Notice of Regular Meeting
Board of Trustees
Wednesday, December 15, 2021

A Regular Meeting of the Board of Trustees will be held on Wednesday, December 15, 2021, beginning at 6:00 PM, in the Lovenberg Administration Building, 3904 Avenue T, Galveston, TX 77550.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. For more information about public comment, see Policy BED. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1) Public Hearing on GISD's 2021 Financial Integrity Rating System of Texas. 3
2) Call to order Open Session in the Board Room of the Lovenberg Administration Building, 3904 Avenue T, Galveston, Texas.
3) Pledge of Allegiance to the United States flag and the Texas flag.
4) 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.
5) 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

6) Reestablish the open meeting of the Galveston ISD Board of Trustees.
7) District Reports
A) Superintendent's Report
8) Financial Reports and Budget Update 30
9) Board President to Appoint Standing Committees.
10) CONSENT AGENDA - Action Items
A) Consider approval of the minutes from the Special Meeting on November 12, 2021 amd Regular School Board Meeting on November 17, 2021. 42
B) Consider approval of personnel resignations and recommendations with contracts. 50
C) Discuss and consider approval of payment of attorney fees. 51
D) Consider approval of Budget Amendments 52
E) Consider Approval of Purchases >$50,000
F) Discuss and consider accepting donations in accordance with Board Policy CDC Local. 54

G) Discuss and Consider Approval of Playground Equipment Purchase from Miracle Recreation Equipment Co. for Oppe Elementary Not to Exceed $90,000 — 56

11) Discuss and Consider Scoreboard Advertising Agreement with UTMB — 64

12) REGULAR AGENDA- Action Items

A) Discuss and Approve the 2022-2023 School Calendar — 71

B) Discuss and Consider administration's proposal to terminate the contract of a probationary Teacher at Collegiate Middle School. — 73

13) Suggested Future Agenda Items

14) Board Comments

15) 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, Texas Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). 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. [See TASB Policy BEC(LEGAL)]

_____

For the Board of Trustees



Galveston ISD

2021 Annual Financial Management Report

For the Year Ending August 31, 2020

What is School FIRST and What is its Purpose?

- School FIRST is a financial accountability rating system that holds school districts accountable for the quality of their financial management practices.
- School FIRST is designed to encourage Texas public schools to manage their financial resources better in order to provide the maximum allocation possible for direct instructional purposes.
- School FIRST is a tool that creates transparency and discloses the quality of local management and decision-making processes that the school district uses concerning the financial resources the school district receives.

Reporting Requirements

- Prepare and distribute an annual financial management report
- Hold public hearing to provide an opportunity for comment on the report

2021 Ratings

- 20 indicators
  - 5 considered “critical”
  - No answer to any of the critical indicators results in automatic Substandard Achievement
  - 5 considered “ceilings”
  - If the school district fails a ceiling indicator, the maximum points and highest rating the school district may receive is 89 points, B=Above Standard Achievement.
- 4 Ratings with letter grades:
  - A = Superior (90-100 points)
  - B = Above Standard (80-89)
  - C = Meets Standard (60-79)
  - F = Substandard Achievement (<60)

GISD Results

District Score:

100 out of 100 points

Rating:

A = Superior Achievement

Critical Indicators

#	Indicator Description	2019-2020 Data	2018-2019 Data
1	Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?	YES	YES
2	Was there an unmodified opinion in the AFR on the financial statements as a whole?	YES	YES
3	Was the school district in compliance with the payment terms of all debt agreements at fiscal year end?	YES	YES
4	Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other governmental agencies?	YES/ Ceiling Passed	YES
5	Was the total unrestricted net asset balance (Net of the accretion of interest for capital appreciation bonds) in the governmental activities column in the Statement of Net Assets greater than zero?	Not Scored	Not Scored

Solvency Indicators

#	Indicator Description	2019-2020 Data	2018-2019 Data
6	Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures?	Ceiling Passed	N/A
7	Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)?	10	8
8	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt?	10	10
9	Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days?	10	10
10	Did the school district average less than a 10 percent variance (90% to 110%) when comparing budgeted revenues to actual revenues for the last 3 fiscal years?	10	N/A

Solvency Indicators

#	Indicator Description	2019-2020 Data	2018-2019 Data
11	Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency?	10	10
12	Was the debt per $100 of assessed property value ratio sufficient to support future debt repayments?	10	10
13	Was the school district's administrative cost ratio equal to or less than the threshold ratio?	10	8
14	Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? (If the student enrollment did not decrease, the school district will automatically pass yes or no this indicator.	10	10
15	Was the school district's ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA? If the district did not submit per pupil projections to TEA, did it certify TEA's projections?	5	N/A

Solvency Indicators

#	Indicator Description	2019-2020 Data	2018-2019 Data
16	Did the comparison of PEIMS data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function?	Ceiling Passed	10
17	Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds?	Ceiling Passed	Yes
18	Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds?	10	10
19	Did the school district post the required financial information on its website in accordance with Government Code, Local Government code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?	5	N/A
20	Did the school board members discuss the district's property values at a board meeting within 120 days before the district adopted its budget?	Ceiling Passed	N/A
	TOTAL RATING: *2018-2019 Indicator #15 was eliminated for 2019-2020. GISD received 10 points on this indicator in the prior year.	100	96

Required Disclosures

- Schedule of Reimbursements made to the Superintendent and all Board Members is disclosed in the report
- There were no business transactions between the District and any board members
- The Superintendent did not receive any outside compensation or consulting fees
- The Superintendent and board members did not receive any reportable gifts >$250
- The Superintendent's contract is on the website

QUESTIONS?

Galveston Independent School District

2021 Annual Financial Management Report
School Financial Integrity Rating System of Texas
"FIRST"

For the Year Ending August 31, 2020

Dr. Jerry Gibson, Superintendent

Connie Morgenroth, Assistant Superintendent of Business and Operations

December 15, 2021

Galveston Independent School District
2021 Annual Financial Management Report
School FIRST
For the Year Ending August 31, 2020

Table of Contents

Introduction 1

2020-2021 FIRST Rating 3

Overview of the Worksheet 7

Critical Indicators #1 - #5 7

All Other Indicators #6 - #20 9

Required Disclosures 14

Galveston Independent School District 2021 Annual Financial Management Report – School FIRST

Introduction

During the 77th regular session of the Texas legislature (2001), Senate Bill 218 was passed and Governor Perry signed it into law shortly thereafter. This law requires each school district to prepare an annual financial management report within two months of the date of issuance of the final School FIRST ratings. The District received official notification of the 2020-2021 Final School FIRST rating on November 5, 2021. This rating is based upon analysis of school year data for the fiscal year ending August 31, 2020.

The purpose of the financial accountability rating system is to ensure that school districts will be held accountable for the quality of their financial management practices and achieve improved performance in the management of their financial resources. The system is designed to encourage Texas public schools to manage their financial resources better in order to provide the maximum allocation possible for direct instructional purposes. The system also discloses the quality of local management and decision-making processes that impact the allocation of financial resources in Texas public schools. An evaluation of the long-term effectiveness of the system should disclose a measurable improvement in the quality of Texas public schools' decision-making processes.

The primary reporting tool is the Financial Accountability Ratings Worksheet. This worksheet was originally developed by representatives of the Texas Education Agency (TEA), the Texas Business & Education Council (TBEC) and the Texas Association of School Business Officials (TASBO). It is administered by the TEA and calculated on information submitted to the Agency via our PEIMS submission each year.

This year's report includes changes made by the Commissioner's Rule for School FIRST that were implemented by the Texas Education Agency beginning with ratings year 2020-2021 based primarily on date from fiscal year 2020.

Under School FIRST, every school district in Texas is required to prepare an annual financial management report that includes the following:

- The district's financial management performance rating provided by the Texas Education Agency (TEA) based on its comparison with indicators established by the Commissioner of Education for the state's new Financial Accountability System;
- The district's financial management performance under each indicator for the current and previous years' financial accountability ratings**;**
- Additional information required by the Commissioner of Education (disclosures)

Starting with the 2007 calendar year, the financial management report must contain certain required disclosures, in accordance with Title 19 of the Texas Administrative Code, Chapter 109, Budgeting, Accounting, and Auditing Subchapter AA, Commissioner's Rules Concerning the Financial Accountability Rating System. These disclosures are as follows:

1. A copy of the Superintendent's current employment contract (this can be satisfied by placing the contract on the district website);
2. A summary schedule for the fiscal year of total reimbursements received by the superintendent and each board member;
3. A summary schedule for the fiscal year of the dollar amount compensation and/or fees received by the Superintendent from another school district or any outside entity in exchange for professional consulting and/or other personal services;
4. A summary schedule for the fiscal year of the total dollar amount by the executive officers and board members of gifts that had an economic value of $250 or more;
5. A summary schedule for the fiscal year of the dollar amount by board member for the aggregate amount of business transactions with the school district.

Currently, the worksheet consists of 20 Indicators: 5 critical indicators, 5 ceiling indicators, 9 10-point indicators, and 2 5-point indicator. Indicator #4 is both a critical and ceiling indicator. A "No" response in Indicators #1, #2, #3, or #4 will automatically result in a rating of Substandard Achievement, so these first four Indicators are of utmost importance.

In summary, Galveston ISD received the rating of "**A = Superior Achievement**", scoring 100 out of a possible 100 on the financial accountability worksheet. Compared to the previous year, indicators #6 and #11 both increased by 2 points. Indicator #15 from the previous year no longer exists. Indicators #6, #10, #15, #19, and #20 are new indicators. The worksheet itself follows, along with an explanation of each indicator, the indicator goal, and GISD's performance this year as compared to last year. Finally, as in accordance with Title 19, the required disclosures are included at the back of the report.

2020-2021 RATINGS BASED ON SCHOOL YEAR 2019-2020 DATA - DISTRICT STATUS DETAIL

Name: GALVESTON ISD(084902)	**Publication Level 1:** 8/4/2021 2:00:38 PM
Status: Passed	**Publication Level 2:** 8/6/2021 11:10:55 AM
Rating: A = Superior Achievement	**Last Updated:** 8/6/2021 11:10:55 AM
District Score: 100	**Passing Score:** 70

#	Indicator Description	Updated	Score
1	Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?	6/8/2021 3:29:41 PM	Yes
2	Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)	6/8/2021 3:29:41 PM	Yes
3	Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)	6/8/2021 3:29:41 PM	Yes
4	Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal	7/1/2021 9:03:23 AM	Yes Ceiling Passed

	Revenue Service (IRS), and other government agencies? (If the school district received a warrant hold and the warrant hold was not cleared within 30 days from the date the warrant hold was issued, the school district is considered to not have made timely payments and will fail critical indicator 4. If the school district was issued a warrant hold, the maximum points and highest rating that the school district may receive is 95 points, A = Superior Achievement, even if the issue surrounding the initial warrant hold was resolved and cleared within 30 days.)		
5	This indicator is not being scored.		
			1 Multiplier Sum
6	Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	6/28/2021 11:06:39 AM	Ceiling Passed
7	Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? See ranges below in the Determination of Points section.	6/8/2021 3:29:41 PM	10
8	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? See ranges below in the Determination of Points section.	6/8/2021 3:29:41 PM	10
9	Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? See ranges below in the Determination of Points section.	6/8/2021 3:29:42 PM	10
10	Did the school district average less than a 10 percent variance (90% to 110%) when	7/2/2021 1:19:36 PM	10

	comparing budgeted revenues to actual revenues for the last 3 fiscal years?		
11	Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? If the school district's increase of students in membership over 5 years was 7 percent or more, then the school district automatically passes this indicator. See ranges below in the Determination of Points section.	6/8/2021 3:29:43 PM	10
12	Was the debt per $100 of assessed property value ratio sufficient to support future debt repayments? See ranges below in the Determination of Points section.	6/8/2021 3:29:43 PM	10
13	Was the school district's administrative cost ratio equal to or less than the threshold ratio? See ranges below in the Determination of Points section.	6/8/2021 3:29:43 PM	10
14	Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? If the student enrollment did not decrease, the school district will automatically pass this indicator.	6/8/2021 3:29:44 PM	10
15	Was the school district's ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA? If the district did not submit pupil projections to TEA, did it certify TEA's projections? See ranges below in the Determination of Points section.	6/8/2021 3:29:44 PM	5
16	Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	6/8/2021 3:29:44 PM	Ceiling Passed
17	Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local,	6/8/2021 3:29:44 PM	Ceiling Passed

	state, or federal funds? (The AICPA defines material weakness.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)		
18	Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)	6/8/2021 3:29:44 PM	10
19	Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?	6/8/2021 3:29:44 PM	5
20	Did the school board members discuss the district's property values at a board meeting within 120 days before the district adopted its budget? (If the school district fails indicator 20 the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	6/8/2021 3:29:45 PM	Ceiling Passed
			100 Weighted Sum
			1 Multiplier Sum
			(100 Ceiling)
			100 Score

DETERMINATION OF RATING

A.	Did the school district fail any of the critical indicators 1, 2, 3, or 4? If so, the school district's rating is **F for Substandard Achievement** regardless of points earned.	
B.	Determine the rating by the applicable number of points.	
	A = Superior Achievement	90-100
	B = Above Standard Achievement	80-89
	C = Meets Standard Achievement	70-79
	F = Substandard Achievement	<70

Overview of the Worksheet

Critical Indicators

Indicators 1 through 5 are considered critical indicators. Any "No" response in one of these categories is a signal indicator of fiscal distress. These four indicators revolve around the audit report, timely debt and payroll-related payments and the auditor's findings.

Indicator #1

Indicator: Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?

Indicator Goal: To ensure the district's financial report is filed by the deadline.

GISD Answer: Yes. Like last year, the District met this requirement. The annual financial report was received by the Texas Education Agency before the required deadline of January 28, 2021.

Indicator #2 (Indicator #2A in prior year)

Indicator: Was there an unmodified opinion in the AFR on the financial statements as a whole?

Indicator Goal: To determine whether the annual financial report is free from material misstatement.

GISD Answer: Yes. Like last year, the District received an unqualified opinion in its annual financial report.

Indicator #3

Indicator: Was the school district in compliance with the payment terms of all debt agreements at fiscal year end?

Indicator Goal: To determine if the district made its outstanding bond payments on time and to ensure it is not in default.

GISD Answer: Yes. Like last year, GISD made all required bond payments on time.

Indicator #4

Indicator: Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other governmental agencies?

Indicator Goal: To determine if the district fulfilled its payroll-related payment obligations to these organizations.

GISD Answer: Yes. Like last year, GISD made all payroll-related payment obligations on time.

Indicator #5

Indicator: Was the total unrestricted net position balance (net of the accretion of interest for capital appreciation bonds) in the governmental activities column in the Statement of Net Positions greater than zero?

Indicator Goal: This indicator is not being scored per TEA.

All Other Indicators

Indicator #6 (New indicator)

Indicator: Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures?

Indicator Goal: This indicator measures the percentage change in fund balance to see whether the fund balance is declining too quickly, and if it is declining, whether sufficient fund balance remains to operate for at least 75 days.

GISD Answer: Yes. GISD committed $11M to disaster recovery last fiscal year, but the assigned and unassigned fund balance of $21,549,696 met both of these tests.

Indicator #7 (Indicator #6 in prior year)

Indicator: Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)?

Indicator Goal: This indicator measures how long in days after the end of the fiscal the school district could have disbursed funds for its operating expenditures without receiving any new revenues. Districts must have more than 90 days to receive all 10 points, and points decrease by 2 as the number of days' decreases.

GISD Answer: Yes. GISD earned all 10 points on this indicator which is a 2-point increase compared to the prior year; there were 127.857 days cash on hand this year and 87.8 days last year.

Indicator #8 (Indicator #7 in prior year)

Indicator: Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt?

Indicator Goal: This indicator measures whether the school district had sufficient short-term assets at the end of the fiscal year to pay off its short-term liabilities. To earn the maximum of 10 points, current assets must be more than 3 times current liabilities, and points decrease by 2 as the ratio decreases.

GISD Answer: 4.1626; therefore, GISD earned all 10 points this year, as well as last year. Current Assets 60,052,786 / Current Liabilities 14,426,640 =4.1626. Last year, Current Assets $70,108,833 / Current Liabilities $16,211,205 = 4.3247.

Indicator #9

Indicator: Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days?

Indicator Goal: To determine if the District spent more than it earned. The school district will automatically pass this indicator if it had at least 60 days' cash on hand.

GISD Answer: 10 of 10 points; an increase of 2 points over last year. GISD passed both parts of this indicator this year; revenues exceeded expenditures, and the District had 127.857 days' cash on hand this year and 87.8 days' cash on hand last year.

Indicator #10 (New indicator)

Indicator: Did the school district average less than a 10 percent variance (90% to 110%) when comparing budgeted revenues to actual revenues for the last 3 fiscal years?

Indicator Goal: This indicator measures how accurately the district forecast projected revenue by comparing budgeted revenue submitted through PEIMS October of the fiscal year to actual revenues submitted after close of the fiscal year.

Answer: GISD received all 10 points. GISD's 3-year average variance of budgeted revenues to actual revenues was 2.49%.

Indicator #11 (Indicator #8 in prior year)

Indicator: Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency?

Indicator Goal: This question seeks to determine the amount of long-term debt relative to total assets. Fast growth districts pass this indicator if their enrollment has increased more than 10% in 5 years. To receive all 10 points, the long-term debt (net of pension liability) cannot be >60% of total assets, and points decrease as the percentage increases.

GISD Answer: 41.59% therefore, the District received all 10 points on this indicator. LT Liabilities 62,192,878 / Total Assets 149,544,676 = .4159. GISD received 10 points with 47.86% on this indicator last year.

Indicator #12 (Indicator #10 in prior year)

Indicator: Was the debt per $100 of assessed property value ratio sufficient to support future debt repayments?

Indicator Goal: To determine the District's ability to make its debt principal and interest payments due during the year. A ratio of <=4 earns all 10 points, and the points decrease by 2 as the ratio increases.

Answer: Like last year, GISD received all 10 points. GISD's debt service coverage ratio was .8227 this year and 2.4876 last year.

Indicator #13 (Indicator # 11 in prior year)

Indicator: Was the school district's administrative cost ratio equal to or less than the threshold ratio?

Indicator Goal: To determine whether the district's administrative costs are in an acceptable range for its size. For GISD, a ratio of <10% earns all 10 points, and the points decrease by 2 as the percentage increases.

GISD Answer: 10 of 10 points. GISD's administrative cost ratio is 9.63%. Last year, our ratio was 10.49% and we earned 8 points.

Indicator #14 (Indicator #12 in prior year)

Indicator: Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? (If the student enrollment did not decrease, the school district will automatically pass yes or no this indicator.)

Indicator Goal: To determine that if student enrollment is declining by more than 15%, staff are also decreasing proportionately, over a 3-year period.

GISD Answer: GISD earned 10 points both this year and last year. GISD has not experienced a significant decrease in student to staff ratio over a 3- year period.

Indicator #15 (New indicator)

Indicator: Was the school district's ADA within the allotted range of the district's biennial pupil projection(s) submitted to TEA? If the district did not submit per pupil projections to TEA, did it certify TEA's projections?

Indicator Goal: This indicator measures how well the district was able to project average daily attendance for the coming biennium for payment purposes. Projected ADA is compared to actual.

GISD Answer: GISD's variance was .47%. This indicator allows up to a 10% variance for the ADA size of the district. GISD earned 5 points which is the maximum points on this indicator.

Indicator #16 (Indicator #13 in prior year)

Indicator: Did the comparison of PEIMS data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function?

Indicator Goal: To determine whether the quality of data reported to TEA through PEIMS and in the annual financial report submission are consistent. If the variance is greater than 3%, districts fail this indicator.

GISD Answer: Like last year, GISD passed this ceiling indicator. Our variance was .00000121491% this year and 0.00006619% last year.

Indicator #17 (Indicator #2B in prior year)

Indicator: Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds?

Indicator Goal: To determine whether the district has established and maintains effective internal control over its financial reporting.

GISD Answer: Yes. Like last year, the annual financial report did not disclose any instances of material weaknesses in internal controls.

Indicator #18 (Indicator #14 in prior year)

Indicator: Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds?

Indicator Goal: An audit finding of material non-compliance could indicate a risk of internal weaknesses and signal that public funds are not being properly handled.

GISD Answer: Like last year, GISD did not have any audit findings of material non-compliance and received all 10 points on this Yes or No indicator.

Indicator #19 (New indicator)

Indicator: Did the school district post the required financial information on its website in accordance with Government Code, Local Government code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?

Indicator Goal: This indicator measures whether the district is complying with legal requirements related to financial transparency by posting all required information.

GISD Answer: GISD is in compliance with its required website postings and earned the maximum 5 points on this indicator.

Indicator #20 (New indicator)

Indicator: Did the school board members discuss the district's property values at a board meeting within 120 days before the district adopted its budget?

Indicator Goal: This indicator measures whether the school board had the opportunity to consider the impact of changes in property value on the finances of the district.

GISD Answer: GISD school board members discussed property values within 120 days of the budget adopted and passed this ceiling indicator.

REQUIRED DISCLOSURES

Summary Schedule of Reimbursements as of August 31, 2020

Name	Meals	Lodging	Transportation	Other	Total
Kelly Moulton	$187.37		$1,982.01	$44.25	$2,213.63
Anthony Brown			$349.74		$349.74
Shae Jobe	$10.54		$134.05		$144.59
Ann Masel					$0
David O'Neal	$251.00		$252.58		$503.58
Johnny Smecca			$342.20		$342.20
Mindy Lakin					$0
Monica Wagner					$0

Other includes registration fees and hotel internet services.

Business Transactions Between School Districts and Board Members for FY 2020

Business transactions between the District and Mr. Smecca totaled $9,730.66 during FY 2020.

Superintendent Outside Compensation

Superintendent, Kelli Moulton, did not receive any outside compensation or fees for Professional Consulting or other personal services for the twelve-month period ending August 31, 2020.

Superintendent's Contract

The Superintendent's current contract is posted on the District's website at www.myGISD.com.

Executive Officer and Board of Trustees Gifts

The Superintendent and Board Members did not receive any gifts that had an economic value of $250 or more in aggregate for the twelve-month period ending August 31, 2020 from an outside entity that received payments from GISD in the prior fiscal year or from competing vendors that were not awarded contracts in the prior fiscal year.

Action Sheet

MEETING DATE: **December 15, 2021**

AGENDA ITEM: **Financial Reports**

The following reports for the period ending 11/30/2021 are attached for your review:

Executive Summary – See Attachment A.

Report No. 1 – FY 2021-2022 General Fund revenues, showing budget, actual collections, and (over)/under collected. See Attachment B.

Report No. 2 – FY 2021-2022 General Fund expenditures by function, showing budget, encumbrances, expenditures, and unencumbered balances. See Attachment C.

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

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

Report No. 5 – Vendors with aggregated purchases for FY 2021-2022 that exceed $50,000. See Attachment F.

Report No. 6 – Local Vendor Activity for FY 2021-2022 (zip codes 77550-77554). See Attachment G.

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

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

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

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

Jerry Gibson, Ed. D.

Digitally signed by Jerry Gibson, Ed. D.
Date: 2021.12.02 16:25:19 -06'00'

Dr. Jerry Gibson
Superintendent

Connie Morgenroth

Digitally signed by Connie Morgenroth
DN: cn=Connie Morgenroth, o=Galveston Independent School District, ou=Business and Operations, email=conniemorgenroth@gisd.org, c=US
Date: 2021.11.30 16:33:29 -06'00'

Connie Morgenroth
Assistant Superintendent for Business and Operations

Financial Reports – Executive Summary, Board Meeting 12/15/2021

The following reports representing period ending 11/30/2021, are attached for your review:

Report No. 1 – General Fund revenue collected through the period totals $10,437,453 or 10.2% of projected collections. For the same period in FY 2020-2021, revenue totaled $9,374,181 or 10.4% of budgeted collections. See attachment B.

Report No. 2 – General Fund expenditures through the period totals $16,933,620 or 16.2% of total projected expenditures. For the same period in FY 2020-2021, expenditures totaled $16,349,863 or 16.9% of budgeted expenditures. See attachment C.

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

Funds held by each financial institution at 11/30/2021 are as follows:

Moody Bank	$5,276,898	Pledged securities $20,365,155
Texas Class Investment Pool	$17,409,408	N/A (Investment Pool)
Texas Term	$14,499,059	N/A (Investment Pool)
Moody Bank CD-General	$2,000,000	12 Month CD
Moody Bank CD-Debt Service	$2,000,000	12 Month CD
Total	$41,185,365	

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	$90,367,054	$9,256,525	10.2%
Interest & Sinking (Debt Payment)	$8,315,840	$855,626	10.3%

For the same period in FY 2020-2021, collections were $7,753.496 (9.8%) for M&O and $786,052(9.7%) for I&S.

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

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

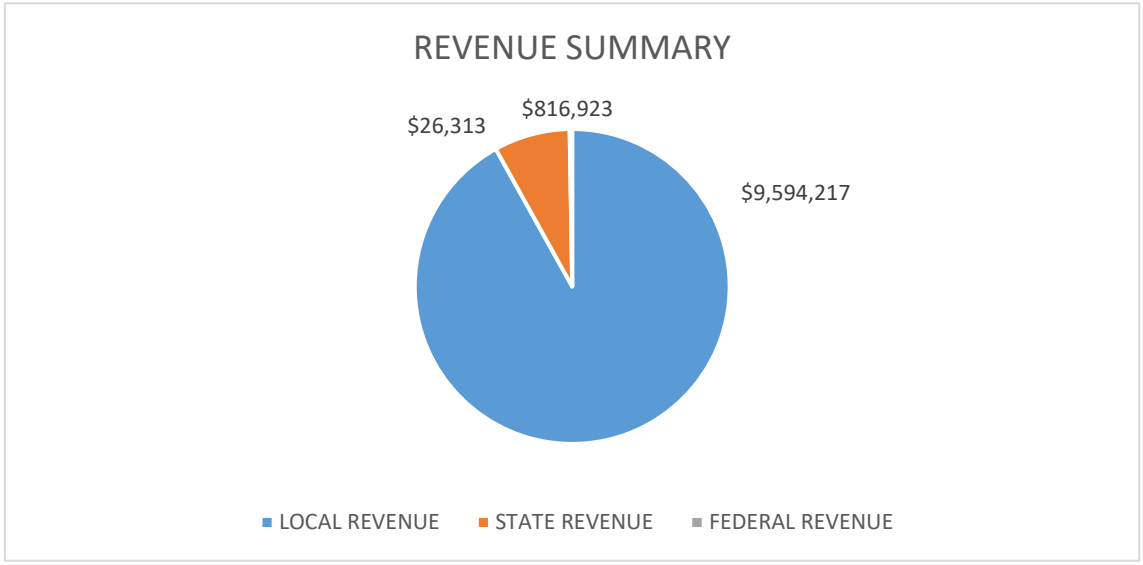
Report No. 7 – Vendors with aggregate purchases for FY 2021-2022 that exceed $50,000. See attachment H.

Report No. 8 – Local vendor activity for FY 2021-2022 (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 11-30-2021

		2021-2022 Original Budget	Monthly Receipts 11/30/2021	FYTD Activity 11/30/2021	2021-2022 FYTD (Under)/Over Budget
57--	LOCAL REVENUE	$ 91,329,734	$ 7,590,551	$ 9,594,217	$ (81,735,517)
58--	STATE REVENUE	$ 4,565,298	$ 96,001	$ 816,923	$ (3,748,375)
59--	FEDERAL REVENUE	$ 2,974,968	$ 9,011	$ 26,313	$ (2,948,655)
79--	TRANSFERS IN	$ 3,841,653	$ -	$ -	$ (3,841,653)
---		$ 102,711,653	$ 7,695,564	$ 10,437,453	$ (92,274,200)
	% COLLECTED	10.2%			



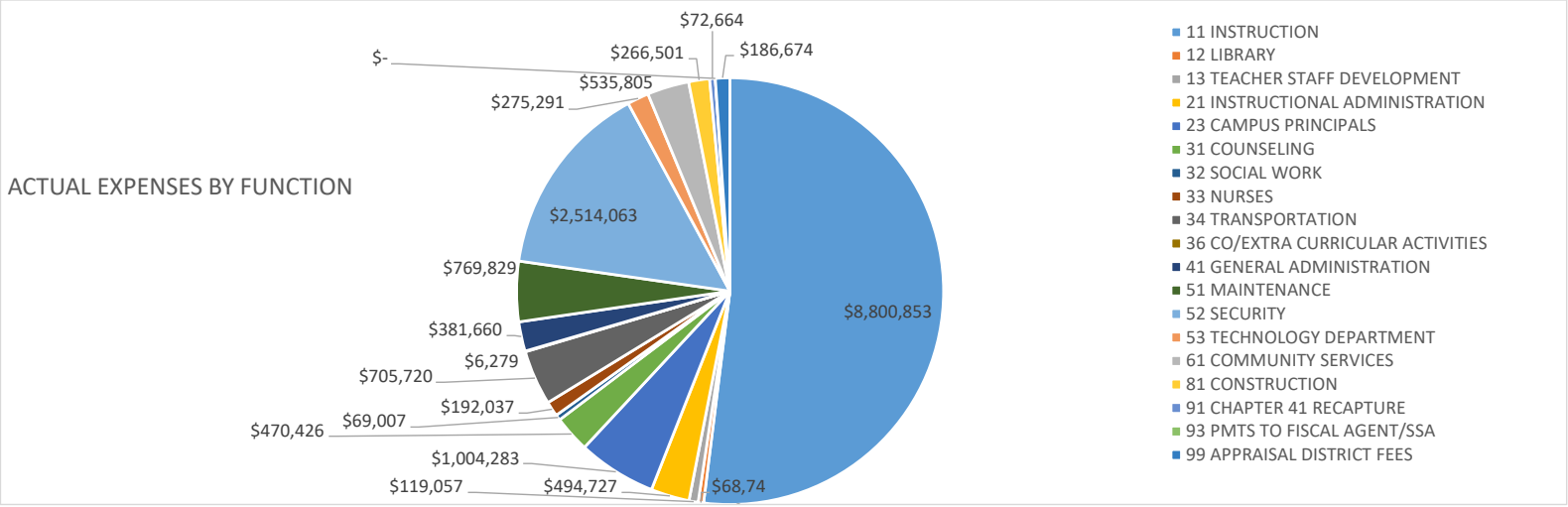
ATTACHMENT B

GALVESTON ISD

GENERAL FUND EXPENDITURES BY FUNCTION

AS OF 11/30/2021

FC	Function	Rev Bud October 2021-2022	FYTD Activity November 2021-2022	Encumbered November 2021-2022	Expenses + Encumbered	Unencumbered Balance November 2021-2022
11	INSTRUCTION	$ 39,583,121	$ 8,800,853	$ 214,307	$ 9,015,160	$ (30,567,961)
12	LIBRARY	$ 350,063	$ 68,743	$ 14,090	$ 82,833	$ (267,230)
13	TEACHER STAFF DEVELOPMENT	$ 856,415	$ 119,057	$ 30,601	$ 149,658	$ (706,757)
21	INSTRUCTIONAL ADMINISTRATION	$ 2,111,110	$ 494,727	$ 4,135	$ 498,862	$ (1,612,248)
23	CAMPUS PRINCIPALS	$ 4,271,440	$ 1,004,283	$ 1,700	$ 1,005,983	$ (3,265,458)
31	COUNSELING	$ 2,161,293	$ 470,426	$ 9,086	$ 479,512	$ (1,681,781)
32	SOCIAL WORK	$ 289,679	$ 69,007	$ 88	$ 69,095	$ (220,584)
33	NURSES	$ 867,547	$ 192,037	$ 499	$ 192,536	$ (675,011)
34	TRANSPORTATION	$ 3,335,445	$ 705,720	$ 97,884	$ 803,604	$ (2,531,841)
36	CO/EXTRA CURRICULAR ACTIVITIES	$ 1,859,261	$ 6,279	$ 94,612	$ 100,891	$ (1,758,370)
41	GENERAL ADMINISTRATION	$ 2,988,482	$ 381,660	$ 186,435	$ 568,095	$ (2,420,387)
51	MAINTENANCE	$ 9,649,670	$ 769,829	$ 745,298	$ 1,515,127	$ (8,134,543)
52	SECURITY	$ 1,206,256	$ 2,514,063	$ 11,672	$ 2,525,735	$ 1,319,479
53	TECHNOLOGY DEPARTMENT	$ 2,183,312	$ 275,291	$ 221,070	$ 496,361	$ (1,686,951)
61	COMMUNITY SERVICES	$ 1,074,943	$ 535,805	$ 688,635	$ 1,224,440	$ 149,497
81	CONSTRUCTION	$ 955,997	$ 266,501	$ 771,323	$ 1,037,824	$ 81,827
91	CHAPTER 41 RECAPTURE	$ 30,047,660	$ 72,664	$ -	$ 72,664	$ (29,974,996)
93	PMTS TO FISCAL AGENT/SSA	$ 27,500	$ -	$ -	$ -	$ (27,500)
99	APPRAISAL DISTRICT FEES	$ 700,000	$ 186,674	$ 513,326	$ 700,000	$ -
--	COLUMN TOTALS	$ 104,519,195	$ 16,933,620	$ 3,604,760	$ 20,538,380	$ (83,980,814)
	EXPENDITURES AS A % OF BUDGET		16.2%		19.7%	



GALVESTON INDEPENDENT SCHOOL DISTRICT
Cash and Investment Report for the Month Ending 11/30/21
For Board Meeting 12/15/21

Depository or Investment Pool	Account Name	Account Number	Type of Account	% Earned	10/31/21 Market Value	Changes to Market Value: Deposits	Withdrawals	ROI (net)	11/30/21 Market Value
Moody Bank	General Disbursement	xxxxxx601	Now Account	0.050%	$ 4,680,349.62	$ 7,418,117.60	$ 9,351,857.77	$ 145.22	$ 2,746,754.67
Moody Bank	Activity Fund	xxxxxx627	Now Account	0.050%	$ 88,147.07	$ 77,607.92	$ 41,934.66	$ 11.31	$ 123,831.64
Moody Bank	Child Nutrition	xxxxxx619	Now Account	0.050%	$ 408,316.72	$ 91,233.09	$ 222,794.28	$ 14.94	$ 276,770.47
Moody Bank	Bond	xxxxxx056	Now Account	0.050%	$ 69,895.22			$ 2.87	$ 69,898.09
Moody Bank	Debt Service Money Market	xxxxxx635	Money Market	0.300%	$ 2,035,974.11			$ 502.02	$ 2,036,476.13
Moody Bank	Debt Service	xxxxxx049	Now Account	0.050%	$ 23,166.34			$ 0.96	$ 23,167.30
Moody Bank	General Fund		12 Month CD	1.500%	$ 2,000,000.00				$ 2,000,000.00
Moody Bank	Debt Service		12 Month CD	1.500%	$ 2,000,000.00				$ 2,000,000.00
			Total Moody Bank:		**$ 11,305,849.08**	**$ 7,586,958.61**	**$ 9,616,586.71**	**$ 677.32**	**$ 9,276,898.30**
	SECURITIES PLEDGED 11,000,000								
Texas Class	General Operating	xxxxxxxx01	Investment Pool	0.0539%	$ 9,693,947.63	$ 9,590,967.34	$ 5,584,552.98	$ 564.40	$ 13,700,926.39
Texas Class	Debt Service	xxxxxxxx02	Investment Pool	0.0539%	$ 968,386.33	$ 678,504.36	$ -	$ 61.55	$ 1,646,952.24
Texas Class	Construction	xxxxxxx03	Investment Pool	0.0539%	$ 312.40			$ -	$ 312.40
Texas Class	Activity	xxxxxxx04	Investment Pool	0.0539%	$ 409,379.79			$ 18.14	$ 409,397.93
Texas Class	Child Nutrition	xxxxxxx05	Investment Pool	0.0539%	$ 1,220,063.88	$ 584,552.98	$ 152,849.55	$ 51.98	$ 1,651,819.29
			Total Texas Class:		**$ 12,292,090.03**	**$ 10,854,024.68**	**$ 5,737,402.53**	**$ 696.07**	**$ 17,409,408.25**
Texas Range	General Operating	XXXX-02	Investment Pool	0.02%	$ 13,190,970.14	$ 103,115.36		$ 178.67	$ 13,294,264.17
Texas Range	Debt Service	XXXX-04	Investment Pool	0.02%	$ 208,588.41			$ 2.81	$ 208,591.22
Texas Range	Bond Construction	XXXX-05	Investment Pool	0.02%	$ 391,695.69		$ 103,115.36	$ 4.57	$ 288,584.90
Texas Range	Child Nutrition	XXXX-08	Investment Pool	0.02%	$ 707,608.83			$ 9.55	$ 707,618.38
			Total Texas Class:		**$ 14,498,863.07**	**$ 103,115.36**	**$ 103,115.36**		**$ 14,499,058.67**
			Total Cash & Investments		**$ 38,096,802.18**	**$ 18,544,098.65**	**$ 15,457,104.60**	**$ 1,471.19**	**$ 41,185,365.22**

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

Note: Texas Range formerly Texas Term

_____

Connie Morgenroth, Assistant Superintendent for Business and Operations

GALVESTON ISD
TAX COLLECTIONS BY FUND
AS OF 11/30/2021

FUND	FUND	OBJ	OBJ	Revised Budget 2021-2022	FYTD Activity 2021-2022	November 2021-2022 Monthly Activity	2020-21 FYTD (UNDER)/Over Budget
199	GENERAL FUND	5711	TAXES-CURRENT YEAR	$ 87,694,702	$ 8,793,782	$ 7,297,387	$ (78,900,920)
199	GENERAL FUND	5712	TAXES-DELINQUENT	$ 1,622,352	$ 347,229	$ 35,819	$ (1,275,123)
199	GENERAL FUND	5719	PENALTY/INT/OTHER TAX REVENUE	$ 1,050,000	$ 115,514	$ 32,256	$ (934,486)
199	GENERAL FUND	5719	PENALTY/INT/OTHER TAX REVENUE	$ -	$ -	$ -	$ -
FUND TOTAL				$ 90,367,054	$ 9,256,525	$ 7,365,461	$ (81,110,529)
YTD AS A % OF BUDGET				10.2%			

FUND	FUND	OBJ	OBJ	Revised Budget 2021-2022	FYTD Activity 2021-2022	November 2021-2022 Monthly Activity	2020-21 FYTD (UNDER)/Over Budget
599	DEBT SERVICE FUND	5711	TAXES-CURRENT YEAR	$ 8,073,481	$ 809,586	$ 671,823	$ (7,263,895)
599	DEBT SERVICE FUND	5712	TAXES-DELINQUENT	$ 149,359	$ 34,565	$ 3,439	$ (114,794)
599	DEBT SERVICE FUND	5719	PENALTY/INT/OTHER TAX REVENUE	$ 93,000	$ 11,475	$ 3,243	$ (81,525)
FUND TOTAL				$ 8,315,840	$ 855,626	$ 678,504	$ (7,460,214)
YTD AS A % OF BUDGET				10.3%			

ATTACHMENT E

GALVESTON ISD
BOND FUND EXPENDITURE SUMMARY BY PROJECT & CENTER
FY 2021-2022 AS OF 11/30/2021

Bond authorization (including premium on bonds sold) ->		$31,275,439.32
Rebates		$232,153.53
Return on Investments		$895,012.27
Total Available		**$32,402,605.12**
Expended 2017-18		$1,222,084.02
Expended 2018-19		$15,037,128.42
Expended 2019-20		$12,874,404.54
Expended 2020-21		$2,996,982.54
Expended + Encumbered 2021-2022	$	216,034.01
Expended + Encumbered All Years		**$32,346,633.53**
Balance		$55,971.59
Expended + Encumbered % (of Total Available) ->		100%

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

	Galveston ISD										
	2018 Bond Construction Status by Project										
	A	B	C	D	E	F	G	H	I	J	K
Row	Desc	LOC	Bid Amount Approved	PBK 6%	Contingency	P&P Bond	Reimbursable (estimate)	GISD Budget	PBK (Budget Bond Amount)	Difference	Project Status
1	SPOOR FIELD/TRACK	B01	$1,377,659.00	$82,659.54			$19,716.65	$1,480,035.19	$1,765,125.00	$285,089.81	Warranty
2	SECURITY VESTIBULES	B02	$532,400.00	$31,944.00			$4,319.24	$568,663.24	$234,225.00	($334,438.24)	Warranty
3	BUS PURCHASES	B03	$2,487,757.36	$0.00			$0.00	$2,487,757.36	$2,000,000.00	($487,757.36)	Closed
4	WHITE FLEET REPLACE VEHICLES	B04	$606,143.23	$0.00			$0.00	$606,143.23	$500,000.00	($106,143.23)	Closed
5	TECHNOLOGY REPLACEMENT/UPGRADE	B05	$2,020,674.92	$0.00			$0.00	$2,020,674.92	$2,000,000.00	($20,674.92)	Closed
6	SECURITY CAMERAS	B06	$509,999.25	$0.00				$509,999.25	$500,000.00	($9,999.25)	Warranty
7	Spoor field wireless for streaming	B06	$2,250.00					$2,250.00	$0.00	($2,250.00)	closed
8	FLOORING	B07	$253,389.50	$0.00			$0.00	$253,389.50	$358,425.00	$105,035.50	Warranty
9	Flooring Abatement	B07	$11,634.25					$11,634.25	$0.00	($11,634.25)	Closed
10	MEP Package 1 (Oppe, la Morgan, Oppe, parker)	B08	$1,392,714.00	$80,628.00		$23,000.00	$8,074.74	$1,504,416.74	$1,501,065.00	($3,351.74)	Warranty
11	MEP Package 2 (Oppe, parker)	B08	$62,625.00	$3,757.50				$66,382.50	$550,125.00	$483,742.50	Warranty
12	MEP Package 3 (Central, San Jac, Alamo, Crenshaw)	B08	$806,482.00	$47,118.60				$853,600.60	$1,294,110.00	$440,509.40	Warranty
13	MEP Package 4 (Crenshaw office unit, Admin, Austin, central)	B08	$1,038,759.00	$62,325.54				$1,101,084.54	$922,235.00	($178,849.54)	Punch
14	MEP Package 5 (ball fire pump, Weis insulation, Rosenberg water heater and water heater)	B08	$122,060.00	$7,081.80				$129,141.80	$162,797.00	$33,655.20	Warranty
15	MEP Package 6 (Ball Cooling Tower and check valves, Rosenberg CHWP)	B08	$499,684.00	$29,415.00				$529,099.00	$842,535.00	$313,436.00	Punch
16	MEP Transportation Package	B08	$59,485.00	$3,569.10				$63,054.10		($63,054.10)	Warranty
17	MEP Water Treatment	B08	$10,275.00	$0.00				$10,275.00		($10,275.00)	Closed
18	Ball - LED Theatrical Lighting Dimmer System	B08	$188,622.00					$188,622.00	$162,000.00	($26,622.00)	Warranty
19	Ball Chiller Insulation Direct Work	B08	$10,000.00					$10,000.00	$0.00	($10,000.00)	Closed
20	Parker - fire duct detectors	B08	$5,414.05					$5,414.05	$0.00	($5,414.05)	Closed
21	REROOFING PHASE 1 (Scott, Central, Ball, Austin	B09	$2,060,700.89	$123,821.70			$3,735.39	$2,188,257.98	$2,190,275.00	$2,017.02	Warranty
22	MARQUEES	B10	$50,636.82					$50,636.82	$105,000.00	$54,363.18	Closed
23	FUEL CANOPY - BUS BARN	B11	$10,365.00					$10,365.00	$67,500.00	$57,135.00	Closed
24	PARKER-REBUILD GYM	B15	$3,438,845.68	$206,737.42			$62,132.43	$3,707,715.53	$3,723,975.00	$16,259.47	Warranty
25	Parker Gym - FFE	B15	$8,740.00					$8,740.00	$0.00	($8,740.00)	WIP
26	Parker Gym - Purchase Projector with Contractor Retainage Funds	B15	$6,778.00					$6,778.00	$0.00	($6,778.00)	Warranty
27	LED Lighting Retrofit	B16	$1,746,025.00					$1,746,025.00	$1,700,000.00	($46,025.00)	Warranty
28	LED Lighting Fixtures Transportation Storage	B16	$9,666.00					$9,666.00	$0.00	($9,666.00)	Closed
29	Baseball and Softball Infield Turf	B17	$634,520.00	$38,071.20			$10,968.78	$683,559.98	$685,707.73	$2,147.75	Warranty
30	Baseball and Softball sprinkler work	B17	$4,958.00					$4,958.00	$0.00	($4,958.00)	Closed
31	Baseball backstop padding	B17	$4,750.00					$4,750.00	$0.00	($4,750.00)	Closed
32	Baseball concrete visitors dugout	B17	$5,125.00					$5,125.00	$4,050.00	($1,075.00)	Closed
33	Softball backstop padding	B17	$21,632.50					$21,632.50	$8,100.00	($13,532.50)	Closed

Row	Desc	LOC	Bid Amount Approved	PBK 6%	Contingency	P&P Bond	Reimbursable (estimate)	GISD Budget	PBK (Budget Bond Amount)	Difference	Project Status
34	Baseball roof replacement dugout, ticket	B17	$7,697.23					$7,697.23	$0.00	($7,697.23)	Closed
35	NEW BUS WASH	B18	$180,849.36	$10,945.92				$191,795.28	$135,000.00	($56,795.28)	Closed
36	TEST DRINKING WATER	B19	$40,460.00					$40,460.00	$40,500.00	$40.00	Closed
37	Plumbing Repair	B19	$10,620.00					$10,620.00	$0.00	($10,620.00)	Closed
38	BHS LECTURE HALL REPLCE SEATNG	B20	$18,638.00					$18,638.00	$6,480.00	($12,158.00)	Closed
39	CRENSHAW IMPROVEMENTS (insulation, ramp, painting, wet glazing, soft sealants)	B21	$676,595.00	$40,105.86			$770.37	$717,471.23	$678,575.00	($38,896.23)	punch
40	PBK Invoices Not Distributed to Projects	B22									
41	REFURBISH TENNIS COURTS	B24	$247,240.00	$14,834.40			$3,640.59	$265,714.99	$263,250.00	($2,464.99)	Closed
42	Tennis Court Restroom Repair	B24	$10,654.00					$10,654.00	$0.00	($10,654.00)	Closed
43	REPLACE DOOR HARDWARE	B25	$64,820.05					$64,820.05	$68,850.00	$4,029.95	Closed
44	Crenshaw Vestibule Door Hardware	B25	$5,713.47					$5,713.47	$0.00	($5,713.47)	Closed
45	REROOFING PHASE 2 (Oppe, Alamo, Austin, Courville, Central, San Jac)	B27	$2,196,163.14	$134,358.43			$1,613.78	$2,332,135.35	$2,669,895.00	$337,759.65	Closed
46	Approved Direct Work from Retainage (CS Advantage) Central Gym Floor	b27	$43,144.00					$43,144.00	$0.00	($43,144.00)	Closed
47	Roofing Repair Direct Contract Work	B27	$58,526.12					$58,526.12	$0.00	($58,526.12)	Closed
48	Asbestos Abatement	B28	$74,746.25					$74,746.25		($74,746.25)	Closed
49	Baseball Backstop Netting (change order to DW Site Improvements)	B29 B32 B17	$196,088.85	$87,893.33				$283,982.18	$0.00	($283,982.18)	Closed
50	COURVILLE/DW SITE IMPROVEMENTS (baseball covered batting, baseball fence and soft sealants, softball backstop netting and soft sealants,oppe fence, la Morgan canopy, stadium press box windows, spalling repairs, la Morgan roof repair, la Morgan spalling repair, Central fence replacement)	B29 B32 B17	$1,268,800.00				$28,527.17	$1,297,327.17	$1,819,717.27	$522,390.10	Closed
51	REROOFING PHASE 3 (Priority Repairs)Alamo, ball, Scott	B30	$142,185.00	$6,813.06				$148,998.06	$0.00	($148,998.06)	Closed
52	Tennis Court LED Lights (Electrical install)	B31	$54,015.67					$54,015.67	$0.00	($54,015.67)	Warranty
53	Tennis Court LED Lights (Light Poles)	B31	$284,400.00	$17,064.00				$301,464.00	$0.00	($301,464.00)	Warranty
54	MEP Package 7 (Central MS)	B33	$2,013,841.95	$119,131.14				$2,132,973.09	$486,000.00	($1,646,973.09)	Warranty
55	REROOFING Project 3 (Rosenberg)	B34	$1,395,809.70	$83,748.60			$5,909.88	$1,485,468.18	$1,406,700.00	($78,768.18)	WIP
56	MEP Package 9 (Rosenberg - change out a/c controls)	B35	$100,340.00					$100,340.00	$434,565.00	$334,225.00	Closed
57	MEP Package 8 (Annex change out D/X units)	B36	$272,128.00	$16,157.40				$288,285.40	$202,365.00	($85,920.40)	punch
58	Ball - Tie in 2 chill and 2 hot water loops	B37	$352,023.00	$22,374.96				$374,397.96	$433,350.00	$58,952.04	Warranty
59	Ball - replace domestic water heater	B37	$25,893.00					$25,893.00	$34,830.00	$8,937.00	Warranty
60	District Wide Change out Exhaust Fans	B38	$372,915.00	$22,674.96				$395,589.96	$274,725.00	($120,864.96)	WIP
61	PBK Invoices Not Distributed to Projects 2	B39									
62	Crenshaw retrofit sprinkler heads	B40	$19,630.73					$19,630.73	$10,000.00	($9,630.73)	Closed

Row	Desc	LOC	Bid Amount Approved	PBK 6%	Contingency	P&P Bond	Reimbursable (estimate)	GISD Budget	PBK (Budget Bond Amount)	Difference	Project Status
63	White boards and bulletin Boards (Elementary)	B41	$139,932.80					$139,932.80	$200,000.00	$60,067.20	Closed
64	REROOF PHASE 4 (Admin, Annex, Parker, Weis)	B46	$292,411.03	$17,544.66				$309,955.69	$242,000.00	($67,955.69)	Punch
65	Elementary School Furniture	M28	$113,266.80					$113,266.80		($113,266.80)	Closed
66	Box Truck Warehouse/Band	M29	$78,959.00					$78,959.00	$0.00	($78,959.00)	Closed
67	Softball and Baseball LED lighting Retrofit	B44	$315,000.00					$315,000.00	$0.00	($315,000.00)	Warranty
68	Central / Weis Door Hardware Retrofit	B45	$103,115.36					$103,115.36	$0.00	($103,115.36)	Closed
69	BOND-COST OF ISSUANCE/UW DISC	B97	$275,439.32					$275,439.32	$0.00	($275,439.32)	Closed
70	Bank Fee's	L1R						$90.00		($90.00)	
71	Unassigned	B99		$0.00				$0.00	$286,788.00	$286,788.00	
72	Parker Replace gym doors paint								$29,160.00	$29,160.00	Deleted
73											
74	Column Totals		$31,452,832.28	$1,310,776.12	$0.00	$23,000.00	$149,409.02	$32,936,107.42	$31,000,000.00	($1,936,107.42)	
75	Bond Premium on Bonds Sold								$275,439.32	$275,439.32	
76	Rebates and investment revenues								$1,127,194.42	$1,127,194.42	
77	Lovenberg Fund 836 Funded Project B09									$581,029.62	
78	Cumulative variance								$32,402,633.74	$47,555.94	

GALVESTON ISD
VENDORS WITH AGGREGATE PURCHASES ≥$50,000
AS OF NOVEMBER 30, 2021

VENDOR	AMOUNT
GLAZIER FOODS COMPANY	$486,960.76
MOODY EARLY CHILDHOOD CENTER	$442,984.62
CAVALLO ENERGY TEXAS LLC	$248,911.77
GALVESTON COLLEGE	$209,072.74
GALVESTON CENTRAL APPRAISAL DISTRICT	$186,673.68
TEAL CONSTRUCTION COMPANY	$172,890.01
TEEN HEALTH CENTER, INC	$161,715.46
SKYWARD, INC	$156,736.75
FAMILY SERVICE CENTER OF GALVESTON COUNTY	$125,721.93
EDGENUITY INC	$117,000.00
DELL MARKETING LP	$109,602.89
RAE SECURITY, INC.	$87,066.51
CHALLENGE OFFICE PROD INC	$85,187.34
PETROLEUM TRADERS CORPORATION	$83,115.43
CFI MECHANICAL, INC.	$81,524.19
CAREHERE LLC	$80,847.21
HEINEMANN PUBLISHING	$80,602.36
BORDEN DAIRY	$80,184.88
T-MOBILE USA, INC	$78,424.23
NWEA	$72,701.75
CITY OF GALVESTON	$68,166.01
KICKSTART KIDS	$65,000.00
HARDIES	$60,770.60
REGION 4 ESC BUSINESS OFFICE	$60,294.16
AMAZON CAPITAL SERVICES	$59,970.28
IMAGINE LEARNING INC	$56,250.00
WEXFORD INC	$55,000.00
LEARNING A-Z	$49,999.99
TOTAL	**$3,623,375.55**

Local Vendor Activity for Fiscal Year
2021-2022

Full Name	FYTD Amount	Zip
A B SIGN SHOP	3,592.92	77551
A. SMECCA INC	4,083.25	77550
ALERT ALARMS	3,210.00	77550
ALEXANDRIA KNIGHT	1,000.00	77554
AMERICAN NATIONAL INSURANCE COMPANY	5.50	77550
AMY NEBLETT	43.25	77554
BEACHTOWN LAWN SERVICE, LLC	37,950.00	77554
BOY SCOUTS OF AMERICA BAY AREA COUN	1,000.00	77551
BREEZEWAY CUSTOM SCREENPRINTIN	820.00	77551
CALLIE WALKER CREATIVE	3,040.00	77554
CHALMERS HARDWARE & EMBROIDERY	3,363.44	77550
CITY OF GALVESTON	83,579.00	77553
CLASSIC FORD GALVESTON	1,226.61	77553
CLAY CUP STUDIOS	455.00	77550
CONNIE MORGENROTH	64.00	77550
COUNTY OF GALVESTON	11,436.14	77553
DAVID H JR O'NEAL	243.92	77550
DEBBIE PRAKER	49.26	77550
FAMILY SERVICE CENTER OF GALVESTON	125,721.93	77550
FAS TRAC JOB TRAINING CENTER	8,781.00	77551
FASTSIGNS OF GALVESTON	1,055.62	77551
FLAMINGO GARDENS INC	13,000.00	77551
GALVESTON CHAMBER OF COMMERCE	4,140.00	77550-1501
GALVESTON COLLEGE	230,618.21	77550
GALVESTON COUNTY TAX-ASSESSOR	654.68	77550
GALVESTON INSURANCE ASSOCIATES	37,810.00	77552-6767
GALVESTON ISD ADMIN PRINT SHOP	1,548.63	77550
GALVESTON KIWANIS CLUB	115.00	77552
GALVESTON RENTALS, INC	654.50	77554
GALVESTON SCHOOL EMPLOYEES FEDERAL	207,509.50	77551
GALVESTON VETERINARY CLINIC	458.50	77551
GALVESTONS OWN FARMERS MARKET	19,799.20	77553
GEORGIA SHERROD	89.35	77550
GISD CHILD NUTRITION	1,553.04	77550
GISD EDUCATIONAL FOUNDATION	7,159.00	77550
GULFSIDE O/H DOOR	400.00	77551
HICKS CO, W U-HAUL	946.50	77554
IDEAL LUMBER CO	3,561.71	77552-0187
JACOB DAEHNKE	393.20	77550
JESSE GARZA	116.00	77550
JOE TRAMONE REALTY INC.	300.00	77550
JULIE SCHMID	23,360.00	77554
KLEEN SUPPLY CO	27,693.25	77553
LEON'S WORLD'S FINEST IN AND OUT B-	2,000.00	77551
LISTER PLUMBING CO	2,151.50	77553
MARTY'S CITY AUTO INC	365.26	77550
MARY JO NASCHKE	6,000.00	77550
MELISSA RUTH DESKINS	4,920.00	77551
MIA CARDENAS	1,000.00	77551
MIA DANIELLE ZAMARRON	500.00	77551
MOODY EARLY CHILDHOOD CENTER	519,476.16	77550
REPUBLIC PARTS CO	6,072.44	77550
ROTARY CLUB OF GALVESTON ISLAND	285.00	77552
ROUX HOUSE PRODUCTIONS	500.00	77550
SAMANTHA MALCHAR	1,220.00	77554
SARA BORCHGARDT	86.00	77550
SCOTTY'S OVERHEAD DOOR	2,410.00	77554
SHARON PRAKER	49.26	77550
SHERWIN-WILLIAMS CO, THE	2,404.26	77551
STEVES WAREHOUSE TIRES	84.95	77551
STEWART'S PACKAGING INC	431.95	77550
TEEN HEALTH CENTER, INC	161,715.46	77553
THE ARTIST BOAT, INC.	20,133.52	77554
THOMAS THAT HO TON	1,000.00	77551
TONY & BROS TOWING & REPAIR	300.00	77551
TOP GEAR	15,157.63	77551
TREASURE ISLAND TROPHIES	2,278.00	77551
UPWARD HOPE ACADEMY	16,666.64	77550
VIKKI CURRY	54.00	77550
VILLAGE HARDWARE	4,377.20	77551
WEST ISLE URGENT CARE	5,288.00	77551
YARITSA CASTANEDA	500.00	77550
TOTAL	1,650,028.34	

Action Sheet

MEETING DATE: **December 15, 2021**

AGENDA ITEM: Consider approval of the minutes from the Special Meeting on November 12, 2021 amd Regular School Board Meeting on November 17, 2021.

RECOMMENDATION: **I move that the Board of Trustees approve the minutes from the Special Meeting on November 12, 2021 amd Regular School Board Meeting on November 17, 2021.**

Jerry Gibson
Superintendent

Minutes of Regular Meeting

The Board of Trustees
Galveston Independent School District

A Regular Meeting of the Board of Trustees of Galveston Independent School District was held November 17, 2021, 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.

Board Members in attendance: Tony Brown, Johnny Smecca, Shae Jobe, David O'Neal, Ann Masel, Mindy Lakin and Elizabeth Beeton.

Staff in attendance: Jerry Gibson, Walter Fortune, Bully Rudolph, Annette Scott, Connie Morgenroth, Vikki Curry, Jeff Post, John Pruitt, Paul Byers, Alan Ellinger, Joe Pillar, Eric Muellar, Michael Le, Matthew Neighbors, Ian Rogers, Terrell Randle, Amy Bly

1) - *6:00* Call to order Open Session in the Board Room of the Lovenberg Administration Building, 3904 Avenue T, Galveston, Texas *by Tony Brown*.
2) - *6:00* Pledge of Allegiance to the United States flag and the Texas flag.
3) - *6:01* Administer Oath of Office to Single-Member District 1-A, 3-C and 4-D. *Oaths were administered by Judge Kerry Neves of the 10th Judicial District Court of Galveston County, Texas. Mr. Brown noted that Judge Neves and Ms. Beeton were in the same graduating class at the University of Texas School of law, and that Ms. Beeton's husband, Tim Beeton, and former GISD Board President Michael B. Hughes were also in that same law school class.*
4) - *6:06* 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

5) - *6:51* Reestablish the open meeting of the Galveston ISD Board of Trustees.

6) - *6:51* District Reports

A) Superintendent's Report - *6:51 Presentation to award Coach Michelle Norfolk for her 100th win with the Lady Tors volleyball team.*

B) *6:55 Mr. Brown announces that the agenda item for Citizens' requests to address the board was moved up from Item 10 on the Agenda, so that Citizens could comment on items coming up later on the Board's Agenda. The following persons offered comments:*

6:55 Dr. Patricia Beach - Concerned about putting students in a position where there is a wide range of ages together.

6:57 Ms. Laurie Farroni- mother of two students in GISD. She hopes the board will realign resources across the population.

6:58 Dr. Premal Patel - Mother of two students in GISD. She came to speak in support of middle school realignment.

7:01 Ms. Georgia Scott - Spoke about middle school realignment

7:03 Ms. Cara Pennel - Apple in favor of giving all students an equal opportunity

7:05 Ms. Kathy Courville - spoke in favor of grouping kids together by age in middle school.

7:08 Mr. Paul Morgan Courville, Jr. - would like GT program at Central Middle School

C) Continuation of Superintent's report at 7:10. Central Middle school Dancing Dolls Have their program December 3rd. Thanksgiving holiday break is next week.

D) - *8:49* MECC Quarterly report was deferred and follows below. *given by Director, Karin Miller. 8:56 comments/ questions from the board.*

E) Board Committee Reports

1) - *7:13* Curriculum Committee report given by Chair, Ms. Ann Masel.

F) - *7:16* Board President Update on Trustee Training Requirements. *Mr. Brown reported the Continuing Education hours attended and reported by each Trustee during the preceding year.*

7) - *7:18* Financial Reports and Budget Update *given by Connie Morgenroth. - 7:22 Questions by Masel. 7:23 Morgenroth reported on the budget amendment. Ms. Morgenroth and Mr. Smecca also reviewed items on the Consent Agenda involving expenditures of funds by the District.*

8) CONSENT AGENDA - Action Items - *7:28 Smecca moves to approve the consent agenda. Second by Masel. Dr. Gibson commented about the two out of state trips. Mr. Brown was pleased by the Interlocal Agreement negotiated by staff with the City, concerning sharing fuel during emergencies.Approved unanimously.*

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

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

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

D) Consider approval of Budget Amendments

E) Discuss and consider accepting donations in accordance with Board Policy CDC Local.

F) Discuss and consider renewal of RFP #2018-14, Annual Contract for Maintenance & Operations Supplies, Materials, and Equipment for year four, the final year of contract renewal options, in the Categories listed

G) Discuss and consider approval of RFP 2018-15, Annual Contract for HVAC Supplies & Services renewal for year four, the final year of contract renewal options.

H) Discuss and Consider Approval of Interlocal Agreement with City of Galveston for Obtaining Fuel during Emergency Events

I) Discuss and Consider for the 2021 2022 school year, delegating contractual authority to obligate the school district under Texas Education Code (TEC) 11.1511to 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. This includes approval of the Agreement for the Purchase of Attendance Credit or the Agreement for the Purchase of Attendance Credit (Netting Chapter 48 Funding).

J) Discuss and consider approval for the District Goals and Performance Objectives for 2021-2022

K) Discuss and consider approval for the campus goals and performance objectives as presented in the campus plans.

L) Discuss and Consider approval of the contract to Avondale House for Day School Placement of a Student in GISD.

M) Consider approval for an out of state trip to Orlando, Florida through Performing Arts Consultants for Ball High Tornettes at Ball High School March 12-16, 2022.

N) Discuss and Consider approval for an out of state trip to Tampa, Florida for the Ball High Varsity Basketball team December 10-13, 2021.

O) Discuss and consider the purchase of In Class Today to improve student attendance in Galveston ISD in an amount not to exceed $67,280 annually for three years.

9) REGULAR AGENDA- Action Items - *7:30*

A) Discuss and consider reorganization of Officers of the GISD Board of Trustees. - *7:30 Ms. Masel made the motion to retain the existing slate of officers by acclamation. Second by Mr. O'Neal, who offered comments thanking the current officers for their service. Approved unanimously.*

B) Discuss and consider casting votes for the Galveston Central Appraisal District Board of Directors - *7:33 Mr. Brown announced he would abstain from discussion and voting on this Agenda item, because his firm does legal work for the Appraisal District. Ms. Masel moved that the District cast 554 votes for Tom Farmer. Seconded by Mr. Jobe. Approved 6-0 with Mr. Brown abstaining.*

C) Discuss and consider Administration's recommendation for Galveston ISD middle school configuration after reviewing the work of the Middle School Task Force - *7:33 Ms. Motion made by Masel. Seconded by Mr. O'Neal. Matthew Neighbors, GISD Director of Secondary Education reported to the board about the recommendation made by the middle school task force and what was the final recommendation by staff, for middle school realignment commencing with the 2022-2023 school year. The recommendation was to have all GISD 5th grade students addend the Weis campus, all GISD 6th grade students attend Austin Middle School, and all GISD 7th and 8th at Central Middle School. - 7:41 Questions/ discussion from the board. 8:47 Motion carried 5 – 2 (Trustees Brown, Smecca, O'Neal, Lakin and Masel voted in favor of the Motion. Trustees Jobe and Beeton voted against the Motion.)*

10) 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. *Mr. Brown offered an opportunity for any Citizens who had not offered public comments earlier in the meeting to do so at this time. No one else came forward to offer comments.*

11) Suggested Future Agenda Items - *8:59*

Mr. Jobe – requested that data on studentlearning for students attending the dual language immersion program be disaggregated and reported separately.

Mr. O'Neal requested information on attendance attending the District's DAEP program

12) Board Comments

9:02 Smecca spoke about having a STEM type program or having parents create a group. He feels that the change will eliminate the stress of kids getting into STEM.

9:07 Brown went to the VEX robotics tournament at Moody Gardens. Each of our Schools had a team. Teams came from all over the country. Mr. Brown thanked Ms. Mary Jo Nashke and District staff for making this event happen.

9:08 Jobe mentioned the strong local support for Scouting programs, which are now open to boys and girls. He encouraged all families to consider having their child join scouting.

13) Adjournment - *9:09*

Minutes taken by: Amedia Bly

Approved on October 20, 2021

_____ _____

Mr. Tony Brown, President Shae Jobe, Secretary

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 November 12, 2021, beginning at 4:30 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.

Board members in attendance:Anthony Brown and David O'Neal

1) Call to order Open Session in the Board Room of the Lovenberg Administration Building, 3904 Avenue T, Galveston, Texas. *–4:44*
2) Discuss and consider canvass of the November 2, 2021 School Trustee Election results for single-member District 1A. *Mr. Brown and Mr. O'Neal had a discussion about the process. Mr. O'Neal read the total number of votes presented to the district from the County. Mr. Brown and Mr. O'Neal approved the numbers stating that Elizabeth Beeton is the winner.*
3) Adjournment *–4:48*

Minutes taken by: Amedia Bly

Approved on _____

_____ _____

Mr. Tony Brown, President Shae Jobe, Secretary

CANVASS OF GENERAL ELECTION

I, Anthony Brown, President of the Galveston ISD Board of Trustees, met with Trustee, David O'Neal on November 12, 2021 at 4:44 PM to canvass the general election of November 2, 2021 - Galveston, Texas

I certify that the figures on the tally sheets correspond with figures on the returns.

Witness my hand this 12th day of November, 2021.

Anthony Brown, President
President, GISD Board of Trustees

State of Texas Proposition 7

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		348	89.46%	5,412	88.79%	7,885	90.49%	13,645	89.78%
Against		41	10.54%	683	11.21%	829	9.51%	1,553	10.22%
	Cast Votes:	389	100.00%	6,095	100.00%	8,714	100.00%	15,198	100.00%
	Undervotes:	14		139		131		284	
	Overvotes:	0		0		0		0	
	Rejected write-in votes:	0		0		0		0	
	Unresolved write-in votes:	0		0		0		0	

State of Texas Proposition 8

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
For		349	89.26%	5,420	89.13%	7,904	90.75%	13,673	90.06%
Against		42	10.74%	661	10.87%	806	9.25%	1,509	9.94%
	Cast Votes:	391	100.00%	6,081	100.00%	8,710	100.00%	15,182	100.00%
	Undervotes:	12		153		135		300	
	Overvotes:	0		0		0		0	
	Rejected write-in votes:	0		0		0		0	
	Unresolved write-in votes:	0		0		0		0	

Galveston ISD Single Member District Trustee 1A

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Terri Burchfield		6	25.00%	73	34.27%	107	45.92%	186	39.57%
Elizabeth Beeton		16	66.67%	124	58.22%	95	40.77%	235	50.00%
Kelly Hejtmancik		2	8.33%	16	7.51%	31	13.30%	49	10.43%
	Cast Votes:	24	100.00%	213	100.00%	233	100.00%	470	100.00%
	Undervotes:	0		6		23		29	
	Overvotes:	0		0		0		0	
	Rejected write-in votes:	0		0		0		0	
	Unresolved write-in votes:	0		0		0		0	

Action Sheet

MEETING DATE: **December 15, 2021**

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

Under Separate Cover

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

Jerry Gibson
Superintendent

Action Sheet

MEETING DATE: **December 16, 2021**

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

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

Thompson and Horton:	$2,031.25	Invoice #46433 (November 22)

Jerry Gibson
Superintendent

Action Sheet

MEETING DATE: **December 15, 2021**

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

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

Jerry Gibson, Ed. D.
Digitally signed by Jerry Gibson, Ed. D.
Date: 2021.12.02 15:23:30 -06'00'

Dr. Jerry Gibson
Superintendent

Connie Morgenroth
Digitally signed by Connie Morgenroth
DN: cn=Connie Morgenroth, o=Galveston Independent School District, ou=Business and Operations, email=conniemorgenroth@gisd.org, c=US
Date: 2021.11.30 16:30:20 -06'00'

Connie Morgenroth
Asst. Superintendent of Business and Operations

GALVESTON Independent School District
2021-2022 Proposed Budget Amendment
December 2021

		General Fund			Food Service Fund			Debt Service Fund		
		Beginning Budget	Amendments	Ending Budget	Beginning Budget	Amendments	Ending Budget	Beginning Budget	Amendments	Ending Budget
Revenues										
	Local & Intermediate Sources	$ 91,340,228	$ -	$ 91,340,228	$ 390,000	$ -	$ 390,000	$ 8,336,022	$ -	$ 8,336,022
	State Program Revenues	$ 4,565,298		$ 4,565,298	$ 18,000	$ -	$ 18,000	$ 59,978	$ -	$ 59,978
	Federal Program Revenues	$ 2,974,968		$ 2,974,968	$ 5,050,000	$ -	$ 5,050,000	$ -	$ -	$ -
	Other Resources/ Operating									
	Transfer In (ESSER II Grant)	$ 3,841,653		$ 3,841,653	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL		**$ 102,722,147**	**$ -**	**$ 102,722,147**	**$ 5,458,000**	**$ -**	**$ 5,458,000**	**$ 8,396,000**	**$ -**	**$ 8,396,000**
Function										
11	Instruction	$ 39,583,121	$ -	$ 39,583,121						
12	Instructional Resources	$ 350,063	$ -	$ 350,063						
13	Curriculum & Inst Staff Dev	$ 856,415	$ -	$ 856,415						
21	Instructional Leadership	$ 2,111,110		$ 2,111,110						
23	School Leadership	$ 4,271,440		$ 4,271,440						
31	Guidance/Counseling	$ 2,161,293		$ 2,161,293						
32	Social Work Services	$ 289,679		$ 289,679						
33	Health Services	$ 867,547		$ 867,547						
34	Student Transportation	$ 3,335,445		$ 3,335,445						
35	Food Services	$ -		$ -	$ 5,555,240	$ -	$ 5,555,240			
36	Extracurricular Activities	$ 1,859,261		$ 1,859,261						
41	General Administration	$ 2,988,482	$ -	$ 2,988,482						
51	Maintenance and Operations	$ 9,649,670	$ -	$ 9,649,670	$ 558,985	$ -	$ 558,985			
52	Security and Monitoring	$ 1,206,256	$ -	$ 1,206,256						
53	Data Processing Services	$ 2,183,312		$ 2,183,312						
61	Community Services	$ 1,074,943		$ 1,074,943						
71	Debt Service	$ -		$ -				$ 7,690,000	$ -	$ 7,690,000
81	Construction	$ 955,997		$ 955,997						
91	Recapture Payment	$ 30,047,660		$ 30,047,660						
93	Shared Services	$ 27,500		$ 27,500						
99	Intergovernmental Charges	$ 700,000	$ 56,900.00	$ 756,900						
TOTAL		**$ 104,519,195**	**$ 56,900.00**	**$ 104,576,095**	**$ 6,114,225**	**$ -**	**$ 6,114,225**	**$ 7,690,000**	**$ -**	**$ 7,690,000**

Function	
11	
TOTAL	**-**

Function	
12	
TOTAL	**-**

Function	
13	
TOTAL	**-**

Function	
41	
TOTAL $	**-**

Function		
51		
TOTAL	**$**	**-**

Function		
52		
TOTAL	**$**	**-**

Function			
99	$	56,900	Increase in GCAD Appraisal Cost from PY
TOTAL	**$**	**56,900**	

Action Sheet

MEETING DATE: **December 15, 2021**

AGENDA ITEM: Discuss and consider approval of donations in accordance with Board Policy CDC Local

RECOMMENDATION: I move that the Board accept the donations, as presented.

Jerry Gibson, Ed. D.

Digitally signed by Jerry Gibson, Ed. D.
Date: 2021.12.02 16:31:34 -06'00'

Dr. Jerry Gibson
Superintendent

Connie Morgenroth

Digitally signed by Connie Morgenroth
DN: cn=Connie Morgenroth, o=Galveston Independent School District, ou=Business and Operations, email=conniemorgenroth@gisd.org, c=US
Date: 2021.11.30 16:32:08 -06'00'

Connie Morgenroth
Asst. Superintendent of Business and Operations

Galveston Independent School District
Donations/Gifts for November 2021

In accordance with Board Policy CDC (Local), the Board of Trustees of Galveston Independent School District acknowledges and appreciates the following donations:

Date	Recipient	Giver		Gift
11/2021	Ball High School Bio Med	Ameritrade Clearing		$1,500.00
			Total	$1,500.00

11/2021	FACE	Mrs. D. Muren	Snacks for teachers
11/2021	FACE	Mrs. Dolores. Hix	Snacks for teachers
11/2021	FACE	Christina & Jim Davis	10 Blankets
11/2021	FACE	Margarita Sims	2 Jackets
11/2021	FACE	Dr. Anne Gherdis	Uniforms and underwear
11/2021	FACE	Carol Hodges	Snacks for teachers
11/2021	FACE	Terry Cole	Snacks for teachers
11/2021	FACE	Anonymous	Household Appliances for a family

Action Sheet

MEETING DATE: **December 15, 2021**

AGENDA ITEM: **Discuss and Consider Approval of Playground Equipment Purchase from Miracle Recreation Equipment Co. for Oppe Elementary Not to Exceed $90,000**

Oppe Elementary School PTO has identified the purchase of new playground equipment for the 2nd - 4th grade students as their major project for the 2021-2022 school year. Through their fund-raising efforts they have been able to secure $75,000 towards the purchase. The total cost of the playground equipment, as quoted by Miracle Recreation Equipment Company using Buyboard Contract #592-19, is $89,021.25. Additional funding from Oppe's discretionary budget ($5,000) and the Facilities Budget ($9,022) will support their efforts. The quoted price includes a $20,000 savings if the purchase order is completed prior to Dec 31, 2021. The new playground will provide additional quality playtime geared to older kids and will be an addition to the current playable surfaces on the Westside of the campus. The quote is attached for your review.

RECOMMENDATION: **I move that the Board of Trustees approve the purchase of playground equipment from Miracle Recreation in an amount not to exceed $90,000, as presented.**

Jerry Gibson, Ed. D. Digitally signed by Jerry Gibson, Ed. D. Date: 2021.12.02 16:52:19 -06'00'

Dr. Jerry Gibson
Superintendent

Connie Morgenroth Digitally signed by Connie Morgenroth DN: cn=Connie Morgenroth, o=Galveston Independent School District, ou=Business and Operations, email=conniemorgenroth@gisd.org, c=US Date: 2021.11.18 10:46:58 -06'00'

Connie Morgenroth
Assistant Superintendent of Business & Operations

Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: R0088212179

Project: R0088_44482555056_01

Prepared For:

Cay Surman

Galveston ISD
PO Box 660
Galveston, TX 77553
(409) 766-5158 (phone)
(409) 765-6248 (fax)
caysurman@gisd.org

Project Name & Location:

Attn: Oppe ES Alice Prets

Prepared by:

May Recreation Equipment & Design LP

3 Sunspree Place
The Woodlands, TX 77382
(281) 288-1412 (phone)
(281) 288-0043 (fax)
jeff@mayrecreation.com

Ship To Address:

Matt Wanner
Galveston ISD Oppe Elementary
2915 81st Street
Galveston, TX 77554
7137259332 (phone)
matt@mayrecreation.com

End User:

Quote Number: R0088212179
Quote Date: 11/4/2021
Valid For: 30 Days From Quote Date

PlayArea_1

Product line: KidsChoice
Age group: 5-12

Components

Part Number	Description	Qty	Weight	Unit Price	Total
44012R	6' MIRACLE TIMBER 12" HIGH W/2 30" STAKES-RB	24	35.00	89.00	2,136.00
4406R	ACCESS RAMP W/2 MIRACLE TIMBERS-RECYCLED	1	260.00	1,036.00	1,036.00

714S636J

Product line: KidsChoice
Age group: 5-12

Global defaults

Accent	YELLOW
Accent Climber	YELLOW
Accent Enclosure	YELLOW

Accent Handhold	RED
Cham -Canopy	YELLOW
Cham -Exit	RED
Cham -Left Low Bank	YELLOW
Cham -Right Low Bank	BLUE
Cham -Start of Slide	RED
Clamp	BLUE
Panel	BLUE-YELLOW-BLUE
Post	BLUE
Post - FS	BLUE
PVC	RED
Rockite	BLUE
Rockite Orb 01	RED
Rockite Orb 02	BLUE
Rockite Orb 03	YELLOW
Rockite Orb 04	RED
Rockite Orb 05	BLUE
Roof Mesh	RED
Roof Mesh 01	RED
Roof Mesh 02	YELLOW
Roof Mesh 03	RED
Roof Mesh 04	YELLOW
Roof Mesh 05	RED
Roof Mesh 06	YELLOW
Sensory Panel	RED CLEAR
Slide Rockite	RED
Spiral Barrel	YELLOW
Touch Up Paint	
Tube Flange 01	YELLOW
Tube Flange 02	YELLOW
Tube Flange 03	YELLOW
Tube Flange 04	YELLOW
Tube Rockite	RED
Tube Rockite Entry	YELLOW
Tube Rockite Exit	YELLOW

Components

Part Number	Description	Qty	Weight	Unit Price	Total
4541	(714S636J) CROSSWAY CLIMBER LARGE	1			
7145029	(714S636J) SQUARE DECK (ATTACHES TO 4 POSTS)	1			
714518C612	(714S636J) HEXAGON MEGA TWR 2-LEVEL (6' & 12' DECK)	1			
7145494	(714S636J) 5" OD X 124" POST (4' DECK)	4			
7146701U	(714S636J) CHAM II ENTRY & EXIT VORTEX (5' - 6'6" DECK) Cham -Exit: BLUE	1			
7146705	(714S636J) CHAMELEON II RIGHT SECTION	1			
7146706	(714S636J) CHAMELEON II LEFT SECTION	1			
7146706	(714S636J) CHAMELEON II LEFT SECTION Cham -Left Low Bank: RED	1			
7146916	(714S636J) DOME CLIMBER W/ORBS (6'6" DECK)	1			
71471313B	(714S636J)	1			

71471516B	SENSORY PANEL TEXTURED SQUARE OVAL BD (714S636J)	1			
71474212	ELECTRONIC PIANO PANEL (BELOW DECK) (714S636J)	1			
71474949U	30" ID TUBE SLIDE RH (12' DECK) (714S636J)	1			
714782	6'2" TYP SLIDE 405 DEG DOMED WAVE (4' DECK) Slide Rockite: BLUE (714S636J)	1			
714808	CRUNCH STATION (714S636J)	1			
7148135	CLIMBING POLE (3', 5' OR 6'6" DECK) (714S636J)	1			
714816W	DECK ENCL FOR OVERHEAD CLIMBERS (ONLY) (714S636J)	1			
71483012	FULL WAVE BARRIER, TUBE (714S636J)	2			
7148302	FULL WALL ENCLOSURE (714S636J)	1			
7148303	UPPER ENCLOSURE FOR TUBE SLIDE (714S636J)	1			
7148306	UPPER ENCLOSURE W/LOOKOUT PANEL (714S636J)	2			
714851459	LEAN OUT ENCLOSURE (714S636J)	1			
7148626	SQUARE TRANSFER POINT W/OPEN HR (4' DECK) (714S636J)	1			
7148626C	ROOF FOR HEXAGON DECK, PERF STEEL (714S636J)	1			
71495949	CUPOLA TOP W/PERF STEEL FOR 7148626 HEX ROOF (714S636J)	1			
7149746	ADA STAIRS BETWEEN DECKS W/2' RISE 4' SPAN (714S636J)	1			
714999Z	WIGGLY WORM CLIMBER (5' OR 6'6" DECK) CUSTOMER SERVICE KIT (NO PRICE)	1	7.00	0.00	0.00
714S636J	SALE - KIDS CHOICE MEGA TOWER DECK SYSTEM	1	7,400.00	54,499.00	54,499.00
925920Z	TOUCH UP PAINT KIT - FREESTANDING (NO PRICE)	1	2.00	0.00	0.00

RiskSign_Included

Product line: Freestanding
Age group:

Global defaults

Post - FS

Components

Part Number	Description	Qty	Weight	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1	0.00	0.00	0.00

Additional Items

Part Number	Description	Qty	Weight	Unit Price	Total
925961	THUMB DRIVE 2GB - MREC	1	0.00	0.00	0.00
926021	MREC CARD F/THUMB DRIVE	1	0.00	0.00	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00

Parts By Other

Part Number	Description	Qty	Weight	Unit Price	Total
115288	Playsafer Rubber Mulch 16 Tons	1	0.00	10,320.00	10,320.00
228565	Fibar System 112 1480sf 74 cy 4 wear mats	1	0.00	1,225.00	1,225.00

Totals:

Equipment Weight:	8,509.00 lbs
Equipment List:	$57,671.00
Discount Amount:	-$793.00
Equipment Price:	$56,878.00
Freight:	$393.25
Installation:	$20,205.00
Products by Other:	$11,545.00
SubTotal:	$89,021.25
Grand Total:	**$89,021.25**

Notes:

Buy Board Proposal #592-19

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: R0088212179 **Quote Date:** 11/4/2021 **Equipment:** $57,671.00 **Grand Total:** $89,021.25

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By **Printed Name and Title** **Date**

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT

By:

Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Theme



Theme

Mega Tower Structure

Model: 714-S636

Contact Us for Price

Age Range: 5 - 12 years

Space Required: 41'-0" x 46'-0"

Weight: 7400 lb

Capacity: 70-80

Complies With: ASTM, CPSC

Files for Download:

- Drawing File
- TopView



Full color assortment available



We use cookies to improve your browsing experience! By continuing to use this website, you agree to the terms outlined in our Privacy Policy, and to the receipt of targeted communications through our marketing platforms. We do not sell your personal information, and only obtain personal information with your consent. For more details, please refer to our Privacy Policy.

Prices are approximate. For playground component prices, please contact your local representative. Prices do not include surfacing, installation, shipping, or appropriate sales tax. Prices shown in US Dollar and may change without notice.

We Also Recommend



Weaver Park



Weyer Park



Pease Place

Contact

Miracle Recreation
878 E Highway 60
Monett, MO 65708
Phone: **888-458-2752**
International: **+1-417-235-6917**

Privacy Policy **Terms of Use**
Code of Conduct **Sitemap**
© 2021 PlayPower, Inc. All rights reserved.

We use cookies to improve your browsing experience! By continuing to use this website, you agree to the terms outlined in our Privacy Policy, and to the receipt of targeted communications through our marketing platforms. We do not sell your personal information, and only obtain personal information with your consent. For more details, please refer to our Privacy Policy.

Action Sheet

MEETING DATE: **December 15, 2021**

AGENDA ITEM: **Discuss and Consider Scoreboard Advertising Agreement with UTMB**

On October 11, 2021, the scoreboard at TOR softball field reached the end of its usable life; half of the scoreboard was found hanging off its support poles. The existing scoreboard was installed in 2009. Upon investigation, it was found the support brackets had rusted to a point of failure. The District engaged Spectrum (GISD's Scoreboard provider) to identify the best course of action and found that the current scoreboard repair would be comparable to the cost of replacing it with a new one.

To minimize the cost to the District and maximize the opportunities to our community partners, we requested approval to engage our communications department to solicit possible sponsors (3) to fund this purchase. The communications department advertised this opportunity on the District's website. UTMB reached out to the District and requested the entire sponsorship at a cost of $50,000 for ten years. The Advertising Agreement is attached for your review.

RECOMMENDATION: **I move that the Board of Trustees approve the Tor Softball Field Scoreboard Advertising Agreement with UTMB for a payment of $50,000 for a ten-year term, as presented.**

Jerry Gibson, Ed. D.

Digitally signed by Jerry Gibson, Ed. D.
Date: 2021.12.10 15:38:52 -06'00'

Dr. Jerry Gibson
Superintendent

Connie Morgenroth

Digitally signed by Connie Morgenroth
DN: cn=Connie Morgenroth, o=Galveston Independent School District, ou=Business and Operations, email=conniemorgenroth@gisd.org, c=US
Date: 2021.12.10 13:24:50 -06'00'

Connie Morgenroth
Assistant Superintendent of Business and Operations

GALVESTON INDEPENDENT SCHOOL DISTRICT

TOR SOFTBALL FIELD

SCOREBOARD SPONSOR ADVERTISING AGREEMENT

This Advertising Agreement ("Agreement") is made and entered into as of December 16, 2021 ("Effective Date"), by and between Galveston Independent School District ("GISD"), at 3904 Avenue T, Galveston, Texas 77550, and UTMB ("Sponsor"), at 301 University Blvd., Galveston, TX 77555.

WHEREAS, GISD has the exclusive right to market, sell, and control all advertising displayed at GISD's TOR Softball Field ("Softball Field") located at 3103 83RD Street, Galveston, TX 77554; and

WHEREAS, GISD has the exclusive right to grant licenses to parties to use scoreboards, marquees and venues or display materials at or on GISD property, including the Softball Field, and to grant licenses to parties, to permit use of GISD intellectual property and promotional materials; and

WHEREAS, Sponsor desires to purchase from the GISD the right to display certain advertising on the scoreboard at the Softball Field for the purpose of promoting the Sponsor's products or services;

NOW THEREFORE, in consideration of the foregoing, incorporated herein by reference as provisions of this Agreement, the mutual promises set out below, and other good and valuable consideration, the parties agree as follows:

1. **Grant of Advertising and Promotional Rights**. Subject to the terms and conditions of this Agreement, GISD hereby grants and sells to Sponsor, and Sponsor hereby purchases and accepts from GISD, the advertising and promotional rights described on Exhibit A attached hereto (collectively, the "Rights").

2. **Term of Agreement**. The term of this Agreement ("Term") is ten (10) years after the final softball season ending July 31, 2022. If the Sponsor desires to renew this Agreement for an additional term, Sponsor shall provide written notice to GISD of such desire no later than thirty (30) days before the expiration of the then existing Term. In the event that this Agreement is renewed, all terms and conditions of this Agreement shall continue in full force and effect except for the Rights Fees and the term of the Agreement and except as otherwise agreed upon by the parties.

3. **Rights Fees**. In consideration of the Rights granted to Sponsors under paragraph 1 of this Agreement, Sponsor shall pay to GISD the sums provided below (the "Rights Fee").

Sponsor	Amount
UTMB	$50,000

Payment is due within ten (10) business days of the effective date.

4. **Non-Exclusivity**. Nothing in this Agreement may be construed to imply that Sponsor has the exclusive right to provide GISD goods and services, advertise with, or Sponsor GISD or any GISD

event. During the term of this Agreement, GISD reserves the right to use all available resources to procure other goods, services, and/or advertisers/Sponsors as deemed in the best interest of GISD in GISD's sole discretion and doing so will not violate any rights of the Sponsors.

5. **Termination:**

(a) Termination for Convenience. GISD reserves the right to terminate this Agreement for any reason and without cause at any time during the Term and without penalty by providing thirty (30) days written notice to the Sponsors. In the event that GISD determines, in its sole discretion, that the 30-day notice required by this Paragraph 4(a) would pose a hardship or that immediate termination of this Agreement would be in the best interest of GISD, GISD may provide notice of immediate termination and this Agreement shall terminate upon notice. In the event that GISD desires to terminate the Agreement for convenience as set forth in this Paragraph 5(a), GISD agrees to return a prorated portion of the Rights Fees that have been paid.

(b) Termination for Cause. Either party may terminate this Agreement for cause at any time that the other party breaches any of its obligations under this Agreement. Notwithstanding the foregoing, a breach shall not be deemed to have occurred if either party is delayed or interrupted in fulfillment of its obligations as a result of a Force Majeure as defined in Paragraph 8(a). In the event of breach, the non-breaching party shall have the option to immediately cease all performance under this Agreement. If such breach results from the failure by Sponsors to pay the Rights Fees or any other monetary obligations of SPONSOR hereunder by the dates when due under this Agreement, GISD may exercise its right to terminate this Agreement, retain all Rights Fees or other payments previously made by Sponsors, and pursue any and all remedies available in equity or at law. In the case of a breach of this Agreement for any reason other than non-payment, the non-breaching party shall provide the breaching party with written notice of the alleged breach and the breaching party shall have five (5) business days in which to commence curing the breach and thirty (30) days within which to cure the breach to the reasonable satisfaction of the non-breaching party. If the breaching party fails to cure to the reasonable satisfaction of the non-breaching party within thirty (30) days after the date such written notice is given, the non-breaching party may, in addition to any other remedies which may be available to it under the circumstances, terminate this Agreement effective immediately by providing written notice of such termination to the breaching party.

6. **Provisions Regarding Advertising Copy**. Provisions regarding advertising, sideline signs, static digital impressions, PA announcements, etc. (hereinafter referred to as "Advertising Copy"), approval of Advertising Copy, and standards of approval are set forth in GISD Board Policy and applicable Regulations which are incorporated herein as if set forth in full.

7. **Retained Rights to Intellectual Property**. Sponsors' logos, trademarks, service marks, composite marks, design work, and other creative content prepared by or for Sponsor that are displayed on or in the Advertising Copy, and all trademark rights or copyrights in such Advertising Copy (collectively, "Sponsor Intellectual Property"), shall be and remain the sole and exclusive property of Sponsor. Throughout the Term of this Agreement, Sponsor grants GISD a non-exclusive limited license to publish, distribute and display Sponsor's Intellectual Property on and/or in the Advertising Copy or on any other items or materials consistent with the terms and purposes of this Agreement. The GISD's name, logo, service marks, composite marks, creative

content, trademark rights, copyrighted material and related materials and work, including without limitation any such property that is displayed on or in Advertising Copy with the written consent of GISD (collectively, "GISD Intellectual Property") shall be and remain the sole and exclusive property of GISD. Any and all advertising or promotional materials displayed or distributed by Sponsor pursuant to this Agreement in conjunction with any GISD Intellectual Property shall be subject to the prior written approval of GISD, and, if approved, shall be subject to the grant of non-exclusive limited license that automatically expires upon the expiration or termination of this Agreement. Neither party shall have the right to use in any way or reproduce for any purpose the corporate or trade names, trademarks, service marks, logos, or other proprietary symbols of the other party without that party's prior written consent.

8. **Force Majeure.**

(a) Definition of "Force Majeure". For purposes of this Agreement, "Force Majeure" shall mean and include any event beyond GISD's reasonable control (including, but not limited to fire; flood; explosions; weather events; damage by third parties, whether negligently or intentionally caused; work stoppages; picketing; lockouts and/or any other concerted action by any employees; acts of God or other casualties; pandemics, the laws or actions of any governmental authority; or any other event or cause that is beyond the reasonable control of GISD), as a result of which, at any time and from time to time during the Term, (1) the display of the Advertising Copy is suspended or prevented; or (2) any event, including a GISD athletic event, is not held, is interrupted, or is suspended, at the Softball Field.

(b) Options in Event of Force Majeure. If a Force Majeure occurs during any Contract Year during the Term, GISD shall have the option, upon written notice to Sponsor, (i) to extend the Term of this Agreement beyond its expiration to make up for lost exposure by the Sponsor; (ii) to terminate this Agreement, pay the Termination Fee Adjustment, and reimburse to the Sponsor a reasonable pro-rata amount of the Rights Fees for the current Contract Year that had been paid by the SPONSOR, such an amount to be determined by GISD, in its reasonable discretion, to compensate SPONSOR for the value of the advertising and promotional rights lost prior to termination of the Agreement; or (iii) to provide to SPONSOR advertising and/or promotional rights of substantially equivalent value, as reasonably determined by GISD.

9. **Indemnification**. Sponsor agrees to and hereby defend, indemnify, and hold GISD and its present and future board members/trustees, officers, administrators, employees, stakeholders, other representatives, successors and assigns and their respective subsidiaries, affiliates, partners, officers, directors, employees, stakeholders, shareholders, agents, other representatives, successors and assigns (collectively the "GISD Indemnitees") harmless from and against any and all losses, liabilities, damages, claims, demands, suits, and judgments (collectively, "Claims"), including, without limitation, attorneys' fees and the costs of any legal action, arising out of (i) the use of any trademark, service mark, logo, design, and other intellectual property right materials provided by Sponsors; (ii) the character, content, and subject matter of any Advertising Copy displayed by Sponsors; (iii) any act or omission of the Sponsor related to or in connection with the rights, privileges, or obligations under this Agreement; and (iv) any breach of this Agreement by Sponsor and all costs incurred by the GISD or any Representatives (including but not limited to attorney's fees) as a result of any breach of

this Agreement, the enforcement of this Agreement against Sponsor, or the collection from Sponsor of any amounts due hereunder. The indemnification obligation of Sponsor under this Agreement shall survive expiration or earlier termination of this Agreement.

10. **Assignment**. Sponsor shall not have the right or power to assign any of its rights or obligations under this Agreement to any other party without the prior written consent of GISD in its sole discretion. GISD shall not assign any of its rights or obligations under this Agreement to any other party without the prior written consent of Sponsor. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their permitted successors and assigns.

11. **Immunity**. The execution of this Agreement and/or the performance by GISD of its obligations hereunder does not, and is not intended to waive or relinquish, and GISD shall not waive or relinquish, any governmental, sovereign immunity or defense from liability or prosecution available to GISD, its trustees, officers, employees, or agents under federal or Texas laws.

12. **Governing Law**. The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of Texas, without regard to its choice or law or conflict of law provisions. Exclusive venue for any proceeding that may be instituted in connection with this Agreement and the parties' rights and liabilities hereunder shall be in a court of competent jurisdiction located in Galveston County, Texas.

13. **Notices**. All notices or other communications which are required or contemplated by this Agreement ("Notices") shall be in writing. All other may be sent by any delivery method which provides a tracking number and delivery receipt. Notices shall be addressed as provided below (unless a party changes its addresses or addresses through a written notice to the other party that complies with this Paragraph 11):

If to GISD: Galveston Independent School District
P.O. Box 660
Galveston, TX 77553
Attention: Superintendent
Telephone: (409) 766-5100
Electronic mail: notifyfinance@gisd.org

If to SPONSOR: _____

_____

_____

Attention: _____

Telephone: _____

Electronic mail: _____

14. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall be deemed to be one and the same instrument.

15. **Relationship of Parties**. This Agreement does not create, and shall not be construed by the parties or any third person as creating, any agency, partnership, joint venture, or employment relationship between the parties. The relationship of the parties under this Agreement shall be solely that of independent contractors. Each party shall be solely responsible for the conduct of its respective agents and employees in connection with that party's performance of this Agreement.

16. **Merger Clause**. This Agreement (including the attached exhibits) is the final, complete, and exclusive statement and expression of the agreement among the parties hereto with relation to the subject matter of this Agreement, supersedes all prior communications with respect to the subject matter contained herein, it being understood that there are no oral representations, understandings, or agreements covering the same subject matter as this Agreement.

17. **Incorporation of Exhibits**. Any and all Exhibits referenced in this Agreement shall be attached to the Agreement, made a part of the Agreement, and incorporated into the Agreement by reference for all purposes including without limitation the following Exhibit:

    Exhibit A Advertising and Promotional Rights

18. **Severability**. In case any provision of this Agreement shall be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement. The validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by an authorized representative as of the Effective Date.

SPONSOR:

UTMB

By: _____

Printed Name:_____

Printed Title:_____

Date:_____

GISD:

Galveston Independent School District

By:_____

Printed Name: Dr. Jerry Gibson

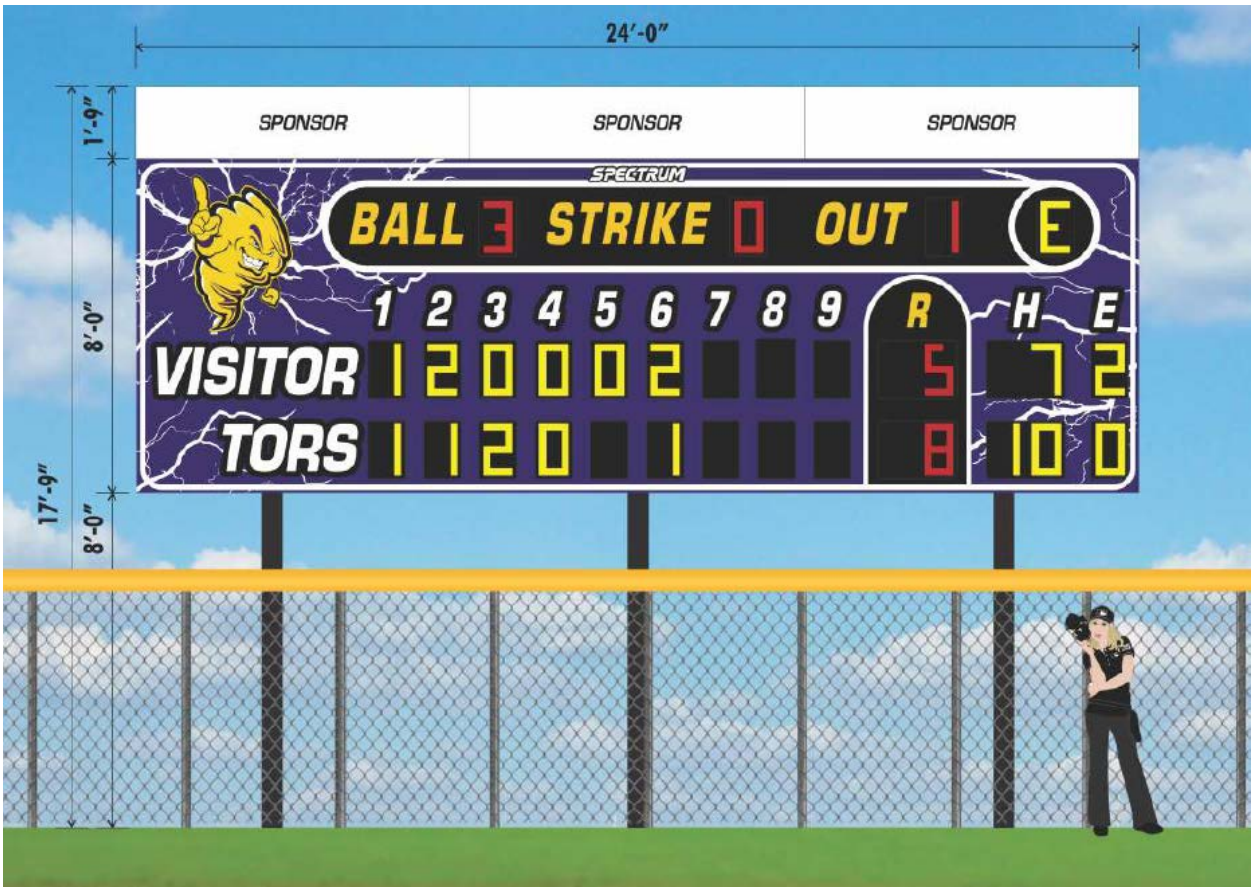
Printed Title: Superintendent

Date:_____

GALVESTON ISD
TOR SOFTBALL FIELD
SCOREBOARD AGREEMENT
DECEMBER 16, 2021

EXHIBIT A

UTMB will have rights to the complete ad space at the top of the scoreboard where the words SPONSOR are printed below, with dimensions of **21”H x 24’W.** UTMB will need to provide a digital rendition of the artwork for the ad copy and will get to view and approve the scoreboard rendering before production.



Action Sheet

MEETING DATE: **December 15, 2021**

AGENDA ITEM: **Discuss and approve the 2022-2023 School Calendar**

The proposed calendar has gone through several iterations with feedback from teachers, administrators, and support staff. The calendar was presented at the DEC meeting on November 15, 2021. It was also presented to the Administrative Team for review. Through the District Education Committee, the calendar was distributed to the campuses and faculty and staff for comment. Based on the feedback received, Administration is recommending the proposed calendar.

RECOMMENDATION: **I move that the board approve the 2022-2023 school calendar.**

Jerry Gibson
Superintendent

GALVESTON ISD- Draft 22/23

KEY:

[ ] = Six Weeks
{ } = Nine Weeks
NT = New Teacher Days
ET =Experienced Teachers Return
S = School Starts
T = Testing Days
H = Holidays
SH = Student Holiday
W = Teacher Prep
ER = Early Release
I = In-Service/Staff Development
G = Graduation
TC = Teacher/Parent Conference Day
TP = Teacher Planning

Student Days - 173

1st Sem. 8/22/22 – 12/21/22
Total Days =80
2nd Sem. 1/5/23 – 5/25/23
Total Days =93
78,660 minutes

High School = 6 Weeks

1st Six Weeks (29 days) 8/22 – 9/30
2nd Six Weeks (23 days) 10/3 – 11/4
3rd Six Weeks (28 days) 11/7 – 12/21
4th Six Weeks (26 days) 1/4 – 2/10
5th Six Weeks (33 days)2/13 – 4/7
6th Six Weeks(34 days) 4/10 – 5/25

Elementary & Middle Schools = 9 weeks

1st Nine Weeks (37 days) 8/22 – 10/14
2nd Nine Weeks (43 days) 10/17 – 12/21
3rd Nine Weeks (45 days) 1/5 – 3/10
4th Nine Weeks (48 days) 3/20 – 5/25

Teacher Days = 187

New Teacher In-Service
August 1-5, 2022(5 days)
All Teachers
August 8 –19, 2022 (10 days)

Staff Dev/In-Service/Work/Planning

- October 11, 2022 (TC)
- January 4, 2023 (W)
- May 26, 2023 (W)
- May 30, 2023 (W/COMP)

Early Release & Early Release/Work Days

- October 26, 2022
- March 29, 2023
- May 25, 2023

End of First Semester

- December 21, 2022

Graduation – May 25, 2023

AUGUST 2022 T= 18 S= 8

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	{[S	23	24	25	26	27
28	29	30	31			

SEPTEMBER 2022 T= 21 S= 21

S	M	T	W	T	F	S
				1	2	3
4	H	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30]	

OCTOBER 2022 T= 20 S= 19

S	M	T	W	T	F	S
						1
2	[3	4	5	6	7	8
9	H	TC	12	13	14}	15
16	{17	18	19	20	21	22
23	24	25	ER	27	28	29
30	31					

NOVEMBER 2022 T= 17 S= 17

S	M	T	W	T	F	S
		1	2	3	4]	5
6	[7	8	9	10	11	12
13	14	15	16	17	18	19
20	H	H	H	H	H	26
27	28	29	30			

DECEMBER 2022 T=15 S=15

S	M	T	W	T	F	S
				1	2	3
4	5	T	7	T	T	10
11	12	13	14	15	T	17
18	19	20	ER]}	H	H	24
25	H	H	H	H	H	31

JANUARY 2023 T=19 S=18

S	M	T	W	T	F	S
1	H	H	{[W	5	6	7
8	9	10	11	12	13	14
15	H	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY 2023 T= 19 S=19

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10]	11
12	[13	14	15	16	17	18
19	H	21	22	23	24	25
26	27	28				

MARCH 2023 T= 18 S=18

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10}	11
12	13	14	15	16	17	18
19	{20	21	22	23	24	25
26	27	28	ER	30	31	

APRIL 2023 T= 19 S= 19

S	M	T	W	T	F	S
						1
2	3	T	5	T	H]	8
9	[10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY 2023 T= 21 S= 19

S	M	T	W	T	F	S
	1	T	T	T	T	6
7	8	T	T	T	T	13
14	15	T	T	T	T	20
21	22	23	24	ER/G	W	27
28	H	W	31			

JUNE 2023

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	H	T	21	T	T	24
25	26	27	28	29	30	

JULY 2023

S	M	T	W	T	F	S
						1
2	3	H	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

DRAFT

1st Draft – **VERSION B**

Action Sheet

MEETING DATE: **December 15, 2021**

AGENDA ITEM: **Discuss and Consider administration's proposal to terminate the contract of a probationary Teacher at Collegiate Middle School.**

May be discussed in closed executive session under Texas Open Meeting Act Government Code Sections 551.074

RECOMMENDATION:

Jerry Gibson
Superintendent

Dyann Polzin
Chief Human Capital Management
Student Services and Communications Officer