PATCHED AND FINISHED SMOOTH.
- NEW OPENINGS TO BE CUT IN EXISTING WALLS SHALL BE SAW-CUT AT LOCATIONS INDICATED TO THE HEIGHT AND WIDTH INDICATED. NEW LINTELS SHALL BE INSTALLED TO SUPPORT EXISTING WALL CONSTRUCTION ABOVE AS INDICATED ON THE DRAWINGS, OR IF NOT INDICATED, AS REQUIRED FOR NEW WALL CONSTRUCTION PER STRUCTURAL DRAWINGS. COORDINATE LOCATIONS OF ALL NEW OPENINGS IN EXISTING WALLS AND PARTITIONS WITH ARCHITECTURAL PLANS.
- WHERE EXISTING WALL OPENINGS ARE TO BE NEWLY CLOSED-OFF, REMOVE ANY EXISTING OPENING FRAME AND PATCH AND REPAIR EXISTING WALL TO MATCH EXISTING ADJACENT MATERIALS AND FINISHES, U.N.O.
- WHERE EXISTING INTERIOR WALLS ARE REPLACED OR REMOVED, REMOVE MEPT SYSTEMS BACK TO PANEL, OR MECHANICAL ROOM, OR FARTHEST POSSIBLE POINT WITHOUT DISTURBING EXISTING CONSTRUCTION. REMOVE EXISTING MECHANICAL EQUIPMENT, RELOCATE POWER PER MEPT DRAWINGS.
- REFER TO MEPT DRAWINGS FOR DEMOLITION OF MEPT SYSTEMS. IDENTIFY WORK REQUIRED BY THIS CONTRACTOR WHICH MAY AFFECT DEMOLITION AND OR REPAIRS OF ARCHITECTURAL ELEMENTS. COORDINATE WITH RELATED SUBCONTRACTORS THE EXTENT OF ALL DEMOLITION WORK.
- PATCH FLOORS, WALLS OR CEILINGS WHICH REMAIN AT LOCATIONS WHERE FIRES, CONDUITS, ETC. ARE REMOVED AS REQUIRED TO MATCH EXISTING CONDITIONS OR TO RECEIVE NEW FINISHES.
- WHERE EXISTING FINISH FLOOR IS REMOVED, PREPARE FLOOR SURFACE TO RECEIVE NEW FLOORING.
- ALL DASHED LINES ARE DEMOLITION LINES U.N.O.

KEYNOTE LEGEND

NUMBER	DESCRIPTION
D1	REMOVE EXISTING CEILING TILE, GRID, LIGHTING AND ELECTRICAL DEVICES COMPLETELY. RE: MEP
D2	REMOVE EXISTING FLOORING AND BASE COMPLETELY. PATCH AND REPAIR SURFACE FOR NEW SCHEDULED CONSTRUCTION
D3	REMOVE EXISTING PLUMBING FIXTURES, PARTITIONS, AND ACCESSORIES COMPLETELY. PATCH AND REPAIR ADJACENT SURFACE FOR NEW SCHEDULED CONSTRUCTION. RE: MEP
D4	REMOVE EXISTING WALL TILE COMPLETELY. PATCH AND REPAIR SURFACE FOR NEW SCHEDULED CONSTRUCTION



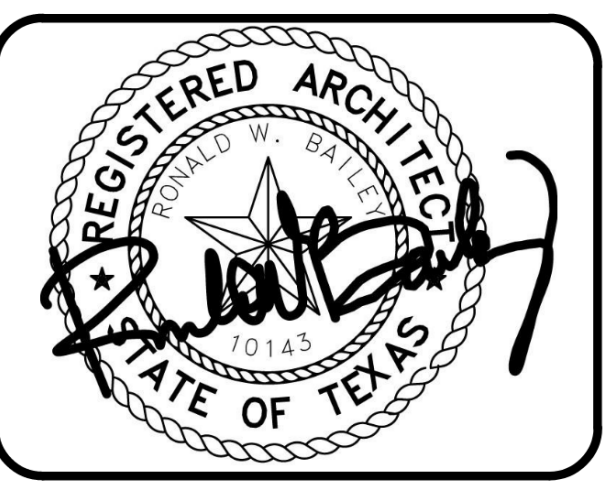
06 Boys Restroom @ Auditorium Enlarged Demo Plan
1/4" = 1'-0"

04 Girls Restroom @ Auditorium Enlarged Plan DEMO
1/4" = 1'-0"



ARCHITECT	PBK Architects, Inc. HOUSTON 11 Greenway Plaza, 22nd Floor Houston, TX 77046 713-965-0608 P 713-961-4571 F TX Firm BR 1628
DESIGNER	2023 113145-1027
STRUCTURAL	KUBALA ENGINEERS 113145-1027
MEP	LEAF ENGINEERS 113145-1027
BUILDING ENVELOPE	BLUM PROFESSIONALS 113145-1027

CENTRAL MIDDLE SCHOOL RENOVATIONS



CLIENT	GALVESTON I.S.D.
DATE	07/05/2023
PROJECT NUMBER	220431

No.	Description	Date

CPR #3
BUILDING NUMBER

ENLARGED FLOOR PLANS DEMO

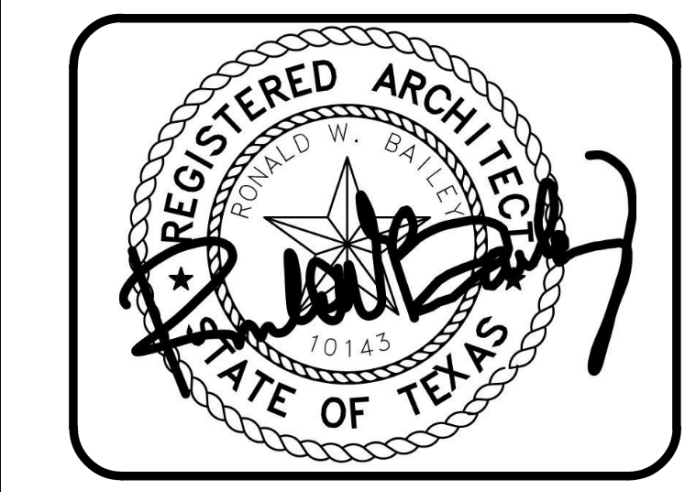
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ARCHITECT	PBK Architects, Inc. HOUSTON 11 Greenway Plaza, 22nd Floor Houston, TX 77046 713-965-0688 P 713-961-4571 F TX Firm: 88-1688
DESIGNER	113-965-0688
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MEP	LEAF ENGINEERS 113-965-0688
BUILDING ENVELOPE	MEAN PROFESSIONALS 113-965-0688

CENTRAL MIDDLE SCHOOL RENOVATIONS



CLIENT	GALVESTON I.S.D.
DATE	07/05/2023
PROJECT NUMBER	220431

No.	Description	Date

CPR #3
BUILDING NUMBER

1ST FLOOR PLAN - COMPOSITE

This document is for interim review only.



06 1ST LEVEL - FLOOR PLAN - COMPOSITE
3/64" = 1'-0"

MECHANICAL PIPING LEGEND table with columns: DESCRIPTION, ABBV. Includes items like PUMPED CONDENSATE RETURN, HOT WATER SUPPLY, CONDENSER WATER RETURN, etc.

MECHANICAL PIPING SYMBOLS LEGEND table with columns: DRAWINGS, DETAILS, DESCRIPTION. Includes symbols for DIRECTION OF FLOW, DROP IN PIPE, RISE IN PIPE, GATE VALVE, BALL VALVE, CHECK VALVE, etc.

NOTES: 1. NOT ALL SYMBOLS MAY BE USED ON THESE DRAWINGS.

MECHANICAL RENOVATIONS NOTES table with 11 numbered items detailing contractor responsibilities for existing conditions, patching, drains, chilled water loops, cable runs, pipe supports, ceiling, and air handling units.

MECHANICAL DEMOLITION NOTES table with 5 numbered items detailing equipment scheduled for replacement, patching, and field verification.

MECHANICAL SYMBOLS LEGEND table with columns: SYMBOL, DESCRIPTION, ABBV. Includes symbols for SUPPLY AIR CEILING DIFFUSER, RETURN AIR GRILLE / REGISTER, EXHAUST GRILLE / REGISTER, LINEAR SLOT DIFFUSER, etc.

NOTES: 1. NOT ALL SYMBOLS MAY BE USED ON THESE DRAWINGS.

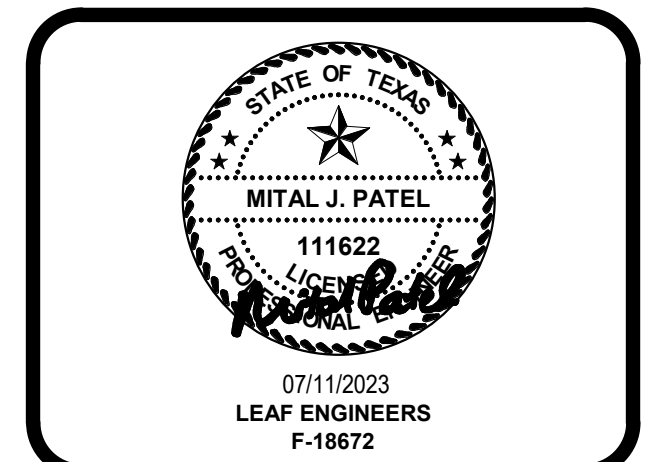
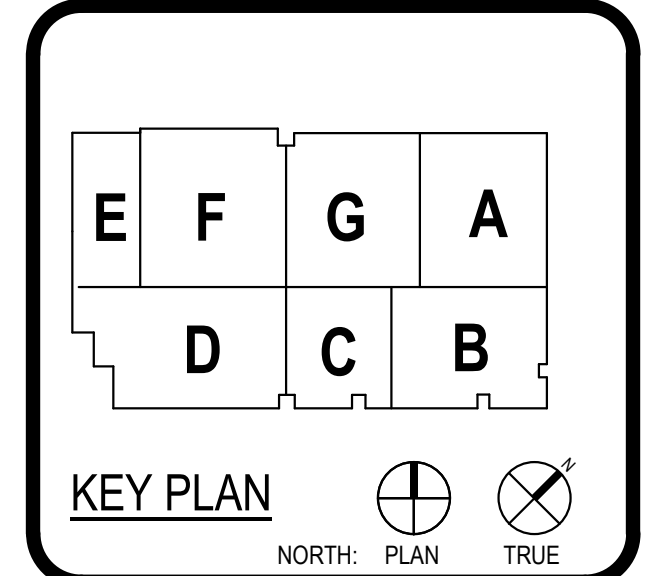
MECHANICAL GENERAL NOTES table with 19 numbered items covering work performance, materials, ductwork fabrication, coordination, equipment cleaning, fire/smoke dampers, louvers, access panels, insulation, and sensor installation.



ARCHITECT HOUSTON PBK Architects, Inc. 11 Greenway Plaza, 22nd Floor Houston, TX 77046



CENTRAL MIDDLE SCHOOL RENOVATIONS 3014 SEALY AVENUE GALVESTON, TX 77550



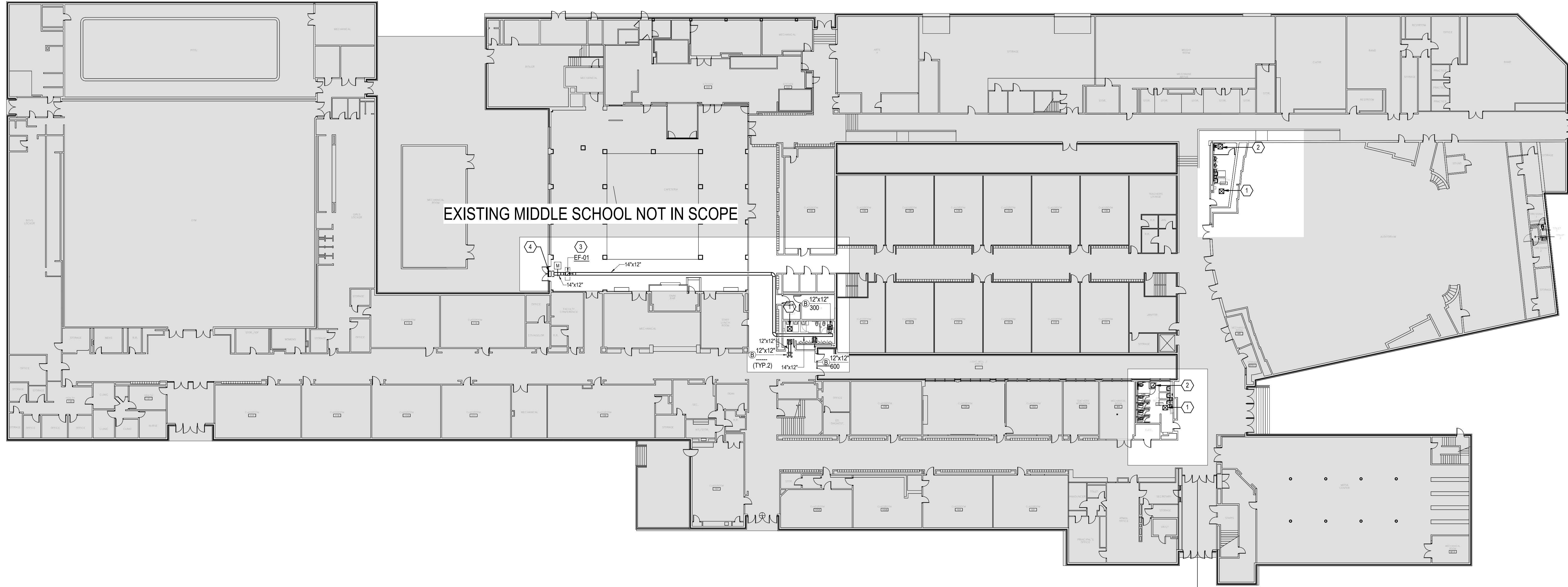
DRAWING HISTORY table with columns: No., Description, Date. Includes entry for CPR 3.

MECHANICAL GENERAL NOTES AND LEGENDS

M-001

MECHANICAL KEYED NOTES:

- ① PROVIDE NEW SUPPLY AIR GRILLE AND CONNECT TO EXISTING SUPPLY DUCT WITH SIMILAR NECKSIZE AND TYPE OF GRILLE OF EXISTING. MATCH NEW AIR DEVICE WITH NEW REFLECTED CEILING PLAN. REFER TO ARCHITECT DRAWING.
- ② PROVIDE NEW EXHAUST AIR GRILLE AND CONNECT TO EXISTING EXHAUST DUCT WITH SIMILAR NECKSIZE AND TYPE OF GRILLE OF EXISTING. MATCH NEW AIR DEVICE WITH NEW REFLECTED CEILING PLAN. REFER TO ARCHITECT DRAWING.
- ③ PROVIDE NEW EXHAUST FAN. FAN SHALL BE MONITORED FOR STATUS AND ENABLE/DISABLE BY EXISTING BUILDING AUTOMATION SYSTEM. INTERLOCK FAN TO RUN WITH ASSOCIATED AIR HANDLING UNIT. INTERLOCK ASSOCIATED MOTORIZED DAMPER WITH FAN TO OPEN/CLOSE WHEN FAN IS ENERGIZED/DE-ENERGIZED.
- ④ 28"x16" EXHAUST AIR LOUVER. REFER TO ARCHITECTURAL SPECIFICATION FOR FINAL FINISH AND LOCATION.



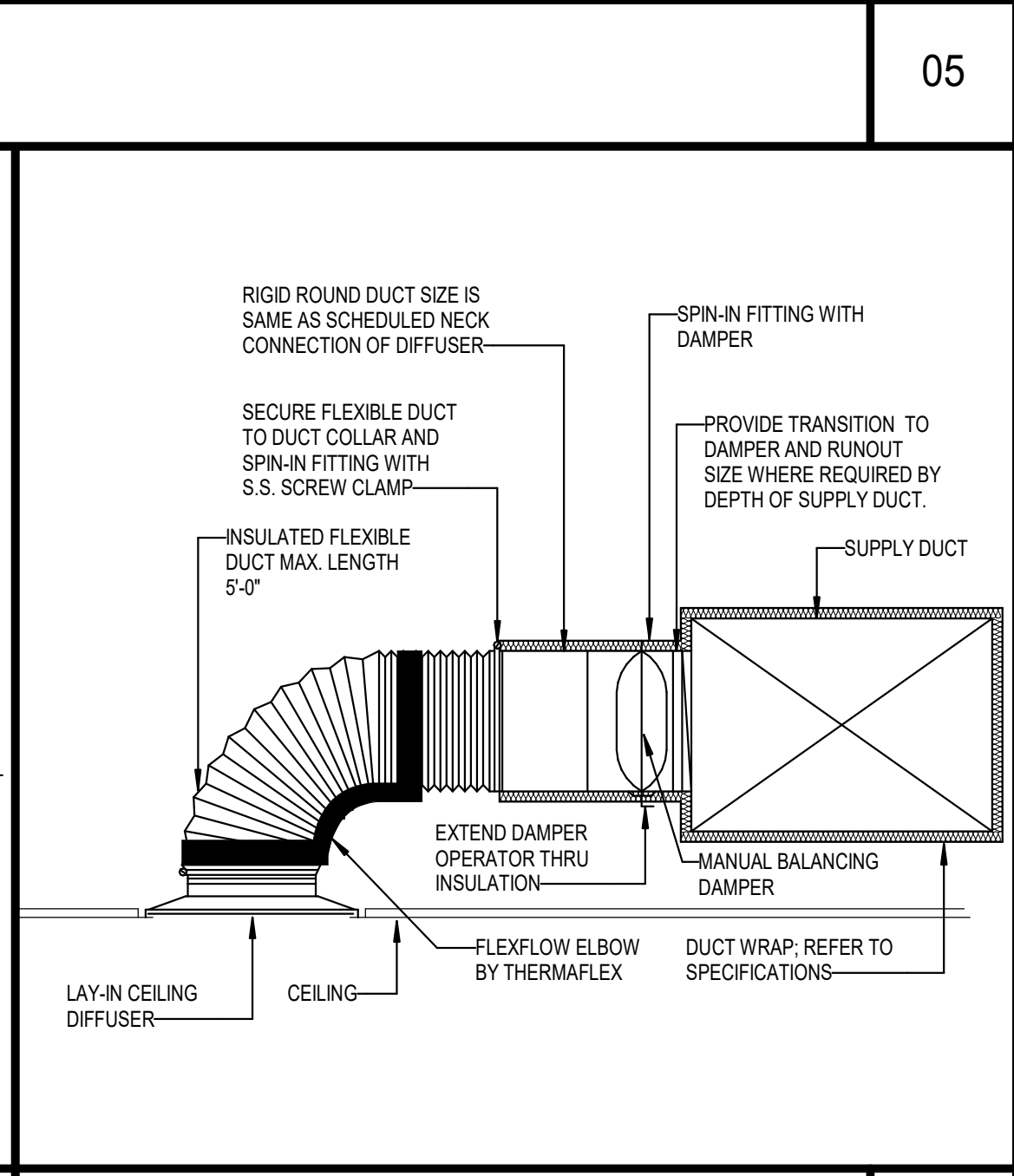
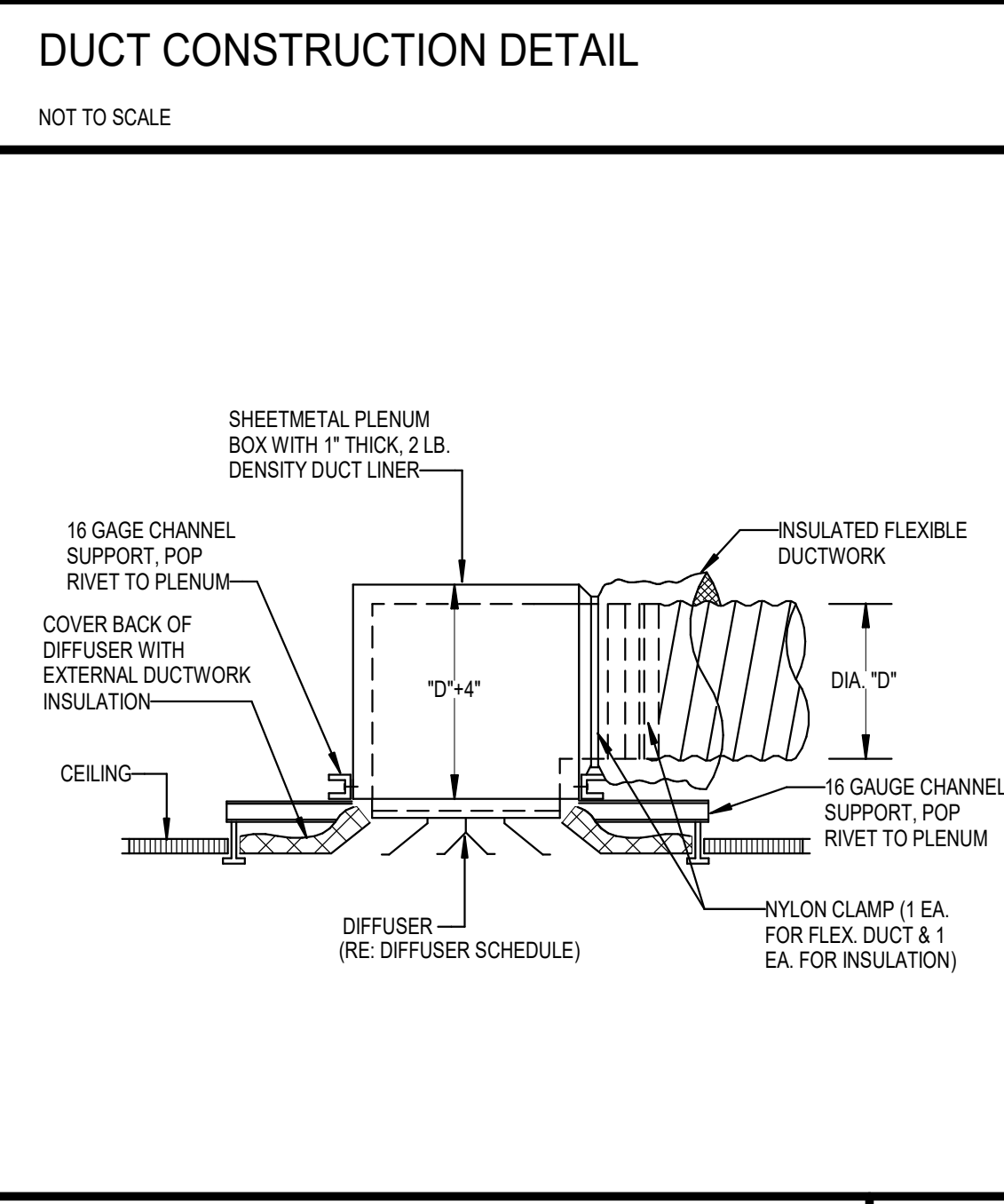
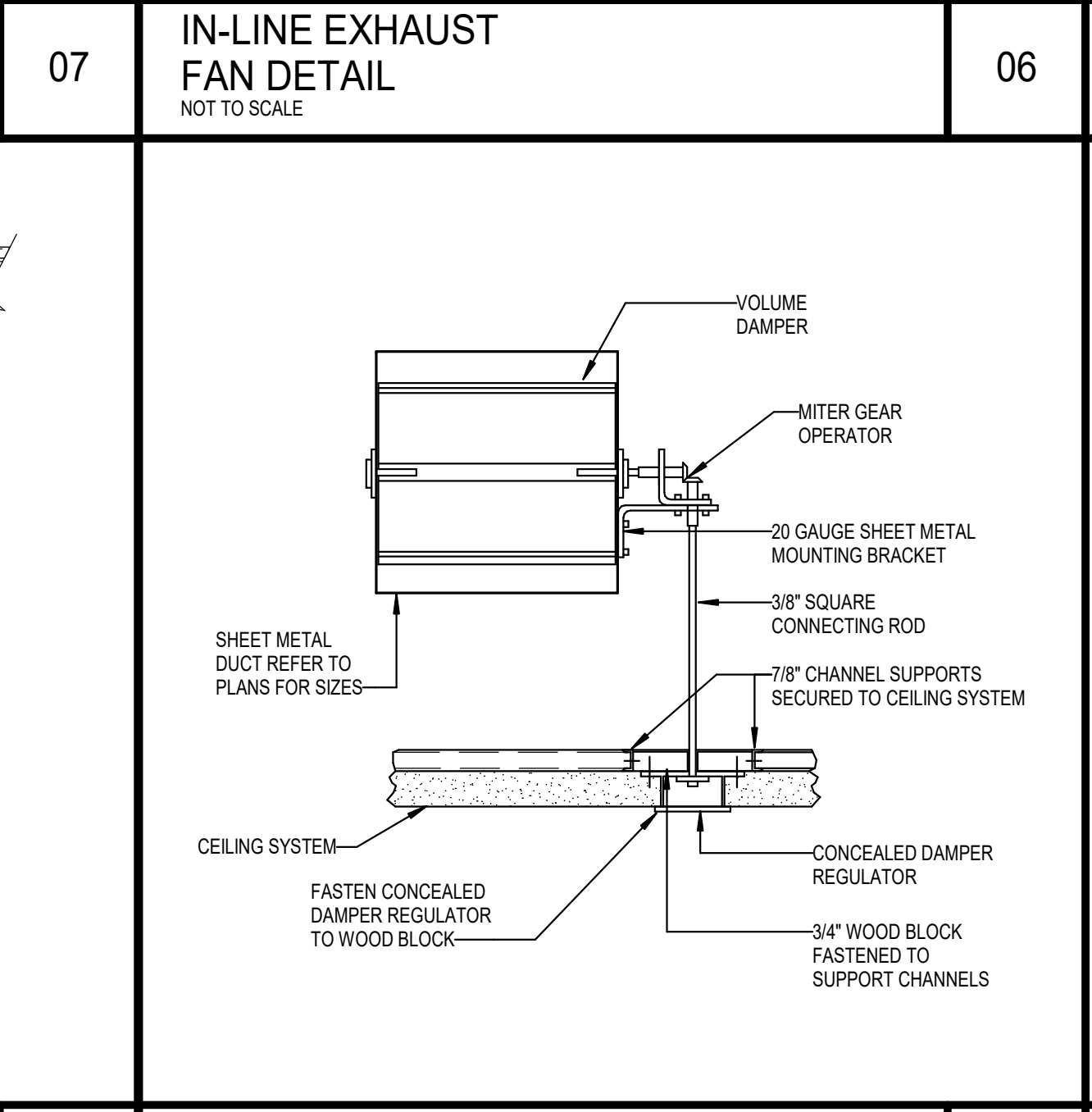
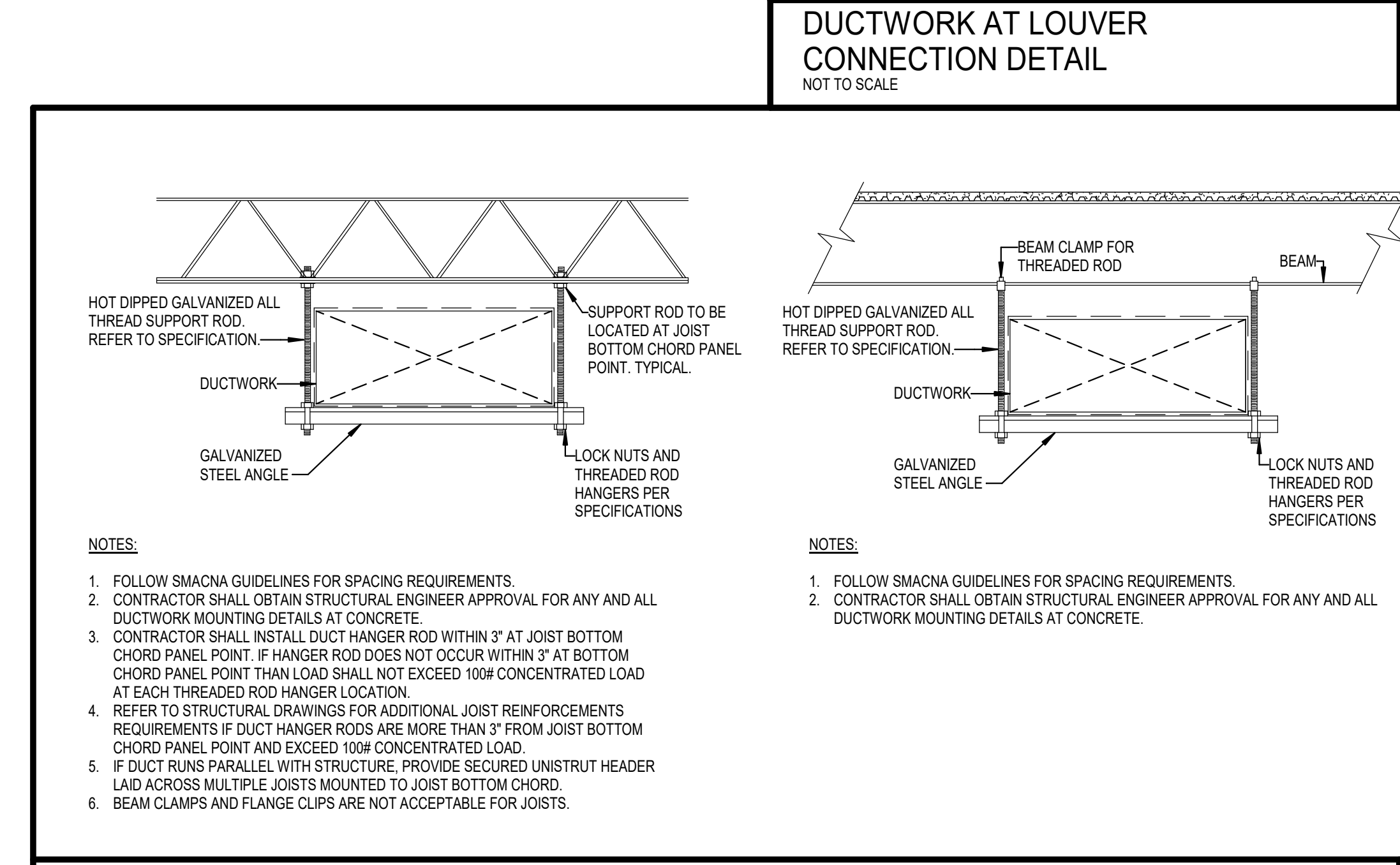
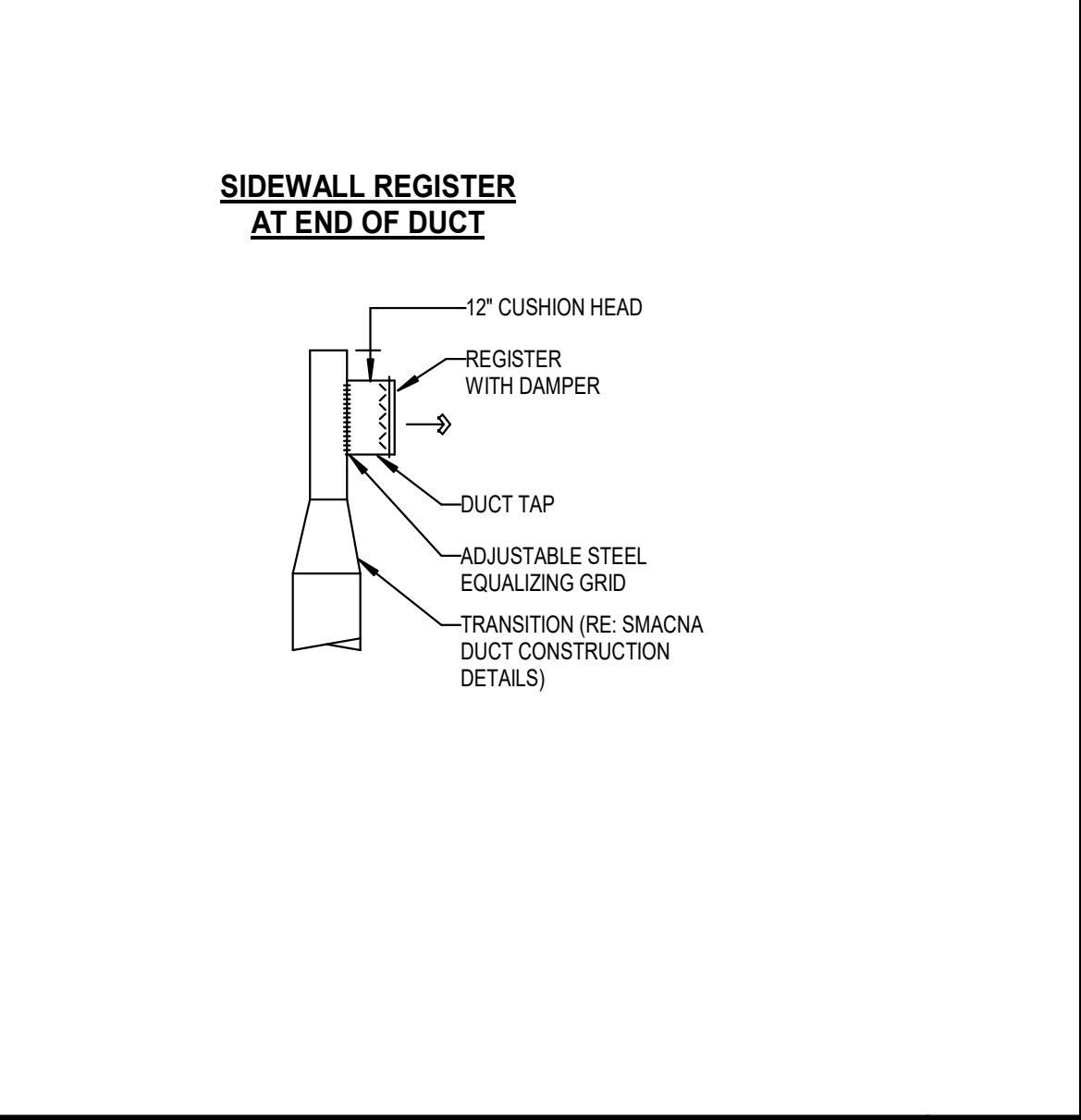
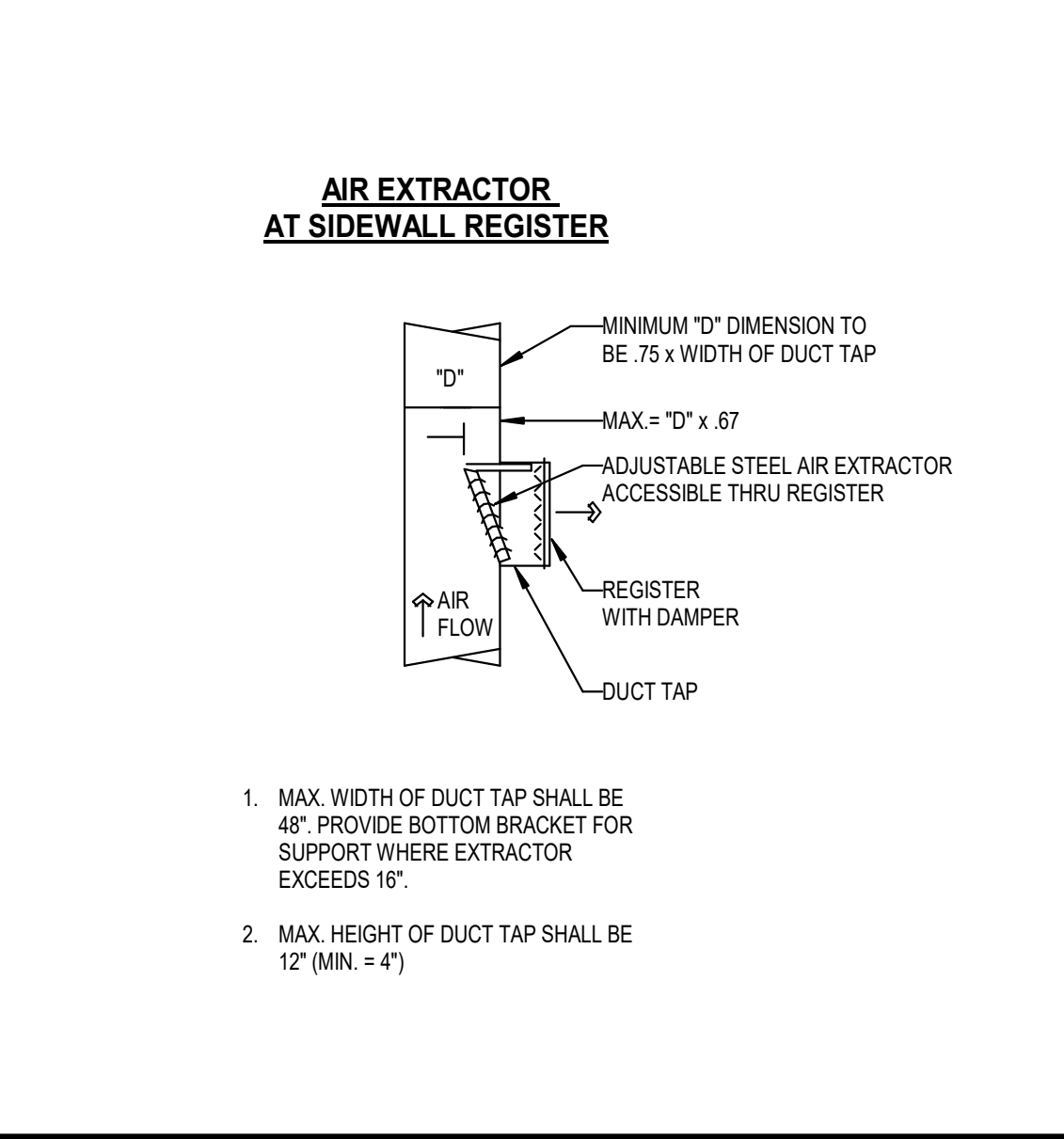
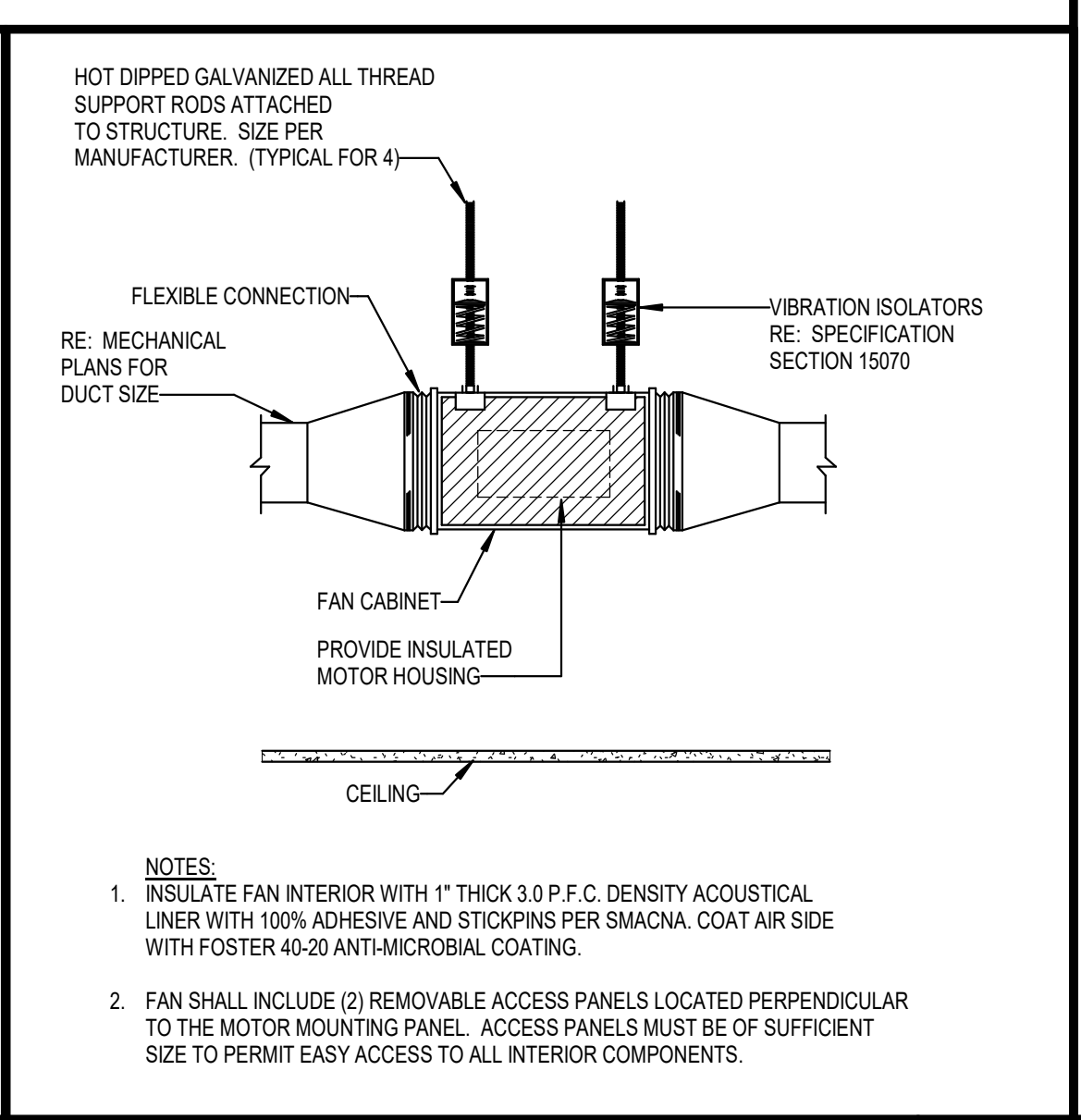
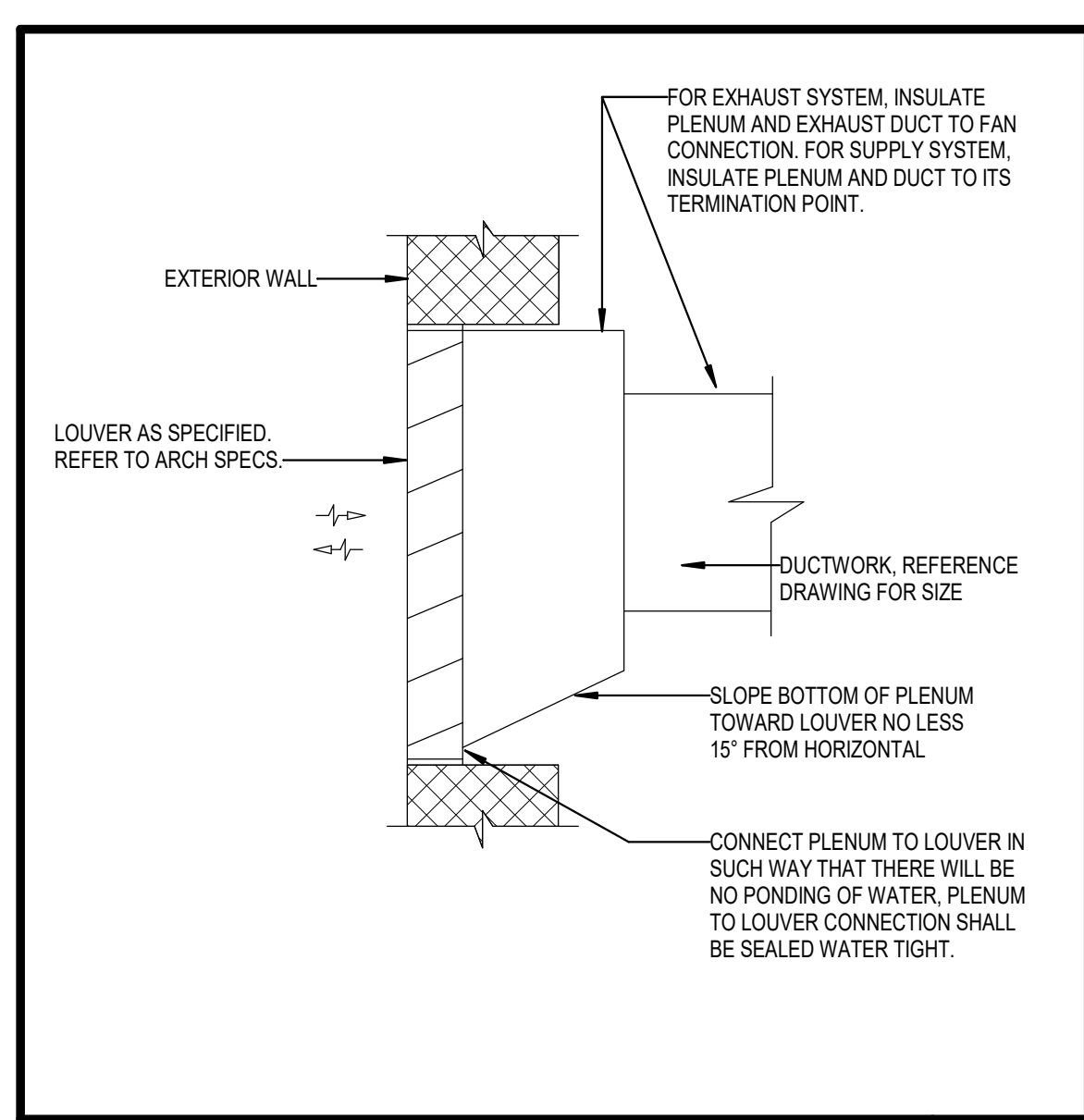
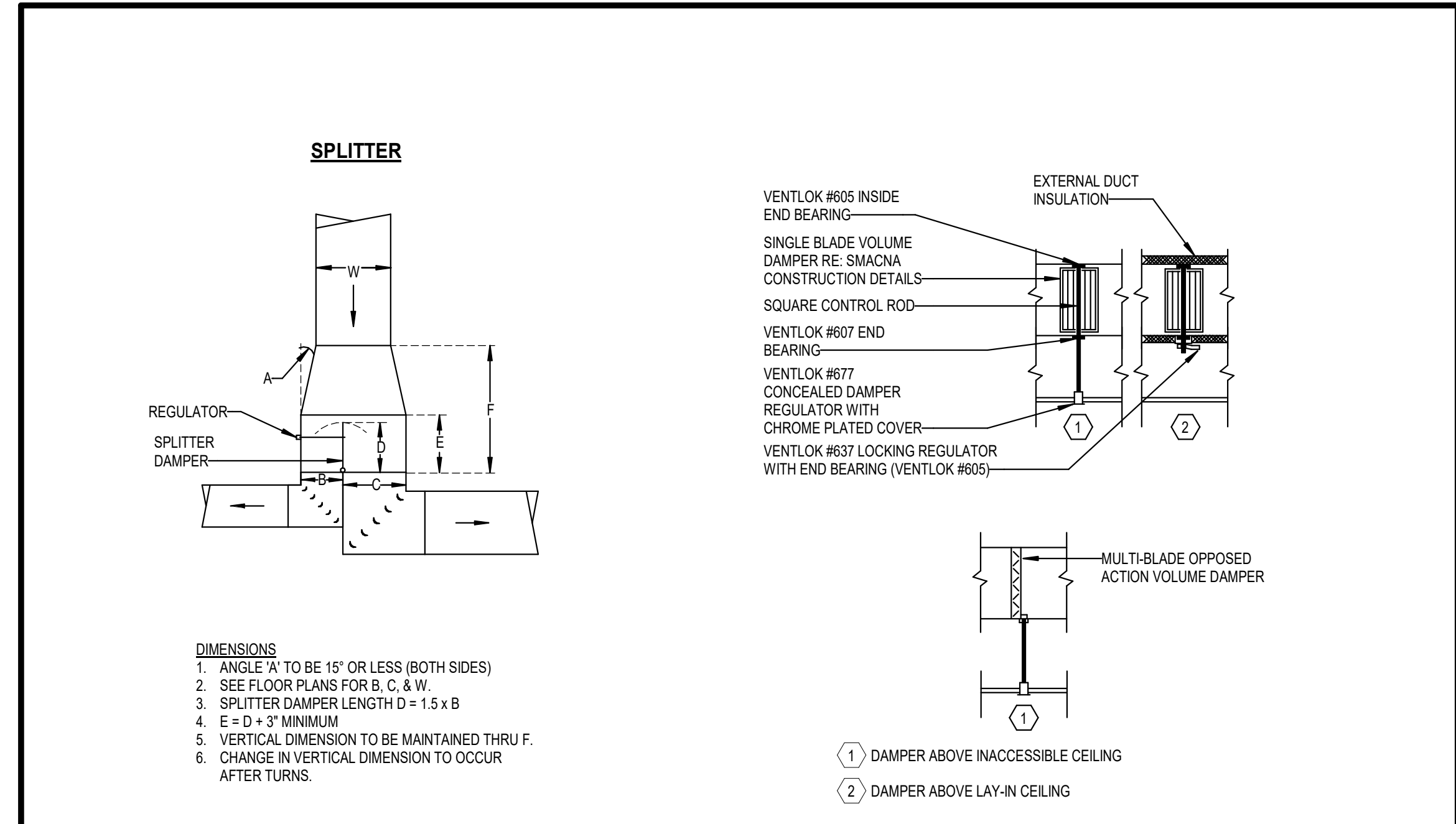
CPR 3

FAN SCHEDULE														
DESIGNATION	LOCATION	SERVICE	MANUFACTURER	MODEL NUMBER	NOTES	WEIGHTS (LBS)	FAN DATA							
							TYPE	DRIVE	CFM	STATIC PRESSURE (" W.G.)	MOTOR HP (MIN.)	RPM (MAX.)	VOLT / Ø / HZ	
EE-01	PLENUM	BOY'S RESTROOM	GREENHECK	50	1-7	250	CENTRIFUGAL	DIRECT	900	1.50		1/2	1.725	120 / 1 / 60

1. REFERENCE ELECTRICAL DRAWINGS FOR ELECTRICAL DATA.
2. REFERENCE SPECIFICATIONS FOR SEQUENCE OF OPERATIONS.
3. FAN SHALL BE PROVIDED WITH GREENHECK VARI-GREEN® CONTROL AND ECM MOTOR. STARTER SHALL BE PROVIDED BY FAN MANUFACTURER. JUNCTION BOX AND VARI-GREEN TRANSFORMER SHALL BE FACTORY MOUNTED AND WIRED.
4. IN-LINE EXHAUST FAN TO BE INTERLOCKED WITH ASSOCIATED AHU SERVING THE RESTROOM. INTERLOCK ASSOCIATED MOTORIZED DAMPER WITH FAN.

DIFFUSERS, REGISTERS & GRILLES SCHEDULE			
DESIGNATION	MODEL NUMBER	NOISE CRITERIA (NC)	DESCRIPTION
A	TITUS TDCA	25	24x24 MODULE SIZE, LAY-IN BORDER TYPE, 1/4" X 1/8" NECK SIZE WITH ROUND DUCT CONNECTION SIZED AS INDICATED ON PLANS. NO OPPOSED BLADE DAMPER. ALL STEEL CONSTRUCTION. PROVIDE WITH R-6 MOLDED INSULATION BLANKET.
B	TITUS PAR	25	24x24 MODULE SIZE, LAY-IN BORDER TYPE, 22"x22" NECK SIZE UNLESS NOTED OTHERWISE. NO OPPOSED BLADE DAMPER. ALL STEEL CONSTRUCTION. PROVIDE WITH R-6 MOLDED INSULATION BLANKET.
C	TITUS 500RS	25	DOUBLE DEFLECTION, 3/4" BLADE SPACING, FRONT BLADES PARALLEL TO SHORT DIMENSION, NO OPPOSED BLADE DAMPER, SURFACE MOUNTING BORDER TYPE WITH COUNTERSUNK HOLES. ALL STEEL CONSTRUCTION.
D	TITUS 509RL	25	3/4" BLADE SPACING, FRONT BLADES PARALLEL TO LONG DIMENSION, 5/8" FIXED DEFLECTION, NO OPPOSED BLADE DAMPER, SURFACE MOUNTING BORDER TYPE WITH COUNTERSUNK HOLES. ALL STEEL CONSTRUCTION.
E	TITUS TDCA	25	12x12 MODULE SIZE, LAY-IN BORDER TYPE, 3/4" NECK SIZE WITH ROUND DUCT CONNECTION SIZED AS INDICATED ON PLANS. NO OPPOSED BLADE DAMPER. ALL STEEL CONSTRUCTION. PROVIDE WITH R-6 MOLDED INSULATION BLANKET.
F	TITUS PAR	25	12x12 MODULE SIZE, LAY-IN BORDER TYPE, 1/4" X 1/8" NECK SIZE UNLESS NOTED OTHERWISE. NO OPPOSED BLADE DAMPER. ALL STEEL CONSTRUCTION. PROVIDE WITH R-6 MOLDED INSULATION BLANKET.

1. ALL DIFFUSER DESIGNATIONS MAY NOT BE USED ON PROJECT.
2. DIFFUSERS IN NATATORIUMS, SHOWER ROOMS, ADJACENT DRESSING ROOMS, OSHWASH ROOMS, AND THERAPY POOL ROOMS SHALL BE ALL ALUMINUM CONSTRUCTION.
3. PROVIDE ROTO-TWIST CABLE OPERATED DAMPERS AT IN GYP BOARD CEILINGS.



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DESIGNER
113305-0027
SERVICES/004
KUBALA ENGINEERS
113305-0027
MEP
LEAF ENGINEERS
113305-0027
BUILDING ENVELOPE
TEAM PROFESSIONALS
113305-0027

LEAF ENGINEERS

CENTRAL MIDDLE SCHOOL RENOVATIONS

3014 SEALY AVENUE
GALVESTON, TX 77550
CPR 3

INDEPENDENT SCHOOL DISTRICT
GALVESTON
Board of Trustees • Board of Supervisors

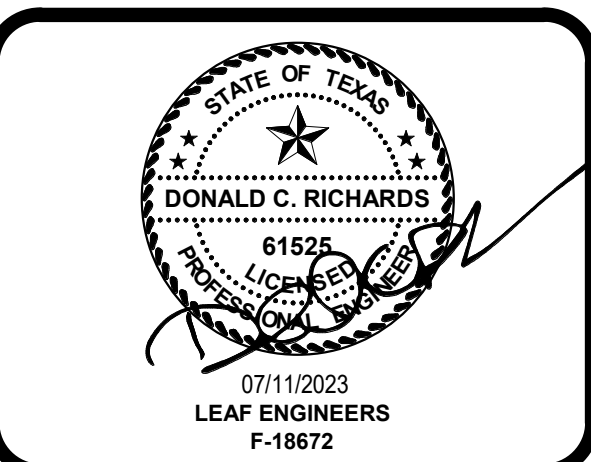
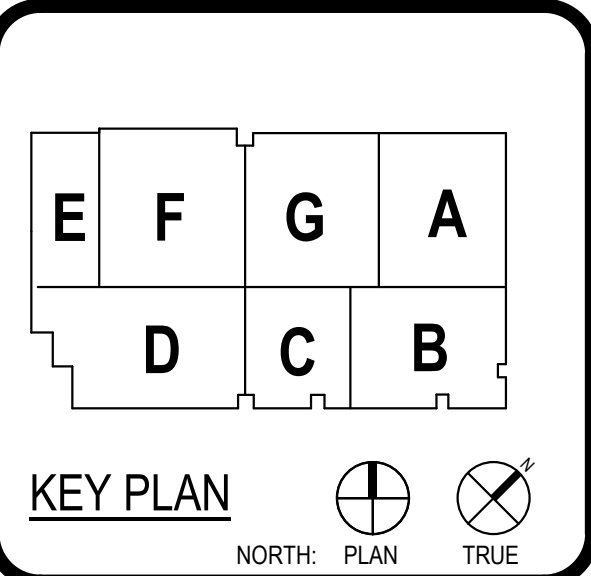
KEY PLAN
NORTH: PLAN TRUE

STATE OF TEXAS
MITAL J. PATEL
111622
07/11/2023
LEAF ENGINEERS
F-18672

CLIENT: GALVESTON I.S.D.
DATE: 07/11/2023 PROJECT NUMBER: 220431
DRAWING HISTORY
No. Description Date
CPR 3
BUILDING NUMBER

MECHANICAL SCHEDULES AND DETAILS

M-701



CLIENT: GALVESTON I.S.D.		
DATE: 07/11/2023	PROJECT NUMBER: 220431	
DRAWING HISTORY		
No.	Description	Date

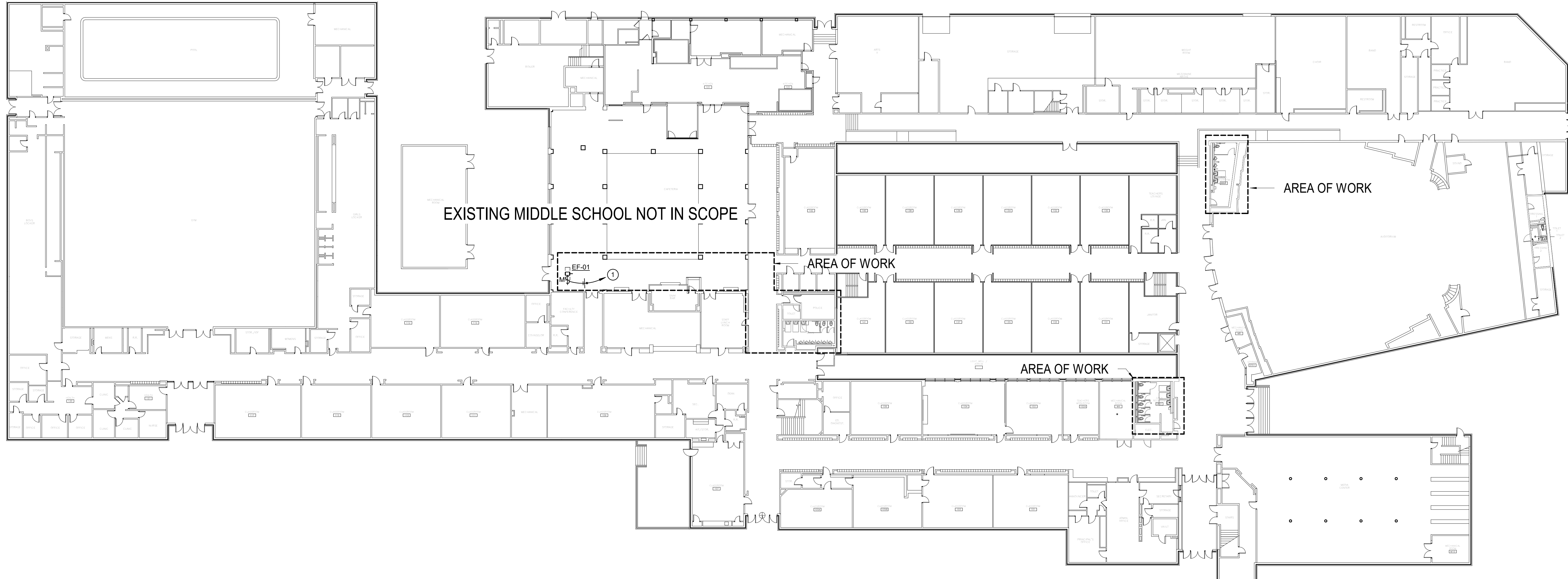
CPR 3
 BUILDING NUMBER
1ST FLOOR ELECTRICAL PLAN

POWER PLAN GENERAL NOTES:

- FOR EQUIPMENT OR DEVICES SHOWN ON ARCHITECTURAL DRAWINGS THAT REQUIRE POWER AND NOT IDENTIFIED ON ELECTRICAL PLANS, ASSUME AT A MINIMUM A DUPLEX OUTLET, A DEDICATED CIRCUIT WITH 2#12, 1#12G, 3#12C, WITH HOMERUN TO NEAREST 120/208V PANEL. ITEMS SUCH AS BUT NOT LIMITED TO ROLL DOWN DOORS, COUNTER DOORS, OVERHEAD GRILLES, DISPLAY CASES, HAND DRYERS, WATER COOLERS, ICE MAKERS, GARBAGE DISPOSALS, OSCILLATING FANS, LCD's, PROJECTORS, DISHWASHERS, MOTORIZED PROJECTION SCREENS, ETC.
- DATA/COMMUNICATION OUTLETS ARE SHOWN ON THIS DRAWING FOR COORDINATION PURPOSES ONLY. PROVIDE AND INSTALL ALL CONDUITS AND BACK BOXES REQUIRED BY LOW VOLTAGE SYSTEMS. COORDINATE WITH TS DRAWINGS, DETAILS, ETC. AND ARCHITECTURAL DRAWINGS FOR EXACT QUANTITIES, LOCATIONS, AND REQUIREMENTS PRIOR TO ROUGH-IN.
- CONTRACTOR TO PROVIDE CONNECTION FROM EXHAUST FANS TO ALL MOTORIZED BACKDRAFT DAMPERS AS REQUIRED, COORDINATE WITH MECHANICAL.
- CONTRACTOR SHALL TEST ALL EXISTING DIVISION 27 AND 28 DEVICES FOR FUNCTIONALITY. IF ANY DEVICES ARE FOUND TO BE FAULTY, CONTRACTOR SHALL PROVIDE PRICING TO REPLACE WITH A COMPARABLE, COMPATIBLE DEVICE.
- CONTRACTOR SHALL REMOVE ALL EXISTING DIVISION 27 AND 28 DEVICES AND STORE IN A SECURE, CLEAN, AIR-CONDITIONED ENVIRONMENT, OR PROTECT IN-PLACE THROUGHOUT CONSTRUCTION. PROTECT EXISTING CABLING THROUGHOUT CONSTRUCTION. REPLACE EXISTING DEVICES IN THE SAME LOCATIONS AFTER UPGRADES TO THE ROOMS HAVE BEEN COMPLETED. TEST ALL DEVICES UPON REINSTALLATION TO ENSURE FUNCTIONALITY.

POWER PLAN KEYED NOTES:

- PROVIDE NEW 20A/1P CIRCUIT BREAKER IN SPACE OF NEAREST 120 VOLT PANEL AND CIRCUIT WITH 2#12, 1#12G, 3#12C.



Lighting Fixture Schedule

Table with columns: Fixture Type, Manufacturer, Catalog Number, Lamp Type, Mounting, Voltage, Dimming Type, Description. Row 1: A, DAYBRITE, 2FPZ428840-4-US-UNV-DIM, 40W 4000K 4200 LM, RECESSED, UNV, 0-10V, RECESSED LED 2X4 FLAT PANEL.

LIGHTING FIXTURE NOTES

- KEY TO NOTE PREFIXES: "G" NOTES ARE "GENERAL" LIGHTING NOTES THAT APPLY TO THE ENTIRE PROJECT. "S" NOTES ARE "SCHEDULE" NOTES THAT APPLY TO SPECIFIC LUMINAIRES. G.1 REFER TO ARCHITECTURAL REFLECTED CEILING PLANS...

GENERAL ELECTRICAL REMODEL NOTES

- UNLESS SPECIFICALLY INDICATED ON THE DRAWINGS OR OTHERWISE INSTRUCTED BY THE ARCHITECT, ELECTRICAL OUTLETS SHALL HAVE THE FOLLOWING MOUNTING HEIGHTS. DIMENSIONS ARE TO CENTER OF BOX UNLESS OTHERWISE NOTED. WALL SWITCHES: WALL CONVENIENCE RECEPTACLES: 15" AFF TO BOTTOM OF BOX...

- 4. REFER TO MECHANICAL DRAWINGS FOR EXACT LOCATION OF ALL HVAC AND PLUMBING EQUIPMENT. 5. CIRCUITING: A. BRANCH CIRCUITING IS SCHEMATIC IN NATURE AND IS INTENDED TO INDICATE CIRCUIT LOADING AND CONTROL...

ELECTRICAL SYMBOL LEGEND

- 1. EVERY SYMBOL SHOWN ON LEGEND MAY NOT APPEAR ON DRAWINGS. 2. DASHED ELECTRICAL EQUIPMENT GENERALLY INDICATES EXISTING EQUIPMENT. 3. LONG-SHORT-SHORT LONGS DASHING GENERALLY INDICATES MATCH LINE OR DEFINES AREA FOR SPECIAL NOTE.

CIRCUIT RELATED:

- LIGHTING OR POWER CIRCUIT(S). ARROW INDICATES HOME RUN. LONGER TICK(S) INDICATE NEUTRAL WIRE(S). SHORTER STRAIGHT TICK(S) INDICATE PHASE WIRE(S). SLANTED SHORTER TICK(S) INDICATE SWITCH LEG(S). DOT(S) INDICATE GROUNDING CONDUCTOR(S)...

CONTROL:

- SWITCH: SMALL LETTER INDICATES FIXTURES CONTROLLED. "P" INDICATES PILOT LIGHT. "WP" INDICATES WEATHERPROOF. "K" INDICATES KEY OPERATED. "MO" INDICATES SPDT MOMENTARY CONTACT. "Z" INDICATES 3PDT. "3" INDICATES 3-WAY. "4" INDICATES 4-WAY. "M" INDICATES MANUAL MOTOR STARTER...

POWER OUTLETS:

- 20A-125V DUPLEX RECEPTACLE. 20A-125V GROUND FAULT CIRCUIT INTERRUPTER RECEPTACLE. "WP" INDICATES WEATHER PROOF DEVICE. 20A-125V DUPLEX RECEPTACLE MOUNTED ABOVE COUNTER TOP...

TELEPHONE/DATA:

- FLUSH FLOOR TELEPHONE OUTLET WITH CARPET FLANGE WHERE APPLICABLE. WALL COMMUNICATIONS OR DATA OUTLET. REFER TO 'S' SERIES SHEETS FOR EXACT BOX / CONDUIT REQUIREMENTS...

EQUIPMENT:

- A NOTATION INDICATING THE MOUNTING HEIGHT OF A DEVICE AS MEASURED FROM FINISHED FLOOR OR GRADE TO CENTER LINE OF DEVICE. MOTOR. DISCONNECT SWITCH. FRAME SIZE/FUSE SIZE/POLES AS INDICATED. "NF" INDICATES NON-FUSIBLE...

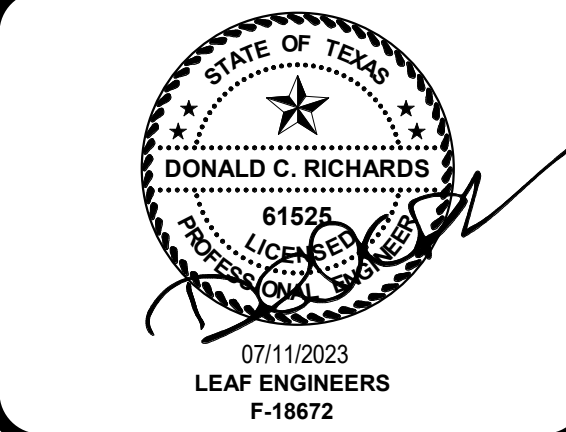
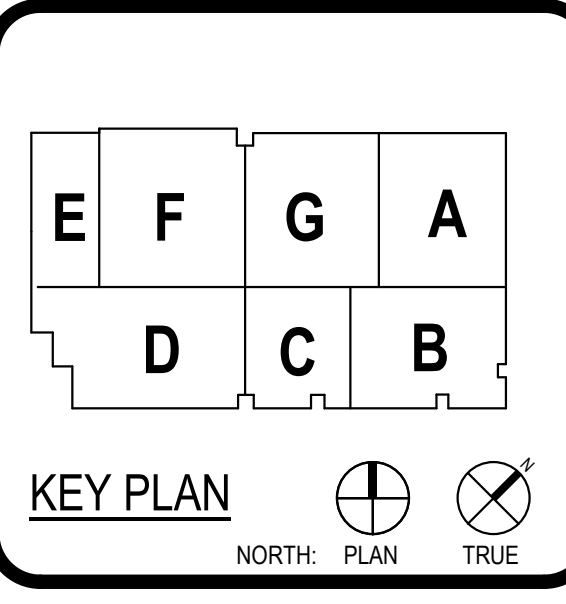


ARCHITECT HOUSTON PBK Architects, Inc. 11 Greenway Plaza, 22nd Floor Houston, TX 77046 713-965-0688 P 713-961-4571 F TX Firm: BR 1028

ENGINEER GALVESTON LEAF ENGINEERS 1131 30th Street Galveston, TX 77550 409-763-2333



CENTRAL MIDDLE SCHOOL RENOVATIONS



CLIENT: GALVESTON I.S.D. DATE: 07/11/2023 PROJECT NUMBER: 220431 DRAWING HISTORY table with columns: No., Description, Date.

CPR 3 BUILDING NUMBER ELECTRICAL SYMBOL LEGEND AND CONTACTOR SCHEDULE

PLUMBING ABBREVIATION SCHEDULE			
(A)	ITEM NOTED TO BE ABANDONED	KW	KILOWATTS
(D)	ITEM NOTED TO BE DEMOLISHED	L	LAVATORY
(E)	EXISTING ITEM	MAP	MASTER ALARM PANEL
(N)	NEW ITEM	MECH	MECHANICAL
(R)	ITEM NOTED TO BE RELOCATED	MH	MANHOLE
AAP	AREA ALARM PANEL	MS	MOP SINK
AAV	AUTOMATIC AIR VENT	NC	NORMALLY CLOSED
AFF	ABOVE FINISHED FLOOR	NIC	NOT IN CONTRACT
AP	ACCESS PANEL	NO	NORMALLY OPEN
BFF	BELOW FINISHED FLOOR	OF / CI	OWNER FURNISHED / CONTRACTOR INSTALLED
BFP	BACKFLOW PREVENTER	OF / OI	OWNER FURNISHED / OWNER INSTALLED
BOB	BOTTOM OF BEAM	OD	OVERFLOW DRAIN
BOP	BOTTOM OF PIPE	PIV	POST INDICATOR VALVE
BTUH	BRITISH THERMAL UNITS PER HOUR	PRV	PRESSURE REDUCING VALVE
C / C	CUT AND CAP	RD	ROOF DRAIN
CFH	CUBIC FEET PER HOUR	RE:	REFER TO
CFS	CUBIC FEET PER SECOND	RIC	ROUGH-IN AND CONNECT
CI	CAST IRON	RO	REVERSE OSMOSIS
CLG	CEILING	RP-BFP	REDUCED PRESSURE BACKFLOW PREVENTER
CO	CLEANOUT	RPM	REVOLUTIONS PER MINUTE
CONN	CONNECTION	RVB	REFRIGERATOR VALVE BOX
CONT	CONTINUATION	SD	STORM DRAIN
DF	DRINKING FOUNTAIN	SF	SQUARE FEET
DPV	DRY PIPE VALVE	SIA	SERVICE SINK
DWG	DRAWING	SK	SINK
EA	EACH	TMV	THERMOSTATIC MIXING VALVE
EDF	ELECTRIC DRINKING FOUNTAIN	TOP	TOP OF PIPE
FCO	FLOOR CLEANOUT	TP	TRAP PRIMER
FD	FLOOR DRAIN	TYP	TYPICAL
FDV	FIRE DEPARTMENT VALVE	U	URINAL
FF	FINISHED FLOOR	UF	UNDERFLOOR
FHC	FIRE HOSE CABINET	US	UNDERSLAB
FL	FLOW LINE	VB	VACUUM BREAKER
FS	FLOOR SINK	VCT	VITRIFIED CLAY TILE
FT	FEET	VTR	VENT THRU ROOF
FU	FIXTURE UNIT	WC	WATER CLOSET
GC	GENERAL CONTRACTOR	WCO	WALL CLEANOUT
GPH	GALLONS PER HOUR	WH	WALL HYDRANT
GPM	GALLONS PER MINUTE	WMB	WASHING MACHINE BOX
HB	HOSE BIBB	YH	YARD HYDRANT
HP	HORSEPOWER	ZV	ZONE VALVE
IE	INVERT ELEVATION		

NOTES:

- NOT ALL ABBREVIATIONS MAY BE USED ON THESE DRAWINGS.

PLUMBING FIXTURE CONNECTION SCHEDULE											
DESCRIPTION	WASTE	TRAP	VENT	DFU	BRANCH CONN		FIXTURE CONN		FIXTURE UNITS		REMARKS
					CW	HW	CW	HW	CW	HW	
WATER CLOSET (FV)	4"	-	2"	4	1-1/4"	-	1"	-	10.00	-	INTEGRAL TRAP
WATER CLOSET (FT)	4"	-	2"	3	3/4"	-	1/2"	-	2.50	-	INTEGRAL TRAP
LAVATORY	2"	1-1/4"	2"	1	3/4"	3/4"	1/2"	1/2"	0.75	0.75	PROVIDE TMV
SHOWER	2"	2"	2"	2	3/4"	3/4"	1/2"	1/2"	1.50	1.50	PROVIDE TMV
BATH TUB	2"	1-1/2"	2"	3	3/4"	3/4"	1/2"	1/2"	3.00	3.00	PROVIDE TMV
KITCHEN SINK	2"	1-1/2"	2"	2	3/4"	3/4"	1/2"	1/2"	1.13	1.13	PROVIDE TMV
WASHING MACHINE	2"	2"	2"	3	3/4"	3/4"	1/2"	1/2"	3.00	3.00	-
LAUNDRY SINK	2"	1-1/2"	2"	3	3/4"	3/4"	1/2"	1/2"	1.50	1.50	PROVIDE TMV
HOSE BIBB	-	-	-	-	3/4"	-	3/4"	-	2.50	-	-
FLOOR SINK	2"	2"	2"	2	-	-	-	-	-	-	RE: DRAWINGS FOR SIZE
FLOOR DRAIN	3"	3"	2"	4	-	-	-	-	-	-	RE: DRAWINGS FOR SIZE
ICE MACHINE	-	-	-	-	3/4"	-	1/2"	-	1.00	-	-

NOTES:

- ROUGH-IN SUPPLY WASTE AND VENT PIPE SIZES INDICATED ABOVE ARE MINIMUM SIZES SHOWN FOR ROUGH-IN ONLY.
- COORDINATE WITH PLUMBING FIXTURE MANUFACTURER'S INSTALLATION DRAWINGS FOR PROPER AND CORRECT INSTALLATION OF ALL FIXTURES.
- ALL PLUMBING FIXTURES SHALL BE COMPLETELY ROUGHED-IN BY THE PLUMBING CONTRACTOR AND SHALL MEET ALL CODES HAVING JURISDICTION.
- ALL FIXTURES SHALL BE COMMERCIAL GRADE UNLESS OTHERWISE NOTED.
- PROVIDE AND INSTALL A WATER HAMMER ARRESTOR IN PIPING TO ALL FIXTURES AND/OR FIXTURE BANKS.

PLUMBING SYMBOLS LEGEND			
DRAWINGS	DETAILS	ABV.	DESCRIPTION
		AV	ACID VENT
		AW	ACID WASTE
		CA	COMPRESSED AIR
		CW	COLD WATER
		(D)	DEMOLISHED PIPING OR EQUIPMENT
		D	CONDENSATE
		DSP	DRY SPRINKLER
		(E)	EXISTING PIPING OR EQUIPMENT
		F	FIRE
		G	NATURAL GAS
		GW	GREASE WASTE
		HW	HOT WATER
		HWR	HOT WATER RETURN
		OD	OVERFLOW DRAIN
		SD	STORM DRAIN
		SP	SPRINKLER
		SS	SANITARY SEWER
		V	VENT
			DIRECTION OF FLOW
			DROP IN PIPE
			RISE IN PIPE
			GATE VALVE
			BALL VALVE
			CHECK VALVE
			SUPERVISED VALVE WITH FLOW SWITCH
			PLUG VALVE / GAS COCK
			BUTTERFLY VALVE
			HOT WATER BALANCING VALVE
			PIPE UNION
			PRESSURE CONTROL VALVE
			3-WAY VALVE
			SOLENOID VALVE
			FLOW SWITCH
			PRESSURE GAUGE WITH GAUGE COCK
			THERMOMETER
		RD / ORD	ROOF DRAIN / OVERFLOW DRAIN
		FD	FLOOR DRAIN
		FS	FLOOR SINK
			T & P RELIEF VALVE
			STRAINER
		CO	END OF LINE CLEANOUT
		FCO	FLOOR CLEANOUT
		WCO	WALL CLEANOUT
			CAP
			FLEXIBLE CONNECTION
			NEW CONNECTION TO EXISTING PIPING

NOTES:

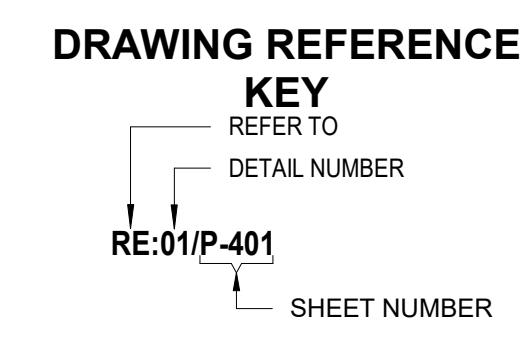
- NOT ALL SYMBOLS MAY BE USED ON THESE DRAWINGS.

PLUMBING PIPE MATERIAL SCHEDULE		
PIPING SYSTEM	BELOW GRADE	ABOVE GRADE
SANITARY WASTE	SCH 40 PVC	CAST IRON
DOMESTIC WATER	TYPE 'K' COPPER	TYPE 'L' COPPER
FIRE PROTECTION	SCH 40 BLACK STEEL	SCH 40 BLACK STEEL

WATER HAMMER ARRESTER SCHEDULE		
PIPE SIZE	CROSS FIXTURE UNITS	PDI STD.
1/2"	1-11	"A"
3/4"	12-32	"B"
1"	33-60	"C"
1-1/4"	61-113	"D"
1-1/2"	114-154	"E"
2"	155-330	"F"

NOTES:

- AIR CHAMBERS OR SHOCK ARRESTORS SHALL BE PROVIDED TO ALL FIXTURE RUNOUT AND SHALL BE SIZED ACCORDING TO LOCAL PLUMBING CODE (AHJ) & PDI. AIR CHAMBERS OR SHOCK ARRESTORS SHALL BE SIZED AND INSTALLED PER MANUFACTURER'S REQUIREMENTS. THE DEVICE SHALL HAVE LIFETIME WARRANTY AND BE INSTALLED WITHOUT REQUIRING ACCESS DOORS AND PANELS.



SLOPE OF HORIZONTAL DRAINAGE PIPE	
PIPE SIZE	MINIMUM SLOPE
2-1/2" OR LESS	1/4" PER FOOT
3" TO 6"	1/8" PER FOOT
8" OR LARGER	1/16" PER FOOT

PROJECT GENERAL NOTES

- ALL EQUIPMENT AND/OR SYSTEMS NOTED ON THE DRAWINGS "TO REMAIN" SHALL BE INSPECTED AND TESTED ON SITE TO CERTIFY WORKING CONDITION. A WRITTEN REPORT ON THE CONDITION OF ALL EQUIPMENT TO REMAIN, INCLUDING A COPY OF THE TEST RESULTS WITH RECOMMENDED REMEDIAL ACTIONS AND COSTS SHALL BE MADE BY THIS CONTRACTOR TO THE ARCHITECT/ENGINEER FOR REVIEW.
- THE PLUMBING WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH THE APPLICABLE CODES AS WELL AS ALL LOCAL REGULATIONS THAT MAY APPLY. IN CASE OF CONFLICT BETWEEN THE CONTRACT DOCUMENTS AND A GOVERNING CODE OR ORDINANCE, THE MORE STRINGENT STANDARD SHALL APPLY.
- ALL PLUMBING WORK SHALL BE COORDINATED WITH ALL OTHER TRADES BEFORE PROCEEDING WITH THE INSTALLATION.
- INVERT ELEVATIONS AND EXACT LOCATIONS OF ALL EXISTING UTILITIES SHALL BE CHECKED BEFORE PROCEEDING WITH NEW WORK.
- NO CHANGES ARE TO BE MADE IN PLUMBING LAYOUT WITHOUT WRITTEN PERMISSION BY THE ARCHITECT OR ENGINEER.
- NO PIPING SHALL RUN EXPOSED IN FINISHED AREAS.
- ROUGH-IN DIMENSIONS OF TOILET FIXTURES MUST BE COORDINATED WITH THE GENERAL CONTRACTOR.
- PROVIDE SHUT-OFF VALVES FOR WATER HEATER BRANCH. PROVIDE DIELECTRIC FITTINGS OR COUPLINGS WHEREVER DISSIMILAR METALS ARE IN CONTACT.
- PROVIDE SHUT-OFF VALVES AT EACH FIXTURE AND AT EACH FLOOR (IF FIXTURES ARE STACKED) ON HOT AND COLD WATER SUPPLY PIPES.
- ALL ACCESS PANELS SHALL BE BY GENERAL CONTRACTOR. PLUMBING CONTRACTOR SHALL BE RESPONSIBLE FOR THEIR LOCATION.
- INSTALL ALL REQUIRED CLEANOUTS TO CLEAR EQUIPMENT AND FIXTURES.
- ALL WORK SHALL BE PROPERLY TESTED, BALANCED, CLEANED AND DISINFECTED. PROVIDE A ONE YEAR WARRANTY FROM DATE OF FINAL INSPECTION ON ALL PARTS AND LABOR.
- ALL PLUMBING FIXTURES SPECIFIED ARE FOR INFORMATION ONLY. EQUAL EQUIPMENT MAY BE INSTALLED SECURING FIRST THE ENGINEER'S APPROVAL.
- PITCH ALL WASTE AND SOIL PIPING AT MAXIMUM SLOPE POSSIBLE, BUT NOT LESS THAN 1/4" PER FOOT FOR PIPING UNDER 3" AND NO LESS THAN 1/8" PER FOOT FOR PIPING 3" AND GREATER. 8" AND LARGER PIPING CAN BE SLOPED AT 1/16" PER FOOT.
- PROVIDE ALL PIPE OPENINGS THROUGH PARTITIONS WITH PIPE SLEEVES. WHERE PENETRATING FIRE RATED PARTITIONS, THE SPACE BETWEEN THE PIPE AND THE SLEEVE SHALL BE SEALED WITH FIRE STOPPING MATERIAL.
- ANY UNAUTHORIZED CHANGES TO THE EQUIPMENT, DESIGN OR INSTALLATION OF THE PLUMBING SYSTEMS WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE ENGINEER IS UNACCEPTABLE AND GROUNDS FOR REMOVAL OF ALL LIABILITY OF THE ARCHITECT/ENGINEER FOR THE REVISED DESIGN.
- PROVIDE CONDENSATE DRAIN FROM ROOF MOUNTED EQUIPMENT TO OPEN SITE DRAIN OR AS SHOWN ON DRAWINGS.
- ALL PIPING MATERIAL SHALL BE OF DOMESTIC MANUFACTURE AND SHALL COMPLY WITH THE BUY AMERICAN ACT.

PLUMBING TESTING NOTES

- ALL EQUIPMENT AND/OR SYSTEMS NOTED ON THE DRAWINGS "TO REMAIN" SHALL BE INSPECTED AND TESTED ON SITE TO CERTIFY WORKING CONDITION. A WRITTEN REPORT ON THE CONDITION OF ALL EQUIPMENT TO REMAIN, INCLUDING A COPY OF THE TEST RESULTS WITH RECOMMENDED REMEDIAL ACTIONS AND COSTS SHALL BE MADE BY THIS CONTRACTOR TO THE ARCHITECT/ENGINEER FOR REVIEW.
- PIPE COVER AND BACKFILLING:
 - AFTER HYDROSTATIC TEST, EVENLY BACKFILL ENTIRE TRENCH WIDTH BY HAND PLACING BACKFILL MATERIAL AND HAND TAMPING IN FOUR (4) INCHES COMPACTED LAYERS TO TWELVE (12) INCHES MINIMUM COVER OVER TOP OF JACKET. COMPACT TO 95 PERCENT MAXIMUM DENSITY.
 - EVENLY AND CONTINUOUSLY BACKFILL REMAINING TRENCH DEPTH IN UNIFORM LAYERS WITH BACKFILL MATERIAL.
 - DO NOT USE WHEELED OR TRACKED VEHICLES FOR TAMPING.
- PRESSURE TEST ALL DOMESTIC WATER PIPING AFTER INSTALLATION AND PRIOR TO BACKFILL OR COVER-UP. RAISE PIPING SYSTEM OF PARTICULATE CONTAMINANTS, CAP AND SUBJECT TO STATIC WATER PRESSURE OF 125 PSIG FOR FOUR (4) HOURS. REPAIR LEAKS AND DEFECTS AND RE-TEST ANY PORTION OF PIPING SYSTEM THAT FAILS. PROVIDE WRITTEN TEST REPORT INCLUDING DATE AND TIME OF TEST, PASS OR FAIL INDICATION, SUMMARY OF REMEDIAL WORK REQUIRED AND DATE AND TIME OF EACH RE-TEST.
- PRIOR TO COVER UP, WATER PIPE, SANITARY PIPE AND GAS PIPING SHALL BE PRESSURE TESTED. TESTS SHALL BE WITNESSED BY CONSULTANT AND OWNER. NOTIFY OWNER 48 HOURS PRIOR TO TEST. TEST SHALL BE WITNESSED BY CLIENT PLUMBING TECHNICIAN.
- UPON COMPLETION OF THE SANITARY PIPING SYSTEM, THE CONTRACTOR SHALL NOTIFY ENGINEER AND OWNER TO OBSERVE A SMOKE TEST OF THE SYSTEM. SMOKE TESTING SHALL BE PERFORMED ON SANITARY PIPING SYSTEM TWICE DURING CONSTRUCTION.
- WASTE PIPING SYSTEMS:
 - WATER TEST SHALL BE APPLIED TO THESE DRAINAGE SYSTEMS EITHER IN THEIR ENTIRETY OR IN SECTIONS AS REQUIRED. AFTER ROUGH PIPING HAS BEEN INSTALLED, IF THE SYSTEM IS TESTED IN SECTIONS, EACH OPENING SHALL BE TIGHTLY CLOSED EXCEPT THE HIGHEST OPENING IN THE SECTION UNDER TEST. ALL SECTIONS SHALL BE TESTED WITH A MINIMUM OF 10 FEET HEAD OF WATER. IN TESTING SUCCESSIVE SECTIONS AT LEAST THE UPPER 10 FEET OF THE NEXT PRECEDING SECTION SHALL BE TESTED SO THAT NO JOINT OF PIPING IN THE BUILDING EXCEPT THE UPPERMOST 10 FEET OF THE SYSTEM SHALL BE SUBMITTED TO A TEST OF LESS THAN 10 FEET OF HEAD OF WATER. THE WATER SHALL BE KEPT IN THE SYSTEM FOR AT LEAST 30 MINUTES BEFORE INSPECTION STARTS. THE SYSTEM SHALL THEN BE MADE TIGHT AT ALL POINTS.
 - ANY POINTS OF THE DRAINAGE SYSTEMS TO BE TESTED WITH AIR INSTEAD OF WATER SHALL BE MADE BY ATTACHING AN AIR COMPRESSOR TESTING APPARATUS TO ANY SUITABLE OPENING AND AFTER CLOSING ALL OTHER INLETS OR OUTLETS, FORCING AIR INTO THE SYSTEM UNTIL THERE IS A MINIMUM GAUGE PRESSURE OF 5 PSI. THIS PRESSURE SHALL BE HELD WITHOUT THE INTRODUCTION OF ADDITIONAL AIR FOR A PERIOD OF AT LEAST 30 MINUTES.
 - EXTERIOR CONNECTIONS SHALL BE TESTED AS PART OF THE INTERIOR SYSTEMS.
 - ADDITIONAL TESTS:
 - PROVIDE ALL ADDITIONAL TESTS SUCH AS SMOKE OR PRESSURE TESTS AS REQUIRED BY THE REGULATIONS OR AS DIRECTED BY AUTHORITIES MAKING THE INSPECTION.
 - PROVIDE FOR ANY REPEATED TEST AS DIRECTED BY THE OWNER'S REPRESENTATIVE, TO MAKE ALL SYSTEMS TIGHT AS REQUIRED.
 - VISUAL INSPECTIONS OF JOINTS, VALVES, ETC. SHALL BE MADE AS DIRECTED BY THE ENGINEER.
 - PRESSURE TEST NATURAL GAS PIPING IN ACCORDANCE WITH NFPA 54. PRESSURE TEST PRIOR TO BACKFILL. MINIMUM 50 PSI FOR 24 HOURS.

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LEAF ENGINEERS
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LEAF ENGINEERS
LEAF PROFESSIONALS
113105-1027

CENTRAL MIDDLE SCHOOL RENOVATIONS

3014 SEALY AVENUE
GALVESTON, TX 77550

CPR #3

INDEPENDENT SCHOOL DISTRICT
GALVESTON
State of Texas • Local Government

07/05/2023
LEAF ENGINEERS
F-18672

CLIENT
GALVESTON I.S.D.

DATE
07/05/2023

PROJECT NUMBER
220431

DRAWING HISTORY

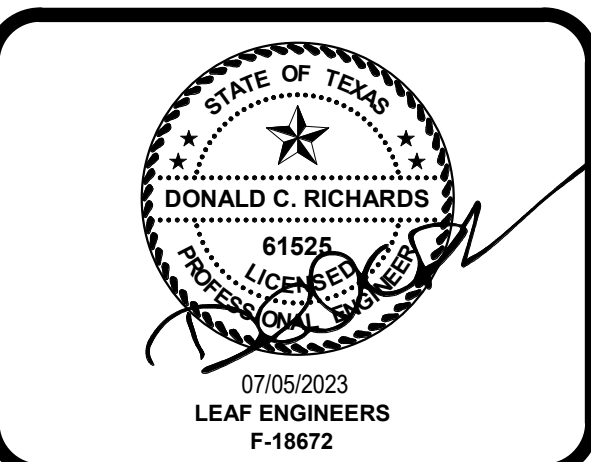
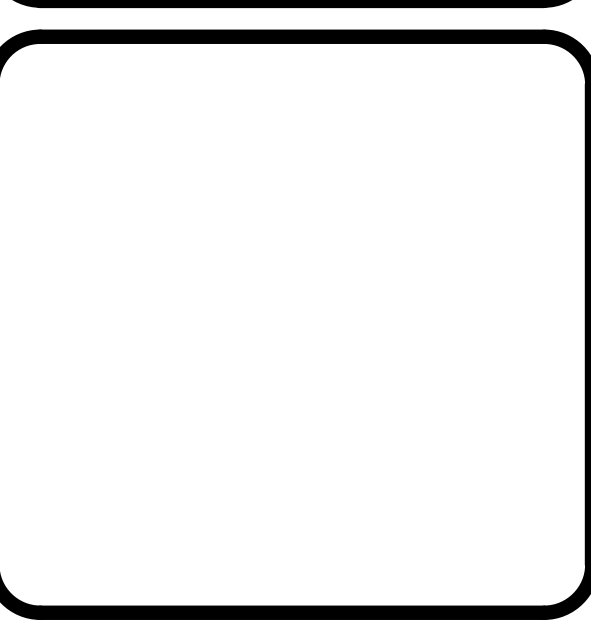
No.	Description	Date

CPR #3

BUILDING NUMBER

COVER SHEET

P-000



CLIENT	GALVESTON I.S.D.
DATE	07/05/2023
PROJECT NUMBER	220431

DRAWING HISTORY		
No.	Description	Date

CPR #3
 BUILDING NUMBER
**1ST FLOOR
 PLUMBING DEMO
 PLAN**

KEYNOTES - PLUMBING PLAN

- 1 NO PLUMBING DEMO SCOPE.

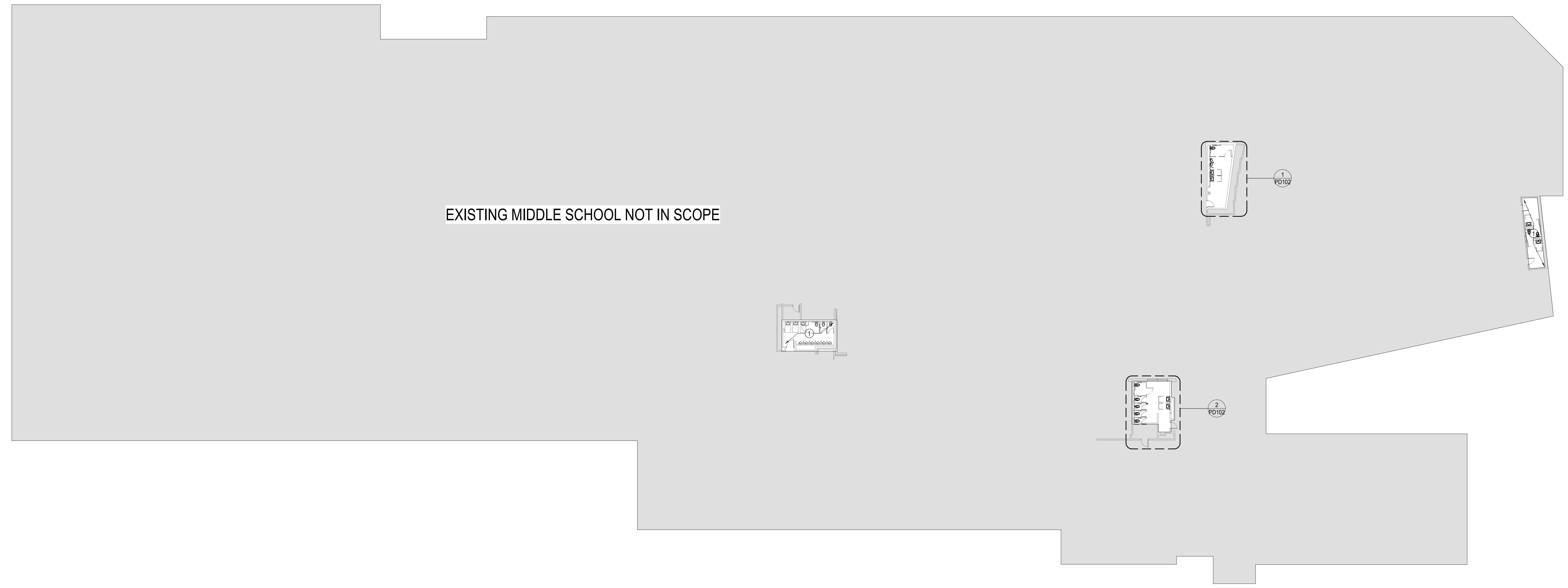
GENERAL NOTES - PLUMBING PLAN

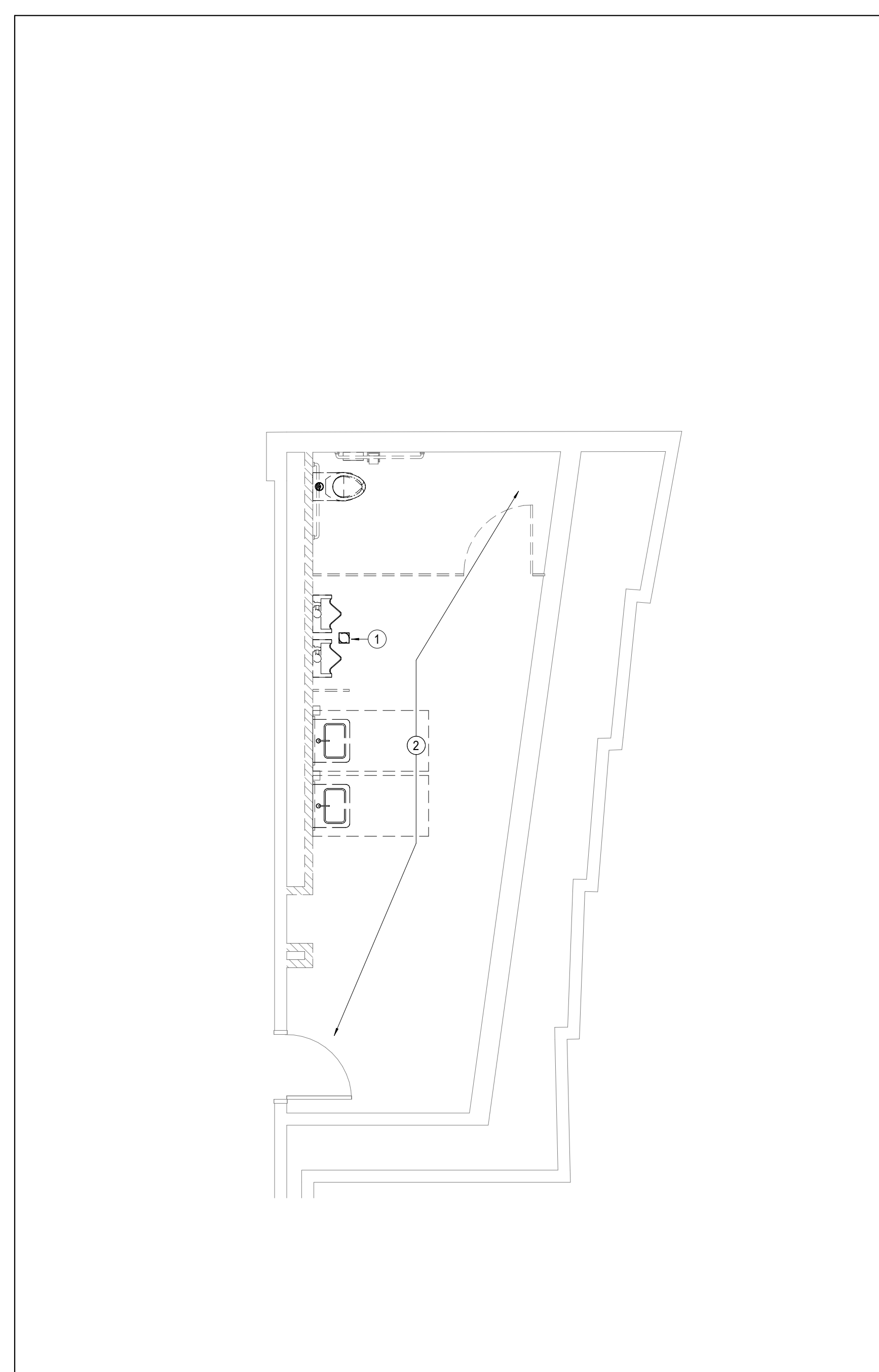
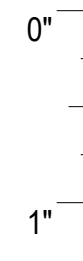
- A. THE CONTRACTOR SHALL COMPLY WITH ALL AUTHORITIES HAVING JURISDICTION.
- B. ALL FINAL CONNECTIONS TO FIXTURES AND EQUIPMENT SHALL BE MADE BY THE PLUMBING CONTRACTOR.
- C. ALL PLUMBING PIPING SHALL BE COORDINATED WITH ALL OTHER TRADES PRIOR TO ANY INSTALLATION OF ALL PLUMBING FIXTURES AND EQUIPMENT BY THE PLUMBING CONTRACTOR.
- D. ALL FLOOR DRAINS AND FLOOR SINKS SHOWN ON THIS DRAWING SHALL BE COORDINATED WITH ALL OTHER TRADES PRIOR TO INSTALLATION.
- E. REFER TO ARCHITECTURAL DRAWING FOR EXACT LOCATIONS OF FIXTURES, EQUIPMENT, ETC. DO NOT SCALE FROM PLUMBING DRAWINGS.
- F. ALL WALL CLEAN-OUTS SHALL BE ACCESSIBLE BY AN ACCESS PANEL.
- G. PROVIDE AND INSTALL A DOUBLE EXTERIOR CLEAN-OUT (DECO) ON ALL SANITARY LINES EXITING THE BUILDING.
- H. ALL FLOOR DRAINS AND FLOOR SINKS SHALL BE PROVIDED WITH A TRAP PRIMER AND INSTALLED BY THE PLUMBING CONTRACTOR.
- I. FIXTURES DESIGNATED AS ADA ACCESSIBLE BY ARCHITECT SHALL BE INSTALLED AT ADA ACCESSIBLE HEIGHT PER ARCHITECTURAL DETAILS.

GENERAL NOTES - PLUMBING PLAN

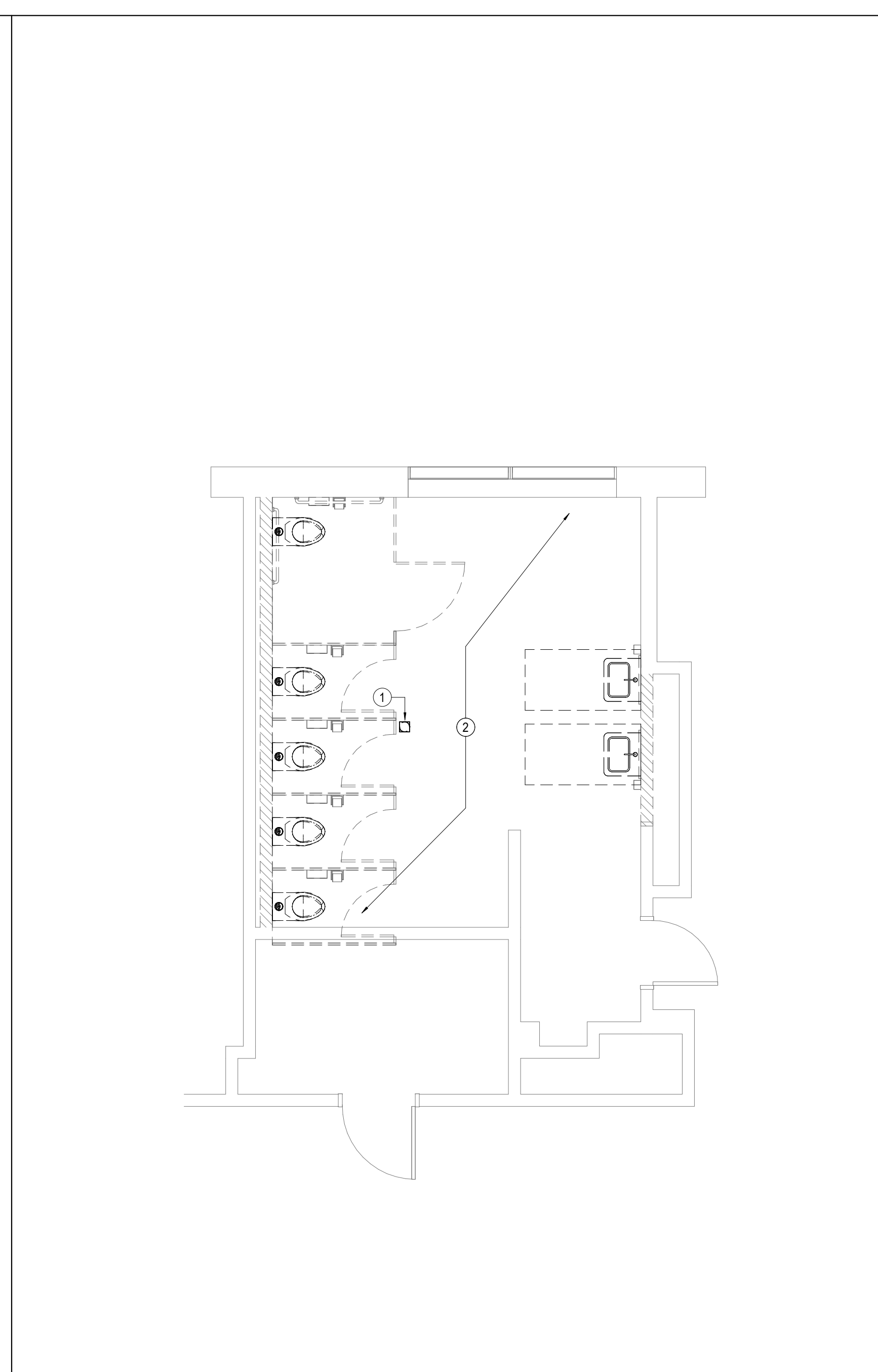
- J. ALL DOMESTIC COLD AND HOT WATER TAKE-OFFS SHALL HAVE AN ISOLATION SHUT-OFF VALVE.
- K. FLOOR DRAINS AND FLOOR SINKS IN MECHANICAL ROOMS SHALL BE SET NOT LESS THAN 6" FROM HOUSEKEEPING PADS, RE. MECHANICAL DRAWINGS. DO NOT PLACE ON, OR IN, HOUSEKEEPING PAD, OR UNDERNEATH EQUIPMENT.
- L. CONTRACTOR SHALL DEWATER ANY AREA AT OR BELOW GRADE PRIOR TO SETTING EQUIPMENT.
- M. CONTRACTOR SHALL PROVIDE AND INSTALL A TRAP PRIMER, TP-1, AND A HOSE BIBB, HB-3, IN ALL MECHANICAL ROOMS.
- N. CONTRACTOR SHALL PROVIDE AND INSTALL A HOSE BIBB WITH WHEEL HANDLE IN ALL MECHANICAL ROOMS, HB-3.
- O. ANY AND ALL WATER PIPING EXPOSED TO OUTSIDE ELEMENTS SHALL BE INSULATED AND HEAT TRACED TO PREVENT FREEZING.
- P. ALL SANITARY 3" OR ABOVE SHALL BE INSPECTED BY A CAMERA PRIOR TO SUBSTANTIAL COMPLETION.

0'
1'





1 1ST FLOOR BOYS RESTROOM DEMO PLAN - ENLARGED
 SCALE: 1/4" = 1'-0"



2 1ST FLOOR GIRLS RESTROOM DEMO PLAN - ENLARGED
 SCALE: 1/4" = 1'-0"

GENERAL NOTES - PLUMBING PLAN

- A. THE CONTRACTOR SHALL COMPLY WITH ALL AUTHORITIES HAVING JURISDICTION.
- B. ALL FINAL CONNECTIONS TO FIXTURES AND EQUIPMENT SHALL BE MADE BY THE PLUMBING CONTRACTOR.
- C. ALL PLUMBING PIPING SHALL BE COORDINATED WITH ALL OTHER TRADES PRIOR TO ANY INSTALLATION OF ALL PLUMBING FIXTURES AND EQUIPMENT BY THE PLUMBING CONTRACTOR.
- D. ALL FLOOR DRAINS AND FLOOR SINKS SHOWN ON THIS DRAWING SHALL BE COORDINATED WITH ALL OTHER TRADES PRIOR TO INSTALLATION.
- E. REFER TO ARCHITECTURAL DRAWING FOR EXACT LOCATIONS OF FIXTURES, EQUIPMENT, ETC. DO NOT SCALE FROM PLUMBING DRAWINGS.
- F. ALL WALL CLEAN-OUTS SHALL BE ACCESSIBLE BY AN ACCESS PANEL.
- G. PROVIDE AND INSTALL A DOUBLE EXTERIOR CLEAN-OUT (DCEO) ON ALL SANITARY LINES EXITING THE BUILDING.
- H. ALL FLOOR DRAINS AND FLOOR SINKS SHALL BE PROVIDED WITH A TRAP PRIMER AND INSTALLED BY THE PLUMBING CONTRACTOR.
- I. FIXTURES DESIGNATED AS ADA ACCESSIBLE BY ARCHITECT SHALL BE INSTALLED AT ADA ACCESSIBLE HEIGHT PER ARCHITECTURAL DETAILS.
- J. ALL DOMESTIC COLD AND HOT WATER TAKE-OFFS SHALL HAVE AN ISOLATION SHUT-OFF VALVE.
- K. FLOOR DRAINS AND FLOOR SINKS IN MECHANICAL ROOMS SHALL BE SET NOT LESS THAN 6" FROM HOUSEKEEPING PADS. RE: MECHANICAL DRAWINGS. DO NOT PLACE ON, OR IN, HOUSEKEEPING PAD, OR UNDERNEATH EQUIPMENT.
- L. CONTRACTOR SHALL DEWATER ANY AREA AT OR BELOW GRADE PRIOR TO SETTING EQUIPMENT.
- M. CONTRACTOR SHALL PROVIDE AND INSTALL A TRAP PRIMER, TP-1, AND A HOSE BIBB, HB-3, IN ALL MECHANICAL ROOMS.
- N. CONTRACTOR SHALL PROVIDE AND INSTALL A HOSE BIBB WITH WHEEL HANDLE IN ALL MECHANICAL ROOMS, HB-3.
- O. ANY AND ALL WATER PIPING EXPOSED TO OUTSIDE ELEMENTS SHALL BE INSULATED AND HEAT TRACED TO PREVENT FREEZING.
- P. ALL SANITARY 3" OR ABOVE SHALL BE INSPECTED BY A CAMERA PRIOR TO SUBSTANTIAL COMPLETION.

KEYNOTES - PLUMBING PLAN

- 1 DEMO, REMOVE, REPLACE & RELOCATE EXISTING FLOOR DRAIN TO ACCOMMODATE FOR NEW CHASE SPACING. CONTRACTOR SHALL SMOOTH & PATCH/REPAIR EXISTING SLAB TO MATCH EXISTING CONDITION AS REQUIRED. CONTRACTORS SHALL FIELD VERIFY EXISTING CONDITIONS PRIOR TO COMMENCING ANY WORK.
- 2 DEMO, REMOVE AND REPLACE EXISTING PLUMBING FIXTURES. CONTRACTOR SHALL PATCH AND REPAIR ALL WALLS AFTER DEMO AND INSTALLATION TO MATCH EXISTING CONDITION AS REQUIRED. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS PRIOR TO COMMENCING ANY WORK. EXISTING FLOOR DRAINS TO REMAIN, RELOCATE AND BE PROTECTED DURING CONSTRUCTION. RE: NEW CONSTRUCTION DRAWINGS FOR FIXTURE SCHEDULE.

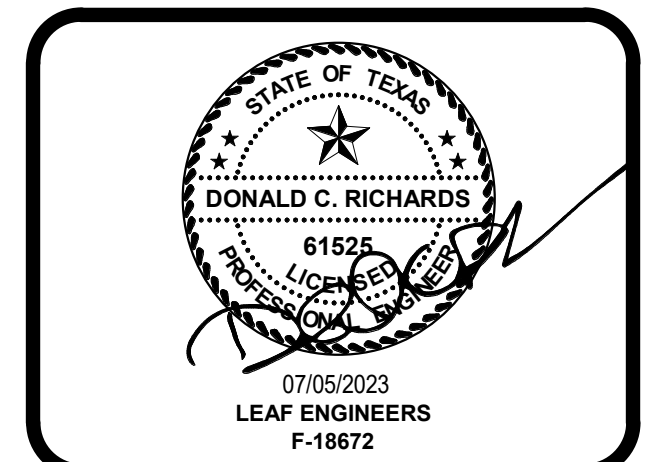


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3014 SEALY AVENUE
 GALVESTON, TX 77550
 CPR #3

CENTRAL MIDDLE SCHOOL RENOVATIONS



CLIENT GALVESTON I.S.D.
 DATE 07/05/2023 PROJECT NUMBER 220431

DRAWING HISTORY		
No.	Description	Date

CPR #3
 BUILDING NUMBER

ENLARGED
 PLUMBING DEMO
 PLANS

KEYNOTES - PLUMBING PLAN

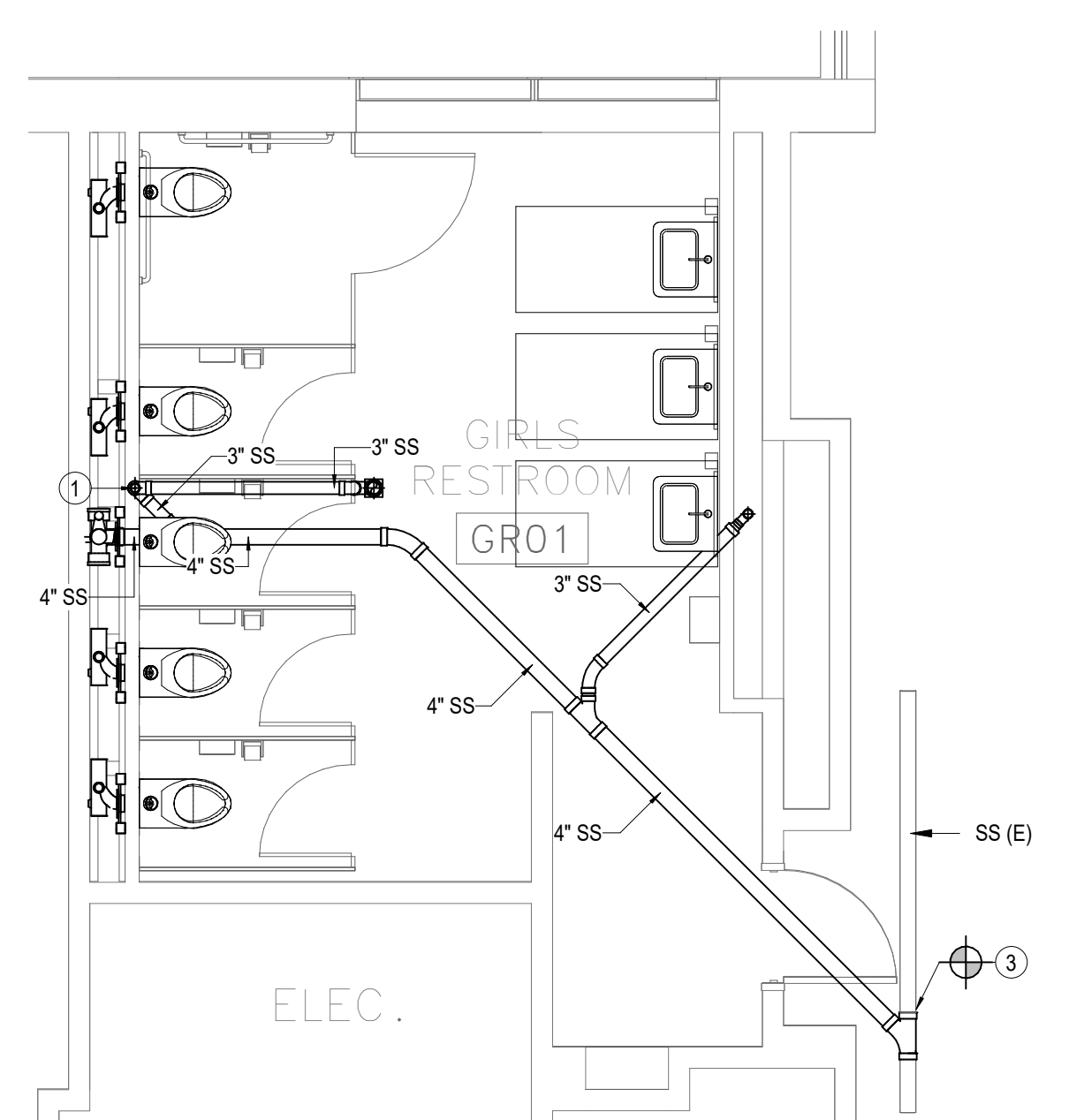
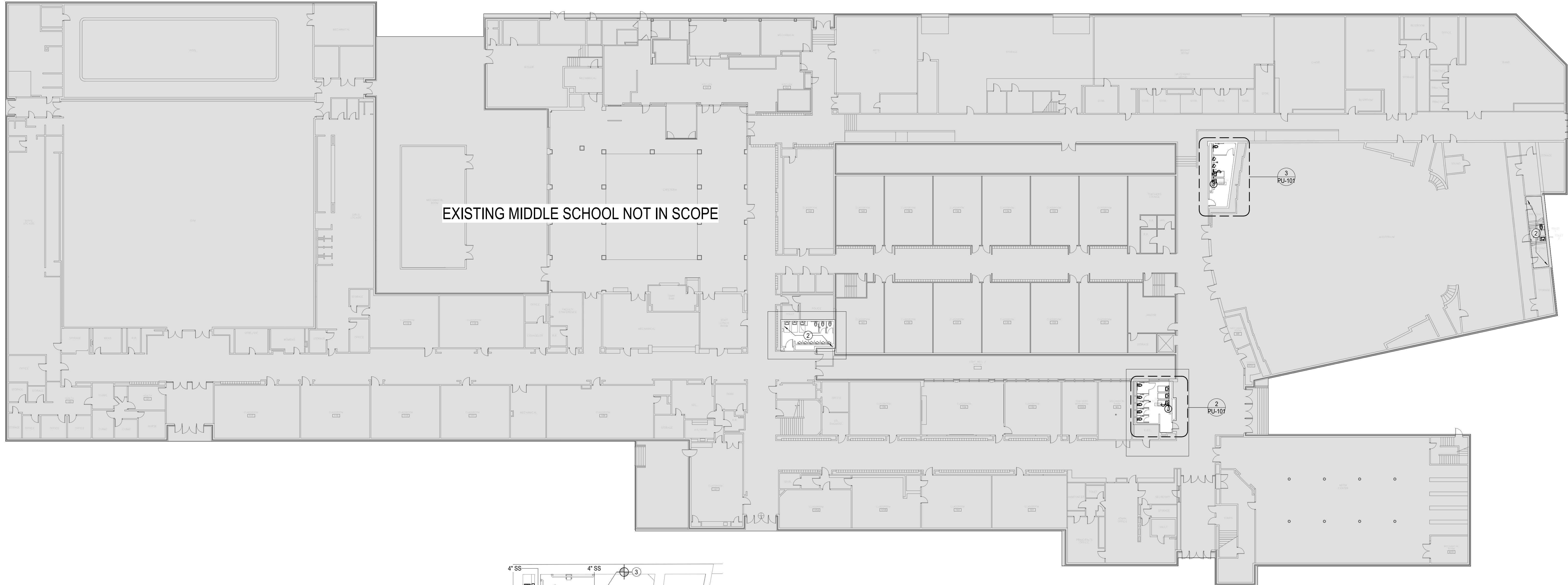
- 1 3" WASTE DOWN, 2" VENT-UP.
- 2 NO NEW PLUMBING SCOPE.
- 3 CONNECT NEW 4" SANITARY PIPING TO THE NEAREST 4" SANITARY LINE. CONTRACTOR SHALL SAWCUT & PATCH/REPAIR EXISTING SLAB TO MATCH EXISTING CONDITION AS REQUIRED. CONTRACTOR SHALL FIELD VERIFY AND LOCATE EXISTING SANITARY LINE PRIOR TO COMMENCING ANYWORK.
- 4 3" VENT UP.

GENERAL NOTES - PLUMBING PLAN

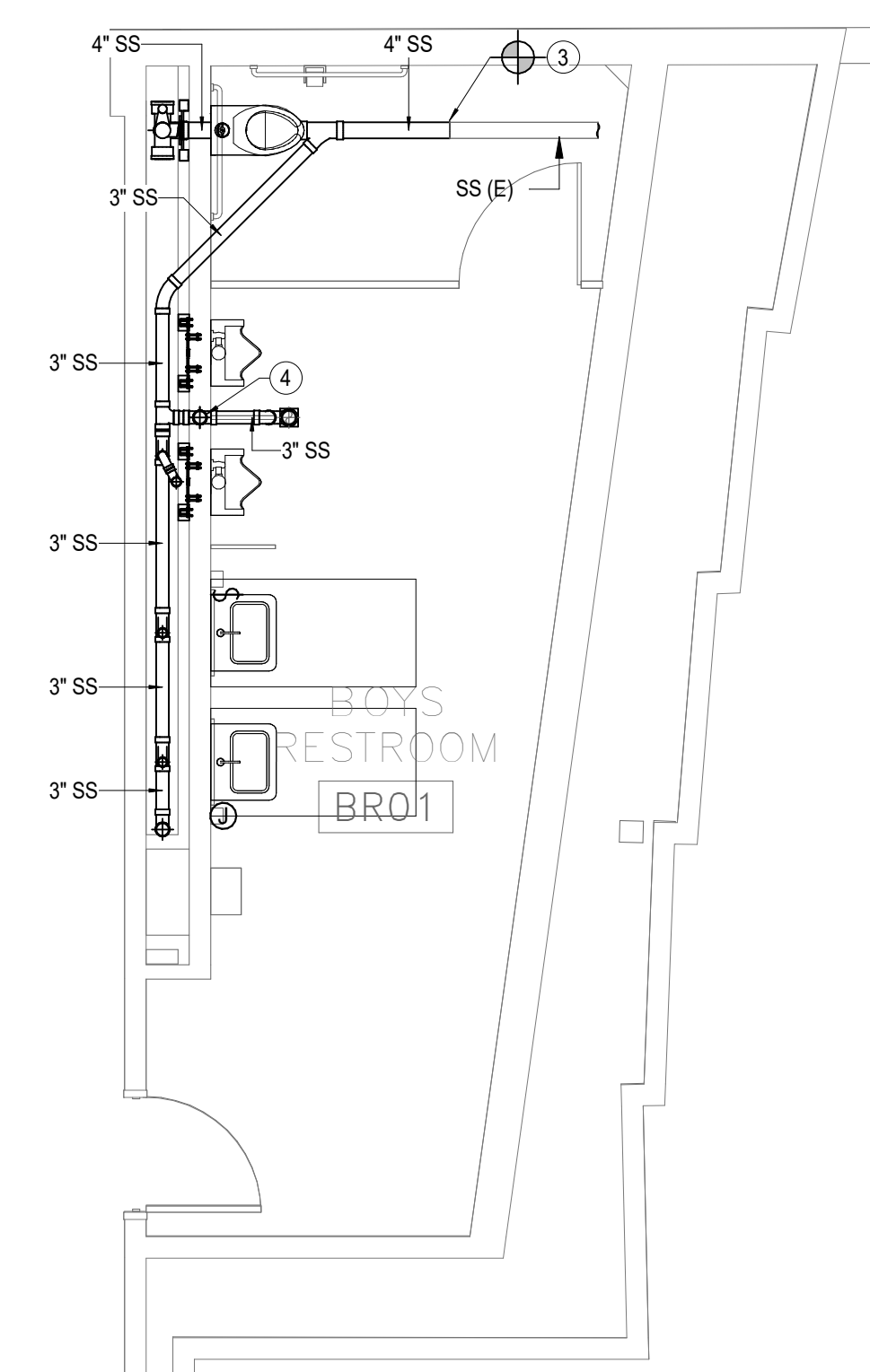
- A. THE CONTRACTOR SHALL COMPLY WITH ALL AUTHORITIES HAVING JURISDICTION.
- B. ALL FINAL CONNECTIONS TO FIXTURES AND EQUIPMENT SHALL BE MADE BY THE PLUMBING CONTRACTOR.
- C. ALL PLUMBING PIPING SHALL BE COORDINATED WITH ALL OTHER TRADES PRIOR TO ANY INSTALLATION OF ALL PLUMBING FIXTURES AND EQUIPMENT BY THE PLUMBING CONTRACTOR.
- D. ALL FLOOR DRAINS AND FLOOR SINKS SHOWN ON THIS DRAWING SHALL BE COORDINATED WITH ALL OTHER TRADES PRIOR TO INSTALLATION.
- E. REFER TO ARCHITECTURAL DRAWING FOR EXACT LOCATIONS OF FIXTURES, EQUIPMENT, ETC. DO NOT SCALE FROM PLUMBING DRAWINGS.
- F. ALL WALL CLEAN-OUTS SHALL BE ACCESSIBLE BY AN ACCESS PANEL.
- G. PROVIDE AND INSTALL A DOUBLE EXTERIOR CLEAN-OUT (DFCO) ON ALL SANITARY LINES EXITING THE BUILDING.
- H. ALL FLOOR DRAINS AND FLOOR SINKS SHALL BE PROVIDED WITH A TRAP PRIMER AND INSTALLED BY THE PLUMBING CONTRACTOR.
- I. FIXTURES DESIGNATED AS ADA ACCESSIBLE BY ARCHITECT SHALL BE INSTALLED AT ADA ACCESSIBLE HEIGHT PER ARCHITECTURAL DETAILS.

GENERAL NOTES - PLUMBING PLAN

- J. ALL DOMESTIC COLD AND HOT WATER TAKE-OFFS SHALL HAVE AN ISOLATION SHUT-OFF VALVE.
- K. FLOOR DRAINS AND FLOOR SINKS IN MECHANICAL ROOMS SHALL BE SET NOT LESS THAN 6" FROM HOUSEKEEPING PADS, RE: MECHANICAL DRAWINGS. DO NOT PLACE ON, OR IN, HOUSEKEEPING PAD, OR UNDERNEATH EQUIPMENT.
- L. CONTRACTOR SHALL DEWATER ANY AREA AT OR BELOW GRADE PRIOR TO SETTING EQUIPMENT.
- M. CONTRACTOR SHALL PROVIDE AND INSTALL A TRAP PRIMER, TP-1, AND A HOSE BIBB, HB-3, IN ALL MECHANICAL ROOMS.
- N. CONTRACTOR SHALL PROVIDE AND INSTALL A HOSE BIBB WITH WHEEL HANDLE IN ALL MECHANICAL ROOMS, HB-3.
- O. ANY AND ALL WATER PIPING EXPOSED TO OUTSIDE ELEMENTS SHALL BE INSULATED AND HEAT TRACED TO PREVENT FREEZING.
- P. ALL SANITARY 3" OR ABOVE SHALL BE INSPECTED BY A CAMERA PRIOR TO SUBSTANTIAL COMPLETION.



2 1ST FLOOR GIRLS RESTROOM UNDERFLOOR PLAN - ENLARGED
 1/4" = 1'-0"



3 1ST FLOOR BOYS RESTROOM UNDERFLOOR PLAN - ENLARGED
 1/4" = 1'-0"

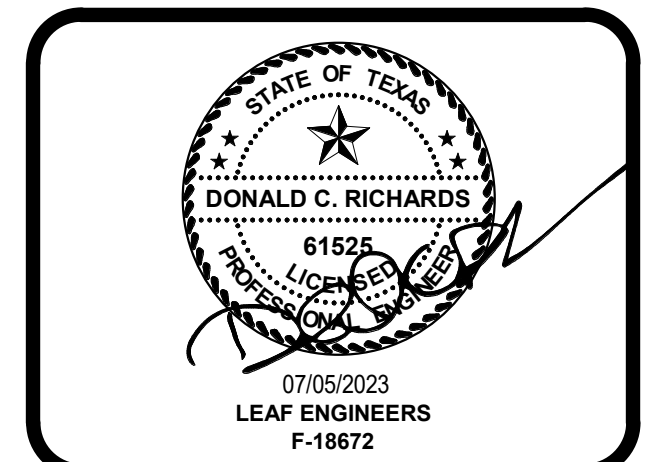
1 1ST FLOOR PLUMBING UNDERFLOOR PLAN
 SCALE: 1" = 20'-0"



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 TX Firm: SR 1698



ARCHITECT: PBK Architects, Inc.
 ENGINEER: LEAF ENGINEERS
 3014 SEALY AVENUE
 GALVESTON, TX 77550
 CPR #3



CLIENT: GALVESTON I.S.D.
 DATE: 07/05/2023
 PROJECT NUMBER: 220431

No.	Description	Date

CPR #3
 BUILDING NUMBER
1ST FLOOR PLUMBING UNDERFLOOR PLAN

CPR #3

0'
1'

KEYNOTES - PLUMBING PLAN

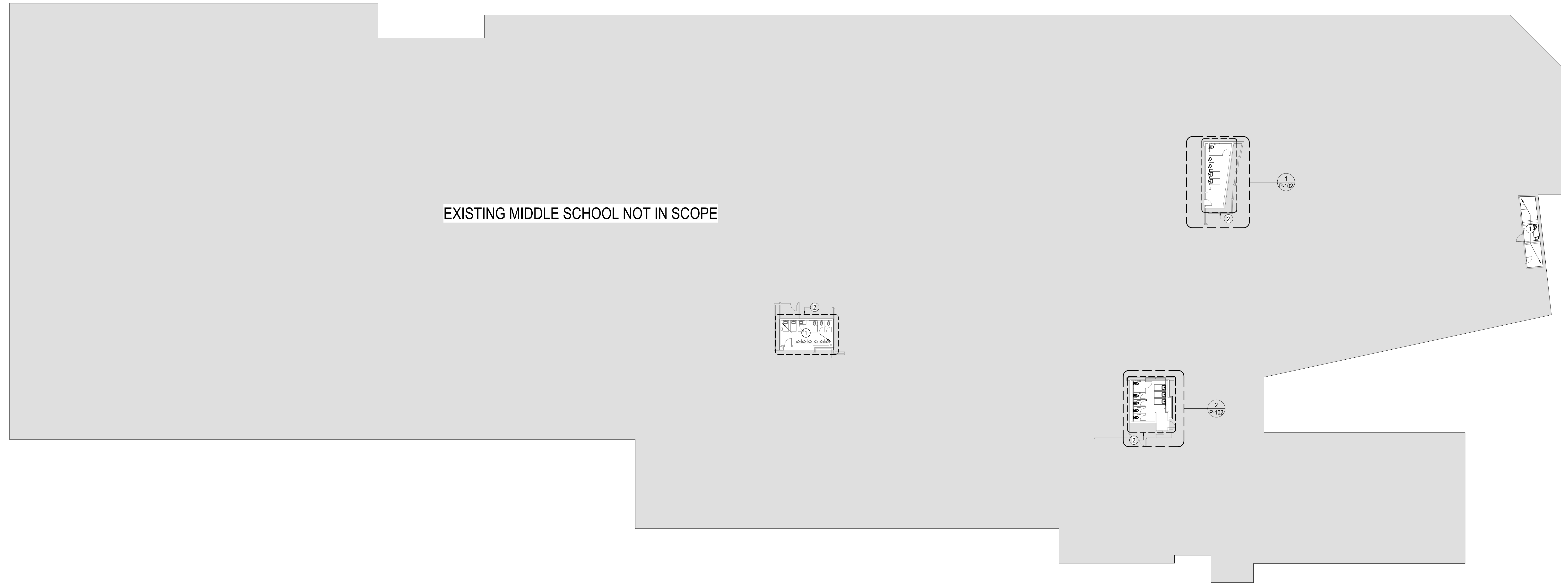
- 1 NO NEW PLUMBING SCOPE.
- 2 REWORK EXISTING SPRINKLER HEADS IN THIS AREA TO MATCH NEW CEILING LAYOUT.

GENERAL NOTES - PLUMBING PLAN

- A. THE CONTRACTOR SHALL COMPLY WITH ALL AUTHORITIES HAVING JURISDICTION.
- B. ALL FINAL CONNECTIONS TO FIXTURES AND EQUIPMENT SHALL BE MADE BY THE PLUMBING CONTRACTOR.
- C. ALL PLUMBING PIPING SHALL BE COORDINATED WITH ALL OTHER TRADES PRIOR TO ANY INSTALLATION OF ALL PLUMBING FIXTURES AND EQUIPMENT BY THE PLUMBING CONTRACTOR.
- D. ALL FLOOR DRAINS AND FLOOR SINKS SHOWN ON THIS DRAWING SHALL BE COORDINATED WITH ALL OTHER TRADES PRIOR TO INSTALLATION.
- E. REFER TO ARCHITECTURAL DRAWING FOR EXACT LOCATIONS OF FIXTURES, EQUIPMENT, ETC. DO NOT SCALE FROM PLUMBING DRAWINGS.
- F. ALL WALL CLEAN-OUTS SHALL BE ACCESSIBLE BY AN ACCESS PANEL.
- G. PROVIDE AND INSTALL A DOUBLE EXTERIOR CLEAN-OUT (DFCO) ON ALL SANITARY LINES EXITING THE BUILDING.
- H. ALL FLOOR DRAINS AND FLOOR SINKS SHALL BE PROVIDED WITH A TRAP PRIMER AND INSTALLED BY THE PLUMBING CONTRACTOR.
- I. FIXTURES DESIGNATED AS ADA ACCESSIBLE BY ARCHITECT SHALL BE INSTALLED AT ADA ACCESSIBLE HEIGHT PER ARCHITECTURAL DETAILS.

GENERAL NOTES - PLUMBING PLAN

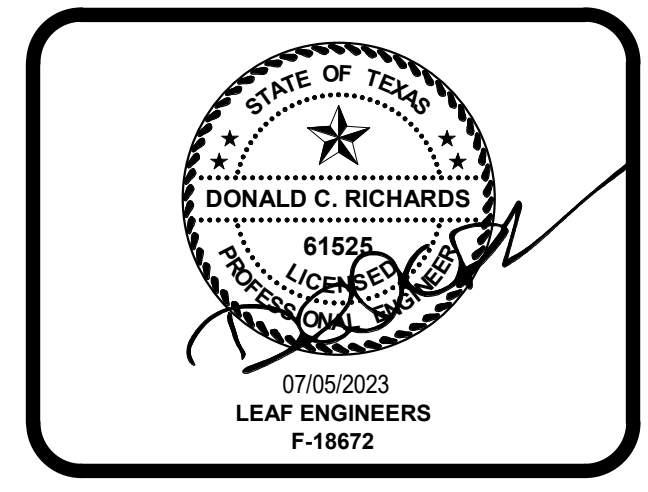
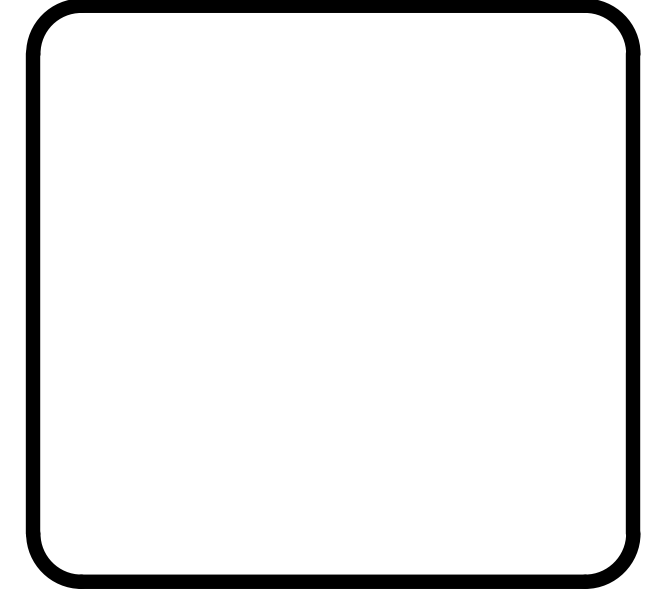
- J. ALL DOMESTIC COLD AND HOT WATER TAKE-OFFS SHALL HAVE AN ISOLATION SHUT-OFF VALVE.
- K. FLOOR DRAINS AND FLOOR SINKS IN MECHANICAL ROOMS SHALL BE SET NOT LESS THAN 6" FROM HOUSEKEEPING PADS. RE: MECHANICAL DRAWINGS. DO NOT PLACE ON, OR IN, HOUSEKEEPING PAD, OR UNDERNEATH EQUIPMENT.
- L. CONTRACTOR SHALL DEWATER ANY AREA AT OR BELOW GRADE PRIOR TO SETTING EQUIPMENT.
- M. CONTRACTOR SHALL PROVIDE AND INSTALL A TRAP PRIMER, TP-1, AND A HOSE BIBB, HB-3, IN ALL MECHANICAL ROOMS.
- N. CONTRACTOR SHALL PROVIDE AND INSTALL A HOSE BIBB WITH WHEEL HANDLE IN ALL MECHANICAL ROOMS, HB-3.
- O. ANY AND ALL WATER PIPING EXPOSED TO OUTSIDE ELEMENTS SHALL BE INSULATED AND HEAT TRACED TO PREVENT FREEZING.
- P. ALL SANITARY 3" OR ABOVE SHALL BE INSPECTED BY A CAMERA PRIOR TO SUBSTANTIAL COMPLETION.



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PKA.com



3014 SEALY AVENUE
GALVESTON, TX 77550
CPR #3



CLIENT
GALVESTON I.S.D.
DATE
07/05/2023
PROJECT NUMBER
220431

DRAWING HISTORY		
No.	Description	Date

CPR #3
BUILDING NUMBER

1ST FLOOR
PLUMBING PLAN

P-101

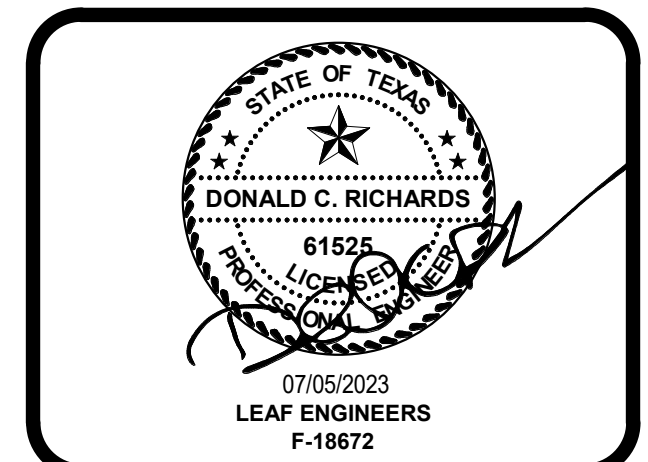
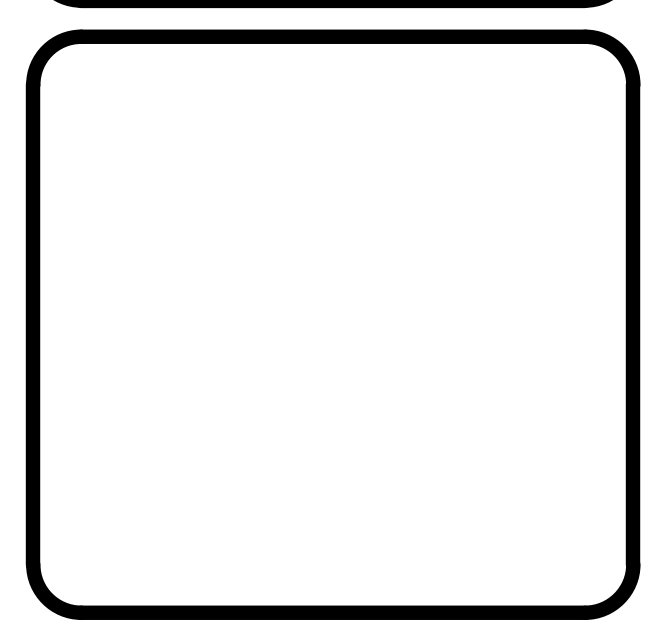
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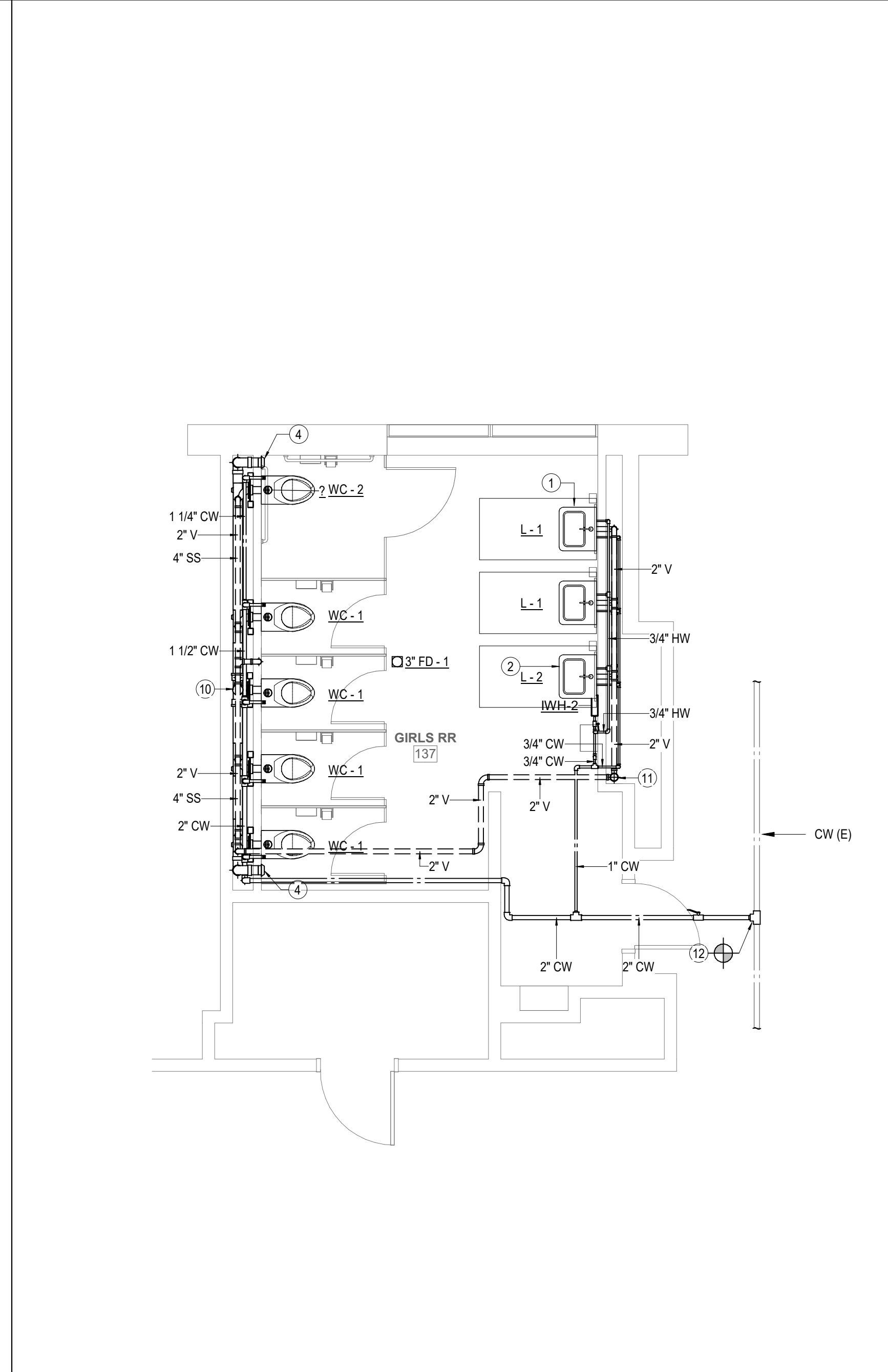
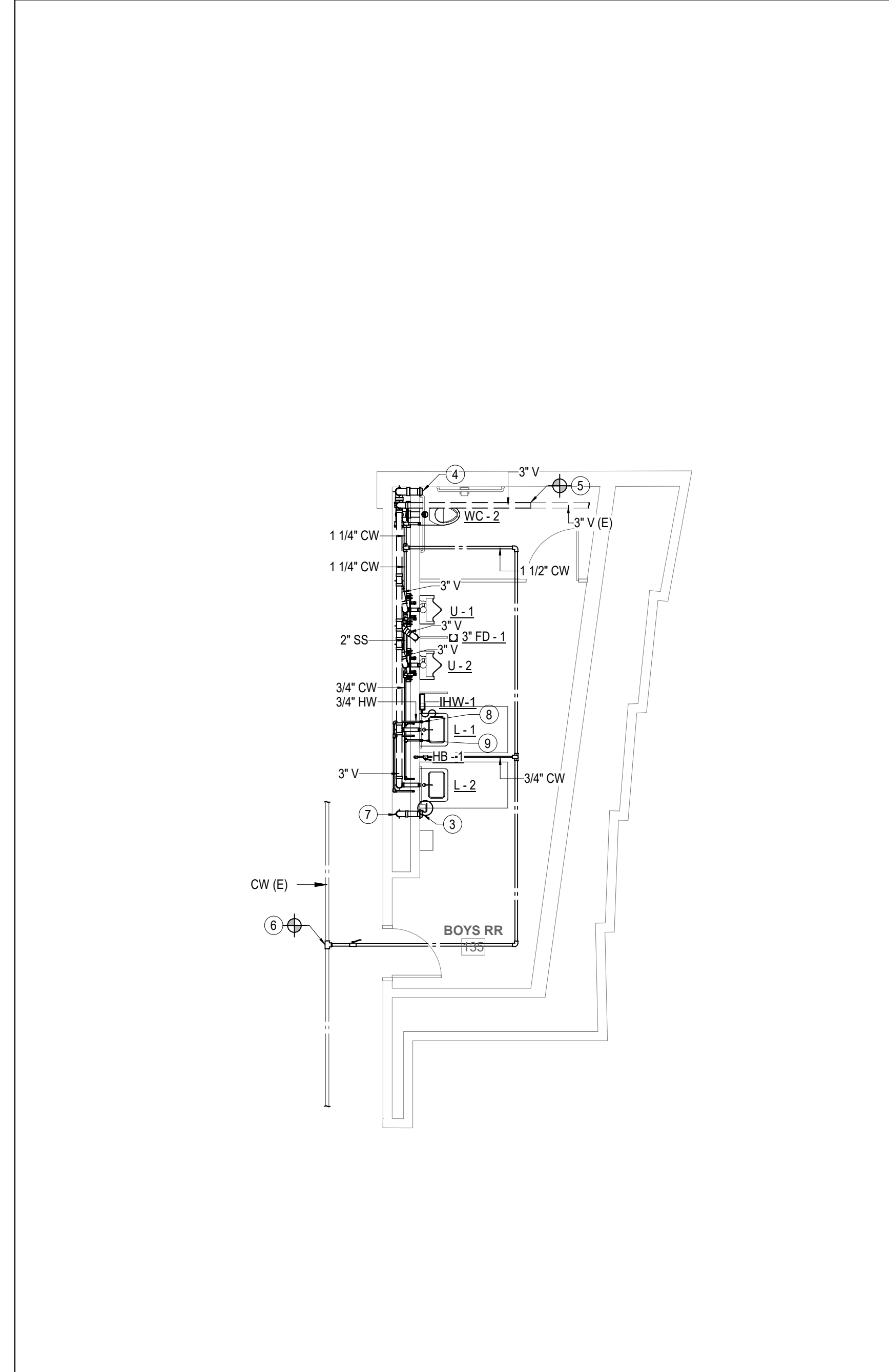
ENLARGED
PLUMBING PLANS

GENERAL NOTES - PLUMBING PLAN

- A. THE CONTRACTOR SHALL COMPLY WITH ALL AUTHORITIES HAVING JURISDICTION.
- B. ALL FINAL CONNECTIONS TO FIXTURES AND EQUIPMENT SHALL BE MADE BY THE PLUMBING CONTRACTOR.
- C. ALL PLUMBING PIPING SHALL BE COORDINATED WITH ALL OTHER TRADES PRIOR TO ANY INSTALLATION OF ALL PLUMBING FIXTURES AND EQUIPMENT BY THE PLUMBING CONTRACTOR.
- D. ALL FLOOR DRAINS AND FLOOR SINKS SHOWN ON THIS DRAWING SHALL BE COORDINATED WITH ALL OTHER TRADES PRIOR TO INSTALLATION.
- E. REFER TO ARCHITECTURAL DRAWING FOR EXACT LOCATIONS OF FIXTURES, EQUIPMENT, ETC. DO NOT SCALE FROM PLUMBING DRAWINGS.
- F. ALL WALL CLEAN-OUTS SHALL BE ACCESSIBLE BY AN ACCESS PANEL.
- G. PROVIDE AND INSTALL A DOUBLE EXTERIOR CLEAN-OUT (DCEO) ON ALL SANITARY LINES EXITING THE BUILDING.
- H. ALL FLOOR DRAINS AND FLOOR SINKS SHALL BE PROVIDED WITH A TRAP PRIMER AND INSTALLED BY THE PLUMBING CONTRACTOR.
- I. FIXTURES DESIGNATED AS ADA ACCESSIBLE BY ARCHITECT SHALL BE INSTALLED AT ADA ACCESSIBLE HEIGHT PER ARCHITECTURAL DETAILS.
- J. ALL DOMESTIC COLD AND HOT WATER TAKE-OFFS SHALL HAVE AN ISOLATION SHUT-OFF VALVE.
- K. FLOOR DRAINS AND FLOOR SINKS IN MECHANICAL ROOMS SHALL BE SET NOT LESS THAN 6" FROM HOUSEKEEPING PADS. RE. MECHANICAL DRAWINGS. DO NOT PLACE ON, OR IN, HOUSEKEEPING PAD, OR UNDERNEATH EQUIPMENT.
- L. CONTRACTOR SHALL DEWATER ANY AREA AT OR BELOW GRADE PRIOR TO SETTING EQUIPMENT.
- M. CONTRACTOR SHALL PROVIDE AND INSTALL A TRAP PRIMER, TP-1, AND A HOSE BIBB, HB-3, IN ALL MECHANICAL ROOMS.
- N. CONTRACTOR SHALL PROVIDE AND INSTALL A HOSE BIBB WITH WHEEL HANDLE IN ALL MECHANICAL ROOMS, HB-3.
- O. ANY AND ALL WATER PIPING EXPOSED TO OUTSIDE ELEMENTS SHALL BE INSULATED AND HEAT TRACED TO PREVENT FREEZING.
- P. ALL SANITARY 3" OR ABOVE SHALL BE INSPECTED BY A CAMERA PRIOR TO SUBSTANTIAL COMPLETION.

KEYNOTES - PLUMBING PLAN

- 1 NEW LAVATORY. CONTRACTOR SHALL EXTEND EXISTING COLD WATER LINE AND PROVIDE NEW 3/4" COLD WATER PIPING TO SERVE THE NEW LAVATORY. CONTRACTOR SHALL PROVIDE NEW 2" WASTE AND VENT PIPING THEN CONNECT TO EXISTING SANITARY WASTE AND VENT PIPING SYSTEM. CONTRACTOR SHALL PATCH/REPAIR WALL TO EXISTING CONDITION AS REQUIRED.
- 2 CONTRACTOR SHALL ADJUST HEIGHT OF DRAIN, WATER SUPPLY AND CARRIER AS NEEDED TO ACCOMMODATE THE NEW ADA HEIGHT.
- 3 PROVIDE NEW 3" WALL CLEANOUT.
- 4 PROVIDE NEW 4" WALL CLEANOUT.
- 5 CONNECT TO EXISTING 3" VENT TO ROOF PIPING. CONTRACTOR SHALL FIELD VERIFY THAT THE LOCATION OF EXISTING VENT PIPING SYSTEM VENTING TO ROOF SHALL BE FREE FROM ANY DEBRI OR BIRD NEST AND SHALL BE 3" DIAMETER MINIMUM SIZE. CONTRACTOR SHALL PROVIDE MINIMUM OF 3" VENT TO ROOF PIPING SYSTEM IF THE EXISTING SYSTEM IS LESS THAN 3" DIAMETER IN SIZE.
- 6 CONNECT NEW 1 1/2" CW PIPING TO NEAREST EXISTING DOMESTIC WATER SOURCE. CONTRACTOR SHALL FIELD VERIFY THE NEAREST DOMESTIC WATER LINE SOURCE PRIOR TO COMMENCING ANY WORK.
- 7 3" WASTE DOWN FROM WALL CLEAN OUT TO UNDERGROUND.
- 8 3/4" HW FROM INSTAHOT TO SERVE THE LAVATORIES.
- 9 3/4" CW SERVING INSTAHOT.
- 10 4" WASTE DOWN.
- 11 TO EXISTING 3" VENT TO ROOF. CONTRACTOR SHALL CONNECT THE NEW 3" VENT PIPING TO THE NEAREST EXISTING 3" VENT TO ROOF SYSTEM. CONTRACTOR SHALL FIELD VERIFY AND LOCATE EXISTING VENT TO ROOF SYSTEM PRIOR TO COMMENCING ANY WORK.
- 12 CONNECT NEW 2" CW PIPING TO NEAREST EXISTING DOMESTIC WATER SOURCE. CONTRACTOR SHALL FIELD VERIFY THE NEAREST DOMESTIC WATER LINE SOURCE PRIOR TO COMMENCING ANY WORK.



No.	Description	Date
CPR #3		
BUILDING NUMBER		

<p>16 FLOOR DRAIN DETAIL N.T.S.</p> <p>NOTES: 1. REFER TO ARCHITECTURAL DRAWING FOR FIRE WALL RATING. 2. INSULATED STEEL PIPE I.D. 6\"/> </p>	<p>15 TRAP PRIMER (TP-2) N.T.S.</p> <p>NOTES: 1. REFER TO ARCHITECTURAL DRAWING FOR FIRE WALL RATING. 2. INSULATED STEEL PIPE I.D. 6\"/> </p>	<p>14 FLEXIBLE SPRINKLER PIPING N.T.S.</p> <p>NOTES: 1. REFER TO SPECIFICATIONS FOR INSULATED PIPE RISER SUPPORTS. 2. COORDINATE RISER CLAMP ORIENTATION TO BE WITHIN WALL CAVITY. 3. INSTALL FIRE STOPPING MATERIAL PER MANUFACTURER'S RECOMMENDATION. 4. REFER TO ARCHITECTURAL DRAWING FOR FLOOR FIRE RATING. 5. INSULATED STEEL PIPE I.D. 6\"/> </p>	<p>13 CONCEALED SPRINKLER HEAD N.T.S.</p> <p>NOTES: 1. REFER TO ARCHITECTURAL DRAWING FOR FIRE WALL RATING. 2. INSULATED STEEL PIPE I.D. 6\"/> </p>	<p>18 ELECTRIC INSTANT WATER HEATER N.T.S.</p> <p>NOTES: 1. REFER TO ARCHITECTURAL DRAWING FOR FIRE WALL RATING. 2. INSULATED STEEL PIPE I.D. 6\"/> </p>	<p>17 WALL CLEANOUT DETAIL N.T.S.</p> <p>NOTES: ALL LOCATIONS INDICATED ARE TO BE MAINTAINED WITHIN PLUS OR MINUS 1/2\"/> </p>
<p>10 TYPICAL PIPE PENETRATION THROUGH FIRE RATED WALL 3/8\"/> </p>	<p>9 TYPICAL PIPE PENETRATION THROUGH FIRE RATED FLOOR 3/8\"/> </p>	<p>8 UNINSULATED PIPE WALL PENETRATION N.T.S.</p> <p>NOTES: 1. ALL STEEL HOT DIPPED GALV AFTER FABRICATION IF OUTDOORS; SANDBLAST AND SHOP PRIME ALL OTHERS. 2. SECURE W/ APPROVED ANCHORS TO MATCH WALL CONSTRUCTION.</p>	<p>7 INSULATED PIPE WALL PENETRATION N.T.S.</p> <p>NOTES: 1. ALL STEEL HOT DIPPED GALV AFTER FABRICATION IF OUTDOORS; SANDBLAST AND SHOP PRIME ALL OTHERS. 2. SECURE W/ APPROVED ANCHORS TO MATCH WALL CONSTRUCTION.</p>	<p>6 UNINSULATED PIPE FLOOR PENETRATION N.T.S.</p> <p>NOTES: 1. ALL STEEL HOT DIPPED GALV AFTER FABRICATION IF OUTDOORS; SANDBLAST AND SHOP PRIME ALL OTHERS. 2. SECURE W/ APPROVED ANCHORS TO MATCH WALL CONSTRUCTION.</p>	<p>5 INSULATED PIPE FLOOR PENETRATION N.T.S.</p> <p>NOTES: 1. ALL STEEL HOT DIPPED GALV AFTER FABRICATION IF OUTDOORS; SANDBLAST AND SHOP PRIME ALL OTHERS. 2. SECURE W/ APPROVED ANCHORS TO MATCH WALL CONSTRUCTION.</p>
<p>6 UNINSULATED PIPE FLOOR PENETRATION N.T.S.</p> <p>NOTES: 1. ALL STEEL HOT DIPPED GALV AFTER FABRICATION IF OUTDOORS; SANDBLAST AND SHOP PRIME ALL OTHERS. 2. SECURE W/ APPROVED ANCHORS TO MATCH WALL CONSTRUCTION.</p>	<p>5 INSULATED PIPE FLOOR PENETRATION N.T.S.</p> <p>NOTES: 1. ALL STEEL HOT DIPPED GALV AFTER FABRICATION IF OUTDOORS; SANDBLAST AND SHOP PRIME ALL OTHERS. 2. SECURE W/ APPROVED ANCHORS TO MATCH WALL CONSTRUCTION.</p>	<p>4 INSULATED PIPE FLOOR PENETRATION N.T.S.</p> <p>NOTES: 1. ALL STEEL HOT DIPPED GALV AFTER FABRICATION IF OUTDOORS; SANDBLAST AND SHOP PRIME ALL OTHERS. 2. SECURE W/ APPROVED ANCHORS TO MATCH WALL CONSTRUCTION.</p>	<p>3 SINGLE PIPE TYPE 1 CLEVIS HANGER N.T.S.</p> <p>NOTES: ROUTE PIPING AS LOW AS POSSIBLE TO CEILING GRID FOR EASE OF ACCESSIBILITY.</p>	<p>2 PIPE SUPPORT - TRAPEZE TYPE N.T.S.</p> <p>NOTES: 1. ALL STEEL HOT DIPPED GALV AFTER FABRICATION IF OUTDOORS; SANDBLAST AND SHOP PRIME ALL OTHERS. 2. SECURE W/ APPROVED ANCHORS TO MATCH WALL CONSTRUCTION.</p>	<p>1 PIPE WALL SUPPORT N.T.S.</p> <p>NOTES: 1. ALL STEEL HOT DIPPED GALV AFTER FABRICATION IF OUTDOORS; SANDBLAST AND SHOP PRIME ALL OTHERS. 2. SECURE W/ APPROVED ANCHORS TO MATCH WALL CONSTRUCTION.</p>

SECTION 22 30 00 - PLUMBING EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. SECTION 22 05 00 – COMMON WORK RESULT FOR PLUMBING
- C. SECTION 22 05 16 – EXPANSION FITTINGS AND LOOPS FOR PLUMBING PIPING
- D. SECTION 22 05 29 – PLUMBING PIPE HANGERS AND SUPPORTS
- E. SECTION 22 05 48.13 – VIBRATION CONTROLS FOR PLUMBING PIPING AND EQUIPMENT

1.2 SUMMARY

- A. Provide a complete installation for each equipment type listed in this section.
- B. Section Includes:
 - 1. **CPR#3** COMMERCIAL (TANKLESS) ELECTRIC WATER HEATERS
 - 2. ACID DILUTION TRAP
 - 3. BACKFLOW PREVENTERS
 - 4. WATER HAMMER ARRESTORS
 - 5. THERMOSTATIC MIXING VALVES

1.3 SUBMITTALS

- A. Product Data: Submit complete manufacturer's specification pages for each piece of equipment. Submit dimensioned drawings of water heaters indicating components and connections to other equipment and piping. Indicate pump type, capacity and power requirements. Submit certified pump curves showing pump performance characteristics with pump and system operating point plotted. Include NPSH curve when applicable. Submit electrical characteristics and connection locations.
- B. Manufacturer's Installation Instructions: Submit mounting and support requirements.
- C. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Accept all equipment on site in original labeled cartons. Inspect for damage.
- B. Protect heat exchangers and tanks with temporary inlet and outlet caps. Maintain caps in place until installation.

1.5 EXTRA MATERIALS

- A. Furnish two pump seals.

PART 2 - PRODUCTS

2.6 CPR#3 COMMERCIAL (TANKLESS) ELECTRIC WATER HEATERS

- A. Manufacturers:
 - 1. Chronomite
- B. Type: Point of use electric water heater.
- C. IWH-1:
 - 1. Tankless Water Heater have a micro processing temperature control capable of maintaining outlet temperature of +/- 1-degree Fahrenheit accuracy, Chronomite CM-20L/277, with 5.6 kW, 277 V, and 20A to heat 1.0 GPM @ a temperature rise of 38 degrees F. Unit shall be UL-Listed. Element shall be replaceable cartridge insert. Unit shall have replaceable filter in the inlet connector. Element shall be iron free, Nickel Chrome material. Heater shall be fitted with 1/2" pipe compression nuts (5/8" OD) or 3/8" sleeves, to eliminate need for soldering. Maximum operating pressure of 150 PSI. Hot water storage tanks prohibited.
- D. IWH-2:
 - 1. Tankless Water Heater have a micro processing temperature control capable of maintaining outlet temperature of +/- 1-degree Fahrenheit accuracy, Chronomite CM-30L/277, with 8.4 kW, 277 V, and 30A to heat 1.5 GPM @ a temperature rise of 38 degrees F. Unit shall be UL-Listed. Element shall be replaceable cartridge insert. Unit shall have replaceable filter in the inlet connector. Element shall be iron free, Nickel Chrome material. Heater shall be fitted with 1/2" pipe compression nuts (5/8" OD) or 3/8" sleeves, to eliminate need for soldering. Maximum operating pressure of 150 PSI. Hot water storage tanks prohibited.

2.1 GARBAGE DISPOSAL

- A. Insinkerator Model 444, 120V, 3/4 HP, provide all trim and accessories for City approved installation.

2.2 BACKFLOW PREVENTERS

- A. Reduced Pressure Backflow Preventers
 - 1. Comply with ASSE 1013.
 - 2. Bronze body, with bronze internal parts and stainless-steel springs.
 - 3. Two independently operating, spring loaded check valves; diaphragm type differential pressure relief valve located between check valves; third check valve opening under back pressure in case of diaphragm failure; non-threaded vent outlet; assembled with two gate valves, strainer, and four test cocks.
 - 4. Manufacturers:
 - a. Febco 825Y.
 - b. Hersey FRP II
 - c. Wilkins 975.
 - d. Watts Series LF909, or approved equal

- B. Double Check Valve Assemblies:
 - 1. Comply with ASSE 1012.
 - 2. Bronze body with corrosion resistant internal parts and stainless-steel springs; two independently operating check valves with intermediate atmospheric vent.
 - 3. Dual Check Valve with Atmospheric Vent shall be installed at referenced cross-connections. Valve shall feature stainless steel and rubber internals protected by an integral strainer. Primary check shall be rubber to rubber seated, backed by the secondary check with rubber to metal seating.
 - 4. Manufacturers:
 - a. Febco 815.
 - b. Hersey BCP
 - c. Wilkins 760.
 - d. Watts Series 9D or approved equal.

- C. Dual Check Valves:
 - 1. Comply with ANSI/NSF Standard 18, Manual Food and Beverage Dispensing Equipment. (ASSE 1022 Approved Dual Check Valve).
 - 2. Body and adapters are of 316 stainless steel construction and all rubber components comply with FDA food additive regulations.
 - 3. All materials in contact with the potable water are in compliance with the requirements of the Safe Drinking Water Act, Public Law 93-523, National Interim Primary Drinking Water Regulations.
 - 4. Manufacturers:
 - a. Wilkins 740.
 - b. Watts Model SD-2/9BD, or approved equal

- D. Lead Free

2.3 WATER HAMMER ARRESTORS

- A. Manufacturers: Watts Series LF15M2 Series or approved equal.
- B. ANSI A112.26.1; copper construction, piston type sized in accordance with PDI WH-201.
- C. Pre-charged suitable for operation in temperature range 33 to 180 degrees Fahrenheit and maximum 150 psi working pressure.
- D. Access Panel: Acorn Model 8292 or approved equal.
- E. Lead Free.

2.4 THERMOSTATIC MIXING VALVES:

- A. Manufacturers:
 - 1. Leonard.
 - 2. Acorn controls.
 - 3. Power.
 - 4. Bradley.
 - 5. Zurn/Wilkins.

- B. Certified to ASSE Standard 1017, ASSE 1070, and meets the anti-scald requirements of ASSE Standard 1016.

- C. Valve: Chrome plated cast brass body, stainless steel or copper alloy bellows, integral temperature adjustment.

- D. Capacity:
1. TMV-1: Flow capacity between 0.35 gpm Min. and 4 gpm Max. at 5 psi pressure drop. Lead Free.
 - a. Model:
 - (1) Lawler 1070 Series
 - (2) Leonard – 170-LF
 - (3) Acorn controls - ST70CP-38
 - (4) Power - LFLM495
 - (5) Zurn/Wilkins – ZW3870XLT-4P
 2. TMV-2: 3 gpm Min. and 14 gpm Max. at 5 psi pressure drop. Lead Free
 - a. Model:
 - (1) Lawler 66-25
 - (2) Leonard – LV-186-982-LF-STSTL-REC.
 - (3) Acorn controls – SFMV Series
 - (4) Power – ETV200
 - (5) Bradley – TMV-25
 3. TMV-3: 3 gpm Min. and 30 gpm Max. at 5 psi pressure drop. Lead Free
 - a. Model:
 - (1) Lawler 66-80
 - (2) Leonard – LV-186-983-LF-STSTL-REC.
 - (3) Acorn controls – SFMV Series
 - (4) Power – ETV200
 - (5) Bradley – TMV-80
- E. Accessories:
1. Check valve on inlets.
 2. Volume control shut-off valve on outlet.
 3. Stem thermometer on outlet.
 4. Strainer stop checks on inlets.
- F. Cabinet: 16 gage stainless steel, for recessed mounting with keyed lock.
- G. Mechanical Rooms: Omit cabinet, surface mount.
- H. Mount:
1. TMV-1 in piping under lavatory/sink/etc.
 2. TMV-2 in wall mounted stainless steel cabinet.
 3. TMV-3 in wall mounted stainless steel cabinet
- I. Lead Free.

2.5 SOLENOID VALVES

- A. ASCO Series Next Generation
- B. Provide at each kitchen cooking hood and at each science lab prep room and demo table where for automatic gas supply shut-off.
- C. Coordinate electrical connections with Division 26.

2.6 INLINE AUTOMATIC WATER FILTER

- A. A 10 to 25 micron Water filter to be provided on the main cold-water line (Amiad SAF series).

- B. The SAF series are automatic filters, with a self-cleaning mechanism driven by an electric motor. The SAF filters are designed to work with various types of screens in filtration degrees from 800 to 10 micron. The ABF series is available in inlet/outlet diameters of full size as incoming water service.
- C. Controller shall be Electro-Mechanical Relay and Timer. The self-cleaning cycle begins under any one of the following conditions:
 - 1. Receiving a signal from the Pressure Differential Switch.
 - 2. Time interval parameter set at the control board.
 - 3. Manual Start.
- D. Power.
 - 1. 460/3/60
 - 2. Coordinate electrical connections with Division 26.

2.7 FLOW METER

- A. Water meter
 - 1. Provide clamp-on ultrasonic water flow meter at the main water point of entry or as indicated on plan.
 - 2. Provide Onicon F-4300 meter with the followings.
 - a. Accuracy +/- 1.0% of reading from 1.6 ft/s to 20 ft/s
 - b. Repeatability +/- 0.25 % of reading
 - c. Bi-directional flow range of 1.6 to 40 ft/s
 - d. Process pipe-wall temperature: 32°F to 140°F
 - e. Power supply: 120VAC , 60 Hz, 10 VA max. .(provide transformer as needed)
 - f. Output signals:
 - (1) 4-20 mA DC current output
 - (2) Pulse (configurable)
 - (3) Relay (configurable)
 - g. Digital communications: RS-232, RS-485, Modbus RTU
 - h. Materials:
 - (1) Enclosure NEMA 4X
 - (2) Transducers IP68 (Encapsulated)
 - i. Standard cable length: 25 ft (9 m), Maximum cable length: 100 ft (30 m)
 - 3. Acceptable Manufacturers:
 - a. Sierra
 - b. Siemens
 - c. Dynasonics
 - d. Onicon
- B. Natural/Propane gas meter
 - 1. Provide insert mass flow meter at the main water point of entry or as indicated on plan.
 - 2. Provide Onicon F-5500 meter with the followings.
 - a. Accuracy +/- 0.5% of reading from 0.16 ft/s to 20 ft/s
 - b. Repeatability +/- 0.25 % of reading
 - c. Bi-directional flow range of 0.16 to 40 ft/s
 - d. Process pipe-wall temperature: 32°F to 140°F
 - e. Input power: 12-28 VDC, 6 W min.
 - f. Power supply: 120VAC , 60 Hz, 10 VA max.(provide transformer as needed)
 - g. Output signals:
 - (1) 4-20 mA DC current output

- (2) Pulse (configurable)
 - (3) Relay (configurable)
 - h. Digital communications: RS-232, RS-485, Modbus RTU
 - i. Materials:
 - (1) Enclosure NEMA 4X
 - (2) Transducers IP68 (Encapsulated)
 - j. Standard cable length: 15 ft (9 m), Maximum cable length: 100 ft (30 m)
 - 3. Acceptable Manufacturers:
 - a. Sierra
 - b. Thermal Instrument Co.
 - c. Dynasonics
 - d. Onicon
- C. Blowdown meter
 - 1. Provide 2" stainless steel water flow meter with pulse output at the cooling tower blow down line or as indicated on plan.
 - 2. Provide PRM # WM200SSVX meter with the followings.
 - a. Accuracy +/- 5.0% of transitional flow and +/- 2.0% normal flow
 - b. Process pipe-wall temperature: 32°F to 104°F
 - c. Flow range: 2-100 GPM.
 - d. Output signals:
 - (1) Pulse (configurable)
 - e. Materials:
 - (1) 304 Stainless steel
 - (2) Seal: Viton
 - f. Standard cable length: 10 ft (9 m), Maximum cable length
 - 3. Acceptable Manufacturers:
 - a. Stenner
 - b. EKM
 - c. Carlon Meter
 - d. PRM
- D. Warranty
 - 1. Products are warranted to be free from defects in material and workmanship and will be repaired or replaced at no charge to the owner, provided return or rejection of product is made within a reasonable period but no longer than one (1) year for calibration and non-calibration defects, from date of delivery

2.8 ELECTRICAL CHARACTERISTICS AND COMPONENTS

- A. Coordinate required voltage, wire size and over current device size with electrical drawings. Contractor shall provide all electrical connections per manufacturer's installation instructions.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install equipment on concrete housekeeping pad, minimum 4 inches high and six (6) inches larger than water heater base on each side. Refer to Section 03 30 00
- B. Backflow Preventers and Vacuum Breakers.

1. Isolate all non-potable water requirements from the building domestic water system with backflow prevention device manufactured and certified for the particular application.
 2. Pipe relief from backflow preventer indirectly to drain of sufficient size to evacuate maximum flow discharge.
 3. Backflow preventers shall be duplexed full-size where located within domestic water lines serving in-patient areas, critical research areas, and/or any area or equipment where un-interruptible (24 hour) water service is required.
 4. Test ports shall not be located more than 72 inches above finished floor or permanent platform.
 5. Do not install vacuum breakers or backflow preventers above equipment, above ceilings, concealed within walls, or areas where water leakage can cause damage.
 6. Install a strainer immediately upstream of each vacuum breaker and backflow preventer.
- C. Water Hammer Arrestors (Hydraulic Shock Absorbers).
1. Provide hydraulic shock absorbers in cold and hot water supply lines to each fixture branch, battery of fixtures and at each automatic, solenoid-operated or quick-closing valve serving equipment.
 2. Locate and size hydraulic shock absorbers in accordance with PDI-WH-201 Standard and manufacturer's published recommendations.
 3. Install hydraulic shock absorbers with clearances to allow inspection, removal and replacement. Provide access panels where required.

END OF SECTION 22 30 00

SECTION 22 40 00 - PLUMBING FIXTURES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. SECTION 22 05 00 – COMMON WORK RESULT FOR PLUMBING
- C. SECTION 22 05 16 – EXPANSION FITTINGS AND LOOPS FOR PLUMBING PIPING
- D. SECTION 22 05 29 – PLUMBING PIPE HANGERS AND SUPPORTS
- E. SECTION 22 05 48.13 – VIBRATION CONTROLS FOR PLUMBING PIPING AND EQUIPMENT

1.2 SUMMARY

- A. Provide a complete system of plumbing fixtures and trim.
- B. All materials and equipment for the potable water system shall meet the latest mandates and requirements for lead free required by law that goes into effect January 2014.

1.3 SUBMITTALS

- A. Product Data: Submit catalog illustrations of fixtures, sizes, rough-in dimensions, utility sizes, trim, and finishes.
- B. Manufacturer's Certificate: Certify products meet or exceed specified requirements.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Accept fixtures on site in factory packaging. Inspect for damage.
- B. Protect installed fixtures from damage by securing areas and by leaving factory packaging in place to protect fixtures and prevent use.

1.5 EXTRA MATERIALS

- A. Furnish two sets of faucet washers flush valve service kits lavatory supply fittings shower heads toilet seats.

PART 2 - PRODUCTS

2.1 FLUSH VALVE WATER CLOSETS

- A. Fixture Manufacturers:
 - 1. American Standard.
 - 2. Kohler Co.

3. Zurn.
- B. Fixture Trim Manufacturers:
1. Bemis
 2. Beneke
 3. Church
 4. Delaney
 5. Sloan Valve Co.
 6. Zurn Industries.
 7. American Standard.
- C. WC-1: ASME A112.19.2M; wall hung, siphon jet vitreous china closet bowl, with elongated rim, 1-1/2 inch top back spud, china bolt caps. Provide as indicated on plumbing fixture schedule.
1. Wall Mounted: American Standard 3351.101.020
 2. Or as indicated on schedules.
 3. Trim : (Type C)
 4. **CPR #3** At Central MS: Trim (Type A)
- D. WC-2: Same as WC-1, except mounted at ADA/TAS height for appropriate age group.
1. Wall Mounted: American Standard 3351.101.020
 2. Or as indicated on schedules.
 3. Trim : (Type C)
 4. **CPR #3** At Central MS: Trim (Type A)
 5. Provide flush valve stem offset as required.
- E. Trim:
1. Sensor Operated Flush Valve (Type A): ASME A112.18.1; exposed chrome plate, diaphragm type with battery operated solenoid operator, infrared sensor and over-ride button in plate chrome cover, 2" offset flush connection, vandal resistant stop cap and vacuum breaker maximum 1.28 gallon. Sloan Model 8111-1.28 or provide as indicated on plumbing fixture schedule.
 2. Sensor Operated Flush Valve (Type B): ASME A112.18.1; exposed chrome plated, diaphragm type with 24V transformer, solenoid operator, infrared sensor and manual over-ride button in chrome plated cover, 2" offset flush connection, integral screwdriver stop with vandal resistant stop and vacuum breaker, maximum 1.28 gallon flush volume. Sloan 111 ESS Hardwired-1.28 DFB-TMO-HW or provide as indicated on plumbing fixture schedule.
 3. Exposed Flush Valve (Type C): ASME A112.18.1; exposed chrome plated, diaphragm type with non-hold open handle, escutcheon, seat bumper, 2" offset flush connection, integral screwdriver stop and vacuum breaker; maximum 1.28 gallon. Sloan Model Royal or Zurn AV Series or Sloan 111-1.28 (standard), Sloan 115-1.28 DFB (ADA) or provide as indicated on plumbing fixture schedule

- F. Seat: White plastic, open front, extended back, self-sustaining hinge, stainless steel mounting hardware, brass bolts, with without cover. Manufacturer: Bemis, Beneke, Olsonite, and Church. Bemis 1655SSCT or provide as indicated on plumbing fixture schedule.
- G. Wall Mounted Carrier: ASME A112.6.1; adjustable cast iron frame, integral drain hub and vent, adjustable spud, lugs for floor and wall attachment, threaded fixture studs with nuts and washers. Jay R. Smith 200 series carriers, or equal by zurn and watts.

2.2 WALL HUNG URINALS

- A. Fixture Manufacturers:
 - 1. American Standard Plumbing.
 - 2. Crane.
 - 3. Eljer.
 - 4. Kohler Co.
 - 5. Zurn.
- B. Fixture Trim Manufacturers:
 - 1. Delaney
 - 2. Sloan.
 - 3. Zurn.
 - 4. American Standard.
- C. All urinal flush valves shall meet the latest mandates and requirements for lead free required by law that goes into effect January 2014.
- D. U-1: ASME A112.19.2M; vitreous china, wall hung, elongated rim integral trap, removable stainless steel strainer, 3/4 inch top spud, provide chair carrier as required. American Standard Pintbrook Model 6002.001 or provide as indicated on plumbing fixture schedule.
 - 1. Trim : (Type C)
 - 2. **CPR #3** At Central MS: Trim (Type A)
- E. U-2: Same as U-1, except mounted at ADA/TAS height for appropriate age group.
 - 1. Trim : (Type C)
 - 2. **CPR #3** At Central MS: Trim (Type A)
- F. Trim:
 - 1. Sensor Operated Flush Valve (Type A): ASME A112.18.1; exposed chrome plate, diaphragm type with battery operated solenoid operator, infrared sensor and over-ride button in plate chrome cover, vandal resistant stop cap and vacuum breaker maximum 1 pint. Sloan Model G2 OPTIMA PLUS 8186-0.5 Series or provide as indicated on plumbing fixture schedule.
 - 2. Sensor Operated Flush Valve (Type B): ASME A112.18.1; exposed chrome plated, diaphragm type with 24V transformer, solenoid operator, infrared sensor and manual over-ride button in chrome plated cover, integral

- screwdriver stop with vandal resistant stop and vacuum breaker, maximum one (1) pint flush volume. Sloan Model 186 ES-S or provide as indicated on plumbing fixture schedule.
3. Exposed Flush Valve (Type C): ASME A112.18.1; exposed chrome plated, diaphragm type with non-hold open handle, escutcheon, integral screwdriver stop with vandal resistant stop cap, vacuum breaker; maximum one (1) pint flush volume. Sloan Model Royal, or Zurn AV series. Sloan Flushometer 186-0.125 DBP or provide as indicated on plumbing fixture schedule.
- G. Wall Mounted Carrier: ASME A112.6.1; cast iron and steel frame with rectangular legs, lugs for floor and wall attachment, threaded fixture studs for fixture hanger, bearing studs. Provide bottom bearing plate. Jay R. Smith figure 0637, or equal by Zurn and watts or provide as indicated on plumbing fixture schedule.

2.3 LAVATORIES

- A. Fixture Manufacturers:
1. American Standard Plumbing.
 2. Kohler Co
 3. Crane
 4. Eljer
 5. Zurn.
- B. Fixture Trim Manufacturers:
1. Sloan
 2. T & S Brass.
 3. Chicago.
 4. Speakman.
- C. Supply Fittings Manufacturers:
1. Chicago.
 2. McGuire.
 3. Brasscraft.
 4. Zurn.
- D. All lavatory faucets and trim shall meet the latest mandates and requirements for lead free required by law that goes into effect January 2014.
- E. L-1, Vitreous China Wall Hung Basin: ASME A112.19.2M; American Standard 0355.012 vitreous china wall hung lavatory 21 x 18 inch minimum, with four (4) inch high back, 3 deck holes, rectangular basin with splash lip, front overflow, and soap depression. Provide floor mounted carrier for correct lavatory type. Provide as indicated on plumbing fixture schedule.
1. Trim : (Type F1)

2. **CPR #3** At Central MS: Trim (Type A1)
- F. L-2, Vitreous China Wall Hung Basin: ASME A112.19.2M; American Standard 0356.421 vitreous china wall hung lavatory 21 x 18 inch minimum, with four (4) inch high back, single deck hole, rectangular basin with splash lip, front overflow, and soap depression. Provide floor mounted carrier for correct lavatory type. Provide as indicated on plumbing fixture schedule.
1. Trim : (Type F1)
 2. **CPR #3** At Central MS: Trim (Type A1)
- G. L-3, Vitreous China Counter Top Basin: ASME A112.19.2M; vitreous china self-rimming counter top lavatory, 20 x 17 inches with drillings on four (4) inch centers, front overflow, soap depression, seal of putty, caulking, or concealed vinyl gasket. (Oval) American Standard 0476.028 or provide as indicated on plumbing fixture schedule.
1. Trim : (Type F1)
 2. **CPR #3** At Central MS: Trim (Type A1)
- H. Trims:
1. Supply Fitting: ASME A112.18.1 (Type A1); chrome plated brass spout, metering valve cartridge, supply fitting with open grid strainer, water economy aerator with maximum 0.5 gpm flow, ADA compliant. Chicago Faucet Co. Series, or equivalent by T&S Brass, and American Standard. Chicago 802-VE2805-665ABCP or provide as indicated on plumbing fixture schedule.
 2. Supply Fitting: ASME A112.18.1 (Type B); chrome plated brass spout, supply fitting with open grid strainer, water economy aerator with maximum 0.5 gpm flow, ADA compliant. Chicago Faucet Co. Series, or equivalent by T&S Brass, and American Standard. Chicago Mechanical Faucet 420-E2805ABCP or provide as indicated on plumbing fixture schedule.
 3. Supply Fitting: ASME A112.18.1 (Type C1); chrome plated brass spout, supply fitting with open grid strainer, battery operated sensor faucet with water economy aerator with maximum 0.5 gpm flow, ADA compliant. Sloan Model EBF-650 or provide as indicated on plumbing fixture schedule.
 4. Supply Fitting: ASME A112.18.1 (Type C2); chrome plated brass spout, supply fitting with open grid strainer, battery operated sensor faucet with water economy aerator with 0.5 gpm flow, ADA compliant. Chicago Faucets Model EQ-C12A-12ABCP or provide as indicated on plumbing fixture schedule.
 5. Supply Fitting: ASME A112.18.1 (Type C3); chrome plated brass spout, supply fitting with open grid strainer, battery operated sensor faucet with water economy aerator with maximum 0.5 gpm flow, ADA compliant. Chicago Faucet 116.606.AB.1 Series or provide as indicated on plumbing fixture schedule.
 6. Supply Fitting: ASME A112.18.1 (Type C4); chrome plated brass spout, supply fitting with open grid strainer, 24V transformer sensor faucet with water economy aerator with maximum 0.5 gpm flow, ADA compliant. Chicago Faucet 116.706.AB.1 Series or provide as indicated on plumbing fixture schedule.
 7. Supply Fitting: ASME A112.18.1 (Type D1) ; chrome plated brass spout, supply fitting with open grid strainer, 24V transformer sensor faucet with water economy aerator with maximum 0.5 gpm flow, ADA compliant. Sloan Model ETF-600-8-B-BDM or provide as indicated on plumbing fixture schedule.

8. Supply Fitting: ASME A112.18.1 (Type D2); chrome plated brass spout, supply fitting with open grid strainer, 24V transformer sensor faucet with water economy aerator with 0.5 gpm flow, ADA compliant. Chicago Faucets Model EQ-A-12A-52ABCP or provide as indicated on plumbing schedule.
9. Supply Fitting: ASME A112.18.1 (Type D3); chrome plated brass spout, supply fitting with open grid strainer, 24V transformer sensor faucet with water economy aerator with maximum 0.5 gpm flow, single supply for temperature Chicago Faucets EQ-A13A-51ABCP and or provide as indicated on plumbing fixture schedule.
10. Supply Fitting: ASME A112.18.1 (Type D4); chrome plated brass spout, supply fitting with open grid strainer, 24V transformer sensor faucet with water economy aerator with maximum .5 gpm flow, dual supply for temperature Chicago Faucets EQ-A13A-52ABBN ADA compliant or provide as indicated on plumbing fixture schedule.
11. Supply Fitting: ASME A112.18.1 (Type E1); chrome plated brass spout, quantum compression operating cartridge, supply fitting with open grid strainer, water economy aerator with 0.5 gpm flow, ADA compliant. Chicago Faucet Co. Series, or equivalent by T&S Brass, and American Standard. Chicago Faucet 895-317E2805-5ABCP.
12. Supply Fitting: ASME A112.18.1 (Type E2); chrome plated brass spout, quantum compression operating cartridge, supply fitting with open grid strainer, water economy aerator with 1.0 gpm flow, ADA compliant. Chicago Faucet Co. Series, or equivalent by T&S Brass, and American Standard. Chicago Faucet 895-317E65VRGD1AB.
13. Supply Fitting: ASME A112.18.1 (Type E3); chrome plated brass spout, quantum compression operating cartridge, supply fitting with open grid strainer, water economy aerator with 1.5 gpm flow, ADA compliant. Chicago Faucet Co. Series, or equivalent by T&S Brass, and American Standard. Chicago Faucet 895-317E35ABCP.
14. Supply Fitting: ASME A112.18.1 (Type E4); chrome plated brass spout, quantum compression operating cartridge, supply fitting with open grid strainer, water economy aerator with 2.2 gpm flow, ADA compliant. Chicago Faucet Co. Series, or equivalent by T&S Brass, and American Standard. Chicago Faucet 895-317E29ABCP.
15. Supply Fitting: ASME A112.18.1 (Type F1); chrome plated brass spout, metering valve cartridge, supply fitting with open grid strainer, water economy aerator with 0.5 gpm flow, ADA compliant. Chicago Faucet Co. Series, or equivalent by T&S Brass, and American Standard. Chicago Faucets Model 807-E2805-665PSHAB or provide as indicated on plumbing fixture schedule.
16. Supply Fitting: ASME A112.18.1 (Type F2); chrome plated brass spout, metering valve cartridge, supply fitting with open grid strainer, water economy aerator with 0.5 gpm flow, ADA compliant. Chicago Faucet Co. Series, or equivalent by T&S Brass, and American Standard. Chicago Faucets Model 857-E2805-665PSHAB or provide as indicated on plumbing fixture schedule
17. Supply Fitting: ASME A112.18.1 (Type H); chrome plated brass spout, metering valve cartridge, supply fitting with open grid strainer, water economy aerator with 0.5 gpm flow, ADA compliant. Chicago Faucet Co. Series, or equivalent by T&S

Brass, and American Standard. Chicago Faucets Model 333-E2805-665PSHAB or provide as indicated on plumbing fixture schedule.

18. Supply Fitting: ASME A112.18.1 (Type I); chrome plated brass spout, supply fitting with open grid strainer, water economy aerator with 0.5 gpm flow, ADA compliant. Chicago Faucet 3510-E2805AB Series, or equivalent by T&S Brass, and or provide as indicated on plumbing fixture schedule.
 19. Supply Fitting: ASME A112.18.1 (Type J1); chrome plated brass spout, supply fitting with open grid strainer, water economy aerator with 0.5 gpm flow, 4 inch wrist blade handle. ADA compliant. Chicago Faucet 201-G8AE2805F317AB, or equivalent by T&S Brass, or provide as indicated on plumbing fixture schedule.
- I. Accessories:
1. Chrome plated 17 gage brass P-trap with clean-out plug and arm with escutcheon.
 2. Chrome plated 17 gage open grid P. O. plug.
 3. Removable key stops.
 4. Flexible supplies.
 5. Trap and waste insulated and offset to meet ADA compliance.
 6. Tempering valve – Power LFe480 series, Acorn, or Leonard.
- J. Floor Mounted Carrier: ASME A112.6.1; cast iron and steel frame with tubular legs, lugs for floor and wall attachment, threaded studs for fixture hanger, concealed arm supports, bearing plate and studs. Jay R. Smith 710 Series, or equal by Zurn and watts.

2.4 SINKS

- A. Fixture Manufacturers:
1. Elkay Mfg.
 2. Just
 3. American standard
 4. Advance Tabco
- B. Fixture Trim Manufacturers:
1. Chicago Faucet Co.
 2. T & S Brass
 3. Symmons
 4. Speakman
- C. Supply Fittings Manufacturers:
1. Chicago.

2. McGuire.
 3. Brasscraft.
 4. Zurn.
- D. All sink faucets and trim shall meet the latest mandates and requirements for lead free required by law that goes into effect January 2014.
- E. SK-1: Single Compartment Bowl: ASME A112.19.3; 19-1/2 x 19-1/2" x 6-1/2 inch outside dimensions, 18 gage thick, Type 304 stainless steel. Self-rimming and undercoated, with 1-1/2 inch chromed brass stainless steel drain, ledge back drilled for trim. Elkay Model LRADQ191965PD or provide as indicated on plumbing fixture schedule.
1. Trim: ASME A112.18.1 (Type J1): chrome plated brass supply with rigid spout, 4" vandal proof wrist blade, water economy aerator with 0.5 gpm. Mechanical faucet deck mounted 8" fixed Center, dual supply for hot and cold water service Chicago Faucets Model 201-AGN8AE2805-F-317CP, or equivalent by T&S Brass and American Standard or provide as indicated on plumbing fixture schedule.
 2. Trim: ASME A112.18.1 (Type J2): chrome plated brass supply with rigid spout, 4" vandal proof wrist blade, water economy aerator with 1.0 gpm. Mechanical faucet deck mounted 8" fixed Center, dual supply for hot and cold water service Chicago Faucets Model 201-G8AE26-F-317AB, or equivalent by T&S Brass and American Standard or provide as indicated on plumbing fixture schedule.
 3. Trim: ASME A112.18.1 (Type J3): chrome plated brass supply with rigid spout, 4" vandal proof wrist blade, water economy aerator with 1.5 gpm. Mechanical faucet deck mounted 8" fixed Center, dual supply for hot and cold water service Chicago Faucets Model 201-AGN8AE35-317CP, or equivalent by T&S Brass and American Standard or provide as indicated on plumbing fixture schedule.
 4. Trim: ASME A112.18.1 (Type K1); chrome plated brass supply with rigid spout, vandal proof water economy aerator with maximum 1.5 gpm flow, four (4) inch wrist blade handles and quarter turn ceramic disc cartridges. Chicago Faucet Model 1100-L9E35-317ABCP, or equivalent by T&S Brass and or provide as indicated on plumbing fixture schedule.

2.5 LAVATORY and SINK INSULATION & SHIELD KIT

- A. Manufacturers:
1. Truebro/IPS
 2. Plumberex
 3. Zurn
- B. Product Description: Safety Covers conforming to ANSI A177.1 and consisting of insulation kit of molded closed cell vinyl construction, 3/16 inch thick, white color, for insulating tailpiece, P-trap, valves, and supply piping. Furnish with weep hole and angle valve access covers.
- C. Provide Lavatory shield: Rigid enclosure is dimensionally engineered to comply with ADA requirements, design aesthetics and mechanical cooperation. LAV SHIELD conceals electronic faucet components, mixing valves, trap primers and instantaneous water heaters*, eliminating vandalism while allowing wheelchair accessibility under lavatories.

Available in the standard model for field fit applications or may be ordered as a factory pre-cut which closely follows the underside contours of the lavatory specified.

1. UL listing in accordance with ADA Standards.
2. Flammability - UL-94 V-0, 5VA ASTM D-635-91 4 (ATB) 2.1 (AEB).

D.

2.6 BATHTUBS AND SHOWERS

A. Fixture Manufacturers:

1. Aquarius
2. American Standard Plumbing
3. Eljer Plumbingware
4. Kohler Co.

B. Trim Manufacturers:

1. Chicago Faucet Co.
2. Leonard
3. Powers
4. Symmons

C. Bathtub: ANSI Z124.1; molded glass fiber reinforced polyester, with slip-resistant bottom surface, contoured shape, 60 inches long x 30 inches wide color as selected by Architect.

D. Bath and Shower Trim: ASME A112.18.1; concealed shower and over rim supply with diverter spout, pressured balanced mixing valve, bent shower arm with flow control and adjustable spray ball joint showerhead with maximum 2.5 gpm flow and escutcheon, lever operated pop-up waste and overflow. Leonard Model 4503 or [provide as indicated on plumbing fixture schedule](#).

2.7 SHOWERS (Regular) – (SH-1)

A. Manufacturers:

1. Chicago Faucet Co.
2. Acorn Engineering Company.
3. Speakman.
4. Leonard Valve Co.
5. Symmons
6. Powers

B. SH-1: ASME A112.18.1; concealed shower supply with pressure balanced or thermostatic mixing valves, integral service stops, chrome plated vandal-proof institutional head with integral wall mounting flange, built-in 1.5 gpm flow, and

escutcheon. Acorn – SV16-LVR – 519 - MSH - F1.5 or provide as indicated on plumbing fixture schedule.

2.8 SHOWERS (ADA) – (SH-2)

- A. Manufacturers:
1. Acorn Engineering Company.
 2. Powers.
 3. Approved equal.
- B. SH-2 ADA: ASME A112.18.1 and ASSE 1016-2011; concealed shower supply with pressure balanced and thermostatic mixing valves, integral service stops, hand held shower () with 69 inch metal clad hose and 24 inch glide mounted on right hand side (), flow rate 1.5 GPM. ACORN – SV16-LVR – HHC15 - HSSH - HHSE - IVB – SB – PK or provide as indicated on plumbing fixture schedule.

2.9 FLOOR DRAINS

- A. Manufacturers:
1. Josam Mfg.,
 2. Jay R. Smith Mfg.,
 3. Wade Spec. Products
 4. Zurn Industries
 5. Mifab
 6. Watts
- B. Floor Drain (FD-1): ASME A112.21.1; Top round floor drain, lacquered cast iron two piece body with double drainage flange, weep holes, reversible clamping collar, and round, adjustable nickel-bronze strainer. Zurn ZN-415-BZ1 (Vandal-Proof Secured Top) or provide as indicated on plumbing fixture schedule.

2.10 TRAP SEAL PRIMERS

- A. Manufacturers:
1. PPP Inc.
 2. Jay R. Smith Mfg.
 3. Siouxchief
 4. Zurn Industries
 5. Mifab
 6. Watts
 7. Sloan

- B. Trap Seal Primers-Pressure Drop Type (TP-1)
 - 1. Adjustable to the static line pressure by use of the adjusting screw. System operating range is 20 psi minimum to 80 psi. The trap Primer is to be connected to a cold water supply with isolation valve.
 - a. PPP Model P1-500 will prime 1-4 floor drains using DU-U Distribution unit.
 - b. PPP Model P2-500 will prime 1-2 floor drains using DU-U Distribution unit.
- C. Trap Seal Primers-Flush Valve Type (TP-2)
 - 1. Vacuum breaker trap primer attached to water closet flush valve, similar to Sloan VBF-72-A.
- D. Trap Seal Primer: (TP-3), Jay R. Smith 2699 Series.

2.11 CLEANOUTS

- A. Cleanouts shall be provided where indicated on Drawings and elsewhere as required by code.
 - 1. Cleanouts in pipelines shall consist of cast iron ferrule and heavy duty cleanout plug with square head as scheduled on the Drawings. Where piping is concealed in floors or walls cleanouts shall be installed in or near surface of floor or walls and have countersunk plugs with covers
- B. Cleanouts shall be provided at the base of the stack on all sanitary, waste and drainage stacks. Base of stack cleanouts on piping located within walls or partitions shall be cast iron cleanout tee with countersunk plug and chromium-plated round access cover, J.R. Smith figure or approved equal.
- C. Manufacturers:
 - 1. Josam Mfg.
 - 2. Jay R. Smith Mfg.
 - 3. Wade Spec. Products
 - 4. Zurn Industries
 - 5. Mifab
 - 6. Watts
- D. Floor, Outdoors: Coated cast iron body with gasket seal ABS plug and round cast iron scoriated non-skid cover. Jay R. Smith, Model 4220-F-C-U.
- E. Floor, Indoors (FCO): Coated cast iron body with gasket seal ABS plug, threaded top assembly with round nickel bronze scoriated cover in service areas. Jay R. Smith, Model 4025 – F-C-U.
- F. Wall Cleanout (WCO): Line type with lacquered cast iron body with bronze taper thread plug and round stainless steel access cover secured with vandal proof screw. Jay R. Smith Model 4420-U.

- G. Floor, Stainless Steel Indoors (CO): Coated cast iron body with gasket seal ABS plug, threaded top assembly with round stainless steel scoriated cover in service areas. Jay R. Smith Model 9760 Series.

2.12 RECESSED VALVE BOX

- A. Manufacturers: Guy Gray, or approved equal.
- B. RVB-1, Refrigerator/Ice Machine: Stainless steel preformed rough-in box with brass valves with wheel handle slip in finishing cover. IPS Model SSMIB8AB.
- C. RVB-2, Washing Machine: Galvanized steel preformed rough-in box with brass long shank valves with wheel handles, valves with single lever handle, socket for two (2) inch waste, slip in finishing cover. IPS Model SSWB-3.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Section 01 31 13 - Administrative Requirements: Coordination and project conditions.
- B. Verify walls and floor finishes are prepared and ready for installation of fixtures.
- C. Verify electric power is available and of correct characteristics.
- D. Confirm millwork is constructed with adequate provision for installation of counter top lavatories and sinks.

3.2 PREPARATION

- A. Rough-in fixture piping connections in accordance with minimum sizes indicated in fixture rough-in schedule for particular fixtures.

3.3 INSTALLATION

- A. Install each fixture with trap, easily removable for servicing and cleaning.
- B. Provide chrome plated rigid or flexible supplies to fixtures with loose key or screwdriver stops, reducers, and escutcheons.
- C. Install components level and plumb.
- D. Install and secure fixtures in place with wall supports wall carriers and bolts.
- E. Seal fixtures to wall and floor surfaces with sealant, color to match fixture.
- F. For ADA accessible water closets, install flush valve with handle to wide side of stall.
- G. Emergency Shower: Provide a floor drain at each shower installation. Jay R. Smith Model 2005-A07NB-P or provide as indicated on plumbing fixture schedule.
- H. Ice maker: Provide floor sink and cold-water outlet RVB-1 to each location. Coordinate with Architecture Drawings prior to rough-in. Ensure drains are located at low point(s) of floor slope.

- I. Water Heater: Provide floor drain to each location. Coordinate with Architecture Drawings prior to rough-in. Ensure drains are located at low point(s) of floor slope.
- J. Janitor Closet: Provide floor drain to each location. Coordinate with Architecture Drawings prior to rough-in. Ensure drains are located at low point(s) of floor slope.
- K. Commercial Washer: Provide floor drain to each location. Coordinate with Architecture Drawings prior to rough-in. Ensure drains are located at low point(s) of floor slope.
- L. Washing Machine: Provide Hot and cold water outlet RVB-2 to each location. Coordinate with Architecture Drawings prior to rough-in.
- M. Provide power wiring, including control power transformers as required for all sensor type fixtures.
- N. Bolt carriers to the floor.
- O. All sinks shall have an offset rear centered drain.

3.4 INTERFACE WITH OTHER PRODUCTS

- A. Review millwork shop-drawings. Confirm location and size of fixtures and openings before rough in and installation.

3.5 ADJUSTING

- A. Adjust stops or valves for intended water flow rate to fixtures without splashing, noise, or overflow.
- B. Hot water temperature outlet at each sink and lavatory shall be adjusted to 105 degree F maximum except for water supplying clothes washing machines and kitchen equipment which shall supply with 140 degree F.

3.6 CLEANING

- A. Clean plumbing fixtures and equipment.

3.7 PROTECTION OF INSTALLED CONSTRUCTION

- A. Do not permit use of fixtures before final acceptance.

END OF SECTION 22 40 00

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

July 31, 2023

VIA: Email



Dr. Matthew Neighbors
Superintendent of Schools
Galveston Independent School District
3904 Avenue T, Galveston, TX 77550

RE: Weis Middle School Renovations Project – Phase 1
Proposed Change Order No. 01
PBK Project Number: 220430

Dear Dr. Neighbors:

On Thursday, July 20, 2023, Unbehagen Construction/Tucon LLC submitted a proposal for the renovation of one set of Boys and Girls Restrooms at Central Middle School at the request of the Project Team.

Proposition C of the approved 2022 Bonds included work at three (3) Campuses: Central, Weis and Austin Middle Schools. The work associated with this proposition is being procured via multiple packages across multiple phases. The proposed change order allows the work to be completed in the most expeditious manner.

Based on a review and analysis of the submitted Change Proposal, PBK recommends the Board of Trustees approve Change Order No. 01 in the amount of **Two Hundred Seventy-four Thousand Two Hundred Seventeen and 60/100 Dollars (\$274,217.60)** to add this scope of work to TUCON LLC's executed contract.

Current Contract Amount:	\$1,100,000.00
Change Order No. 01	\$274,217.60
Total Contract Amount with Change Order No. 01.....	\$1,374,217.60

Total Construction Funds Allocated for Central MS	\$7,214,607.00
Total Construction Funds Allocated for Weis MS.....	\$15,621,571.00
Total Construction Funds Allocated for Austin MS	\$7,542,373.00

We would like to express our sincere thanks to you, the Board of Trustees, and all the Galveston Independent School District staff for your assistance during the coordination of these exciting projects. If you have any questions concerning the proposed Change Order or our recommendations for approval, please do not hesitate to contact us at any time.

Sincerely,

Manny Torres, Partner
PBK Architects, Inc.

Mail: 2925 Gulf Fwy. South, #B-194 - League City, Texas 77573
Office: 2111 Gulf Fwy, La Marque, TX 77568
Phone: 409-632-7922
Web: www.tuconllc.com

CHANGE PROPOSAL

CP Number: 08R2

RFP #: CPR 03

Date: 7-27-2023

Project: Galveston ISD Weis Middle School Ph 1 Renovation

Description: Central Middle School restrooms 135 & 137 remodel. Excludes Boys restroom by SPED.
Excludes HVAC controls
Excludes Terrazo floor repair in corridor at Rm 137

Material/Description	Unit Measure	Quantity	Labor Unit Cost	Labor Extension	Material Unit Cost	Material Extension	Equipment Unit Cost	Equipment Extension	Subcontract Unit Cost	Subcontract Extension	Item Total
Demolition partitions, walls, floors, ceiling	mh	280.00	17.00	4,760.00		0.00		0.00		0.00	0.00
Disposal	ea	2.00		0.00		0.00	6.25	1,750.00		0.00	6,510.00
				0.00		0.00	1,300.00	2,600.00		0.00	2,600.00
Demolition concrete slab on grade for new plumbing				0.00		0.00		0.00		0.00	0.00
Saw cut	in ft	540.00		0.00		0.00		0.00		0.00	0.00
Remove & haul out	mh	60.00	17.00	1,020.00		0.00	5.00	300.00	1.75	945.00	945.00
Concrete repair slab on grade at new plumbing				0.00		0.00		0.00		0.00	0.00
Vapor barrier	ls	1.00	50.00	50.00	250.00	250.00		0.00		0.00	300.00
Dowels #4	ea	125.00	1.20	150.00	2.50	312.50		0.00		0.00	462.50
Epoxy	ea	10.00		0.00	22.00	220.00		0.00		0.00	220.00
Rebar #4	lb	340.00	1.41	479.40	0.60	204.00		0.00		0.00	683.40
Concrete	cy	4.00		0.00	250.00	1,000.00		0.00		0.00	1,000.00
Place/Finish	mh	50.00	35.00	1,750.00		0.00	8.00	400.00		0.00	2,150.00
Louver wall opening @ EF-01				0.00		0.00		0.00		0.00	0.00
Demo opening	ls	1.00	600.00	600.00		0.00	125.00	125.00		0.00	725.00
Steel angle & install Louver	ls	1.00	180.00	180.00	75.00	75.00		0.00		0.00	255.00
Lift	ls	1.00		0.00		0.00	800.00	800.00		0.00	800.00
Gyp Bd Assemblies	ls	1.00		0.00		0.00		0.00	35,136.00	35,136.00	35,136.00
Tile walls	ls	1.00		0.00		0.00		0.00		0.00	0.00
Repair floor & walls after tile demo	ls	1.00	3,709.00	3,709.00	5,399.00	5,399.00	100.00	100.00	23,825.70	23,825.70	23,825.70
Epoxy floor & base	ls	1.00		0.00		0.00		0.00	9,094.00	9,094.00	9,094.00
Paint Ceilings	ls	1.00	720.00	720.00	700.00	700.00		0.00		0.00	1,420.00
Door frames	ls	1.00	240.00	240.00	150.00	150.00		0.00		0.00	390.00
Restroom partitions by Accurate Floor Mtd	ls	1.00		0.00		0.00		0.00	11,154.00	11,154.00	11,154.00
Restroom accessories by ASI	ls	1.00		0.00		0.00		0.00	1,966.00	1,966.00	1,966.00
Restroom hand dryers	ls	1.00		0.00		0.00		0.00	953.00	953.00	953.00
HVAC New grills & duct connections at Rms 135 & 137 only. Excludes the Boys Restroom by SPED area. Excludes rerouting duct work or above ceiling obstructions.	ls	1.00		0.00		0.00		0.00	3,950.00	3,950.00	3,950.00
Electrical	ls	1.00		0.00		0.00		0.00	13,830.00	13,830.00	13,830.00
Plumbing	ls	1.00		0.00		0.00		0.00	48,528.00	48,528.00	48,528.00

Description: Central Middle School restrooms 135 & 137 remodel. Excludes Boys restroom by SPED.
 Excludes HVAC controls
 Excludes Terrazo floor repair in corridor at Rm 137

Material/Description	Unit Measure	Quantity	Labor Unit Cost	Labor Extension	Material Unit Cost	Material Extension	Equipment Unit Cost	Equipment Extension	Subcontract Unit Cost	Subcontract Extension	Item Total
Fire alarm devices remove for construction & reinstall at completion	ls	1.00		0.00		0.00		0.00		0.00	0.00
Fire suppression adjust heads	ls	1.00		0.00		0.00		0.00	750.00	750.00	750.00
				0.00		0.00		0.00	1,500.00	1,500.00	1,500.00
General labor	day	60.00	136.00	8,160.00		0.00	40.00	2,400.00		0.00	10,560.00
Waste disposal	ea	3.00		0.00		0.00	1,300.00	3,900.00		0.00	3,900.00
Forman	day	60.00	288.50	17,310.00		0.00	96.15	5,769.00		0.00	23,079.00
				0.00		0.00		0.00		0.00	0.00
NOTE: THIS CHANGE PROPOSAL IS VALID FOR 10 DAYS FROM DATE OF PROPOSAL.				0.00		0.00		0.00		0.00	0.00
AFTER 10 DAYS PRICE IS SUBJECT TO CHANGE				0.00		0.00		0.00		0.00	0.00
				0.00		0.00		0.00		0.00	0.00

39,128.40 | 8,310.50 | 18,144.00 | 151,631.70 | 217,214.60

* CONTRACT TIME EXTENSION THIS CHANGE PROPOSAL TBD DAYS
 BASED ON 5 DAYS FOR APPROVAL TO PROCEED

Submitted By: UNBEHAGEN CONSTRUCTION / TUCON, LLC
Mike Unbehagen
 Mike Unbehagen 7-27-2023
 Date

Labor Burden	53.00%	\$20,738.05
Material Tax	0.00%	\$0.00
Equipment Tax	8.25%	\$1,496.88
Total		\$22,234.93
Builders Risk Insurance		\$0.00
Bonds		\$5,387.61
Site & Building Permits	Excluded	\$0.00
Total		\$5,387.61
Fee Self Performed Work	12.00%	\$11,184.65
Fee Subcontracted Work	12.00%	\$18,195.80
TOTAL PROPOSAL COST		\$274,217.60

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Action Sheet

MEETING DATE:

August 2, 2023

AGENDA ITEM:

Discuss and consider the approval of the proposal for materials testing for construction of the New Ball High School from Braun Intertec.

Braun Intertec has previous experience with the Galveston Independent School District. Braun Intertec was on the geotech engineer approval list for professional service vendors (RFQ 2021-22-017) that was previously approved by GISD (June 22, 2022 School Board Meeting). GISD is required per contract to hire a 3rd party professional to handle concrete testing, compaction testing, and etc. for the New Ball High School Project. The expense will come from the 2022 voter-approved Bond Funds.

RECOMMENDATION:

I move that the Board of Trustees approve the proposal from Braun Intertec for materials testing on the New Ball High School Project. Proposal under separate cover.



Matthew Neighbors Ed. D.
Superintendent



Jeff Martello
Chief Financial Officer

July 31, 2023

Galveston Independent School District
C/O Mr. Zachary Johnson, Senior Envelope Specialist
Zero/Six Consulting, LLC
1027 Tremont, Galveston, Texas 77550

Cell: 281.433.7314
Email: zjohnson@z6consulting.com

Re: Proposal for Construction Materials Testing Services
Ball High School and Natatorium – Parking Areas and Miscellaneous Concrete, Phase 1A
Galveston, Texas

Mr. Johnson:

Braun Intertec Corporation is pleased to submit this proposal to provide construction materials testing services on the referenced project. We appreciate this opportunity and will formalize a proposal for the entire project shortly. This proposal will cover the testing for the Northeast parking lot, a portion of the utilities and some miscellaneous concrete as needed.

Our Understanding of Project

We understand that this portion of the project will focus on the Northeast parking area and is expected to be completed by the end of September.

Available Information

This proposal was prepared using the following information provided by the client.

- 75% plans provided by Zero/Six Consulting, LLC
- 75% Specifications provided by Zero/Six Consulting, LLC
- Schedule created by Gilbane with a Data Date of July 24, 2023

Overview of Procedures and Staff Qualifications

Communication

Our technicians will communicate the results of their tests to the Project Manager at the end of each day. It is important for our technicians/PM to develop a working relationship with the project team. We will be

AA/EOE

in contact with the team periodically to review the work being performed and to request clarifications and direction on any item that may require it.

Laboratory Testing Personnel

We will commit that each laboratory technician assigned to this project will be properly trained to conduct the required testing, so that the test results can be determined in the laboratory, on-site and evaluated once the required laboratory testing is completed.

Scope of Services

The qualified technicians will perform the specified field and laboratory testing services on a full-time or part-time basis as scheduled by the client/contractor.

Field Related Services

- *Perform proof rolling for rutting or pumping prior to stabilization or placing fill*
- *Perform soil sampling of native, select fill, and lime/cement treated materials.*
- *Perform nuclear density testing at frequencies noted in the project specifications to verify compaction has been achieved for native, select fill, and lime treated materials.*
- *Perform full time observation during concrete placement.*
- *Record and document temperature, slump, cast test cylinders for compressive strength analysis at intervals noted in the project specifications.*

Laboratory Related Services

- *Perform maximum soil density relations per ASTM D698 standard proctor.*
- *Perform Atterberg limits per ASTM D4318.*
- *Perform sieve analyses per Tex-200-F, ASTM D1140, D6913, C117 and/or C136.*
- *Perform laboratory compressive strength testing of concrete cylinders per ASTM C39.*

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- No special site-specific training or specialized gear is required to complete our scope of services.
- Parking will be available on site for our vehicles.
- You, or others you may designate, will continue to provide us with current and approved plans and specifications for the project. Modification to the project documents must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

Additional Services

It is difficult to project all of the services and the quantity of services that may be required for any project. In the event services are required that are not noted herein, we will provide them at the rates shown in the below table or, if not shown, at our current Schedule of Charges.

Cost

We will furnish the services described in this proposal for an estimated fee shown in the proposed scope of services is attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project.

Our work may extend over multiple invoicing periods. As such, for work that is performed during each invoicing period, we will submit partial progress invoices.

An overtime rate of 1.5 times the regular hourly rate will be charged for hours worked greater than 8 hours per day and on Saturday. An overtime rate of 2.0 times the regular hourly rate will be charged for hours worked on Sunday and Holidays. All hourly field services are charged portal-to-portal at a **three-hour minimum** from our local office with available resources. Additional tests or services performed not listed in this fee schedule will be quoted upon request. Project Administration and Project Management time may be billed and will increase relative to report data complexity as well as involvement in meetings and correspondence.

Description of Service	Unit	Quantity	Rate	Cost
Soil Observation & Testing				
Senior Engineering Technician (3 hr. min)	Hour	220	\$58.00	\$12,760.00
Nuclear Moisture/Density Gauge	Day	45	\$65.00	\$2,925.00
Standard Proctor (ASTM D558 and D698)	Each	4	\$190.00	\$760.00
Sieve Analysis, Fine/Coarse Aggregates (ASTM D6913 and C117)	Each	4	\$80.00	\$320.00
Atterberg Limits (ASTM D4318)	Each	4	\$85.00	\$340.00
Material Finer than No. 200 Sieve (ASTM D1140)	Each	4	\$75.00	\$300.00
Compressive Strength Testing Soil/Cement	Each	18	\$124.00	\$2,232.00
Sample Pick Up	Each	4	\$150.00	\$600.00
CMT Trip Charge	Each	45	\$75.00	\$3,375.00
Subtotal				\$23,612.00
Concrete Observation & Testing				
Senior Engineering Technician (3 hr. min)	Hour	240	\$58.00	\$13,920.00
Compressive Strength Testing (ASTM C39) - Sets of five 4"	Each	200	\$22.00	\$4,400.00
Sample Pick Up	Each	12	\$150.00	\$1,800.00
CMT Trip Charge	Each	30	\$75.00	\$2,250.00
Subtotal				\$22,370.00
Project Management				
Project Assistant	Hour	20	\$90.00	\$1,800.00
Project Manager	Hour	40	\$120.00	\$4,800.00
Subtotal				\$6,600.00
Total Cost Estimate				\$52,582.00

General Remarks

We appreciate the opportunity to present this proposal to you. The proposed fee is based on the scope of services described and the assumption that our services will be authorized within 30 days, and that others will not delay us beyond our proposed schedule. To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Kevin D. Williams at 346-412-0043 or email at kwilliams@braunintertec.com.

Sincerely,

BRAUN INTERTEC CORPORATION



Jade K. Corliss
CMT Project Manager



Kevin D. Williams
Business Unit Leader – Gulf Coast

Attachments:
General Conditions

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and

further that site conditions may vary over distance or change over time.

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior environmental, geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed Services.

3.2 You will provide access to the site. In the performance of Services some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of damage in the estimated charges.

3.3 If we notify you that radiographic or gamma ray equipment or other nuclear testing or measuring device will be used, you will be responsible for the cooperation of your employees and your contractors in observing all radiation safety standards.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 The time our field personnel spend on the job site depends upon the scheduling of the work we are observing or testing. You agree that any changes in scheduling may result in additional

costs and agree to pay for those services at the rates listed in our cost estimate.

3.6 You agree to include us as an indemnified party in your contracts, if any, for work by others on the project, protecting us to the same degree as you are protected. You agree to list us as an Additional Insured under your liability insurance policies and to require subrogation be waived against us and that we will be added as an Additional Insured on all policies of insurance, including any policies required of your contractors or subcontractors, covering any construction or development activities to be performed on the project site.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report(s) in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.4 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices upon receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is

creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

5.6 You agree to compensate us in accordance with our Schedule of Charges if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right to offset fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of*

business opportunity, loss of profit or revenue, loss of product or output, or business interruption.

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

6.4 *For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for Services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of this Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken.* This increased fee is not the purchase of insurance.

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of law rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

7.1 *We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.*

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

Section 8: Miscellaneous Provisions

8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

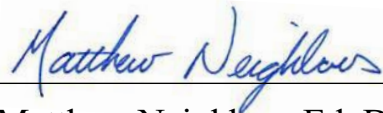
Action Sheet

MEETING DATE: August 2, 2023

AGENDA ITEM: Discuss and consider approval of the 2023-2024 Salary Structure

During the June 21, 2023 School Board Meeting, the GISD School Board adopted the 2023-2024 Salary Plan. The Business Department and Human Resources Department are requesting a formal adoption of the 23/24 salary structure due to the reduction in calendar days. The structure will be adjusted by 2.35% on mid-point, which is the minimum percentage of increase due to the change in calendars. Then the 2% on the 22/23 Mid-Point will be added to calculate salaries for all new hires.

RECOMMENDATION: I move that the board adopt the change in the GISD 2023-2034 salary structure as presented.



Matthew Neighbors Ed. D.
Superintendent



Jeff Martello
Chief Financial Officer

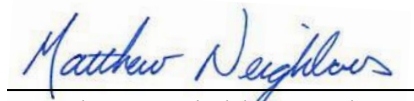
Action Sheet

MEETING DATE: August 2, 2023

AGENDA ITEM: Discuss and consider approval of claiming “good cause exception” per TEC Section 37.0814(c) related to armed security at each campus.

Per TEC §37.0814(c), the board of trustees of a school district must claim a “good cause exception” if it plans to provide a person to act as a security officer at any campus who is a school marshal or a school district employee or person with whom the district contracts who will complete school safety training and carry a handgun on school premises. In addition to utilizing GISD police staff, the GISD Board of Trustees does plan to implement the school marshal and/or school guardian programs to assist in meeting new safety legislation.

RECOMMENDATION: I move that the Board formally claim a ‘good cause exception’ per Texas Education Code Section 37 to provide armed security at district campuses.



Matthew Neighbors Ed. D.
Superintendent

Action Sheet

MEETING DATE: August 2, 2023

AGENDA ITEM: Discuss and consider the adoption of Local District Update 121 affecting the policies listed below.

The Policy Committee met on July 26, 2023 to review the Local Policies for Update 121.

CFB(LOCAL): ACCOUNTING - INVENTORIES

- CKE(LOCAL): SAFETY PROGRAM/RISK MANAGEMENT - SECURITY PERSONNEL
- CKEA(LOCAL): SECURITY PERSONNEL - COMMISSIONED PEACE OFFICERS
- CLB(LOCAL): BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT - MAINTENANCE
- CRF(LOCAL): INSURANCE AND ANNUITIES MANAGEMENT - UNEMPLOYMENT INSURANCE
- CVA(LOCAL): FACILITIES CONSTRUCTION - COMPETITIVE BIDDING
- CVB(LOCAL): FACILITIES CONSTRUCTION - COMPETITIVE SEALED PROPOSALS
- DEA(LOCAL): COMPENSATION AND BENEFITS - COMPENSATION PLAN
- FD(LOCAL): ADMISSIONS
- FFI(LOCAL): STUDENT WELFARE - FREEDOM FROM BULLYING

RECOMMENDATION: I move that the Board add/revise local policies from Policy Update 121 as recommended by the Board Policy Sub-committee.


Matthew Neighbors Ed. D.
Superintendent

Action Sheet

MEETING DATE:

August 2, 2023

AGENDA ITEM:

Update GKD-R – Use of School Facilities

Regulation GKD-R governs the use and rental of school facilities. The rates were reviewed, but no changes were recommended for the 2023-2024 fiscal year. The suggested changes to the guidelines are highlighted in yellow for your review.

RECOMMENDATION:

**I move that the board approve
Regulation GKD-R – Use of School
Facilities, as presented.**



Matthew Neighbors Ed. D.
Superintendent



Jeff Martello
Chief Financial Officer

Galveston Independent School District (GISD or the District) shall permit use of designated District facilities when these activities do not conflict with school use or with GISD policy.

Requests for non-school use of District facilities shall be considered on a first come, first-served basis.

Facility Usage Guidelines

General Requirements

The following general conditions apply to use:

1. No general administrative costs shall be incurred by the District for the program.
2. The on-site administrator shall resolve schedule conflicts.
3. Users shall pay for any identifiable incremental costs borne by the District on behalf of users including, but not limited to, security, facility supervisor, and janitorial costs.
4. The rental charge of a school facility requiring the presence of one or more support personnel shall be for a period of time not less than four hours.
5. Persons and/or organizations using school facilities shall be responsible to the District for any and all damages to school facilities and/or equipment.
6. The persons and/or organizations using school facilities shall comply with all national, state, and local laws and all District policies.
7. Depending on the nature of the intended use, the District reserves the right to require any additional personnel that may be deemed necessary for the safe and proper use of school facilities. An individual's or organization's refusal to furnish the additional personnel may result in the denial of the requested use and the denial of any future use.
8. Minor children shall not be permitted to assume responsibility for the use of school facilities.
9. School equipment (excluding chairs) is not a part of facilities use.

Approval of Use

The following procedure shall be used in making application for use of any District facility:

1. Applications for use shall be obtained from the GISD Finance Department or online at www.gisd.org.
2. The completed facility request form, certificate of insurance, and IRS nonprofit

USE OF SCHOOL FACILITIES

GKD-R

status certification shall be submitted to the appropriate approval authority at least 10 District business days prior to the date of use.

3. All applications for the use of school facilities shall be made and signed by an officer and/or other responsible representative of a group or organization, or by the individual making the request.

Fees for Use

Individuals and organizations shall be charged for use of District facilities according to the following guidelines:

1. Use of facilities shall be charged according to a Board-adopted Facility Rental Fee Schedule for the District's school facilities. The Superintendent shall have the authority to adjust and/or waive fees or minimum hour requirements when in the best interest of the District.
2. Parent/teacher/employee organizations and other adult groups organized for the express purpose of supporting District activities and/or programs (e.g., PTA, booster clubs) shall be permitted to use District facilities without charge, provided such use does not require the District to incur any additional costs or expenses.
3. Nonprofit groups, organizations, or clubs that are headquartered in the District (e.g., Churches, 4-H Club, YMCA, YWCA, homeowner's associations, or youth sports organizations) shall be permitted to use school facilities according to the published schedule. "Fee Rate A" shall apply to those rental times prior to 6 p.m. on a day school is in session. "Fee Rate B" shall apply to the rental time after 6 p.m. on a day school is in session, any weekend day, and any weekday that school is not in session.
4. Other organizations, groups, or clubs of a commercial nature that are headquartered in the District or where a majority of the members reside in the District (e.g., commercial sports camps, adult sports organizations) shall be permitted to use District facilities using "Fee Rate C."
5. The need for custodial services for outdoor facilities shall be determined by the appropriate approval authority.
6. Payment for use of a facility shall be as follows:
 - If the rental of the facility is for a one-time use, payment shall be made at the time of the application or no less than 10 business days in advance of the requested usage.

USE OF SCHOOL FACILITIES

GKD-R

- If the rental of the facility is for repeated use, payment shall be due on the first business day of the month. Payments received after the 15th day of the month may be charged a late fee of \$25.00.
- Simultaneous use by multiple organizations may result in the sharing of custodial fees.

Rental of Kitchen Facilities

The following guidelines shall apply to rental of kitchen facilities:

1. A certified food manager must be present any time that unauthorized persons are in the kitchen. Unauthorized persons are those who are not food manager certified and are not designated by food service as official representatives.
2. A certified food manager may supervise up to six persons in the kitchen. If the group renting the serving line or kitchen area will have more than six persons working in a food service capacity in the area at one time, another certified food manager must be added.
3. The District reserves the right to enforce health department requirements. This includes destroying food that is stored at inappropriate temperatures or deemed to be inedible. The District reserves the right to require compliance with the instructions of a certified food manager. Persons who refuse to comply or who otherwise present a safety issue (such as failing to wash hands, wear gloves, or wear a hat or hair net) may be required to leave the premises.
4. The kitchen area is defined as any area beyond the confines of the cafeteria that envelops the kitchen. If a group wants to use only a warmer or a steam table, this requires a certified food manager.
5. Outside vendors who bring ready-to-eat-food to the site to serve must follow the instructions of the certified food manager. They may not use the kitchen for any purpose unless that area has been rented.
6. Unauthorized persons may not access the ice machine. Authorized personnel include campus administrators and campus kitchen staff.
7. Consumable supplies are not included in the basic rental of the kitchen. Examples: serving gloves, foil wrappers, napkins, paper towels, hairnets, etc. A charge will be assessed for items used or you can bring your own supplies.
8. No one under 18 years of age is allowed to work in the kitchen.

Liability Insurance

Individuals and/or organizations using school facilities shall demonstrate to the satisfaction of the Superintendent or designee that the individuals and/or organizations possess adequate liability insurance. The user shall furnish evidence of liability insurance coverage in the amount of \$100,000 each person, \$300,000 each accident, and property damage in the amount of \$50,000 each incident for the event and shall name the District as an additional insured on the policy as specified by the District.

Use of Indoor Facilities

The following shall apply:

1. An hourly rate based on cost experience shall be charged as a base fee.
2. The requirement for a facility supervisor and/or security personnel shall be at the discretion of the appropriate approval authority. The determination of the need for a facility supervisor shall depend on the type and/or size of activity that is planned. If local campus personnel volunteer to serve as the responsible party, supervisory costs shall not be charged; otherwise, the campus shall provide personnel to function as the facilities supervisor at a rate detailed in Facility Rental Fee Schedule.
3. The rental of the kitchen shall require the use of a certified kitchen manager at a rate detailed in Facility Rental Fee Schedule. For every six people working in the kitchen, a certified kitchen manager shall be required.
4. The rental of the performance auditorium shall require the use of a certified lighting/sound technician to oversee operations at a rate detailed in Facility Rental Fee Schedule.
5. Custodial services shall be charged at a rate detailed in Facility Rental Fee Schedule.
6. The rental of the pool facilities shall require the organization renting the facility to provide a certified lifeguard onsite for the total rental period. Proof of lifeguard name/certification is required with the completed facility request form.

Emergency Use

In case of emergency, the Superintendent or designee may authorize the use of school facilities by civil defense, health, or emergency service authorities.

USE OF SCHOOL FACILITIES

GKD-R

For more information on the rental process, please contact the Finance Department via email at notifyfinance@gisd.org or contact the Facilities Department via email at notifyfacilities@gisd.org.

Rate Descriptions:

Rate A: Non-Profit are defined as non-profit groups, organizations, or clubs that are headquartered in the District that use the facility **prior to 6:00 pm on a day school is in session**. (Examples: Churches, YMCA, youth sports, etc.)

Rate B: Non-Profit are defined as non-profit groups, organizations, or clubs that are headquartered in the District that use the facility **after 6:00 pm on a day school is in session and any day school is not in session**. (Examples: Churches, YMCA, youth sports, etc.)

Rate C: For Profit Any commercial organization, group, or club. (Example: commercial sports camps, national clubs, etc.)

RATES SHOWN ARE PER HOUR, PER FACILITY			
NAME OF FACILITY	RATE A	RATE B	RATE C
<u>ELEMENTARY SCHOOLS:</u>			
Cafeteria without kitchen	5.00	15.00	30.00
Cafeteria with kitchen	15.00	30.00	45.00
Gymnasium	5.00	15.00	30.00
Multipurpose room/Classroom (minimum 4 rooms)**	5.00	12.50	15.00
<u>MIDDLE SCHOOLS:</u>			
Cafeteria without kitchen	10.00	17.00	45.00
Cafeteria with kitchen	15.00	17.00	60.00
Auditorium with house lights/standard microphone	10.00	16.00	45.00
Gymnasium	10.00	19.00	55.00
Multipurpose room/Classroom (minimum 4 rooms)**	10.00	15.00	20.00
Swimming pool	10.00	15.00	30.00
<u>HIGH SCHOOL:</u>			
Cafeteria/commons without kitchen	15.00	30.00	45.00
Cafeteria/commons with kitchen	20.00	32.00	60.00
Auditorium with house lights/standard microphone	18.00	26.00	60.00

Certified lighting/sound technician – required	Paid Directly to Technician		
Gymnasium	10.00	29.00	55.00
Swimming pool	10.00	15.00	30.00
Multipurpose room/Classroom (minimum 4 rooms)**	10.00	15.00	20.00

OTHER FACILITIES:

NAME OF FACILITY	RATE A	RATE B	RATE C
GISD stadium (no lights) *	12.50	50.00	75.00
GISD stadium (with lights) *	27.50	75.00	125.00
Weis Field (no lights)*	6.00	10.00	25.00
Weis Field (with lights)*	12.00	30.00	45.00
Spoor Field (no lights)*	10.00	20.00	50.00
Spoor Field (with lights)*	20.00	40.00	100.00
Unlocked, outdoor recreational facilities*	N/C*	N/C*	40.00
Tennis Courts (no lights)*	10.00	10.00	25.00
Tennis Courts (lights)*	20.00	30.00	45.00
Baseball Field (no lights)*	30.00	30.00	50.00
Baseball Field (with lights) *	45.00	45.00	75.00
Boardroom or Library @ Administration Building	15.00	15.00	40.00
Annex Room A	15.00	15.00	40.00

**A/C minimal usage

ADDITIONAL FEES, AS NEEDED OR REQUESTED:	
Custodian (4 hour minimum)	\$30 per hour
Maintenance (4 hour minimum)	\$35 per hour
Facilities supervisor	\$40 per hour
Certified kitchen manager	\$30 per hour
Lighting/sound technician for Auditorium and Stadium	\$30 per hour
Security (4 hour minimum)	\$40 per hour
Supplies, Paint, Field Preparation, Other Agreed-Upon Fees	Actual Costs

- * # of Police Officers and # of Custodians needed for rental are set by Department Leadership.
- * District property not requiring a rental fee must be left in good condition; renter will be required to cover any cost associated with cleanup and/or damage.
- * Athletic Varsity Fields and Facilities shall not be available during that sport specific season to non-GISD events. Academic and extracurricular activities sponsored by the District shall always have priority when any use is scheduled.

GALVESTON INDEPENDENT SCHOOL DISTRICT

Regulations Pertaining to the Use of School Buildings, Grounds and Equipment

The use of the school buildings or grounds or equipment by societies or organizations for the promotion of educational, recreations, or other civic interests shall never be permitted to interfere with the regular school program.

Application for use of any or all school facilities shall be made through the Finance Department of the Galveston Independent School District. All arrangements shall be made ten days before time of use and all fees shall be paid no later than 10 days in advance. Charges for facility requested, as fixed by the Board of School Trustees, and as filed in the Finance Department, are shown below. School buildings will not be opened unless payment, insurance and security clearance are received in this office 10 days prior to the event. Failure to meet this requirement will cancel the rental agreement. No game or program shall start after 10:00 p.m.

The use of the school buildings or grounds shall not be granted to any person, society, or association unless a satisfactory guarantee is given for the proper use of the premises, for the orderly conduct of the meeting proposed to be held therein under its control, for the prompt payment of any charges, and for the prompt payment of any damages to school property while in use by it. Any society or association failing to promptly pay Galveston Independent School District the bill for such damages shall be denied any further use of the buildings, grounds, or equipment.

No fees shall be charged for admission to any entertainment or function held in the school buildings except those which are for the sole and immediate use and aid of the school itself, and excepting, also performances or exhibitions given by local amateur, theatrical, musical, civic, and athletic organizations. A local organization must submit a written request for the use of a school facility prior to engaging an entertainment agency for the purpose of staging a performance or exhibition.

The school buildings may not be used by any individual or society that teaches any doctrine subversive to the Constitution of the State of Texas or of the United States.

It shall be the policy of the Board of School Trustees to rigidly enforce the State law pertaining to firearms, alcoholic beverages and/or the use of tobacco products of any kind in public school stadiums and on all school property.

The user of school buildings, grounds, and equipment under this agreement shall carry **Public Liability Insurance** in the amount of \$100,000 each person, \$300,000 each accident, and property damage in the amount of \$50,000 each accident. **The Galveston Independent School District** shall be named as co-insured, and a certificate of such insurance shall be presented with the payment prior to use.

Security for all events must be provided by the GISD Police Department

Subject to above Rules and Regulations, permission is hereby granted to:

LESSEE:

For the use of: _____

Dates of use: _____

Acceptance of Building Use Regulations by:	
_____	_____
Officer/Representative	Date
_____	_____
GISD Representative	Date

Rental Fee:	_____	0.00
Custodial Fee:	_____	0.00
Security Fee:	_____	0.00
Other:	_____	
Other:	_____	
Total Cost:	_____	0.00

PLEASE SIGN AND RETURN ONE COPY OF THIS AGREEMENT WITH REMITTANCE AND CERTIFICATE OF INSURANCE.

Action Sheet


MEETING DATE: August 2, 2023

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. Jeff Martello is currently designated as the District Investment Officer and continues to hold a current PFIA certificate. We recommend the board designate Lori Dochoda, Director of Accounting, as an additional District Investment Officer.

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 Jeff Martello, Chief Financial Officer, and Lori Dochoda, Director of Accounting, as the District investment officers, to be in compliance with the Public Funds Investment Act.



Dr. Matthew Neighbors
Superintendent



Jeff Martello
Chief Financial Officer

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 2, 2023.

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	• Hilltop Securities Asset Management
• Texas CLASS Investment Pool	• Truist Securities
• TexasTERM Investment Pool	• PNC Capital Markets
• TexPool Investment Pool	• BOK Financial Securities
• Texas Fit Income Trust Pool	• Estrada Hinojosa & Company, Inc.
• TCG Advisors	• Huntington Securities, Inc.
• Raymond James & Associates, Inc.	• Piper Sandler & Co.
• RBC Capital Markets, LLC	• Frost Bank
• SAMCO Capital Markets, Inc.	

- And all those listed below:

Dealer	Contact	Phone	Email
Bank of America	John Vanderwilt	415-953-2621	john.a.vanderwilt@bamf.com
Cabrera Capital*	Mario Carrasco	210-857-8517	mcarrasco@cabreracapital.com
Cantor Fitzgerald	James Shamoun Jr	901-347-1724	jshamoun@cantor.com
Fidelity	Michael O'Donnell	817-474-0100	michael.odonnell@fmr.com
First Horizon Financial	Buddy Saragusa	713-435-4475	bsaragusa@bloomberg.net
Goldman Sachs	Daniel Hopton	212-357-9892	daniel.hopton@gs.com
Hilltop Securities	Gil Ramon	713-654-8606	gilbert.ramon@hilltopsecurities.com
JP Morgan	Brittany Guinee	212-834-5718	brittany.guinee@jpmorgan.com
Morgan Stanley	Peter Lambert	214-468-7232	peter.lambert@ms.com
Multi-Bank Securities*	Luigi Mancini	800-967-9049	lmancini@mbssecurities.com
Oppenheimer	Javier Altimari	713-650-2025	javier.altimari@opco.com
Piper Sandler	Matt McGrory	312-267-5168	matt.mcgrory@psc.com
RBC	Thomas Kelly	212-847-8748	thomas.kelly@rbc.com
Stifel Nicolaus	Brian Conlon	617-753-6303	conlonb@stifel.com
TD Ameritrade	Jason Gregg	800-355-2297	jason.gregg@tdameritrade.com
UBS Bank	Phil Hartigan	214-382-2210	philip.hartigan@ubs.com
UMB Bank	Jeffrey Duchin	214-389-5927	Jeffrey.Duchin@umb.com
Wells Fargo	Susan Ward	214-740-1586	wardst@wellsfargo.com

**Historically underutilized business and/or minority/women owned business.*

BE IT FURTHER RESOLVED that Jeff Martello, Chief Financial Officer, and Lori Dochoda, the Director of Accounting, 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 2nd day of August, 2023.

Anthony Brown, President
Galveston ISD Board of Trustees

Shae Jobe, Secretary
Galveston ISD Board of Trustees

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All investments made by a district shall comply with the Public Funds Investment Act (Texas Government Code Chapter 2256, Subchapter A) and all federal, state, and local statutes, rules, or regulations. *Gov't Code 2256.026*

Definitions

Bond Proceeds	"Bond proceeds" means the proceeds from the sale of bonds, notes, and other obligations issued by a district, and reserves and funds maintained by a district for debt service purposes.
Investment Pool	"Investment pool" means an entity created under the Texas Government Code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield.
Pooled Fund Group	"Pooled fund group" means an internally created fund of a district in which one or more institutional accounts of a district are invested.
Separately Invested Asset	"Separately invested asset" means an account or fund of a district that is not invested in a pooled fund group. <i>Gov't Code 2256.002(1), (6), (9), (12)</i>
Pledged Revenue	"Pledged revenue" means money pledged to the payment of or as security for: <ol style="list-style-type: none">1. Bonds or other indebtedness issued by a district;2. Obligations under a lease, installment sale, or other agreement of a district; or3. Certificates of participation in a debt or obligation described by item 1 or 2. <i>Gov't Code 2256.0208(a)</i>
Repurchase Agreement	"Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations, described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds), at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement. <i>Gov't Code 2256.011(b)</i>
Hedging	"Hedging" means acting to protect against economic loss due to price fluctuation of a commodity or related investment by entering

into an offsetting position or using a financial agreement or producer price agreement in a correlated security, index, or other commodity.

Eligible Entity

“Eligible entity” means a political subdivision that has:

1. A principal amount of at least \$250 million in outstanding long-term indebtedness, long-term indebtedness proposed to be issued, or a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued; and
2. Outstanding long-term indebtedness that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation.

Eligible Project

“Eligible project” has the meaning assigned by Government Code 1371.001 (issuance of obligations for certain public improvements).

Gov’t Code 2256.0207(a)

Corporate Bond

“Corporate bond” means a senior secured debt obligation issued by a domestic business entity and rated not lower than “AA-” or the equivalent by a nationally recognized investment rating firm. The term does not include a debt obligation that, on conversion, would result in the holder becoming a stockholder or shareholder in the entity, or any affiliate or subsidiary of the entity, that issued the debt obligation, or is an unsecured debt obligation. *Gov’t Code 2256.0204(a)*

Written Policies

The board shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control. The investment policies must primarily emphasize safety of principal and liquidity and must address investment diversification, yield, and maturity and the quality and capability of investment management. The policies must include:

1. A list of the types of authorized investments in which the district’s funds may be invested;
2. The maximum allowable stated maturity of any individual investment owned by the district;
3. For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date of the portfolio;

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

4. Methods to monitor the market price of investments acquired with public funds;
5. A requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and
6. Procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Government Code 2256.021 [see Loss of Required Rating, below].

Gov't Code 2256.005(a), (b)

Annual Review

The board shall review its investment policy and investment strategies not less than annually. The board shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies. *Gov't Code 2256.005(e)*

Annual Audit

A district shall perform a compliance audit of management controls on investments and adherence to the district's established investment policies. The compliance audit shall be performed in conjunction with the annual financial audit. *Gov't Code 2256.005(m)*

Investment
Strategies

As an integral part of the investment policy, the board shall adopt a separate written investment strategy for each of the funds or group of funds under the board's control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the district;
2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the need arises to liquidate the investment before maturity;
5. Diversification of the investment portfolio; and
6. Yield.

Gov't Code 2256.005(d)

Investment Officer

A district shall designate by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees as investment officer(s) to be responsible for the investment of its funds consistent

with the investment policy adopted by the board. If the board has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the contracting board's district. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the board retains the ultimate responsibility as fiduciaries of the assets of the district. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the district. 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 a district, or for an investment management firm, until the expiration of the contract with the district. *Gov't Code 2256.005(f)*

A district or investment officer may use the district's employees or the services of a contractor of the district to aid the investment officer in the execution of the officer's duties under Government Code, Chapter 2256. *Gov't Code 2256.003(c)*

Investment Training Investment training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Public Funds Investment Act. *Gov't Code 2256.008(c)*

Initial Within 12 months after taking office or assuming duties, the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend at least one training session from an independent source approved by the board or a designated investment committee advising the investment officer. This initial training must contain at least ten hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. *Gov't Code 2256.008(a)*

Ongoing The treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend an investment training session not less than once in a two-year period that begins on the first day of the district's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the board or by a designated investment committee advising the investment officer. *Gov't Code 2256.008(a-1)*

Exception The ongoing training requirement does not apply to the treasurer, chief financial officer, or investment officer of a district if:

1. The district does not invest district funds or only deposits those funds in interest-bearing deposit accounts or certificates of deposit as authorized by Government Code 2256.010; and
2. The treasurer, chief financial officer, or investment officer annually submits to the agency a sworn affidavit identifying the applicable criteria under item 1 that apply to the district.

Gov't Code 2256.008(g)

Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following objectives, in order of priority:

1. Preservation and safety of principal;
2. Liquidity; and
3. Yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the following shall be taken into consideration:

1. The investment of all funds, or funds under the district's control, over which the officer had responsibility rather than the prudence of a single investment; and
2. Whether the investment decision was consistent with the district's written investment policy.

Gov't Code 2256.006

Personal Interest

A district investment officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the district shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined by Government Code Chapter 573 (nepotism prohibition), to an individual seeking to sell an investment to the investment officer's district shall file a statement disclosing that relationship. A required statement must be filed with the board and with the Texas Ethics Commission. For purposes of this policy, an investment officer has a personal business relationship with a business organization if:

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1. The investment officer owns ten percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
2. Funds received by the investment officer from the business organization exceed ten percent of the investment officer's gross income for the previous year; or
3. The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

Gov't Code 2256.005(i)

Quarterly Reports

Not less than quarterly, the investment officer shall prepare and submit to the board a written report of investment transactions for all funds covered by the Public Funds Investment Act for the preceding reporting period. This report shall be presented not less than quarterly to the board and the superintendent within a reasonable time after the end of the period. The report must:

1. Describe in detail the investment position of the district on the date of the report;
2. Be prepared jointly and signed by all district investment officers;
3. Contain a summary statement of each pooled fund group that states the:
 - a. Beginning market value for the reporting period;
 - b. Ending market value for the period; and
 - c. Fully accrued interest for the reporting period;
4. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
5. State the maturity date of each separately invested asset that has a maturity date;
6. State the account or fund or pooled group fund in the district for which each individual investment was acquired; and
7. State the compliance of the investment portfolio of the district as it relates to the investment strategy expressed in the district's investment policy and relevant provisions of the Public Funds Investment Act.

If a district invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the board by that auditor.

Gov't Code 2256.023

Selection of Broker

The board or the designated investment committee shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with a district.

Gov't Code 2256.025

Bond Proceeds

The investment officer of a district may invest bond proceeds or pledged revenue only to the extent permitted by the Public Funds Investment Act, in accordance with:

1. Statutory provisions governing the debt issuance or the agreement, as applicable; and
2. The district's investment policy regarding the debt issuance or the agreement, as applicable.

Gov't Code 2256.0208(b)

Authorized Investments

A board may purchase, sell, and invest its funds and funds under its control in investments described below, in compliance with its adopted investment policies and according to the standard of care set out in this policy. *Gov't Code 2256.003(a)*

In the exercise of these powers, the board may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under this authority may not be for a term longer than two years. A renewal or extension of the contract must be made by the board by order, ordinance, or resolution. *Gov't Code 2256.003(b)*

The board may specify in its investment policy that any authorized investment is not suitable. *Gov't Code 2256.005(j)*

Obligations of
Governmental
Entities

The following are authorized investments:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;

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2. Direct obligations of this state or its agencies and instrumentalities;
3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state, the United States, or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States;
5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
6. Bonds issued, assumed, or guaranteed by the state of Israel;
7. Interest-bearing banking deposits that are guaranteed or insured by the FDIC or its successor, or the National Credit Union Share Insurance Fund or its successor; and
8. Interest-bearing banking deposits other than those described at item 7 above if:
 - a. The funds are invested through a broker with a main office or a branch office in this state that the district selects from a list the board or designated investment committee of the district adopts as required at Selection of Broker above or a depository institution with a main office or a branch office in this state and that the district selects;
 - b. The broker or depository institution selected as described above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the district's account;
 - c. The full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and
 - d. The district appoints as the district's custodian of the banking deposits issued for the district's account the de-

pository institution selected as described above, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating under Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).

Gov't Code 2256.009(a)

*Unauthorized
Obligations*

The following investments are not authorized:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years; and
4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Gov't Code 2256.009(b)

Certificates of
Deposit and Share
Certificates

A certificate of deposit or share certificate is an authorized investment if the certificate is issued by a depository institution that has its main office or a branch office in Texas and is:

1. Guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor;
2. Secured by obligations described at Obligations of Governmental Entities, above, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities described at Unauthorized Obligations, above; or
3. Secured in accordance with Government Code Chapter 2257 (Public Funds Collateral Act) or in any other manner and amount provided by law for the deposits of the district.

Gov't Code 2256.010(a)

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:

1. The funds are invested by the district through a broker that has its main office or a branch office in this state and is selected from a list adopted by the district as required at Selection of Broker, above or a depository institution that has its main office or a branch office in this state and that is selected by the district;
2. The broker or depository institution selected by the district arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the district;
3. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
4. The district appoints the depository institution selected by the district, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the district with respect to the certificates of deposit issued for the account of the district.

Gov't Code 2256.010(b)

The district's investment policies may provide that bids for certificates of deposit be solicited orally, in writing, electronically, or in any combination of those methods. *Gov't Code 2256.005(c)*

Repurchase
Agreements

A fully collateralized repurchase agreement is an authorized investment if it:

1. Has a defined termination date;
2. Is secured by a combination of cash and obligations described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds);
3. Requires the securities being purchased by the district or cash held by the district to be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or a third party selected and approved by the district; and
4. Is placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in Texas.

The term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by a district under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a repurchase agreement by a district.

Gov't Code 2256.011

Securities Lending
Program

A securities lending program is an authorized investment if:

1. The value of securities loaned is not less than 100 percent collateralized, including accrued income;
2. A loan allows for termination at any time;
3. A loan is secured by:
 - a. Pledged securities described at Obligations of Governmental Entities, above;
 - b. Pledged irrevocable letters of credit issued by a bank that is organized and existing under the laws of the United States or any other state, and continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or
 - c. Cash invested in accordance with Government Code 2256.009 (obligations of governmental entities), 2256.013 (commercial paper), 2256.014 (mutual funds), or 2256.016 (investment pools);
4. The terms of a loan require that the securities being held as collateral be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or with a third party selected by or approved by the district; and
5. A loan is placed through a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003, or a financial institution doing business in this state.

An agreement to lend securities under a securities lending program must have a term of one year or less.

Gov't Code 2256.0115

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Banker's
Acceptances

A banker's acceptance is an authorized investment if it:

1. Has a stated maturity of 270 days or fewer from the date of issuance;
2. Will be, in accordance with its terms, liquidated in full at maturity;
3. Is eligible for collateral for borrowing from a Federal Reserve Bank; and
4. Is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least on nationally recognized credit rating agency.

Gov't Code 2256.012

Commercial Paper

Commercial paper is an authorized investment if it has a stated maturity of 365 days or fewer from the date of issuance; and is rated not less than A-1 or P-1 or an equivalent rating by at least:

1. Two nationally recognized credit rating agencies; or
2. One nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States law or any state.

Gov't Code 2256.013

Mutual Funds

A no-load money market mutual fund is an authorized investment if the mutual fund:

1. Is registered with and regulated by the Securities and Exchange Commission;
2. Provides the district with a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.); and
3. Complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).

Gov't Code 2256.014(a)

In addition to the no-load money market mutual fund authorized above, a no-load mutual fund is an authorized investment if it:

1. Is registered with the Securities and Exchange Commission;
2. Has an average weighted maturity of less than two years; and
3. Either has a duration of:
 - a. One year or more and is invested exclusively in obligations approved by the Public Funds Investment Act, or
 - b. Less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

Gov't Code 2256.014(b)

Limitations

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Government Code 2256.014(b);
2. Invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Government Code 2256.014(b); or
3. Invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Government Code 2256.014(a) or (b) in an amount that exceeds ten percent of the total assets of the mutual fund.

Gov't Code 2256.014(c)

Guaranteed
Investment
Contracts

A guaranteed investment contract is an authorized investment for bond proceeds if the guaranteed investment contract:

1. Has a defined termination date;
2. Is secured by obligations described at Obligations of Governmental Entities, above, excluding those obligations described at Unauthorized Obligations, in an amount at least equal to the amount of bond proceeds invested under the contract; and
3. Is pledged to the district and deposited with the district or with a third party selected and approved by the district.

Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested in a guaranteed investment contract with a term longer than five years from the date of issuance of the bonds.

To be eligible as an authorized investment:

1. The board must specifically authorize guaranteed investment contracts as eligible investments in the order, ordinance, or resolution authorizing the issuance of bonds;
2. The district must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
3. The district must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
4. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and
5. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a guaranteed investment contract by a district.

Gov't Code 2256.015

Investment Pools

A district may invest its funds or funds under its control through an eligible investment pool if the board by rule, order, ordinance, or resolution, as appropriate, authorizes the investment in the particular pool. *Gov't Code 2256.016, .019*

To be eligible to receive funds from and invest funds on behalf of a district, an investment pool must furnish to the investment officer or other authorized representative of the district an offering circular or other similar disclosure instrument that contains the information specified in Government Code 2256.016(b). To maintain eligibility, an investment pool must furnish to the investment officer or other authorized representative investment transaction confirmations and a monthly report that contains the information specified in Government Code 2256.016(c). A district by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds. *Gov't Code 2256.016(b)-(d)*

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Corporate Bonds

A district that qualifies as an issuer as defined by Government Code 1371.001 [see CCF], may purchase, sell, and invest its funds and funds under its control in corporate bonds (as defined above) that, at the time of purchase, are rated by a nationally recognized investment rating firm "AA-" or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or
2. Invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

A district subject to these provisions may purchase, sell, and invest its funds and funds under its control in corporate bonds if the board:

1. Amends its investment policy to authorize corporate bonds as an eligible investment;
2. Adopts procedures to provide for monitoring rating changes in corporate bonds acquired with public funds and liquidating the investment in corporate bonds; and
3. Identifies the funds eligible to be invested in corporate bonds.

The district investment officer, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

1. Issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated "AA-" or the equivalent at the time the release is issued; or
2. Changes the rating on the corporate bonds to a rating lower than "AA-" or the equivalent.

Gov't Code 2256.0204

Hedging
Transactions

The board of an eligible entity (as defined above) shall establish the entity's policy regarding hedging transactions. An eligible entity may enter into hedging transactions, including hedging contracts,

and related security, credit, and insurance agreements in connection with commodities used by an eligible entity in the entity's general operations, with the acquisition or construction of a capital project, or with an eligible project. A hedging transaction must comply with the regulations of the federal Commodity Futures Trading Commission and the federal Securities and Exchange Commission.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution by an eligible entity of a hedging contract and any related security, credit, or insurance agreement.

An eligible entity may:

1. Pledge as security for and to the payment of a hedging contract or a security, credit, or insurance agreement any general or special revenues or funds the entity is authorized by law to pledge to the payment of any other obligation.
2. Credit any amount the entity receives under a hedging contract against expenses associated with a commodity purchase.

An eligible entity's cost of or payment under a hedging contract or agreement may be considered an operation and maintenance expense, an acquisition expense, or construction expense of the eligible entity; or a project cost of an eligible project.

Gov't Code 2256.0206

Prohibited
Investments

Except as provided by Government Code 2270 (prohibited investments), a district is not required to liquidate investments that were authorized investments at the time of purchase. *Gov't Code 2256.017*

Note: As an "investing entity" under Government Code 2270.0001(7)(A), a district must comply with Chapter 2270, including reporting requirements, regarding prohibited investments in scrutinized companies listed by the comptroller in accordance with Government Code 2270.0201.

Loss of Required
Rating

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. A district shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating. *Gov't Code 2256.021*

**Sellers of
Investments**

A written copy of the investment policy shall be presented to any business organization (as defined below) offering to engage in an investment transaction with a district. The qualified representative of the business organization offering to engage in an investment transaction with a district shall execute a written instrument in a form acceptable to the district and the business organization substantially to the effect that the business organization has:

1. Received and reviewed the district investment policy; and
2. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the district and the organization that are not authorized by the district's investment policy, except to the extent that this authorization:
 - a. Is dependent on an analysis of the makeup of the district's entire portfolio;
 - b. Requires an interpretation of subjective investment standards; or
 - c. Relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The investment officer of a district may not acquire or otherwise obtain any authorized investment described in the district's investment policy from a business organization that has not delivered to the district the instrument required above.

Gov't Code 2256.005(k)-(l)

Nothing in this section relieves the district of the responsibility for monitoring investments made by the district to determine that they are in compliance with the investment policy.

Business
Organization

For purposes of the provisions at Sellers of Investments above, "business organization" means an investment pool or investment management firm under contract with a district to invest or manage the district's investment portfolio that has accepted authority granted by the district under the contract to exercise investment discretion in regard to the district's funds.

Gov't Code 2256.005(k)

Donations

A gift, devise, or bequest made to a district to provide college scholarships for district graduates may be invested by the board as provided in Property Code 117.004 (Uniform Prudent Investor Act),

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unless otherwise specifically provided by the terms of the gift, devise, or bequest. *Education Code 45.107*

Investments donated to a district for a particular purpose or under terms of use specified by the donor are not subject to the requirements of the Public Funds Investment Act. *Gov't Code 2256.004(b)*

**Electronic Funds
Transfer**

A district may use electronic means to transfer or invest all funds collected or controlled by the district. *Gov't Code 2256.051*

Investment Authority

The Superintendent or other person designated by Board resolution shall serve as the investment officer 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. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

**Approved
Investment
Instruments**

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016.

Safety

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctua-

tions by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

**Investment
Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

**Liquidity and
Maturity**

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the District shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

Diversity

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

**Monitoring Market
Prices**

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done at least quarterly, as required by law, and more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

**Monitoring Rating
Changes**

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

Funds/Strategies

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

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Operating Funds	Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Custodial Funds	Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Debt Service Funds	Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.
Capital Project Funds	Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.
Safekeeping and Custody	The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.
Sellers of Investments	<p>Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]</p> <p>Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA).</p>
Soliciting Bids for CDs	In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.
Interest Rate Risk	<p>To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.</p> <p>The District shall monitor interest rate risk using weighted average maturity and specific identification.</p>
Internal Controls	A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to

protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the District's independent auditing firm.

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

Annual Audit

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

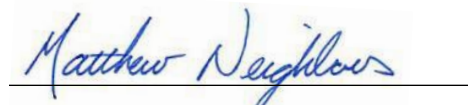
Action Sheet

MEETING DATE: August 2, 2023

AGENDA ITEM: Discuss and Consider Update of Post-Issuance Compliance Procedures for Tax-Exempt Debt

In August 2022, GISD School Board adopted formal post-issuance compliance procedures for tax exempt debt. With the change in financial personnel and District leadership, these procedures were updated to reflect these changes. The IRS encourages issuers to adopt post-issuance compliance procedures to monitor continuing compliance with the tax requirements imposed on tax-exempt debt. The District worked with its bond counsel, Bracewell LLP, to draft post-issuance compliance procedures that contain the core elements of a successful post-issuance compliance program: record retention, arbitrage, use of bond proceeds (including private business use), reissuance and corrective action. Documentation regarding compliance responsibilities facilitates staff changes and can also improve access to information for routine monitoring related to private business use and rebate calculations. Further, the records that an issuer maintains with respect to its bonds can make due diligence for refundings and responses to IRS reviews more efficient and less burdensome for all parties. These procedures are attached for your review.

RECOMMENDATION: I move that the Board of Trustees approve and adopt the Updated Post-Issuance Compliance Procedures for Tax-Exempt Debt, as presented.



Matthew Neighbors Ed. D.
Superintendent



Jeff Martello
Chief Financial Officer

PROCEDURES FOR POST-ISSUANCE FEDERAL TAX COMPLIANCE

Implemented as of this 2nd day of August 2023.

I. GENERAL

These Procedures for Post-Issuance Compliance (the “Procedures”) are for the purpose of maintaining and evidencing compliance with the federal tax requirements that apply to the bond financings of the Galveston Independent School District (the “District”). In furtherance of such purposes the District has adopted these Procedures with respect to the following:

- General Recordkeeping & Record Retention
- Timely return filings
- Proper and timely use of bond proceeds and proper use of bond-financed property
- Arbitrage - yield restriction and rebate
- Reissuance requirements
- Corrective Action

These Procedures apply to any obligations to which Sections 103 and 141 through 150 of the Internal Revenue Code of 1986 (the “Code”) are applicable, whether or not such obligations are in fact tax-exempt. For example, these Procedures will be followed with respect to any issue of tax credit bonds to which such sections of the Code apply. It is the intention of the District to modify or amend these Procedures in the future in order to comply with any requirements set forth in subsequent rulings and other advice published by the Internal Revenue Service (the “Service” or the “IRS”), as such authorities may apply to the District and its obligations.

II. RESPONSIBLE PARTIES

The District acknowledges that as the issuer of debt obligations subject to the Code, it is responsible for post-issuance compliance with respect to such debt obligations. The Chief Financial Officer of the District has general oversight of the post-issuance compliance of bond financings. In addition, the following parties are responsible for the duties listed next to their title:

Chief Financial Officer – Oversees all financial functions of the District

Director of Accounting– responsible for banking, cash management, investment, and certain debt administration activities of the District

Accountant– responsible for all accounting functions of the District

Records Manager – responsible for the cataloguing and storage of various financial records of the District

Parties responsible for the financing aspects and the operations aspects of bond-financed facilities will coordinate efforts to ensure that any actions taken with respect to a bond-financed facility will be in compliance with the requirements of the Code. The District will provide training and/or make available educational materials regarding compliance requirements (e.g., private use requirements) to the parties responsible for the oversight of bond-financed facilities.

III. GENERAL RECORDKEEPING & RECORD RETENTION

General record retention duties are the responsibility of the Records Manager.

The Director of Accounting will maintain a copy of the following documents on file at all times:

- Audited Financial Statements
- Reports of any examinations by the Internal Revenue Service of the District's financings

With respect to each issue of obligations, the Chief Financial Officer will retain the following for the life of the obligations (including the life of any obligations issued to refund the original debt) plus three years:

- Bond transcript, including authorizing documents, offering document, the federal tax certificate, and certificates regarding issue price
- Minutes and resolution(s) authorizing the issue
- Any formal elections (e.g., election to employ an accounting methodology other than specific tracing)
- Records relating to the payment of debt service (including credit enhancement)
- Documentation relating to investments and arbitrage compliance, as described in "Arbitrage – Yield Restriction and Rebate - Recordkeeping" below
- Documentary evidence of when and for what purpose the bond proceeds were expended, as described in "Expenditures of Bond Proceeds - Recordkeeping" below
- Any grant requests or fundraising materials and documentation of grants or fundraising receipts relating to projects that also may be financed, in whole or in part, with bond proceeds
- Any agreement of a type described in "Private Business Use – Special Legal Entitlements" that relates to a bond-financed facility
- Bond paying agent/trustee statements
- Rebate compliance reports
- Related IRS filings (e.g., Form 8038-T Rebate)
- IRS correspondence regarding such issue
- Other documentation (including written advice of Bond Counsel) material to the particular requirements that are applicable to the tax status of the financing

Documents may be retained as hard copies or in an electronic format (in accordance with Revenue Procedure Revenue Procedure 97-22, 1997-1 C.B. 652), so long as such documents are retained in organized, accessible format that preserves the accuracy of such documents.

IV. RETURN FILINGS

The Chief Financial Officer will be responsible for the timely filing of the Form 8038-G information report (or such other series 8038 form as may be applicable to a specific issue of bonds) with the Service, which filing may be completed by bond counsel after the issuance of the obligations. The District must file a separate Form 8038-G for each issue of bonds not later than the 15th day of the second calendar month after the close of the calendar quarter in which the bonds are issued.

V. EXPENDITURE OF BOND PROCEEDS

General

The Chief Financial Officer is responsible for oversight of the expenditure of bond proceeds, including monitoring whether such expenditures are made in a timely manner for the purposes for which the bonds were authorized in order to meet qualify for rebate exceptions set forth in the Code and Regulations and whether investments of unexpended Bond proceeds continue to qualify for temporary period exceptions to yield-restriction requirements. Bond Counsel may be consulted regarding allocation of expenditures between each Bond issue to ensure timely expenditure of Bond proceeds.

Additionally, the Chief Financial Officer will monitor compliance with the requirement of the Regulations that proceeds of a bond issue are to be allocated to expenditures by the later of 18 months after the expenditure was made or the date the project is placed in service (and in no event, later than 60 days after (i) the fifth anniversary of the issue date or (ii) retirement of the issue).

With respect to the reimbursement of any expenditure paid prior to the date of issue of the bonds, the Chief Financial Officer will monitor compliance with the requirement of the Regulations that such reimbursement allocation to bond proceeds is made not later than 18 months after the later of (i) the date the original expenditure is made or (ii) the date the project is placed in service, but in no event more than three years after the original expenditure is paid. Furthermore, the Chief Financial Officer will monitor compliance with the requirement of the Regulations that such reimbursement allocation is for the reimbursement of expenditures paid on or after 60 days prior to the date of a reimbursement resolution (including for this purpose a bond order).

Recordkeeping

With respect to each issue of obligations, the District will retain the following for the life of the obligations plus three years:

- Documentation of allocation of bond proceeds to expenditures (e.g., allocation of bond proceeds for expenditures for the construction, renovation, or purchase of facilities)
- Documentation of allocations of bond proceeds to bond issuance costs
- Copies of all requisitions, draw schedules, draw requests, invoices, bills, and cancelled checks related to bond proceeds spent during the construction period
- Copies of all contracts entered into for the construction, renovation or purchase of bond-financed facilities
- Records of expenditure reimbursements incurred prior to issuing bonds for bond-financed facilities
- List or schedule of all bond-financed facilities or equipment
- Depreciation schedules, if any, for bond-financed depreciable property
- Documentation of any purchase or sale of bond-financed assets

Documents may be retained as hard copies or in an electronic format (in accordance with Revenue Procedure Revenue Procedure 97-22, 1997-1 C.B. 652), so long as such documents are retained in organized, accessible format that preserves the accuracy of such documents.

VI. PRIVATE BUSINESS USE

General

To confirm that the Bonds serve governmental purposes rather than providing proscribed benefits to nongovernmental persons engaged in “private business” activity, it must be determined whether the District expects that there will be any private business use of the proceeds of the bonds. Private business use exists if proceeds of the issue or the property to be financed by the bond proceeds are used directly or indirectly by any nongovernmental person in that person’s trade or business. Private business use may occur due to arrangements (typically contractual) that give nongovernmental persons special legal entitlements with respect to the use of bond-financed property (including a sale or other transfer of bond-financed property to a nongovernmental person). Further, a bond issue is considered to have private security or payments if the payment of the debt service of an issue is either (a) secured directly or indirectly by property or payments derived from private business use or (b) to be derived from payments for a private business use. The tax-exempt status of governmental bonds may be jeopardized if both (a) the private business use associated with an issue of bonds exceeds five percent (and, in certain circumstances, ten percent) of the proceeds of an issue and (b) the private security or payments associated with an issue exceeds five percent (and, in certain circumstances, ten percent) of the proceeds of such issue. Finally, no more than five percent of the proceeds of an issue of bonds may be used to make loans or arrangement that allow a nongovernmental person to defer payments that it is obligated to make with respect to the financed property or the bonds.

The District’s finance team will coordinate with the parties responsible for the use and operation of a bond-financed facility by communicating the private business use restrictions to such parties and requiring that all activity that may give rise to such use be communicated to the Executive Director of Facilities in advance of such use. The Chief Financial Officer is responsible for

tracking trade or business activity by third parties as it relates to each issue of obligations and will monitor such activity no less frequently than yearly and, in any event, upon being notified of any new activity that will give rise to a significant amount of trade or business activity by a third party.

Special Legal Entitlements that Can Create Private Business Use

A special legal entitlement that can create private business use can arise from arrangements that convey ownership rights, leasehold rights or management rights (e.g., priority rights to use the facility) or other similar rights. Recognizing that a special legal entitlement may give rise to private business use, each time the District intends to enter into one of the following, the District will determine if such agreement relates to any bond -financed facility:

- Management and other service contracts
- Research agreements
- Naming rights contracts
- Ownership
- Leases
- Subleases
- Leasehold improvement contracts
- Joint venture arrangements
- Limited liability corporation arrangements
- Partnership agreements
- Non-contractual use of bond-financed office space and/or parking facilities by any nongovernmental person
- Any other contract conferring a special legal entitlement or special economic benefit that are comparable to ownership

If such an agreement will be with respect to a bond-financed facility, the District will take measures designed to preserve the intended federal income tax status of that issue of Bonds. Such measures may include ensuring that such agreement falls into an applicable exception under the private business use rules, making a determination that private use will not exceed the applicable limit or such other action as may be recommended by bond counsel, including taking remedial actions with respect to the issue of Bonds whose federal tax status is implicated.

VII. PAYMENTS ON THE BONDS

The trustee/paying agent for the bonds shall determine the amount of principal and interest payable on each payment date for the bonds. Periodically, and no less frequently than annually, the Chief Financial Officer will review the amount of the interest payments to verify that proper payments of interest have been made.

VIII. ARBITRAGE – YIELD RESTRICTION & REBATE

General

The Chief Financial Officer is responsible for monitoring the District’s compliance with the yield restriction requirements of section 148(a) of the Code and the rebate requirements of section 148(f) of the Code. Such monitoring includes, but is not limited to:

- Tracking the allocation of bond proceeds to expenditures for compliance with any temporary period and spending exceptions, no less frequently than yearly
- Ensuring that any forms required to be filed with the IRS relating to arbitrage and any payments required pursuant thereto are filed in a timely manner
- Ensuring that “fair market value” is used with respect to the purchase and sale of investments

Additionally, the District hired Arbitrage Compliance Specialists, Inc., a rebate analyst firm, to monitor compliance with rebate and yield restriction rules on a yearly basis.

Compliance with the investment rules will require that the District be able to account for, in terms of dates and amounts, all uses (including disbursements and investment activity) of particular categories of bond-related money. The Director of Accounting will account for all of the following disbursements: monies in the project fund, debt service fund and any other fund into which proceed of the obligations have been deposited, including any reserve fund. In doing so, the Director of Accounting will use any reasonable consistently applied accounting method to account for gross proceeds, investments, and expenditures of an issue.

Recordkeeping

With respect to each issue of obligations, the District will retain the following for the life of the obligations plus three years:

- Documentation of allocations of investments and calculations of investment earnings
- Documentation for investments of the bond proceeds related to:
 - a) Investment contracts (*e.g.*, guaranteed investment contracts)
 - b) Credit enhancement transactions (*e.g.*, bond insurance contracts)
 - c) Financial derivatives (*e.g.*, swaps, caps, etc.)
 - d) Bidding of financial products
- Documentation regarding arbitrage compliance, including:
 - a) Computation of bond yield
 - b) Computation of rebate and yield reduction payments
 - c) Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate
 - d) Form 8038-R, *Request for Recovery of Overpayments Under Arbitrage Rebate Provisions*

Documents may be retained as hard copies or in an electronic format (in accordance with Revenue Procedure Revenue Procedure 97-22, 1997-1 C.B. 652), so long as such documents are retained in organized, accessible format that preserves the accuracy of such documents.

IX. REISSUANCE

Prior to making any changes to the terms of an obligation, including its underlying security, the District will consult with bond counsel to determine whether such change will result in the reissuance of such obligation for federal tax law purposes. If it is determined that a change will result in a reissuance, the District will take such action, including the recalculation of yield, the filing of a new form 8038-G and the payment of rebate obligations, as is necessary to maintain the tax status of the bonds.

X. CORRECTIVE ACTION

Reports regarding the aforementioned compliance policies with respect to any issue of bonds will be made by the party given responsibility for such area to the Chief Financial Officer no less frequently than annually. At such time, the Chief Financial Officer will determine whether any corrective action is required with respect to the applicable issue.

A corrective action may be required if, for example, it is determined that bond proceeds were not properly expended, the District is not in compliance with the arbitrage requirements imposed by the Code or the District has taken a deliberation action that results in impermissible private business use (e.g., sale of bond-financed property). If the District determines or is advised that corrective action is necessary with respect to any issue of its obligations, the District will, as may be applicable, in a timely manner:

- Seek to enter into a closing agreement under the Tax-Exempt Bonds Voluntary Closing Agreement Program described in Notice 2008-31 (or any successor notice thereto)
- Take remedial action described under Section 1.141-12 of the Regulations
- Take such other action as recommended by bond counsel

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General

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A corrective action may be required if, for example, it is determined that bond proceeds were not properly expended, the District is not in compliance with the arbitrage requirements imposed by the Code or the District has taken a deliberation action that results in impermissible private business use (e.g., sale of bond-financed property). If the District determines or is advised that corrective action is necessary with respect to any issue of its obligations, the District will, as may be applicable, in a timely manner:

- Seek to enter into a closing agreement under the Tax-Exempt Bonds Voluntary Closing Agreement Program described in Notice 2008-31 (or any successor notice thereto)
- Take remedial action described under Section 1.141-12 of the Regulations
- Take such other action as recommended by bond counsel

Action Sheet

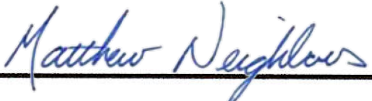
MEETING DATE: August 2, 2023

AGENDA ITEM: **Discuss and consider approval of the contract with Adaptive Behavior School (Harris County Department of Education) for 3 students in GISD.**


The district wishes to enter into an Interlocal Agreement for Specialized Services with Adaptive Behavior School (ABS) East for two students for the 2023 - 2024 school year. ABS East is a public school operated by the Harris County Department of Education. Per the agreement, ABS East will provide comprehensive educational services, including the provision of related services outlined in the Individual Education Plans (IEPs), for the three students. This agreement, recommended by each student's ARDC (Admission, Review and Dismissal Committee) is needed to ensure the provision of FAPE (a free and appropriate public education.) The students will travel to ABS each morning and return home each afternoon.

As outlined in the agreement, the cost per student is to be \$27,500 totaling \$82,500 and will be paid utilizing split funding from both annually allotted local Special Education discretionary funds and federally awarded IDEA-B grant funding.

RECOMMENDATION: **I move that the Board of Trustees approve the contract as presented.**



Dr. Matthew Neighbors
Superintendent



Jessica Edwards
Director of Special Education/Section 504

**INTERLOCAL AGREEMENT FOR SPECIALIZED SERVICES
ACADEMIC BEHAVIOR SCHOOL (ABS) EAST**

2023-2024 ANNUAL CONTRACT

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education (“HCDE”) and the **Galveston Independent School District**, (“GISD”) hereby enter into an Interlocal Contract (“Contract”) for the purpose of providing educational and related services for eligible student(s) with disabilities of the **GISD** and to state the terms, rights and duties of the contracting parties.

1. Term. This Contract is for the term of **August 28, 2023** through **June 3, 2024**. During said term, HCDE agrees to provide services described herein for **three (3) total: Adaptive Behavior Program/LIFE Skills Program** unit(s) to eligible student(s) with disabilities (“Student(s)”) who are residents of the **GISD**.

2. HCDE Responsibilities.

- a) HCDE agrees to provide specialized facilities and certified/licensed personnel necessary to provide educational, instructional, and counseling services to the student(s) placed at ABS East in accordance with applicable law and during the days and times set forth by ABS East. HCDE may perform the services contracted for herein by using its own employees or independent contractors. HCDE will use its best efforts to provide the necessary specialized facilities and properly certified/licensed personnel in accordance with applicable law.
- b) HCDE agrees to furnish the **GISD** with a monthly statement of student(s) attendance. HCDE agrees to furnish **GISD** with documentation of restraints within two (2) HCDE school days. HCDE will provide documentation of restraint procedures upon request by **GISD**.
- c) HCDE may provide transportation for the student(s) to and from field trips, vocational training, and similar activities, if written permission allowing HCDE to transport students is provided by the students’ parents/guardians.
- d) HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the **GISD** have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the **GISD**.

3. GISD’s Responsibilities.

- a) **GISD** is responsible for providing transportation for the student(s) to and from ABS East. Location of pick-up and drop-off points and time of service will be mutually determined by representatives of **GISD** and HCDE.
- b) **GISD** shall provide copies of all Student Records (as hereinafter defined) pertaining to the student(s) no later than five (5) HCDE business days prior to student(s)’s first day of attendance at ABS East. **GISD** agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) that may be requested from or obtained by **GISD** during the term of this Contract. **GISD** shall provide copies of additional records, including **GISD** Records, as reasonably requested by HCDE.
- c) **GISD** retains the responsibility to report **GISD** student(s)’s average daily attendance and other required information through the Public Education Information Management System (“PEIMS”).

4. Student Records; Confidentiality.

For purposes of this Contract, “Student Records” shall be defined as student information including personal identifiers such as name, address, phone number, date of birth, Social Security number, and student identification number, and any student information protected by law, including “personally identifiable information” and student “education records” as those terms are defined by the Family Educational Rights and Privacy Act, 20 USC 1232g, as amended (“FERPA”); “personal information” as that term is defined in the Children’s Online Privacy Protection Act of 1998 (“COPPA”); “personal information” as that term is defined in the Protection of Pupil Rights Amendment (“PPRA”); “personally identifiable information” as that term is defined in the Individuals with Disabilities Education Act, as amended (“IDEA”); “protected health information”³⁷⁷ as that term is defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); and “personal identifying information” and

“sensitive personal information” as defined under the Texas Identity Theft Enforcement and Protection Act (Chapter 521, Texas Business and Commerce Code).

Notwithstanding any contrary provision of this Contract, both Parties and their employees, agents, and subcontractors may access and use Student Records only as permitted by law for the purpose(s) for which the disclosure was made. Both Parties agree to abide by FERPA’s limitations and requirements imposed on school officials, including, but not limited to, the requirements of 34 C.F.R. 99.33(a). HCDE and **GISD** expressly agree that: (1) the services/functions to be provided by HCDE are services/functions for which **GISD** would otherwise use its own employees; (2) both Parties have been determined to meet the criteria set forth in **GISD**’s annual notification of FERPA rights for being school officials with legitimate educational interests in the Student Records; (3) **GISD** is under HCDE’s direct control with respect to **GISD**’s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; (4) HCDE is under **GISD**’s direct control with respect to HCDE’s access to, use of, and disclosure of Student Records as gathered and maintained by HCDE; and (5) both Parties will use Student Records only for authorized purposes and will not re-disclose Student Records to other parties, unless each Party has specific authorization from the other Party to do so or the disclosure is otherwise permitted by applicable law, including without limitation, FERPA, HIPAA, COPPA, IDEA, PPRA and the Texas Identity Theft Enforcement and Protection Act.

5. Immunity.

Nothing in this Contract shall be construed as a waiver or relinquishment of any governmental immunities or defenses on behalf of either Party or their respective trustees, officers, employees, and agents as a result of the execution of this Contract or performance of the functions or obligations described herein.

6. Collaboration. Both Parties agree to collaborate, as necessary, to administer the services described in this Contract and to act in the best interest of the student(s). Both Parties shall use collaborative problem-solving techniques and best efforts to resolve issues between the Parties as they may arise.

7. Special Education Services.

- a) Special education student(s) served under this Contract have been placed by the Admission, Review and Dismissal (ARD) Committee of the student(s)’s school of regular attendance within **GISD** and recommended for services as described herein. The ARD Committee of **GISD** has affirmed the classification and approved the recommendation of such contracted services.
- b) HCDE will be available for participation with the **GISD** ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the **GISD** on the implementation of the IEP at least once per semester. A member of the **GISD** special education personnel will monitor, assess and evaluate the student(s)’s progress as established by the IEP, including at least one on-site visit annually.
- c) HCDE will follow the IDEA and other applicable laws when considering dismissal and/or expulsion of a qualified special education student(s) from ABS East.
- d) **GISD** agrees to invite an HCDE representative as a non-consensus member to any **GISD** ARD Committee meeting for **GISD** student(s) placed at ABS East pursuant to this Contract.
- e) HCDE will not use prohibited aversive techniques, as that term is defined by Texas Education Code § 37.0023.

8. Local Education Agency.

Student(s) receiving services from HCDE pursuant to this Contract remain enrolled in **GISD** and are considered students of **GISD** for all purposes. ISD remains the Local Education Agency (“LEA”), as that term is defined by the IDEA, and the “Recipient” as that term is defined by Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and solely retains the obligation to provide and to ensure that

any eligible **GISD** student is provided a free appropriate public education (“FAPE”) while receiving services from HCDE. **GISD** retains all responsibilities required of the LEA pursuant to the IDEA, and required of the Recipient pursuant to Section 504, including, but not limited to, requirements regarding identification, evaluation, educational placement, the provision of FAPE, and procedural safeguards. For any dispute, including a special education complaint or due process hearing, arising under the IDEA, Section 504, or other applicable law regarding an **GISD** student placed at HCDE, **GISD** recognizes and acknowledges that HCDE is not the LEA or Recipient for the **GISD** student and is in no way liable to the student, parent, or **GISD** under the IDEA, Section 504, or other applicable law.

- 9. Invoices and Payment.** In consideration of the services provided herein, **GISD** agrees to pay HCDE a total amount of **\$82,500**. Total amount is calculated by multiplying the number of units times the annual **out of-county** tuition rate (**\$27,500**).

HCDE will invoice **GISD** and payment will be due immediately upon receipt of invoice. **GISD** agrees to pay HCDE in the following manner:

- 50% of annual total amount due will be invoiced in **September 2023**
- 50% of annual total amount due will be invoiced in **January 2024**

If applicable, in consideration of Extended School Year Services (ESY) provided, **GISD** agrees to pay HCDE in the following manner:

- \$6,700 out of-county tuition rate times number of ESY students enrolled.
 - 100% of ESY total amount due will be invoiced in **July 2024**.
- a) In the event that **GISD** makes a payment to HCDE with a credit card, **GISD** agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).
 - b) **GISD** may sell unused units to another district upon obtaining HCDE’s prior written consent.
 - c) Each Party paying for the performance of governmental functions and/or invoices must make those payments from current revenues available to the paying Party.
 - d) The source of funding for this contract will be from **GISD** _____ (federal, state or local) funds. The parents of the student(s) shall not be charged for the services contracted under this Contract.

- 10. GISD Liaison.** **GISD** shall appoint a qualified liaison to communicate on behalf of **GISD** with HCDE representatives. The liaison shall be knowledgeable in no less than the student(s)’s educational and disciplinary records; ABS East programs, policies, and procedures; and special education law, policies, and procedure, if appropriate. The **GISD** liaison shall make best efforts to assist ABS East representatives in providing services to students, including, but not limited to, acquiring information regarding the student(s), assessing best placement, and communicating with **GISD** employees and student(s)’s parents/guardians, as necessary.

11. Termination.

- a) HCDE shall have the right to terminate this Contract for convenience, effective at the end of the Term, or with at least thirty (30) calendar days prior written notice to **GISD**’s. If HCDE exercises such termination right, HCDE shall have no obligation to refund to **GISD** the amount of any pre-paid fees for any period following the effective date of such termination.
- b) Both Parties may terminate this Contract with or without cause by mutual written agreement.
- c) Upon the effective date of termination or expiration of this Contract, except as otherwise explicitly stated herein, the Parties shall have no obligations to the other Party under this Contract. Student(s) in attendance at ABS East at the time of termination or expiration of this Contract will return to **GISD**’s. All Student Records maintained by HCDE during the duration of providing services to the

student will be provided to **GISD** within ten (10) business days following the date of termination or expiration, at the written request of **GISD's**.

- 12. Equal Opportunity.** It is the policy of HCDE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. **GISD** agrees not to discriminate against any employee, student(s), or other person or party in the performance of this Contract, with respect to placement at ABS East, services to be provided, conditions and privileges of employment, or a matter directly or indirectly related to age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification), race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.
- 13. Assignment.** Neither this Contract nor any duties or obligations under it shall be assignable by either Party without the prior written acknowledgment and authorization of the other Party.
- 14. Notice.** Any notice provided under the terms of this Contract by either Party to the other shall be in writing and shall be deemed sufficient forty-eight (48) hours after being deposited in the regular mail as certified mail, return receipt requested, if such notice is addressed to the party to be notified at such Party's address as set forth below:

HCDE

Attention: James Colbert, Jr., County School Superintendent
6300 Irvington Boulevard
Houston, Texas 77022-5618

GISD's

Attention: Dr. Jerry Gibson, Superintendent
3904 Ave T.
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 Article.

- 15. Third Party Beneficiaries.** Nothing in this Contract shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Contract.
- 16. Choice of Law and Venue.** This Contract shall be construed under the laws of the State of Texas, and mandatory and exclusive venue for any action arising out of this Contract shall be in Harris County, Texas.
- 17. Amendments and Waivers.** Any term of this Contract may be amended or waived only with the written consent of the Parties or their respective permitted successors and assigns. Any amendment or waiver effected in accordance with this Article shall be binding upon the Parties and their respective successors and assigns.
- 18. Separate Entities.** There is no relationship of agency, partnership, joint venture, employment, or franchise between the Parties. Neither Party has the authority to bind the other or to incur any obligation on its behalf. **GISD** assumes full responsibility for the actions of its personnel while performing any services incident to this Contract, including, but not limited to, transportation and special education services, and shall remain solely responsible for their supervision, direction and control, payment of salary, workers' compensation, disability benefits, and like requirements and obligations. **GISD** agrees that HCDE has no responsibility for any conduct of **GISD** or **GISD's** employees, agents, representatives, contractors, or subcontractors.

- 19. Authority.** Each Party acknowledges, represents, and warrants that it has the power and authority to enter into this Contract and to perform its obligations hereunder, without the need for any consents or approvals not yet obtained, except to the extent that this Contract requires approval of either Party's Board of Trustees.
- 20. Force Majeure.** Neither HCDE nor **GISD** shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond such party's control.
- 21. Severability.** In the event that any one or more of the terms or provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. The failure of a Party to enforce any provision of this Contract or to require performance by other party will not be deemed a waiver, or in any way affect the right of either party to enforce such provision thereafter.
- 22. Contract Interpretation.** The Parties agree that the normal rules of construction that require that any ambiguities in this Contract are to be construed against the drafter shall not be employed in the interpretation of this Contract.
- 23. Captions.** The captions herein are for convenience and identification purposes only, and not an integral part hereof, and are not to be considered in the interpretation of any part hereof.
- 24. Entire Agreement.** This Contract contains and embraces the entire agreement between the parties, and neither it, nor any part of it may be changed, altered, modified, limited or extended, orally or by any agreement between the parties, unless such agreement by expressed in writing, signed and acknowledged by HCDE and **GISD's**.

District School Superintendent/Designee	Date
Harris County School Superintendent/Designee	Date
Harris County School Superintendent/Designee	Date

For HCDE Office use only: Revenue Account No. 19940060100131 57250000 **ABS East**