

Garland Independent School District

Board of Trustees

Special Meeting

Tuesday, March 9, 2021

Agenda

2:00 PM

I. Call to Order and Determination of a Quorum

II. This meeting is being held in accordance by order of Governor Greg Abbott's Executive Order on September 17, 2020 and the Texas Health and Human Services. These modifications are necessary to promote the health and safety of the Garland ISD community, and to comply with governmental orders, as well as guidance from health authorities.

III. Public Forum: Members of the public who wish to make comments may complete a Public Comment Participation Request in person at Harris Hill Administration Building or via email at BoardPublicComments@garlandisd.net prior to the start of the meeting indicated in the posting notice. The emailed comments will be read aloud at the meeting by a designated speaker. Emails should include the requester's name, address and the detailed topic to be read aloud. In addition, comments must be limited to issues that can be presented in a public forum and are directly related to the posted and noticed agenda items. Complaints about student discipline, specific student issues or personnel must be addressed through appropriate administrative channels, in accordance with the Texas Open Meetings Act and Board policy. For more information about public comment procedures, please review the Board Policy for Public Comment accessible at the following link: <https://pol.tasb.org/Policy/Code/364?filter=BED>.

IV. Action Items

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| A. Consider Approval of the Joint Election Contract submitted by the Dallas County Elections Department - Mechelle Hogan | 3 |
| B. Consider Approval of Budget Transfers and Amendments to the 2020-2021 General Fund - Brandy Mayo | 23 |
| C. Consider Approval of Revised Resolution Allowing Staff Members Time to Receive COVID-19 Vaccine - Lisa Ray and Dr. Gradyne E. Brown | 26 |

V. Executive Session: Executive session will be held for purposes permitted by Texas Open Meetings Act, Texas Government Code Section 551.001 et seq.

- A. Pursuant to Texas Government Code Section 551.071, private consultation with the Board's attorney, in person or by phone, when the Board seeks the

advice of its attorney about: 1) pending or contemplated litigation; 2) a settlement offer; or 3) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter; and Pursuant to Texas Government Code Section 551.074, deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee:

VI. Reconvene from Executive Session for any possible action relative to items considered during Executive Session

VII. Adjournment



Garland Independent School District Board of Trustees

Date of Meeting: March 9, 2021

Agenda Item: Consider Approval of the Joint Election Contract submitted by the Dallas County Elections Department

Agenda Section: Action Items

Administrator Responsible: Ms. Mechelle Hogan
Board Service Manager

Board Goal Objective:

Not Applicable

Superintendent's Goal:

Superintendent Goal #3 – Board Relations

The superintendent maintains a positive and productive working relationship with the board of trustees and the community.

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Superintendent Goal #6 – Community Relations & Relationship Building

The superintendent maintains a positive and productive working relationship with District employees and the community.

Summary/Background Information:

A copy of the 2021 Joint Election Contract with the Dallas County Elections Department is shown. The estimate for Garland ISD's portion of the cost for the May 1, 2021 Joint Election is \$408,381.44. Costs are governed by the number of vote centers, number of registered voters, increases in those number, entity withdrawal and costs associated with the 2019-2020 electronic voting system upgrades. By law, we must use all county designated voting centers (Election Code Sec. 501.103), some registered voters will be casting their votes at vote centers outside of the Garland ISD boundaries. The Administration seeks approval of the contract with permission for the Chief Financial Officer to sign the final contract.

Administrative Recommendations:

Provided for your consideration.

**ELECTION SERVICES CONTRACT (“Election Services Contract” or “Contract”)
BETWEEN
DALLAS COUNTY ON BEHALF OF THE DALLAS COUNTY ELECTIONS ADMINISTRATOR
AND**

**Town Of Addison (TOA)
City Of Balch Springs (COBS)
City Of Carrollton (COC)
City of Cedar Hill (COCH)
City Of Cockrell Hill (COCKH)
City of Combine (COCB)
City of Coppell (COCP)
City of Dallas (COD)
City Of Desoto (CODE)
City Of Duncanville (CODu)
City Of Farmers Branch (COFB)
City Of Garland (COG)
City Of Grand Prairie (COGP)
City Of Hutchins (COH)
City Of Irving (COI)
City of Lewisville (COLw)
City of Richardson (COR)
City Of Rowlett (CORw)
City Of Sachse (COSa)
City of Seagoville (COS)
Town of Sunnyvale (COSv)
City of Wilmer (COW)
Carrollton-Farmers Branch ISD (CFBISD)
Coppell ISD (CpISD)
Dallas ISD (DISD)
DeSoto ISD (DeISD)
Duncanville ISD (DuISD)
Ferris ISD (FISD)
Garland ISD (GISD)
Grand Prairie ISD (GPISD)
Highland Park ISD (HPISD)
Irving ISD (IISD)
Lancaster ISD (LISD)
Mesquite ISD (MISD)
Richardson ISD (RISD)**

**FOR THE CONDUCT OF A JOINT ELECTION
TO BE HELD SATURDAY, MAY 1, 2021
TO BE ADMINISTERED BY THE DALLAS COUNTY ELECTIONS DEPARTMENT**

1) STATUTORY AUTHORITY FOR AND PARTIES TO THIS ELECTION SERVICES CONTRACT

- a) Michael Scarpello is the duly appointed County Elections Administrator (“Elections Administrator”) of Dallas County, Texas (“County”) and the Department Head of the Dallas County Elections Department (“DCED”). As such, Michael Scarpello is the County’s Voter Registrar and the Election Officer of Dallas County, Texas and is authorized by Subchapter D of Chapter 31 of Title 3 and Chapter 271 of Title 16 of the Texas Election Code to enter into this Election Services Contract (“Election Services Contract” or “Contract”) with the contracting authorities of the Participating Political Subdivisions listed in “Attachment F” of this Election Services Contract. DCED acts at the direction of the Elections Administrator. The County Elections Administrator, DCED and the Participating Political Subdivisions together may be referred to collectively as “Parties” or individually as “Party.”
- b) The contracting authorities of the Participating Political Subdivisions that are participating in this Election Services Contract are listed on the face page of this agreement and in “Attachment F” of this Election Services Contract and are hereby participating with each other in this Joint Election to be held in Dallas County, Texas on **Saturday, May 1st, 2021** under Chapter 271 of Title 16 of the Texas Election Code (“Joint Election”); and are hereby contracting with the Elections Administrator of Dallas County, Texas to perform the election services set forth in this Election Services Contract under Subchapter D of Chapter 31 of Title 3 of the Texas Election Code. The Participating Political Subdivisions acknowledge that they are participating in this Joint Election with each other to the extent that they have candidates and/or propositions on the ballot in this Joint Election. The terms and conditions of this Elections Services Contract also apply to any run-off election or re-count related to this Joint election, unless otherwise agreed in writing.
- c) The Elections Administrator will coordinate, supervise, and handle all aspects of administering this Joint Election in accordance with the provisions of the Texas Election Code and as outlined in this Election Services Contract. Each contracting authority of each Participating Political Subdivision will pay its share of the Election Costs to the Elections Administrator for the equipment, supplies, services, and administrative costs outlined in this Election Services Contract. The Elections Administrator will administer the election; however, each Participating Political Subdivision will be responsible for the duties directly administered by the Participating Political Subdivision. Pursuant to Texas Election Code §§ 31.093, and 31.098, the Elections Administrator may enter into a contract to furnish the election services requested within this Election Services Contract.
- d) If applicable and in the event a runoff election is necessary, the date of the runoff for this Joint election would be Saturday June 5, 2021. This Elections Services Contract and its terms will be automatically extended to cover the Joint Runoff Election, unless a Participating Political Subdivision states in writing **on or before Tuesday May 4, 2021** that it does not wish to participate in a joint runoff election contemplated herein. DCED will provide each Participating Political Subdivision to which this Section 1(d) applies an estimated cost required to be deposited into a special and separate Joint Runoff Election

account. The funds must be deposited no later than five (5) days after the Joint Runoff Election's estimated figures are received from DCED.

- 2) **ATTACHMENTS** The following attachments are hereby incorporated into this Election Services Contract as if set forth herein in their entirety. The Participating Political Subdivisions acknowledge that the following attachments are subject to reasonable changes by the Dallas County Elections Administrator before, during, and after Election Day and any runoff election(s), if any runoff election(s) are required by law to be held.
- a) **"Attachment A"** is an itemized list of the estimated election expenses for this Joint Election and the amounts that each Participating Political Subdivision must deposit with the Dallas County Elections Department. It also includes the Deposit Detail for each entity. The Elections Administrator will amend "Attachment A" to reflect the changing estimates of election expenses that are caused by changing circumstances and by the withdrawal of Participating Political Subdivision(s), if any, from this Election Services Contract.
 - b) **"Attachment B"** is a list of the early voting polling places for this Joint Election.
 - c) **"Attachment C"** is a list of the Election Day polling places ("Vote Center(s)") for this Joint Election.
 - d) **"Attachment D"** is a list of the people that the Dallas County Elections Administrator will appoint as deputy early voting clerks for this Joint Election.
 - e) **"Attachment E"** is a list of the presiding election judges and alternate election judges for Election Day for this Joint Election.
 - f) **"Attachment F"** is a list of the Participating Political Subdivisions that will be holding elections in Dallas County election precincts or partial election precincts and the number of registered voters in each of those election precincts or partial election precincts. "Attachment F" will be amended if any of the Participating Political Subdivisions withdraw from this Election Services Contract. "Attachment F" will be amended to reflect the number of registered voters in each election precinct and partial election precinct as of the statutory deadline April 1, 2021 for voters to submit applications to register to vote or changes of address in this Joint Election. In this Election Services Contract, the phrase "election precinct" is synonymous with the phrase "voting precinct."
 - g) **"Attachment G"** is a list of the Participating Political Subdivisions & Ballot Details
 - h) **"Attachment H"** will contain, for each Participating Political Subdivision, the full name of the person serving as a point of contact, the physical address, the mailing address, a facsimile number, and an email address. "Attachment H" will be amended if any of the Participating Political Subdivisions withdraw from this Election Services Contract.
 - i) Within five (5) business days after any of the foregoing attachments are amended by the Elections Administrator, the Elections Administrator will send each Participating Political Subdivision an amended version of the amended attachment by email to the email

address provided by each Participating Political Subdivision in "Attachment F."

3) LEGAL DOCUMENTS

- a) Each Participating Political Subdivision will prepare, adopt, and publish all legally required election orders, resolutions, notices, and other documents that are required by, or of, their governing bodies. Each Participating Political Subdivision must send the Elections Administrator a copy of any election order, resolution, or notice related to this Joint Election within three (3) business days of publishing, adopting, or ordering it. Such documents can be sent to the attention of: **Michael Scarpello, Elections Administrator at 1520 Round Table Drive, Dallas, Texas 75247; or, emailed to Michael.Scarpello@dallascounty.org. Alternately, these documents may be sent to: Danielle Grant, Central Counting Station Manager, at Danielle Grant at Danielle.Grant@dallascounty.org**
- b) Each Participating Political Subdivision is responsible for having its own election orders, resolutions, notices, or official ballot wording translated into the Spanish language.
- c) **Always copy Michael.Scarpello@dallascounty.org on all communications related to legal documents and question regarding this election.**

4) VOTING SYSTEMS

- a) Each Participating Political Subdivision agrees that, during this Joint Election, voters will cast their ballots on the following voting systems, that are approved by the Texas Secretary of State in accordance with the Texas Election Code and the Texas Administrative Code: the ES&S ExpressVote Universal Voting System Ballot Marking Devices ("BMD(s)"), and the ES&S DS200 Digital Vote Center Scanner ("Tabulators"). Each of these systems are accessible to voters with physical disabilities ("ADA Terminals"). **On March 16, 2021, beginning at 10:00 A.M.**, until completed, at the County Elections Department at 1520 Round Table Drive, Dallas, Texas 75247, the Elections Administrator will test the BMDs and Tabulators used for counting ballots at the central counting station. At least 48 hours before the date and hour of each test, the Elections Administrator will publish a newspaper notice with the date, hour, and place of the testing. The Elections Administrator will establish regional collection sites within the county and a central counting station to receive and tabulate the regular ballots that are cast in this Joint Election and receive the provisional ballots.

- b) The Elections Administrator will provide BMDs, Tabulators, and any other necessary equipment for this Joint Election. For Early Voting and on Election Day, the Elections Administrator will allocate voting election voting equipment to all of the Voting Centers and polling places in amounts reasonably anticipated to be sufficient for the anticipated turnout of voters. Each Election Day Vote Center will have at least one (1) Tabulator and at least four (4) BMD machines.
- c) The itemized list of the estimated election expenses for this Joint Election are in "Attachment A," which includes, but may not be limited to the number of BMDs, Tabulators, and any other necessary equipment.

5) POLLING PLACES/VOTE CENTERS

- a) The Elections Administrator will select and arrange for the use of and payment for all of the early voting polling places listed in "Attachment B" and the Election Day Vote Centers listed in "Attachment C" subject to the approval of each Participating Political Subdivision. Polling locations identified in Attachments "B" and "C" cannot be changed by a Participating Political Subdivision, but the Elections Administrator may consider changes requested by a Participating Political Subdivision. The Elections Administrator will finalize the polling places/Vote Centers as soon as possible before this joint election.
- b) Whenever possible, previously used polling places/Vote Centers that voters are accustomed to using will be used for the election precincts and partial election precincts in this Joint Election; however, the Participating Political Subdivisions acknowledge that sometimes previously used polling places/Vote Centers are not available or appropriate for every election. Accessibility under the Americans with Disabilities Act is an important consideration for all polling places/Vote Centers in this Joint Election.
- c) In accordance with Section 43.007(o) of the Texas Election Code, the Elections Administrator will post a notice at each countywide voting center of the four nearest countywide voting center locations by driving distance. The Participating Political Subdivisions shall be responsible for any notices required under Section 43.062 of the Texas Election Code.

6) PRESIDING ELECTION JUDGES, ALTERNATE PRESIDING ELECTION JUDGES, ELECTION CLERKS, AND OTHER ELECTION DAY PERSONNEL

- a) The Participating Political Subdivisions are responsible for the appointment of the presiding election judges and alternate election judges listed in "Attachment E" for each Vote Center/polling place listed in "Attachment C" subject to the eligibility requirement found in the Texas Election Code Subchapter C, Chapter 32 and Subchapter A, Chapter 83. The Parties acknowledge that approval of the this Election Services Contract by the Participating Political Subdivisions shall constitute approval and appointment of the Judges and Alternate Judges listed in "Attachment E" by the Participating Political Subdivisions. The Elections Administrator will be responsible for the administration of the of the election judges listed in "Attachment E".
- b) **[This provision is intentionally deleted].**

- c) If a person appointed as a presiding election judge or alternate election judge becomes ineligible to serve as such in this Joint Election, then the Election Administrator will appoint a replacement presiding election judge or alternate election judge, amend "Attachment E" accordingly, and send each Participating Political Subdivision the amended "Attachment E" by email within five (5) business days.
- d) If a person is unable or unwilling to serve as a presiding election judge or an alternate election judge, then the Elections Administrator will name a replacement presiding election judge or send each Participating Political Subdivision the amended "Attachment E" by email within five (5) business days.
- e) The Elections Administrator will provide county training programs, in keeping with Section 32.114 of the Texas Election Code, for all of the presiding election judges, alternate election judges, and election clerks for this Joint Election. The presiding election judges are responsible for notifying the alternate presiding judge and the election clerks for the presiding election judge's polling place/Vote Center of the time and place of each training session. Pursuant to Section 32.114(b), the training programs will be open to the public free of charge.
- f) To serve in this Joint Election, each presiding election judge and alternate election judge must have attended an election judge training session, a training session regarding the court rulings and the applicability of the mandatory Voter ID law, and an Election Equipment training session taught by the Elections Administrator for this Joint Election within the last 6 months. New judges and election clerks that have not attended a mandatory Voter ID Law training session taught by the Elections Administrator for this Joint Election may not serve in this Joint Election. The Elections Administrator will also provide training regarding safety procedures pertaining to COVID-19.
- g) The Elections Administrator will notify the Participating Political Subdivisions by email and post on the DCED's website the dates, times, and locations of training classes and labs for both Early Voting and Election Day Workers.
- h) To comply with the Federal Voting Rights Act of 1965, as amended, all polling places/Vote Centers are required to have interpreter assistance. If a presiding election judge of such a polling location/Vote Center is not bilingual and is unable to hire a bilingual election clerk, the Elections Administrator may recommend an individual to provide interpreter assistance. If the Elections Administrator is unable to recommend an individual to provide interpreter assistance for such a polling place/Vote Center, the Elections Administrator will notify the Participating Political Subdivision and request assistance in identifying an interpreter. In the event that a bilingual election clerk is hired by the Elections Administrator for a polling place/Vote Center required to have interpreter assistance, the bilingual clerk will be paid according to a rate set by the Elections Administrator. The Elections Administrator will charge that expense to the funds deposited with the Dallas County Elections Department for the conduct of the elections listed in this Election Services Contract. A Participating Political Subdivision may pay more money to a bilingual clerk than the rate set by the Elections Administrator, however that expense will be borne by that Participating Political Subdivision individually and that extra expense will not be

charged to the funds deposited with the Dallas County Elections Department for the conduct of the elections listed in this Election Services Contract.

- i) The Elections Administrator will notify all of the presiding election judges and alternate election judges about the eligibility requirements of Subchapter C of Chapter 32 of Title 3 of the Texas Election Code and Section 271.005 of the Texas Election Code. The Elections Administrator will take the necessary steps to insure that all of the presiding election judges and alternate election judges appointed to serve during this Joint Election are eligible to serve and qualified to serve in this Joint Election. Under Section 32.031 of the Texas Election Code, the presiding election judge for each polling place/Vote Center shall appoint the election clerks to assist the presiding election judge in the conduct of the election at the polling place/Vote Center served by the presiding election judge on Election Day.
- j) The presiding election judges are responsible for picking up election supplies at the time and place determined by the Elections Administrator, which will be set forth in the letter to the presiding election judges requesting service for this election. Payments for the presiding election judge will be specified in "Attachment A."
- k) Any Participating Political Subdivision electing to pay their election workers for attending a training class or lab must bear that expense separately from the funds deposited into this Joint Election account.
- l) The Elections Administrator will employ and or contract for other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of services, supplies and equipment assistance during the period of Early Voting and on Election Day, and for the efficient tabulation of ballots at the central counting station and regional sites. Part-time personnel will be paid an amount specified in "Attachment A." Part-time personnel working in support of the administration of the Election, including Central Counting Station, and regional sites on election night will receive pay for at least four (4) hours, minimum call for service, regardless of the actual hours worked.

7) SUPPLIES AND PRINTING

- a) The Elections Administrator will obtain and distribute all of the election supplies and election printing necessary for this Joint Election, including, but not limited to, all forms, signs, maps for redistricting, and other materials used by the presiding election judges and clerks at the polling places/Vote Centers.
- b) The Elections Administrator will provide maps, if necessary, instructions, and other information that the presiding election judges need to conduct this Joint Election.
- c) Each Participating Political Subdivision must deliver a list to the Elections Administrator of candidates and propositions for their elections. The list must be in English and Spanish. The list must include the ballot positions for the candidates and the propositions. The list must include the correct spelling of each candidate's name and the precise wording of all of the propositions. The Elections Administrator will email each Participating Political

Subdivision a Microsoft Word format form for their use to create the required list. As soon as possible after each Participating Political Subdivision has determined its ballot positions for the candidates and propositions in its election, the Participating Political Subdivision must email the completed Microsoft Word format form to the Elections Administrator. The Elections Administrator will use these electronic forms received from the Participating Political Subdivisions to create the ballot styles for this Joint Election. The Elections Administrator will deliver the proposed ballots to the Participating Political Subdivisions for approval. Each Participating Political Subdivision will be responsible for proofreading the proposed ballots and notifying the Elections Administrator of any corrections that are required for their particular ballots. The Elections Administrator is responsible for implementing the corrections made by the Participating Political Subdivisions to their ballots and then producing the ballots for this Joint Election.

8) OPTICAL SCAN CARD BALLOTS

- a) The Elections Administrator will have ballots to cover approximately **fifty percent (50%)** of the total number of registered voters in Dallas County. The ballots will be allocated according to the approximate voter turnout for comparable elections in the areas near each polling location/Vote Center.
- b) Additional ballots will be available for Early Voting by Mail and for use on Election Day to respond to any polling place/Vote Center that requests additional ballots and printed on an a needed basis. Cost per ballot will be forty-five cents (.45¢).

9) RETURNS OF ELECTIONS

- a) The Participating Political Subdivisions will establish a central counting station to receive and tabulate ballots cast in this Joint Election under Chapter 127 of Title 8 of the Texas Election Code.
- b) The Participating Political Subdivisions hereby, in accordance with Sections 127.002, 127.003 and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Central Count Station Manager: **Michael Scarpello**, Dallas County Elections Administrator

Tabulation Supervisor: **Danielle Grant**, Central Count Station Manager

Assistant Tabulation Supervisor: **Angelica Munoz** Central Count Station Lead Clerk

Presiding Judge: **TBA**, Appointed by Participating Political Subdivisions

Alternate Presiding Judge:

TBA, Appointed by Participating Political Subdivisions

- c) The Central Count Station Manager or her representative will deliver timely, cumulative reports of the election results as Vote Centers are tabulated. The Central Count Station Manager will be responsible for releasing cumulative totals and Vote Center election returns from the election to the Participating Political Subdivisions, candidates, press, and the general public by the distribution of hard copies or electronic transmittals (where accessible). The Elections Administrator will operate an election result center to release election results in the **Dallas County Elections Operations Facility, 1520 Round Table Dr., Dallas, Texas 75247**.
- d) The Elections Administrator will link any Participating Political Subdivision's website to DCED's website. Participating Political Subdivisions that want such website linkage should deliver their website address to the Tabulation Supervisor at DCED.
- e) The Elections Administrator will prepare the unofficial canvass report after all Vote Centers have been counted, and will email a copy of the unofficial canvass to each Participating Political Subdivision as soon as possible after all returns, provisional ballots, and late overseas ballots have been tabulated, but in no event no later than **May 7, 2021**. All Participating Political Subdivisions will be responsible for the official canvass of their respective elections.
- f) The Elections Administrator will be responsible for conducting the post-election manual recount, unless the Texas Secretary of State grants a waiver under Section 127.201 of the Texas Election Code. If no such waiver is given, the Elections Administrator will provide notice and copies of the recount to each Participating Political Subdivision and the Secretary of State's Office. Each Participating Political Subdivision must notify the Elections Administrator if such a waiver has been granted or denied as soon as possible, but no later than five (5) calendar days before Election Day.

10) ELECTION EXPENSES

- a) The Participating Political Subdivisions agree to share the costs of administering this Joint Election as specified in "Attachment A." The Election Administrator will charge a general supervisory fee not to exceed ten (10%) percent of the total cost of this Joint Election as authorized by Section 31.100 of the Texas Election Code. In no event will the ten (10%) percent general supervisory fee be refunded to any Participating Political Subdivision. If the ballot, candidates, or propositions supplied by the Participating Political Subdivision are changed after their initial programming and/or printing by the Elections Administrator due to a court order from a court of competent jurisdiction, the affected Participating Political Subdivision(s) agrees to pay all expenses associated with re-printing and re-programming the ballots pursuant to a court order including expenses for expedited services and "Attachment A" will be amended by the Election Administrator.

- b) Allocation of costs among the Participating Political Subdivisions will be according to a formula based on the total cost of the Joint Election multiplied by the Participating Political Subdivision's percentage of the total current, and active registered voters for the Joint Election ("Election Costs"). Any Participating Political Subdivision that requests additional Vote Centers/polling locations, equipment, or a different combination of precincts in polling places/Vote Centers that exceeds the Election Costs will be billed directly for any excess expenditures (e.g. supplies, equipment, personnel, etc.). **The cost of any special request from a Participating Political Subdivision, which is not agreed upon by all Participating Political Subdivisions, will be borne by the Participating Political Subdivision making the special request.**
- c) The expenses for early voting by mail and personal appearance will be paid by each Participating Political Subdivision as set forth in "Attachment A."
- d) The Elections Administrator will determine the final election expenses to the extent practicable within one hundred and eighty (180) business days after the final canvass of this Joint Election or the runoff election, if any. The Elections Administrator will provide each Participating Political Subdivision with a final, written accounting of all money that was deposited into, and payments that were made from, the Joint Election account(s) maintained by the Dallas County Elections Department for this Joint Election and the runoff election, if any.
- e) If the Elections Administrator requires additional money to perform its obligations under this Election Services Contract, then the Elections Administrator will bill each Participating Political Subdivision using the same method used to determine each Participating Political Subdivision's required deposit in "Attachment A" of this Election Services Contract ("Final Bill"). The Participating Political Subdivision shall pay the Final Bill within thirty (30) days of receipt except for any amount the Participating Political Subdivision files a timely good faith dispute under Section 17 of this Election Services Contract. After all of the expenses of this Joint Election are paid and disputes, if any, resolved, any monies that remain in the account maintained by the Dallas County Elections Department for this Election Services Contract will be refunded to the Participating Political Subdivisions (the "Refund") as soon as practicable.

11) DEPOSIT OF FUNDS

- a) Attachment A: Cost Audit details the cost and expenses anticipated for this election; Participating Political Subdivisions will initially receive an estimate cost audit. The Final Bill will be distributed as soon as all cost and expenses for the election can be determined. Each Participating Political Subdivision hereby agrees to deposit with the Dallas County Elections Department seventy five (75%) percent of the full balance of money listed for their entity in "**Attachment A: Deposit of Funds Detail**" of this Election Services Contract by the first deposit due date of (on or before) **Friday, March 12, 2021**. The Dallas County Elections Department will place the money deposited by the Participating Political Subdivisions in a Joint Election account.

- b) The deposit of funds by each Participating Political Subdivision is an express condition precedent to the participation of each Participating Political Subdivision in this Election Services Contract. A Participating Political Subdivision may seek an extension from the Elections Administrator as to the due date for the deposit of funds. Such an extension must be sought in writing and prior to due date for such deposit by the Participating Political Subdivision. Any decision(s) made by the Elections Administrator will be provided in writing to the Participating Political Subdivision. The Elections Administrator, however, shall not be required to grant an extension for the deposit of funds by a Participating Political Subdivision. For any Participating Political Subdivision that fails to deposit the total amounts specified in "Attachment A" by the dates specified in this Election Services Contract or any extension granted by the Elections Administrator, the Elections Administrator will be relieved from the responsibility to perform under this Election Services Contract for such Participating Political Subdivision.
- c) The Elections Administrator will only draw money from this Joint Election account to pay for election expenses that are included in "Attachment A" to this Election Services Contract and for other expenses that the Participating Political Subdivisions agree to in writing.
- d) If a Participating Political Subdivision withdraws completely from this Joint Election by **February 22, 2021**, then the Elections Administrator will refund (as soon as practicable) that Participating Political Subdivision's deposit, less any money already expended before the withdrawal and less the general supervisory fee authorized by Section 31.100 of the Texas Election Code. In the event of a partial withdrawal from this Joint Election, deposits will not be refunded to the Participating Political Subdivisions.
- e) The Elections Administrator will not make partial refunds to a Participating Political Subdivision if any candidate(s) or propositions do not appear on the ballot for that Participating Political Subdivision.
- f) Deposits should be made out to Dallas County Elections Department and delivered within the mandatory time frame to:

Michael Scarpello
Dallas County Elections Administrator
1520 Round Table Drive
Dallas, Texas 75247

In the "memo" section of check place Election Escrow Account: **91468**

12) RECORDS OF THE ELECTION

- a) The Elections Administrator is hereby appointed the general custodian of the voted ballots and all election records of this Joint Election to the extent authorized by Sections 31.094, 31.095, 31.096, and 31.097 of the Texas Election Code.
- b) Access to the election records will be available to each Participating Political Subdivision as well as to the public in accordance with the Texas Public Information Act, Chapter 552, Government Code, at the **Dallas County Elections Department, 1520 Round Table Drive,**

Dallas, Texas 75247 at any time during normal business hours. The Elections Administrator will ensure that the records are maintained in an orderly manner, so that records are clearly identifiable and retrievable per records storage container. However, access to election records that contain confidential information that must be redacted pursuant to federal or state law may be provided at the offices of the Civil Division of the Criminal District Attorney's Office of Dallas County, Texas at 411 Elm Street, 5th Floor, Dallas, Texas.

- c) Pursuant to Section 66.058 of the Texas Election Code, the Elections Administrator will retain the election records at the Elections Administrator's main offices and Elections Warehouse for **sixty (60) days** after the date of this Joint Election. **Sixty (60) days** after the date of this Joint Election, the Elections Administrator will arrange for transport of this Joint Election's records to the Dallas County Record Storage facility. This Joint Election's records will then become the responsibility of Dallas County Record Storage for the remainder of the **twenty-two (22) month** preservation period. Dallas County Record Storage will be responsible for the destruction of this Joint Election records after the preservation period. The Participating Political Subdivisions agree the Elections Administrator may destroy the records from this Joint Election after the **twenty-two (22)** month preservation period without further notice to the Participating Political Subdivisions, unless the events in Section 12 (d) occur.
- d) The Participating Political Subdivisions must notify the Elections Administrator in writing within three (3) business days after any official or employee of any Participating Political Subdivision becomes aware of any election contest in connection with this Joint Election. In accordance with Section 1.013 of the Texas Election Code, the election records must be preserved until any election contest is completed and a judgment, if any, becomes final. Also, the election records will be maintained by the Elections Administrator if there is an active criminal investigation, proceeding, or a pending request for public information, related to the election records until such investigation, proceeding, or request for public information is finally concluded.
- e) The Participating Political Subdivisions acknowledge and agree that the Elections Administrator reserves the right to intervene in any election contest or litigation in connection with this Joint Election in order to preserve any available remedies at law, and to preserve the Elections Administrator's obligations under this Contract and the Texas Election Code.
- f) The Elections Administrator will provide each Participating Political Subdivision records that indicate the jurisdictional boundaries of each Participating Political Subdivision. Each Participating Political Subdivision will have until February 12, 2021 to verify in writing that the jurisdictional boundaries provided by the Elections Administrator are correct.

13) EARLY VOTING

- a) Under Sections 31.094 and 271.006 of the Texas Election Code, the Participating Political Subdivisions hereby appoint the Elections Administrator to be the early voting clerk for all of the political subdivisions participating in this Joint Election. The deputy early voting

clerks that will be appointed by the Elections Administrator are listed in "Attachment D."

- b) **[This provision is intentionally deleted]**
- c) Any qualified voter for this Joint Election may vote early by personal appearance at the main early voting polling place or at one of the early voting branch polling places listed in Attachment B. Early voting will be conducted as follows: **Monday, April 19, 2021 through Friday, April 23, 2021 from 8:00 am to 5:00 pm; Saturday, April 24, 2021 from 8:00 am to 5:00 pm; Sunday, April 25, 2021 from 1:00 pm to 6:00 pm; Monday, April 26 through Tuesday, April 27, 2021 from 7:00 am to 7:00 pm.**
- d) All requests for early voting ballots by mail that are received by a Participating Political Subdivision must be transported by runner on the day of receipt to the Dallas County Elections Department, Elections Operations Facility at 1520 Round Table Drive, Dallas, Texas 75247 for processing. Persons voting by mail must send their voted ballots to the Dallas County Elections Department.
- e) All early voting ballots will be prepared for counting by an Early Voting Ballot Board appointed under Subchapter A of Chapter 87 of the Texas Election Code. Each Participating Political Subdivision may appoint one member to the Early Voting Ballot Board and will prepare a list notifying DCED of the appointee's name, telephone number, mailing address, and email address, if any, no later than **February 26, 2021**. The Participating Political Subdivisions agree to appoint Chaka Terrell as the presiding judge of the early voting ballot board. A list of Early Voting Ballot Board members will be furnished to each Participating Political Subdivision no later than **March 26, 2021**.
- f) A signature verification committee will be appointed in accordance with Section 87.027 of the Texas Election Code. A list of the members of the signature verification committee will be furnished to each Participating Political Subdivision.
- g) The presiding judge of the Early Voting Ballot Board shall deliver notices of rejected ballots in compliance with Section 87.0431, Texas Election Code.

14) CRIMINAL BACKGROUND CHECKS

The Elections Administrator, her agent or assignee will conduct a criminal background check (in accordance with statutory requirements) of any person who is expected to or scheduled to serve or work in this Joint Election. Any person that does not satisfactorily pass the criminal background check will be ineligible to serve or work in this Joint Election. Failure to obtain a criminal background check does not release the participating entity's obligation to pay for service rendered in good faith.

15) ELECTION REPORTS

During the early voting period for this Joint Election, the Elections Administrator will deliver daily reports to each Participating Political Subdivision of the Early Voting Location Turnout Totals and Early Voting Roster. The day after the early voting period ends, the Elections Administrator will deliver to each Participating Political Subdivision, a Daily Early Voting Roster by Vote Center report that includes the entire Early Voting period. Pursuant

to the Texas Election Code Section 87.121, the Elections Administrator will deliver these election reports by website posting, e-mail, or facsimile.

16) WITHDRAWAL FROM CONTRACT

- a) No deposits will be refunded after the deadline to withdraw from this Election Services Contract has passed.
- b) In order to withdraw from this Election Services Contract, a Participating Political Subdivision must deliver to the Elections Administrator any certifications and declarations that are required under Subchapter C or Subchapter D of Chapter 2 of Title 1 of the Texas Election Code.
- c) The Elections Administrator will bill any Participating Political Subdivision that withdraws from this Election Services Contract for any expenses incurred prior to the Elections Administrator receiving copies of the certifications and declarations that are required under Subchapter C or Subchapter D of Chapter 2 of Title 1 of the Texas Election Code.
- d) If there are any withdrawals from this Joint Election, within ten (10) business days after the deadline for Participating Political Subdivisions to make declarations under Subchapter C or Subchapter D of Chapter 2 of Title 1 of the Texas Election Code, said deadline being **February 22, 2021**, the Elections Administrator will amend the attachments to this Election Services Contract as appropriate and provide updated copies of the amended attachments to all of the remaining Participating Political Subdivisions.
- e) The general supervisory fee authorized by Section 31.100 of the Texas Election Code will not be refunded.

17) AUDITING AND PROHIBITION ON WITHHOLDING OF DEPOSITS

- a) The Dallas County Auditor will conduct a review of the deposits and expenditures related to this Election Services Contract before the Final Bill or Refund is submitted to the Participating Political Subdivisions. Refunds will be submitted as soon as practicable.
- b) The Participating Political Subdivisions may request a financial audit of the Final Bill or Refund or dispute the Final Bill or Refund under this Section, if: 1) the Final Bill exceeds ten percent (10%) of the amount of the Participating Political Subdivision's initial deposit as required in "Attachment A" to this Election Services Contract; or 2) the accounting accompanying the Refund is ten percent (10%) less than the amount the Participating Political Subdivision determines, should be refunded, after its good faith review. The request for a financial audit or dispute must be done in accordance with Section 17 (d) below.
- c) Should the events in Section 17 (b) occur, in lieu of an audit or dispute, the Participating Political Subdivision may make a request that the Elections Administrator ask the Dallas County Auditor to review the cost allocation methodology for the Participating Political Subdivision's Final Bill or Refund ("Review Request"). Participating Political Subdivisions must submit a Review Request to the Elections Administrator within five (5) business days of receipt of the Final Bill or the Refund, whichever is later. The Review Request must set

forth, in detail, the basis for any challenge to the Final Bill or Refund. Corrections to the Participating Political Subdivision's Final Bill or the Refund, based on a Review Request, will be determined at the sole discretion of the Elections Administrator. A Review Request does not extend the timeframe in Section 17(d).

- d) Should the circumstances giving rise to an audit or dispute in Section 17 (b) occur, the Participating Political Subdivision may send a formal written notice of dispute of the Final Bill or Refund ("Dispute Notice") to the Elections Administrator. This Dispute Notice must be received by the Elections Administrator no later than thirty (30) calendar days from the date the Participating Political Subdivision receives the Final Bill or Refund. This Dispute Notice must provide: 1) an itemization of the disputed charge(s) by the Participating Political Subdivision; 2) the basis for the dispute; 3) the methodology showing how the Participating Political Subdivision arrived at the amount disputed; and 4) documentation in support thereof. The Participating Political Subdivision will have no right to withhold any undisputed amounts set forth in this Election Services Contract or reflected in the Final Bill. Payment of undisputed amounts in the Final Bill must be made by the Participating Political Subdivision as set forth in Section 10 (e) of this Election Services Contract.
- e) Failure of the Participating Political Subdivision to submit a timely Dispute Notice, as set forth in Section 17(d), shall waive any and all disputes, claims, or challenges to the Final Bill or Refund by the Participating Political Subdivision. The entire amount of the Participating Political Subdivision's Final Bill shall be due immediately; or, any estimated refund amounts will become final.
- f) If the Participating Political Subdivision files a timely Dispute Notice in compliance with Section 17(d), the Participating Political Subdivision will have the right to conduct a good faith financial audit ("Financial Audit") for the deposits and expenditures related to this Elections Services Contract. In conducting the Financial Audit, the Participating Political Subdivision will have no greater right to demand access to or copies of the County's governmental or election records than those rights specified in the Texas Election Code and the Texas Public Information Act. The cost of any Financial Audit conducted by the Participating Political Subdivision shall be borne by the requesting Participating Political Subdivision and may not be paid for with funds deposited with the Dallas County Elections Department under this Election Services Contract. Further, the Participating Political Subdivision conducting the Financial Audit shall pay the Elections Administrator the reasonable costs for time expended and copies provided in order to perform the Financial Audit. If the Financial Audit identifies overcharges by the Elections Administrator of more than ten percent (10%) of the initial deposit amount required by "Attachment A", the Elections Administrator will review and assess the findings of the Financial Audit and will negotiate, in good faith, to resolve any disputes for overcharges with the Participating Political Subdivision. The Elections Administrator shall not be bound by the findings or recommendations of the Participating Political Subdivision's Financial Audit. The financial records will be retained at the County Election Administrator's office until the conclusion of the Financial Audit and resolution of all outstanding audit disputes.

- g) In the event the representatives of the Participating Political Subdivision and the Elections Administrator cannot agree on the amount of the disputed Final Bill as set forth in this Section, then the Parties may agree to submit to non-binding mediation. If mediation is acceptable to both parties to resolve a dispute concerning the disputed Final Bill, the Parties will agree to use a mutually agreed-upon mediator. Unless the Parties come to a written agreement at mediation, the mediation will not constitute a final and binding resolution of the dispute.
- h) The Participating Political Subdivision acknowledges that the practical effect of the Participating Political Subdivision withholding undisputed funds that are required under this Election Services Contract would result in breach of this Elections Services Contract and the other Participating Political Subdivisions' taxpayers subsidizing the withholding Participating Political Subdivision's election expenses.

18) NOTICE

Any addendum to, change/modification of, clarification of, and/or withdrawal from this contract requires written notice provided on the Dallas County Form, "Elections Services Contract Change Forms". Whenever this Election Services Contract requires any consent, approval notice, request or demand, it must be in writing to be effective and must be delivered to the party intended to receive it as shown below:

Address for notice to the Elections Administrator:

Michael Scarpello
Dallas County Elections Administrator
1520 Round Table Drive
Dallas, Texas 75247
(214) 819-6334 telephone
(214) 819-6301 facsimile

and, to the physical addresses and facsimile numbers for notice to the Participating Political Subdivisions are in "Attachment F" to this Election Services Contract.

19) LIABILITY FOR NEGLIGENCE

ALL PARTIES TO THIS ELECTION SERVICES CONTRACT AGREE TO BE RESPONSIBLE, IN ACCORDANCE WITH APPLICABLE STATE OR FEDERAL LAW, EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS ELECTION SERVICES CONTRACT WITHOUT WAIVING ANY SOVEREIGN IMMUNITY, GOVERNMENTAL IMMUNITY, STATUTORY IMMUNITY, OR OTHER DEFENSES AVAILABLE TO THE PARTIES UNDER FEDERAL OR STATE LAW. NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, IN OR TO ANY THIRD PERSONS OR ENTITIES. ALL PARTIES AGREE THAT ANY SUCH LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS ELECTION SERVICES CONTRACT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE

PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS WILL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS, BUT ONLY TO THE EXTENT SUCH LAWS ARE APPLICABLE TO THE PARTY.

TO THE EXTENT PERMITTED BY LAW, IF LEGAL ACTION IS FILED AGAINST A PARTY TO THIS ELECTION SERVICES CONTRACT, THAT PARTY SHALL BE SOLELY RESPONSIBLE FOR THEIR OWN RESPECTIVE COSTS AND DEFENSE OF THAT SUIT.

20) CHOICE OF LAW

This Election Services Contract will be governed and interpreted by the laws of the State of Texas.

21) VENUE AND JURISDICTION

The courts of the State of Texas and the United States of America that are physically located in Dallas, Dallas County, Texas are the exclusive jurisdiction and venue for any lawsuit, cause of action, temporary restraining order, temporary injunction, injunction, petition for extraordinary relief, mandamus, or any other legal proceeding or claim arising out of the performance of this Election Services Contract.

22) SEVERABILITY

If any term of this Election Services Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms of this Election Services Contract will remain in full force and effect and will in no way be affected, impaired, or invalidated.

23) ENTIRE CONTRACT

This Election Services Contract, including any exhibits or attachments, contains the entire agreement between the Elections Administrator and the Participating Political Subdivisions concerning the duties required by this Election Services Contract. The Elections Administrator of Dallas County, Texas and each Participating Political Subdivision hereby expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this Election Services Contract concerning any of the terms in this Election Services Contract. Except otherwise specified in this Election Services Contract, no modification, amendment, novation, renewal, or other alteration of this Election Services Contract shall be effective unless mutually agreed upon in writing and executed by the Parties hereto.

24) GENDER AND HEADINGS

In this Election Services Contract, words in the singular number include the plural, and those in the plural include the singular. Words of any gender also refer to any other gender. Headings in this Election Services Contract are terms of inclusion, not exclusion.

25) RELATIONSHIP OF PARTIES

The Participating Political Subdivisions, including their agents, or employees, are independent contractors and not an agent, servant, joint enterpriser, joint venturer, or

employee of the County Elections Administrator, the County or DCED, and are responsible for their own acts, forbearance, negligence and deeds, and for those of their agents, or employees in conjunction with the performance of services covered under this Election Services Contract. The Participating Political Subdivisions represent that they have, or will secure at their own expense, all personnel and consultants required in performing the Services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with the County, the County Elections Administrator, or DCED.

26) FORCE MAJEURE

No Party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, pandemic, epidemic, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any Party delayed by force majeure shall as soon as reasonably possible give the other Party written notice of the delay. The Party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the Party delayed shall immediately give the other Parties written notice thereof and shall resume performance under this Election Services Contract as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

27) DEFAULT/CUMULATIVE RIGHTS/MITIGATION.

It is not a waiver of default if the non-defaulting Party fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Election Services Contract are cumulative, and no Party's use of any right or remedy will preclude or waive its right to any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law, statute, ordinance or otherwise. All Parties have a duty to mitigate damages.

28) CONTRA PROFERENTEM

The legal doctrine of contra proferentem will not apply to this Election Services Contract. Consequently, any ambiguity that may exist in this Election Services Contract will not be construed against the Party who drafted this Election Services Contract.

29) ORDER OF PRECEDENCE

Any inconsistencies in this Election Services Contract will be resolved by reviewing and considering this Election Services Contract and Attachments A through G to this Election Services Contract together in context with each other.

30) SIGNATORY WARRANTY

The Elections Administrator of Dallas County, Texas and all of the contracting authorities of all of the Participating Political Subdivisions listed in "Attachment F" of this Election Services Contract represent that each has the full right, power and authority to enter into

**DALLAS COUNTY DEPOSIT OF FUNDS DETAIL
ELECTION SERVICES ESTIMATE MAY 1, 2021 JOINT ELECTION**

Political Subdivision	Registered Voters	Share Percentage	Estimated Cost Per Entity	75% Deposit Due	Final Election Cost	Balance Due or Refund Due
Town of Addison	10,221	0.55%	\$25,903.52	\$19,427.64		
City of Balch Springs	10,998	0.59%	\$27,872.70	\$20,904.53		
City of Carrollton	26,219	1.41%	\$66,447.93	\$49,835.95		
City of Cedar Hill	32,013	1.72%	\$81,131.91	\$60,848.93		
City of Cockrell	1,542	0.08%	\$3,907.96	\$2,930.97		
City of Dallas	635,718	34.18%	\$1,611,127.25	\$1,208,345.44		
City of Desoto	38,445	2.07%	\$97,432.80	\$73,074.60		
City of Duncanville	23,423	1.26%	\$59,361.91	\$44,521.43		
City of Farmers Branch	8,889	0.48%	\$22,527.77	\$16,895.83		
City of Garland	122,031	6.56%	\$309,268.37	\$231,951.28		
City of Grand Prairie	60,136	3.23%	\$152,405.23	\$114,303.92		
City of Hutchins	2,224	0.12%	\$5,636.38	\$4,227.28		
City of Irving	105,106	5.65%	\$266,374.62	\$199,780.97		
City of Lewisville	371	0.02%	\$940.24	\$705.18		
City of Richardson	47,264	2.54%	\$119,783.17	\$89,837.38		
City of Rowlett	36,503	1.96%	\$92,511.11	\$69,383.33		
City of Sachse	11,022	0.59%	\$27,933.52	\$20,950.14		
City of Seagoville	7,197	0.39%	\$18,239.66	\$13,679.75		
City of Sunnyvale	5,504	0.30%	\$13,949.02	\$10,461.77		
City of Wilmer	2,047	0.11%	\$5,187.80	\$3,890.85		
Carrollton Farmers Branch	61,790	3.32%	\$156,597.03	\$117,447.77		
Coppell ISD	32,506	1.75%	\$82,381.34	\$61,786.01		
Dallas ISD	62,219	3.35%	\$157,684.27	\$118,263.20		
DeSoto ISD	40,766	2.19%	\$103,315.01	\$77,486.26		
Duncanville ISD	43,413	2.33%	\$110,023.42	\$82,517.56		
Ferris ISD	77	0.00%	\$195.14	\$146.36		
Garland ISD	161,139	8.66%	\$408,381.44	\$306,286.08		
Grand Prairie ISD	10,009	0.54%	\$25,366.24	\$19,024.68		
Highland Park ISD	24,498	1.32%	\$62,086.33	\$46,564.74		
Irving ISD	10,787	0.58%	\$27,337.95	\$20,503.47		
Lancaster ISD	6,808	0.37%	\$17,253.80	\$12,940.35		
Mesquite ISD	86,815	4.67%	\$220,018.96	\$165,014.22		
Richardson ISD	132,262	7.11%	\$335,197.23	\$251,397.92		
Totals	1,859,962	100.00%	\$4,713,781.05	\$3,535,335.79		
Total Registered Voters 1,859,962						
Total Estimated Cost \$ 4,713,781.05						



**Garland Independent School District
Board of Trustees**

Date of Meeting: March 9, 2021

Agenda Item: Consider Approval of Budget Transfers and Amendments to the 2020-2021 General Fund

Agenda Section: Action Item

Administrator Responsible: Ms. Brandy Mayo
Executive Director of Budget

Board Goal Objective:

Not applicable.

Superintendent's Goal:

Superintendent Goal #5 – District Management

The superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Summary/Background Information:

Shown are the transfers and amendments proposed for approval and their respective impacts on the general fund.

Administrative Recommendations:

Provided for your consideration.



**BUDGET TRANSFERS AND AMENDMENTS
FOR THE GENERAL FUND
FISCAL YEAR 2020-21
March 9th, 2021**

REVENUES:

	Original Budget	Revised Budget	Current Transfers Requested	Current Amendments Requested	Proposed Amended Budget
57 Local Revenue	\$ 230,653,531	\$ 217,789,287	\$ -	\$ -	\$ 217,789,287
58 State Revenue	320,008,654	291,235,654			291,235,654
59 Federal Revenue	9,000,000	9,000,000			9,000,000
Total Revenues	\$ 559,662,185	\$ 518,024,941	\$ -	\$ -	\$ 518,024,941

EXPENDITURES:

11 Instruction	\$ 318,782,474	\$ 314,227,680			\$ 314,227,680
12 Instructional Resources and Media Services	8,224,571	8,317,852			8,317,852
13 Curriculum Development and Instructional Staff Development	14,005,577	13,516,034			13,516,034
21 Instructional Leadership	9,696,055	9,321,860			9,321,860
23 School Leadership	34,986,245	34,658,406			34,658,406
31 Guidance, Counseling and Evaluation	26,267,605	26,330,084			26,330,084
32 Social Work Services	1,046,663	836,193			836,193
33 Health Services	7,874,364	9,455,457			9,455,457
34 Student Transportation	19,610,924	19,256,992			19,256,992
35 Food Service	300,000	251,517			251,517
36 Extracurricular Activities	13,877,625	13,551,799			13,551,799
41 General Administration	20,035,055	18,464,899	340,000		18,804,899
51 Facilities Maintenance & Operations	46,266,388	45,943,268			45,943,268
52 Security and Monitoring Services	7,197,217	8,673,106			8,673,106
53 Data Processing Services	17,057,325	15,707,301	(340,000)		15,367,301
61 Community Services	2,047,132	1,881,263			1,881,263
71 Debt Service - Principal on Long-Term Debt	484,000	484,000			484,000
72 Debt Service Interest on Long-Term Debt		-			-
73 Bond Issuance Cost and Fees		-			-
81 Facilities Acquisition and Construction		48,483			48,483
95 Juvenile Justice Program	36,000	36,000			36,000
99 Other Intergovernmental Charges	928,839	963,769			963,769
Total Expenditures	\$ 548,724,059	\$ 541,925,963	\$ -	\$ -	\$ 541,925,963
Excess (Deficiency) Revenues Over (Under) Expenditures	\$ 10,938,126	\$ (23,901,022)	\$ -	\$ -	\$ (23,901,022)
Other Financing Sources	\$ -	\$ -	\$ -	\$ -	\$ -
Other Financing Uses	\$ -	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 10,938,126	\$ (23,901,022)	\$ -	\$ -	\$ (23,901,022)



**DETAIL OF BUDGET TRANSFERS AND AMENDMENTS
FOR THE GENERAL FUND
FISCAL YEAR 2020-21
March 9th, 2021**

**Budget Transfers
Expenditures**

41 General Administration
53 Data Processing Services
Total Expenditures

	Increase	Decrease	Net
	\$ 340,000	\$	340,000
		340,000	(340,000)
	340,000	340,000	-

Increases related to the expenses for the 5/1/2021 election



**Garland Independent School District
Board of Trustees**

Date of Meeting: March 9, 2021

Agenda Item: Consider Approval of Revised Resolution
Allowing Staff Members Time to Receive
COVID-19 Vaccine

Agenda Section: Action Item

Administrator Responsible: Lisa Ray
General Counsel

Dr. Gradyne E. Brown
Assistant Superintendent, Human Resources

Superintendent's Goal:

Superintendent Goal #2 – Fiscal Responsibility

Ratings inputted for the Measured Analysis Goals are only a point of reference for trustee rating as each board member has the autonomy to change the rating. Measured Analysis Ratings will follow the state accountability factors for rounding.

Superintendent Goal #3 – Board Relations

The superintendent maintains a positive and productive working relationship with the board of trustees and the community.

Superintendent Goal #5 – District Management

The Superintendent demonstrates effective planning and management of the district administration, finances, operations, and personnel.

Superintendent Goal #6 – Community Relations & Relationship Building

The Superintendent maintains a positive and productive working relationship with District employees and the community.

Summary/Background Information:

The Equal Employment Opportunity Commission recommends that employers strongly encourage staff to take the COVID-19 vaccine. Since the vaccine became available in December 2020, district staff have been receiving vaccination appointment times that

occur during the workday. This Resolution revises the February 23, 2021 Resolution to include employees who received a vaccine at any time since vaccines became available in December 2020.¹ Receiving COVID-19 vaccinations serves a public purpose of safety. In addition, this Resolution will allow District employees to keep these appointments and receive vaccinations during the workday without a loss of financial compensation.

Administrative Recommendations:

Administration recommends approval.

¹ This resolution supercedes the prior resolution approved on February 23, 2021, to allow the retroactive date to be December 1, 2020.

**REVISED RESOLUTION OF THE BOARD OF TRUSTEES OF THE GARLAND
INDEPENDENT SCHOOL DISTRICT ALLOWING STAFF MEMBERS
TIME TO RECEIVE THE COVID-19 VACCINE**

WHEREAS, the District recognizes the value and benefit of encouraging its employees to be models for students in the District;

WHEREAS, the District maintains the safety of all students and staff as a top priority of the District;

WHEREAS, the Board is authorized by Texas Education Code section 45.105 to expend funds of Garland Independent School District (“Garland ISD” or “District”) for purposes necessary in the conduct of the public schools as determined by the Board;

WHEREAS, the District has previously entered into a Memorandum of Understanding with the Garland Health Department to use Homer B. Johnson Stadium as a vaccination hub for the COVID-19 vaccine;

WHEREAS, the Equal Employment Opportunity Commission (“EEOC”) has issued recent guidelines for employers to highly recommend vaccinations for employees. Furthermore, the District has determined that it serves a public purpose to encourage all eligible staff to receive the COVID-19 vaccine and the date and times for the vaccination appointments will largely occur during the workday;

WHEREAS, non-exempt and/or hourly employees will need to clock out from the District’s Kronos time-keeping system to obtain a vaccination at the vaccination hub and should not be monetarily penalized to receive the vaccine;

WHEREAS, this resolution is limited to time spent away from work for the employee’s vaccination only;

WHEREAS, the Board finds that a need exists to address wage payments for employees who will need to clock out during the work day to obtain a vaccination; and

WHEREAS, the Board concludes that continuing payments to all designated employees, as identified by the Superintendent or designee —contractual and non-contractual, exempt and non-exempt—who suffer a loss in pay due to clocking out to obtain vaccination serves the public purposes of maintaining morale, reducing turnover, and ensuring safety of District personnel;

NOW, THEREFORE, BE IT RESOLVED:

1. That the findings and recitals in the preamble of this Resolution are hereby found to be true and correct and are hereby approved and adopted.
2. The Board of Trustees of Garland Independent School District authorizes time clock corrections and payment to all designated employees, as identified by the Superintendent or designee —contractual and non-contractual, exempt and non-exempt—who must clock out to obtain a COVID-19 vaccination.

3. The authority granted by this resolution to authorize payment to nonexempt employees who must clock out to obtain vaccinations through the end of the 2020 – 2021 fiscal year unless the Board takes action to authorize payment for a longer duration or modify the resolution at a later date.
4. This time correction and payment is limited to time spent away from work for employee’s vaccination only.
5. That it is hereby found, determined and declared that a sufficient written notice of the date, time, place and subject of the meeting of the Garland ISD Board at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting as required by Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The Garland ISD Board further ratifies, approves and confirms such written notice and posting thereof.
6. This Resolution shall take effect immediately upon its passage and is retro-active to December 1, 2020, the initial date of vaccine availability.
7. This Resolution amends the prior resolution approved by the Board of Trustees on February 23, 2021.

PASSED AND ADOPTED this 9th day of March, 2021.

By:

Robert Selders, President

ATTEST:

By:

Wes Johnson, Secretary