

Garland Independent School District

Board of Trustees

Regular Meeting

Tuesday, April 27, 2021

Agenda

5:00 PM

- I. Call to Order and Determination of a Quorum
- II. Pledges of Allegiance and Moment of Silence
- III. Meetings of the Board of Trustees will be held in the Board Room, 601 S. Jupiter Garland, Texas 75042. Due to health concerns related to the COVID-19 coronavirus, members of the public may attend board meetings in the Garland/Rowlett Rooms of Harris Hill Administration Building with live streaming. Per TEA Guidance as referenced in Governor Abbott's Executive Order GA-34, everyone physically present must wear a face mask at all times and should practice social distancing.
- IV. 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. 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>.
- V. Information Items
 - A. Evidence of Excellence
 1. Recognize School Nurses Mallory Mikesell, Gina Logan, and Lara Kogel - **Renee Kotsopoulos** 5
 - B. Going the Extra Mile (GEM)
 1. Recognize Going the Extra Mile (GEM) Recipients Carla Green and Casady Templeton, Meeting and Caterings Services (MACS) Teachers - **Sherese Lightfoot** 6
 - C. Introduction of District Administrators - **Dr. Gradyne E. Brown** 8
 - D. Receive 2021 Best Wellness Employer Silver Certification - **Allison Davenport and Elizabeth Kiertscher** 9

E. Receive Texas Comptroller Transparency Stars Award for Contracts and Procurement - Mark A. Booker	12
F. Announce Board Member Continuing Education Credit Hours - Mechelle Hogan	15
VI. Discussion Items	
A. Trustees' Report	16
1. Trustee attendance at recent district and community events	
2. Announcement of upcoming district and community events	
3. Recognition of outstanding performance by district staff and students	
4. Recognition of new programs and special activities	
5. Message from Board President	
B. Superintendent's Report	18
C. Future Agenda Items	20
VII. Consent Agenda - Consider approval of	
A. Human Resources Report	22
VIII. Action Item (Non Consent)	
A. Consider Approval of MOU for Holdsworth Center - Dr. Susanna Russell	30
B. Consider Approval of Virtual School Proposal - Dr. Jovan Wells, Dr. Kimberly Caddell, Dr. Melissa Hill, Dr. Bonnie Martinez, Veronica Joyner	65
C. Consider Approval to Allow Inter-District Transfers for the Garland Independent School District - Dr. Susanna Russell	90
D. Consider Approval of Waiver to Request Hybrid Instruction During District-Scheduled Testing Days for K–8th Grade Students - Dr. Babetta Hemphill	99
E. Consider Approval of Waiver to Request for 40% Campus Hybrid Instruction for 9th-12th Grade Students - Dr. Babetta Hemphill	107
F. Consider Approval of Resolution Concerning Waiver of Local Board Policy to Require Two Readings of Policy before Adoption - Lisa Ray	114
G. Consider Approval of Board Policies: DGBA (Local), GF(Local), CJ (Local), FC (Local), FDA (Local), FL (Local), CFC (Local) - Lisa Ray	117
H. Consider Approval of 2021-2022 Raise Scenarios - Brandy Mayo, Dr. Gradyne Brown, Dr. Brent Ringo	152
I. Consider Approval of Budget Transfers and Amendments to the 2020-2021 General Fund – Brandy Mayo	181
J. Consider Approval of Tax Refunds for Overpayments or Erroneous Payments – Kristi Cooper	186
K. Consider Approval of Resolution Authorizing the Write-Off of Delinquent Taxes – Kristi Cooper	189
L. Consider Approval of Statutory Write-Off of Delinquent Taxes – Kristi Cooper	192
M. Consider Approval of Disposal of Buses – Mark A. Booker	209

N. Consider Approval of Storefront and P-Tech/ECHS Project at Rowlett High School – Javier Fernandez and Carmen Blakey	212
O. Consider Approval of the Naming Recommendation for the Rowlett High School Baseball Field - Ray Merrill, Dr. Susanna Russell	214
P. New Bids	
1. Contract #11-21 – Consider Approval of Purchase of Hazardous Materials Abatement, Removal, Disposal and Other Related Services – Javier Fernandez	238
2. Contract #30-21 – Consider Approval of Purchase of Online Data Analysis for Student and Staff Development and Evaluation – Dr. Kimberly Caddell	245
3. Contract #113-21 – Consider Approval of Purchase of Technology Ticket System – Matt Yeager	249
Q. Increase to Awarded Bids	
1. Contract #207-18 – Consider Approval of Increase in Awarded Amount for HVAC Maintenance, Repair and Building Automation Services – Paul Gonzales	252
2. Contract # 397-21 – Consider Approval of Increase in Awarded Amount for Online Integrated Learning Management System – Dr. Jovan Grant-Wells	256
R. Modification to Existing Awarded Bid	
1. Contract #15-21 – Consider Modification to Internet Service Provider – Matt Yeager	260
IX. 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.	
B. 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.	
1. Consultation and deliberation regarding administrative recommendations including Boys Athletic Coordinator Head Football Coach, Rowlett High School.	
2. Consideration and deliberation regarding the proposed contract non-renewal of Aaron Green (dual contract).	
3. Discussion regarding possible reassignment.	
X. Reconvene from Executive Session for action relative to items considered during Executive Session	
A. Consideration and possible action regarding administrative recommendations including Boys Athletic Coordinator Head Football Coach, Rowlett High School.	

B. Consideration and possible action regarding the proposed contract non-renewal of Aaron Green (dual contract).

XI. Adjournment



**Garland Independent School District
Board of Trustees**

Date of Meeting: April 27, 2021
Agenda Item: Evidence of Excellence Award
Agenda Section: Information Item
Administrator Responsible: Renee Kotsopoulos, Director of Health Services

Superintendent's Goal:

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

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:

Three extraordinary Garland ISD school nurses Mallory Mikesell, Gina Logan, and Lara Kogel received the Sachse Community Hero Award. This award recognizes essential frontline workers that have been true HEROES during the COVID-19 Pandemic.

Administrative Recommendations:

For your information.



**Garland Independent School District
Board of Trustees**

Date of Meeting: February 27, 2021
Agenda Item: Going the Extra Mile (GEM) Recognition
Agenda Section: Information Item
Administrator Responsible: Sherese Lightfoot, Executive Director of Communications and Public Relations

Board Goal Objective:

OBJECTIVE A: EARLY LITERACY (Reading)

Percent of students in grade 3 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Reading.

OBJECTIVE B: EARLY LITERACY (Writing)

Percent of students in grade 4 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Writing.

OBJECTIVE C: ENGLISH LANGUAGE ACQUISITION

Percent of ELL students demonstrating English language acquisition, as measured by yearly progress indicator on the Texas English Language Proficiency Assessment System (TELPAS).

OBJECTIVE D: SCIENTIFIC UNDERSTANDING

Percent of students in grade 8 demonstrating scientific understanding as measured by Meets Grade Level performance on STAAR Science.

OBJECTIVE E: MATHEMATICAL PROFICIENCY

Percent of students demonstrating mathematical proficiency as measured by Meets Grade Level performance by the end of grade 9 on STAAR Algebra I EOC.

OBJECTIVE I: GRADUATION OUTCOMES

Percent of students successfully completing graduation and College, Career, Military Ready (CCM-R) requirements.

Superintendent's Goal:

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 Going the Extra Mile (GEM) recognition is a district acknowledgement of those outstanding Garland ISD employees who display superior commitment, innovation, leadership, work ethic, accomplishments and/or initiative.

Garland ISD GEM (Going the Extra Mile) Recognition is open to any GISD employee, and anyone can nominate an employee as a GEM. Those selected are notified and recognized at a GISD Board of Trustees meeting once a month.

Carla Green and Casady Templeton, Meeting and Caterings Services teachers (MACS), at Harris Hill, were nominated by Communications & PR for going above and beyond every day to ensure our MACS students are improving academically and functionally everyday. They facilitate the hands on job training that includes meal preparation, furniture and refreshments set-up of conference rooms, and mobile beverage and snack service.

Administrative Recommendation:

Provided for your consideration.



**Garland Independent School District
Board of Trustees**

Date of Meeting: April 27, 2021

Agenda Item: Introduction of District Administrators

Agenda Section: Information Item

Administrator Responsible: Dr. Gradyne E. Brown
Assistant Superintendent, Human Resources

OBJECTIVE I: GRADUATION OUTCOMES

Percent of students successfully completing graduation and College, Career, Military Ready (CCM-R) requirements.

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:

The Human Resources Department will be introducing the following new Garland ISD administrators to the Board of Trustees and to the community.

Director of Communications—Jason Wheeler

Boys Athletic Coordinator Head Football Coach, Lakeview Centennial High School—Anthony Saincilaire

Administrative Recommendations:

Provided for your information.



Garland Independent School District Board of Trustees

Date of Meeting: April 27, 2021

Agenda Item: Receive 2021 Best Wellness Employer Silver Certification

Agenda Section: Information Item

Administrator Responsible: Ms. Allison Davenport
Executive Director of Finance

Ms. Elizabeth Kiertscher
Coordinator of Employee Wellness & Nutrition

Board Goal Objective:

Not Applicable.

Superintendent's Goals:

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:

I am pleased to inform you that the Garland Independent School District has earned a 2021 Best Wellness Employer Silver Certification. The Garland ISD Employee Wellness program achieved standard to above average rankings in each of the four survey categories: Assessment, Strategy, Implementation, and Evaluation. This achievement indicates that the district has a solid strategy & commitment to employee wellbeing and displays a developed plan for assessing & implementing wellness strategies. The silver certification for workplace wellness includes objective measurements and sufficient evidence that a healthy culture has been established and maintained. Attached is our 2021 Best Wellness Employer Silver Certification.

This agenda item will be presented to the Finance Committee for review on April 13, 2021.

Administrative Recommendations:

Provided for your information.

April 6, 2021

To: Dr. Brent Ringo, Chief Financial Officer
Allison Davenport, Executive Director of Finance

From: Liz Kiertscher, Coordinator of Employee Wellness and Nutrition

Re: Best Wellness Employer Silver Certification 2021

The Garland ISD Employee Wellness department's vision is to build a culture of health and well-being that benefits all Garland ISD employees. We work to meet our goals by providing tools that support and empower all district employees' total well-being through awareness, education, and motivation while creating an environment where health is a priority. The Employee Wellness department is committed to providing comprehensive, evidence-based solutions that utilize partnerships, knowledge and experience. Working with local, state and national organizations, we offer the GISD Wellness, TRS ActiveCare Wellness and Employee Assistance programs, as well as other services from independent healthcare professionals. The district's Employee Wellness coordinator is a credentialed health care professional as a registered and licensed dietitian, certified personal trainer and certified wellness program coordinator.

The Employee Wellness department is certified at the Silver level as a Best Wellness Employer through Wellness Workdays' certification and research program sponsored by Harvard Health for the second year in a row. We are the only K-12 education institution to receive this certification for 2021. To participate in this certification program, employers answer questions about the assessment, strategy, implementation and evaluation plan for their employee wellness programs and initiatives. Employers that demonstrate strong wellness program foundations and practices, based on the workplace health model, receive certification as Best Wellness Employers. GISD's Employee Wellness department has a mission, vision, health improvement plan with goals and an established Employee Wellness Committee that meets quarterly. We have a designated budget, leadership support and an effective communication plan. The department implements programming and initiatives in all dimensions of well-being including, preventive care, mental health, financial wellness, fitness and nutrition, mindfulness, self-care, and more. We continuously evaluate our programs and initiatives throughout the year, ask for employee feedback, and benchmark our program against evidenced based standards. With this strong foundation, comprehensive programming and goals of continuous improvement we scored in the top quartile of all applicants.

BEST WELLNESS EMPLOYER



Wellness
Workdays™

IN COLLABORATION WITH EXPERTS FROM
HARVARD MEDICAL SCHOOL

SILVER

2021



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Garland Independent School District Board of Trustees

Date of Meeting: April 27, 2021

Agenda Item: Receive Texas Comptroller Transparency Stars Award for Contracts and Procurement

Agenda Section: Information Item

Administrator Responsible: Mr. Mark A. Booker
Executive Director of Purchasing

Board Goal Objective:

Not Applicable.

Superintendent's Goal:

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

Superintendent Goal #3 – Board Relations

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

Superintendent Goal #4 – Educational Leadership

The superintendent provides leadership and direction for an educational system that is based on desired student achievement.

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:

We are pleased to announce that the Garland Independent School District has earned a Transparency Stars Award in the area of Contracts and Procurement from the Texas Comptroller of Public Accounts. The Comptroller's website now displays our award status.

This is the first time Garland ISD has achieved this award from the Comptroller's office. Also, for this year, GISD is only 1 of 5 school districts to achieve this status, and only 25 public entities in the State have earned the transparency star for contracts and procurement. Attached is our Transparency Stars Award Certificate.

This agenda item was presented to the Finance Committee for review on April 13, 2021.

Administrative Recommendations:

Provided for your information.



March 11, 2021

Mr. Mark Booker
Executive Director of Purchasing
Garland Independent School District
501 S. Jupiter Rd.
Garland, Texas 75042-7108

Dear Mr. Booker:

I am pleased to inform you that Garland Independent School District has earned a Transparency Stars Award in the area of Contracts and Procurement. Our website now displays your award status and the link you submitted in your application. Enclosed is your Transparency Stars Award Certificate. You will also receive a digital Transparency Stars seal you may post on your website.

Note that you are required to maintain and update your transparency content to retain your Star. Comptroller staff will perform regular checks of your site.

Congratulations on your success in demonstrating exemplary efforts toward financial transparency.

Sincerely,

Glenn Hegar

Enclosure





Transparency Stars

The Texas Comptroller of Public Accounts
awards the **Garland ISD** the
Contracts & Procurement Star

for exemplary efforts in creating financial transparency around public spending in this area. The Transparency Stars program recognizes local governments across Texas that are striving to meet a high standard for financial transparency online. These efforts provide citizens with clear, consistent information about public spending in user-friendly formats.



March 11, 2021



Garland Independent School District Board of Trustees

Date of Meeting:	April 27, 2021
Agenda Item:	Announce Board Member Continuing Education Credit Hours
Agenda Section:	Information Item
Administrator Responsible:	Mechelle Hogan Board Services Manger

Summary/Background Information:

SB 1566 requires school boards report continuing education credits at the last regular Board Meeting before the election of Trustees. GISD will hold a Special Election to fill a vacancy and General Trustee election Saturday May 1, 2021. Due to the COVID-19 Pandemic Governor Greg Abbott's issued a proclamation allowing school district's to postpone their May 2020 elections to November 2020. As a result, Garland ISD postponed the May 2020 Election to November 2020. The following announcement will cover the May 2020 election period to present.

Administrative Recommendations:

For information only.



Garland Independent School District Board of Trustees

Date of Meeting:	April 27, 2021
Agenda Item:	Trustees' Report
Agenda Section:	Discussion Item
Administrator Responsible:	Dr. Ricardo López Superintendent
Board Goal Objective:	

OBJECTIVE A: EARLY LITERACY (Reading)

Percent of students in grade 3 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Reading.

OBJECTIVE B: EARLY LITERACY (Writing)

Percent of students in grade 4 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Writing.

OBJECTIVE C: ENGLISH LANGUAGE ACQUISITION

Percent of ELL students demonstrating English language acquisition, as measured by yearly progress indicator on the Texas English Language Proficiency Assessment System (TELPAS).

OBJECTIVE D: SCIENTIFIC UNDERSTANDING

Percent of students in grade 8 demonstrating scientific understanding as measured by Meets Grade Level performance on STAAR Science.

OBJECTIVE E: MATHEMATICAL PROFICIENCY

Percent of students demonstrating mathematical proficiency as measured by Meets Grade Level performance by the end of grade 9 on STAAR Algebra I EOC.

OBJECTIVE F: POSTSECONDARY READINESS (SAT Exams)

Percent of students demonstrating postsecondary readiness exam success, as measured by meeting college ready benchmarks through 11TH grade SAT School Day.

OBJECTIVE G: POSTSECONDARY READINESS (AP Exams)

Percent of students demonstrating postsecondary readiness exam success, as measured by AP exams with qualifying criterion scores.

OBJECTIVE H: STUDENT MANAGEMENT

Percent of discretionary exclusionary consequences as measured by ISS, OSS, and DAEP.

OBJECTIVE I: GRADUATION OUTCOMES

Percent of students successfully completing graduation and College, Career, Military Ready (CCM-R) requirements.

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

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 #4 – Educational Leadership

The superintendent provides leadership and direction for an educational system that is based on desired student achievement.

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:

Trustees report to other trustees, the administrative staff and the public of activities that impact the Board's governance of the District. Trustees may report on the following subjects:

1. Trustee attendance at recent district and community events.
2. Announcement of upcoming district and community events.
3. Recognition of outstanding performance by district staff and students.
4. Recognition of new programs and special activities.
5. Message from Board President.

Administrative Recommendations:

For discussion.



Garland Independent School District Board of Trustees

Date of Meeting:	April 27, 2021
Agenda Item:	Superintendent's Report
Agenda Section:	Discussion Item
Administrator Responsible:	Dr. Ricardo López Superintendent
Board Goal Objective:	

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Summary/Background Information:

Dr. López will provide an update on District and community events.

Administrative Recommendations:

Provided for your information and discussion.



Garland Independent School District Board of Trustees

Date of Meeting:	April 27, 2021
Agenda Item:	Future Agenda Items
Agenda Section:	Discussion Item
Administrator Responsible:	Dr. Ricardo López Superintendent
Board Goal Objective:	

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

Summary/Background Information:

Trustees may submit items to be placed on future Board Meeting agendas.

Administrative Recommendations:

For discussion.



**Garland Independent School District
Board of Trustees**

Date of Meeting: April 27, 2021
Agenda Item: Human Resources Report
Agenda Section: Consent Agenda
Administrator Responsible: Dr. Gradyne Brown
Assistant Superintendent Human Resources

Board Goal Objective:

OBJECTIVE I: GRADUATION OUTCOMES

Percent of students successfully completing graduation and College, Career, Military Ready (CCM-R) requirements.

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:

Please see attached recommendations for the new personnel, terminations, leaves of absence, and resignations for the 2020-21 school year.

Administrative Recommendations:

Administration recommends approval.

PERSONNEL ADMINISTRATION
RECOMMENDED PROFESSIONAL PERSONNEL

New Hires						
Name	Exp	College	Degree	Job Title	School/Dept.	Effective Date
Administrative New Hires						
Name	Exp	College	Degree	Job Title	School/Dept.	Effective Date
Carbajal, Erica	7	Concordia Univ.	MEd	Student Services Coordinator	Student Services	4/5/2021
		Baylor Univ.	BBA			
Rowe, James	32	N/A	N/A	Assistant Director Fleet Ops.	Transportation	4/5/2021
Wheeler, Jason	16	A&M - College Station	BBA	Director of Communications	Communications	4/5/2021
Administrative Appointments/Transfers						
Name		Current Position		Recommended Position		Effective Date
Murray, Angela		ECM Coordinator		Assistant Director Data Administrative Systems		3/29/2021

PERSONNEL ADMINISTRATION
RECOMMENDED TERMINATIONS, RESIGNATIONS AND RETIREMENTS

<u>Name</u>	<u>Job Title</u>	<u>School/Dept.</u>	<u>Experience</u>	<u>Reasons</u>	<u>Effective Date</u>
Abdanan, Hannah K.	Teach/Reading	Bussey M.S.	1 year with GISD	Resignation/ Personal	6/9/2021
Adams, Patricia L.	Teach/Special Ed. ABC	Rowlett Elem.	19 years/18 with GISD	Resignation/ Moving Out of State	6/9/2021
Adenouga, Talibah R.	Teach/Business Ed.	Hudson M.S.	11 years/3 with GISD	Resignation/ End of Assignment	6/9/2021
Adebiyi, Adewale	Oracle Database Administrator	Oracle	4 years/3 with GISD	Resignation/ Personal	4/20/2021
Allen, Felicia R.	Teach/Special Ed. ALE	Centerville Elem.	11 years/1 with GISD	Resignation/ Other	6/9/2021
Anderson, Amy E.	Teach/Math	Garland H.S.	22 years/17 with GISD	Resignation/ Relocation	6/9/2021
Anderson, Lindsay J.	Librarian	Sewell Elem.	9 years with GISD	Resignation/ Moving Out of State	6/9/2021
Arevalo, Federico H.	Teach/2nd Grade Bilingual	Davis Elem.	19 years with GISD	Retirement	6/9/2021
Baines Patton, Kathryn J.	Teach/English	Garland H.S.	6 years with GISD	Resignation/ Moving Out of State	6/9/2021
Barrett, Bonnie A.	Principal	Daugherty Elem.	36 years/20 with GISD	Retirement	6/30/2021
Bataillard, Cynthia V.	Librarian	Lakeview Cent. H.S.	10 years/3 with GISD	Resignation/ Not Working	6/9/2021
Birdsong, Amanda R.	Teach/KN	Sewell Elem.	19 years with GISD	Resignation/ Other TX School	6/9/2021
Borthwick, Ashley M.	Teach/Special Ed. ABC	Schrade M.S.	4 years with GISD	Resignation/ Unsatisfied with Job	6/9/2021
Brooks, Carole E.	Speech Lang. Pathologist	Pearson Elem.	4 years/3 with GISD	Resignation/ Career Change	6/9/2021
Brunson, Kory R.	Teach/Social Studies/Coach	Lakeview Cent. H.S.	6 years with GISD	Resignation/ Other TX School	6/11/2021
Bryner, Lively H.	Teach/Technology Ed.	Rowlett H.S.	2 years/1 with GISD	Resignation/ Finish Year Only	6/9/2021
Burchett, Lindsie M.	Teach/Math	North Garland H.S.	10 years/4 with GISD	Resignation/ Relocation	6/9/2021
Butler, Gloria D.	Teach/3rd Grade	Couch Elem.	28 years/1 with GISD	Resignation/ Personal	4/9/2021
Butt, Iqra Z.	Teach/4th Grade	Sewell Elem.	1 year with GISD	Resignation/ Other	6/9/2021
Carmon, Paul D.	Teach/Social Studies/Coach	Rowlett H.S.	30 years/25 with GISD	Retirement	6/11/2021
Carter, Kimber N.	Teach/Special Ed. ALE	Bullock Elem.	2 years/1 with GISD	Resignation/ End of Assignment	6/9/2021
Charles, Kimberly A.	Teach/2nd Grade	Steadham Elem.	25 years/24 with GISD	Retirement	6/9/2021

PERSONNEL ADMINISTRATION
RECOMMENDED TERMINATIONS, RESIGNATIONS AND RETIREMENTS

Christy, Janie K.	Teach/Music	Abbett Elem.	18 years/14 with GISD	Retirement	6/9/2021
Conde-Jahn, Aura M.	Teach/1st Grade Bilingual	Spring Creek Elem.	31 years/23 with GISD	Retirement	6/9/2021
Cordova, Rene S.	Teach/Social Studies/Coach	Rowlett H.S.	35 years/9 with GISD	Retirement	6/11/2021
Cottrell, Usha	Teach/Art	Cooper Elem.	14 years/6 with GISD	Resignation/ Health Reasons	6/9/2021
Curtis, Kayla J.	Teach/PE	Rowlett Elem.	6 years/2 with GISD	Resignation/ Spouse Transferred	4/23/2021
Daugherty, Michele A.	Counselor	Austin Academy	31 years wigh GISD	Retirement	6/11/2021
Dunavant, Scott D.	Teach/Social Studies/Coach	Rowlett H.S.	10 years/7 with GISD	Resignation/ Relocation	6/11/2021
Ellis, William W.	Teach/Science/Coach	Lakeview Cent. H.S.	17 years/9 with GISD	Resignation/ Other TX School	6/11/2021
Finch, Korey E.	Teach/Reading	Bussey M.S.>	2 years/1 with GISD	Resignation/ Personal	6/9/2021
Foreman, Sandra B.	Counselor	Austin Academy	17 years/ 15 with GISD	Retirement	6/11/2021
Fox, Kenny W.	Teach/2nd Grade	Bullock Elem.	1 year with GISD	Resignation/ Other	6/9/2021
Fuentes, Jacqueline M.	Nurse	Rowlett H.S.	23 years with GISD	Retirement	6/9/2021
Gerron, Michael G.	Network Infra. Engineer	Network& Comm. Infrastructure	26 years/1 with GISD	Resignation/ Personal	4/23/2021
Haddox, II, James W.	Teach/1st Grade	Back Elem.	24 years/15 with GISD	Resignation/ Personal	6/9/2021
Hammer, Susan A.	Speech Lang Pathologist	Hickman Elem.	29 years/16 with GISD	Retirement	6/9/2021
Hedrick, Andrew W.	Teach/Asst. Band	Webb M.S.	4 years/2 with GISD	Resignation/ Career Change	6/17/2021
Hefner, Erica M.	Diagnostician	Special Education	4 years/1 with GISD	Resignation/ Personal	6/10/2021
Hernandez, Zachary A.	Teach/Math	North Garland H.S.	4 years with GISD	Resignation/ Spouse Transferred	6/9/2021
Hernandez Ramos, Jose E.	Teach/Spanish	Rowlett H.S.	1 year with GISD	Resignation/ Personal	6/9/2021
Hubener, Robyn K.	Teach/KN	Northlake Elem.	2 years with GISD	Resignation/ Spouse Transferred	6/9/2021
Jackman, Diana P.	Teach/3rd Grade Bilingual	Dorsey Elem.	20 years/5 with GISD	Resignation/ Other	6/9/2021
Jennings, Terrance L.	Teach/Choir	Naaman Forest H.S.	20 years/16 with GISD	Resignation/ Other TX School	6/11/2021
Johnson, Kevin W.	Audiologist	Special Education	26 years with GISD	Retirement	6/23/2021

PERSONNEL ADMINISTRATION
RECOMMENDED TERMINATIONS, RESIGNATIONS AND RETIREMENTS

Jones, Ronnie J.	Teach/Speech Debate/Coach	Lakeview Cent. H.S.	31 years/6 with GISD	Resignation/ Other TX School	6/11/2021
Joplin, Diane L.	Teach/5th Grade	Kimberlin Academy	36 years/1 with GISD	Retirement	6/9/2021
Jordan, Brenda F.	Teach/Special Ed. CBSE	Shugart Elem.	23 years with GISD	Retirement	6/9/2021
Karker, Ilana D.	Teach/4th Grade	Montclair Elem.	8 years/2 with GISD	Resignation/ Not Working	6/9/2021
Kendrick, Alana	Librarian	Lyles M.S.	43 years/37 with GISD	Retirement	6/9/2021
Kroger, Canda G.	Teach/3rd Grade	Sewell Elem.	7 years/4 with GISD	Resignation/ Personal	6/9/2021
LaBarbera, Sherri R.	Counselor	Heather Glen Elem.	28 years/8 with GISD	Retirement	6/11/2021
Langston, Amanda J.	Teach/Montessori Upper Elem.	Luna Elem.	3 years/1 with GISD	Resignation/ Other TX School	6/9/2021
Leigh, Angela K.	Teach/ESL	CC @ Brandenburg	22 years/20 with GISD	Resignation/ Personal	6/9/2021
Lewis, Lara R.	Teach/Special Ed. PPCD Pre-K	Parsons Pre-K	8 years/4 with GISD	Resignation/ Other	6/9/2021
Martin, Dianne H.	Teach/Latin	Naaman Forest H.S.	21 years with GISD	Retirement	6/9/2021
Martin, Pamela J.	Teach/English	Webb M.S.	28 years/27 with GISD	Retirement	6/9/2021
Martinez, Evelyn	Teach/Science	Bussey M.S.	1 year with GISD	Resignation/ Professional Development	6/9/2021
McAlister, William P.	Teach/Social Studies	Webb M.S.	6 years/2 with GISD	Resignation/ Moving Out of State	6/9/2021
McCain, Suzzette M.	Teach/KN	Pearson Elem.	4 years/3 with GISD	Resignation/ Health Reasons	6/9/2021
McCoy, Kellye S.	Teach/Social Studies	South Garland H.S.	9 years with GISD	Resignation/ Spouse Transferred	4/16/2021
McElroy, Valerie D.	Teach/PE	Beaver T.C.	23 years/9 with GISD	Retirement	6/9/2021
McKeen, Monti G.	Teach/Science	O'Banion M.S.	15 years/14 with GISD	Retirement	6/9/2021
McKenzie, Lewis (Brooks)	Teach/PPCD	Southgate Elem.	1 year with GISD	Resignation/ Other	6/9/2021
McNatt, Michelle O.	Teach/2nd Grade	Spring Creek Elem.	2 years with GISD	Resignation/ Personal	6/9/2021
Medina, Cindy T.	Teach/Spanish	Garland H.S.	8 years/5 with GISD	Resignation/ Personal	6/9/2021
Medford, Shatoya D.	Teach/Social Studies/Coach	Bussey M.S.	1 year with GISD	Resignation/ Personal	6/9/2021
Mohan, Virginia (Ginger) D.	Counselor	Davis Elem.	28 years/25 with GISD	Retirement	6/11/2021

PERSONNEL ADMINISTRATION
RECOMMENDED TERMINATIONS, RESIGNATIONS AND RETIREMENTS

Moseley, Shanna S.	Teach/Special Ed. CBSE Idea B	Spring Creek Elem.	4 years with GISD	Resignation/ Personal	6/9/2021
Murray, Kimberly D.	Teach/English	CC @ Brandenburg M.S.	12 years/9 with GISD	Resignation/ Spouse Transferred	6/9/2021
Murry, Johnny	Teach/5th Grade Teacher	Montclair Elem.	2 years with GISD	Resignation/ Other TX School	6/9/2021
Northcutt, Emily E.	Teach/Social Studies	CC @ Brandenburg	3 years with GISD	Resignation/ Career Change	6/9/2021
Odenwald, Robert C.	Executive Director	Athletics	43 years/26 with GISD	Retirement	6/30/2021
Olveda Guerra, Aileen A.	Teach/1st Grade	Montclair Elem.	2 years/1 with GISD	Resignation/ Expiration of Employment Authorization	6/9/2021
Osborn, Tracey R.	Teach/Social Studies	Rowlett H.S.	19 years with GISD	Retirement	6/9/2021
Pasapula, Ravindranath	Lead Business Analyst Developer	Oracle Technology	1 year with GISD	Resignation/ Other	4/15/2021
Penner, Susan R.	Teach/Dyslexia	Hudson M.S.	29 years/28 with GISD	Retirement	6/9/2021
Phillips, Cynthia M.	Teach/KN	Armstrong Elem.	12 years/10 with GISD	Resignation/ Moving out of State	6/9/2021
Pilcher, Juliana D.	Teach/Reading	Jackson T.C.	30 years/16 with GISD	Retirement	6/9/2021
Pinto, Lucia B.	Teach/1st Grade Bilingual	Handley Elem.	38 years/22 with GISD	Resignation/Personal	6/9/2021
Prettyman, Chelsea D.	Teach/Theater Drama	Naaman Forest H.S.	8 years/6 with GISD	Resignation/ Career Change	6/11/2021
Pride, Grace E.	Teach/1st Grade	Abbett Elem.	5 years with GISD	Resignation/ Personal	6/9/2021
Pruitt, Judith C.	Teach/Orchestra	Kimberlin Academy	36 years/30 with GISD	Retirement	6/11/2021
Ragsdale, Helen L.	Teach/1st Grade	Sewell Elem.	48 years/36 with GISD	Retirement	6/9/2021
Ramirez, Kelly A.	Teach/Social Studies	North Garland H.S.	25 years/15 with GISD	Retirement	6/9/2021
Rawls, Taurance G.	Teach/PE/Coach	Lakeview Cent. H.S.	11 years with GISD	Resignation/ Other TX School	6/11/2021
Reyes, Kassandra	Teach/Science/Coach	South Garland H.S.	5 years/2 with GISD	Resignation/ Personal	6/9/2021
Robinson, Cludie E. (Beth)	Teach/Reading	Sellers M.S.	9 years/6 with GISD	Deceased	3/22/2021
Robles, Rosaelia	Teach/Pre-K Bilingual	Parsons Pre-K	26 years with GISD	Retirement	6/9/2021
Rodriguez, Yaqueline	Teach/2nd Grade Bilingual	Roach Elem.	11 years with GISD	Resignation/ Unsatisfied with Job	6/9/2021
Ruff, Anne N.	Teach/Dyslexia	Sachse H.S.	12 years/8 with GISD	Resignation/ Career Change	6/9/2021

PERSONNEL ADMINISTRATION
RECOMMENDED TERMINATIONS, RESIGNATIONS AND RETIREMENTS

Sams, Aaron M.	Teach/Social Studies/Coach	Sachse H.S.	17 years/4 with GISD	Resignation/ Other TX School	4/1/2021
Schaefer, Gregory R.	Teach/Reassignment Rm/Coach	Rowlett H.S.	15 years with GISD	Resignation/ Career Change	6/11/2021
Schilling, Clyde	Interim Principal	Northlake Elem.	36 years/28 with GISD	Resignation/ FYO	6/25/2021
Schkade, Lea Ann	Director	Intervention	37 years/35 with GISD	Retirement	6/30/2021
Scott, Jennifer L.	Teach/2nd Grade	Club Hill Elem.	4 years/3 with GISD	Resignation/ Career Change	6/9/2021
Shade, Thomas D.	Teach/Technology Education	Naaman Forest H.S.	40 years/23 with GISD	Retirement	6/9/2021
Sims, Sandra D.	Teach/Intervention Specialist	Bradfield Elem.	36 years/28 with GISD	Retirement	6/9/2021
Singleton, Taylor N.	Teach/English	CC @ Brandenburg	2 years with GISD	Resignation/ Personal	6/9/2021
Smith, Amy T.	Teach/Special Ed. CBSE Idea B	Northlake Elem.	37 years with GISD	Retirement	6/9/2021
Smith, Cynthia C.	Teach/5th Grade	Watson MST	2 years/1 with GISD	Resignation/ Professional Development	6/9/2021
Springfield, Brent A.	Teach/Credit Recovery/Coach	North Garland H.S.	14 years/9 with GISD	Resignation/ Career Change	6/11/2021
Stephens, Douglas A.	Boys Athletic Coordinator/Coach	Rowlett H.S.	39 years/17 with GISD	Retirement	6/24/2021
Stough, Judy K.	Teach/Intervention Specialist	Spring Creek Elem.	17 years/14 with GISD	Retirement	6/9/2021
Thorman, Lillian	Teach/4th Grade	Southgate Elem.	1 year with GISD	Resignation/ Moving Out of State	6/9/2021
Tresenriter, Deborah G.	Teach/1st Grade	Kimberlin Academy	19 years with GISD	Retirement	6/9/2021
Ugolik, Anastasia V.	Teach/3rd Grade	Roach Elem.	2 years with GISD	Resignation/ Moving Out of State	6/9/2021
Wade, Shannon R.S.	Teach/Social Studies	Rowlett H.S.	24 years with GISD	Retirement	6/9/2021
Warren, Nancy B.	Teach/Intermediate Support	Intervention	28 years/16 with GISD	Retirement	6/21/2021
Williams, Dwight D.	Teach/English	Sachse H.S.	27 years/20 with GISD	Retirement	6/9/2021
Williams, Janet L.	Teach/Special Ed. ABC	Cooper Elem.	20 years/0 with GISD	Resignation/ Health Reasons	3/31/2021
Wood, Moriah R.	Teach/2nd Grade	Watson MST	2 years/1 with GISD	Resignation/ Other	6/9/2021

PERSONNEL ADMINISTRATION
RECOMMENDED TERMINATIONS, RESIGNATIONS AND RETIREMENTS

Professional Resignation/Retirements:		Approved to Date:	207		
		Current:	107		
B. Support Personnel					
<u>Name</u>	<u>Job Title</u>	<u>School/Dept.</u>	<u>Experience</u>	<u>Reasons</u>	
Galyon, Tracy O.	PE Aide	Abbett Elem.	25 years with GISD	Retirement	6/9/2021
Gavlick, Laurie	Registrar	Rowlett H.S.	15 years with GISD	Resignation Personal	6/18/2021
ParaProfessional Resignation/Retirements:		Approved to Date:	13		
		Current:	2		
*Date Correction					
Other TX School - has informed us of taking a position at another Texas school district					
Personal - used at the discretion of the employee and no specific reason given or shared					
Career Change - has informed us of taking a position outside of education					



**Garland Independent School District
Board of Trustees**

Date of Meeting: April 27, 2021
Agenda Item: Approval of MOU for Holdsworth Center
Agenda Section: Action Items
Administrator Responsible: Dr. Susanna Russell
Chief Leadership Officer

Board Goal Objective:

OBJECTIVE A: EARLY LITERACY (Reading)

Percent of students in grade 3 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Reading.

OBJECTIVE B: EARLY LITERACY (Writing)

Percent of students in grade 4 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Writing.

OBJECTIVE C: ENGLISH LANGUAGE ACQUISITION

Percent of ELL students demonstrating English language acquisition, as measured by yearly progress indicator on the Texas English Language Proficiency Assessment System (TELPAS).

OBJECTIVE D: SCIENTIFIC UNDERSTANDING

Percent of students in grade 8 demonstrating scientific understanding as measured by Meets Grade Level performance on STAAR Science.

OBJECTIVE E: MATHEMATICAL PROFICIENCY

Percent of students demonstrating mathematical proficiency as measured by Meets Grade Level performance by the end of grade 9 on STAAR Algebra I EOC.

OBJECTIVE F: POSTSECONDARY READINESS (SAT Exams)

Percent of students demonstrating postsecondary readiness exam success, as measured by meeting college ready benchmarks through 11TH grade SAT School Day.

OBJECTIVE G: POSTSECONDARY READINESS (AP Exams)

Percent of students demonstrating postsecondary readiness exam success, as measured by AP exams with qualifying criterion scores.

OBJECTIVE H: STUDENT MANAGEMENT

Percent of discretionary exclusionary consequences as measured by ISS, OSS, and DAEP.

OBJECTIVE I: GRADUATION OUTCOMES

Percent of students successfully completing graduation and College, Career, Military

Ready (CCM-R) requirements.

Superintendent's Goal:

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

Superintendent Goal #4 – Educational Leadership

The superintendent provides leadership and direction for an educational system that is based on desired student achievement.

Superintendent Goal #5 – District Management

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

Summary/Background Information:

Garland ISD is one of only six Texas school districts to be accepted into the third cohort of the prestigious Holdsworth Center. The Holdsworth Center is a non-profit organization founded by Charles Butt, and named for his mother – dedicated to improving Texas public schools through strengthening leadership development and cultivation. Holdsworth's model of development focuses on stretching the thinking of leaders, challenging them to expand their views of possibilities related to leading school innovation. This partnership will be a five-year commitment to engage with the Center to build a strategic pipeline in the District, and is provided at no cost to Garland ISD through the Holdsworth Center. This MOU establishes the parameters of that partnership.

Administrative Recommendations:

Administration recommends approval.

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE HOLDSWORTH CENTER AND
THE GARLAND INDEPENDENT SCHOOL DISTRICT
(COHORT III)**

This Memorandum of Understanding (“MOU”) is by and between The Holdsworth Center (“Center”) and the Garland Independent School District (“District”). The effective date of this MOU is April 30, 2021 (“Effective Date”). In this MOU, the Center and the District are each referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, the Center’s mission is to impact, over time, the quality of public education for all Texas students by supporting and developing educational leaders; and

WHEREAS, the Center pursues this mission by providing the opportunity to select Texas public school districts to partner with the Center in order support and develop educational leaders within the partner District; and

WHEREAS, the Center delivers a variety of services to participating school districts, including three core programs described in greater detail in this MOU: a district leadership program, a campus leadership program, and a district support program (collectively referred to as the “Program”); and

WHEREAS the District wishes to commit to serve as a partner district in the Program; and

WHEREAS, the District and the Center desire to describe the commitments by each Party in order to facilitate the success of the Program;

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained in the MOU, the Parties agree as follows:

**ARTICLE 1
INCORPORATION**

1.1. The foregoing Recitals are incorporated into the MOU for all purposes as if fully set forth in the Articles of the MOU. In addition, the following exhibits itemized below are hereby incorporated into and made part of the MOU for all purposes as if fully set forth in this MOU:

- Exhibit A** – Program Components Description and Timeframes
- Exhibit B** – Data Sharing Agreement

1.2. To the extent that any provision of Exhibit A conflicts with the provisions of this MOU, this MOU will control. To the extent that any provision of Exhibit B conflicts with the provisions of this MOU, Exhibit B will control.

**ARTICLE 2
PURPOSE AND PROGRAM DESCRIPTION**

2.1. The purpose of this MOU is to describe the commitments made by the Center and the District including how certain information that the Parties exchange will be kept confidential, so that designated leaders of the District can participate in the Program. The Program will include, but not be limited to the following components:

- a. **District Leadership Program**: a two-year commitment by the Center and the District to participation by the District’s superintendent and five members of the superintendent’s central office team, as proposed by the superintendent and approved by the Center, in all components of the Center’s district leadership program. This program will begin in year one of the Term of this MOU.

- b. **Campus Leadership Program**: a four-year commitment by the Center and the District to participation by the District’s selected campuses, principals and campus teams in all components of the Center’s campus leadership program. This program will generally include four cohorts of campuses, principals, and their campus teams attending the program over staggered two-year phases during the four-year commitment period. The first cohort will begin the program in the summer of 2022, the second and third cohorts in the summer of 2023, and the fourth cohort in the summer of 2024 in accordance with the following table:

Partnership Year	School Year	CLP Cohorts Program Year 1	CLP Cohorts Program Year 2
Cohort III, partnership year 1	2021-2022		
Cohort III, partnership year 2	2022-2023	CLP Cohort 3.1, year 1	
Cohort III, partnership year 3	2023-2024	CLP Cohorts 3.2, 3.3, year 1	CLP Cohort 3.1, year 2
Cohort III, partnership year 4	2024-2025	CLP Cohort 3.4, year 1	CLP Cohorts 3.2, 3.3, year 2
Cohort III, partnership year 5	2025-2026		CLP Cohort 3.4, year 2

The District will select which campuses, principals and campus teams will participate in the campus leadership program, subject to the Center’s approval, and the District will be allocated seats in this program that equal approximately fifty percent (50%) of the total number of schools in the District. The first year of the campus leadership program will begin in year two of the term of this MOU.

- c. **District Support Program**: a five-year commitment by the District to engage with the Center in order to build a strategic leadership pipeline in the District. The first year of this program will begin in year one of the Term of this MOU.

2.2. The core components of the Program as well as the timeframes for various components of the Program are further described in Exhibit A. Although the Center may make adjustments to the Program from time to time, the attached Exhibit A reflects the level of commitment and investment by the District and its designated participants in the Program in terms of both time and effort, as well the general nature and level of programming and support to be provided by the Center.

ARTICLE 3 OBLIGATIONS OF THE DISTRICT

3.1. In consideration of the Center's commitment as provided in this MOU and the services to be provided to the District pursuant to the Program, the District agrees to fully commit to the Program and do all things reasonably necessary to ensure the successful implementation of the Program. In addition, the District agrees to do the following:

- a. obtain formal approval and commitment by the District's Board of Trustees to support full participation by the District's designated participants in all aspects of the Program, including support for the time commitment for Program participants as reflected in Exhibit A;
- b. obtain commitment by the District superintendent and the District leadership team designated by the superintendent to fully and effectively participate in all components of the Program, including the full two-year district leadership program.
- c. obtain commitment by the District's campuses, principals and campus teams, selected by the district and approved by the Center, to fully and effectively participate in the required components of the Program, including the full two-year campus leadership program.
- d. obtain commitment by all of the District's Program participants to attend and fully participate in all scheduled components of the Program, including, but not limited to, scheduled trips and cohort activities, unless otherwise agreed to by the Center for extenuating circumstances and to participate fully when attending Program activities. Full participation means the Program participant will be in attendance for the full amount of time of the Program activities (i.e. the participant will not arrive late or leave early), actively participate in Program activities, and minimize time spent on non-Program activities, such as phone discussions and emails. Full participation also requires the completion of all work, including participant feedback and assessments, Program evaluations, and individual activities that may occur between Program activities.

3.2. The District will work cooperatively with the Center to coordinate the successful implementation of the Program.

3.3. The District shall provide work space for use by Center personnel for those Program activities that occur at the District. In general, the work space shall accommodate up to three people and be appropriate for conducting Program business, which shall include a reasonable

degree of privacy for such work activities and be located in the District's primary administrative office building or a similar administrative facility of the District.

3.4. The District is responsible for all transportation costs of Program participants to Program activities that occur in Texas. The Center is responsible for all travel costs of Program participants to Program activities that occur outside of Texas.

3.5. The Center is located at 4907 Ranch Road 2222, Austin, Texas 78731 ("Campus on Lake Austin"), and the Center has entered into an agreement with the City of Austin to reduce vehicular trips to and from the Campus on Lake Austin (a Transportation Demand Management Program or "TDMP"). In order to insure full compliance with the TDMP, carpooling and ride sharing are encouraged and in some cases will be required.

3.6. During the Term of this MOU, the District agrees that it will not retain the services of another leadership development provider that provides services or training that is similar to that provided in the Program, without the written consent of the Center. This provision applies to leadership training that is provided to superintendents and/or principals that involves a multi-year commitment by the participants or District. It does not apply to individual conferences, seminars, or other programs attended by superintendents or principals on a limited or routine basis.

3.7. During the Term of this MOU, if the District's superintendent is no longer employed by the district, then the District and the Center will jointly determine the best path forward with the new Superintendent, which may include the new superintendent beginning participation in the Program upon employment in that capacity. If a member of the superintendent's leadership team is no longer employed in a leadership capacity during the term of the district leadership program, then the superintendent, with the approval of the Center, shall propose a new individual to continue participation in the district leadership program. If a principal or campus team member, who is at the time participating in the Campus Leadership Program, is no longer employed at the school that was selected to participate in the Campus Leadership Program, then the superintendent will propose that principal or campus team member's replacement, subject to agreement of the Center. The Center retains the final decision as to whether any proposed replacement Program participant will be allowed to join any parts of the Program.

3.8. If the District terminates its participation in the Program prior to the end of the term of the MOU, or if the District fails to meet the commitments described in this MOU, then the District shall reimburse the Center for any out-of-pocket, third party costs of any Program activities, including costs of transportation, lodging, food, and fees.

3.9. The District and Center understand the importance of continued communication and engagement during the course of the Program. As such, the District commits to periodic and regularly scheduled in-person sessions in order to discuss implementation and progress during the duration of the five-year partnership. More specifically, the Superintendent commits to meet on at least a quarterly basis during the Program with Center staff to discuss progress in the program.

3.10. The District's superintendent and leadership team are responsible for reporting to the District's Board of Trustees periodically regarding Program activities.

ARTICLE 4
OBLIGATIONS OF THE CENTER

4.1. In consideration for the District’s agreement to the obligations contained in this MOU, the Center will provide a scholarship to cover the cost of the following aspects of the Program related to the District’s participation in the Program:

- all Center staff, faculty and materials necessary for the Program,
- meals and lodging during Program activities, and
- travel to Program activities held outside of Texas.

4.2. The Center will work with the District to coordinate the successful implementation of the Program.

ARTICLE 5
DATA AND RECORDS

5.1. Data Sharing Agreement. To ensure success of the program, the Center must have access to certain District information, data, and records, including, for example, social-emotional learning and engagement data; student survey data; student outcomes data; formative assessment information; District personnel data, information, and records, including names, job titles, campus associations, gender, race, ethnicity, birthdate, and unique PEIMS-PID numbers for certain District personnel; and student data, information and records. Accordingly, the Parties shall execute the Data Sharing Agreement attached to this MOU as Exhibit B on the Effective Date of this MOU.

5.2. Confidentiality, Non-Use, and Non-Disclosure of Certain Information. Each Party understands that the other Party may from time to time disclose its Confidential Information (as defined below). The Receiving Party (as defined below) agrees, except as otherwise provided in this MOU: (i) to safeguard the Confidential Information, (ii) not to use the Confidential Information except as necessary to perform its obligations or receive its benefits under this MOU, and (iii) not to divulge to any third party any of the Confidential Information except as otherwise provided in this MOU or the Data Sharing Agreement. The foregoing obligations do not apply with respect to any information that (a) is or becomes generally available to the public through no fault of the Receiving Party, (b) was in its possession or known by the Receiving Party prior to receipt from the Disclosing Party (as defined below), (c) was rightfully disclosed to the Receiving Party without restriction by a third party, or (d) was independently developed by the Receiving Party without use of any Confidential Information of the Disclosing Party. If the Receiving Party is required by applicable law to make any disclosure that is prohibited or otherwise constrained by this MOU (including, for example, disclosures required by the Texas Public Information Act (“PIA”)), the Receiving Party shall provide the Disclosing Party with prompt written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate relief protecting Confidential Information from public disclosure. Subject to the foregoing sentence, the Receiving Party may furnish that portion (and only that portion) of Confidential Information that the Receiving Party is legally compelled or is otherwise legally required to disclose; provided, however, that the Receiving Party provides such assistance as the Disclosing

Party may request in obtaining such order or other relief. In addition, the District shall provide prompt notice to the Center of any request it receives under a PIA request, and the Parties agree that the Center has the right, in its option, to seek an opinion from the Texas Attorney General as to whether the information may be withheld from disclosure. For purposes of this MOU, the term “Confidential Information” means information of one Party (the “Disclosing Party”) that the other Party (the “Receiving Party”) receives or gains access to, whether orally, visually, in writing, or otherwise, that is designated as confidential, either marked in writing, or identified as such and confirmed in writing, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, receipt or gaining access. Confidential Information of each Party includes, for example, its trade secrets, proprietary information, business and marketing plans, technology and technical information, and business processes of such Party. In addition, the Educational Materials (as defined below), along with all copies and derivative works of the Educational Materials authorized by Section 6.2 of this Agreement, are the Confidential Information of the Center and may be used or disclosed only in accordance with the limited rights granted in Section 6.2 of this Agreement. Upon the Center’s request, District will return or destroy, and cause all District personnel to return or destroy, all of the Center’s Confidential Information. Upon District’s request, the Center will return or destroy all of the District’s Confidential Information.

5.3. Review and Audit of Records. The Center shall have the right at any reasonable time during the Term of this MOU to review and/or audit the records maintained by the District related to the Program.

ARTICLE 6 INTELLECTUAL PROPERTY RIGHTS

6.1. Ownership of Intellectual Property. Except for the limited license granted in this Section 6.1, this MOU does not transfer any interest in intellectual property rights between the Parties, including, for example, the Center’s copyrights in and to educational documents and materials provided by the Center to the District or the District’s Program participants (the “Educational Materials”). All intellectual property rights developed or created by the Center in the course of providing the Program to the District shall be owned solely by the Center, even if such rights are developed or created with the input, comment, help, or assistance of the District.

6.2. Limited License. The Center hereby grants to the District a nonexclusive, royalty-free, non-transferrable (unless this MOU is validly assigned), sublicensable (but only to the District’s Program participants and other employees or staff of the District), terminable, limited license to access, use, copy, and create derivative works of the Educational Materials for the purpose of participating in the Program or implementing within the District the principles, resources, and learning objectives of the Program. For the sake of further clarity, the license in this section does not grant to District or any Program Participants any right to access, use, copy, or create derivative works of the Educational Materials to provide services or information to third parties or non-District personnel, including, for example, services or information that are similar to the Program or that otherwise compete with the Center. The Center may terminate the license granted in this Section 6.2 upon thirty (30) days’ notice in its sole discretion. Upon termination or expiration of this license, the District shall cease, and shall ensure that all District personnel cease, all use of the Educational Materials and shall return or destroy all of the Educational Materials.

Except as otherwise provided in this Section 6.2, the license granted in this Section shall survive any termination or expiration of this MOU.

6.3. Trademarks. Each Party grants to the other Party a nonexclusive, royalty-free, non-transferrable, non-sublicensable limited license to use its trademarks, including its names and logos, for publicity and advertising relating to the Program, with prior written permission of the other Party. No Party may use the other Party's marks, name, or goodwill in a manner that would diminish or tarnish the goodwill of the other Party. Each Party must abide by reasonable guidelines for use of the other Party's trademarks, including its names and logos, as provided by the other Party from time to time. Either Party may terminate the license granted to the other Party in this Section 6.3 upon written notice in the event that the other Party breaches any of the requirements of this Section. Except as otherwise provided in this Section 6.3, the licenses granted in this Section shall survive any termination or expiration of this MOU.

6.4. Names and Likenesses of the District Participants. The District hereby grants to the Center a royalty-free, worldwide permission to use the names, voices, images, likenesses, text of interviews, presentations, statements, feedback, and performances of its employees and agents that may be photographed, filmed, or otherwise recorded as a part of participating in the Program. This license shall survive any termination or expiration of this MOU.

ARTICLE 7 TERM; TERMINATION

7.1. Term. This MOU shall be for a term of five (5) years commencing on the Effective Date of this MOU (the "Term"). This Section 7.1, the Recitals, and Sections 1.1, 1.2, 3.8, 5.2, 6.1, 6.2, 6.3, 6.4, 7.2, 7.3, 8.1, 8.2, 9.1, 9.2, 9.3, 9.4, 9.5, 9.6, 9.7, 9.8, 9.9, 9.10, and 9.11 of this MOU shall survive any termination or expiration of this MOU. Certain provisions of the Data Sharing Agreement, as further provided in Section 3.1 of the Data Sharing Agreement, shall survive any termination or expiration of this MOU.

7.2. Termination for Cause. Either Party may terminate this MOU before the expiration of the Term in the event that the other Party breaches or fails to fulfill any obligation, condition, term, provision, or covenant contained in this MOU no earlier than thirty (30) days after written notice by either Party of such breach or non-fulfillment. In the event that the Center terminates this MOU for cause pursuant to this Section 7.2, the Center may recover costs as described in Article 3 above.

7.3. Termination for Convenience. Notwithstanding any other provision of this MOU, either Party may terminate this MOU at any time, with fifteen days written notice to the other Party, with or without cause. In the event that the District terminates this MOU for convenience pursuant this Section 7.3, the Center may recover investment costs as described in Article 3 above.

ARTICLE 8 LIMITATION OF LIABILITY

8.1. DISCLAIMER OF WARRANTIES. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS MOU OR THE DATA SHARING AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO

ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE PROGRAM, HOLDSWORTH SERVICES PROVIDED UNDER THIS MOU, OR ANY WORK PRODUCT OR DELIVERABLES DEVELOPED UNDER THIS MOU, AND EACH PARTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR NEED, ACCURACY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND TITLE, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. EACH PARTY UNDERSTANDS AND AGREES THAT, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS MOU, THE OTHER PARTY IS MAKING NO REPRESENTATIONS OR WARRANTIES AS TO THE OPERABILITY OR FITNESS FOR ANY USE, SAFETY, EFFICACY, APPROVABILITY BY REGULATORY AUTHORITIES, AND/OR TIME AND COST OF DEVELOPMENT.

8.2. DISCLAIMER OF DAMAGES. EXCEPT FOR BREACHES OF SECTIONS 5.2, 6.2, 6.3, AND 6.4 AND AS OTHERWISE PROVIDED IN THE DATA SHARING AGREEMENT, NEITHER PARTY WILL HAVE ANY OBLIGATION OR LIABILITY UNDER THIS MOU FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT WITH RESPECT TO DAMAGES RESULTING FROM SUCH PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

ARTICLE 9 GENERAL AND MISCELLANEOUS PROVISIONS

9.1. Entire MOU. This MOU constitutes the entire agreement between the Parties with respect to the subject matter of this MOU and supersedes all prior oral and written commitments, discussions, and understandings of the Parties.

9.2. Jurisdiction and Venue. Each Party knowingly, voluntarily, unconditionally, and irrevocably (i) agrees that any dispute regarding this MOU or the matters contemplated by this MOU shall be brought solely and exclusively in the United States District Court for the Western District of Texas or in the state courts of the State of Texas located in Travis County, Texas, (ii) hereby accepts and submits to the sole and exclusive jurisdiction of such courts *in personam* with respect to any dispute brought by it or against it by the other Party, and (iii) agrees that it shall not commence any legal proceeding against the other Party in any other court or before any other authority.

9.3. Governing Law. The laws of the State of Texas, without regard to its conflict of law provisions, will govern this MOU, its construction, and the determination of any rights, duties, obligations, and remedies of the Parties arising out of or relating to this MOU.

9.4. Counterparts, Facsimile & Email Transmissions. The Parties may execute this MOU in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This MOU may be delivered by email or facsimile transmission, and email or facsimile copies of executed signature pages shall be binding as originals.

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

9.6. Amendment. This MOU will not be altered, amended, modified, or supplemented except in a written document executed by both Parties.

9.7. Waiver. No waiver of any provision of this MOU will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this MOU, nor will such waiver constitute a continuing waiver unless otherwise expressly stated. A Party's failure to enforce any provision of this MOU shall neither be construed as a waiver of the provision nor prevent the Party from enforcing any other provision of this MOU.

9.8. Severability. If any provision of this MOU is found to be illegal or unenforceable, such provision shall be severed from this MOU, and the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

9.9. Successors and Assigns. This MOU will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

9.10. No Third-party Rights. This MOU is made for the sole benefit of the Center and the District and their respective successors and permitted assigns. Nothing in this MOU will create or be deemed to create a relationship between the Parties to this MOU and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

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

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives, effective as of the Effective Date.

The Holdsworth Center

Garland Independent School District

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A TO MOU
PROGRAM COMPONENTS DESCRIPTION AND TIMEFRAMES

District Leadership Program, Session Calendar 2021-2023

District Leadership Program

Cohort 3 Session Calendar, July 2021 – April 2023

All six DLP members attend all sessions unless otherwise indicated. Please note that while our plan is to use in-person delivery wherever possible and advisable, we will monitor health and safety conditions and guidelines and may pivot to virtual delivery as needed. If in-person, sessions will take place at The Campus on Lake Austin unless otherwise noted.

Session 1 | DLP Kickoff, Holdsworth Overview & Personal Leadership, July 12 – 16, 2021

- Check in | Monday, July 12, 2021
- Session starts | Monday, July 12, 2021 at 12pm
- Session ends | Friday, July 16, 2021 at 2pm for DLP team members
Friday, July 16, 2021 at 8pm for Superintendents and District Champions, option to stay overnight

Session 2 | Equity Dispositions & Leadership Definition, September 20 – 23, 2021

- Check in | Monday, September 20, 2021
- Session starts | Monday, September 20, 2021 at 12pm
- Session ends | Thursday, September 23, 2021 at 4pm

Session 3 | Pipeline of Ready Leaders & Learning Teams, October 20 – 22, 2021

- Check in | Tuesday, October 19, 2021
- Session starts | Wednesday, October 20, 2021 at 8am
- Session ends | Friday, October 22, 2021 at 4pm

Session 4 | District Talent Assessment & Feedback, November 15 – 17, 2021

- Check-in | Sunday, November 14, 2021
- Session starts | Monday, November 15, 2021 at 8am
- Session ends | Wednesday, November 17, 2021 at 5pm

Session 5 | H-E-B & Empowering Others, January 24 – 26, 2022

- Check in | Monday, January 24, 2022
- Session Starts | Monday, January 24, 2022 at 12pm
- Session ends | Wednesday January 26, 2022 at 1pm

Session 6 | Change & Managing Conflict, February 23 – 25, 2022

- Check in | Thursday, February 22, 2022
- Session starts | Wednesday, February 23, 2022 at 8am
- Session ends | Friday, February 25, 2022 at 1pm



Session 7 | Talent Management & Year 1 Celebration, April 27 – 28, 2022

- Check in | Tuesday, April 26, 2022
- Session starts | Wednesday, April 27, 2022 at 8am
- Session ends | Thursday April 28, 2022 at 8pm, option to stay overnight

Session 8 | System Change & Personal Growth, June 20 – 23, 2022

- Check in | Monday, June 20, 2022
- Session starts | Monday, June 20, 2022 at 12pm
- Session ends | Thursday, June 23 at 1pm

Session 9 | Potential Site Visit, July 19 – 23, 2022

Location TBA

- Superintendents and District Champions only
- Travel and check in | Sunday, July 18, 2022
- Session starts | Monday July 19, 2022 at 9am
- Session ends | Thursday, July 22, 2022
- Travel home | Friday, July 23, 2022

Session 10 | Potential Site Visit, September 20 – 23, 2022

Location TBA

- Travel and check in | Monday, September 19, 2022
- Session starts | Tuesday, September 20, 2022 at 8am
- Session ends | Friday, September 23, 2022 at 6pm
- Travel home | Saturday, September 24, 2022

Session 11 | System Change & Principal Pipelines, November 15 – 17, 2022

- Check in | Sunday, November 14, 2022
- Session starts | Monday, November 15, 2022 at 8am
- Session ends | Wednesday, November 17 at 1pm

Session 12 | District Visits, January 2023, two-day site visit at districts

Dates and locations in Texas TBA

Session 13 | Leading Change, March 1 – 3, 2023

- Check in | Wednesday, March 1, 2023
- Session starts | Wednesday, March 1, 2023 at 12pm
- Session ends | Friday, March 3, 2023 at 4pm



Session 14 | Reflection, Capstone Presentation & Graduation, April 13 – 15, 2023

- Check in | Thursday, April 13, 2023
- Session starts | Thursday, April 13, 2023 at 12pm
- Session ends | Saturday, April 15, 2023 at 1pm



Campus Leadership Program (CLP 3.1), Session Calendar 2022-2024

CLP Cohort 3.1										
Session Number	Number of Days	Check-in Date (if in-person)	Session Start Date	Session Start Time	Session End Date	Session End Time	Location	Notes	Content	Attendees
1	4	7/11/2022	7/12/2022		7/15/2022		Campus on Lake Austin or Virtual		Welcome, Personal Leadership, Campus Vision and Create Change	Principal Only
2	3	9/13/2022	9/14/2022		9/16/2022		Campus on Lake Austin or Virtual		Leadership Stories, Equity, Create Change	Principal Only
3	3	10/25/2022	10/26/2022		10/28/2022		Campus on Lake Austin or Virtual		Communication and Engagement, Equity, PoP Goal	Principal + 1
4	3	1/24/2023	1/25/2023		1/27/2023		Campus on Lake Austin or Virtual		Effective Teams , Root Cause Analysis and Data, Peer Groups	Principal + 1
5	2		2/16/2023		2/17/2023		Virtual		Effective Teams & Decision-Making; Root Cause and Drivers	Principal + 1
6	3	3/28/2023	3/29/2023		3/31/2023		Campus on Lake Austin or Virtual		PoP Choice Workshops; Choosing Change Ideas to Test	Principal + 1
7A	4	TBD	June 2022		June 2022		Campus on Lake Austin or Virtual		TBD	Full team
7B	0.25	n/a	Aug 2022		Aug 2022		Virtual		PoP Check In	Full team
8	3	TBD	Oct 2022		Oct 2022		Campus on Lake Austin or Virtual		TBD	Full team
9	2	TBD	Nov 2022		Nov 2022		Campus on Lake Austin or Virtual		TBD	Full team
10	2	TBD	Feb 2023		Feb 2023		Campus on Lake Austin or Virtual		TBD	Full team
11	1	TBD	Feb-Mar 2023		Feb-Mar 2023		In-state or Virtual		Paired Campus Visit	Full team
12	2.5	TBD	June 2023		June 2023		Campus on Lake Austin or Virtual		Graduation	Full team

CLP Session dates may change

EXHIBIT B TO MOU
DATA SHARING AGREEMENT
THE HOLDSWORTH CENTER
GARLAND INDEPENDENT SCHOOL DISTRICT

This DATA SHARING AGREEMENT (the “**Agreement**”), dated as of April 30, 2021 (the “**Effective Date**”), is between The Holdsworth Center (the “**Center**”) and the **Garland Independent School District** (“**District**”) (each a “**Party**” and collectively, the “**Parties**”).

RECITALS

A. Holdsworth and District entered into a Memorandum of Understanding (“MOU”) effective as of April 30, 2021.

B. Pursuant to Section 5.1 of the MOU, the Parties agreed to execute this Data Sharing Agreement on the Effective Date of the MOU.

C. District agrees to provide to the Center certain data, information, and records, including, for example, social-emotional learning and engagement data; student outcomes data; student survey information, formative assessment information; District personnel data, information, and records, including names, job titles, campus associations, gender, race, ethnicity, birthdate, and unique PEIMS-PID numbers for certain District personnel; and student data, information and records, as further described in this Agreement (the “**District Data**”).

D. District has engaged, or will engage as within thirty (30) days of the Effective Date of this Agreement, Panorama Education Inc. (“**Panorama**”) to provide District with a cloud-based platform-as-a-service that enables District to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff, and parents (the “**Panorama Platform**”).

E. Some of the District Data is maintained by Panorama, including through the Panorama Platform, and (i) access to de-identified or aggregated student survey information, data, and results through the Panorama Platform in formats and data layouts to be specified by the Center from time to time, including, for example, campus-level, district-level, grade-level, campus-by-grade-level, and demographic-level student survey results on all survey items and domains collected by District (a) during the 2018-2019, 2019-2020, and 2020-2021 academic years (if available for any of these academic years) or (b) during the Term of this Agreement and (ii) spreadsheets of de-identified student data, including, for example, student scores, grade levels, and demographic information (collectively, the “**Panorama Survey Data**”).

F. District desires to grant, and the Center desires to accept a license to the District Data as further provided in this Agreement.

G. Panorama has requested confirmation that District has granted the Center a license to the Panorama Survey Data, and the Parties desire to provide evidence of that license as described in Section 1.1 of the Agreement below.

NOW, THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below and such other good and valuable consideration, including consideration provided pursuant to the MOU, the receipt and adequacy of which are hereby acknowledged, the Center and District, intending to be legally bound, hereby agree as follows:

ARTICLE 1 DATA SHARING AND DATA LICENSE

1.1 License To Licensed District Data. District hereby grants, and the Center hereby accepts, a non-exclusive, perpetual, irrevocable, worldwide, fully paid-up, royalty-free, transferrable, and sublicensable right and license to use, copy, display, present, publish, modify, distribute, make derivative works of, and otherwise fully exploit the District Data, including, for example and without any limitation, to (i) perform services for District and to otherwise carryout its duties and obligations under the MOU and (ii) create aggregated and/or de-identified data for ongoing improvement of the programs, benchmarking, research, and development purposes. For the sake of further clarity, the license granted in this Section 1.1 shall survive any termination or expiration of this Agreement. Notwithstanding foregoing, as between District and the Center, District owns the District Data, and the license in this Section 1.1 does not transfer any ownership interest in the District Data to the Center. The Center will not use the District Data except for the purposes authorized by this Agreement.

1.2 Provision Of District Data. Within thirty (30) days after the Effective Date of this Agreement and from time to time as required by this Agreement, District will provide the Center with copies of, or access to, the District Data not maintained by Panorama that is identified broadly by category in Exhibit 1 to this Agreement (the “**Direct District Data**”). District will provide the Center with copies of, or access to, updated or additional District Data within fifteen (15) days of the Center’s reasonable request for such additional Direct District Data. Except as provided in this Agreement, the Center’s right to copies of, or access to, District Data will continue for the Term (as defined below). Direct District Data shall also include (a) any and all student data, employee data, metadata, user content, course content, materials, and any and all other data or information that District (or any authorized end user of the Center’s services) uploads, enters, or otherwise provides to the Center (whether in paper or electronic form) as a part of the Center’s services to District and (b) the results of student surveys prepared by the Center and administered by District at the request of the Center through the SurveyMonkey platform (or similar service) (the “**SurveyMonkey Student Surveys**”). District agrees to administer SurveyMonkey Student Surveys from time to time at the reasonable request of the Center.

1.3 Student Engagement Survey Data. District agrees to obtain social-emotional learning and student engagement data by conducting surveys of all District students in grades three (3) through twelve (12) at least biannually during the Term and for three (3) years thereafter (the “Student Surveys”) in accordance with the general instructions the Center using either the Panorama Platform or SurveyMonkey (or similar service). The Center strongly prefers that District conduct the Student Surveys using the Panorama Platform, and District is required to use the Panorama Platform to conduct the Student Surveys during years one (1) and two (2) of the Term. Beginning in year three (3) of the Term, District may choose not to use the Panorama Platform by providing notice to the Center in accordance with Section 1.6 of this Agreement. In the event that District chooses not to use the Panorama Platform, District will administer the

Student Surveys using SurveyMonkey or a substantially similar service in accordance with the general instructions of the Center. Notwithstanding the foregoing, beginning in the first year following the end of the Term and for the three (3) years after the end of the Term, District may choose to survey only students in grades three (3) through twelve (12) that are enrolled at a campus that has participated in the Campus Leadership Program.

1.4 PEIMS-PID Numbers.

(a) De-Identified Information: Within thirty (30) days after the Effective Date of this Agreement and to the extent not already provided to the Center, District will provide the Center with a de-identified list of the PEIMS-PID numbers for all district personnel employed by District for academic years 2018-2019, 2019-2020, and 2020-2021. For each subsequent academic year of the Term and for the two (2) academic years following the end of the Term (i.e., the 2027 – 2028 academic year), District will provide the Center with a de-identified list of PEIMS-PID numbers for all district personnel employed by the District for such subsequent academic year on or before January 31 of such academic year.

(b) Identified Information. During each year of the Term, on or before July 1, District will provide a list of the PEIMS-PID numbers and associated names of all District personnel participating in the Center’s District Leadership Program (“DLP”) or Campus Leadership Program (“CLP”) during the Center’s academic year (which runs from July to June) beginning in July of that year of the Term, provided that such District personnel have provided consent to disclose his/her PEIMS-PID number. The lists provided pursuant to this Section 1.4(b) shall be considered District PII and shall be subject to the protections and restrictions under Article 2 of this Agreement. Each District personnel will be provided with an opportunity to consent to disclose his/her PEIMS-PID number during the Center’s enrollment process as a condition of participating in a District Leadership Program (DLP) or Campus Leadership Program (CLP) cohort. The Center will provide a list of District personnel who have provided consent to disclose their PEIMS-PID numbers.

(c) Use Of PEIMS-PID Information. District acknowledges and agrees that (i) the Center may use the PEIMS-PID numbers disclosed pursuant to this Section 1.4 to access information regarding District’s personnel using databases provided by the Texas Education Agency (“**TEA Personnel Information**”) both during the Term and at any time thereafter and whether or not such personnel is employed by District at the time of access; (ii) the Center may use de-identified TEA Personnel Information for any purpose authorized by the Texas Education Agency and applicable law; and (iii) any TEA Personnel Information that contains any Personally Identifiable Information (as defined below) shall be considered District PII and shall be subject to the protections and restrictions under Article 2 of this Agreement. For the purposes of this Agreement, the term “**Personally Identifiable Information**” or “**PII**” means information that, alone or in combination, is linked or linkable to a specific person that would allow a reasonable person, who does not have personal knowledge of the relevant circumstances, to identify the specific person with reasonable certainty.

1.5 Provision Of Panorama Survey Data. Within thirty (30) days of the Effective Date of this Agreement, District will execute the “Instruction And Authorization To Disclose Panorama

Data” (the “Permission Agreement”) attached as Exhibit 2 to this Agreement, which confirms that District has granted the Center rights to access and use the Panorama Survey Data, including through the Panorama Platform, in accordance with the terms of this Agreement. Promptly after execution of this Agreement, District will provide the Permission Agreement to Panorama and direct Panorama to provide the Center with access to the Panorama Survey Data through its Panorama Platform. District will not unreasonably withhold or delay the Center’s access to the Panorama Survey Data. The Center’s right to access the Panorama Survey Data using the Panorama Platform will continue for the “**Panorama Access Term**,” which is the earlier of (a) the date that is three (3) years following the last day of the Term (as defined below) or (b) such time that the relationship between Panorama and District expires or is terminated. During the Panorama Access Term, District will comply with all of its obligations to Panorama and use its best efforts to ensure the Center’s ability to access the Panorama Survey Data using the Panorama Platform.

1.6 Panorama Relationship. Within thirty (30) days of the Effective Date of this Agreement, District will enter into a Panorama Education Service Order in a form substantially similar to Exhibit 3 to this Agreement (the “**Panorama Service Order**”). During the first two (2) years of the Panorama Access Term and provided that District complies with all of its obligations to the Center under this Agreement and to Panorama under the Panorama Service Order, the Center will pay Panorama for the cost of the Panorama services necessary for the District to survey all students in grades three (3) through twelve (12) using the Panorama Platform. During year three (3) of the Panorama Access Term, and provided that District complies with all of its obligations to the Center under this Agreement and to Panorama under the Panorama Service Order, the Center will pay Panorama only for the cost of the Panorama services necessary for the District to survey all students in grades three (3) through twelve (12) that are enrolled at a campus currently participating in the Campus Leadership Program. The fees for any additional Panorama services during the first three (3) years of the Panorama Access Term are District’s sole responsibility. Beginning in year four (4) of the Panorama Access Term, District will be responsible for all payments to Panorama. District will notify the Center in April of each year of the Term, beginning in April 2023, regarding whether it intends to continue using the Panorama Platform to collect student survey information during the following academic year. Unless District has provided the Center notice (beginning in April 2023) that it has decided not to use the Panorama Platform, District will use its best efforts to ensure that it maintains a contractual relationship with Panorama that enables the Center to access the Panorama Survey Data through the Panorama Platform for the duration of the Panorama Access Term regardless of whether the Center or District is responsible for payments to Panorama for its services.

1.7 INDEMNIFICATION. DISTRICT WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS HOLDSWORTH AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM ANY AND ALL LIABILITIES, DAMAGES, LOSSES, CAUSES OF ACTION, CLAIMS, COSTS AND EXPENSES OF ANY KIND (INCLUDING REASONABLE ATTORNEYS’ FEES) ARISING OUT OF OR RELATING TO (1) DISTRICT’S AGREEMENT WITH PANORAMA, INCLUDING, FOR EXAMPLE, DISTRICT’S BREACH OF ITS AGREEMENT WITH PANORAMA; OR (2) ANY DISCLOSURE OF DISTRICT DATA TO HOLDSWORTH IN VIOLATION OF THE RIGHTS OF ANY THIRD PARTY OR IN VIOLATION OF ANY APPLICABLE LAWS. THIS OBLIGATION OF INDEMNIFICATION IS NOT SUBJECT TO ANY DISCLAIMER OR LIMITATION OF DAMAGES.

1.8 Cooperation. During the Term and for a period of five (5) years thereafter, District will reasonably cooperate with the Center to ensure the Center’s access to District Data (including, for example, uninterrupted access to the Panorama Platform to access the Panorama Survey Data) and will execute and deliver any and all other documents as the Center may reasonably request in connection with this Agreement. District will assign a point person for the Center to interact directly with about this Agreement and any requests that the Center may have of District relating to this Agreement.

1.9 Without limiting any of the foregoing provisions and solely for the convenience of the Parties, Schedule 1 to this Agreement provides a chart summarizing the general categories of District Data to be shared during various academic years pursuant to this Agreement.

ARTICLE 2 PERSONALLY IDENTIFIABLE INFORMATION

2.1 Direct District Data Is De-Identified. Except as provided in Section 1.4(b) of this Agreement or as required by the Center to create a user account to access software services provided by the Center or to arrange travel, prior to disclosure of any Direct District Data to the Center, District will remove all Personally Identifiable Information from such Direct District Data, including direct and personal identifiers such as, for example, names (including student names, parent or guardian names, and District personnel names), addresses, identification numbers, social security numbers, biometric records, and dates of birth (collectively, “**Direct Identifiers**”). If District discovers that it has disclosed Direct District Data that contains any Personally Identifiable Information (other than user-account data described above), it will immediately notify the Center, and such Direct District Data shall be considered “**District PII**” under this Agreement.

2.2 Panorama Survey Data Is De-Identified. District will instruct Panorama to remove all Direct Identifiers and any Personally Identifiable Information.

2.3 Data Protected Under The Family Educational Rights and Privacy Act.

(a) FERPA-Protected PII. The Parties acknowledge and agree that the District Data is intended to be de-identified data that does not contain any “Personally Identifiable Information” as that term is defined in the implementing regulations for the Family Educational Rights and Privacy Act (“**FERPA**”), 20 U.S.C. § 1232g, at 34 C.F.R. § 99.3 (“**FERPA PII**”). To the extent, however, that District Data includes any education records that contain FERPA PII (“**FERPA-Protected PII**”), the Parties acknowledge and agree that the Center is a “school official” under FERPA (as the term is defined at 34 C.F.R. § 99.3) that has a legitimate educational interest in any FERPA-Protected PII in accordance with 34 C.F.R. § 99.31(a)(1)(i)(A). The Center will comply with FERPA and Texas law as applicable to FERPA-Protected PII. Nothing in this Agreement shall be construed to allow either Party to maintain, use, disclose, or share student education record information in a manner not allowed under federal or state laws or regulations. FERPA-Protected PII shall be considered District PII under this Agreement.

(b) Confidentiality Of FERPA-Protected PII. The Center acknowledges and agrees that any FERPA-Protected PII (if any is disclosed) is confidential and, except as

provided in this section, cannot be further disclosed by publishing such information in any way that allows individuals to be directly or indirectly identified. The Center will not further disclose FERPA-Protected PII (if any) except as authorized by FERPA or other applicable law, and the Center will only disclose FERPA-Protected PII (if any) to its staff, employees, contractors, or agents who have a legitimate educational interest in such FERPA-Protected PII pursuant to this Agreement or the MOU.

(c) Use Of FERPA-Protected PII. The Center will use FERPA-Protected PII (if any is disclosed) only as authorized by FERPA and only for (a) the purpose of fulfilling its duties and providing services under this Agreement or the MOU, (b) improving services provided under this Agreement or the MOU, or (c) evaluating the impact of its work.

(d) Return Or Destruction of FERPA-Protected PII. Reasonably promptly after termination of this Agreement, the Center will return or destroy all FERPA-Protected PII (if any) in its or its agents' possession in accordance with the direction of the District. For the sake of further clarity, the Center is only required to return or destroy FERPA-Protected PII and is not required to return or destroy District Data that does not include FERPA-Protected PII. The restrictions on use, further disclosure, and confidentiality under this Article 2 shall survive any termination or expiration of this Agreement until all District PII in the possession of the Center or any of its agents is returned or destroyed in accordance with this Section 2.3(d).

(e) De-Identification Of FERPA-Protected PII. Notwithstanding the foregoing, to the extent that the Center de-identifies or aggregates FERPA-Protected PII such that all FERPA PII is removed, such data will not be considered FERPA-Protected PII under this Agreement and will not be subject to any of the restrictions on the use, further disclosure, or confidentiality under this Article 2.

2.4 Protection Of District PII:

(a) Confidentiality And Use of District PII. The Center acknowledges and agrees that any District PII (if any is disclosed) is confidential and, except as provided in this section, will not be further disclosed by publishing such information in any way that allows individuals to be directly or indirectly identified except as provided in this Agreement. The Center will only use District PII, and will only disclose District PII (if any) to its staff, employees, contractors, or agents, for (a) the purpose of fulfilling its duties and providing services under this Agreement or the MOU, (b) improving services provided under this Agreement or the MOU, or (c) evaluating the impact of its work. In addition and notwithstanding the foregoing sentence, the Center may disclose certain District PII to third parties as reasonably necessary to arrange travel for participants in services provided by the Center.

(b) Return Or Destruction Of District PII. Except for FERPA-Protected PII (which is addressed in Section 2.3(d), above), reasonably promptly after concluding all authorized use of the District PII pursuant to this Agreement, the Center will return or destroy, in its discretion, all District PII (if any) in its or its agents' possession in accordance with the direction of the District. For the sake of further clarity, the Center is only required

to return or destroy District PII and is not required to return or destroy District Data that does not include District PII. The restrictions on use, further disclosure, and confidentiality under this Article 2 shall survive any termination or expiration of this Agreement until all District PII in the possession of the Center or any of its agents is returned or destroyed in accordance with this Section 2.4(b).

(c) De-Identification Of District PII. Notwithstanding the foregoing, to the extent that the Center de-identifies or aggregates District PII such that all PII is removed, such data will not be considered District PII under this Agreement and will not be subject to any of the restrictions on the use, further disclosure, or confidentiality under this Article 2.

2.5 Security Of FERPA-Protected PII And District PII:

(a) The Center will store and process FERPA-Protected PII and District PII in accordance with industry best practices, including by using appropriate administrative, physical, and technical safeguards to secure FERPA-Protected PII and District PII from unauthorized access, disclosure, and use.

(b) The Center will conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner.

(c) If the Center becomes aware of an unauthorized disclosure or security breach concerning any FERPA-Protected PII or District PII, the Center will promptly notify District and take reasonable steps to limit and mitigate such unauthorized disclosure or security breach. As used in this paragraph, “security breach” means the unauthorized acquisition, access, use, or disclosure of any FERPA-Protected PII or District PII in a manner not permitted under FERPA or other applicable state and federal laws that poses more than a low probability that such FERPA-Protected PII or District PII has been compromised.

2.6 Responses to Requests for FERPA-Protected PII or District PII. If the Center receives a request from a third party for FERPA-Protected PII or District PII, the Center will promptly inform District of the request, and District will be responsible for responding to the request. If the Center is required by law to make any disclosure that is prohibited or otherwise constrained by this Agreement, the Center will provide District with prompt written notice of such requirement so that District may seek a protective order or other appropriate relief protecting the requested information from public disclosure.

2.7 Exclusions from District PII. Notwithstanding any of the foregoing, for the purposes of this Agreement, the following categories of information shall not be considered District PII: (a) DLP or CLP attendee lists; (b) DLP or CLP participant lists; (c) information provided by District personnel to create user accounts to access software services provided by the Center; and (d) contact information provided by District personnel in connection with services provided by the Center.

2.8 Damages. The damages recoverable for breach of the obligations of confidentiality under this Article 2 are not subject to the disclaimer of damages under Section 8.2 of the MOU.

**ARTICLE 3
TERM AND TERMINATION**

3.1 The term of this Agreement (the “**Term**”) shall commence on the Effective Date and remain in effect until the date of termination or expiration of the MOU. This Section 3.1, the Recitals, and Sections 1.1, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 2.1, 2.2, 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.1, 4.2, and 4.3 of this Agreement shall survive any termination or expiration of this Agreement.

**ARTICLE 4
MISCELLANEOUS PROVISIONS**

4.1 General Provisions in the MOU. The provisions in Article 9 of the MOU shall apply to this Agreement as if fully set forth herein and as if the word “MOU” in these sections of the MOU is replaced with the word “Agreement.”

4.2 Independent Contractor. The Parties have the status of independent contractors, and nothing in this Agreement nor the conduct of the Parties will be deemed to place the Parties in any other relationship except as explicitly provided otherwise in Section 2.3 of this Agreement in accordance with FERPA. Except as provided in this Agreement, neither Party shall be responsible for the acts or omissions of the other Party or the other Party’s representatives.

4.3 Compliance with Laws. Each Party represents and warrants it shall comply fully with all applicable federal state, and local laws, rules, and regulations in performing their respective duties and obligations under the Agreement. It shall be deemed a material breach of the Agreement if either Party shall fail to comply with this representation and warranty.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives, effective as of the Effective Date.

The Holdsworth Center

Garland Independent School District

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 1 TO DATA SHARING AGREEMENT
SCHEDULE OF DIRECT DISTRICT DATA

The Center requests that the District provide the following Data to the Center. The Center understands that Data may not be available for each year it is requested. Data provided by the District should be transferred to the assigned Holdsworth staff member using password protected spreadsheets. Any file specifications or data elements requested should be sent separately.

Student Data

1. *Social-Emotional Learning (SEL)/Engagement Data*

- To the extent not maintained by Panorama, the District agrees to provide the Center with copies of aggregated and/or de-identified student survey data during the Term and for three (3) years thereafter.

2. *Student Outcome Data in support of the CLP team's student outcome goal.*

- Data used by the CLP team as evidence of Problem of Practice goal achievement will be submitted to the Center as part of the campus' Capstone presentation.
 - Student data will be de-identified and provided using a template.
 - Data will be refreshed annually in June to show ongoing Problem of Practice goal achievement for three years past graduation, if data is still available.

3. *Formative assessment information for all grade levels and disciplines*

- This data will be requested in the form of a District Assessment Landscape and will be refreshed by the District annually.
- De-identified student data generated by these assessments may be requested to inform the Center's understanding of campus or district student outcomes.

4. *Other student data requests*

From time to time when student data is not accessible from public sources, such as TEA, in a timely manner, the Center may request de-identified student data to be submitted directly to the Center from the District.

SCHEDULE 1 TO DATA SHARING AGREEMENT
CONVENIENCE CHART

Partnership Year	School Year	CLP Cohorts Program Year 1	CLP Cohorts Program Year 2	General Categories of Data to be Shared
N/A	2018-2019			<ul style="list-style-type: none"> • De-identified PEIMS for all staff collected as part of onboarding (DSA) • Student survey data for all students if exists, via Panorama platform
N/A	2019-2020			
N/A	2020-2021			
Cohort III, partnership year 1	2021-2022			<ul style="list-style-type: none"> • De-identified PEIMS# for all staff • PEIMS# by permission for enrolled CLP and DLP leaders • Panorama student survey data
Cohort III, partnership year 2	2022-2023	CLP Cohort 3.1, year 1		<ul style="list-style-type: none"> • De-identified PEIMS# for all staff • PEIMS# by permission for enrolled CLP and DLP leaders • Panorama student survey data
Cohort III, partnership year 3	2023-2024	CLP Cohorts 3.2, 3.3, year 1	CLP Cohort 3.1, year 2	<ul style="list-style-type: none"> • De-identified PEIMS# for all staff • PEIMS# by permission for enrolled CLP and DLP leaders • Panorama/SurveyMonkey student survey data
Cohort III, partnership year 4	2024-2025	CLP Cohort 3.4, year 1	CLP Cohorts 3.2, 3.3, year 2	<ul style="list-style-type: none"> • De-identified PEIMS# for all staff • PEIMS# by permission for enrolled CLP and DLP leaders • Panorama/SurveyMonkey student survey data
Cohort III, partnership year 5	2025-2026		CLP Cohort 3.4, year 2	<ul style="list-style-type: none"> • De-identified PEIMS# for all staff • PEIMS# by permission for enrolled CLP and DLP leaders • Panorama SurveyMonkey student survey data
	2026-2027			<ul style="list-style-type: none"> • De-identified PEIMS# for all staff • Panorama/SurveyMonkey student survey data for CLP campuses
	2027-2028			<ul style="list-style-type: none"> • De-identified PEIMS# for all staff • Panorama/SurveyMonkey student survey data for CLP campuses
	2028-2029			<ul style="list-style-type: none"> • Panorama/SurveyMonkey student survey data for CLP campuses

EXHIBIT 2 TO DATA SHARING AGREEMENT
INSTRUCTION AND AUTHORIZATION TO DISCLOSE PANORAMA DATA

Instruction and Authorization to Disclose Data

The undersigned party (“**Client**”) has entered into a services agreement with Panorama Education, Inc. (“**Panorama**”), pursuant to which Panorama receives Client’s information, including personally identifiable information, for the purposes set forth in such agreement. Client has entered into a separate arrangement with The Holdsworth Center (“**Recipient**”), pursuant to which arrangement Client will share certain information with Recipient. Client wishes for Panorama to provide Recipient access to such information via Panorama’s platform (“**Platform**”) and Panorama has agreed to do so subject to Client’s execution of this Instruction and Authorization to Disclose Data (“**Authorization**”) and Recipient’s execution of a document substantially in the form of Schedule A attached hereto (“**Recipient Agreement**”). By signing this Authorization, Client instructs and authorizes Panorama to disclose Client’s information as described herein and makes the representations and warranties set forth herein.

A. Instruction and Authorization

Client instructs and authorizes Panorama to disclose to Recipient on behalf of Client Panorama Survey Data that is maintained by Panorama. “Panorama Survey Data” means: (i) de-identified or aggregated student survey information, data, and results, including, for example, campus-level, district-level, grade-level, campus-by-grade-level, and demographic-level student survey results on all survey items and domains collected by Client during the 2018-2019, 2019-2020 and 2020-2021 academic years (if available) or another period of time specified in writing by Client, and (ii) de-identified student data, including, for example, scores, grade levels and demographic information, all on a de-identified basis. “De-identified” means that names, addresses, identification numbers, social security numbers, biometric records and birth dates and other Personally Identifiable Information (as defined in the Family Educational Rights and Privacy Act) have been removed from the data.

Client directs Panorama to provide Recipient with access to Panorama Survey Data via the Platform.

B. Representations and Warranties

Client represents and warrants that:

1. it has the legal right to instruct and authorize Panorama to disclose Panorama Survey Data to Recipient; and
2. it has signed a data privacy agreement with Recipient (“**DPA**”) that applies to Panorama Survey Data.

C. Additional Provisions

1. Client agrees that Panorama may rely on this Authorization to make the Panorama Survey Data available and accessible to Recipient.
2. Client assumes all responsibility for any third party claim arising from Panorama’s disclosure of Panorama Survey Data under this Authorization.
3. Panorama is not responsible to Recipient for claims Recipient may have regarding the Platform or Panorama Survey Data.
4. Client may withdraw this Authorization by providing Panorama 10 days written notice. Client must immediately withdraw this Authorization in writing upon any expiration or termination of the DPA with Recipient.
5. Panorama may suspend or terminate Recipient’s access if (a) Panorama reasonably believes that (i) Client or Recipient may be acting in violation of the DPA or in a manner inconsistent with this Authorization or the Recipient Agreement or (ii) this Authorization or the Recipient Agreement is not compliant with applicable law or (b) the services agreement between Panorama and Client terminates.

By signing below, Client ACCEPTS AND AGREES to all of the foregoing as of the date executed.

Client Signature:	Print Name, Title:	Date:
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Schedule A

Recipient Agreement

The Holdsworth Center (“**Recipient**”) has entered into a separate arrangement with a client of Panorama Education, Inc. (“**Panorama**”), pursuant to which arrangement Panorama’s client (“**Client**”) will share certain information with Recipient. Client wishes for Panorama to provide Recipient access to such information via Panorama’s platform (“**Platform**”), as described further in the Authorization, and Panorama has agreed to do so subject to Client’s written authorization and Recipient’s execution of this **Recipient Agreement**. By signing this Recipient Agreement, Recipient agrees and accepts the following:

- A. Recipient has signed a data privacy agreement with Client (“**DPA**”) that applies to the information to be disclosed by Panorama on Client’s behalf to Recipient.
- B. Recipient will not be receiving any Personally Identifiable Information (as defined in the Family Educational Rights and Privacy Act) from Panorama.
- C. Recipient will not authorize or allow any third party to: (1) provide access to the Platform to any person who is not an authorized user; (2) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (3) modify, translate or create derivative works based on the Platform; (4) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (5) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (6) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (7) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform or on any printed or digital materials provided by Panorama.
- D. Recipient must immediately notify Panorama of any actual or suspected access to or use of the Platform that is not authorized.
- E. Recipient assumes all responsibility for any third party claim arising from its use of Client information and the Platform, unless and only to the extent that any such third party claim arises from Panorama’s disclosure of Personally Identifiable Information to Client, including through the Platform, in violation of Clause B of this Recipient Agreement.
- F. Panorama is not responsible to Recipient for claims Recipient may have regarding the Platform or Client’s information.
- G. Panorama may suspend or terminate Recipient’s access to Client’s information if (a) Panorama reasonably believes that (i) Recipient may be acting in violation of the DPA or in a manner inconsistent with Client’s Authorization or this Recipient Agreement or (ii) Client’s Authorization or this Recipient’s Agreement is not compliant with applicable law, (b) Client is no longer a client of Panorama, (c) the DPA between Client and Recipient terminates or expires for any reason, or (d) Client otherwise withdraws its authorization for Panorama to disclose Client’s information to Recipient.

By signing below, Recipient ACCEPTS AND AGREES to this Recipient Agreement as of the date executed.

Recipient Signature:	Print Name, Title:	Date:
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EXHIBIT 3 TO DATA SHARING AGREEMENT

PANORAMA EDUCATION – SERVICE ORDER



Primary Contact Information			
Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>		<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>		<i>Primary Contact, Title</i>	Sarah Silva, Texas Outreach Director
<i>Billing / Payment Address</i>		<i>Billing Address</i>	24 School Street, 4 th Floor
<i>City / State / Zip</i>		<i>City / State / Zip</i>	Boston, MA, 02108
<i>Email</i>		<i>Email</i>	sgertner@panoramaed.com
<i>Phone</i>		<i>Phone</i>	(508) 380-4203
(1) Description of Services and (2) Fees			
Description of Services		Fees	
Annual Licenses:		<i>Effective Date:</i>	July 1, 2021
Panorama Student Surveys and Student SEL: Platform License Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting.		<i>Contract Term: (From Effective Date)</i>	_____ Contract Years
<ul style="list-style-type: none"> Student surveys 		<i>Annual License Fee:</i>	\$/year
		<i>Subtotal License Fee Over Contract Term:</i>	\$
Services:		<i>Project Management:</i>	\$/year
Project Management: Includes dedicated Client Success Manager who will work with the client's main point of contact to execute a successful project administration.		<i>Professional Development:</i>	\$/ year
<ul style="list-style-type: none"> Develop project timeline Manage setup and administration Customize configurations Coordinate rollout of reports 		<i>Additional Services:</i>	\$/ year
		<i>Subtotal Services Fees Over Contract Term:</i>	\$
Professional Development:		<i>Annual Total: (Due on Effective Date)</i>	\$/ year
<ul style="list-style-type: none"> Custom design and facilitation of 2 virtual PD sessions up to 2 hours in length for up to 50 participants (larger groups are supported for webinar-style facilitation). Unlimited access to Panorama Academy, for on-demand tutorials and training Access to exclusive Panorama Community professional development events 		<i>Total Over Contract Term:</i>	\$
(3) Agreement			
The entire agreement by and between Client and Panorama (" <u>Agreement</u> ") consists of (i) the terms set forth in this Service Order (" <u>SO</u> ") and (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO (" <u>Terms</u> ").			
(4) Supplemental Terms and Conditions (if any)			
Invoice will be sent to the Holdsworth Center for payment			

PANORAMA EDUCATION – SERVICE ORDER



Authorization		
By signing below, Client and Panorama ACCEPT AND AGREE TO the Agreement as of the Effective Date.		
Client Signature:	Print Name, Title:	Date:
Panorama Signature:	Print Name, Title:	Date:

PANORAMA EDUCATION – SERVICE ORDER



BACKGROUND

Panorama is an education technology company that provides a cloud-based platform-as-a-service and related support services to enable schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents or authorized guardians (“Platform”). The client named on the Service Order attached hereto (“Client”) and Panorama have entered into an agreement consisting of the attached Service Order, including any exhibits attached thereto, (“SO”), these terms (“Terms”) and collectively with the SO, (“Agreement”). From time to time hereafter, Client and Panorama may enter into additional service orders pursuant to which Client may purchase additional rights to use the Platform and receive additional services, provided that these Terms will be incorporated by reference into and apply to each such additional service order to create a separate agreement that governs each such additional service order, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to this Agreement, Panorama hereby grants Client (including Client’s students, employees, and parents and authorized guardians of Client’s students, all as applicable and described in the relevant SO, (“Authorized Users”), the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client’s use, in accordance with applicable laws and regulations and the Platform’s intended uses as communicated to Client by Panorama.

1.2 Limitations. Except as expressly permitted in the Agreement, Client will not and will not authorize or allow any third party to: (a) provide access to the Platform to any person who is not an Authorized User or (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (c) modify, translate or create derivative works based on the Platform; (d) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (e) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (f) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (g) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform or on any printed or digital materials provided by Panorama.

1.3 Compliance with Laws. Panorama is responsible for compliance with federal, state local laws and regulations to the extent they govern Panorama’s activities, including providing the Platform to Client. Client is responsible for compliance with federal, state and local laws and regulations to the extent they govern Client’s activities, including but not limited to the use by Client of the Platform to collect, record, retain, use and disclose any individual’s information. Without limiting the foregoing, each party is responsible for determining its own obligations, including but not limited to notice and consent obligations, under the Family Educational Right to Privacy Act and its implementing regulations (“FERPA”) and the Protection of Pupil Rights Act and its implementing regulations (“PPRA”). The parties agree that they intend for the collection and use of personally

identifiable information (as defined under FERPA) for only legitimate educational purposes and other purposes allowed under relevant laws, including but not limited to FERPA and PPRA. Client hereby gives its consent to Panorama on behalf of parents (as defined under FERPA, PPRA and the Children’s Online Privacy Protection Act (“COPPA”)) of children from whom any personal information (as defined under COPPA) may be gathered in connection with this Agreement and the Platform. Panorama shall not be obligated to obtain consents from parents directly.

2 INTELLECTUAL PROPERTY; PRIVACY; SECURITY

2.1 Client Data. As between Client and Panorama, Client owns data input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users, that constitutes personally identifiable information (as defined under FERPA), such as student survey responses reported on an individual level, (“Client PII”) and (b) any other data and content input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users or on their behalf, such as survey questions, (“Non-PII”) and together with PII (“Client Data”). Client hereby grants Panorama a nonexclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers): (i) right and license during the Term to copy, distribute, display, create derivative works of and use Client Data to perform Panorama’s obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client PII to create aggregated, non-personally identifiable data sets (“Blind Data”) and copy, distribute, display, create derivative works of and use Blind Data for benchmarking, research or development purposes, including published research; and (iii) perpetual, irrevocable right and license to copy, distribute, display, create derivative works of and use Non-PII, for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Intellectual Property. Panorama retains all right, title and interest in and to the Platform, including but not limited to learning content, teaching materials, survey questions, underlying research and methodologies (by whomever produced except to the extent Client produced such material), all copies and parts of any of the foregoing, and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Client Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback (“Feedback”) to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to: (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

PANORAMA EDUCATION – SERVICE ORDER



2.4 Panorama Privacy Policy. Panorama's Privacy Statement, as may be amended from time to time, is available at <https://www.panoramaed.com/privacy>.

2.5 Data Security and Privacy.

1. (a) Panorama will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of Client PII. Panorama shall: (i) use reasonable efforts to secure physical premises where Client PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by Panorama to perform its obligations under this Agreement.

2. (b) Client will and will instruct its Authorized Users to: (i) use the Platform to collect, record, retain, use and disclose personally identifiable information only to the extent necessary for its legitimate educational purposes; (ii) otherwise provide Panorama with personally identifiable information only to the extent necessary for Panorama to provide the Platform and perform its obligations under the Agreement; (iii) input personally identifiable information into the Platform only as prescribed by Panorama and only in the fields designated by Panorama ("Structured Fields"); (iv) use reasonable efforts to prevent unauthorized access to or use of the Platform; and (v) notify Panorama promptly of any known or suspected unauthorized access or use. Client will assist Panorama in all efforts to investigate and mitigate the effects of any such incident.

3. (c) If during the Term or upon termination of this Agreement Client requests in writing, Panorama will delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards.

4. (d) Panorama shall not be responsible for any personally identifiable information input into the Platform in a manner not prescribed by Panorama or in a field that is not a Structured Field.

3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may upon written notice to Client suspend access to the Platform until such payment is made.

3.2 Taxes; Tax Exemption. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). To the extent applicable, Client will be solely responsible for payment of all Taxes and will not withhold any Taxes from any amounts due Panorama. For the avoidance of doubt, Taxes do not include taxes based on Panorama's income. Client is responsible for determining

whether it qualifies for any tax exemption, and if Client claims it is tax-exempt, it will, upon request from Panorama, provide documentation evidencing its tax-exempt status.

4 TERM, TERMINATION

4.1 Term. The term of the Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO ("Term").

4.2 Expiration; Termination. In addition to any other remedies it may have, either party may terminate the Agreement prior to expiration if the other party breaches any part of the Agreement and fails to cure such breach within thirty (30) days after receiving notice thereof. Upon expiration or any termination for any reason of the Agreement: (a) Client will pay in full for use of the Platform up to and including the last day on which the Platform is provided; (b) Panorama may, without notice to Client, delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards; and (c) all rights granted to Client and all obligations of Panorama will immediately terminate and Client will promptly cease use of the Platform.

4.3 Survival. Upon expiration or termination for any reason of the Agreement, Sections 2 (Intellectual Property; Privacy; Security), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data that is not Client PII, regardless of whether it is in tangible form, disclosed by either party ("Disclosing Party") that Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party ("Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective clients and customers, billing records, and products or services will be deemed Confidential Information of Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and this Agreement. Information will not be deemed Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; (b) becomes known (independently of disclosure by Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that certain Confidential Information may constitute valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's



Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of the Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisers, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in the Agreement. Upon Disclosing Party's written request, Receiving Party will either promptly return to Disclosing Party Disclosing Party's Confidential Information, and all embodiments thereof, that is in Receiving Party's possession and certify such return or use reasonable efforts to delete or otherwise render inaccessible such Confidential Information and certify the same.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party or any law or regulation applicable to it, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client further represents and warrants that it has the right to provide Client Data to Panorama as well as the licenses and rights therein and thereto for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-

INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS

PANORAMA EDUCATION – SERVICE ORDER



IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 **Indemnification by Panorama.** Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("**Client Indemnified Parties**") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("**Liabilities**") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Panorama with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate the Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 **Indemnification by Client.** Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("**Panorama Indemnified Parties**") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to any use by Client or Authorized Users of the Platform or Client Data in violation of the Agreement or any applicable federal, state or local law or regulation.

7.6 **Indemnification Procedure.** If a Client Indemnified Party or a Panorama Indemnified Party (each, an "**Indemnified Party**") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "**Action**"), the Indemnified Party will give the other party ("**Indemnifying Party**") prompt written notice of such Action. Indemnified Party will cooperate, at the expense of Indemnifying Party, with Indemnifying Party and its counsel in the defense and Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

8.1 **International.** Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

8.2 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of the Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

8.3 **Publicity.** Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional, proposal and marketing materials.

8.4 **Assignment.** Neither party may assign the Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; **provided however**, that either party may assign the Agreement to an acquirer of or successor to all or substantially all of its business or assets to which the Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void.

8.5 **Equitable Relief.** In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under the Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by the Agreement.

8.6 **Force Majeure.** Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) ("**Force Majeure Event**"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate the Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.

PANORAMA EDUCATION – SERVICE ORDER



8.7 **Governance.** This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

8.8 **Agreement.** Both parties agree that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. Any additional or different terms proposed by Client, including those contained in Client's procurement order, acceptance, vendor portal or website, shall not be valid or have any effect unless expressly incorporated into the SO and agreed upon in writing by Panorama. Neither Panorama's acceptance of Client's procurement order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication or act of Client shall be deemed acceptance thereof or a waiver of any of the terms in these Terms. If any term of the SO, including any exhibit attached thereto, expressly conflicts with a term of these Terms, the term of the SO (or if applicable the exhibit) shall prevail. If terms within the SO, including any exhibit attached thereto, and these Terms appear merely inconsistent or ambiguous, all such terms shall be given effect to the extent reasonably possible, with a term that is more specific and detailed on a certain matter prevailing over a more general term or silence on that matter. Silence in the SO, or in any exhibit attached thereto, or in these Terms, on a matter that is addressed elsewhere in the Agreement shall not be deemed to present an express conflict, inconsistency or ambiguity.

8.9 **Notices.** All notices under the Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.



**Garland Independent School District
Board of Trustees**

Date of Meeting: April 27, 2021

Agenda Item: Virtual School Proposal

Agenda Section: Action Item

Administrator Responsible: Dr. Jovan Wells, Chief Academic Officer
Dr. Kimberly Caddell, C&I Assistant Superintendent
Dr. Melissa Hill, TLD Director
Dr. Bonnie Martinez, eLearning Coordinator Title II
Veronica Joyner, RAAD Director

Board Goal Objective:

OBJECTIVE A: EARLY LITERACY (Reading)

Percent of students in grade 3 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Reading.

OBJECTIVE B: EARLY LITERACY (Writing)

Percent of students in grade 4 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Writing.

OBJECTIVE C: ENGLISH LANGUAGE ACQUISITION

Percent of ELL students demonstrating English language acquisition, as measured by yearly progress indicator on the Texas English Language Proficiency Assessment System (TELPAS).

OBJECTIVE D: SCIENTIFIC UNDERSTANDING

Percent of students in grade 8 demonstrating scientific understanding as measured by Meets Grade Level performance on STAAR Science.

OBJECTIVE E: MATHEMATICAL PROFICIENCY

Percent of students demonstrating mathematical proficiency as measured by Meets Grade Level performance by the end of grade 9 on STAAR Algebra I EOC.

OBJECTIVE F: POSTSECONDARY READINESS (SAT Exams)

Percent of students demonstrating postsecondary readiness exam success, as measured by meeting college ready benchmarks through 11TH grade SAT School Day.

OBJECTIVE G: POSTSECONDARY READINESS (AP Exams)

Percent of students demonstrating postsecondary readiness exam success, as measured by AP exams with qualifying criterion scores.

OBJECTIVE H: STUDENT MANAGEMENT

Percent of discretionary exclusionary consequences as measured by ISS, OSS, and DAEP.

OBJECTIVE I: GRADUATION OUTCOMES

Percent of students successfully completing graduation and College, Career, Military Ready (CCM-R) requirements.

Superintendent's Goal:

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

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 #4 – Educational Leadership

The superintendent provides leadership and direction for an educational system that is based on desired student achievement.

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:

As a response to safety needs required during the COVID-19 pandemic, GISD catapulted into digital instructional delivery beginning in March 2020. While transitions have occurred at the organization and individual levels, we have continued to offer remote instruction synchronously and asynchronously throughout the 20-21 school year... and many students have THRIVED! As we look towards a return to full F2F instruction next fall, we are committed to providing choice to our students that may want or need to continue virtual instruction.

During the April 13, 2021 District Affairs Committee meeting, Trustees were provided with two scenarios related to virtual program options:

Option A – dependent on availability of full state ADA funding; would establish a virtual program based on district curriculum, utilizing district staff and district teacher training; and

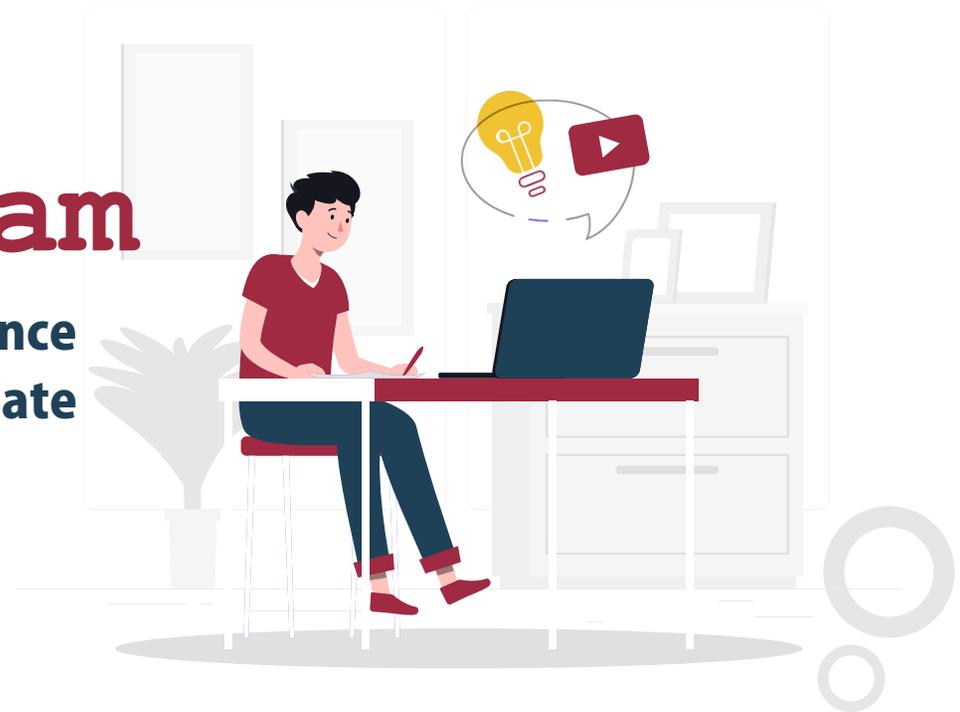
Option B – dependent on approved participation agreement with Texas Virtual School Network; would establish partnership with TXVSN to deliver TXVSN-approved curriculum and teacher training; limits ADA state funding to half-day for students in grades 3-12.

Administrative Recommendations:

Administration recommends approval, pending availability of state ADA funding. In addition, administration recommends an enrollment cap and a maximum impact of \$5,000,000 revenue loss in the event that Option B is the only viable option.

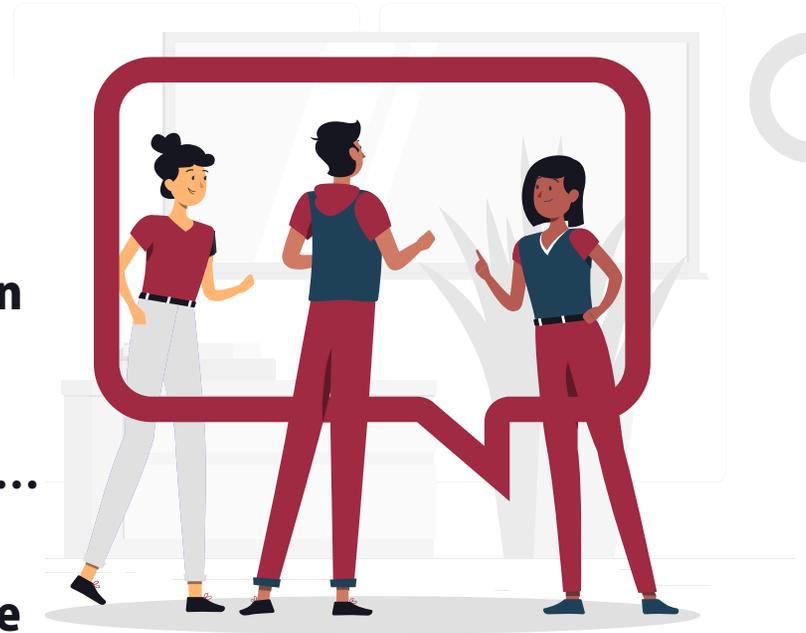
GISD Virtual Program

**K-12 Virtual Learning Experience
Design Update**



WHY NOW?

As a response to safety needs required during the COVID-19 pandemic, GISD catapulted into digital instructional delivery beginning in March 2020. While transitions have occurred at the organization and individual levels, we have continued to offer remote instruction synchronously and asynchronously throughout the 20-21 school year ... and many students have THRIVED! As we look towards a return to full F2F instruction next fall, we are **committed** to providing **choice** to our students that may want or need to continue virtual instruction.



Planning Committee

Area Directors

Budget

Communications

English Language
Learners

Guidance &
Counseling

Human Resources

Innovation

Intervention

Principals

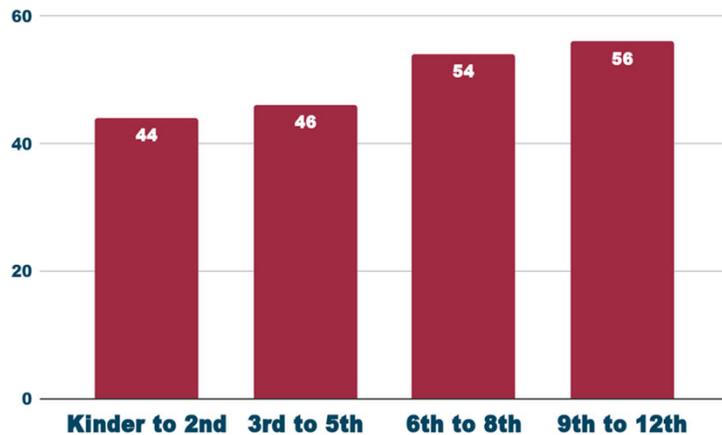
Research Assessment
& Accountability

Student Services

Teaching & Learning
Development

IF WE BUILD IT, THEY WILL COME

Interest in Virtual School



When surveyed ...

44% of grade K-2
49% of grade 3-5,
54% of grade 6-8, and
57% of grade 9-12
indicated success in
current virtual
instruction.

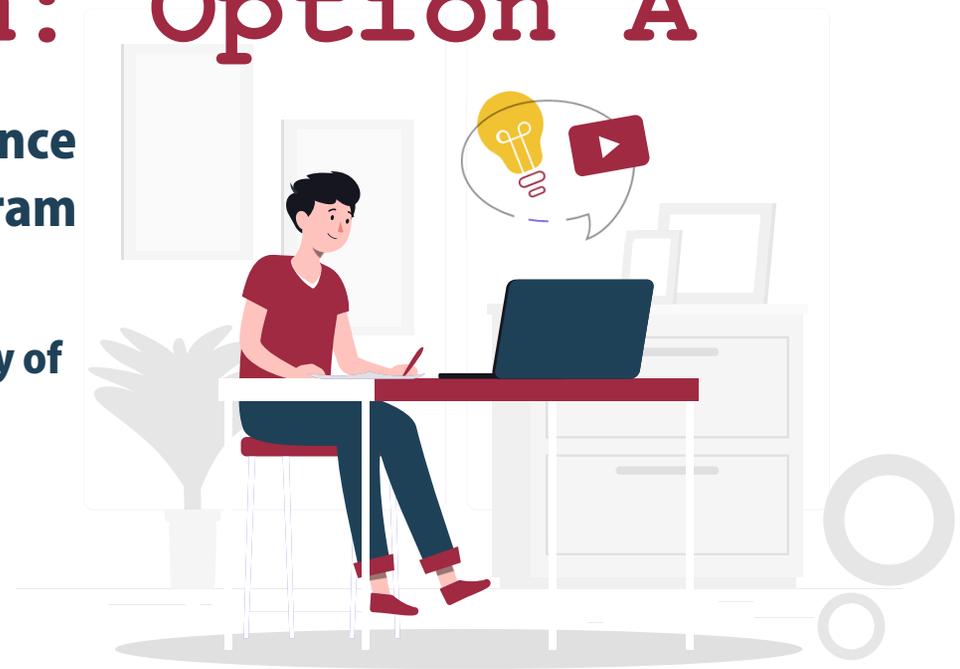
Across all responses, **12%** preferred asynchronous instruction, **36%** preferred synchronous instruction, **39%** preferred a balance of synchronous/asynchronous, and **13%** indicated no preference



Virtual Program: Option A

K-12 Virtual Learning Experience Locally Controlled Program

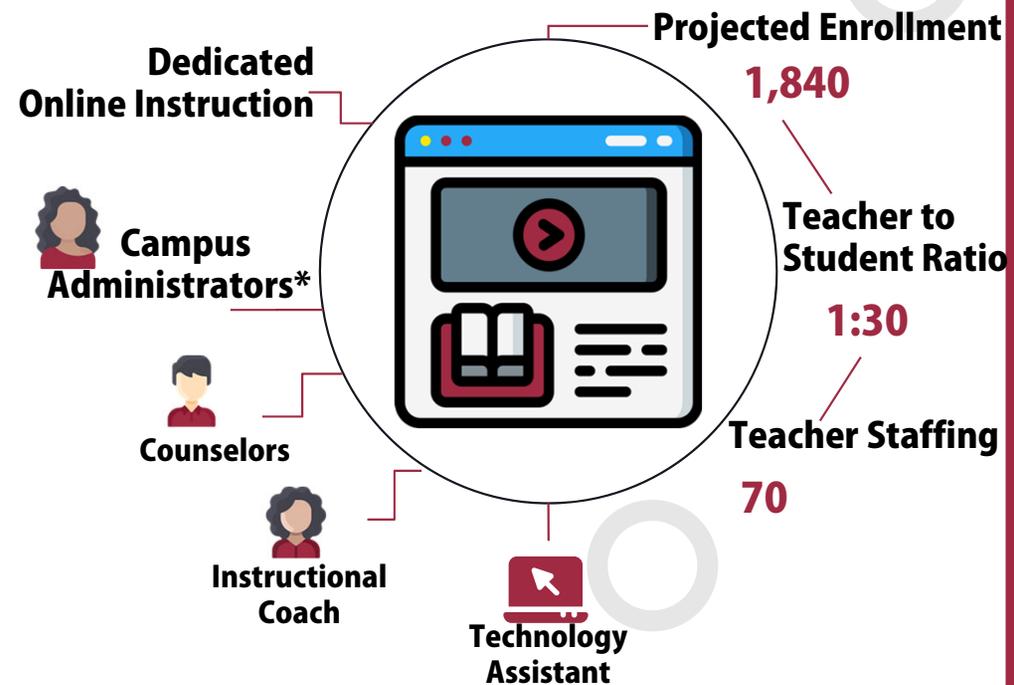
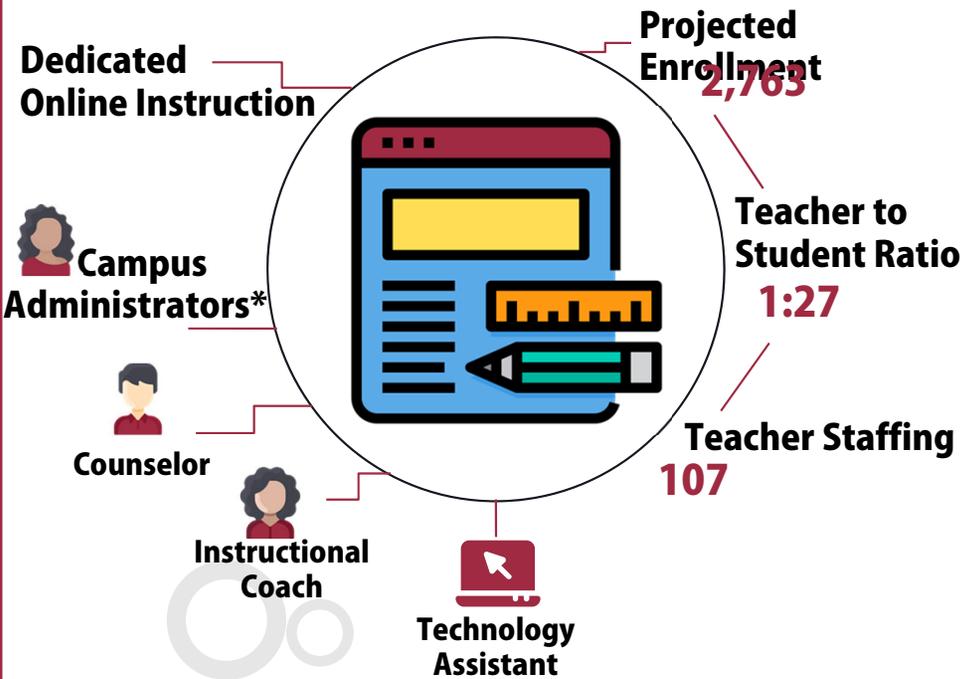
- Ability to provide contingent on availability of state ADA funding
- Current under consideration by 87th Texas Legislature via TX House Bill 1468



Virtual Program Structure

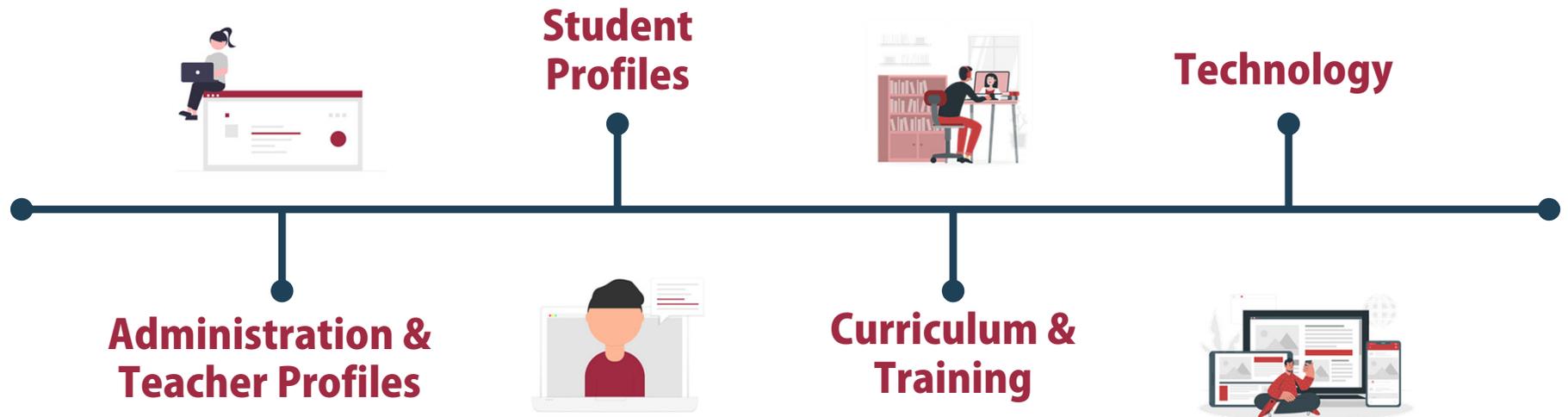
Kinder - 8th

High School



**Decisions about quantity and ability to reallocate from existing staff dependent on student enrollment*

Next Steps



Virtual | ADMINISTRATOR PROFILE

**Equity & Citizenship
Advocate**

Empowering Leader



Visionary Planner

Connected Learner

**Engages in Daily Experiences &
Sets Expectations**

Virtual | TEACHER PROFILE

Digital Pedagogy & Diverse Instruction Facilitator

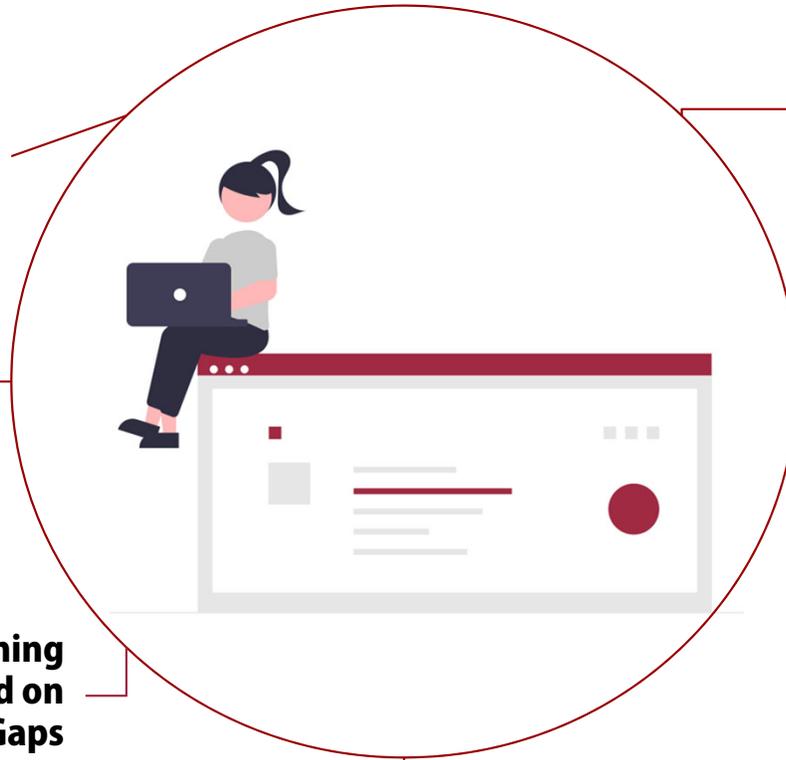
Family & Student Communicator

Learner Engagement & Assessment Designer

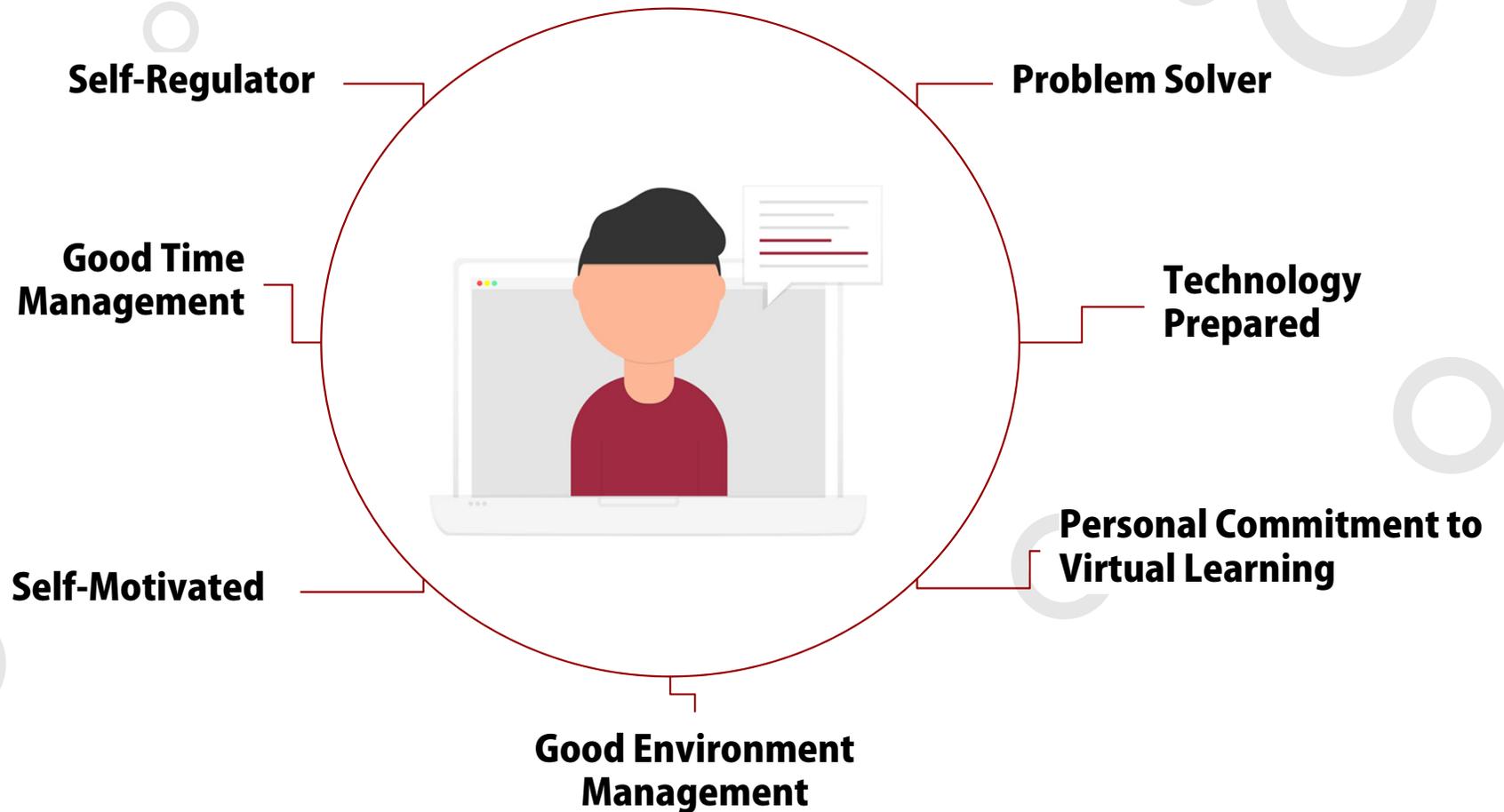
Instructional Technologist & Designer

Personalized Learning Designer Focused on Closing COVID Gaps

Community Builder & Digital Citizenship Leader



Virtual | STUDENT PROFILE



Virtual | STUDENT CRITERIA

- ✓ **Attend daily synchronous instruction during regular school hours**
- ✓ **Adhere to district Attendance and Behavior policies**
- ✓ **Remain virtual school student for entire school year**
- ✓ **Engage daily and make satisfactory online progress as a virtual student**



Virtual | TEACHING & LEARNING





Curriculum | TEACHING & LEARNING

Grade Level	Curriculum Project	Status
K-12th	On-Level Curriculum for All Core Content	✓
6th-12th	Honors Curriculum for All Core Content	✓
9th-12th	Advanced Placement and Selected Electives	✗
K-12th	Canvas Instructional Design Templates	✗

Training | TEACHING & LEARNING



**June
Institute**
June 14-17
June 21-24



**SEL
ESSENTIALS**



**ISTE
Certified
Educator**

**District
Inservice**
June 9
July 26-30



**Google
Certified
Educator**



**Canvas
Certified
Educator**



Virtual | TEACHER TECHNOLOGY

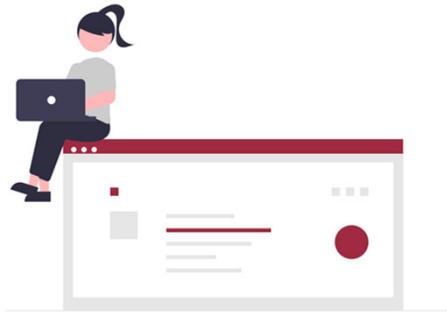
Current Inventory

Onsite Workstation

- Desktop computer with Dual Monitors
- Logi Webcam
- Headset with microphone
- IPEVO Document Camera

Mobile Devices

- Chromebook
- iPad



Optional

Mobile Devices

- Lenovo X1 Yoga laptop (Budget Impact: approx. \$1,500 per device)
- Pen and Whiteboard features
- Increases device performance during continuous online video conferencing and Canvas usage.

Virtual | STUDENT TECHNOLOGY

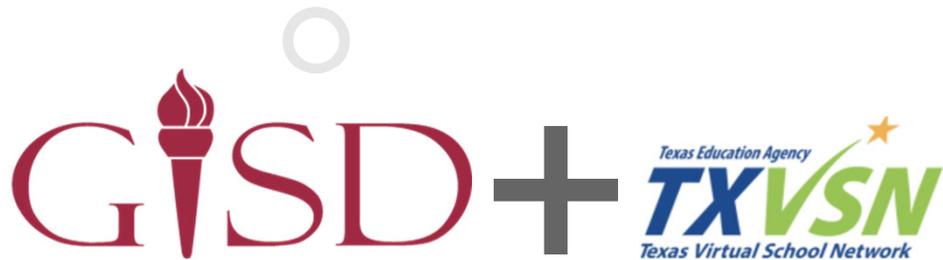
Current Inventory

Chromebook



Optional

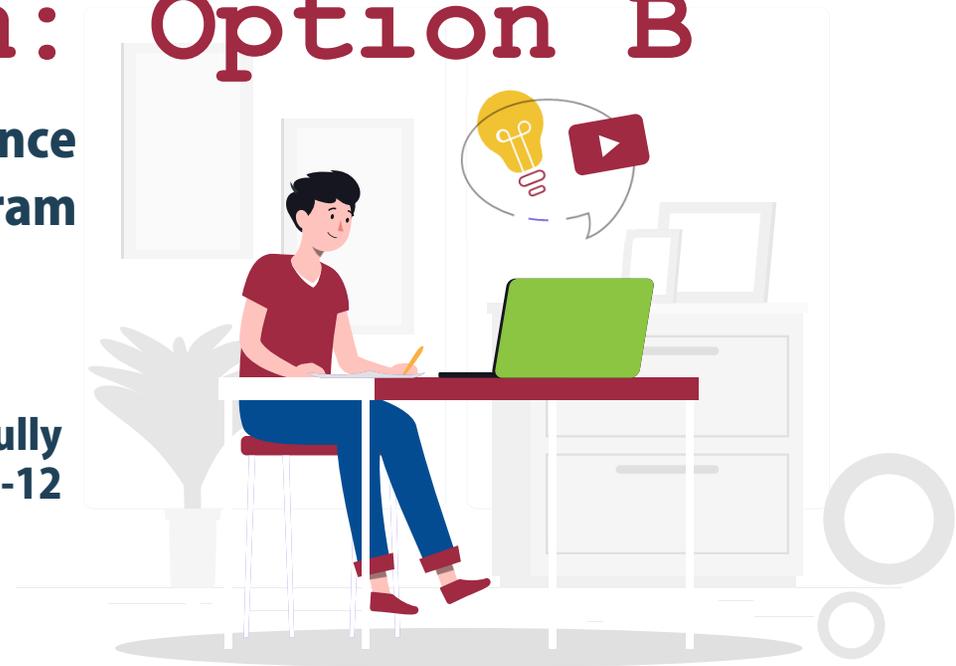
- **Lenovo X1 Yoga laptop w/ pen (Budget Impact: approx. \$1,500 per device)**
- **Increases device performance during continuous online video conferencing and Canvas usage.**



Virtual Program: Option B

**K-12 Virtual Learning Experience
Locally Controlled Program**

- **Contingent on ability to access TXVSN**
- **Contingent on allocation of local funds to fully support K-2 ADA and half-day funding for 3-12 ADA**



GISD + Virtual Program Structure

Kinder-2nd

Locally Developed Virtual Programming

- GISD would provide curriculum, training and support
- Staffed by GISD Teachers
- Students would still be associated with home campuses
- No ADA funding

3rd-12th

Statewide Online School through TXVSN

- GISD would apply to be a provider
- Receive half-time ADA funding.
- Districts must sign a waiver and agree to fund the other half.
- Staffed by GISD Teachers
- Use TXVSN Approved Curriculum and Teacher Training
- Potential to enroll out of district students and receive fees for the courses

Virtual Program Budget Projections

Based on High (4,200 students), Medium (3,150 students) and Low (1,200 student) VSP Enrollment Projections



Option A	Option B (with K-2)	Option B (without K-2)
Ongoing Cost	Ongoing Cost	Ongoing Cost
*Teachers: \$0	*Teachers: \$0	*Teachers: \$0
*Administrators \$0	*Administrators \$0	*Administrators \$0
*Counselor: \$0	*Counselor: \$0	*Counselor: \$0
* Anticipated reallocations pending enrollment	* Anticipated reallocations pending enrollment	* Anticipated reallocations pending enrollment
CTA (2) \$74,704	CTA (2) \$74,704	CTA (2) \$74,704
Instructional Coach (2) \$160,800	Instructional Coach (2) \$160,800	Instructional Coach (2) \$160,800
One Time Cost	One Time Cost	One Time Cost
Teacher Training Title II \$50,000	Teacher Training Title II \$50,000	Teacher Training Title II \$50,000
Curriculum & Resources \$50,000	Curriculum & Resources \$50,000	Curriculum & Resources \$20,000
General Funds: \$285,504	General Funds: \$285,504	General Funds: \$255,504
ADA Impact: \$0	ADA Impact: high: \$ -15,697,500 K-2: 0 ADA mid: \$ -11,778,500 3-12: ADA low: \$ -7,848,750	ADA Impact: high: \$ -11,602,715 3-12: ADA mid: \$ -8,703,500 low: \$ -5,801,250
Total General Funds/Cost: \$285,504	Total General Funds/Cost: \$8,134,254 - \$15,983,004	Total General Funds/Cost: \$6,056,754 - \$11,858,219

WITHOUT A VSP OPTION, THE BUDGET IMPACT COULD BE \$11.6-15.98 MILLION IF 3,150 STUDENTS UNENROLLED

ORIGINAL PROPOSAL
Updated recommendation provided on next slide.

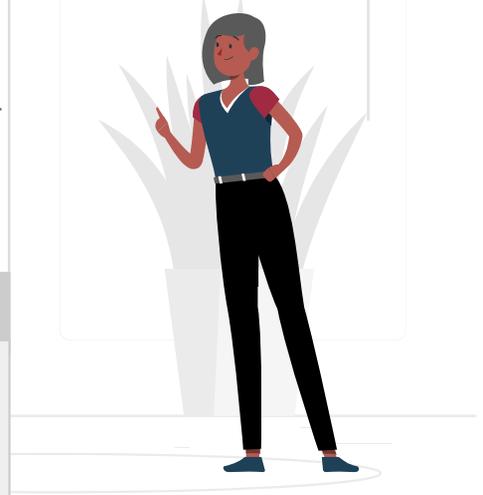


Virtual Program Budget Projections

Based on maximum budget in pact of \$5,000,000

Option A { full ADA funding }	Option B with K-2 { half ADA funding 3-12 } { no ADA funding K-2 }	Option B without K-2 { half ADA funding 3-12 }
Ongoing Cost	Ongoing Cost	Ongoing Cost
*Teachers: \$ 0	*Teachers: \$ 0	*Teachers: \$ 0
*Administrator(s): \$ 0	*Administrator(s): \$ 0	*Administrator(s): \$ 0
*Counselor: \$ 0	*Counselor: \$ 0	*Counselor: \$ 0
<i>* Anticipated reallocations pending enrollment</i>	<i>* Anticipated reallocations pending enrollment</i>	<i>* Anticipated reallocations pending enrollment</i>
CTA (2) \$ 74,704	CTA (2) \$ 74,704	CTA (2) \$ 74,704
Instructional Coach (2) \$ 160,800	Instructional Coach (2) \$ 160,800	Instructional Coach (2) \$ 160,800
One Time Cost	One Time Cost	One Time Cost
Teacher Training Title II	Teacher Training Title II	Teacher Training Title II
Curriculum & Resources \$ 50,000	Curriculum & Resources \$ 50,000	Curriculum & Resources \$ 20,000
General Funds: \$ 285,504	General Funds: \$ 285,504	General Funds: \$ 255,504
ADA Impact: \$ 0	ADA Impact: \$ -4,998,500	ADA Impact: \$ -4,998,500
PROJECTED ENROLLMENT: TBD	PROJECTED ENROLLMENT: 1,337 STUDENTS K-2 enrollment cap of 201 students & grade 3-12 enrollment cap of 1,337 students	PROJECTED ENROLLMENT: 1,538 STUDENTS Grade 3-12 enrollment cap of 1,538 students
Total General Funds/Cost: \$ 285,504	Total General Funds/Cost: \$ 5,284,004	Total General Funds/Cost: \$ 5,254,004

WITHOUT A VSP OPTION, THE BUDGET IMPACT COULD BE \$8.6-27.3 MILLION IF STUDENTS UNENROLLED



GISD Virtual Program Identity



VIRTUAL SCHOOL

INNOVATING CURRICULUM ONLINE

K-8th Grade



High School



The slide features a white background with a dark red border. Five light gray circles of varying sizes are scattered around the central text: one small circle at the top left, one medium circle at the top right, one large circle at the bottom left, one large circle at the bottom right, and one small circle at the bottom right.

Questions?



Garland Independent School District Board of Trustees

Date of Meeting: April 27, 2021

Agenda Item: Consider Approval to Allow Inter-District Transfers for the Garland Independent School District

Agenda Section: Action Item

Administrator Responsible: Dr. Susanna Russell
Chief Leadership Officer

Board Goal Objective:

OBJECTIVE I: GRADUATION OUTCOMES

Percent of students successfully completing graduation and College, Career, Military Ready (CCM-R) requirements.

Superintendent's Goal:

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:

Trustees will receive an update on the exploration of open enrollment for Garland ISD. Updated information will include:

- Updated PEIMS report on transfers in and out of Garland ISD
- Updated PEIMS transfer trends report, to include 2020 data
- List of campuses with available space for transfer students
- Protocols and processes update
- Amended timeline
- Feedback from the multiethnic committee and parent focus groups
- Draft marketing plan

This agenda item was presented to the Finance Committee on April 13, 2021.

Administrative Recommendations:

Provided for your consideration.

Memo

To: GISD School Board Trustees

From: Dr. Susanna Russell, Chief Leadership Officer

CC: Dr. Ricardo López, GISD Superintendent

Date: March 26, 2021

Subject: Open Enrollment Update

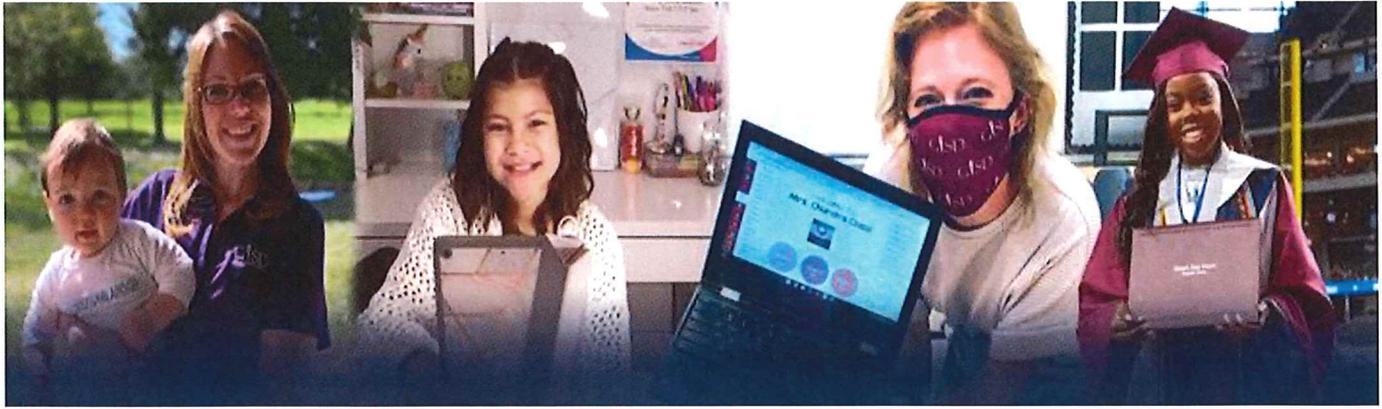
During the upcoming School Board Finance Committee meeting scheduled for Tuesday, April 13, 2021, Dr. Hemphill and I will be sharing an information item regarding an open enrollment update. Items that will be covered include:

- Updated PEIMS report on transfers in and out of Garland ISD
- Updated PEIMS transfer trends report, to include 2020 data
- List of campuses with available space for transfer students
- Protocols and processes update
- Amended timeline
- Feedback from the multiethnic committee and parent focus groups
- Draft marketing plan

In advance of the presentation, I am providing a draft of the presentation to be shared during the meeting, as well as a packet of supplementary information for your review. Specifically, you are receiving:

- Draft internal open enrollment handbook, which contains the admissions review rubric
- PEIMS report on transfers in and out of Garland ISD
- PEIMS transfer trends report, to include 2020 data

The team is looking forward to the opportunity to share this information with you and to answer any questions you may have.



Draft Open Enrollment (Out-of-District) Transfer Protocols for 2021 – 20XX

Application Process

A **2nd Choice Period** – will occur after the 1-12 Choice of School notifications have been made each year. The 2nd Choice window will last no more than 4 weeks. Students will receive their notifications no more than 6 weeks after the 2nd Choice period opens.

To apply for an **out-of-district transfer**, the parent completes our form, which looks like the Employee verification form -

<https://ecmdocuments.garlandisd.net/Forms/EmployeeChildVerification>

- Make the form user-friendly - Where do I find the records information? Contact your school's data clerk or registrar to secure
- Add area to upload a birth certificate, report card, attendance record, current year discipline record
- Based on availability, what are your top 3 choices?

Campus Review Committees for Initial Acceptance

Year 1 - Central review by Student Services to expedite the process.

Year 2+ - 5 Area Review Teams comprised of ADs and Campus Administrators based on the student's first choice

Skyward - Mass import choices of qualified students and process choices

Once the Transfer is Approved

The student will be able to enroll using Skyward's New Student Online Enrollment Form. To differentiate the student from resident students for PEIMS, the student will receive a unique

Student Type Code – TBD

The student and parent must sign the Parent-Student Compact electronically.

Lottery

If multiple students meet our standards at the same level, we will leverage the online Magnet system.

Screening Rubric

Based on a 3-point scale. Students may score up to 18 points on the screening rubric. The parent must secure the most recent record to demonstrate -

Attendance: **95% or better** = 3; 90-94% = 2; 89% or less = 1;

Grades: Consider all 4 Core Classes 90-100 = 3; 80-89 = 2; 70-79 = 1

- Up to 12 points may be earned in in this category

Discipline: 0 incidents = 3; 1-2 ODR = 2; 3 ODR = 1; 4 - 7 ODR = 0; more than 7 = -1
(Students with suspensions/expulsions or DAEP/JJAEF placements will not be considered)

18 Possible Points

15-18 Points - Immediate Acceptance

10-14 Wait List for Possible Consideration

Is there a consideration for Race/Ethnicity? Y

- Enhance the balance at schools
- Cannot place the student if they would cause further imbalance

Student – Parent Compact

*This Transfer Agreement establishes the terms and conditions for the student named below to attend Garland ISD as a transfer student for the **2021-2022** school year. Student is a resident of the _____ school district.*

*Student's parent or guardian requests that the student be permitted to attend Garland ISD schools in the **2021-2022** school year and agrees to the following terms and conditions for that transfer:*

1. This transfer is effective for the **current school year only**. District approval of this transfer creates no right or expectation that the student will be admitted as a transfer for any subsequent school year.
2. This transfer is approved for the **named student only**. District approval of this transfer creates no right or expectation that another student from the same family will be admitted as a transfer.
3. Student must maintain **acceptable levels of attendance, academic achievement, and compliance with the Student Code of Conduct** throughout the entire school year. Parent(s) must comply with and observe **all District policies** and reasonable District and campus procedures and requirements.
4. The Superintendent may, at the end of the school year, revoke the transfer of a student who fails to maintain an acceptable level of attendance, academic achievement, or compliance with the Student Code of Conduct during a school year or who fails to pay tuition on time.
5. The Superintendent may revoke the transfer of a student whose parent(s) do not comply with and observe all District policies and reasonable District and campus procedures and requirements.
6. If the student's approved transfer status is revoked, revocation ordinarily will be effective at the end of the school year.
7. If the student's approved transfer status is revoked for any reason, the student shall not be eligible for admission in the future under a Power of Attorney or Affidavit for Enrollment of a

Minor Child.

8. The parent(s) or the student will be **responsible for transportation** to and from the District school to which the student is assigned.
9. Except as modified by this Transfer Agreement, the student will be subject to all policies, regulations, rights, privileges, and responsibilities of enrollment in the District as if he or she resided in the District.

The District and the parent(s) agree that this Transfer Agreement is the entire agreement controlling the admission and enrollment of the student in the District for the 2021-2022 school year.

Student's Signature

Date

Parent's Signature

Date

Student's Printed Name

Date

Parent's Printed Name

Date

Office Input

Administrative Notes

Annual End of Year Transfer Review

This process will be conducted before Choice of School period closes for the upcoming school year. The student's seat will be released if the student does not meet the requirements.

Meet all requirements: **Y – Continue and participate in the choice process; N - Receive an end of transfer eligibility letter and their seat released.**

Campus Teams will review each transfer student who is easily identifiable by their student type code. If a student maintains a rubric score of 12 or higher with no DAEP placements or expellable offenses, the student is allowed to continue. Must be completed before Choice of School is processed.

Suggested campus team composition

- Principal or Assistant Principal
- 3 Teachers (at least one elective teacher)

As of October 30th, 2020

**Texas Education Agency
Student Transfer Report
2020-2021
Region X Richardson
Garland ISD (057909)
Charter Status: Traditional ISD/CSD**

	District Name (Number)	Transfers
Transfers In From	Allen ISD (043901)	n/a
	Anna ISD (043902)	n/a
	Caddo Mills ISD (116901)	n/a
	Carrollton-Farmers Branch ISD (057903)	n/a
	Cedar Hill ISD (057904)	n/a
	Community ISD (043918)	n/a
	Crandall ISD (129901)	n/a
	Dallas ISD (057905)	38
	Farmersville ISD (043904)	n/a
	Forney ISD (129902)	12
	Frisco ISD (043905)	n/a
	Greenville ISD (116905)	n/a
	McKinney ISD (043907)	n/a
	Mesquite ISD (057914)	44
	Plano ISD (043910)	12
	Quinlan ISD (116908)	n/a
	Richardson ISD (057916)	12
	Rockwall ISD (199901)	31
	Royse City ISD (199902)	16
	Terrell ISD (129906)	n/a
Wylie ISD (043914)	34	
	Total Transfers In	227
Transfers Out To	A+ Academy (057829)	n/a
	Allen ISD (043901)	n/a
	Arlington ISD (220901)	n/a
	Bridgeway Preparatory Academy (057851)	n/a
	Caddo Mills ISD (116901)	n/a
	Carrollton-Farmers Branch ISD (057903)	14
	Cedar Hill ISD (057904)	n/a
	Cityscape Schools (057841)	33
	Community ISD (043918)	n/a
	Crandall ISD (129901)	n/a
	Dallas ISD (057905)	200
	Desoto ISD (057906)	n/a
	Education Center International Aca (057833)	170
	Evant ISD (050901)	n/a
	Evolution Academy Charter School (057834)	23
Forney ISD (129902)	n/a	

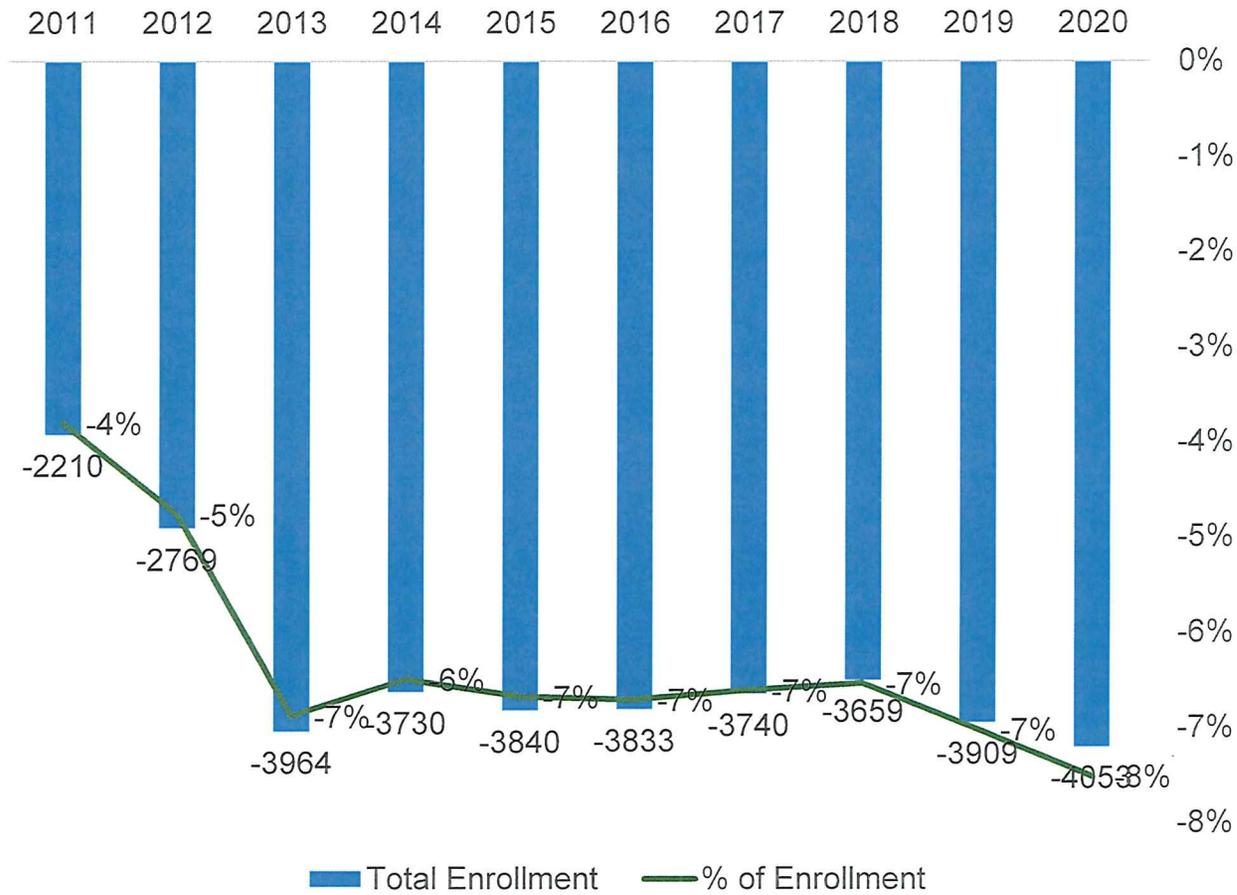
District Name (Number)	Transfers
Frisco ISD (043905)	13
Gateway Charter Academy (057831)	n/a
Gladewater ISD (092901)	n/a
Golden Rule Charter School (057835)	n/a
Grapevine-Colleyville ISD (220906)	n/a
Great Hearts Texas (015835)	n/a
Greenville ISD (116905)	n/a
Hallsville ISD (102904)	85
Harlingen CISD (031903)	n/a
Harmony Science Acad (Waco) (161807)	1,188
Imagine International Academy Of N (043801)	n/a
Inspired Vision Academy (057830)	n/a
International Leadership Of Texas (057848)	1,137
Karnes City ISD (128901)	n/a
Keller ISD (220907)	n/a
Kipp Texas Public Schools (227820)	n/a
Lancaster ISD (057913)	n/a
Legacy Preparatory (057846)	28
Life School (057807)	n/a
Lone Oak ISD (116906)	n/a
Lovejoy ISD (043919)	10
Lumin Education (057805)	n/a
Manara Academy (057844)	n/a
McKinney ISD (043907)	n/a
Mesquite ISD (057914)	73
Nova Academy (057809)	n/a
Nova Academy Southeast (057827)	n/a
Pegasus School Of Liberal Arts And (057802)	n/a
Pioneer Technology & Arts Academy (057850)	35
Plano ISD (043910)	60
Premier High Schools (072801)	16
Prosper ISD (043912)	n/a
Quinlan ISD (116908)	n/a
Richardson ISD (057916)	231
Richland Collegiate High School (057840)	142
Rockwall ISD (199901)	53
Royse City ISD (199902)	n/a
St Anthony School (057836)	n/a
Sunnyvale ISD (057919)	11
Terrell ISD (129906)	n/a
Texans Can Academies (057804)	123
Texarkana ISD (019907)	n/a
Texas College Preparatory Academie (221801)	307
The Excel Center (For Adults) (227827)	n/a
Trinity Basin Preparatory (057813)	10
Universal Academy (057808)	n/a
University Of Texas At Austin H S (227506)	n/a
Uplift Education (057803)	85
Wills Point ISD (234907)	n/a
Winfrey Academy Charter Schools (057828)	18

District Name (Number)	Transfers
Wylie ISD (043914)	93
Total Transfers Out	4,280

"N/A" indicates counts or percentages are not available (i.e., masked) to comply with the Family Educational Rights and Privacy Act (FERPA). Masked numbers are typically small, although larger numbers may be masked to prevent imputation.

March 02, 2021 at 7:21:01 AM

Inter-District Transfers in Garland ISD



Source: PEIMS Transfer Report



Garland Independent School District Board of Trustees

Date of Meeting:	April 27, 2021
Agenda Item:	Waiver to Request Hybrid Instruction During District-Scheduled Testing Days for K–8th Grade Students
Agenda Section:	Action Item
Administrator Responsible:	Babetta Hemphill, EdD Executive Director Student Services & School Choice

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:

Remote instruction can be an option on certain testing days. For example, if a campus cannot assess all students for specific assessments, including STAAR, TELPAS online assessments, and certain college readiness assessments (SAT, PSAT, ACT, ACT Aspire, and TSIA), during the district-scheduled assessment days and comply with local health protocols, the district can submit a waiver request to require students who are not scheduled to take that assessment to learn remotely on a scheduled testing day.

For students in kindergarten through grade 8, school systems may apply for the Hybrid Instruction During District-Scheduled Testing Days for K–8th Grade Students Waiver. This waiver is intended to allow school systems to establish a less-than-daily on-campus attendance schedule as the sole offering for students in one or more campuses of the district in order to reduce the number of individuals on campus at any one time and increase the total number of students served in an on-campus setting in the district on testing days. This should be limited to a maximum of five days per administration. All waivers will be conditionally approved upon receipt but may be subject to further review by TEA. In the event one of these testing days has already occurred, waivers can be submitted now and approvals can be granted retroactively.

Administrative Recommendations:

The administration recommends approval of the waiver request.



Elementary STAAR Testing Days

April

Monday	Tuesday	Wednesday	Thursday	Friday
05	06 4 th grade Writing STAAR— Paper	07	08	09
12	13 4 th grade Writing--Online 5 th grade Asynchronous	14	15	16

May

Monday	Tuesday	Wednesday	Thursday	Friday
10	11 3 rd grade Math--Paper 4 th grade Math--Paper 5 th grade Math--Paper	12 3 rd grade Reading--Paper 4 th grade Reading--Paper 5 th grade Reading--Paper	13 5 th grade Science STAAR-- Paper & Online 4 th Grade Asynchronous	14 3 rd grade Reading--Online 4 th grade Reading--Online KN Asynchronous 1 st grade Asynchronous 2 nd grade Asynchronous 5 th grade Asynchronous
17	18 5 th grade Math--Online 3 rd grade Asynchronous	19 5 th grade Reading--Online 3 rd grade Asynchronous 4 th grade Asynchronous	20	21 3 rd grade Math--Online 4 th grade Math--Online KN Asynchronous 1 st grade Asynchronous 2 nd grade Asynchronous 5 th grade Asynchronous

**Please note that Montessori campuses may differ.*

***Students must take all STAAR assessments on-site. Paper-based assessments are only for select students. The majority of GISD students will take the online-based assessments.*

****Asynchronous instruction is for all students in the identified grade/subject, including face-to-face students.*



Middle School STAAR Testing Days

April

Monday	Tuesday	Wednesday	Thursday	Friday
05	06 7 th grade Writing STAAR— Paper	07	08	09
12	13 7 th grade Writing--Online 6 th grade Asynchronous 8 th grade Asynchronous	14	15	16

May

Monday	Tuesday	Wednesday	Thursday	Friday
03	04 Algebra I EOC--Paper (MS & HS)	05	06 8 th grade Science—Paper & Online 6 th grade Asynchronous 7 th grade Asynchronous	07 8 th grade Social Studies— Paper & Online 6 th grade Asynchronous 7 th grade Asynchronous
10	11 6 th grade Math--Paper 7 th grade Math--Paper 8 th grade Math--Paper	12 6 th grade Reading--Paper 7 th grade Reading--Paper 8 th grade Reading--Paper	13 6 th grade Reading--Online MS Algebra I EOC—Online 7 th grade Asynchronous* 8 th grade Asynchronous*	14 7 th grade Reading—Online 6 th grade Asynchronous 8 th grade Asynchronous
17	18 8 th grade Math--Online 6 th grade Asynchronous 7 th grade Asynchronous*	19 8 th grade Reading--Online 6 th grade Asynchronous 7 th grade Asynchronous	20	21 6 th grade Math—Online 7 th grade Math--Online 8 th grade Asynchronous

****Students must take all STAAR assessments on-site. Paper-based assessments are only for select students. The majority of GISD students will take the online-based assessments.**

*****Asynchronous instruction is for all students in the identified grade/subject, including face-to-face students.**



STATE TESTING
ATTENDANCE
WAIVERS

2020-2021

Request for Hybrid Instruction

Purpose: District-Scheduled Testing Days

Who: Selected Grade-Levels/Subjects of Non-Testers

Parent/Student Action: Attendance Guidelines

When: Level Testing Calendars

Testing Calendars



Elementary STAAR Testing Days

April

Monday	Tuesday	Wednesday	Thursday	Friday
05	06 4 th grade Writing STAAR—Paper	07	08	09
12	13 4 th grade Writing—Online 5 th grade Asynchronous	14	15	16

May

Monday	Tuesday	Wednesday	Thursday	Friday
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17	18 5 th grade Math—Online 3 rd grade Asynchronous	19 5 th grade Reading—Online 3 rd grade Asynchronous 4 th grade Asynchronous	20	21 3 rd grade Math—Online 4 th grade Math—Online KN Asynchronous 1 st grade Asynchronous 2 nd grade Asynchronous 5 th grade Asynchronous

**Please note that Montessori campuses may differ.*



Middle School STAAR Testing Days

April

Monday	Tuesday	Wednesday	Thursday	Friday
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May

Monday	Tuesday	Wednesday	Thursday	Friday
03	04 Algebra I EOC—Paper (MS & HS)	05	06 8 th grade Science—Paper & Online 6 th grade Asynchronous 7 th grade Asynchronous	07 8 th grade Social Studies—Paper & Online 6 th grade Asynchronous 7 th grade Asynchronous
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High School STAAR Testing Day

March 24th – SAT Day; Asynchronous for 9th, 10th, 12th non-testers

April

Monday	Tuesday	Wednesday	Thursday	Friday
05	06 English I STAAR EOC—Paper	07	08 English II STAAR EOC—Paper	09
12	13 English I EOC—Online English I EOC Non-Testers Asynchronous	14	15 English II EOC—Online English II EOC Non-Testers Asynchronous	16

May

Monday	Tuesday	Wednesday	Thursday	Friday
03	04 Algebra I EOC—Paper (MS & HS)	05 U.S. History EOC—Paper	06 Biology EOC—Paper	07
10	11	12	13	14
17	18 U.S. History EOC—Online U.S. History EOC Non-Testers Asynchronous	19 HS Algebra I EOC—Online HS Algebra I EOC Non-Testers Asynchronous	20	21 Biology EOC—Online Biology EOC Non-Testers Asynchronous

Attendance for Non-Testing Students

	Remote Students	Teachers	Clerks
Before Testing	Practice logging on to Skyward using their S-ID and NPIN.	<ul style="list-style-type: none"> ❑ Check that students know their login info ❑ Add Asynchronous assignment for Testing day to Canvas. 	Run a report to provide S-ID and NPIN information to Students.
Day of Testing	<ul style="list-style-type: none"> ❑ Log on to Skyward Student Access to complete the Attendance Check-in under the Online Forms tab. ❑ Log on to Canvas to complete assignments from teachers. 	Complete and Submit Testing Attendance to attendance staff.	<ul style="list-style-type: none"> ❑ Input testing attendance for students. ❑ Use F- TS or A- absent from testing.
Day after Testing		<ul style="list-style-type: none"> ❑ Review Canvas for student progress on assignments on the testing date. ❑ Edit Testing Day Attendance to Asynchronous Presence or Absence 	
After Teacher Updates			<ul style="list-style-type: none"> ❑ Run a Skyward Data Mining report for a list of students with a completed survey. ❑ Update the individual student attendance with Y- VA



QUESTIONS



Garland Independent School District Board of Trustees

Date of Meeting:	April 27, 2021
Agenda Item:	Waiver to Request for 40% Campus Hybrid Instruction for 9th-12th Grade Students
Agenda Section:	Action Item
Administrator Responsible:	Babetta Hemphill, EdD Executive Director Student Services & School Choice

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:

Remote instruction can be an option on certain testing days. For example, if a campus cannot assess all students for specific assessments, including STAAR, TELPAS online assessments, and certain college readiness assessments (SAT, PSAT, ACT, ACT Aspire, and TSIA), during the district-scheduled assessment days and comply with local health protocols, the district can submit a waiver request to require students who are not scheduled to take that assessment to learn remotely on a scheduled testing day.

For students in grades 9–12, school systems have access to this flexibility through the 40% Campus Hybrid Instruction for 9th–12th Grade Students Waiver. This waiver is intended to allow school systems to establish a less-than-daily on-campus attendance schedule as the sole offering for students in one or more campuses of the district in order to reduce the number of individuals on campus at any one time and increase the total number of students served in an on-campus setting in the district on testing days.

In the event there is not a daily on-campus attendance option in one or more of these grade levels, the LEA must ensure that on-campus attendance is offered as part of the hybrid schedule at least 40% of the days in each grading cycle (typically 6-or 9-weeks periods). Any LEA that pursues this hybrid option while not providing a daily on-campus offering for students who otherwise wish to attend on-campus may do so after submitting a waiver request to TEA. All waivers will be conditionally approved upon receipt but may be subject to further review by TEA.

Administrative Recommendations:

The administration recommends approval of the waiver request.



High School STAAR Testing Days

March 24th – SAT Day; Asynchronous for 9th, 10th, 12th non-testers

April

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05	06 English I STAAR EOC— Paper	07	08 English II STAAR EOC— Paper	09
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03	04 Algebra I EOC--Paper (MS & HS)	05 U.S. History EOC--Paper	06 Biology EOC—Paper	07
10	11	12	13	14
17	18 U.S. History EOC—Online U.S. History EOC Non- Testers Asynchronous	19 HS Algebra I EOC—Online HS Algebra I EOC Non- Testers Asynchronous	20	21 Biology EOC—Online Biology EOC Non-Testers Asynchronous

****Students must take all STAAR assessments on-site. Paper-based assessments are only for select students. The majority of GISD students will take the online-based assessments.**

*****Asynchronous instruction is for all students in the identified grade/subject, including face-to-face students.**



STATE TESTING
ATTENDANCE
WAIVERS

2020-2021

Request for Hybrid Instruction

Purpose: District-Scheduled Testing Days

Who: Selected Grade-Levels/Subjects of
Non-Testers

Parent/Student Action: Attendance Guidelines

When: Level Testing Calendars

Testing Calendars



Elementary STAAR Testing Days

April

Monday	Tuesday	Wednesday	Thursday	Friday
05	06 4 th grade Writing STAAR—Paper	07	08	09
12	13 4 th grade Writing—Online 5 th grade Asynchronous	14	15	16

May

Monday	Tuesday	Wednesday	Thursday	Friday
10	11 3 rd grade Math—Paper 4 th grade Math—Paper 5 th grade Math—Paper	12 3 rd grade Reading—Paper 4 th grade Reading—Paper 5 th grade Reading—Paper	13 5 th grade Science STAAR—Paper & Online 4 th Grade Asynchronous	14 3 rd grade Reading—Online 4 th grade Reading—Online KN Asynchronous 1 st grade Asynchronous 2 nd grade Asynchronous 5 th grade Asynchronous
17	18 5 th grade Math—Online 3 rd grade Asynchronous	19 5 th grade Reading—Online 3 rd grade Asynchronous 4 th grade Asynchronous	20	21 3 rd grade Math—Online 4 th grade Math—Online KN Asynchronous 1 st grade Asynchronous 2 nd grade Asynchronous 5 th grade Asynchronous

*Please note that Montessori campuses may differ.



Middle School STAAR Testing Days

April

Monday	Tuesday	Wednesday	Thursday	Friday
05	06 7 th grade Writing STAAR—Paper	07	08	09
12	13 7 th grade Writing—Online 6 th grade Asynchronous 8 th grade Asynchronous	14	15	16

May

Monday	Tuesday	Wednesday	Thursday	Friday
03	04 Algebra I EOC—Paper (MS & HS)	05	06 8 th grade Science—Paper & Online 6 th grade Asynchronous 7 th grade Asynchronous	07 8 th grade Social Studies—Paper & Online 6 th grade Asynchronous 7 th grade Asynchronous
10	11 6 th grade Math—Paper 7 th grade Math—Paper 8 th grade Math—Paper	12 6 th grade Reading—Paper 7 th grade Reading—Paper 8 th grade Reading—Paper	13 6 th grade Reading—Online MS Algebra I EOC—Online 7 th grade Asynchronous* 8 th grade Asynchronous*	14 7 th grade Reading—Online 6 th grade Asynchronous 8 th grade Asynchronous
17	18 8 th grade Math—Online 6 th grade Asynchronous 7 th grade Asynchronous*	19 6 th grade Reading—Online 6 th grade Asynchronous 7 th grade Asynchronous	20	21 6 th grade Math—Online 7 th grade Math—Online 8 th grade Asynchronous



High School STAAR Testing Day

March 24th – SAT Day; Asynchronous for 9th, 10th, 12th non-testers

April

Monday	Tuesday	Wednesday	Thursday	Friday
05	06 English I STAAR EOC—Paper	07	08 English II STAAR EOC—Paper	09
12	13 English I EOC—Online English I EOC Non-Testers Asynchronous	14	15 English II EOC—Online English II EOC Non-Testers Asynchronous	16

May

Monday	Tuesday	Wednesday	Thursday	Friday
03	04 Algebra I EOC—Paper (MS & HS)	05 U.S. History EOC—Paper	06 Biology EOC—Paper	07
10	11	12	13	14
17	18 U.S. History EOC—Online U.S. History EOC Non-Testers Asynchronous	19 HS Algebra I EOC—Online HS Algebra I EOC Non-Testers Asynchronous	20	21 Biology EOC—Online Biology EOC Non-Testers Asynchronous

Attendance for Non-Testing Students

	Remote Students	Teachers	Clerks
Before Testing	Practice logging on to Skyward using their S-ID and NPIN.	<ul style="list-style-type: none"> ❑ Check that students know their login info ❑ Add Asynchronous assignment for Testing day to Canvas. 	Run a report to provide S-ID and NPIN information to Students.
Day of Testing	<ul style="list-style-type: none"> ❑ Log on to Skyward Student Access to complete the Attendance Check-in under the Online Forms tab. ❑ Log on to Canvas to complete assignments from teachers. 	Complete and Submit Testing Attendance to attendance staff.	<ul style="list-style-type: none"> ❑ Input testing attendance for students. ❑ Use F- TS or A- absent from testing.
Day after Testing		<ul style="list-style-type: none"> ❑ Review Canvas for student progress on assignments on the testing date. ❑ Edit Testing Day Attendance to Asynchronous Presence or Absence 	
After Teacher Updates			<ul style="list-style-type: none"> ❑ Run a Skyward Data Mining report for a list of students with a completed survey. ❑ Update the individual student attendance with Y- VA



QUESTIONS



**Garland Independent School District
Board of Trustees**

Date of Meeting: April 27, 2021

Agenda Item: Resolution Concerning Waiver of Local Board Policy to Require Two Readings of Policy before Adoption

Agenda Section: Action Item

Administrator Responsible: Lisa Ray
General Counsel

Summary/Background Information:

Administration desires to align current grievance policies to a more efficient process. Accordingly, proposed revisions to local policies DGBA (Local), GF (Local) and CY (Local) are presented to achieve this goal.

The proposed revision to FL (Local) addresses the release of student contact information.

The proposed revisions to FC (Local) and FDA (Local) align the policies to allow for open enrollment should the District move in that direction.

The proposed revisions to CFC (Local) align the policy to effectuate the internal audit process and reporting structure of the Internal Auditor to the Internal Audit Group and Board of Trustees.

Given the timing of proposed policy revisions, it is recommended that the Board waive its own requirement in BF (Local) by resolution and adopt the policies in one reading. This waiver of the dual reading requirement in BF (Local) is limited to these particular policies.

Administrative Recommendations:

The Resolution Concerning Waiving Local Policy Requirement to First Present Board Policies DGBA (Local), GF (Local), CJ (Local), FC (Local), FDA (Local), FL (Local) and CFC (Local) as a Discussion Item is presented for your approval.

**BOARD OF TRUSTEES
GARLAND INDEPENDENT SCHOOL DISTRICT
RESOLUTION CONCERNING WAIVING
LOCAL POLICY REQUIREMENT TO FIRST PRESENT
DGBA (LOCAL), GF (LOCAL), CJ (LOCAL), FL (LOCAL); FDA (LOCAL), FC
(LOCAL) AND CFC (LOCAL) AS A DISCUSSION ITEM**

State of Texas

§

County of Dallas

§

§

WHEREAS, the Garland Independent School District Board of Trustees has adopted policies BF (Legal) and (Local) to address matters of law and local discretion regarding how Board Policies are presented for adoption and approval at Garland ISD; and

WHEREAS, the Garland Independent School District Board of Trustees local policy require that proposed policies or revisions to policy shall be first presented to the Board as discussion items; and

WHEREAS, the Garland Independent School District Board of Trustees local policy requires that formal adoption of new or revised local policies shall not occur earlier than the next meeting of the Board after discussion; and

WHEREAS, the some of the proposed local policy changes primarily incorporate relevant changes to the proposed open enrollment action and internal auditor.

WHEREAS, Garland Independent School District Board policy BF Local would not allow the District to have two readings of the proposed changes to the relevant policies in Update 115, and the policies have been vetted with the Policy Advisory Group beforehand; therefore,

NOW, THEREFORE, BE IT RESOLVED,

1. BF (Local) policy require that proposed policies or revisions to policy shall be first presented to the Board as discussion items; and
2. The administration seeks to align the policies to its current practices and promote efficiency;
3. On March 29, 2021, these proposed changes were vetted by the Policy Advisory Group;
4. For the sake of efficiency and expediency, the proposed changes to the local polices should be adopted and approved at the Board meeting on April 27, 2021, so the District may begin implementing these policy changes, especially with open enrollment and to align internal audit practices with policy.

5. This waiver is just for the adoption of DGBA (LOCAL), GF (LOCAL), CJ (LOCAL), FL (LOCAL); FDA (LOCAL), FC (LOCAL) AND CFC (LOCAL) for this meeting and will not apply to future versions which may be provided for Board adoption.

PASSED, APPROVED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE GARLAND INDEPENDENT SCHOOL DISTRICT, DALLAS COUNTY, TEXAS on the 27th day of March, 2021.

Garland ISD Board of Trustees

Attest:

Robert Selders,
Garland ISD Board President

Wes Johnson,
Garland ISD Board Secretary



Garland Independent School District Board of Trustees

Date of Meeting: April 27, 2021

Agenda Item: Consider Approval of Board Policies: DGBA (Local), GF(Local), CJ (Local), FC (Local), FDA (Local), FL (Local), CFC (Local)

Agenda Section: Action Item

Administrator Responsible: Lisa Ray
General Counsel

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:

Administration desires to align current grievance policies to a more efficient process. Accordingly, proposed revisions to local policies DGBA (Local), GF (Local) and CY (Local) are presented to achieve this goal.

The proposed revision to FL (Local) addresses the release of student contact information.

The proposed revisions to FC (Local) and FDA (Local) align the policies to allow for open enrollment should the District move in that direction.

The proposed revisions to CFC (Local) align the policy to effectuate the internal audit process and reporting structure of the Internal Auditor to the Internal Audit Group and Board

of Trustees.

All of the above-referenced policies and proposed revisions were reviewed by the Policy Advisory Group on March 29, 2021.

Administrative Recommendations: For approval.

**Employment
Assistance
Prohibited**

No District employee shall assist a contractor or agent of the District or of any other school district in obtaining a new job if the employee knows, or has probable cause to believe, that the contractor or agent engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative file does not violate this prohibition.

No District contractor or agent shall assist an employee, contractor, or agent of the District or of any other school district in obtaining a new job if the contractor or agent knows, or has probable cause to believe, that the individual engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition.

[See also DC for prohibitions relating to employees]

**Vendor and
Contractor
Complaints**

Guiding Principles
and Application

This following provisions apply to all complaints or grievances from:

1. All persons, corporations, partnerships, or any other entity that seeks engagement in or has engaged in a contractual relationship with the District to provide goods or services; and
2. All persons, corporations, partnerships, or any other entity that claims to have performed services or provided goods to the District based on any understanding it may have had with any officer, employee, or agent of the District.

The complaints or grievances shall be related to or arising from:

1. The administration or performance of contracts or an alleged contract for goods or services by the District, its agents, its employees, or its contractors; or
2. The acts of the District or any of its employees, officers, agents, or contractors related to a contract or an alleged contract for goods or services, including the alleged negligent or intentional conduct of any District employees, officers, agents, or contractors.

This policy constitutes a contractual adjudication procedure enforceable under Texas Local Government Code 271.154.

This policy shall not apply to persons who are employees of the District or to any complaint or grievance arising from employment in the District.

Definitions

Complaint /
Grievance

For purposes of this policy, the following definitions shall apply.

The terms "complaint" and "grievance" shall have the same meaning.

<p><u>Filing</u></p>	<p><u>“Filing” shall mean submitted by certified mail, return receipt request. Filing shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline date.</u></p>
<p><u>Days</u></p>	<p><u>“Days” shall mean calendar days.</u></p> <p><u>“Business days” shall mean days on which the District’s administrative office is open for business and does not include weekends or holidays.</u></p> <p><u>In calculating time lines under this policy, the day a document is filed, mailed, or otherwise delivered is “day zero;” all deadlines shall be determined by counting the following day or business day, as appropriate, as “day one.”</u></p>
<p><u>Response</u></p>	<p><u>At Levels One and Two, “response” shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, faxed, or sent by U.S. Mail to the individual’s mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline and received by the individual or designated representative no more than three business days after the response deadline.</u></p>
<p><u>Representative</u></p>	<p><u>“Representative” shall mean any person who or organization that is designated by the individual to represent the individual in the complaint process.</u></p> <p><u>The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days’ notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District’s counsel.</u></p>
<p><u>General Provisions</u></p>	<p><u>Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not bring separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.</u></p>
<p><u>Untimely Filings</u></p>	<p><u>Complaints that are not filed in accordance with the time lines shall be dismissed. No administrator shall have the authority to extend a deadline for filing a complaint.</u></p> <p><u>The complainant may appeal the dismissal by seeking review in writing within ten days, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</u></p>

	<p><u>All appeals challenging the determination of timeliness shall be filed in writing and state the reason the complainant believes the complaint was timely filed. For appeals of timeliness only, the complainant shall not be entitled to make a personal presentation at any grievance level on the subject. Rather a determination shall be made solely on the written documentations provided by the complainant in connection with the appeal.</u></p>
<u>Costs Incurred</u>	<p><u>Each party shall pay its own costs incurred in the course of the complaint.</u></p>
<u>Failure to Attend Hearing</u>	<p><u>Failure of the complainant or designated representative to attend a scheduled hearing shall constitute a waiver of the right to relief at that level and shall affirm the decision of the lower level, if applicable. The failure of a complainant or designated representative to attend a scheduled hearing shall also constitute a waiver of the complainant's right to proceed to any higher grievance level.</u></p>
<u>Complaint Form</u>	<p><u>Complaints under this policy shall be submitted in writing on a form provided by the District.</u></p> <p><u>Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.</u></p> <p><u>A complaint form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing a complaint.</u></p>
<u>Relief Granted</u>	<p><u>A complainant shall not be allowed to appeal the decision of a hearing officer at Level One or Level Two when the decision has granted all of the relief requested.</u></p>
<u>Level One</u>	<p><u>Complaint forms must be filed:</u></p> <ol style="list-style-type: none"><u>1. Within 90 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and</u><u>2. With the lowest level administrator who has the authority to remedy the alleged problem.</u> <p><u>If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint</u></p>

Level Two

form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall hold a conference with the individual within ten business days after receipt of the written complaint. The administrator shall have ten business days following the conference to provide the individual a written response.

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days after receipt of the response or, if no response was received, within ten days of the response deadline at Level One.

The relief available to the complainant at Level Two shall be limited to that requested by the complainant at Level One. New or additional relief requested at Level Two shall not be considered at Level Two except at the discretion of the Superintendent or designee.

The Superintendent or designee shall hold a conference within ten business days after the appeal notice is filed. At the conference, the Superintendent or designee shall consider only the issues and documents presented by the grievant at Level One and identified in the Level Two appeal notice. The Superintendent or designee shall have ten business days following the conference to provide the individual a written response. The Superintendent or designee may consider District records in reaching a decision.

Level Three

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may appeal the decision to the Board. A complainant requesting a Level Three grievance hearing may request the opportunity to make an oral argument before the Board at the meeting where the grievance is to be considered. In the alternative, a complainant may present his or her Level Three grievance to the Board solely in the form of a written petition with supporting evidence. A grievance submitted to the Board in writing only shall be discussed in a closed session unless otherwise required to be discussed in open session under this policy and shall not require the complainant or representative to attend the hearing. If the complainant does not specifically request the opportunity to make an oral argument before the Board, then no oral argument shall be heard and the Board shall only consider the written record.

The appeal notice must be filed in writing, on a form provided by the District, within ten days after receipt of the response or, if no response was received, within ten days of the response deadline at Level Two.

The Superintendent or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board with copies of the complaint form, all responses, all appeal notices, and all written documentation previously submitted by the individual or the administration. The Board shall consider only those issues and documents presented at the preceding levels and identified in the appeal notice.

The Board shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or the individual's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The relief available to the complainant at Level Three shall be limited to that requested by the complainant at Level One or granted to the complainant at Level Two. New or additional relief requested by the complainant at Level Two or Level Three shall not be considered.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. Announcing the Board's decision or announcing the effect of Board inaction in the complainant's presence constitutes communication of the decision. If, for any reason, the Board fails to reach a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

Garland ISD
057909

CONTRACTED SERVICES

CJ
(LOCAL)

DATE ISSUED: 2/14/2017
UPDATE 107
CJ(LOCAL)-A

ADOPTED:

6 of 6

Desegregation Plan

The District is governed by a desegregation plan under the Civil Rights Act of 1964, approved 1970 Civil Court Order No. 3-4100-C, and amended 1987 Civil Court Action No. 3-4100-C. Under the provisions of the plan, the District does not designate school attendance areas. Instead, the plan requires parents or 18-year-old students to select annually the school that the students will attend the following school year.

Freedom of Choice Plan

A student cannot be enrolled at any school unless a choice of school is made. The District provides the option of a minimum of a 30-day choice period. In the fall semester, those students entering grades 1–12 will have the opportunity to participate in choice of school. A student entering prekindergarten and kindergarten shall participate in the choice of school program in the spring semester. If by the end of the choice period the parent or 18-year-old student has not selected a school to attend, the District shall make a choice for the student. This choice is binding for the next school year.

The District Freedom of Choice Plan requires that all schools must conform to court-established ethnicity ratios. School enrollment capacities have been established at each campus limiting the number of students at each campus because of available space. These two factors will impact final student assignment. These are the only two reasons a choice of school would be denied.

The District will conduct a third choice of school period for students who request an interdistrict transfer. Non-resident students may be granted a transfer to a campus that has an opening after all resident students have been assigned at the conclusion of the 1-12 choice of school period.

Displacement from Choice of School

Some student displacement may occur due to enforcement of the District's desegregation plan. When a student is displaced at the school of choice as indicated during the annual choice period or upon enrollment in the District, free attendance will be offered at another District campus where space is available and ethnicity ratios would not be compromised.

Documentation of Displacement

The executive director of student services shall furnish building principals with the name of any student who is displaced from his or her original choice submitted during the choice of school period. These students shall be noted as attending a school due to District adherence to the court-ordered desegregation plan or capacity limitations.

Transferring to Original Choice School

Displaced students denied their choice under the desegregation plan may opt to transfer back to the original choice of school depending on availability. Students transferring at the first available

opportunity to do so should not have penalties levied against them for doing such. Students failing to take advantage of the first available opportunity to return to the original choice school shall not be extended the same immunity for transferring.

Athletic Eligibility

Student athletes who have established eligibility for University Interscholastic League (UIL) activities at one school may be required to transfer to another school in order to maintain ethnic balance or correct an overcrowded condition. This type of transfer may occur although the student has not had a change of residence. When such a transfer is beyond the control or choice of the student, athletic eligibility shall not be forfeited. Once the transfer has occurred for the school year, the athlete may not transfer back to the original school without loss of one year's eligibility.

There may be instances where bus routes may be changed in order to establish or preserve ethnic or capacity balance. In those instances, a student athlete who has already established eligibility at one school may be forced to transfer to another school because the school-provided bus route is the only available means of transportation. In these cases, the student may remain at the original school if he or she provides his or her own transportation. Family circumstances may preclude such a choice. When such students transfer to a new school because of revised bus routes, athletic eligibility shall not be compromised.

The receiving building principal shall be responsible for notifying the athletic director concerning any athlete whose school transfer for desegregation-related purposes would otherwise present an eligibility issue. The receiving principal and coach shall furnish to the athletic director a signed statement indicating that the transfer was related to administration of the court order and that the student was not recruited for athletic purposes. Further, the receiving principal must complete a previous athletic participation form and submit it to the athletic director. The form shall state that the student did not transfer for athletic purposes. The athletic director must then forward the previous athletic participation form to the UIL District Executive Committee for approval.

District Boundaries

School eligibility and voting rights of persons whose homesites are split by District lines shall be determined by the following conditions:

1. Property is bisected by the District boundary line but the house is entirely out of the District: school-age residents shall not be eligible to attend District schools.

SCHOOL ATTENDANCE AREAS

FC
(LOCAL)

2. Property is bisected by the District boundary line, but the house is entirely in the District: school-age residents shall be eligible to attend District schools.
3. Property and house are bisected by the District boundary line: school-age residents shall be eligible to attend District schools.

An affirmative choice must be made by the parent, guardian, or other person under a power of attorney determining which district the student will attend.

This decision establishes evidence that the adult involved intends to be considered a resident of the District.

The circumstances of actual physical location of at least a portion of a home itself in a district along with an intentional decision to send a student to school in that district should be sufficient to satisfactorily determine legal residency for the purpose of schooling and voting rights.

**Interdistrict
Transfers Authority**

The Superintendent or designee is authorized to accept or reject any nonresident transfer requests, provided that such action is without regard to race, religion, color, sex, disability, national origin, or ancestral language.

Transfer Requests

A resident student who becomes a nonresident during the course of a school year shall be permitted to continue in attendance for the remainder of the school year, so long as the student's enrollment does not place the District out of compliance with federal or state law. A nonresident student shall not be permitted to attend District schools except as provided below.

A nonresident student wishing to transfer into the District shall file an application for transfer each school year with the Superintendent or designee. Transfers shall be granted for one regular school year at a time.

Factors

In approving transfers, the Superintendent or designee shall consider availability of space, compliance with federal court-ordered ethnic balance, instructional staff, the student's disciplinary history, attendance records, and academic records. Furthermore, resident students will take priority over non-resident transfers.

Transfer
Agreements

A transfer student shall be notified in the written transfer agreement that he or she must follow all rules and regulations of the District. Violation of the terms of the agreement may result in a transfer request not being approved the following year.

-Exceptions

A resident student who becomes a nonresident during the course of a school year may be granted a time extension to remain in District schools as provided below.

*Senior Year
Privilege*

A student who finishes grade 11 as a legal resident of the District and then becomes a nonresident student may complete the senior year in the District, provided the student is projected to have a sufficient number of credits to graduate at the end of the school year. The Superintendent or designee shall, on a case-by-case basis, review a student's eligibility regarding the credits needed for graduation.

Underclassmen
Privilege

An underclassman who begins the school year as a legal resident of the District and who becomes a nonresident student during the course of a semester shall be permitted to continue in attendance for the remainder of that semester before being withdrawn. The student must complete an out of district transfer form and be accepted to continue their enrollment in the district.

A resident grade 11 student who becomes a nonresident student during the second semester of the junior year and who is permitted to finish the junior year shall not be eligible to remain in the District for the senior year.

*Children or
Grandchildren of
Nonresident
Employees*

A full-time employee who does not reside in the District may request that his or her child or grandchild be admitted into District schools by filing an application with the Superintendent or designee. A transfer shall be granted on a tuition-free basis for as long as the employee continues to be employed by the District, subject to this policy and provisions of the applicable guidelines. Upon the parent's, grandparent's, or guardian's separation from employment from the District for any reason, the transfer shall be revoked, and the student shall no longer be eligible to attend District schools unless the student resides in the District.

A full-time employee may request transfer status for his or her child or grandchild immediately upon employment or any time during the school year. Application timelines and placement of a child of a nonresident employee shall be in accordance with administrative guidelines. A child of a nonresident employee eligible to enroll under this provision shall participate in the choice period under the Freedom of Choice plan. As long as a student is continuously enrolled at a campus, the student may continue to attend the same campus in subsequent grades, even if the campus later becomes closed. Children or grandchildren of nonresident employees must participate in the choice process when transferring from prekindergarten to kindergarten, from fifth to sixth grade, and from eighth to ninth grade.

A school transfer for a child of a nonresident employee shall be decided by the same provisions as all other students.

Tuition-based
~~Preschool~~
Programs

Residency in the District is not a requirement for a child of a District employee to be eligible for enrollment in any tuition-based program.

~~Underclassmen
Privilege~~

~~An underclassman who begins the school year as a legal resident of the District and who becomes a nonresident student during the course of a semester shall be permitted to continue in attendance for the remainder of that semester before being withdrawn.~~

~~A resident grade 11 student who becomes a nonresident student during the second semester of the junior year and who is permitted to finish the junior year shall not be eligible to remain in the District for the senior year.~~

<p><i>Early Admission</i></p>	<p>A student and his or her parent or legal guardian who live outside the District on the first day of school and who present verifiable documentation that the parent or student will reside within the District prior to the end of the first grading cycle may apply to the Superintendent or designee for permission to begin the school year in a District school. Satisfactory evidence includes, but is not limited to, a contractual agreement (lease, rental, purchase) for a residence within the District. The Superintendent or designee shall, on a case-by-case basis, review the requests for early admission.</p> <p>A student granted early admission shall attend the school he or she would have otherwise attended as a new student to the District, provided there is space available for the student under ethnic balance and/or student capacity standards.</p>
<p>UIL Eligibility</p>	<p>When the student and his or her parent or legal guardian do not reside within the District but the student is allowed early admission under this policy, the student shall not be eligible for participation in varsity UIL activities until the student actually moves into the District. Should the move-in occur after school has started, a 15-day waiting period is required before the student can participate in a varsity UIL activity.</p>
<p>School Placement</p>	<p>A student who is allowed to remain in the District for the remainder of the semester or school year shall be allowed to attend the school the student has been attending, provided the placement does not compromise compliance with federal court-ordered ethnic balance or local or state student capacity limits.</p> <p>Any exception granted to a student under this policy shall be revoked if the exception causes the District to be noncompliant with federal mandates or state statute.</p>
<p>Revocation of Transfer Transfer Agreement</p>	<p>A transfer student attending a District school whose placement in the District becomes a disruption to school operations or a detriment to the learning of other students because of disciplinary or attendance problems may have the transfer agreement revoked on the recommendation of the assistant superintendent. Written notification of the transfer revocation shall be sent to the school district where the student resides.</p>
<p>False Information</p>	<p>A student who is allowed to enroll or remain in the District based on information that is false or untrue, or based on information that becomes untrue because of changed circumstances, shall be withdrawn immediately upon discovery of the false or untrue information.</p>
<p>Tuition</p>	<p><u>The Board shall determine annually the amount of tuition to be charged, within statutory limits.</u></p>

ADMISSIONS
INTERDISTRICT TRANSFERS

FDA
(LOCAL)

	<p>A student permitted to attend a District school shall be allowed to remain in the District for the time specified without paying a tuition fee.</p>
<p>Out-of-District Transfers</p>	<p>The District shall assume no responsibility for tuition fees required of students transferring out of the District, except as required by statute or policy.</p>
<p>Transportation</p>	<p><u>The District shall not provide transportation for a nonresident student who transfers into the District from an out of district location.</u></p>
	<p>A student allowed to attend a District school shall not be eligible to use District transportation to and from school regardless of distance unless the District is otherwise required by law to provide such transportation.</p>
<p>Appeals</p>	<p>Any appeals shall be made in accordance with FNG(LOCAL) and GF(LOCAL), as appropriate.</p>

Comprehensive System

The Superintendent shall develop and maintain a comprehensive system of student records and reports dealing with all facets of the school program operation and shall ensure through reasonable procedures that records are accessed by authorized persons only, as allowed by this policy. These data and records shall be stored in a safe and secure manner and shall be conveniently retrievable for use by authorized school officials.

Cumulative Record

A cumulative record shall be maintained for each student from entrance into District schools until withdrawal or graduation from the District.

This record shall move with the student from school to school and be maintained at the school where currently enrolled until graduation or withdrawal. Records for nonenrolled students shall be retained for the period of time required by law. No permanent records may be destroyed without explicit permission from the Superintendent. [See CPC]

Custodian of Records

The executive director of student services is custodian of all records for currently enrolled students. The executive director of student services is the custodian of records for students who have withdrawn or graduated. The student handbook made available to all students and parents shall contain a listing of the addresses of District schools, as well as the Superintendent's business address.

Types of Education Records

The record custodian shall be responsible for the education records of the District. These records may include:

1. Admissions data, personal and family data, including certification of date of birth.
2. Standardized test data, including intelligence, aptitude, interest, personality, and social adjustment ratings.
3. All achievement records, as determined by tests, recorded grades, and teacher evaluations.
4. All documentation regarding a student's testing history and any accelerated instruction he or she has received, including any documentation of discussion or action by a grade placement committee convened for the student.
5. Health services record, including:
 - a. The results of any tuberculin tests required by the District.
 - b. The findings of screening or health appraisal programs the District conducts or provides. [See FFAA]

- c. Immunization records. [See FFAB]
6. Attendance records.
7. Student questionnaires.
8. Records of teacher, school counselor, or administrative conferences with the student or pertaining to the student.
9. Verified reports of serious or recurrent behavior patterns.
10. Copies of correspondence with parents and others concerned with the student.
11. Records transferred from other districts in which the student was enrolled.
12. Records pertaining to participation in extracurricular activities.
13. Information relating to student participation in special programs.
14. Records of fees assessed and paid.
15. Records pertaining to student and parent complaints.
16. Other records that may contribute to an understanding of the student.

Access by Parents

The District shall make a student's records available to the student's parents, as permitted by law. The records custodian or designee shall use reasonable procedures to verify the requester's identity before disclosing student records containing personally identifiable information.

Records may be reviewed in person during regular school hours without charge upon written request to the records custodian. For in-person viewing, the records custodian or designee shall be available to explain the record and to answer questions. The confidential nature of the student's records shall be maintained at all times, and records to be viewed shall be restricted to use only in the Superintendent's, principal's, or school counselor's office, or other restricted area designated by the records custodian. The original copy of the record or any document contained in the cumulative record shall not be removed from the school.

Copies of records are available at a per copy cost, payable in advance. Copies of records must be requested in writing. Parents may be denied copies of records if they fail to follow proper procedures or pay the copying charge. If the student qualifies for free or reduced-price lunches and the parents are unable to view

the records during regular school hours, upon written request of a parent, one copy of the record shall be provided at no charge.

A parent may continue to have access to his or her child's records under specific circumstances after the student has attained 18 years of age or is attending an institution of postsecondary education. [See FL(LEGAL)]

Access by School Officials

A school official shall be allowed access to student records if he or she has a legitimate educational interest in the records.

For the purposes of this policy, "school officials" shall include:

1. An employee, Board member, or agent of the District, including an attorney, a consultant, a contractor, a volunteer, a school resource officer, and any outside service provider used by the District to perform institutional services.
2. An employee of a cooperative of which the District is a member or of a facility with which the District contracts for placement of students with disabilities.
3. A contractor retained by a cooperative of which the District is a member or by a facility with which the District contracts for placement of students with disabilities.
4. A parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.
5. A person appointed to serve on a team to support the District's safe and supportive school program.

All contractors provided with student records shall follow the same rules as employees concerning privacy of the records and shall return the records upon completion of the assignment.

A school official has a "legitimate educational interest" in a student's records when he or she is:

1. Working with the student;
2. Considering disciplinary or academic actions, the student's case, or an individualized education program for a student with disabilities;
3. Compiling statistical data;
4. Reviewing an education record to fulfill the official's professional responsibility; or
5. Investigating or evaluating programs.

STUDENT RECORDS

FL
(LOCAL)

**Transcripts and
Transfers of Records**

The District may request transcripts from previously attended schools for students transferring into District schools; however, the ultimate responsibility for obtaining transcripts from sending schools rests with the parent or student, if 18 or older.

For purposes of a student's enrollment or transfer, the District shall promptly forward in accordance with the timeline provided in law education records upon request to officials of other schools or school systems in which the student intends to enroll or enrolls. [See FD(LEGAL), Required Documentation] The District may return an education record to the school identified as the source of the record.

**Records
Responsibility for
Students in Special
Education**

The executive director of student services shall be responsible for ensuring the confidentiality of any personally identifiable information in records of students in special education.

A current listing of names and positions of persons who have access to records of students in special education is maintained at each campus and in the special education department.

**Procedure to Amend
Records**

Within 15 District business days of the record custodian's receipt of a request to amend records, the District shall notify the parents in writing of its decision on the request and, if the request is denied, of their right to a hearing. If a hearing is requested, it shall be held within ten District business days after the request is received.

Parents shall be notified in advance of the date, time, and place of the hearing. An administrator who is not responsible for the contested records and who does not have a direct interest in the outcome of the hearing shall conduct the hearing. The parents shall be given a full and fair opportunity to present evidence and, at their own expense, may be assisted or represented at the hearing.

The parents shall be notified of the decision in writing within ten District business days of the hearing. The decision shall be based solely on the evidence presented at the hearing and shall include a summary of the evidence and reasons for the decision. If the decision is to deny the request, the parents shall be informed that they have 30 District business days within which to exercise their right to place in the record a statement commenting on the contested information and/or stating any reason for disagreeing with the District's decision.

**Directory
Information**

The District has designated the following categories of information as directory information: student name, address, telephone listing, photograph, place of birth, honors and awards received, dates of attendance, grade level, enrollment status, most recent educational

institution attended, participation in officially recognized activities and sports, and weight and height of members of athletic teams.

Unless a parent directs otherwise on a form provided by the District, the District shall release designated directory information to organizations or individuals who request the information and meet the specific purpose or group definition outlined below. Additionally, the District is required by law to release designated directory information to military recruiters and institutions of higher education for secondary students, unless a parent directs otherwise on a form provided by the District.

The District shall only release directory information:

1. To military recruiters and institutions of higher education, as required by law; and
2. For school/District-sponsored purposes as defined below.

Under the Elementary and Secondary Education Act of 1965 (ESEA), the District shall provide, on a request made by a military recruiter or an institution of higher education, secondary school students' names, addresses, and telephone listings unless a student's parent has opted-out of such disclosures.

For purposes of this policy, "school/District-sponsored purposes" shall include all official District and campus publications, including yearbooks, newsletters, directories, graduation-related documents, as well as announcements related to school/District activities, honors, and awards.

All Other
Purposes/Third-
Party Requestors

For all other purposes, including third-party requesters, directory information shall include student's name only.

~~Directory information for District students has been classified into two separate categories:~~

- ~~6. Items for use only for school-sponsored purposes; and~~
- ~~7. Items for all other purposes.~~

School-Sponsored
Purposes

~~For the following school-sponsored purposes—all District publications and announcements—directory information shall include student name, address, telephone listing, e-mail address, photograph, date of birth, major field of study, honors and awards received, dates of attendance, grade level, most recent educational institution attended, participation in officially recognized activities and sports, and weight and height of members of athletic teams.~~

STUDENT RECORDS

FL
(LOCAL)

~~All Other Purposes~~

~~For all other purposes, directory information shall include student name, address, telephone listing, e-mail address, photograph, date of birth, major field of study, honors and awards received, dates of attendance, grade level, most recent educational institution attended, participation in officially recognized activities and sports, and weight and height of members of athletic teams.~~

**Internal Audit
Charter**

Purpose

The ~~District Board~~ has chosen to maintain a comprehensive program of internal auditing through the use of a contracted firm, hereinafter referred to as the Internal Audit Program Provider. The ~~director of Internal~~ Audit Program Provider shall furnish the Board and administration with analyses, recommendations, counsel, and information concerning reviewed-audited activities. The District shall support the internal audit program as an objective assurance of its operations and shall consider this evaluation in its objectives to improve the effectiveness of all processes.

Role

The Board establishes the Internal Audit department program and defines its responsibilities. The role of Internal Audit shall be to provide an independent and objective evaluation and assurance activity that assists the Board and District management in accomplishing their objectives by bringing a systemic and disciplined approach to evaluate the organization's risk management, control, and governance processes. ~~The department shall operate consistent with Board policy CAA(LOCAL).~~

~~Internal Audit may administer the District's hotline and perform investigations regarding alleged fraud. Non-fraud complaints are forwarded to the appropriate administrator consistent with Board policies, and complaints regarding specific personnel including personnel issues falling under Board policy DGBA(LOCAL) are forwarded to the Title IX coordinator.~~

~~Investigations of fraud shall be limited to financial issues. If during the investigation matters become more related to ongoing or serious employee misconduct, Internal Audit shall turn over the investigation to Human Resources. Internal Audit shall provide Human Resources with a report on its findings up to that point regarding the alleged fraud reported. The internal auditor may continue such an investigation upon the request of the Board of Trustees, Board Finance and Audit Committee, Title IX coordinator, Superintendent, or general counsel.~~

~~The role of the internal auditor shall not circumvent Board policies DIA(LOCAL) or FFH(LOCAL).~~

~~In the event of a conflict between the processes outlined in this policy and the processes outlined in any other Board policy, the other Board policy shall control.~~

Professional
Standards

~~The Internal Audit Program Provider 's staff shall adhere to the Institute of Internal Auditors' (IIA) Standards for the Professional Practice of Internal Auditing. Each member of Internal Audit shall also comply with the Institute of Internal Auditors' Code of Ethics.~~

Authority

The Texas Education Code Section 11.170 states that if a school district employs an internal auditor: (1) the Board of Trustees shall select the internal auditor; and (2) the internal auditor shall report directly to the Board.

~~Internal auditing is a staff function with no authority over the personnel and activities being audited. Its independence from operating responsibility promotes objectivity.~~ As an independent appraisal function, Internal Audit may examine and evaluate any activity of the District as directed by the Board. To conduct audits, the ~~audit staff~~Internal Audit Program Provider shall be authorized access to District activities, records (paper or electronic), property, and personnel. ~~Audit staff~~The Provider shall only be authorized access to student records to the extent permissible under law, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA).

~~Documents and information provided to Internal Audit during a periodic review shall be handled in the same prudent and confidential manner as by those employees normally accountable for them.~~

~~Internal Audit is not authorized to conduct searches of an employee's work space without the written approval of the employee. Any documents requested that are not provided to Internal Audit shall be requested in writing to the employee's immediate supervisor.~~

~~Outside of the workday, Internal Audit should not meet with any employee, on or off District facilities, without the written approval of Human Resources. However, an employee may request a meeting with Internal Audit outside of working hours or off District premises, should he or she desire to do so.~~

Organization

The Internal Audit Program Provider shall report to the Garland ISD Board of Trustees, and operationally to the Board's Internal Audit Advisory Group. The Internal Audit Advisory Group will work directly with the Internal Audit Program Provider to manage the internal audit program.

The Internal Audit Advisory Group shall be comprised of three board members appointed by the Board President. Each member will serve a one-year term, but may be appointed for consecutive terms. The Internal Audit Advisory Group will meet at least quarterly, and at other times designated by the Internal Audit Advisory Group Chair.

~~The internal audit program and the internal auditor shall collaborate under policies established by the Board and Board-approved~~

~~procedures established by the Board Finance and Audit Committee. Although the director of Internal Audit reports directly or “functionally” to the Board, and administratively to the Superintendent, the Finance and Audit Committee~~The Internal Audit Advisory Group shall serve as an initial point of contact to be responsible for accomplishing the following:

1. Meet periodically with the ~~internal auditor~~Internal Audit Program Provider and review all reports ~~and direct corrective action for improvements;~~
2. Review communications from the ~~internal auditor~~Internal Audit Program Provider; and
3. ~~Receive updates on the implementation of internal audit recommendations.~~

~~For purposes of this policy, “report functionally” means, but is not limited to, the Board acting in:~~

- ~~4.3.~~ Approving/Recommend Internal Audit plans to the Board for approval;
- ~~5.4.~~ Establishing/Recommend resource requirements for the ~~auditor~~internal audit program, including the audit budget, to the Board for approval and resource plan;
- ~~6.5.~~ Receiving communication from the ~~director of~~ Internal Audit Program Provider and administration on Internal Audit’s performance relative to its plans and other matters;
6. Communicateing with Internal Audit Program Provider’s director concerning Internal Audit activities; and,
7. Receive updates on the implementation of internal audit recommendations from the Administration.
8. ~~Making final decisions regarding the appointment or removal of the director of Internal Audit;~~
9. ~~Making the decision to place Internal Audit’s director on administrative leave for a period of greater than two consecutive weeks; and~~
10. Approving the remuneration of Internal Audit’s director.

Individual Board members may contact ~~Internal Audit’s director~~the Internal Audit Program Provider with suggestions of investigation or audit focus areas but shall not have individual authority to direct such audits or investigations. Individual board members making such a suggestion shall contact the Internal Audit Advisory Group Chair, and the Internal Audit Advisory Group will consider

~~suggestions in developing the annual audit plan. Final Audit selection shall be based on ~~the Internal Audit director's professional judgment~~ the recommendation of the Internal Audit Advisory Group, and approval by, augmented by the direction of ~~the~~ the Board acting as a whole.~~

~~For purposes of this policy, "report administratively" means the Superintendent providing appropriate structure for Internal Audit's function within the District, which includes, but is not limited to:~~

- ~~11. Budget, accounting, procurement, and information technology support;~~
- ~~12. Human Resource administration, including support in hiring personnel and providing compensation;~~
- ~~13. Communication with the director of Internal Audit concerning the department's activities;~~
- ~~14. Adequate work space, furniture, and equipment;~~
- ~~15. Administration of the District's policies and procedures to include enforcement of time and attendance, travel, and purchasing requirements;~~
- ~~16. Assistance to the Board in evaluation of the Internal Audit director's performance;~~
- ~~17. Recommendations regarding the appointment or removal of the director of Internal Audit; and~~
- ~~18. Placing the director of Internal Audit on administrative leave for up to two consecutive weeks without Board approval.~~

~~The Superintendent may direct also suggest areas to be investigated or audited to the Internal Audit Advisory Group for consideration. and shall work cooperatively with Internal Audit's director to ensure access and removal of impediments to audited areas.~~

~~Internal Audit may conduct other investigations or audits at the request of the Board, Finance and Audit Committee, Superintendent, or general counsel. The Title IX coordinator may request Internal Audit's assistance in an investigation he or she is conducting with a limited scope.~~

Inability to Perform

~~Internal Audit's director shall provide notice in writing within three business days if after receiving a directive to conduct an audit or investigation from the Board, the Superintendent, or general counsel, the director determines that he or she is not qualified or lacks the necessary resources to perform the requested task. In~~

Independence

~~the written notice, Internal Audit's director shall inform the requesting party what resources or qualifications are necessary to competently perform the requested audit or investigation and shall work cooperatively with the requesting party to assist the District in obtaining the desired audit or investigation.~~

~~The Board, Superintendent, general counsel, and director of Internal Audit shall work cooperatively to ensure that requests or directives for investigations or audits do not conflict with other requested investigations or audits. If the requested audits or investigations conflict, the majority of the Board shall make the final decision.~~

All Internal Audit activities shall remain free of influence by any element in the District, including matters of audit selection, scope, procedures, frequency, timing, or report content, other than direction by the Board, Superintendent, or general counsel on areas to be audited to permit maintenance of an independent and objective mental attitude necessary to render reports.

~~Internal Audit's director shall have no direct operational responsibility or authority over any of the activities he or she reviews and shall neither develop nor install systems or procedures, prepare records, or engage in any other activity that would normally be audited. The director shall have no authority to direct the activities of any District employee not employed by Internal Audit except to the extent such employees have been appropriately assigned to assist Internal Audit.~~

~~If resources allow, The Internal Audit Program Provider may suggest Internal Audit's director may use professional judgment to select and conduct an audit or investigation without a directive from the Board, Superintendent, or general counsel to the Internal Audit Advisory Group, but will only proceed with the audit or investigation upon approval by the Internal Audit Advisory Group and the Board. The Board may direct that an audit or investigation not be performed or completed.~~

Audit Scope

The scope of Internal Audit may encompass the examination and evaluation of the adequacy and effectiveness of the District's governance, risk management process, system of internal controls, and the quality of performance in carrying out assigned responsibilities to achieve the District's stated goals and objectives.

This includes:

1. Auditing or reviewing the reliability and integrity of financial and operating information and the means used to identify, measure, classify, and report such information;

2. Auditing or reviewing the systems established to ensure compliance with those policies, plans, procedures, laws, and regulations, which could have a significant impact on operations and reports and whether the District is in compliance;
3. Auditing or reviewing the means of safeguarding assets and, as appropriate, verifying the existence of such assets;
4. Auditing or reviewing and appraising the economy and efficiency with which resources are employed;
5. Auditing or reviewing operations or programs to ascertain whether results are consistent with established objectives and goals and whether the operations or programs are being carried out as planned;
- ~~6. Auditing or reviewing specific operations at the direction of the Board or the District administration, as appropriate; and~~
- ~~7.6.~~ Monitoring and evaluating the effectiveness of the District's risk management system.

Audit Planning

Internal audits shall be planned and conducted in accordance with the *Standards for the Professional Practice on Internal Auditing and the Code of Ethics* promulgated by the Institute of Internal Auditors. Internal audit plannings and execution shall include:

1. Establishing long-term risk-based plans by periodically conducting a risk assessment to determine the priorities of Internal Audit;
- ~~2.~~ Finalizing annual audit plans by incorporating risk assessment information and updates, follow-up audit results, and other priorities of the Board.
- ~~2.3.~~ Communicating Internal Audit's plans and resource requirements-The Internal Audit Service Provider submitting cost proposals to the Board Finance and Audit CommitteeInternal Audit Advisory Group for review and approvalconsideration;
- ~~4.~~ The Internal Audit Advisory Group recommending annual internal audit plans and cost proposals to the Board for approval;
- ~~3.5.~~ Responding to the Board Finance and Audit CommitteeInternal Audit Advisory Group's special requests for audit and consulting services;

Reporting

- ~~4. Responding to the Superintendent's special requests for audit and consulting services;~~
- ~~5-6. Communicating results and recommendations to appropriate individuals; the Internal Audit Advisory Group;~~
- ~~6-7. Maintaining a system for the Internal Audit Advisory Group to monitor the disposition implementation of recommendations results and recommendations communicated to the administration by the administration; and~~
- ~~7-8. Reporting periodically to the Board Finance and Audit Internal Audit Advisory Group. Committee on accomplishments relative to the audit plan and any special requests; reporting shall include significant risk, control, and policy issues identified during audits;~~
- ~~8. Coordinating audit efforts with the District's certified public accountants; and~~
- ~~9. Ensuring the continuing professional development of Internal Audit's staff.~~

A written report shall be prepared and issued by the Internal Audit's Program Provider director following the conclusion of each audit, and shall be distributed as appropriate based on procedures defined and approved by the Internal Audit Advisory Group. A copy of each finalized audit report and a summarization shall be forwarded to the Superintendent and Board.

All final audit reports may will include the administration's response and corrective action taken or to be taken regarding the specific findings and recommendations. The Internal Audit Advisory Group shall develop and approve procedures to guide the format of the administration's response shall include a timetable for anticipated completion of action to be taken and an explanation for any recommendations not addressed.

~~In cases where a response is not included within the audit report, management of the audited area shall respond in writing within 30 days of the publication to Internal Audit and those on the distribution list.~~

The Internal Audit Advisory Group may recommend follow-up audits to ensure progress on the implementation of recommendations. Follow-up audits shall be approved by the Board as part of the annual audit plan. Reports for follow-up audits will follow the same procedural requirements for dissemination as initial audit reports. shall be responsible for appropriate follow-up

Resolution of
Disputes

~~on audit findings and recommendations. All significant findings shall remain in an open issues file until cleared by Internal Audit.~~

~~The Internal Audit Program Provider shall issue periodic monthly program status reports to the Board Internal Audit Advisory Group with a copyies issued to the Superintendent.~~

~~Results of investigations of suspected fraudulent activities shall be provided to the Board Finance and Audit Committee, Superintendent, appropriate administrator, and Human Resources, when appropriate.~~

~~Internal Audit shall make all attempts to resolve at the lowest level any disputes regarding specific findings or recommendation disagreements. In the event Internal Audit's staff cannot resolve the issue, the matter shall be referred to the Superintendent for resolution. In the event the dispute is not satisfactorily resolved or involves the Superintendent, it shall be referred to the Board for adjudication.~~

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Complaints by ~~residents of the District~~~~members of the public~~ shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GF after the relevant complaint process:

1. Complaints concerning instructional resources shall be filed in accordance with EF.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with CKE.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Guiding Principles

Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the

appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the individual fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the individual's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the individual's email address of record, or sent by U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.

The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal

the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and
Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refile is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider

information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The individual may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the individual at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The individual may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or his or her representative, any

presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.



Garland Independent School District Board of Trustees

Date of Meeting: April 27, 2021

Agenda Item: Consider Approval of 2021-2022 Raise Scenarios

Agenda Section: Action Item

Administrator Responsible: Ms. Brandy Mayo
Executive Director of Budget

Dr. Gradyne Brown
Assistant Superintendent of Human Resources

Dr. Brent Ringo
Chief Financial Officer

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.

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:

Shown is the presentation of raise scenarios for the 2021-2022 school year.

This agenda item was presented to the Finance Committee for discussion on April 13, 2021.

Administrative Recommendations:

Provided for your consideration.

2021-2022 Raise Scenarios

Garland Independent School District

Crystal Ball for 2021 -2022

Weighted
Funding
Shifts?

COVID Impact

Demographer Report



Average Daily
Attendance

Federal Relief Funds?

Deficit SNS Fund?

Expect Revenue Adjustments

Full Time Equivalent (FTE) Average Salaries

Personnel accounts for
84% of GISD General Fund
Budget

Position	Days Worked	Avg Salary*
Teachers	187	65,000
Professional Support	187-226	62,500
Central Administration	226	136,700
Instructional Aides	186	29,600
Clerical	186-226	26,300
Auxiliary	186-260	47,600
*Includes benefits		

Reduction of Full Time Equivalent (FTE) Positions

- All reductions will be accomplished through attrition (resignations and retirements)
- Reductions are based upon needed budget savings and TASB studies conducted 2018-2020
- Budget savings are based upon average salary plus benefits for each FTE



Projected FTE Reductions—Campus

Position	Number Reduced	Average FTE cost	Total Savings
Elementary Teacher*	22	65,000	1,430,000
Middle School Teacher	86	65,000	5,590,000
High School Teacher	97	65,000	6,305,000
High School Librarian	7	65,000	455,000
PAC Nurse	1	65,000	65,000
PAC Principal	1	115,000	115,000
Campus paraprofessionals	22	26,300	578,600
HS Gymnastics Coach stipend/days	1	16,000	16,000
*Depending upon enrollment this could increase to 32			

- Elementary staffing ratios are increased from 1:22 to 1:24
- TEA waiver will be required
- Middle school staffing increased from 1:25 to 1:27
- High school staffing increased from 1:25 to 1:27
- Clerical staffing is based upon the 2020 TASB study
- Total Savings—\$14,554,600

Projected FTE Reductions—Departments

Position	Number Reduced	Average FTE Cost	Total Savings
Aide Clinic	1	25,400	25,400
Assistant AD (full to part time)	1	54,000	54,000
Secretary to Director of FACE	1	41,000	41,000
Secretary Elem HR Director	1	41,000	41,000
Secretary Recruitment Coordinators	1	38,000	38,000

- Librarian staffing is based upon the TASB 2019 study
- Departmental staffing is based upon attrition
- Total Savings—\$199,400

Total Projected Staffing Budget Reductions

\$14,754,000



Promotions and Adjustments During 2020-2021 Fiscal Year

Promotions	108	\$3,172,000*
Salary Adjustments	4	\$31,074*

*Budget impacts are annualized, in most cases the changes were made mid year and the full amount will be realized in FY22



Breakdown of the Dollar

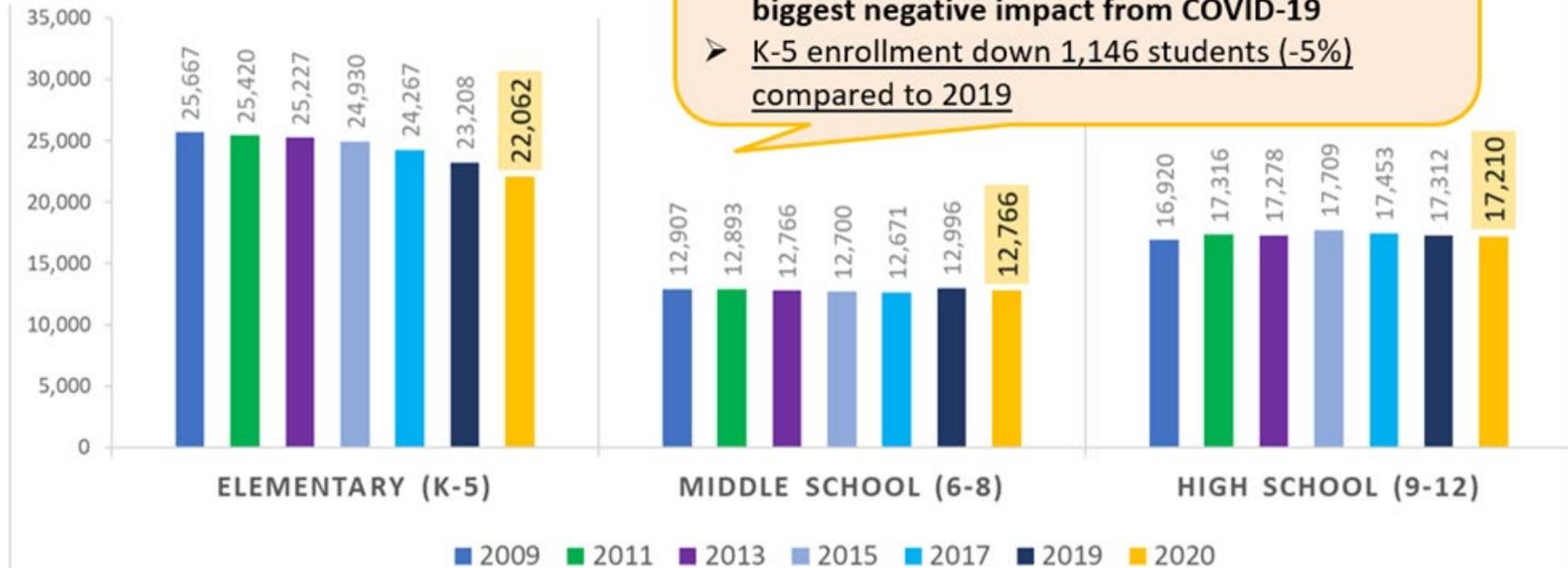
- Financial Rating = A Superior, Perfect Score
- 84% Payroll, 16% Non-Payroll
- Exceed State threshold for funds required to be committed to the classroom

	Percent of Budget
Function 1X – In the classroom or closely linked to the classroom	62%
Function 2X – Leadership to the classroom	8%
Function 3X – Provide student support	13%
Function 4X – General Administration	3%
Function 5X – Utilities, Technology, & Security	13%
Function 7X, 8X, & 9X	1%

Historical Enrollment History

Source School District Strategies

- Middle School and High students have returned closer to expectations for Fall 2020
- **Elementary enrollment (K-5) has seen the biggest negative impact from COVID-19**
- K-5 enrollment down 1,146 students (-5%) compared to 2019

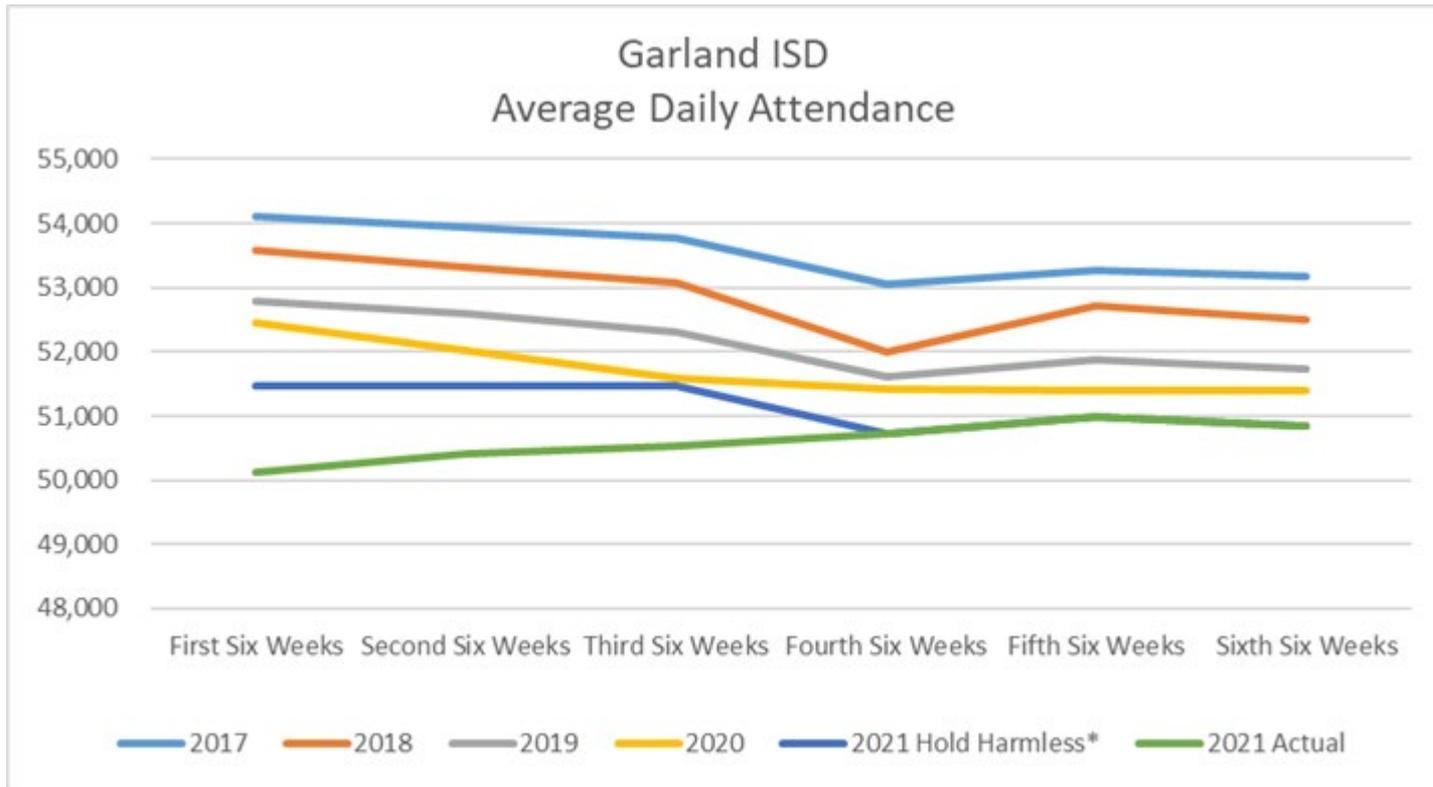


Historical Enrollment History Source School District Strategies

Year (Fall)	ELEMENTARY							MIDDLE			HIGH				District Total	Annual Growth	Percent Change
	EE/PK	K	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th			
2005	1,869	4,083	4,282	4,300	4,379	4,310	4,361	4,183	4,329	4,271	4,804	4,280	3,815	3,689	56,955		
2006	1,901	4,092	4,288	4,248	4,250	4,294	4,308	4,249	4,200	4,242	4,677	4,282	3,749	3,679	56,459	-496	-0.9%
2007	1,912	4,073	4,240	4,267	4,256	4,237	4,317	4,269	4,269	4,181	4,683	4,332	3,855	3,702	56,593	134	0.2%
2008	2,026	4,089	4,243	4,288	4,288	4,268	4,269	4,268	4,274	4,300	4,548	4,297	3,924	3,864	56,946	353	0.6%
2009	2,160	4,108	4,253	4,298	4,352	4,282	4,374	4,276	4,304	4,327	4,733	4,387	3,835	3,965	57,654	708	1.2%
2010	2,236	4,127	4,160	4,243	4,239	4,358	4,270	4,247	4,298	4,330	4,689	4,412	4,089	3,916	57,614	-40	-0.1%
2011	2,522	4,094	4,293	4,205	4,202	4,243	4,383	4,260	4,283	4,350	4,685	4,435	4,130	4,066	58,151	537	0.9%
2012	2,540	4,257	4,141	4,320	4,210	4,123	4,253	4,369	4,238	4,299	4,707	4,400	4,158	4,044	58,059	-92	-0.2%
2013	2,345	4,133	4,263	4,169	4,261	4,202	4,199	4,182	4,361	4,223	4,723	4,404	4,109	4,042	57,616	-443	-0.8%
2014	2,163	3,894	4,253	4,264	4,218	4,212	4,235	4,168	4,234	4,409	4,693	4,452	4,265	3,976	57,436	-180	-0.3%
2015	2,178	3,700	4,052	4,360	4,311	4,230	4,277	4,215	4,212	4,273	4,868	4,501	4,218	4,122	57,517	81	0.1%
2016	2,216	3,649	3,858	4,095	4,388	4,358	4,223	4,286	4,235	4,241	4,747	4,544	4,237	4,056	57,133	-384	-0.7%
2017	2,191	3,672	3,746	3,899	4,134	4,433	4,383	4,169	4,277	4,225	4,658	4,416	4,302	4,077	56,582	-551	-1.0%
2018	2,227	3,579	3,783	3,756	3,896	4,141	4,451	4,363	4,180	4,287	4,652	4,387	4,174	4,111	55,987	-595	-1.1%
2019	2,185	3,694	3,729	3,827	3,840	3,952	4,166	4,423	4,346	4,227	4,787	4,365	4,108	4,052	55,701	-286	-0.5%
2020	1,883	3,312	3,623	3,666	3,809	3,741	3,911	4,065	4,354	4,347	4,405	4,671	4,119	4,015	53,921	-1,780	-3.2%

- Pre-K and Kindergarten have experienced substantial enrollment declines due to COVID-19 (PK down 302; KG down 382 vs. 2019)
- The average size of grades 8-12 in now 634 students larger than the average for K-5th (4,311 vs. 3,677)

ADA History & Projections



Closing the Revenue Gaps

	2017-18		2018-19		2019-20		2020-21	
	Adopted Budget	Audited Actual	Adopted Budget 10-Month	Audited Actuals	Amended Budget HB3 10% TAV Growth	Audited Actuals	Adopted Budget TRE	Current Budget No TRE
REVENUE SUMMARY								
TOTAL LOCAL REVENUE	176,744,264	184,226,362	196,033,150	203,610,829	204,027,842	207,628,558	230,653,531	214,209,287
5742 - Interest Income	300,000	3,489,366	700,000	4,922,305	3,000,000	4,733,050	3,000,000	600,000
TOTAL STATE REVENUE	295,221,323	297,656,581	275,535,749	277,629,313	293,171,247	291,561,436	320,008,654	291,235,654
TOTAL FEDERAL REVENUE	1,700,000	10,509,731	7,700,000	12,545,502	8,000,000	9,521,673	9,000,000	9,000,000
5931-SHARS		8,160,896	6,000,000	10,810,901	6,000,000	7,658,544	7,000,000	7,000,000
TOTAL REVENUE SUMMARY	473,665,587	492,392,674	479,268,899	493,785,644	505,199,089	508,711,667	559,662,185	514,444,941

Prior to 2018-19, these revenue items were budgeted at \$0 or well below prior year actuals

An extra payment for SHARS was received in FY19, this was originally expected to increase the FY20 revenue budget. The payment was received early, thus the increase in actuals over budget in FY19

2021-2022 General Fund (GF) Budget

Assumptions *Subject to change with TEA HB3 Finalization

- Fully Operational in FY22
- Fiscal Year: July 1, 2021 to June 30, 2022
- Taxable Assessed Value Growth: 3% - will change with DCAD information
- 98% Tax Collection Rate
- M&O Tax Rate: \$0.9469, includes 5th Golden Penny
- Average Daily Attendance: Intersession ADA included
- Items still under consideration:
 - TIA
 - Virtual School
 - Any future Federal/State relief funds should be considered for one time purchases only

	Scenario 1	Scenario 2	Scenario 3	Scenario 4
Projected ADA	50,406	49,906	49,406	48,906
ADA Decrease	(500)	(1,000)	(1,500)	(2,000)

Summary of TRS Rate Changes

Fiscal Year	For pay received on or after	Member Contribution rate	State contribution rate	Pension Surcharge Rate	Public Education Employer (Non-OASDI) rate
FY 20	9/1/2019	7.7%	7.5%	15.20%	1.5%
FY 21	9/1/2020	7.7%	7.5%	15.20%	1.6%
FY 22	9/1/2021	8.0%	7.75%	15.75%	1.7%
FY 23	9/1/2022	8.0%	8.0%	16.00%	1.8%
FY 24	9/1/2023	8.25%	8.25%	16.50%	1.9%
FY 25	9/1/2024	8.25%	8.25%	16.50%	2.0%

This chart illustrates all of the contribution rate increases mandated by the Texas Legislature in the 2019 session.

General Fund Budget Recommendations

Recommendation		
1-Time (only in 2021-22 Fiscal Year)	Amount	Board Update
Wireless Hotspots	451,325	May-20
Oracle ERP Upgrade	750,000	January-21
21-2022 Convocation	100,000	April-21
Pre-K Furniture-- expansion	270,000	March-21
Total One Time Add	1,571,325	

Recommendation		
Ongoing (2021-22 & Future Fiscal Years)	Amount	Board Update
SRO Contract Increase	110,230	July-20
TRS On-behalf increase	800,000	April-20
Increase days for Bus Driver Pool, Substitute Drivers, Sped Bus Aide	251,164	March-21
Early College SGHS and Sachse Magnet Program	75,000	April-21
DCAD Annual Increase	34,930	April-21
24 Pre-k Teachers and 24 Pre-k Paraprofessionals-Updated-	2,160,000	April-21
Total Ongoing Add	3,431,324	

Total Ongoing & 1-Time Adds for Fiscal Year 2020-21	5,002,649
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Projected FY22 Budget

Garland ISD General Fund (199) Summary

	2020-21	2021-22	2021-22	2021-22	2021-22
	Current Budget No TRE	Projected Budget 3% TAV Growth			
		Loss of 2,000 ADA	Loss of 1,500 ADA	Loss of 1,000 ADA	Loss of 500 ADA
REVENUE SUMMARY					
TOTAL LOCAL REVENUE	214,209,287	220,814,473	220,814,473	220,814,473	220,814,473
TOTAL STATE REVENUE	291,235,654	269,895,103	273,222,803	276,550,503	279,878,203
TOTAL FEDERAL REVENUE	9,000,000	9,000,000	9,000,000	9,000,000	9,000,000
TOTAL REVENUE SUMMARY	514,444,941	499,709,576	503,037,276	506,364,976	509,692,676
EXPENDITURE SUMMARY					
PAYROLL	451,846,180	450,789,419	450,789,419	450,789,419	450,789,419
Added Positions		2,411,164	2,411,164	2,411,164	2,411,164
TRS Increase		800,000	800,000	800,000	800,000
Payroll Reductions		(609,412)	(609,412)	(609,412)	(609,412)
NON-PAYROLL	90,079,783	82,105,560	82,105,560	82,105,560	82,105,560
Additional Non Payroll Reductions		(2,033,035)	(2,033,035)	(2,033,035)	(2,033,035)
Program increases		1,791,485	1,791,485	1,791,485	1,791,485
1.5% Non Payroll Increase		1,351,197	1,351,197	1,351,197	1,351,197
TOTAL EXPENDITURE SUMMARY	541,925,963	532,894,979	532,894,979	532,894,979	532,894,979
Revenue in Excess (Short of) Expenditures	(27,481,022)	(33,185,403)	(29,857,703)	(26,530,003)	(23,202,303)
TOTAL OTHER FINANCING USES	-	-	-	-	-
Net Change in Fund Balance	(27,481,022)	(33,185,403)	(29,857,703)	(26,530,003)	(23,202,303)
Ending Fund Balance	\$ 240,004,449	\$ 206,819,046	\$ 210,146,746	\$ 213,474,446	\$ 216,802,146

*Expect Revenue Adjustments Only means to increase revenue:

- 1) Increase ADA
- 2) Increase Tax Rate

Reductions

Reduction Planning

TIER I-Fiscal Year 2021-22

Additional Payroll Considerations*	\$ 14,145,774
PAC Facility Evaluation	\$ 300,152
Vacancy Payroll Savings	\$ 6,000,000
Total Possible Additional Reductions	\$20,445,926

TIER II-Fiscal year 2022-23 with no increases in revenue

Further Program Reductions
Further Staffing Reductions
Freeze Salaries and Positions

Expected Budget Impact with Additional Reductions

2021-2022 General Fund Budget (ADA 49,906)

Projected Revenues:	\$	506,364,976
Payroll with Additional Payroll Reduction Considerations	\$	430,343,493
Non Payroll:	\$	82,105,560
<i>Additional Non Payroll Reduction Considerations Unknown</i>		
Operational Surplus (Deficit)	\$	(6,084,077)

Pay Raise Scenarios

2021-2022 Estimated Cost for Pay Increases- General Fund				
1% midpoint increase	2% midpoint increase	3% midpoint increase	4% midpoint increase	5% midpoint increase
4,171,940	8,385,393	12,640,357	16,936,832	21,274,820

Projected Raise Impact

2021-2022 General Fund Budget (ADA 49,906)

	1%	2%	3%	4%	5%
Projected Revenues:	\$ 506,364,976	\$ 506,364,976	\$ 506,364,976	\$ 506,364,976	\$ 506,364,976
Payroll with Additional Payroll Reduction Considerations	\$ 430,343,493	\$ 430,343,493	\$ 430,343,493	\$ 430,343,493	\$ 430,343,493
<i>Raise Scenarios</i>	\$ 4,171,940	\$ 8,385,393	\$ 12,640,357	\$ 16,936,832	\$ 21,274,820
Non Payroll:	\$ 82,105,560	\$ 82,105,560	\$ 82,105,560	\$ 82,105,560	\$ 82,105,560
<i>Additional Non Payroll Reduction Considerations Unknown</i>					
Operational Surplus (Deficit)	\$ (10,256,017)	\$ (14,469,470)	\$ (18,724,434)	\$ (23,020,909)	\$ (27,358,897)

Additional payroll considerations are included, but are still under Human Resources review.

*Expect Revenue Adjustments

One Time Payment

2021-2022 Staff Retention One Time Payment

	Staff	\$500 FT/ \$250 PT	\$1000 FT/ \$500 PT
Average number of returning staff *	6,092	\$2,677,413	\$5,354,827
Average number of part time staff	169	\$42,262	\$84,524
Average number of returning substitutes**	665	\$166,250	\$332,500
Total	6,926	\$2,885,925	\$5,771,850
With estimated benefits		\$3,174,518	\$6,349,035

*SOURCE: Texas Education Agency TAPR

**Average number of subs that signed LORA over last three years

One Time Payment Budget Impact

2021-2022 General Fund Budget (ADA 49,906)		
	\$500	\$1,000
Projected Revenues:	\$ 506,364,976	\$ 506,364,976
Payroll with Additional Payroll Reduction Considerations	\$ 430,343,493	\$ 430,343,493
<i>One Time Payment</i>	\$ 3,174,518	\$ 6,349,035
Non Payroll:	\$ 82,105,560	\$ 82,105,560
<i>Additional Non Payroll Reduction Considerations Unknown</i>		
Operational Surplus (Deficit)	\$ (9,258,595)	\$ (12,433,112)

Future fiscal years

Garland ISD General Fund (199) Summary

	2021-22	2022-23	2023-24
	Projected Budget 3% TAV Growth	Projected Budget 2% TAV Growth	Projected Budget 2% TAV Growth
	Loss of 1,000 ADA	Loss of 800 ADA	Loss of 500 ADA
REVENUE SUMMARY			
TOTAL LOCAL REVENUE	220,814,473	224,402,221	227,481,950
TOTAL STATE REVENUE	276,550,503	266,852,086	260,385,577
TOTAL FEDERAL REVENUE	9,000,000	9,000,000	9,000,000
TOTAL REVENUE SUMMARY	506,364,976	500,254,307	496,867,527
EXPENDITURE SUMMARY			
PAYROLL	448,983,850	449,383,850	449,783,850
Added Positions	2,411,164		
TRS Increase	800,000	400,000	400,000
Payroll Reductions	(609,412)		
District Staffing Reductions	(14,445,926)		
Possible Pay Raise 3%	12,640,357		
NON-PAYROLL	82,105,560	81,876,048	82,172,864
Additional Non Payroll Reductions	(2,033,035)		
Program increases	1,791,485	110,230	
1.5% Non Payroll Increase	1,351,197	1,231,583	1,228,141
TOTAL EXPENDITURE SUMMARY	531,089,410	531,259,898	531,956,714
Revenue in Excess (Short of) Expenditures	(24,724,434)	(31,005,592)	(35,089,187)
TOTAL OTHER FINANCING USES	-	-	-
Net Change in Fund Balance	(24,724,434)	(31,005,592)	(35,089,187)
Ending Fund Balance	\$ 215,280,015	\$ 184,274,424	\$ 149,185,237

Items to consider:

- Budgets include the 12% reductions incurred starting in FY21
- District staffing reductions are based on TASB Staffing recommendations
- Payroll vacancy saves are not considered in this analysis
- General Fund support for SNS Fund possible; Increases the deficit budget
- Revenue gaps addressed and continue to be analyzed

Federal Relief Funds

	CARES Act March 2020	CRRSA December 2020	American Rescue Plan March 2021
K-12 Education National	\$13.2 Billion	\$54 Billion	\$126 Billion
Texas	\$1.3 Billion	\$5.5 Billion	\$12.4 Billion
Garland ISD	\$12,417,459	\$53,395,074 (Estimated)	\$120,138,916 (Estimated)
Restrictive Expenditures	Yes	TBD	TBD
State Supplanted Funding	Yes	TBD	TBD
Additional Funds Received by Garland ISD	\$0 – None	TBD	TBD

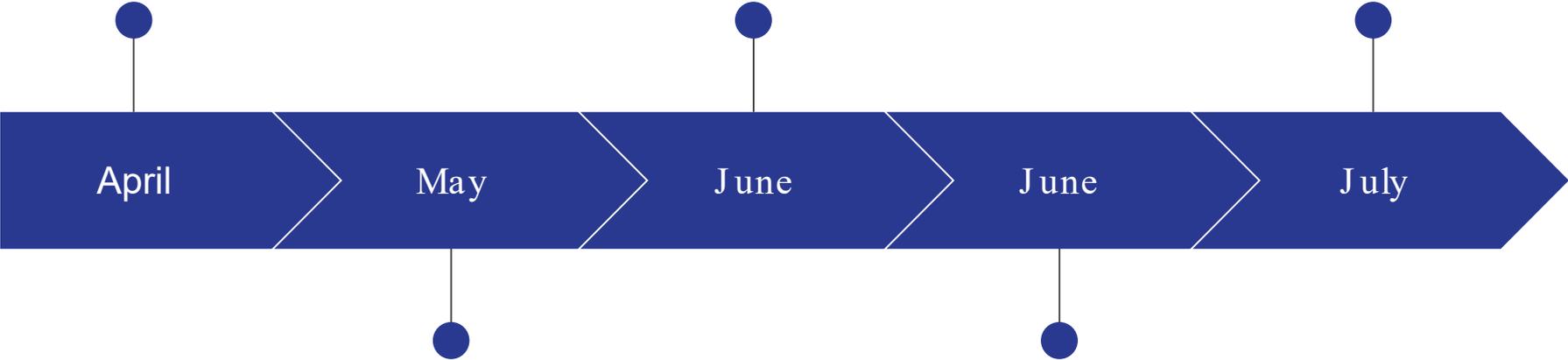
-Education funding under the American Rescue Plan, and the two prior federal stimulus bills, were intended to help with a number of COVID-19 related needs, including academic and social emotional programs, hiring counselors and nurses, and modernizing facilities and HVAC systems.

-Will funding (not supplanting) get to Texas schools as the federal government intendent?

Budget Workshop

Publish Tax Rate and
Proposed Budget

2021-22 Budgets
Available For Use



Budget Workshop

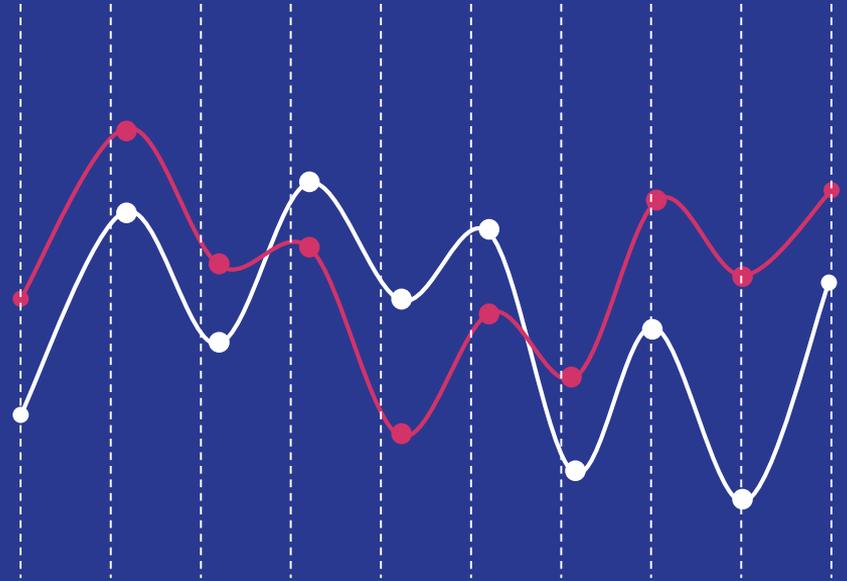
Adopt 2021-22
Budgets

Recap



- Crystal Ball
- Human Resources Recap
- Average Daily Attendance Scenarios
- 2021-2022 Budget Planning & Raise Scenarios
 - Expect Revenue Fluctuations

Questions





**Garland Independent School District
Board of Trustees**

Date of Meeting: April 27, 2021

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

Budget transfers and amendments to the General Fund were reviewed during the Finance Committee Meeting on April 13, 2021.

Budget transfers and amendments to the Debt Service Fund were approved to be added to this agenda item during the Finance Committee Meeting on April 13, 2021.

Administrative Recommendations:

Provided for your consideration.



**BUDGET TRANSFERS AND AMENDMENTS
FOR THE GENERAL FUND
FISCAL YEAR 2020-21
April 27th, 2021**

REVENUES:

	Original Budget	Revised Budget	Current Transfers Requested	Current Amendments Requested	Proposed Amended Budget
57 Local Revenue	\$ 230,653,531	\$ 214,209,287	\$ -		\$ 214,209,287
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	\$ 514,444,941	\$ -	\$ -	\$ 514,444,941

EXPENDITURES:

11 Instruction	\$ 318,782,474	\$ 314,084,065	\$ 256,419	\$ (530,211)	\$ 313,810,273
12 Instructional Resources and Media Services	8,224,571	8,321,520	(400)	(88,430)	8,232,690
13 Curriculum Development and Instructional Staff Development	14,005,577	13,578,736	(78,687)		13,500,049
21 Instructional Leadership	9,696,055	9,208,388	(118,890)	(100,000)	8,989,498
23 School Leadership	34,986,245	34,671,276	(33,720)		34,637,556
31 Guidance, Counseling and Evaluation	26,267,605	26,516,584	8,472		26,525,056
32 Social Work Services	1,046,663	671,193			671,193
33 Health Services	7,874,364	9,620,357	(303)		9,620,054
34 Student Transportation	19,610,924	19,256,992	7,619	(296,351)	18,968,260
35 Food Service	300,000	251,517			251,517
36 Extracurricular Activities	13,877,625	13,549,605	(172,498)		13,377,107
41 General Administration	20,035,055	18,839,579	(351)		18,839,228
51 Facilities Maintenance & Operations	46,266,388	45,944,775	179,889	330,000	46,454,664
52 Security and Monitoring Services	7,197,217	8,690,976	15,000		8,705,976
53 Data Processing Services	17,057,325	15,339,335	(83,875)	(7,027)	15,248,433
61 Community Services	2,047,132	1,848,813	325		1,849,138
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	21,000		69,483
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	\$ -	\$ (692,019)	\$ 541,233,944
Excess (Deficiency) Revenues Over (Under) Expenditures	\$ 10,938,126	\$ (27,481,022)	\$ -	\$ 692,019	\$ (26,789,003)
Other Financing Sources	\$ -	\$ -	\$ -	\$ -	\$ -
Other Financing Uses	\$ -	\$ -	\$ -	\$ (1,022,019)	\$ (1,022,019)
Net Change in Fund Balance	\$ 10,938,126	\$ (27,481,022)	\$ -	\$ (330,000)	\$ (27,811,022)



**DETAIL OF BUDGET TRANSFERS AND AMENDMENTS
FOR THE GENERAL FUND
FISCAL YEAR 2020-21
April 27, 2021**

Budget Transfers

Expenditures	Increase	Decrease	Net
11 Instruction	\$ 298,513	\$ 42,094	\$ 256,419
12 Instructional Resources and Media Services	-	400	(400)
13 Curriculum Development and Instructional Staff Development	80,032	158,719	(78,687)
21 Instructional Leadership	7,304	126,194	(118,890)
23 School Leadership	4,824	38,544	(33,720)
31 Guidance, Counseling and Evaluation	12,482	4,010	8,472
33 Health Services	-	303	(303)
34 Student Transportation	7,619	-	7,619
36 Extracurricular Activities	-	172,498	(172,498)
41 General Administration	49	400	(351)
51 Facilities Maintenance & Operations	215,889	36,000	179,889
52 Security and Monitoring Services	15,000	-	15,000
53 Data Processing Services	-	83,875	(83,875)
61 Community Services	3,400	3,075	325
81 Facilities Acquisition and Construction	21,000	-	21,000
Total Expenditures	\$ 666,112	\$ 666,112	\$ -

Budget neutral transfers to realign expenditures.

Expenditures	Increase	Decrease	Net
11 Instruction	-	530,211	\$(530,211)
12 Instructional Resources and Media Services	-	88,430	(88,430)
21 Instructional Leadership	-	100,000	(100,000)
34 Student Transportation	-	296,351	(296,351)
51 Facilities Maintenance & Operations	330,000	-	330,000
53 Data Processing Services	-	7,027	(7,027)
Total Expenditures	\$ 330,000	\$ 1,022,019	\$ (692,019)

Transfer out to support Rowlett P-TECH Store Front project and funding for District projects as a result of the 2021 Texas Severe Winter Storms. Increase function 51 to cover winter freeze expenses to the General Fund.



**BUDGET TRANSFERS AND AMENDMENTS
FOR THE DEBT SERVICE FUND
FISCAL YEAR 2020-21
April 27, 2021**

	Original Budget	Revised Budget	Current Transfers Requested	Current Amendments Requested	Proposed Amended Budget
REVENUES:					
57 Local Revenue	\$ 71,955,387	\$ 65,154,095	\$ -	\$ 2,000,000	\$ 67,154,095
58 State Revenue	-	-	-	-	-
59 Federal Revenue	470,994	470,994	-	-	470,994
Total Revenues	\$ 72,426,381	\$ 65,625,089	\$ -	\$ 2,000,000	67,625,089
EXPENDITURES:					
71 Debt Service - Principal on Long-Term Debt	\$ 42,230,000	\$ 42,230,000	\$ -	\$ 845,000	43,075,000
72 Debt Service Interest on Long-Term Debt	22,795,000	22,795,000	-	-	22,795,000
73 Bond Issuance Cost and Fees	1,000,000	300,000	-	150,000	450,000
Total Expenditures	\$ 66,025,000	\$ 65,325,000	\$ -	\$ 995,000	\$ 66,320,000
 <i>Excess(Deficiency) Revenues Over(Under) Expenditures</i>	 \$ 6,401,381	 \$ 300,089	 \$ -	 \$ 1,005,000	 \$ 1,305,089
 <i>Other Resources</i>	 \$ -	 -	 \$ -	 \$ -	 \$ -
 <i>Other Financing Uses</i>	 \$ -	 -	 \$ -	 \$ -	 \$ -
 Net Change in Fund Balance	 \$ 6,401,381	 \$ 300,089	 \$ -	 \$ 1,005,000	 \$ 1,305,089

**DETAILS OF BUDGET TRANSFERS AND AMENDMENTS
FOR THE DEBT SERVICE FUND
FISCAL YEAR 2020-21
April 27, 2021**

Budget Amendments

Budget Transfers

Expenditures

71 Debt Service - Principal on Long-Term Debt

72 Debt Service Interest on Long-Term Debt

73 Bond Issuance Cost and Fees

Total Expenditures

	Increase	Decrease	Net
	<u>\$ 845,000</u>	<u>\$ -</u>	<u>\$ 845,000</u>
	-	-	-
	150,000	-	150,000
	<u>\$ 995,000</u>	<u>\$ -</u>	<u>\$ 995,000</u>

Function changes needed to support the 2020 refunding.



Garland Independent School District Board of Trustees

Date of Meeting: April 27, 2021

Agenda Item: Consider Approval of Tax Refunds for Overpayments
or Erroneous Payments

Agenda Section: Action Item

Administrator Responsible: Ms. Kristi Cooper
Director of Tax Services

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:

Attached is a list of refunds that were determined to be overpaid.

See Attached List

These refunds, totaling \$153,068.33 will be presented to the Finance Committee for review on April 13, 2021 and submitted to the Board for approval at the April 27, 2021 board meeting.

Administrative Recommendations:

Provided for your consideration.



Garland Independent School District
Department of Taxation

Street Address
901 West State Street
Garland, TX
75040

Phone
972-494-8570

FAX
972-494-8631

March 23, 2021

To: Allison Davenport
Executive Director of Finance
Business Operations

From: Kristi Cooper
Director of Tax Services

Re: Refunds for Overpayments or Erroneous Payments

Under section 31.11 of the Texas Property Tax Code, if the collector determines that a payment was erroneous or excessive and exceeds \$500.00 it must also be approved by the governing body before refunded.

Attached are refunds from February 2021 that were determined to be overpaid.

There are no delinquent accounts under the above named person or account number. If you have any questions or comments, please contact me.

BOARD REFUNDS FOR OVERPAYMENTS OR ERRONEOUS PAYMENTS

<u>NAME</u>	<u>ADDRESS</u>	<u>AMOUNT</u>	<u>REASON</u>
1. Erica Nguyen	4422 Maple Shade Ave	\$ 2,761.98	2020 Erroneous
2. Nguyen Judy & Do Cong	1401 Prestonwood Dr	\$ 4,233.86	2020 Erroneous
3. Community Waste Disposal	2010 California Crossing Rd, Bldg A	\$ 652.85	2020 Overpayment
4. Hallmark Global Services LLC	2501 McGee Traffic Way	\$ 1,394.74	2020 Overpayment
5. Mills Bethany	326 Faircrest Dr	\$ 1,017.85	2020 Erroneous
6. DS Services of America	2300 Windy Ridge Pkwy, Ste 500N	\$ 1,290.35	2020 Overpayment
7. Ryan Tax Compliance LLC	16220 N Scottsdale Rd, Ste 450	\$ 2,027.04	2020 Overpayment
8. Las Brisas Properties Inc	1002 Marion Dr	\$ 565.34	2020 Erroneous
9. Fries Restaurant Management	PO Box 59924	\$ 7,054.88	2020 Erroneous
10. Pop Restaurants LLC	PO Box 59924	\$ 7,914.69	2020 Erroneous
11. Fries Restaurant Management	PO Box 59924	\$ 12,877.08	2020 Erroneous
12. Garland Kings LLC	4641 Nall Rd	\$ 40,753.12	2020 Erroneous
13. Lawyers Title Company	930 W Ralph Hall Pkwy, Ste 102	\$ 579.13	2020 Overpayment
14. Pulte Group	3350 Peachtree Rd NE #150	\$ 879.41	2020 Erroneous
15. Pulte Group	3350 Peachtree Rd NE #150	\$ 879.41	2020 Erroneous
16. Meritage Homes of Texas LLC	8840 Cypress Waters Blvd, Ste 1	\$ 646.24	2020 Erroneous
17. Link Industrial %Ryan Tax Compliance Services	16220 N Scottsdale Rd, Ste 450	\$ 16,652.88	2020 Erroneous
18. Link Industrial %Ryan Tax Compliance Services	16220 N Scottsdale Rd, Ste 450	\$ 38,879.09	2020 Erroneous
19. Grand Texas Homes Inc	15455 Dallas Pkwy, Ste 1000	\$ 7,232.14	2020 Erroneous
20. Roche Maverick	910 E Vista Dr	\$ 972.05	2020 Overpayment
21. Calderon Stephanie	2208 Tranquility Ln	<u>\$ 3,804.20</u>	2020 Erroneous
Total		\$ 153,068.33	

No delinquent accounts under above named person or account number

No interest due on any above refund



Garland Independent School District Board of Trustees

Date of Meeting: April 27, 2021

Agenda Item: Consider Approval of Resolution Authorizing the Write-Off of Delinquent Taxes

Agenda Section: Action Item

Administrator Responsible: Ms. Kristi Cooper
Director of Tax Services

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:

Attached is a resolution authorizing the removal of taxes from the delinquent roll should the Board approve the write-off list of delinquent taxes.

This agenda item will be presented to the Finance Committee for review on April 13, 2021.

Administrative Recommendations:

Provided for your consideration.



Garland Independent School District
Department of Taxation

Street Address
901 West State Street
Garland, TX
75040

Phone
972-494-8570

FAX
972-494-8631

Date: March 26, 2021

To: Allison Davenport
Executive Director of Finance
Business Operations

From: Kristi Cooper
Director of Tax Services

Subject: Resolution for the Write-off of Delinquent Taxes

Should the Board approve the write-off list of delinquent taxes, attached is a resolution authorizing the removal of the taxes from the delinquent roll.

Please submit this request to the Board of Trustees for their approval.

RESOLUTION

A RESOLUTION AUTHORIZING THE REMOVAL OF TAXES FROM THE DELINQUENT TAX ROLL PURSUANT TO SECTION 33.05(c)(1) AND (2) OF THE TEXAS PROPERTY TAX CODE

WHEREAS, Texas Property Tax Code §33.05(c)(1) provides for the removal of real property taxes that have been delinquent for more than 20 years from the delinquent tax roll, and

WHEREAS, it has been determined that certain business personal property tax accounts have been determined to be uncollectible and should be removed from the delinquent tax roll.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE GARLAND INDEPENDENT SCHOOL DISTRICT, GARLAND, TEXAS THAT:

Section 1. The Garland Independent School District does hereby provide specific authorization to the Director of Taxation to remove these taxes from its delinquent tax roll.

Section 2. This Resolution shall take effect immediately from and after its passage in accordance with the provisions of the law.

PASSED AND APPROVED this _____ day of _____, 2021, by the Board of Trustees for the Garland Independent School District.

GARLAND INDEPENDENT SCHOOL DISTRICT

By: _____
President, Board of Trustees

ATTEST:

Secretary, Board of Trustees
Garland Independent School District



Garland Independent School District Board of Trustees

Date of Meeting: April 27, 2021

Agenda Item: Consider Approval of Statutory Write-Off of Delinquent Taxes

Agenda Section: Action Item

Administrator Responsible: Ms. Kristi Cooper
Director of Tax Services

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:

J. Douglas Burnside, of Perdue Brandon Fielder Collins and Mott LLP, has recommended that the attached list of delinquent taxes be removed from the delinquent tax roll.

This agenda item will be presented to the Finance Committee for review on April 13, 2021.

Administrative Recommendations:

Provided for your consideration.



Garland Independent School District
Department of Taxation

Street Address
901 West State Street
Garland, TX
75040

Phone
972-494-8570

FAX
972-494-8631

Date: March 26, 2021

To: Allison Davenport
Executive Director of Finance
Business Operations

From: Kristi Cooper
Director of Tax Services

Subject: Write-off of Delinquent Taxes

J. Douglas Burnside, of Perdue Brandon Fielder Collins & Mott LLP, has provided two listings of accounts from our delinquent tax roll. With a recommendation to remove these taxes from the tax roll as outlined in the Texas Property Tax Code, section 33.05.

Exhibit "A" identifies real property that has been delinquent 20 years or more. This includes the 2000 and prior tax years.

Exhibit "B" identifies business personal property that has been delinquent 10 years or determined to be uncollectable and is beyond the statute of limitations.

Please submit this request to the Board of Trustees for their approval.



J. DOUGLAS BURNSIDE
Attorney at Law
1919 S. Shiloh Rd, Ste 310, LB 40
Garland, Texas 75042
p: 972-278-8282
f: 972-278-8222
w: www.pbfc.com

March 24, 2021

VIA ELECTRONIC MAIL

Ms. Kristi Cooper
Director of Taxation
Garland Independent School District
P.O. Box 461407
Garland, TX 75046-1407

Re: Write-off of Delinquent Taxes

Dear Ms. Cooper:

Attached are lists of delinquent taxes we recommend be removed from the delinquent tax roll as required by the Texas Property Tax Code §33.05(c)(1) and (2) and mobile home and business personal property accounts we have determined to be uncollectible and are beyond the statute of limitations and recommend be removed from the delinquent tax roll.

Exhibit A contains the accounts that should be removed from the tax roll pursuant to §33.05 (c)(1) of the Texas Property Tax Code. This provision of the Code provides that a tax on real property that has been delinquent for more than 20 years shall be removed from the delinquent tax roll. This includes the 2000 and prior tax years. The total amount of base taxes for this list is \$28,875.52.

Exhibit B contains the delinquent taxes that we recommend be removed from the delinquent tax roll that we have determined to be uncollectible and are beyond the statute of limitations. Texas Property Tax Code §33.05 (a)(1) provides that property may not be seized and a suit may not be filed to collect a tax on personal property that has been delinquent more than four years. The total amount of base taxes for this list is \$214,458.64.

Please do not hesitate to contact me if you have any questions or need further information on any of the accounts.

Sincerely,

J. Douglas Burnside

Enclosure

EXHIBIT A

Taxpayer Name	DCAD Number	Levy Due	Tax Year
3407 MILLER PARK NORTH LLC	265783902R0010000	\$ 477.80	2000
BAKER ALLAN G	26553500050260000	\$ 610.22	2000
BECK JAMES M ESTATE OF	6515824801003DA00	\$ 30.92	2000
BROWN FANNIE	65095712110290000	\$ 50.59	2000
BRUMLEY WILLIAM JR	6515824801003DF00	\$ 58.74	2000
CAMBRIDGE CONSOLIDATED	65095209010010000	\$ 1,756.06	2000
CAMPBELL DAVID L & SHAR	65008966010060300	\$ 354.14	2000
CITY OF GARLAND	26103500180020000	\$ 350.34	2000
CITY OF GARLAND	26629500010010100	\$ 455.46	2000
CITY OF GARLAND	65054254010180000	\$ 231.03	2000
CITY OF GARLAND	6507613701002D700	\$ 868.05	2000
CITY OF GARLAND	65148315070160000	\$ 112.42	2000
CITY OF GARLAND	26178420010012500	\$ 246.63	2000
CITY OF GARLAND	26468500060120000	\$ 91.34	2000
COLLECTING BANK	26179490CG0010000	\$ 14.05	2000
COLLECTING BANK	26179490000010000	\$ 56.21	2000
COLLECTING BANK	26179490000020000	\$ 49.61	2000
DAL ROCK GROUP THE	65142403010300100	\$ 60.57	2000
DAVIS J W TR ET AL	6515824801003DD00	\$ 30.92	2000
DAVIS LILLARD	65054254010350000	\$ 3.79	2000
DAWSON WILLIAM A ET UX	26562500050190000	\$ 1,137.17	2000
ELLINGTON KEVIN	6515824801003DG00	\$ 46.37	2000
EPPS JAMES	26502500040110000	\$ 365.38	2000
EVE JV NO 1	6515824801003DC00	\$ 29.37	2000
FOOSE C W TRUSTEE	26040750010010200	\$ 58.18	2000
GARLAND CITY OF	26178650010010000	\$ 594.58	2000
GARLAND CITY OF	26178730010010000	\$ 1,675.54	2000
GARLAND CITY OF	26587500000730000	\$ 92.75	2000
GARLAND CITY OF	65079157410230000	\$ 2,332.24	2000
GARLAND CITY OF	65022762610200000	\$ 67.59	2000
GARLAND CITY OF	26178730010010100	\$ 1,370.03	2000
GARLAND CITY OF	65006247510290000	\$ 2,479.23	2000
GARLAND CITY OF	6507613701002D400	\$ 868.05	2000
GARLAND CITY OF	6507613701002D500	\$ 868.05	2000
GARLAND CITY OF	6507613701002D600	\$ 868.05	2000
GARLAND CITY OF	65079157410220000	\$ 624.37	2000
GARLAND CITY OF & ETAL	261787400203A0000	\$ 3,469.26	2000
HALLAUER W C &	65109912010280000	\$ 10.12	2000
HARRIS IKE &	26239700010040000	\$ 440.70	2000
HENSLEY BYRNEY	650095697102600BH	\$ 29.37	2000
HUBBARD HUGH	6515824801003DK00	\$ 14.76	2000
INDIGO BUILDERS INC	60179500000040000	\$ 463.33	2000
JACKSON ANDREW JR	65095711610220400	\$ 317.31	2000
JACKSON MELVIN	65095711610220100	\$ 116.92	2000
JACKSON ROBERT A & GENICE	65034660110470000	\$ 74.62	2000

KYLE HENRY H	65073508610160000	\$	14.05	2000
LSB CORP	26019010000000000	\$	1.41	2000
MATHIS VAN	65095712110320000	\$	97.67	2000
MCJUNKIN FAMILY 2016 TRUST THE	6515824801003DJ00	\$	29.37	2000
MCJUNKIN FAMILY 2016 TRUST THE	6515824801003DM00	\$	14.76	2000
MCJUNKIN FAMILY 2016 TRUST THE	6515824801003DN00	\$	14.76	2000
MCJUNKIN FAMILY 2016 TRUST THE	65158248010030200	\$	29.37	2000
MORRIS DIANA	65095712410800300	\$	35.41	2000
MORRIS DIANE	65095712410810000	\$	202.08	2000
MORTGAGE CORP OF TEXAS	26126600000000100	\$	161.61	2000
MORTGAGE CORP OF TEXAS	26126600000000200	\$	1.41	2000
NEW MACIDONIA BAPT CH	65095711610280000	\$	95.56	2000
RAMERIZ SHIRLEY	26204500040090000	\$	95.53	2000
RAMON FRANCISCA	26503500060310000	\$	260.82	2000
RANTA JOHN	65022558521150000	\$	105.40	2000
RICHARDSON RODNEY	65111451710010007	\$	52.14	2000
ROAN DAVID TR	65048070910070100	\$	40.19	2000
ROWLETT BUSINESS PARK	44016550020130000	\$	702.65	2000
ROWLETT BUSINESS PARK	44016550020140000	\$	702.65	2000
SHOCKLEY WILLIAM WINFREY	6515824801003DB00	\$	58.74	2000
SIDES CAROLYN SUE EST OF	650095697102600CS	\$	7.17	2000
SINCLAIR CLIFF	44022810010010000	\$	42.02	2000
TAYLOR EVELENA	65095712110370000	\$	123.81	2000
TEXAS COMMERCE BANK	65124847010370000	\$	80.52	2000
TIMBERLAKE ASSOC	44022600010010100	\$	10.54	2000
TWO WORLDS APOLLO RES ASC	26613500000000000	\$	1.55	2000
WASHINGTON MUTUAL HOME	48000500140050000	\$	15.46	2000
WHITLOCK BARBARA ANN	65095712410800500	\$	35.41	2000
WILDFLOWER DEV CO	26178710030030100	\$	799.48	2000
WILLIAMS D VIRGINIA	26079750000B00005	\$	319.98	2000
WILLIAMS SOPHIE T	26124500110080000	\$	285.13	2000
WREN CHARLES	65095785810610000	\$	63.24	2000
YOUNG DANIEL R	6515824801003DH00	\$	53.40	2000
Total		\$	28,875.52	

EXHIBIT B

Taxpayer Name	DCAD Number	Levy Due	Tax Years
205 AUTOWORKS	99090903920000000	\$ 92.18	2016
24K WIRELESS	99150111220000000	\$ 614.46	2016
5 STAR FABRICATION & CUSTOM BU	99121107750000000	\$ 204.13	2016
7M DISTRIBUTORS INC	99090810960000000	\$ 987.21	2016
A PLUS PC DEPOT	99100914310000000	\$ 147.11	2016
AAU INC	99200408300049850	\$ 221.79	2016
ABUNDANCE OF HOPE	99091223280000000	\$ 34.85	2016
ABUNDANT FAITH CHURCH	99100929290000000	\$ 8.83	2016
ACOSTA JORGE	750655001500STE02	\$ 0.15	2016
ACOSTA MARIANO O	75000000200204600	\$ 0.15	2016
ADA GROUP INC	99200029800224450	\$ 721.90	2016
ADRIANS CARPETS INC	99090923690000000	\$ 26.50	2015 - 2015
AENA FEME	99081008990000000	\$ 39.35	2016
AETIUS INVESTMENTS	99L10589600000000	\$ 418.20	2016
AGBARA EBERECHI	99200408300176900	\$ 152.57	2016
AGUILAR PAULO	750135000F00GNZ01	\$ 21.32	2016
AGUILERA JORJE	99111121970000000	\$ 618.95	2016
AGUILLON IGNACIO	750000300009SCH04	\$ 0.15	2016
AIR ESSENTIALS HEATING AND AIR	99080110260000000	\$ 71.47	2016
AIR HAMILTON INC	99091007560000000	\$ 545.24	2016
ALAY SOMM	99110119600000000	\$ 95.39	2016
ALLSTATE AMBULANCE SERVICES	99091214490000000	\$ 123.02	2016
ALPHA INCOME TAX INC	99160201440000000	\$ 121.57	2016
ALSTON KEVIN	99151101120000000	\$ 10.44	2016
AMAX GENERAL CONTRACTORS	99151101900000000	\$ 1,062.85	2016
AMERISEGUROS INSURANCE AGANCY	99141013170000000	\$ 57.82	2016
ANA AUTO REPAIR	99140910500000000	\$ 20.08	2016
ANGELS ELITE CARS LLC	99P12769200000000	\$ 273.17	2016
ANYIAM CHRIS	99130115130000000	\$ 86.41	2016
AQUANOVUS LLC	99160105160000000	\$ 110.50	2016
ARMSTRONG ENTERPRISES	99060201540000000	\$ 88.65	2016
ARTEAGA MIRTHIS	99P12434900000000	\$ 1,101.42	2016
ATHENA AUTO COLLECTION	99200212700000200	\$ 9.80	2016
ATLAS CARS INC	99151221410000000	\$ 129.77	2016
ATM MASSAGE SCHOOL	99150927500000000	\$ 166.86	2016
AUTO GLASS NOW LLC	99151009110000000	\$ 106.48	2016
AUTO SPA WAREHOUSE	99151109590000000	\$ 51.39	2016
AWAD DAVID	99121119170000000	\$ 148.39	2016
AZAN MIKE	99131104980000000	\$ 10.27	2016
B AND M CAREER INSTITUTE	99140924790000000	\$ 115.15	2016
B O AUTO GROUP LLC	99140924810000000	\$ 419.17	2016
BAC TAZAR COLLISION	99131021220000000	\$ 469.44	2016
BAH CAREER TRAINING INC AND T	99110111160000000	\$ 50.91	2016
BALLOONIES LLC	99091202210000000	\$ 163.17	2016
BAMBU DESSERTS AND DRINKS	99140129160000000	\$ 96.07	2016

BARBERSHOP	99150205600000000	\$ 44.00	2016
BARBOZA CONI	99160322810000000	\$ 16.06	2016
BATES DEE DEE	99090121700000000	\$ 320.23	2016
BEAKLEY JOHN	99160105530000000	\$ 318.63	2016
BEIJING YAN YANG NEW MATERIALS	99150327210000000	\$ 1,517.03	2016
BEST DATA PRODUCTS INC	99100428240000000	\$ 23.12	2016
BEST SIGNS	99151230450000000	\$ 269.17	2016
BETHANY MFG CO INC	99832510000026600	\$ 3,743.93	2016
BICE REBECCA CARMEN	99141231440000000	\$ 265.93	2016
BISHOP VALERIE	99151004500000000	\$ 423.18	2016
BISI AJUWON	99992310000025850	\$ 74.84	2016
BK WIRELESS	99120117580000000	\$ 80.30	2016
BLUE GENERAL CONTRACTING	99140904260000000	\$ 70.66	2016
BOOST MOBILE	99151014290000000	\$ 136.19	2016
BORIK NGAN THI	99200101700110200	\$ 41.44	2016
BOWLIN JAMES	750429016800CAR95	\$ 20.97	2016
BREEHER BRIAN	99130930970000000	\$ 58.62	2016
BRISENO VICTOR & LOURDES	75TXFLP84A0741000	\$ 79.28	2016
BROADWAY MECHANICS LLC	99130919380000000	\$ 448.91	2016
BROOKLYNS OLD NEIGHBORHOOD STY	99100202480000000	\$ 3,073.25	2016
BROOKS CLAYTON	99933060000127650	\$ 142.30	2016
BROWN-MITCHELL AMA ELAINE	99P11754600000000	\$ 30.37	2016
BTLB COACHING CONSULTING	99151020570000000	\$ 285.55	2016
BUBB MARY	99131204420000000	\$ 152.41	2016
BUI MICHAEL	99200324700199900	\$ 1,228.11	2016
BURROW ROGER L	99151104130000000	\$ 131.86	2016
CABRERA MARCO	99120316200000000	\$ 76.29	2016
CABRERA MARCO	99120316110000000	\$ 118.53	2016
CALCANAS NORMA ELISA	99060208970000000	\$ 100.69	2016
CAMBIANDO VIDAS	99100113490000000	\$ 35.97	2016
CAMERA SECURITY DIRECT LLP	99150107330000000	\$ 44.38	2016
CAMERON MORRISON	99070208790000000	\$ 135.45	2016
CAPITAL ONE AUTO GROUP LLC	99P12339200000000	\$ 3,368.37	2016
CAPITAL ONE AUTO GROUP LLC	99121119190000000	\$ 22.97	2016
CAPITAL REAL ESTATE PROFESSION	99151028700000000	\$ 33.41	2016
CASTANEDA MAURICIO OSCAR	99120125189000000	\$ 14.94	2016
CASTANEDA PABLO	75020510076730000	\$ 7.30	2016
CASTELLANOS VILLAMEN	99150319680000000	\$ 665.69	2016
CASTILLOS AUTOMOTIVE	99141015130000000	\$ 443.26	2016
CCOY BOX	99140924770000000	\$ 649.57	2015 - 2016
CECILIA	99150406142000000	\$ 16.06	2016
CELAIRO WIRELESS LLC	99120301410000000	\$ 128.48	2016
CHAU NGUYEN	99140206210000000	\$ 257.60	2016
CHAVA COFFEE CO	99140924750000000	\$ 9.94	2016
CHAVEZ ENRIQUE	99121212171000000	\$ 21.20	2016
CHAVEZ M LUIS	99150915470000000	\$ 292.13	2016
CHAVEZ RICKY	99121219270000000	\$ 194.65	2016

CHRISTGEM BODY SHOP	99151230470000000	\$	188.07	2016
CHUBBY BLONDE INC	99111011180000000	\$	322.97	2016
CID INC	99160511210000000	\$	2,149.63	2016
CIGARTOBACCO SHOP VAPORS& E-CI	99151013510000000	\$	559.05	2016
CLAY TOMMY	99140908320000000	\$	12.05	2016
CLS SCENTS BRAIDS	99130327220000000	\$	17.67	2016
COLE SHANNON	99130827260000000	\$	24.09	2016
COLUMBIA AUTO SALES INC	99P123482000000000	\$	22.07	2016
COLUMBIA AUTO SALES INC	99140508180000000	\$	256.96	2016
COLUNGA FRANCISO	99061207680000000	\$	190.63	2016
CONSULTARIO MEDICO	99150927200000000	\$	398.77	2016
CONTINENTAL THERAPY LLC	99130107400000000	\$	93.31	2016
COOPER MACHINE & TOOLINC	99870060000205800	\$	172.45	2016
CORPORATE CUTS & STYLES	99121226600000000	\$	220.21	2014 - 2016
CORREAS MARIA	99200408300090950	\$	231.76	2014 - 2016
CREEKVIEW ADULT DAYCARE & HABI	99120105100000000	\$	6.10	2016
CROWN TROPHY LLC	99200126700167400	\$	376.24	2016
CUADROS JULIO	99150330680000000	\$	33.09	2016
CUNO WATER FILTER SYSTEMS	99140924820000000	\$	425.67	2015 - 2016
CUSTOM CAR KINGS	99151118240000000	\$	117.40	2016
CYBER SPACE ENTERTSINMENT LLC	99150915590000000	\$	208.14	2016
D & K AUTO SALES LLC	99P127830000000000	\$	5,045.03	2016
DALEROCK FASTNER & SUPPLY	99150914620000000	\$	386.73	2016
DALLAS AUTO OUTLET	99131003120000000	\$	263.70	2016
DALLAS GATE COMPANY	99151013110000000	\$	451.29	2016
DALLAS HOME HEALTH CARE INC	99160315160000000	\$	70.66	2016
DALZELL W F	99952140000190000	\$	1,023.02	2016
DANG XUA CAFE	99101222170000000	\$	274.14	2016
DAVILA MONICA VANESSA	99P118393000000000	\$	686.64	2016
DAVILA MONICA VANESSA	99150909230000000	\$	8.03	2016
DEALERSHIP ALTERNATIVE LLC THE	99P121123000000000	\$	1,330.06	2016
DECLARE DECREE MINISTRIES	99121211790000000	\$	46.89	2016
DEEP SEA AQUATICS	99071108400000000	\$	3,849.90	2016
DELIAS INC	99061010340000000	\$	2,930.96	2015 - 2015
DEMCHUK JOHN	99130903260000000	\$	75.65	2016
DFW DESIGN AND REMODELING	99130826300000000	\$	857.12	2016
DFW RECOVERY SPECIALIST LLC	99131016270000000	\$	354.44	2016
DICOUNT TERRY	99150406133000000	\$	16.06	2016
DISCOUNT BEAUTY SUPPLY BOUTIQU	99160113500000000	\$	313.81	2016
DISPATCH AND CONSULTING SERVIC	99151009900000000	\$	8.83	2016
DO HEALTH SERVICES INC	99111107880000000	\$	65.85	2016
DO PETER	99200021600247050	\$	65.70	2016
DOANTHI CLIFTON	99150406138000000	\$	16.06	2016
DR CAZARES	99140924760000000	\$	1,302.30	2016
E T AUTOMOTIVE INC	99813640000471400	\$	128.32	2016
ECOFRESH	99100315360000000	\$	1,252.85	2016
EGUADARRAMA LOPEZ MARLENES	99140916200000000	\$	32.92	2016

EL PODER LA NATURALEZA	99120103290000000	\$	216.65	2016
EL TIGER	99121119550000000	\$	60.86	2016
ELDER CARE HOME HEALTH SERVICE	99070221340000000	\$	100.69	2016
ELLIS DOROTHY	99140911160000000	\$	90.26	2016
ERIBERTO LEON	99121112113000000	\$	138.75	2016
ERIC AELLO	99130827140000000	\$	705.03	2016
ESCAMILLA RUBIN	75079500RE0030000	\$	8.61	2016
ESCOBAR GERARDO	7500028024TRCYN03	\$	7.30	2016
ESTRADA VICTOR	99130403112000000	\$	263.63	2014 - 2016
EWENI ASHTON	99140508170000000	\$	262.10	2016
EXPRESS FOUNDATION	99151214102000000	\$	778.59	2016
F & J MOTORSPORT LLC	99P11526400000000	\$	47.30	2016
FABYS PINATA	99151009500000000	\$	38.86	2016
FAITH REVOLUTION	99181115830000000	\$	91.54	2016
FAITHPOINTE CHURCH OF GOD IN C	99140908450000000	\$	438.92	2016
FARAH MODISHAH	99140217270000000	\$	1,389.83	2016
FARROW DAVID AND DEBORAH	99151119380000000	\$	16.23	2016
FAT DADDYS PERFORMANCE LLC	99091209450000000	\$	818.90	2016
FAY AUTO SALES INC	99131106170000000	\$	317.35	2016
FAY AUTO SALES INC	99P12187300000000	\$	714.30	2016
FEAGIN DONALD	99120123140000000	\$	27.47	2016
FERGUSON DR JAY	99952150000013450	\$	1,823.78	2016
FEYSAL NADIM AHMED	99110726115000000	\$	42.88	2016
FH&L RESALE	99150922240000000	\$	32.12	2016
FIO	99130325900000000	\$	48.02	2016
FIREWOOD & AFFORDABLE OUTDOOR	99120207310000000	\$	290.85	2016
FLORES ROSALBA	99120316700000000	\$	674.63	2015 - 2016
FLORES WALTER	99150204110000000	\$	231.75	2016
FOGONZITO TAQUERIA EL	99151111880000000	\$	788.38	2016
FORGIVEN BOTTLING GROUP INC	99150330190000000	\$	16,060.00	2016
FORKER RANDY	99151221430000000	\$	63.27	2016
FOX BERNICE	750220003000FOX92	\$	11.83	2016
FRANKLIN ELECTRONIC PUBLISHERS	99L15602300000000	\$	12.21	2016
FREEDOM PLACE CHURCH	99140922180000000	\$	324.09	2016
FRENCH TED	99150927100000000	\$	586.99	2016
FRIEDSAM LINDA	75TXFLT84A1207400	\$	162.79	2016
FRUJUICI CORP	99150326260000000	\$	16,060.00	2016
FUERTE GLORIA	7500002K531345F00	\$	240.90	2016
GAIA LEASING LLC	99L08832200000000	\$	255.99	2016
GALAXY TOWN GATE	99130116100000000	\$	957.50	2016
GALLARDO MARTIN	99942070000154300	\$	25.70	2016
GALLOWAY GARY	99080924510000000	\$	604.82	2016
GARCIA FRANCISCO	750012000021FRA05	\$	7.74	2016
GARCIA CARLOS	99130820590000000	\$	59.26	2016
GARLAND APOSTOLIC CHURCH	99121120160000000	\$	107.60	2016
GARLAND INTEGRATED HEALTHCARE	99161207160000000	\$	516.01	2016
GARLAND KID TO KID INC	99061106320000000	\$	1,541.60	2016

GARZA RANDY	99130919440000000	\$	30.51	2016
GAY STEVE & TONYA	750012000028ARV04	\$	7.30	2016
GERTSO STEVE	99121119580000000	\$	18.25	2016
GLAM ACCESSORIES	99150114230000000	\$	457.23	2016
GLASS DESIGNS UNLIMITED INC	99200324700472150	\$	262.42	2016
GLOBAL AUTO SALES LLC	99P11918500000000	\$	213.89	2016
GOLD CASHERS	99130209300000000	\$	9.47	2016
GOLD HAWK MEDICAL SERVICES	99100920360000000	\$	72.59	2016
GONZALES CARMEN	99121219510000000	\$	52.03	2016
GONZALES DANIEL	99140924950000000	\$	638.39	2016
GONZALEZ JORGE	750130002300GAR02	\$	19.56	2016
GOTTA HAVE IT	99181115880000000	\$	75.80	2016
GRIGORYAN GRIGORIY	99P115969000000000	\$	7.78	2016
GULF AUTO SALES LLC	99160201350000000	\$	90.74	2016
GULF AUTO SALES LLC	99P12744700000000	\$	69.74	2016
GUZMAN FIDEL	75000280005AROD03	\$	17.31	2016
GUZMAN MARTIN	99081006750000000	\$	452.41	2016
HACKETT RUTH	99200408300079000	\$	61.03	2016
HALL DAWN	99200225200181250	\$	131.69	2016
HARGROVES CRISTI & CURTIS	99100202470000000	\$	905.93	2016
HART LINDSEY	99101018800000000	\$	385.12	2016
HAWK ELECTRONICS INC	99151010700000000	\$	65.04	2016
HAYES BOB	99150330690000000	\$	33.09	2016
HE A INCORPORATED	99141013450000000	\$	15.74	2016
HEIT CINDY	99110110570000000	\$	23.45	2016
HERNANDEZ CESAR A	99160315130000000	\$	70.66	2016
HERNANDEZ EDWIN	99140917630000000	\$	156.75	2016
HERNANDEZ JOE	99140206900000000	\$	27.30	2016
HERNANDEZ JOSE M	75000001250953300	\$	0.15	2016
HERNANDEZ NICEFORO	7500028018TRROC03	\$	15.91	2016
HERNANDEZ ROSA	99120315410000000	\$	77.41	2016
HINOGOSA EUFEMIA	99160322670000000	\$	16.06	2016
HOLLYWOOD NIGHTS HAIR STYLING	99091214180000000	\$	34.05	2016
HORNER MICHAEL ALAN	99181015250000000	\$	8.84	2016
HOT RODS	99150913300000000	\$	199.14	2016
HSC CONSTRUCTION	99160105240000000	\$	202.19	2016
I HEART BOBA LLC	99090908580000000	\$	194.49	2016
IBATTZ PTE LIMITED	99150327190000000	\$	411.62	2016
IGLESIA CRISTIANA PENIEL	99111017360000000	\$	38.06	2016
IGLESIA JESUCRISTO ES MI REFUG	99080409146000000	\$	176.66	2016
INDOOR DIRECT INC	99L10257800000000	\$	273.02	2016
INDUSTRIAL NOISECONTROL CORP	99950170000246300	\$	480.19	2016
INFINITE NUTRITION	99131007350000000	\$	1,879.66	2016
INFINITY DIGITAL	99071210340000000	\$	290.37	2016
INSURANCE TITULOS	99090928880000000	\$	8.03	2016
INTEGRITY RESTORATION PLUS	99160105350000000	\$	333.25	2016
INTERNATIONAL PRAYER & DELIVER	99140210440000000	\$	8.20	2016

J AND GC INC	99060123510000000	\$	1,887.85	2016
J AVILA AUTO TUNERS	99140910140000000	\$	20.08	2016
JACKSON GABRIELA	99P12992300000000	\$	146.00	2016
JACKSON HEWITT TAX SERVICE	99150211200000000	\$	38.06	2016
JAMES FISHER ID SHOP	99130327300000000	\$	17.67	2016
JANDRES AUTO REPAIR	99141022450000000	\$	191.11	2016
JARDON ROSA	99952140000109400	\$	46.41	2016
JEG COMPUTERS	99091217183000000	\$	141.25	2014 - 2016
JENY	99150406141000000	\$	16.06	2016
JENY	99120327111000000	\$	54.92	2016
JERRICO MFG CO	99972050000130500	\$	4,754.88	2016
JESUS REIGNS	99151223105000000	\$	49.79	2016
JEWELRY REPAIR SERVICE	99120314220000000	\$	61.67	2016
JOES CLEANERS	99982160000148300	\$	37.42	2016
JOHN ONE IMPORTS LLC	99130123170000000	\$	275.11	2016
JOHNNYS MEXICAN CUSINE	99071106320000000	\$	1,661.03	2013 - 2016
JOHNSON USAA	99130827310000000	\$	265.47	2016
JONATHAN MAHOOD	99141027450000000	\$	331.80	2016
JONES RALIEGH	99151028120000000	\$	51.10	2016
JORDAN JERROLD	99130312100000000	\$	19.27	2016
JOS AUTO LLC	99100728137000000	\$	16.38	2016
JOSE AUTO LLC	99P11105700000000	\$	811.40	2016
JOSE DURAN ET AL	99141001280000000	\$	69.86	2016
JUNG SOO	99942070000151850	\$	1,134.00	2016
K&H CONSULTING INC	99140904230000000	\$	1,080.67	2016
KADLER MOHAMMAD ABDEL	99120316160000000	\$	64.41	2016
KANKARA LOVEMORE	99130108270000000	\$	575.11	2016
KAREN FURNITURE & MORE	99140924410000000	\$	249.73	2016
KAREN KYLE	99131218220000000	\$	207.34	2016
KAROBAR GROUP LLC	99922160000115450	\$	403.11	2016
KATHY DANBACK INSURANCE AGENCY	99200225200204500	\$	13.49	2016
KAYCEE SERVICES	99150924720000000	\$	344.12	2016
KELLY PATRICIA	99150406134000000	\$	16.06	2016
KHEIRGOUYAN KAMRAN	99110725340000000	\$	155.78	2016
KICK N ASH INC	99150204120000000	\$	88.81	2016
KIEFER DAVID	750220000500KIE93	\$	7.30	2016
KIET KY	99111212590000000	\$	56.05	2016
KILCO INC	99080509400000000	\$	70.66	2016
KIM JUNGSUN	99992310000006500	\$	21.90	2016
KIM KYUNG HENA & JIN YULIAN	99963520000009400	\$	52.59	2016
KIMUNAI JOSEPH	99070104440000000	\$	200.43	2016
KING CABLE	99141015110000000	\$	1,534.70	2016
KINGDOM JIU JITSU	99151111890000000	\$	61.03	2016
KINGZ MOTORS	99111027120000000	\$	42.24	2016
KIRBY CHRIS	99080917850000000	\$	29.71	2016
KRISPY KREME CORP LP	99141001410000000	\$	1,255.09	2016
LA MEDIA LUNA	99151223123000000	\$	427.83	2016

LA PULGUITA	99151117160000000	\$	17.60	2016
LAB CORP	99151109550000000	\$	256.16	2016
LACROSE REGGIE	99151021700000000	\$	8.83	2016
LAKEVIEW MEDICAL GROUP	99091118610000000	\$	1,515.75	2016
LAWTON RUBY	99130326460000000	\$	77.25	2016
LAZO HILDA	75000TEX014308700	\$	8.61	2016
LE PHOTOGRAPHY VIDEO DECOR	99131003700000000	\$	379.98	2016
LEANOS MARIA	750429022100CMH97	\$	67.45	2016
LEON GENOVEVA	99121107690000000	\$	21.04	2016
LESTER GEORGE	99121119330000000	\$	20.88	2016
LESTER TIMOTHY	99P12211300000000	\$	130.67	2016
LEWIS BUCK	99131021110000000	\$	475.21	2016
LIBAS SERVICES INC	99950170000229950	\$	26.50	2016
LIBAS SERVICES INC	99950170000230500	\$	125.75	2016
LIBERTY SHOES	99111019340000000	\$	303.70	2016
LIGHTHOUSE ACADEMY	99121001170000000	\$	180.04	2016
LILLY MARCUS	99131218118000000	\$	85.12	2016
LINGLE BOB	99131021140000000	\$	214.08	2016
LONGHORN SOLAR	99141117300000000	\$	99.09	2016
LOVETH ISIDAHOMAN	99199929900015900	\$	476.82	2016
LOVOS WILLIAMS	99131003600000000	\$	61.51	2016
LOWE EMILY	99140917640000000	\$	700.54	2016
LTP TUNING	99130918170000000	\$	446.79	2016
LUCAS JAMES	750655001100LUC94	\$	0.15	2016
LUU TUAN & ROSE	99080128610000000	\$	108.24	2016
MACIAS JUANITA	99160322770000000	\$	16.06	2016
MAGEES CAR CARE	99982600000181900	\$	53.90	2014 - 2014
MAIN STREET AUTO INC	99P06082000000000	\$	2.43	2016
MANNYS AUTO REPAIR	99151007130000000	\$	133.94	2016
MARIA AND DANIEL GARCIA	99140218230000000	\$	1,101.40	2016
MARKER	99130326127000000	\$	17.67	2016
MARKER	99120327430000000	\$	67.62	2016
MARROQUIN RICARDO	750000300013MAR04	\$	0.15	2016
MARTHA MATEUS	99151119420000000	\$	120.93	2016
MARTIN ADAM	99150924680000000	\$	80.30	2016
MARTINEZ HUMBERTO	99151005260000000	\$	1,020.13	2016
MARTINEZ JAIME	99150406136000000	\$	16.06	2016
MARTINEZ JAIME	99131106230000000	\$	321.04	2016
MARTINEZ JOHN	99061228180000000	\$	79.18	2016
MASTERPIECE INC	99200334600364000	\$	184.69	2016
MATTHEW PROJECT THE	99130918700000000	\$	265.47	2016
MATTRESS ZONE	99130919410000000	\$	377.41	2016
MCCRAY DEDRIC	99100902560000000	\$	26.02	2016
MCDOWELL DARREL	99140918320000000	\$	366.81	2016
MCGRATH KEVIN	99100920630000000	\$	243.63	2016
MCS	99120112250000000	\$	179.55	2016
MEDICAL REHAB CENTER LLC	99080116200000000	\$	1,513.02	2016

MEGA PUFF E CIGARETTES	99130210700000000	\$	246.04	2016
MEGGAPUFF	99141001630000000	\$	450.97	2016
MENDOZA ISRAEL	75000NTA146317900	\$	215.84	2016
MENDOZA JOSE	750655001600RCH02	\$	0.15	2016
MERIDA MARIO	99080123580000000	\$	60.54	2016
METCALF ROBERT	99140127610000000	\$	398.77	2016
METRO PETROLEUM	99980370000186350	\$	142.62	2016
METRO REMOVABLE DENTAL LAB INC	99882910000178900	\$	339.03	2016
METRO VAPOR SHOP	99140903260000000	\$	452.16	2016
METROPLEX INSURANCE AGENCY	99080212420000000	\$	77.73	2016
METROPLEX SPORTS UNIFORMS & SC	99121112136000000	\$	562.01	2015 - 2016
MI SARAPE	99121212390000000	\$	222.75	2016
MIJARES AUTO REPAIR	99111012100000000	\$	257.44	2016
MIJARES CLEMENTE	99200324700183150	\$	344.66	2016
MIKES MOBILE DIESEL SERVICE	99140925310000000	\$	318.47	2016
MILLAN FRANCISCO A & GARCIA FA	99060209137000000	\$	69.06	2016
MILLER LUCILLE	750429003500WDR01	\$	238.67	2015 - 2016
MILLER NATTINA	99091216690000000	\$	90.90	2016
MIRANDA MARIO	99962980000089900	\$	45.13	2016
MOBILE COMPUTING TECHNOLOGIES	99091221600000000	\$	27.47	2016
MOGIOS INC	99140903240000000	\$	563.89	2015 - 2015
MOGROVEJO OSCAR	99131003160000000	\$	80.30	2016
MOLINA ENEDINA	7502200DRA0540088	\$	10.22	2016
MONDRAGON OSCAR	99130107230000000	\$	130.89	2016
MOORE JONATHAN	99121212172000000	\$	97.80	2016
MORALES MONICA	750429018200MRA02	\$	111.11	2015 - 2015
MORALES MONICA	750429018200MRA02	\$	117.68	2016
MORENO JOSE	99160322530000000	\$	16.06	2016
MORENO SANTIAGO	75014600062760000	\$	276.59	2014 - 2016
MORGAN MIKE	99952140000155150	\$	1,795.83	2016
MOVE WITH THE CLOUD MINISTRIES	99151223119000000	\$	49.79	2016
MUNGUIA GONZALO & JOSE	99091228480000000	\$	100.86	2016
MURAIRA AUTO SALES INC	99P12063400000000	\$	304.95	2016
MY LINH VIDEO MUSIC & GIFT	99090908680000000	\$	171.20	2016
MYCO DEVEL & CONST	99160314400000000	\$	67.45	2016
N R G GROUP	99060912470000000	\$	145.98	2016
NATIONAL DENT DIRECT	99151021110000000	\$	171.36	2016
NAUHUS LIGHTING & DECOR INC	99131231400000000	\$	106.16	2016
NEST EMPOWERMENT CENTERS THE	99140828220000000	\$	8.83	2016
NETPORT HEALTH LTD	99120228510000000	\$	120.45	2016
NEW AGE AMUSEMENTS	99091014410000000	\$	446.42	2016
NEW BEGINNING CENTER	99942070000126000	\$	124.30	2016
NEW YORK PIZZA AND KABOB	99141113380000000	\$	179.87	2016
NGUYEN LAM	99090910200000000	\$	56.69	2016
NICE & NEAT CUTZ & CREATIONS	99160112240000000	\$	12.85	2016
NICKS CLEANERS	99882170000157350	\$	319.59	2016
OCADIZ LIZETH	75022000TH0290000	\$	9.64	2016

OCHAL MAREK	99P11225600000000	\$	31.01	2016
OCHAL MAREK	99101019320000000	\$	44.00	2016
OKONS BEATRICE	99200029800014350	\$	100.54	2016
ON THE ROCK	99151005740000000	\$	367.61	2016
ONESKO DASILVA	99160315600000000	\$	56.21	2016
ONYIA FABIAN	99141022490000000	\$	246.51	2016
ORO LAMANATED	99150319710000000	\$	59.10	2016
OTIKS COMPUTER REPAIRS	99110906450000000	\$	130.50	2015 - 2016
OUTDOOR PRO SHOPS INC	99860020000906150	\$	1,126.52	2016
P S S SERVICION DE TAXES	99131007280000000	\$	13.65	2016
PADILLA OLIVIA	99060216128000000	\$	641.11	2016
PAIXAO LUIZ SILVA	99P12528900000000	\$	73.00	2016
PAJO MATTRESS CENTER INC	99151111250000000	\$	104.07	2016
PAMPERED PUP PET GROOMING	99121107139000000	\$	137.95	2016
PARRA JOSE	99131106250000000	\$	418.53	2016
PEAK LAILANIE	99120327520000000	\$	17.67	2016
PEDI360 LLC	99140924730000000	\$	1,140.99	2016
PEREZ JOSE & GRACIA JORGE	99120316900000000	\$	138.60	2016
PEREZ OSNI	99151119430000000	\$	20.24	2016
PETERS GARY &	99160321114000000	\$	14.60	2016
PHILLIP ANDI AND JOSE ANIL	99151019840000000	\$	177.78	2016
PINKERTON DARELL	99130221590000000	\$	158.41	2016
PIONEER HOSPICE CARE SERVICES	99151005790000000	\$	754.02	2016
PLANO AUTO SHOP	99090930790000000	\$	83.35	2016
PLEASANT VALLEY AIR LLC	99090903970000000	\$	332.28	2016
PORTER GREG	99150316450000000	\$	27.30	2016
POWELL STONE AND GLASS	99160114220000000	\$	8.03	2016
PRAYER PALACE OF GOD MINISTRIE	99151223121000000	\$	49.79	2016
PRAYER WARRIOR CHURCH	99151015220000000	\$	65.04	2016
PREFERRED IMAGING	99151007400000000	\$	406.80	2016
PRELUDE HEALTHCARE SERVICES LL	99101013250000000	\$	1,594.97	2015 - 2016
PREMIER FINANCE ADVISORS	99151009800000000	\$	8.83	2016
PREMIUM RESALE STORE	99140203490000000	\$	81.10	2016
PRESTON GEMAL SANDERS KIMBERLY	99121212310000000	\$	193.36	2016
PRICE MAWULAWDE C	99110906690000000	\$	23.29	2016
PRINGLE JAMES	99100907130000000	\$	431.70	2016
PRO LIFE AUTO BODY	99141120570000000	\$	252.46	2016
PROMOTIONAL VISIONS	99151028800000000	\$	25.21	2016
PURNELL DANA	99151104250000000	\$	150.33	2016
PURPLE HAZE SMOKE SHOP	99100930150000000	\$	178.75	2016
QUALITY FITNESS SERVICE	99160105230000000	\$	79.98	2016
QUINTANILLA TONY	99150319720000000	\$	44.97	2016
RAGSDALE DUSTIN	99131104101000000	\$	85.28	2016
RAJ PRAKESH & SABZALI IMRAN	99140910800000000	\$	57.01	2016
RAJBHOG DISTRIBUTORS INC	99131111490000000	\$	249.18	2015 - 2016
RAMOS DAVID	99130909390000000	\$	84.39	2016
RATLEY MIKE	99150915610000000	\$	150.00	2016

RATS AND RELICS	99141020530000000	\$	198.34	2016
RAYPHA URGENT CARE CLINIC	99131007250000000	\$	2,836.13	2014 - 2016
RECIO ENRIQUE SOTO	750655000500SHA98	\$	0.15	2016
REED GAIL	99160322660000000	\$	16.06	2016
REITZ ENTERPRISES OF TEXAS INC	99100105500000000	\$	39.51	2016
RELIABLE REFUND	99150927400000000	\$	44.65	2016
RELIABLE REFUND	99151117900000000	\$	149.52	2016
RELIEF MEDICAL SUPPLIES	99051215116000000	\$	77.73	2016
REVOLUTION AUTO DEALERS LLC	99160511400000000	\$	106.96	2016
RINCONES OSCAR	99130930110000000	\$	124.95	2016
RIVAS DAVID	99140908130000000	\$	164.62	2016
ROBERTS SERVICE COMPANY	99130311600000000	\$	25.86	2016
ROCHA MANUEL GUERRERO	99P12034200000000	\$	454.73	2016
RONAL AMAYA	99130326200000000	\$	44.48	2016
ROOFTEX INC	99933490000047200	\$	624.25	2016
RUBY	99160323770000000	\$	16.06	2016
RUKHSANA AZIZ FOOD INC	99200126700134300	\$	1,616.66	2016
RUNYON CHRIS	99200408300040600	\$	5,210.18	2016
RUSS AUTO	99111019840000000	\$	1,439.94	2013 - 2016
RUSTIC RANCH GRILL	99150917310000000	\$	255.67	2016
RUSTY BY DESIGN	99151028270000000	\$	614.30	2016
S N D EASTSIDE DANCE STUDIO	99151223750000000	\$	43.04	2016
SAENZ INC	99140122160000000	\$	31.48	2016
SAGASTUME SERGIO	99932140000032000	\$	56.38	2016
SALAZAR EVERADO	750000300019SAL04	\$	0.15	2016
SALON C LATRICE	99130916890000000	\$	103.42	2016
SALON INFINITY	99151118460000000	\$	175.20	2016
SANCHEZ RAUL	750885000900DBB01	\$	7.30	2016
SANFORD MAT	99151021240000000	\$	429.29	2016
SANTILLAN CRISTINA	99160317930000000	\$	16.06	2016
SCHEFER EVANOR	99943120000021400	\$	205.89	2016
SECOND CITY LEASING	99L14711000000000	\$	7,019.98	2014 - 2016
SEGURA GONZALO	75000000TEX252300	\$	23.65	2016
SERRANO FRANCISCO	99140910100000000	\$	20.88	2016
SHAHJI ENTERPRISES LLC	99000000119650000	\$	253.46	2016
SHANAA ADHAM	99P11028900000000	\$	39.37	2016
SHEGOG ENTERPRISES INC	99200121400052850	\$	1,727.09	2016
SHI GORGE ZHENG	99160322360000000	\$	16.06	2016
SHI LEI	99130916570000000	\$	1,004.87	2016
SIGNO LOU	99160725870000000	\$	132.86	2016
SIGNTASTIC II	99200225200187200	\$	50.59	2016
SK MINI MART	99151223116000000	\$	127.68	2016
SMITH NATHAN	99972800000029800	\$	224.04	2016
SMOOTH KUTZ	99060123250000000	\$	70.83	2016
SMOOTHIE PLACE CAFE	99151014310000000	\$	498.18	2016
SMOTHERS KAREN EST OF	750135000C00SMT90	\$	54.75	2016
SNYDER DAVID	99111025320000000	\$	143.74	2016

SOMIARI BALA	99110926410000000	\$	100.21	2016
SORTO LUIS	99130326153000000	\$	77.25	2016
SOSA MAGALY	99130912230000000	\$	193.84	2016
SOUTHERN TELECOM INC	99L15754600000000	\$	5.46	2016
SPINES R US	99091221700000000	\$	258.73	2016
SPIRIT THREADS LLC	99200301800016100	\$	332.12	2016
SRB CUSTOMS	99111205770000000	\$	310.28	2016
STEWART RITA	99151004300000000	\$	669.70	2016
STORM JENNY	99150107370000000	\$	386.73	2016
STRICKLAND MARCUS	99111005120000000	\$	27.30	2016
STUBBLEFIELD AMY	99130206190000000	\$	3.21	2015 - 2015
STURDEVANT RICHARD	99200408300031950	\$	180.99	2016
SUNIGA LUZ	99150406910000000	\$	1.35	2015 - 2015
SUNL IMPORTS INC	99P12746900000000	\$	287.04	2016
SUSANAS RESTAURANT	99140203110000000	\$	461.73	2016
T MOBILE	99130209400000000	\$	9.47	2016
TABERNACLE MORTGAGE	99091202880000000	\$	48.66	2016
TADIA JOSE	99962560000213450	\$	313.34	2016
TAFT BILL	99140917750000000	\$	332.76	2016
TAILOR	99151109570000000	\$	28.11	2016
TAMONY WALEED	99160317970000000	\$	16.06	2016
TAMPA BAY MOTOR WORKS INC	99P11697200000000	\$	19.13	2016
TAN PHUONG	99200225200182100	\$	236.25	2016
TAXXUS CORP	99992170000018950	\$	101.98	2016
TELECHECK POS	99L10917900000000	\$	4.82	2016
TEXAS HACK SHACK INC	99200133100023200	\$	188.23	2016
TEXAS HOT SPOT	99151117140000000	\$	78.21	2016
TEXAS RESINS INC	99933490000029650	\$	188.71	2016
THE GOLDEN CHRISTIAN LIFE MISS	99111102830000000	\$	26.50	2016
THE JUNK DRAWER	99151004200000000	\$	34.05	2016
THIRSTY BIRD SOUTHERN KITCHEN	99151006190000000	\$	973.24	2016
THOMPSON VERNON SR	99061218110000000	\$	51.39	2016
THREDQUILL FREDDIE	99150406137000000	\$	16.06	2016
TIENDA LA CENTROAMERICA	99100120750000000	\$	40.32	2016
TINSLEY DAISY	99110331600000000	\$	25.53	2016
TITLE MAX TITLE LOAN	99140910300000000	\$	225.57	2016
TOBACCO TALK	99140924930000000	\$	350.59	2016
TOBAR GABRIEL	99130304340000000	\$	137.48	2016
TOMLIN JEFF	99151217220000000	\$	4,955.63	2016
TORRES LUCIA	99120316600000000	\$	57.33	2016
TORRES LUIS	99151005290000000	\$	16.06	2016
TRANSMISSIONS	99151020590000000	\$	313.81	2016
TREJO MANUEL	75000007014332200	\$	7.30	2016
TRIDENT PRESS INTL	99100428128000000	\$	23.12	2016
TRISTAN MENARDO	99990220000064150	\$	972.30	2016
TS AUTO INC	99P12099000000000	\$	5.40	2016
TUNIGANTS AMY	99101013370000000	\$	427.36	2016

TWFG INSURANCE SERVICES	99141001330000000	\$	174.25	2016
UNIQUE INCOME TAX	99130918500000000	\$	54.12	2016
URVINA ANTONIO	99141001570000000	\$	75.48	2016
USS EURO AUTO REPAIR	99151217120000000	\$	145.51	2016
VALADEZ AGUSTIN	99140115260000000	\$	43.36	2016
VALENZUELA ERICKA	99130930800000000	\$	87.85	2016
VAP NATION	99140929620000000	\$	237.20	2016
VARGAS MARIO	99101020160000000	\$	96.04	2016
VARGAS OSCAR & ANNA	750625002000BLT02	\$	9.93	2016
VARITRANS MERCHANT SERVICES	99130128860000000	\$	162.69	2016
VELOCITA WIRELESS LP	99140409175000000	\$	112.42	2016
VENTURA SIMON &	99151117190000000	\$	573.02	2016
VIKTEK	99131120560000000	\$	1,079.55	2016
VILLEGAS LAURA	75000280037HOWE03	\$	8.76	2016
VILLEGAS LETICIA	75000280027HCAR03	\$	559.71	2012 - 2016
WELCH MISSY	99130313900000000	\$	1,539.99	2016
WELLS LAWRENCE	99100902540000000	\$	33.89	2016
WILEMON SHERRY	99933490000223500	\$	28.11	2016
WILFORD STEVEN	99151021130000000	\$	343.68	2016
WILLIAMS ROGER &CHRISTINE	999635200000008700	\$	138.58	2016
WILLIAMS SCOTT	99091007650000000	\$	356.21	2016
WILLIAMS STACEY ONEAL	99150406139000000	\$	16.06	2016
WOODKINS CHRISTY	99151004100000000	\$	71.47	2016
WORSHAM PENNY	99110331123000000	\$	88.50	2016
WP AVENTURAS INC	99P12614500000000	\$	278.43	2016
WRAPSOL	99L150299000000000	\$	19.44	2016
WRIGHT WAY AUTO	99121129180000000	\$	688.34	2016
XMOTIVE INC	99060220420000000	\$	419.46	2016
YAMAGUCHI MAKIKO	99923630000187450	\$	118.53	2016
YOBERRY	99110906430000000	\$	143.57	2016
YOUR PRICE SHOES INC	99120105160000000	\$	361.52	2016
ZEPEDA JOSE	99081119760000000	\$	105.19	2016
ZERMENO GREGORIO	99111221420000000	\$	771.36	2016
Total		\$	214,458.64	



**Garland Independent School District
Board of Trustees**

Date of Meeting: April 27, 2021
Agenda Item: Consider Approval of Disposal of Buses
Agenda Section: Action Item
Administrator Responsible: Mr. Mark A. Booker
Executive Director of Purchasing

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 is the recommendation for the disposal of the remaining 15 retired buses to auction.

This agenda item was reviewed by the Finance Committee on April 13, 2021.

Administrative Recommendations:

Provided for your consideration.



Department of Purchasing

MEMORANDUM

DATE: March 29, 2021
TO: Dr. Brent Ringo, Chief Financial Officer
FROM: Mark A. Booker, ^{Mr.} Executive Director of Purchasing
SUBJECT: Consider Approval of Disposal of Buses

The administration is requesting Board of Trustee approval to dispose of fifteen (15) buses pursuant to Policy CI Local. The Transportation Department identified and provided the list surplus buses for your review and consideration. It is requested that the Board of Trustees approve this action on April 27, 2021.

AUCTION BUSES

<u>UNIT</u>	<u>YEAR</u>	<u>MAKE</u>	<u>MODEL</u>	<u>VIN</u>	<u>MILEAGE</u>
1290	2006	INTERNATIONAL	71 PASS	4DRBUAFN56A211635	153840
1291	2006	INTERNATIONAL	71 PASS	4DRBUAFN76A211636	168478
1294	2006	INTERNATIONAL	71 PASS	4DRBUAFN26A211639	165833
1295	2006	INTERNATIONAL	71 PASS	4DRBUAFN96A211640	163384
1302	2006	INTERNATIONAL	71 PASS	4DRBUAFN16A211647	141254
1303	2006	INTERNATIONAL	71 PASS	4DRBUAFN36A211648	184571
1304	2007	INTERNATIONAL	71 PASS	4DRBUAFN07A391804	149750
1305	2007	INTERNATIONAL	71 PASS	4DRBUAFN27A391805	144511
1306	2007	INTERNATIONAL	71 PASS	4DRBUAFN47A391806	132334
1309	2007	INTERNATIONAL	71 PASS	4DRBUAFNX7A391809	141614
1310	2007	INTERNATIONAL	71 PASS	4DRBUAFN67A391810	147395
2088	2006	INTERNATIONAL	42 PASS	4DRBAUAFL36A211650	146428
2089	2006	INTERNATIONAL	42 PASS	4DRBUAFL56A211651	156846
2094	2006	INTERNATIONAL	42 PASS	4DRBUAFL46A211656	174948
2095	2006	INTERNATIONAL	53 PASS	4DRBUAFL66A211657	165488



Garland Independent School District Board of Trustees

Date of Meeting: April 27, 2021

Agenda Item: Consider Approval of Storefront and P-Tech/ECHS Project at Rowlett High School

Agenda Section: Action Item

Administrator Responsible: Mr. Javier Fernandez
Director of Facilities Planning and Construction Services

Mrs. Carmen Blakey
Principal of Rowlett High School

Board Goal Objective:

OBJECTIVE F: POSTSECONDARY READINESS (SAT Exams)

Percent of students demonstrating postsecondary readiness exam success, as measured by meeting college ready benchmarks through 11TH grade SAT School Day.

OBJECTIVE G: POSTSECONDARY READINESS (AP Exams)

Percent of students demonstrating postsecondary readiness exam success, as measured by AP exams with qualifying criterion scores.

OBJECTIVE I: GRADUATION OUTCOMES

Percent of students successfully completing graduation and College, Career, Military Ready (CCM-R) requirements.

Superintendent's Goal:

Superintendent Goal #4 – Educational Leadership

The superintendent provides leadership and direction for an educational system that is based on desired student achievement.

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:

Consider approval of Storefront and P-Tech/ECHS Project at Rowlett High School.

The estimated total amount is not to exceed \$326,559. Potential funding is indicated below.

Education Stabilization Fund (651) – 58%
P-Tech Success Grant Program (423) – 38%
General Fund (199) – 4%

This agenda item was presented to the Facilities Committee and the Finance Committee for review on April 13, 2021.

Administrative Recommendations:

Provided for your consideration.



Collegiate Academy of Technology at Rowlett High School
4700 President George Bush Highway
Rowlett, Texas 75088



March 22, 2021

To: Garland ISD Board of Trustees

Rowlett High School's Pathways Technology Early College High School (P-TECH) and Early College High School (ECHS) schools are proposing the building of "storefronts" and two computer labs at Rowlett High School.

Each program differs from the comprehensive courses at RHS on a range of factors, including how separate the PTECH and ECHS schools are from the larger entity of the comprehensive student population, and how much autonomy it receives to manage its own education program. The models also differ in terms of programs and organizational structure and practice. Rowlett's PTECH and ECHS cohort students together while maintaining a symbolic and administrative identification with the larger school.

Storefronts will assist the school-within-a-school model by creating the greatest levels of autonomy, separateness, and distinctiveness. Students follow a separate education program, have their own faculty, and identify with their sub school unit. Because the school-within-a-school model replicates a small school more closely than the other forms of downsizing, it is most likely to produce the positive effects of small-scale educational organization. Within this smaller scale, student scholars promote higher academic learning within a separate environment that promotes college and high school learning.

The opportunity storefront gives allows Rowlett's PTECH and ECHS scholars the ability to collaborate in a unique setting, meeting the needs of high school and college curriculum, while providing the space and freedom to meet the rigorous academic needs.

In order to continue to meet the needs of the PTECH and ECHS schools for years to come, the schools will require two labs. These labs will be used to meet the course requirements for the A.A.S pathways in Interactive Simulation and Gaming Technology and Software Programming/Developing. By building two labs, both pathways should have the ability to complete courses in years 1-4 at Rowlett High School.

Thank you for your support in meeting the needs of Rowlett High School's PTECH and ECHS schools.

Sincerely,

Rowlett High School Administration



Garland Independent School District Board of Trustees

Date of Meeting:	April 27, 2021
Agenda Item:	Consider Approval of the Naming Recommendation for the Rowlett High School Baseball Field
Agenda Section:	Action Item
Administrator Responsible:	Mr. Ray Merrill Area Director Dr. Susanna Russell Chief Leadership Officer

Board Goal Objective:

Not applicable.

Superintendent's Goals:

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:

Coach Paul Carmon, Head Baseball Coach at Rowlett High School, will be retiring at the end of the 2020-2021 school year. He is the first and only head baseball coach at Rowlett High School from 1996 to the present. A student alumnus recommended naming the Rowlett High School baseball field, "Paul Carmon Field". Garland ISD also received input from alumni, current staff, current players, and community members that were interested in recognizing Coach Carmon's dedication and success for Rowlett High School and GISD.

The naming recommendation for the Rowlett High School baseball field to "Paul Carmon Field" is in compliance with CW (LOCAL).

The estimated total amount is \$1,460. Potential funding is indicated below.

Campus Activity Funds (461)

This agenda item was presented to the Facilities Committee for review on April 13, 2021.

Administrative Recommendations:

Provided for your approval.



Naming Recommendation
for the
Rowlett High School
Baseball Field

Rowlett High School

Current Baseball Field Sign



Rowlett High School

Current Baseball Field Sign





Rowlett High School

Recommended Baseball Field Sign

- Coach Paul Carmon Biography

Coach Paul Carmon Biography

Coach Carmon joined RHS in 1996 as the first head baseball coach at a brand-new high school in Rowlett, Texas. There was no doubt that Coach Carmon meant business from the first time he stepped onto the RHS property. He always expected a high-level of output from his players and made sure he did everything he could to get that out of the boys, both on and off the field, as well as in the classroom. In 2000, the RHS team won district and made the playoffs in baseball. Since then they have, at minimum, made the playoffs every single year. A sample of Coach Carmon's impressive baseball stats are as follows:

- 580 Career Wins as of February 2021
- 175 players have received college scholarships (average 7 per year)
- Numerous more had offers or could have played collegiately, but declined for whatever reason
- 9 players played professional baseball (MLB)
- 20 consecutive years making the playoffs
- Advanced to the 4th round of the state semi-finals four times.

Coach Carmon has always put everything he had into his team. He has spent countless hours away from his family to make sure that his players got the attention and coaching they needed. There are people in life, and business, that put in the minimal amount of work to get a job done. Not Coach. He is the epitome of "hard-working" and has instilled that mindset in every player that has gone through his program. Coach isn't just a successful coach, but also an accomplished US History Teacher. He is consistently recognized for having a high student Mastery rate on the US History STAAR EOC test. Even through the pandemic, teaching both virtually and in-class, he is recognized for students succeeding in his class. In 2019, 31% of his students received "Mastery" on STAAR. The legacy of Coach Carmon will live on in the Rowlett High School hallways, field house, and the baseball field for years to come.



Rowlett High School

Recommended Baseball Field Sign

- Letters of Recommendation



Garland Independent School District
Rowlett High School

Street Address

4700 President George Bush Hwy.
Rowlett, TX
75088

Phone

972-463-1712

FAX

972-412-2951

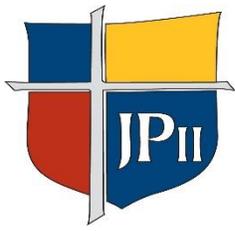
February 8, 2021

Dear Garland ISD School Board members,

Coach Paul Carmon opened Rowlett High School as the head baseball coach and a history teacher in 1996. Since that time, he has been a devoted coach, teacher, and mentor to hundreds of RHS students. He embodies exemplary qualities that can serve as a model of excellence for students who participate in his baseball program. He has served our community well, and he is still in contact with alumni, and many of his former students continue to support his program. This speaks highly of his commitment to our general campus culture and our baseball program. Even during this difficult time of COVID-19, Coach Carmon has remained a skilled instructor of his US History content, overcoming obstacle after obstacle in the classroom and his baseball program. I am honored to recommend naming Rowlett High School's baseball field after the man who started it all, Coach Paul Carmon.

Sincerely,

Carmen Blakey, Principal
Rowlett High School



February 17, 2021

To The Review Committee:

I was asked to write a letter of recommendation changing the name of the Rowlett High School Baseball Field to the Paul Carmon Baseball Field. My name is Dr. Marlene Hammerle and it is my honor to add to the list of people who are recommending this change. I opened Rowlett High School in 1996 and hired Paul Carmon to be the head baseball coach along with coaching football as a member of the charter staff. At the time our head football coach, Tommy Watkins, said that Paul was such a talented coach that he could be a head football or head baseball coach. But Paul's passion and love was baseball.

After 25 years, Paul is still coaching at Rowlett High School, is still the head baseball coach, and is still very successful. He is very special to each of the boys he coached. And they have so many heartwarming stories about him and how much he means to them. They became 'men' under his tutelage. The baseball players gave him their all; they never wanted to disappoint him. He not only coached them to be better players, but he taught them how to live their lives making good decisions so that they could become better adults. They never wanted to face Paul in the Assistant Principal's office because of a wrong decision they made. Coach Carmon was also an excellent teacher in the classroom, and he brought the same kind of teaching he had on the baseball field to teaching his students.

Coach Carmon is so very deserving of this honor. I hope the committee will seriously consider this request.

Sincerely,

Dr. Marlene Hammerle
Principal
John Paul II High School
469-229-5178
marlenehammerle@johnpauliihs.org

Michelle Bounds
343 FM 246
Wortham, TX 76693
February 8, 2021

Dear Members of the GISD School Board:

I am writing in support of the move to name the baseball field at Rowlett High School after coach, Paul Carmon. I could not think of anything more fitting for someone who has given so much to so many.

I served as the principal of RHS for five years from 2012 to 2017. In that time, I watched Paul lead in the athletic department and in the classroom. He conducted himself in a professional manner and always had the good of his students and players foremost in his decisions and his actions. Paul instilled self-discipline in his players and insisted they conduct themselves appropriately on and off the field. Paul liked to win and encouraged his players to want to win....but never at the expense of lowering their standards or by any means other than hard work and determination.

Most importantly, Paul loved kids. He came early, stayed late, and would do whatever he could to help any young person who needed a hand. Paul Carmon is the type of coach any parent would want their child to play for, and the type of coach any principal would want to have as a member of their coaching staff.

I strongly support the consideration of naming the baseball field at Rowlett High School after Paul Carmon. It would be the ultimate show of respect and appreciation.

Sincerely,

A handwritten signature in blue ink that reads "Michelle Bounds". The signature is written in a cursive, flowing style.

Michelle Bounds
Former Principal of Rowlett High School

March 4, 2021

Dear GISD School Board,

My name is Adam Everett and I had the pleasure of attending Rowlett High School from its opening in 1996 until my graduation in 2000. I was part of the first class to go all the way through from freshmen through senior year. I absolutely loved my time at RHS and a large part of the reason high school was so memorable for me was Coach Paul Carmon (Coach, as I refer to him), whom I played baseball for during my time there. There is so much to be said about Coach that it would take numerous pages to put it all into words. For this sake of this request, I will just touch on the highlights.

Coach joined RHS in 1996 as the first head baseball coach at a brand-new high school in Rowlett, TX. I bet he had no idea the impression/impact he would make on so many students, players, parents, the school district, and the city, when he accepted that position. From the first time I met Coach, I knew he meant business. He always expected a high-level of output from his players and made sure he did everything he could to get that out of the boys both on and off the field, as well as in the classroom. My senior year (2000) was the first year we made the playoffs/won district in baseball. Since then they have, at minimum, made the playoffs every single year. A sample of coach's impressive bio and baseball stats are as follows:

- 580 Career Wins (as of this letter)
- 175 players have received college scholarships (average 7 per year)
 - o Numerous more had offers or could have played collegiately but declined for whatever reason
- 9 players played professional baseball (MLB)
- 20 consecutive years making the playoffs
- Advanced to the 4th round of the state semi-finals four times

Coach has always put everything he had into his team. He has spent countless hours away from his family to make sure that his players got the attention and coaching they needed. There are people in life, and business, that put in the minimal amount of work to get a job done. Not Coach. He is the epitome of "hard-working" and has instilled that mindset in every player that has gone through his program.

Coach isn't just a successful coach, but also an accomplished US History Teacher. He is consistently recognized for having a high student Mastery rate on the STAAR test. Even through the pandemic, teaching both virtually and in-class, he is recognized for his students succeeding in his class. In 2019, 31% of his students received "Mastery" on STAAR, which was no small feat. Coach isn't the stereotypical coach/teacher. He puts everything he has into the classroom, as well.

I was a good baseball player and had some memorable moments on the field, but I was not one of the best ball players to ever go through that school. Coach has mentored/groomed numerous players that went on to play collegiate and professional baseball, as noted above. They would all tell you that his drive, motivation, dedication, superb coaching, and overall love for the game helped catapult them to a higher level of play which in turn helped them in their baseball career. Those same characteristics personally helped me post-high school. I have had a very successful business career thus far and a lot of that can be attributed to what I learned from Coach. He would never accept less than 100% from his players, and that mindset has stayed with me all these years. He taught us to respect the game of baseball, as well as others. Shake the other team's hand whether we won or lost. Do not disrespect another player or team for any reason whatsoever. Not to mention he is a down-to-earth guy that everyone enjoys being around. He embodies everything that a man should be and has represented both GISD and Rowlett High School at the highest level for the past 25 years.

Now to the reason for this letter. Coach is retiring from RHS at the end of the school year. He has built quite the legacy and will be leaving huge shoes to fill. I would like nothing more than for the GISD School Board to approve renaming the baseball field at Rowlett High School to "Paul Carmon Field". There is no one more deserving given all that he has done over the past quarter century for his players, RHS, GISD, and the City of Rowlett. It has always been so important to him that the players and their fans/family were proud of the field they play on. He spends hours upon hours each year tending to every detail of the field and making sure it is held to the same standard as the team's performance. That field is immaculate because of Coach, and the finishing touch should be his name adorned for every visitor to see.

On behalf of countless others and myself, we truly appreciate your consideration. Please contact me directly if you would like additional information. Lastly, if required, any costs associated with this change (signage, fees, etc.) will be covered in full by me.

We all think the world of Coach and hope you will approve this request in his honor.

Best regards,

A handwritten signature in black ink, appearing to read 'A. Everett', with a long horizontal line extending to the right.

Adam Everett
RHS Class of '00
972.824.1987 | ab_everett@yahoo.com

Enclosed: Letters of Recommendation
 RHS Stats/Records Sheet

Hello,

Thinking back on the times spent as a player for Coach Carmon, I think about the lessons learned on the field that I apply in my life today. Although I had a very successful baseball career playing professionally, it's the lessons he taught that I can take into my life as a husband, father, and businessman. Demanding excellence, work ethic, attention to detail, and winning no matter what the circumstances are is what comes to mind when I think about Coach Carmon. It did not matter if you were the best/worst player on the field or if you were a senior/freshman, he treated everyone the same and expected everyone to give their best effort on a daily basis.

It's great to think back on these life lessons that were taught to so many through the game of baseball by the way he went about it. His track record on the field shows how incredible of a baseball mind he has and that what he preaches to his players works by the amount of games Coach Carmon has won. I am writing this letter to show how important it is to myself and so many others that the Rowlett High School Baseball Field be renamed to Paul Carmon Field!

Thanks for your consideration.

Brandon Loy

To whom it may concern,

What does Rowlett baseball mean and what is the thought when someone mentions the Rowlett baseball program. It's very simple, the only head coach that has stepped on that field, Coach Carmon. He has been the face behind a long winning tradition and has not once wavered in his pursuit for excellence. This excellence is not just the wins on the field but also pushing the players to their limits to be so great on and off the field. The standards are set high for the Rowlett baseball program and these standards were set from day 1 that he stepped on that field and he has yet to back off.

Coach Carmon has had numerous collegiate and professional players that played under him during his time as the Head Coach. If you ask anyone of these players what they remember about playing for him, I promise they will tell you that Coach Carmon got every ounce of talent from them during their time as a Rowlett Eagle. What I most learned from Coach Carmon is not so much about the fundamentals of the game but how to be a leader, how to compete at the highest level and how to be a winner. He was hard nose coach that expected your best everyday.

From my sophomore year Coach Carmon held me to a higher standard and that had nothing to do with my talent but he felt with time I possibly could be great. He was hard on me, he pushed me to my limits and sometimes over my limits. He somehow knew that I would not back down but rise up. He continued to coach me this way through my Junior year at Rowlett as well. During this time I was young and sometimes didn't know his bigger plan for me. As I approached my senior, he had done his job in pushing me to be the leader that he was in search for. He had held me to high standards and continued to do that but approached me in a different way my senior year. He knew that I could handle being the leader based on the past few years of preparing me for this final year as an Eagle. I had one of the best years of my playing career that year.

I owe so much to Coach Carmon for my success at Rowlett and my success after my high school playing days. He taught me so much about life while coaching me to be a great baseball player!

If any field in this metroplex should be named after a coach it should be at Rowlett High School. Paul Carmon Field would be finishing touch to the legacy that he left to the school and numerous players that played on that field.

Thanks,
Danny Hamblin
2003 Graduate

February 10, 2021

Dear GISD School Board,

This letter is to recommend that the GISD Board formally rename the RHS baseball field to Paul Carmon Field. He joined the RHS staff in 1996 from Scurry-Rosser ISD and has done an amazing job ever since. I am a retired GISD Teacher. My son, Adam, was a member of the 2000 RHS baseball team that won district and made the playoffs for the first time in school history. As parents, we were not sure a coach from a smaller district would be a good fit for our boys. We quickly realized that Coach Carmon was teaching our boys more than just baseball skills and was an excellent fit for the job.

Coach Carmon required and demonstrated good sportsmanship, moral character, and hard work on and off the baseball field. Each team member was taught to be respectful, courteous, kind and a good role model to others. He taught the players to shake hands with an opposing team after each game...win or lose. Our boys were representing RHS, our city, the parents and themselves. He was a father figure to the team. Some players did not have someone like that in their homes. Those same players are now teaching their own kids the same standards and practices that they learned from Coach Carmon.

Some of our best memories with my son was traveling to all the tournaments across the state of Texas. Coach Carmon would spend a lot of time away from his family to be with our boys, as well. He dedicated countless hours for practice, film, instruction, games, and travel. I am sure it was tough on him at times, but he never once complained. He was doing what he loved, which was coaching and teaching our boys the great game of baseball while grooming them to be strong, young men.

Coach Carmon has made lifelong friendships with players and parents alike. I know for a fact he is still in touch with many his former players. They come back to visit him at Homecoming games (seeing as how he is also a football coach) and various baseball events throughout the year.

Please consider our request to rename the field at Rowlett High School in honor of Coach Paul Carmon. His tireless dedication and wonderful leadership have made a huge impact on our boys and numerous others that have gotten to know him. There is no one more deserving.

Thank you for your time and consideration.

Sincerely,

A handwritten signature in cursive script that reads "Judy Kay Everett". The signature is written in black ink and is positioned to the left of the typed name.

Judy Kay Everett
Retired School Teacher - GISD

To: GISD Board Members
From: Justin Slay
Subject: Letter of Recommendation - Coach Paul Carmon Field

GISD Board Members,

My name is Justin Slay and I am a Rowlett High School Graduate from 2003. I had the pleasure of playing on the baseball team all 4 years of High School, with two of them on the Varsity Team led by Coach Carmon. My freshman year, the 1999-2000 school year, was the first time that the Baseball Team had made the playoffs in the history of RHS. The team has made the playoffs every single season since.

A huge part of the success that the Baseball Program has experienced is due to the involvement and dedication he has to all of his players, regardless if they are on the Varsity, JV, or Freshman Teams. He prepares his players so when they get on the larger stage they are seasoned and ready. You do not find this type of mentorship in many other programs and this is why RHS Baseball has been so consistent during this great run.

As I have gotten older, I now think of all of the lessons he taught me in my youth and how they have translated as I have become an adult. He is a wonderful father of 3 and a great husband to his amazing wife Laurie. As a husband and father myself now, I can see what a great example he was in showing us how to be involved and treat our families when we entered that stage of our lives. He had two young children, his son Stephen and daughter Mandy, when I started High School. I'll never forget when he found out his wife was pregnant with their 3rd child Morgan. It was my Junior Year and we were playing South Garland at home in the final District Game of the first half of the season. We won on a walk-off homerun in extra innings and Coach Carmon was right there in the middle of the celebration with us at Homeplate. Win or lose, he would always give a speech after the game to prepare us for the upcoming practice or games that week. He hugged us and said, "I just found out my wife was pregnant before the first pitch, I am so proud of y'all. Thanks for helping me make this day even more memorable!"

My younger brother is a graduate of RHS as well, the class of 2012. He started on the Varsity Team for 3 years. I was so proud that Coach Carmon was able to lead his teams too even though we are so many years apart. As with any siblings, my brother and I were very different, mainly him being so much more talented than me, ha ha. Of all the great attributes that Coach has, one of his greatest is his ability to relate and adapt to each player's personality and skill set. He didn't use the same blueprint for each of us but rather got to know us on a personal level and tailored his style to what would help us be the most successful. What an amazing accomplishment considering all of the young men he has Coached over an amazing career.

Naming the Rowlett High School Baseball Field after Coach Carmon would be an amazing way to honor a great Coach and even better Man. No one is more deserving and this would be the perfect way to thank him for his hard work and dedication to so many. Nearly 20 years after I have graduated, I still keep in contact with him, which tells you how much I respected him as a Coach and now a friend. I give him the highest recommendation I possibly can to name this field after him so future players will always remember his legacy.

Sincerely,
Justin Slay

To whom this may concern,

My name is Kyle Hancock and I am a 2005 graduate of Rowlett High School who also had the opportunity to be a part of athletics, specifically baseball. Fortunately enough, I was afforded the opportunity to sign a National Letter of Intent to attend the University of Arkansas to continue my dreams of playing professional baseball. As the 2005 MLB Draft came, I ended up being selected in the 3rd round and was the 87th Overall pick to the Colorado Rockies and ended up playing in their system until 2012.

The accolades that I was able to achieve and the success in the game that I had are stories for my now kids and then my grandkids one day, hopefully.

Accolades and what I accomplished takes a back seat to the man that has led the Rowlett Eagle Baseball program since its inception and that provided me with not only an opportunity but guidance and mentorship along the way. I grew up with divorced parents and my father has ultimately been in and out of my life for a majority of my life. I now work for BSN SPORTS and we believe that our job is to be a coach to them off of the field so they can get more time to impact players lives on the field. Impacting lives in a positive manner through the game of baseball is exactly what Coach Paul Carmon does and what he has stood for.

Coach Carmon has dedicated years to not only creating a winning tradition for the school and its program, but also ensuring that his players leave as better people and young men than when they entered it. His way of connecting with his players and getting the best out of each individual is unmatched. I am forever grateful to have played for Coach Carmon as he has done more for me than he will ever know. I know that if I called Coach Carmon in any need, he would be there to help and that goes well beyond the game of baseball.

While I firmly believe that this could have been done sooner and with the news of Coach Carmon's retirement on the horizon, I would like to join in the petition to have the Rowlett Eagle Baseball field named after him in his honor for the ultimate dedication, love and sacrifice he has had for this program. Coach Carmon without a doubt deserves this honor and I look forward to the day that this notion is agreed upon and passed through. GISD and Rowlett High School is fortunate to have had Paul Carmon. I would think that I speak on behalf of all current and former Eagle Baseball Players in saying THANK YOU for being our leader.

Thanks,

Kyle Hancock

Kyle@texasoilers.com

Co-Founder/Owner

469-688-2454

www.texasoilersbaseball.com

To whom it may concern:

When you think of a Baseball Coach, one guy comes into mind and that's Coach Carmon. A guy that has coached with class, determination, and education. When you step onto the Rowlett baseball field you know it's time to work. He has instilled that into every single player from the freshman to seniors. Respect is what you will see we hold for Coach in each of these letters.

Playing high school baseball, college at Ole Miss, being drafted to the Astros and playing 4 years, Coach Carmon has been the one guy out of all them to show determination to make every player better. Practice was done with a purpose and intent. It's not just about what he preached on the baseball field it's the standard he held us to off the field. The mentality he instilled in all of us to carry ourselves with class and respect. Day in and day out, that has now carried over in my everyday life 15 years later. Still to this day he keeps in contact with his players. Every year it was not just another class he had to coach, he took the job with pride and did his best.

Everything was earned with him, and this is what he has earned.

Sincerely,

Miles Hamblin

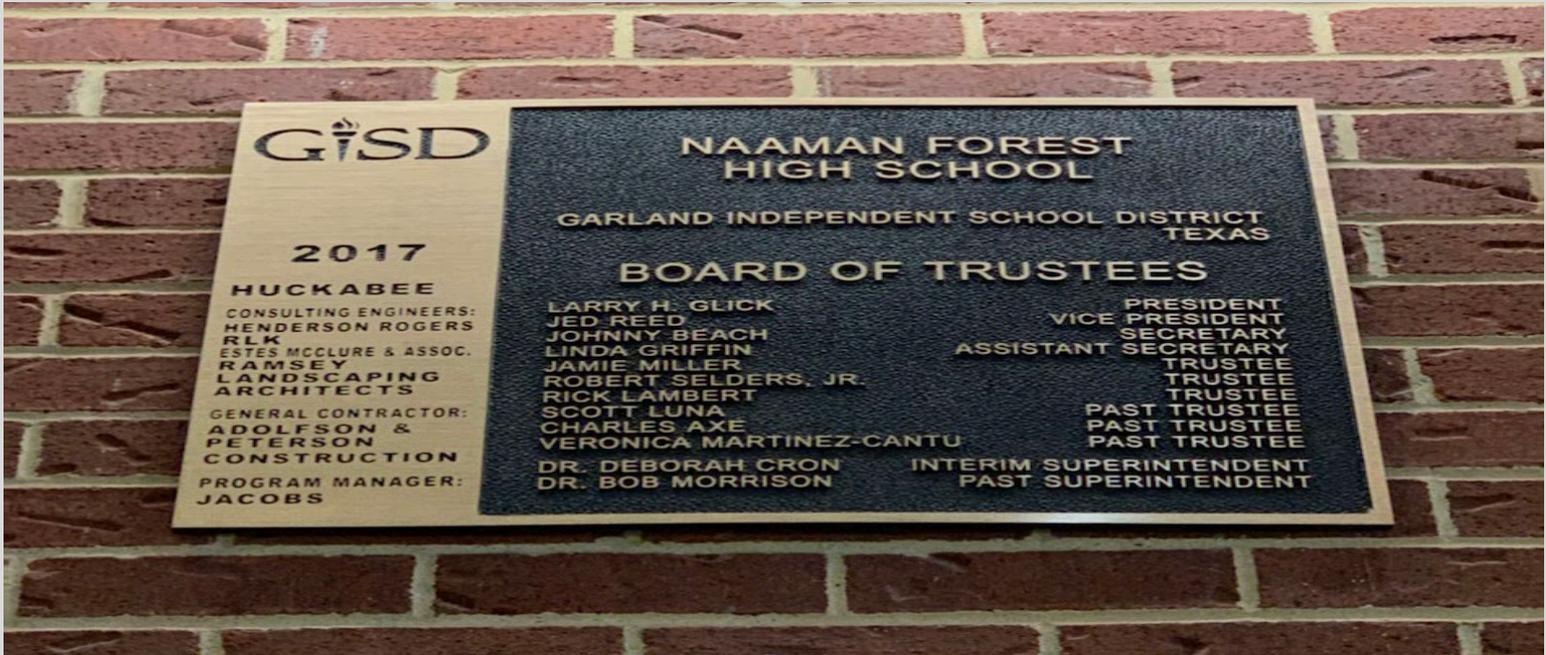
Rowlett High School

Recommended Baseball Field Sign



Rowlett High School

Recommended Baseball Field Plaque





Rowlett High School

Recommended Baseball Field Sign and Plaque

- Costs
 - Sign Approximate Cost - \$960
 - Plaque Approximate Cost - \$500
 - Funding - Campus 461

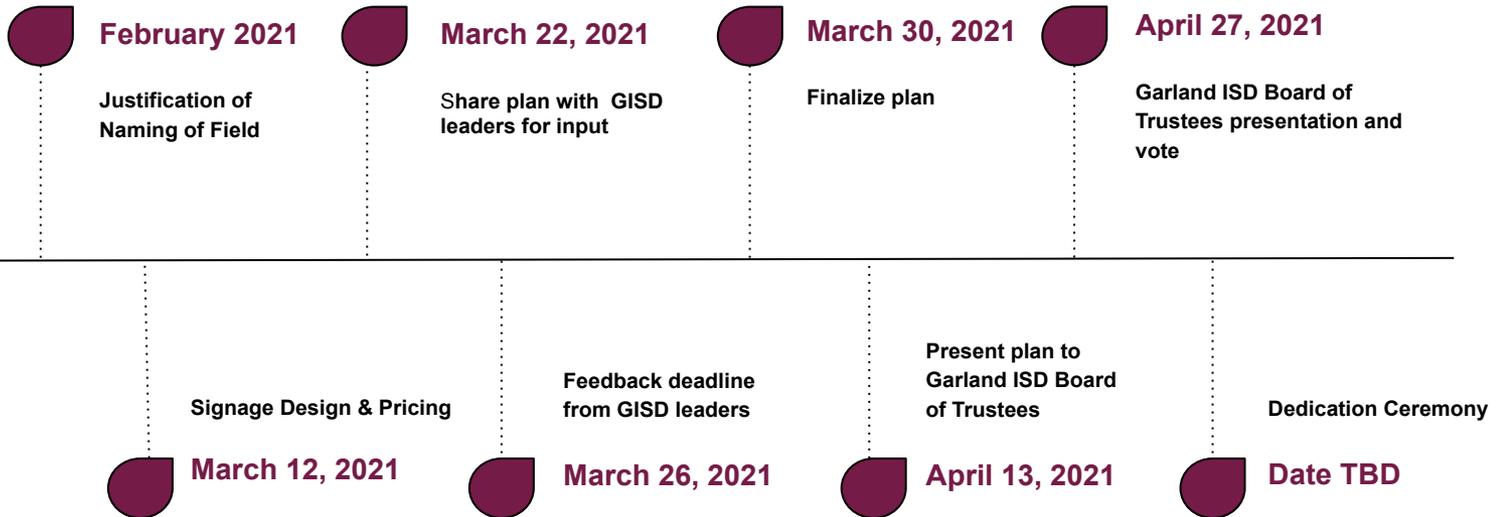


Rowlett High School

Ceremony

- Announce to current students, staff and fans during April 30 home game if passed by BOT
- Ceremony with invitations to past and present staff and alumni after installation of signage - Summer 2021

Naming Recommendation for the RHS Baseball Field





Comments/Questions



Garland Independent School District Board of Trustees

Date of Meeting: April 27, 2021

Agenda Item: Consider Approval of Purchase of Hazardous Materials Abatement, Removal, Disposal and Other Related Services
One (1) Year with Four (4) Annual Renewal Options

Agenda Section: Action Item

Administrator Responsible: Mr. Javier Fernandez
Director of Facilities Planning and Construction Services

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 is the bid for RFP #11-21 Hazardous Materials Abatement, Removal, Disposal and Other Related Services. It is staff's recommendation that the bid be awarded as indicated below.

Abatement, Removal, and Other Related Services:

- AADVAL, Inc.
- EDRS, Inc.
- DWW Abatement, Inc.
- RNDI Companies, Inc.
- Intercon Environmental, Inc.

Disposal and Other Related Services:

- Green Planet, Inc.
- DWW Abatement, Inc.

The estimated total amount of the bid is not to exceed \$500,000. Potential funding is indicated below.

General Fund (199)

This agenda item was presented to the Facilities Committee and the Finance Committee for review on April 13, 2021.

Administrative Recommendations:

Provided for your consideration.

**ADMINISTRATION RECOMMENDATION
FOR BOARD APPROVAL**

RECOMMENDATION:

It is the administration's recommendation that the offer(s) for **Hazardous Materials Abatement, Removal, Disposal and Other Related Services** from the company or companies listed below that provides the best value to the Garland Independent School District.

Abatement, Removal, and Other Related Services:

AADVAL, Inc.
EDRS, Inc.
DWW Abatement, Inc.
RNDI Companies, Inc.
Intercon Environmental, Inc.

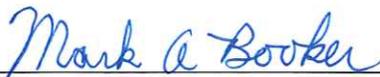
Disposal and Other Related Services:

Green Planet, Inc.
DWW Abatement, Inc.

NOT TO EXCEED AMOUNT:

\$500,000.00

Procurement Method:	Request for Qualifications
Contract Number:	11-21
Contract Term:	One (1) Year with Four (4) Annual Renewal Options .
Potential Funding Source:	(199 General Fund)



Mark Booker
Executive Director of Purchasing



Javier Fernandez
Director of Facilities Planning
and Construction Services



Brent Ringo, Ed.D.
Chief Financial Officer



MEMORANDUM

DATE: March 24, 2021
TO: Mark Booker, Executive Director of Purchasing
FROM: Javier Fernandez, Director of Facilities Planning and Construction Services
RE: RFQ #11-21 - Consider Approval of Hazardous Materials Abatement, Removal, Disposal and Other Related Services

After reviewing the RFP #11-21 Hazardous Materials Abatement, Removal, Disposal and Other Related Services, it is staff's recommendation that the bid for Abatement, Removal, Disposal and Other Related Services be awarded as indicated below.

- AADVAL, Inc.
- EDRS, Inc.
- DWW Abatement, Inc.
- RNDI Companies, Inc.
- Intercon Environmental, Inc.

It is staff's recommendation that the bid for Disposal and Other Related Services be awarded as indicated below.

- Green Planet, Inc.
- DWW Abatement, Inc.

Potential funding is indicated below.

General Fund (199) - 100%

cc: Paul Gonzales
Nancy Nunez

MEMORANDUM

GARLAND INDEPENDENT SCHOOL DISTRICT

DATE: March 29, 2021

TO: Javier Fernandez, Director of Facilities Planning and Construction

FROM: Nancy R. Nunez, Purchasing Department

SUBJECT: **Evaluation of Pricing and Qualifications for 11-21 for Hazardous Materials Abatement, Removal, Disposal and Other Related Services**

Attached for your recommendation is the Excel Workbook with the rankings for RFQ #11-21 - Hazardous Materials Abatement, Removal, Disposal and Other Related Services.

1. Each firm's evaluation has been scored by the evaluation committee with the points averaged by service, See tabs "ABATEMENT," "REMOVAL," and "DISPOSAL." The same technical scoring has been entered on each tab for ranking with the points for pricing added per service.
2. Pricing: The table/rubric used for points is the same used for the bond construction evaluation. Due to the price difference, the points equated to negative points which is a situation that would not occur in a construction project. To be fair and equitable, the minimum points assigned were capped at 0 points rather having negative points assigned.
 - a. Abatement—there is one "no bid" from Green Planet, Inc. All other firms submitted line items except for Allen & Company Environmental Services who submitted "no bid" on 3 lines. To evaluate, those three lines were removed from everyone's submittal for ranking.
 - b. Removal—there are two "no bid" proposals from Green Planet, Inc. The other proposals received were ranked with the same technical points as Abatement.
 - c. Disposal Summary—there are 3 "no bid" firms. Green Planet, Inc. is recommended as the primary company to use for chemical disposal; however, if the workload is too much or if there is chemical disposal on an abatement/removal job, DWW Abatement, Inc. provides an efficient way to have a turnkey solution as they are in the top ranked for abatement and mold removal as well.
3. The best value for the Garland ISD is based on the top 5 ranked proposals based on Abatement Services which will be 90% of the contract services and who also offer mold removal services. The Chemical Disposal Service is separate or in combination with the other 2 services.
4. The Excel workbook with the rankings is attached for your review and recommendation.

Nancy R. Nunez, MBA
Construction Bond Specialist, Purchasing

cc: File 11-21

Garland Independent School District

Evaluation Scoring Sheet
RFQ #11-21
Hazardous Materials Abatement, Removal, Disposal and Related Services

Date -	3/30/2021
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BID TAB: ABATEMENT

Proposer# 1	Proposer# 2	Proposer# 3	Proposer# 4	Proposer# 5	Proposer# 6	Proposer# 7	Proposer# 8
ALLEN & COMPANY ENVIRONMENTAL SERVICES (ACES)	GREEN PLANET, INC.	HP ECOLOGICAL SERVICES, LLC dba HP ENVIROVISION	AADVAL, INC.	RNDI COMPANIES, INC.	EDRS, INC.	INTERCON ENVIRONMENTAL, INC.	DWW ABATEMENT, INC.

CRITERIA #	CRITERIA DESCRIPTION	POINTS ALLOTTED	POINTS SCORED							
9.1.0	Purchase price	45	0	0	17	45	0	5	0	0
9.2.0	Reputation/References (Previous experience with Texas School Districts)	5	1	5	5	5	5	5	5	5
9.3.0	Safety Record and Litigation	10	5	10	0	8	10	10	10	10
9.4.0	Corporate Profile	10	10	10	3	8	10	9	9	10
9.5.0	The vendor's past relationship with the district;	1	0	1	0	0	0	0	0	1
9.6.0	Key personnel to be assigned to Garland ISD (Quality of Goods and Services)	12	12	12	3	5	12	12	12	12
9.7.0	Organizational Plan and Methodology for assignments of work (Meet the District's Needs)	12	9	0	3	12	12	12	12	12
9.8.0	Financial Information	5	5	5	0	5	5	5	5	5

Total Points for Criteria#s 9.1.0-9.8.0	100	42	0	30	87	54	58	53	55	
RANK		6	NO BID	7	1	4	2	5	3	
290 Sources solicited, 8 Responses										



**Garland Independent School District
Board of Trustees**

Date of Meeting: April 27, 2021

Agenda Item: Consider Approval of Purchase of Online Data Analysis for Student and Staff Development and Evaluation
One (1) Year with Four (4) Annual Renewal Options

Agenda Section: Action Item

Administrator Responsible: Dr. Kimberly Caddell
Assistant Superintendent of Curriculum and Instruction

Board Goal Objective:

OBJECTIVE A: EARLY LITERACY (Reading)

Percent of students in grade 3 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Reading.

OBJECTIVE B: EARLY LITERACY (Writing)

Percent of students in grade 4 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Writing.

OBJECTIVE C: ENGLISH LANGUAGE ACQUISITION

Percent of ELL students demonstrating English language acquisition, as measured by yearly progress indicator on the Texas English Language Proficiency Assessment System (TELPAS).

OBJECTIVE D: SCIENTIFIC UNDERSTANDING

Percent of students in grade 8 demonstrating scientific understanding as measured by Meets Grade Level performance on STAAR Science.

OBJECTIVE E: MATHEMATICAL PROFICIENCY

Percent of students demonstrating mathematical proficiency as measured by Meets Grade Level performance by the end of grade 9 on STAAR Algebra I EOC.

OBJECTIVE F: POSTSECONDARY READINESS (SAT Exams)

Percent of students demonstrating postsecondary readiness exam success, as measured by meeting college ready benchmarks through 11TH grade SAT School Day.

OBJECTIVE G: POSTSECONDARY READINESS (AP Exams)

Percent of students demonstrating postsecondary readiness exam success, as measured by AP exams with qualifying criterion scores.

Superintendent's Goal:

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

Superintendent Goal #4 – Educational Leadership

The superintendent provides leadership and direction for an educational system that is based on desired student achievement.

Superintendent Goal #5 – District Management

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

Summary/Background Information:

Shown is the recommendation of the bids for online data analysis for student and staff development and evaluation for the District, discussed in the April 13, 2021 Finance Committee Meeting. It is staff's recommendation that the bid be awarded as indicated below.

Eduphoria! Incorporated

The estimated total amount of the bid is not to exceed \$500,000. Potential funding is indicated below.

General Fund (199)

Administrative Recommendations:

Provided for your consideration.

**ADMINISTRATION RECOMMENDATION
FOR BOARD OF TRUSTEES APPROVAL**

RECOMMENDATION:

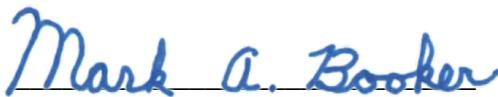
It is the administration's recommendation that the offer(s) for **Online Data Analysis for Student and Staff Development and Evaluation** from the company or companies listed below provides the best value to the Garland Independent School District.

Eduphoria! Incorporated

NOT TO EXCEED AMOUNT:

\$500,000

Procurement Method:	Cooperative Purchase Contract TIPS USA
Contract Number:	30-21
Contract Term:	One (1) year with four (4) annual renewal options.
Potential Funding Source:	(199 General Fund)



Mark A. Booker
Executive Director of Purchasing



Kimberly Caddell, Ed.D.
Assistant Superintendent of
Curriculum and Instruction

Attest:

I have examined the information provided by staff in recommending the award above.



Brent Ringo, Ed.D.
Chief Financial Officer



Garland Independent School District

DATE: February 3, 2021

TO: Mark A. Booker, Executive Director of Purchasing

FROM: Dr. Kimberly Caddell, Assistant Superintendent Curriculum and Instruction

RE: Recommendation to Award Contract 30-21 Online Data Analysis for Student and Staff Development and Evaluation

Action Required

New Award

Material/Service

Eduphoria! Suite which includes Aware, Strive, Navigate, Training (year 2) and Lead4ward

Purpose

Eduphoria is managed by RAAD (student assessment), C&I (professional development) and Human Resources (employee appraisal) and utilized across the district at campus and central administration.

Board Goal Objective

OBJECTIVE A: EARLY LITERACY (Reading)

Percent of students in grade 3 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Reading.

OBJECTIVE B: EARLY LITERACY (Writing)

Percent of students in grade 4 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Writing.

OBJECTIVE C: ENGLISH LANGUAGE ACQUISITION

Percent of ELL students demonstrating English language acquisition, as measured by yearly progress indicator on the Texas English Language Proficiency Assessment System TELPAS.

OBJECTIVE D: SCIENTIFIC UNDERSTANDING

Percent of students in grade 8 demonstrating scientific understanding as measured by Meets Grade Level performance on STAAR Science.

OBJECTIVE E: MATHEMATICAL PROFICIENCY

Percent of students demonstrating mathematical proficiency as measured by Meets Grade Level performance by the end of grade 9 on STAAR Algebra I EOC.

OBJECTIVE F: POSTSECONDARY READINESS (SAT Exams)

Percent of students demonstrating postsecondary readiness exam success, as measured by meeting college ready benchmarks through 11TH grade SAT School Day.

OBJECTIVE G: POSTSECONDARY READINESS (AP Exams)

Percent of students demonstrating postsecondary readiness exam success, as measured by AP exams with qualifying criterion scores.

Superintendent's Goal

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

Superintendent Goal #4 – Educational Leadership

The superintendent provides leadership and direction for an educational system that is based on desired student achievement.

Superintendent Goal #5 – District Management

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

Recommended Amount

\$500,000 – 199 General Fund



**Garland Independent School District
Board of Trustees**

Date of Meeting: April 27, 2021

Agenda Item: Consider Approval of Purchase of Technology Ticket System One (1) Year with Four (4) Annual Renewal Options

Agenda Section: Action Item

Administrator Responsible: Mr. Matt Yeager
Executive Technology Officer

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 is the recommendation of the bids for technology ticket system for the District, discussed in the April 13, 2021 Finance Committee Meeting. It is staff's recommendation that the bid be awarded as indicated below.

SHI Government Solutions

The estimated total amount of the bid is not to exceed \$155,000. Potential funding is indicated below.

General Fund (199)

Administrative Recommendations:

Provided for your consideration.

**ADMINISTRATION RECOMMENDATION
FOR BOARD OF TRUSTEES APPROVAL**

RECOMMENDATION:

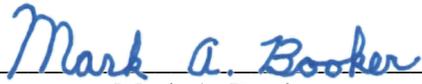
It is the administration's recommendation that the offer(s) for **Technology Ticket System** from the company or companies listed below provides the best value to the Garland Independent School District.

SHI Government Solutions

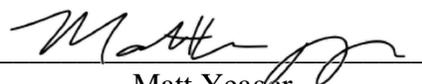
NOT TO EXCEED AMOUNT:

\$155,000

Procurement Method:	Cooperative Purchase Contract TIPS USA
Contract Number:	113-21
Contract Term:	One (1) year with four (4) annual renewal options.
Potential Funding Source:	(199 General Fund)



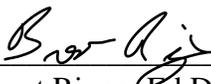
Mark A. Booker
Executive Director of Purchasing



Matt Yeager
Executive Technology Officer

Attest:

I have examined the information provided by staff in recommending the award above.



Brent Ringo, Ed.D.
Chief Financial Officer



Garland Independent School District

DATE: March 8, 2021

TO: Mark A. Booker, Executive Director of Purchasing

FROM: Matt Yeager, Executive Technology Officer

RE: Recommendation to Award Contract 113-21 Technology Ticket System

Action Required

New Award

Material/Service

Information Technology Services Management (ITSM) system and services

Purpose

This contract provides an Information Technology Services Management (ITSM) solution and services that will be utilized by Technology and Information Systems, GISD departments, and campuses.

Board Goal Objective

Not Applicable

Superintendent Goal #5 – District Management

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

Recommended Amount

\$155,000 – 199 General Fund



**Garland Independent School District
Board of Trustees**

Date of Meeting: April 27, 2021

Agenda Item: Consider Approval of Increase in Awarded Amount for HVAC Maintenance, Repair and Building Automation Services Final Renewal Option

Agenda Section: Action Item

Administrator Responsible: Mr. Paul Gonzales
Executive Director of Facilities and Maintenance

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 is the recommendation of the increase in awarded amount for HVAC maintenance, repair and building automation services for the District, discussed in the April 13, 2021 Finance Committee Meeting. It is staff's recommendation that the bid be increased as indicated below.

See Attached List.

Original Award Amount: (December 15, 2020)	\$ 1,000,000
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Increase Amount:	\$ 750,000
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The estimated total amount of the bid is not to exceed \$1,750,000. Potential funding is indicated below.

General Fund (199)

Administrative Recommendations:

Provided for your consideration.

**ADMINISTRATION RECOMMENDATION
FOR BOARD OF TRUSTEES APPROVAL**

RECOMMENDATION:

It is the administration's recommendation that the offer(s) for **HVAC Maintenance, Repair and Building Automation Services** from the company or companies listed below provides the best value to the Garland Independent School District.

See Attached List

ORIGINAL AMOUNT: **\$1,000,000**
(December 15, 2020)

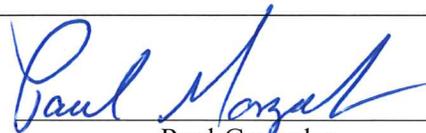
INCREASE AMOUNT: **\$750,000**

NOT TO EXCEED AMOUNT: **\$1,750,000**

Procurement Method:	Cooperative Purchase Contract EPCNT
Contract Number:	207-18
Contract Term:	Final renewal option
Potential Funding Source:	(199 General Fund)



Mark A. Booker
Executive Director of Purchasing



Paul Gonzales
Executive Director of
Facilities and Maintenance

Attest:

I have examined the information provided by staff in recommending the award above.



Brent Ringo, E.D.
Chief Financial Officer



Garland Independent School District

DATE: March 5, 2021

TO: Mark Booker, Executive Director of Purchasing

FROM: Edmund Lee, Coordinator of Facility and Maintenance Business Operations

RE: Recommendation to Increase Contract 207-18 HVAC Maintenance, Repair and Building Automation Services

Action Required

Increase

Material/Service

The following agreement will be used to procure HVAC Maintenance Repair and Building Automation Services.

Purpose

The following agreement will allow for access to additional resources and give us the capability to better support our administrative and campus facilities. We are requesting an increase to address HVAC repairs caused by the recent winter freeze of 2021.

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.

Recommended Amount

\$750,000 - 199 General Fund

CONTRACT 207-18 HVAC MAINTENANCE, REPAIR AND BUILDING AUTOMATION SERVICES
AWARDED SUPPLIERS

A&W BEARINGS AND SUPPLY CO.
ACIS INNOVATIVE SOLUTIONS
ASSURED COMFORT SERVICES
BERGER ENGINEERING COMPANY
CAMPOS ENGINEERING, INC.
CARRIER CORPORATION
CLEAVER BROOKS SALES & SERVICE, INC.
DEALERS ELECTRICAL SUPPLY
DENALI CONSTRUCTION SERVICES, LP
DMI CORP
ELSTON AIRE, INC.
ENTECH SALES & SERVICE, LLC
FACILITY RESPONSE GROUP, INC.
HYDROTEMP, LLC
INDUSTRIAL CONTROLS DISTRIBUTORS
JAMES K SHADLEY
METCO ENGINEERING
SCHNEIDER ELECTRIC BUILDINGS AMERICAS, INC.
TEXAS AIRSYSTEMS
TRANE U.S. INC.
WINSTON WATER COOLER, LTD.



**Garland Independent School District
Board of Trustees**

Date of Meeting: April 27, 2021

Agenda Item: Consider Approval of Increase in Awarded Amount for Online Integrated Learning Management System
One (1) Year with Four (4) Annual Renewal Options

Agenda Section: Action Item

Administrator Responsible: Dr. Jovan Grant-Wells
Chief Academic Officer

Board Goal Objective:

OBJECTIVE A: EARLY LITERACY (Reading)

Percent of students in grade 3 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Reading.

OBJECTIVE B: EARLY LITERACY (Writing)

Percent of students in grade 4 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Writing.

OBJECTIVE C: ENGLISH LANGUAGE ACQUISITION Percent of ELL students demonstrating English language acquisition, as measured by yearly progress indicator on the Texas English Language Proficiency Assessment System (TELPAS).

OBJECTIVE D: SCIENTIFIC UNDERSTANDING

Percent of students in grade 8 demonstrating scientific understanding as measured by Meets Grade Level performance on STAAR Science.

OBJECTIVE E: MATHEMATICAL PROFICIENCY

Percent of students demonstrating mathematical proficiency as measured by Meets Grade Level performance by the end of grade 9 on STAAR Algebra I EOC.

OBJECTIVE F: POSTSECONDARY READINESS (SAT Exams)

Percent of students demonstrating postsecondary readiness exam success, as measured by meeting college ready benchmarks through 11TH grade SAT School Day.

OBJECTIVE G: POSTSECONDARY READINESS (AP Exams)

Percent of students demonstrating postsecondary readiness exam success, as measured by AP exams with qualifying criterion scores.

Superintendent’s Goal:

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

Summary/Background Information:

Shown is the recommendation of the increase in awarded amount for online integrated learning management system for the District, discussed in the April 13, 2021 Finance Committee Meeting. It is staff’s recommendation that the bid be increased as indicated below.

Instructure, Inc.

Original Award Amount: \$ 322,440
(June 23, 2020)

Increase Amount: \$ 28,500

The estimated total amount of the bid is not to exceed \$350,940. Potential funding is indicated below.

Title II Part A – Teacher & Principal Training & Recruiting (255)

Administrative Recommendations:

Provided for your consideration.

**ADMINISTRATION RECOMMENDATION
FOR BOARD OF TRUSTEES APPROVAL**

RECOMMENDATION:

It is the administration's recommendation that the offer(s) for **Online Integrated Learning Management System** from the company or companies listed below provides the best value to the Garland Independent School District.

Instructure, Inc.

ORIGINAL AMOUNT: **\$322,440**
(June 23, 2020)

INCREASE AMOUNT: **\$28,500**

NOT TO EXCEED AMOUNT: **\$350,940**

Procurement Method:	Interlocal Contract Region 4
Contract Number:	397-21
Contract Term:	One (1) year with four (4) annual renewal options.
Potential Funding Source:	(255 Title II Part A - Teacher & Principal Training & Recruiting)



Mark A. Booker
Executive Director of Purchasing



Jovan Grant-Wells, Ph.D.
Chief Academic Officer

Attest:

I have examined the information provided by staff in recommending the award above.



Brent Ringo, Ed.D.
Chief Financial Officer



Garland Independent School District

DATE: February 10, 2021

TO: Mayte Martinez, Buyer

FROM: Dr. Bonnie Martinez, eLearning Coordinator Title II

RE: Recommendation to Increase Contract 397-21 Online Integrated Learning Management System

Action Required

Increase

Material/Service

Instructure, Inc. Canvas Learning Management System: Professional Development Support

Purpose

The Canvas Learning Management System Professional Development (PD) Support will target designing and maintaining a teacher-friendly digital curriculum and instructional design process.

The training will center around designing a digital curriculum and instructional design process that: embeds technological frameworks, is teacher-friendly, student-centered and is housed in Canvas for teacher access.

The target audience for this training will include content coordinators and curriculum designers.

Board Goal Objective

OBJECTIVE A: EARLY LITERACY (Reading)

Percent of students in grade 3 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Reading.

OBJECTIVE B: EARLY LITERACY (Writing)

Percent of students in grade 4 demonstrating early literacy as measured by Meets Grade Level performance on STAAR Writing.

OBJECTIVE C: ENGLISH LANGUAGE ACQUISITION

Percent of ELL students demonstrating English language acquisition, as measured by yearly progress indicator on the Texas English Language Proficiency Assessment System TELPAS.

OBJECTIVE D: SCIENTIFIC UNDERSTANDING

Percent of students in grade 8 demonstrating scientific understanding as measured by Meets Grade Level performance on STAAR Science.

OBJECTIVE E: MATHEMATICAL PROFICIENCY

Percent of students demonstrating mathematical proficiency as measured by Meets Grade Level performance by the end of grade 9 on STAAR Algebra I EOC.

OBJECTIVE F: POSTSECONDARY READINESS (SAT Exams)

Percent of students demonstrating postsecondary readiness exam success, as measured by meeting college ready benchmarks through 11TH grade SAT School Day.

OBJECTIVE G: POSTSECONDARY READINESS (AP Exams)

Percent of students demonstrating postsecondary readiness exam success, as measured by AP exams with qualifying criterion scores.

Superintendent's Goal

Superintendent Goal #1 – Student Results

Garland ISD will ensure ALL students graduate prepared for college, careers and life by increasing student performance measures, postsecondary readiness, and graduation rates and decreasing student management incidences.

Recommended Amount

\$28,500- 255 Title II Part A – Teacher & Principal Training & Recruiting



**Garland Independent School District
Board of Trustees**

Date of Meeting: April 27, 2021

Agenda Item: Consider Modification to Internet Service Provider
Three (3) Year with Two (2) Annual Renewal Options

Agenda Section: Action Item

Administrator Responsible: Mr. Matt Yeager
Executive Technology Officer

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 is the recommendation of the revised award for internet service provider for the District, discussed in the April 13, 2021 Finance Committee Meeting. It is staff's recommendation that the modification be accepted as indicated below.

Change From:
Fiber Platform LLC

Change To:
Unite Private Networks, LLC

The estimated total amount of the bid is not to exceed \$216,000. Bid tab sheets will be provided under separate cover. Potential funding is indicated below.

General Fund (199)

Administrative Recommendations:

Provided for your consideration.

**ADMINISTRATION RECOMMENDATION
FOR BOARD OF TRUSTEES APPROVAL**

RECOMMENDATION:

It is the administration's recommendation that the offer(s) for **Internet Service Provider** from the company or companies listed below provides the best value to the Garland Independent School District.

Change From:

Fiber Platform LLC

Change To:

Unite Private Networks, LLC

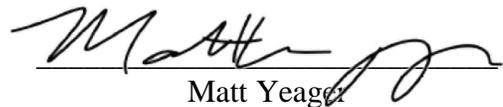
NOT TO EXCEED AMOUNT:

\$ 216,000

Procurement Method:	Request for Proposal
Contract Number:	15-21
Contract Term:	Three (3) Years with two (2) annual renewal options.
Potential Funding Source:	(199 General Fund)



Mark A. Booker
Executive Director of Purchasing



Matt Yeager
Executive Technology Officer

Attest:

I have examined the information provided by staff in recommending the award above.



Brent Ringo, Ed.D.
Chief Financial Officer



Garland Independent School District

DATE: March 25, 2021

TO: Janet Curtis-Fuller, Buyer

FROM: Matt Yeager, Executive Technology Officer

RE: Recommendation to Modify Award for RFP 15-21 Internet Service Provider

Action Required

Modification of award. Contract negotiations revealed Unite Private Networks, LLC a wholly owned subsidiary of Fiber Platform LLC is the contracting entity. The modification of award will authorize contracts and payments are in the name of the correct entity.

Material/Service

Internet Service Provider

Purpose

Allow Garland ISD to access the internet for web-based learning and applications, and access from the internet into Garland ISD for remote learners and staff.

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.

Recommended Amount

\$216,000 – 199 General Fund

EVALUATION CRITERIA		FIRM	FIRM	FIRM
		Unite Private Networks, LLC	Zayo Group **Confidential**	Windstream Services, LLC
Parameters:	Max Points			
PROPOSED PRICING: 10 Gbps Bandwidth (36 months)		\$216,000		\$433,440
The purchase price	33	33	22	16
The reputation of the vendor and the vendor's goods or services	15	12	13	11
The quality of the vendor's goods or services	12	10	12	8
The extent to which the goods or services meet the district's needs	15	13	15	14
The vendor's past relationship with the district	0	0	0	0
The impact on the ability of the district to comply with the laws and rules relating to historically under-utilized businesses (HUB); (must be 0 points)	0	0	0	0
The total long-term cost to the district to acquire the vendor's goods and services	10	10	7	5
For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor(s) or the vendor(s)'s ultimate parent company or majority owner: A. has its principal place of business in this state B. employs at least 500 persons in this state	0	0	0	0
Any other relevant factor specifically listed in the Request for Proposal or Proposals a. Service Level Agreement (10 points) b. Local Service and Support Team (5 points)	15	11	13	13
Total Points	100	88	82	67