

# Garland Independent School District

## Board of Trustees

### Regular Meeting

Tuesday, July 27, 2021

### Agenda

5:00 PM

- I. Call to Order and Determination of a Quorum
- II. Pledges of Allegiance
- III. Public Forum: Members of the public who wish to make comments may complete a Public Comment Participation Request in person at Harris Hill Administration Building or via email at BoardPublicComments@garlandisd.net prior to the start of the meeting indicated in the posting notice. The emailed comments will be read aloud at the meeting by a designated speaker. Emails should include the requester's name, address and the detailed topic to be read aloud. Complaints about student discipline, specific student issues or personnel must be addressed through appropriate administrative channels, in accordance with the Texas Open Meetings Act and Board policy. For more information about public comment procedures, please review the Board Policy for Public Comment accessible at the following link: <https://pol.tasb.org/Policy/Code/364?filter=BED>.
- IV. Information Items
  - A. Evidence of Excellence
    - 1. Recognize Nurse Renee Kotsopoulos - **Dr. Susana Russell** 4
    - 2. Recognize Garland ISD Responsive Services Department - **Lisa Olsen** 5
  - B. Going the Extra Mile (GEMs)
    - 1. Recognize Going the Extra Mile (GEM) Recipient Jenny Graves - **Sherese Nix-Lightfoot** 6
  - C. Holdsworth Center Overview- **Dr. Susanna Russell, Brian Gilson-Holdsworth Center** 8
  - D. Introduction of District Administrators - **Dr. Gradyne E. Brown** 27
- V. Discussion Items
  - A. Trustees' Report 28
    - 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	35
C. Future Agenda Items	37
VI. Consent Agenda - Consider approval of	
A. Human Resources Report	39
VII. Action Item (Non Consent)	
A. Consider Approval of Digital Marquee at South Garland High School – <b>Javier Fernandez</b>	51
B. Consider Approval of Stage Lift at Hillside Academy for Excellence – <b>Javier Fernandez</b>	52
C. Consider Approval of Extension of Employee Clinic Lease – <b>Dr. Brent Ringo</b>	55
D. Consider Approval of Budget Transfers and Amendment to the 2021-2022 General Fund - <b>Ms. Brandy Mayo</b>	60
E. Consider Approval of Resolution for NAACP Back-to-School Event at the Homer B Johnson Stadium - <b>Dr. Babetta Hemphill</b>	63
F. Consider Approval of 2021-2022 Student Code of Conduct - <b>Dr. Babetta Hemphill</b>	65
G. Consider Approval of Resolution for Cameras in Self-Contained Classrooms - <b>Bentley Parker</b>	131
H. Consider Approval of Local Policies from TASB Update 117 - <b>Lisa Ray</b>	138
I. New Bids	
1. Contract #9-21 – Consider Approval of Purchase of Disposable Products for Student Nutrition Services (SNS) – <b>Dr. Shelley Garrett</b>	158
2. Contract #35-21 – Consider Approval of Purchase of Temporary Personnel Services – <b>Mark A. Booker</b>	184
3. Contract #71-21 – Consider Approval of Purchase of Exclusive Beverage Vending Equipment and Services – <b>Mark A. Booker</b>	188
4. Contract #65-21 – Consider Approval of Purchase of Trash Bags and Can Liners - Warehoused – <b>Paul Gonzales</b>	196
5. Contract #302-22 – Consider Approval of Purchase of Instructional Materials and Related Supplies – <b>Dr. Kim Caddell</b>	201
J. Increase to Awarded Bids	
1. Contract #37-21 – Consider Approval of Increase in Awarded Amount for Web Based Special Education Management Systems – <b>Dr. Kim Caddell</b>	205
2. Contract #238-16 – Consider Approval of Increase in Awarded Amount for Maintenance, Repair and Operations Supplies and Related Services – <b>Paul Gonzales</b>	213
3. Contract #294-20 – Consider Approval of Increase in Awarded Amount for Broadcasting Supplies, Equipment and Services – <b>Sherese Lightfoot</b>	216
4. Contract #500-3.11-18 – Consider Approval of Increase in the Project Owner Contingency Amount for Multi-Campus Additions	219

and Renovations-Jackson MS, Lyles MS, PAC, Cisneros Pre-K and Parsons Pre-K (2014 Bond Program) – **Javier Fernandez**

VIII. 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.

1. Discussion and Consideration regarding soil composition near Park Crest Elementary.

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 Principal, Toler Elementary School.

IX. Reconvene from Executive Session for action relative to items considered during Executive Session

A. Consideration and possible action regarding administrative recommendations including Principal, Toler Elementary School.

X. Adjournment



## Garland Independent School District Board of Trustees

<b>Date of Meeting:</b>	July 27, 2021
<b>Agenda Item:</b>	Evidence of Excellence Award
<b>Agenda Section:</b>	Information Items
<b>Administrator Responsible:</b>	Dr. Susana Russell Chief Leadership Officer
<b>Board Goal Objective:</b>	Superintendent Goal #4 & #6

### **Superintendent Goal #4 – Educational Leadership**

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

### **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 Director of Health Services for Garland ISD, Renee Kotsopoulos, was awarded the Region 10 School Administrator of the Year in June 2021. Kotsopoulos's dedication to keeping GISD students and staff safe during the 2020 - 21 school year is greatly appreciated.

The mission of the Health Services department is to serve the diverse needs of a multicultural community by empowering children and parents with the knowledge necessary to promote wellness and maintain healthy lifestyles, thereby preparing students for a successful academic and life experience.

GISD is committed to meeting our students, staff, and community's complex and ever-changing medical and educational needs.

Dr. Susana Russell, Chief Leadership Officer, will present the award to Renee Kotsopoulos.

### **Administrative Recommendations:**

Provided for your information only.



## Garland Independent School District Board of Trustees

<b>Date of Meeting:</b>	July 27, 2021
<b>Agenda Item:</b>	Evidence of Excellence Award
<b>Agenda Section:</b>	Information Items
<b>Administrator Responsible:</b>	Lisa Olsen Responsive Services Administrator
<b>Board Goal Objective:</b>	Superintendent Goal #4 & #6

### **Superintendent Goal #4 – Educational Leadership**

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

### **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:**

GISD would like to recognize our Responsive Services counselors who worked together with the *Grief Sensitive Schools Initiative* over the past two years to secure grief materials and \$36,000 in grant funds to support grieving students. GISD is one of only a handful of school district's across the nation that has fully trained, onboarded, and received a grant for every campus in our district.

The NY Life Foundation Grief Sensitive School Program educated over 1000 educators on grief counseling best practices, distributed over 100 Grief Packets to families who lost loved ones and posted Grief Sensitive School Initiative decals proudly on all campuses.

The program also allowed GISD to provide timely feedback and recommendations to the GSSI team on the impact the program has had on the district and receive grant money over \$35,000 from the New York Life Foundation to support the GISD Responsive Services Departmental's grief counseling efforts.

Lisa Olsen, Responsive Services Administrator, will present the award to our counseling team.

### **Administrative Recommendations:**

Provided for your information only.



**Garland Independent School District  
Board of Trustees**

**Date of Meeting:** July 27, 2021  
**Agenda Item:** Going the Extra Mile (GEM) Recognition  
**Agenda Section:** Information Item  
**Administrator Responsible:** Sherese Nix-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.

Jenny Graves, Garland Education Foundation secretary, was nominated by her colleagues for going above every day. You can often find Jenny lending a helping hand to various departments to ensure Garland ISD runs smoothly.

**Administrative Recommendation:**

Provided for your consideration.



**Garland Independent School District  
Board of Trustees**

**Date of Meeting:** July 27, 2021  
**Agenda Item:** Holdsworth Center Overview  
**Agenda Section:** Information Items  
**Administrator Responsible:** Dr. Susanna Russell, Chief Leadership Officer  
Brian Gilson, Holdsworth Center

**Board Goal Objective:**

**OBJECTIVE A: EARLY LITERACY (Reading)**

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**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:** *Please select a goal(s) from the options below:*

**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 #5 – District Management**

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

**Summary/Background Information:**

Brian Gilson, of The Holdsworth Center, will present an overview of the five-year partnership between Garland ISD and The Holdsworth Center.

**Administrative Recommendations:**

For discussion

*Confidential*

# The Holdsworth Center

*Draft*



## Our Mission

To impact, over time, the quality of K-12 public education for all Texas students by supporting and developing educational leaders.

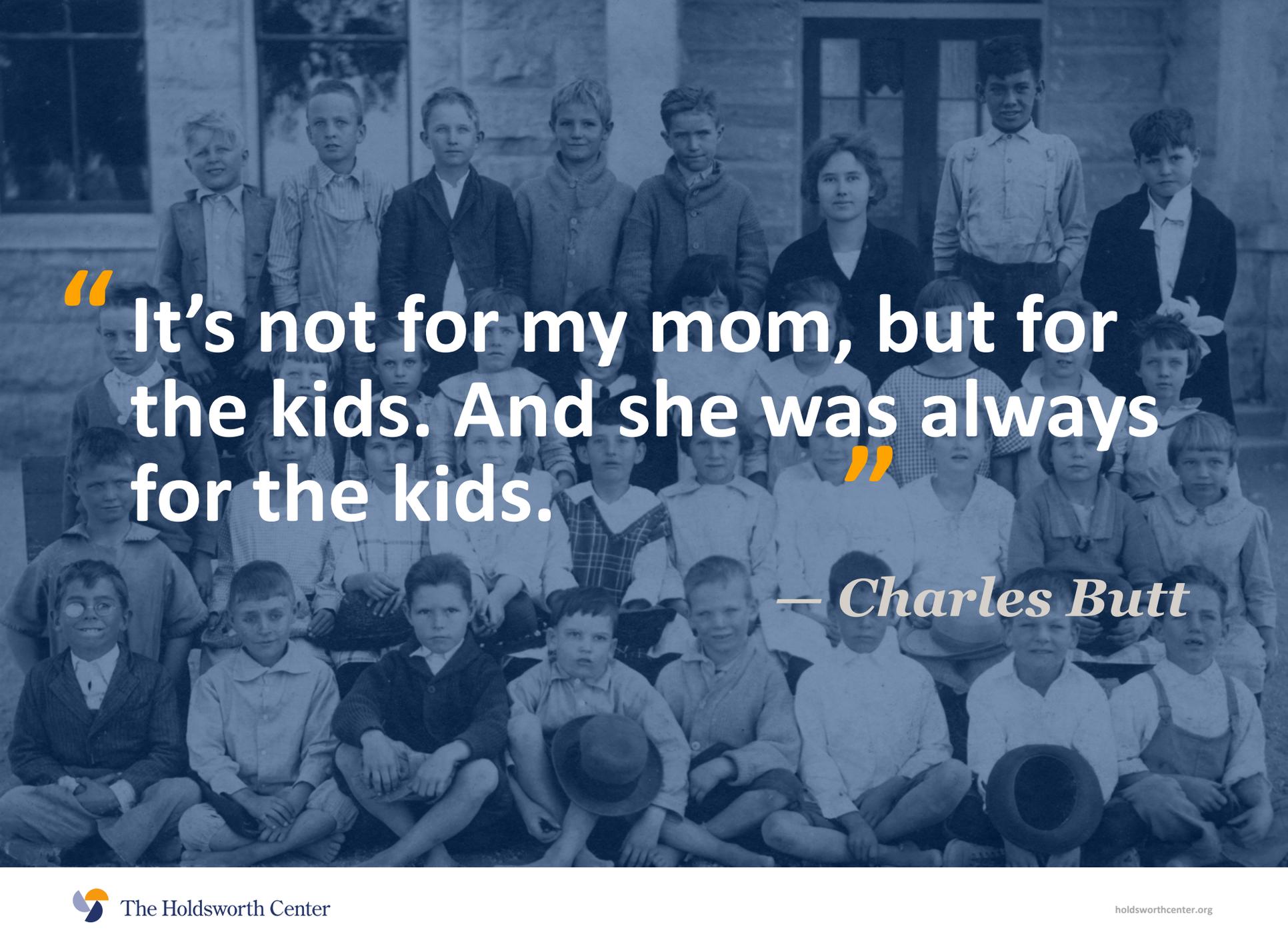


“There is no  
shortcut and  
no silver bullet.

If we want to get to  
the root of making  
long-term, sustainable  
improvement to public  
education, we've got  
to invest time to go  
deep within our  
districts. ”

— **Charles Butt**  
*Chairman of H-E-B*  
*Founder of The Holdsworth Center*





“It’s not for my mom, but for the kids. And she was always for the kids.”

— *Charles Butt*

# Our Approach



Instead of 'quick fixes', we **take a long-view** recognizing that meaningful improvement doesn't happen overnight.



Leadership isn't about superheroes; it requires **teams & systems of leaders** throughout the organization .



Holdsworth will not replace the district role in developing leaders; it will **build districts' capacity**.



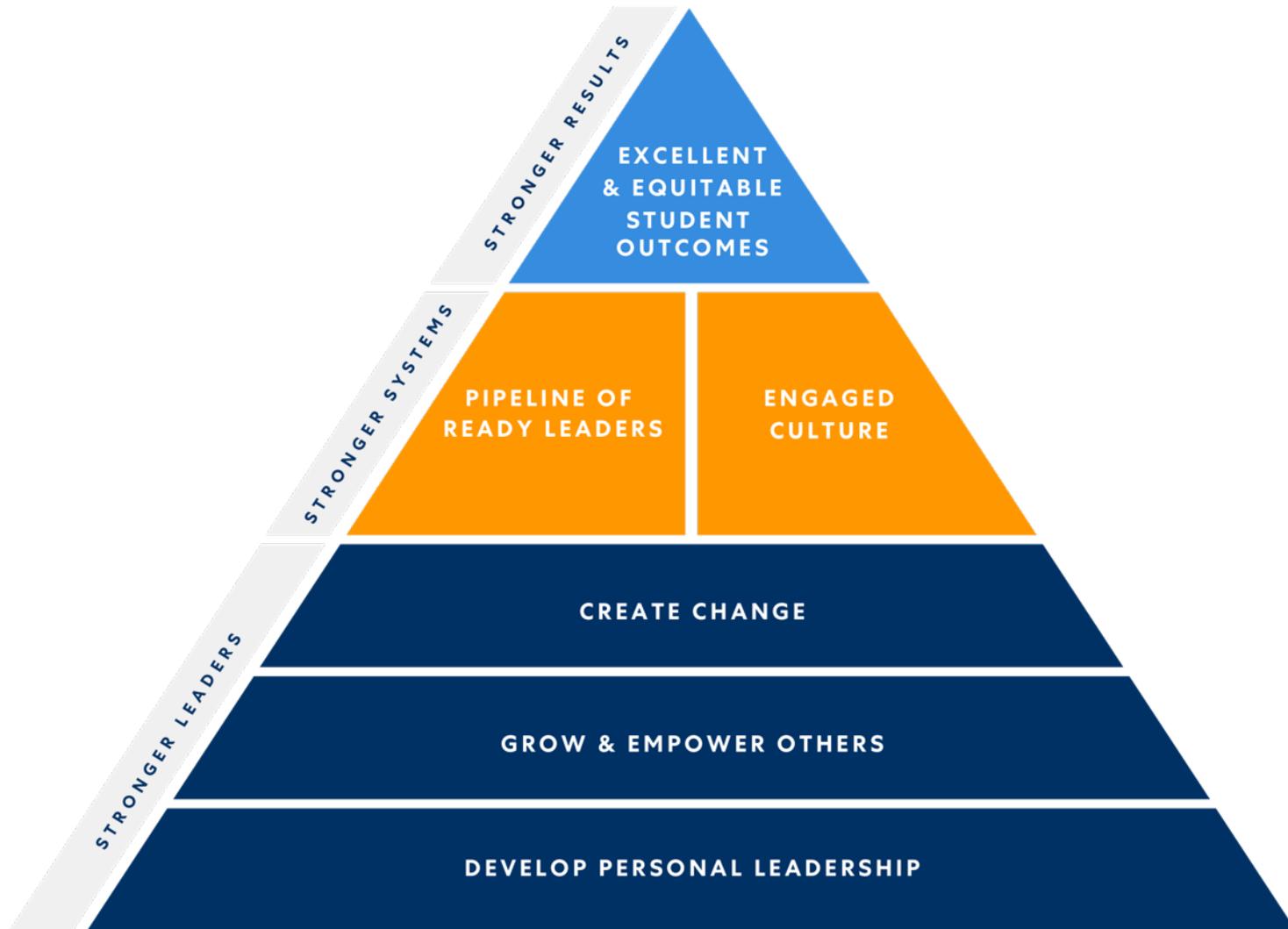
Holdsworth won't peddle prescriptions, it will develop **deep partnerships** with school districts.

“ Holdsworth did not tell us what to do. They showed us what excellence looks like and encouraged us to take risks. ”

— *Dr. Thomas Randle*  
Superintendent  
Lamar CISD



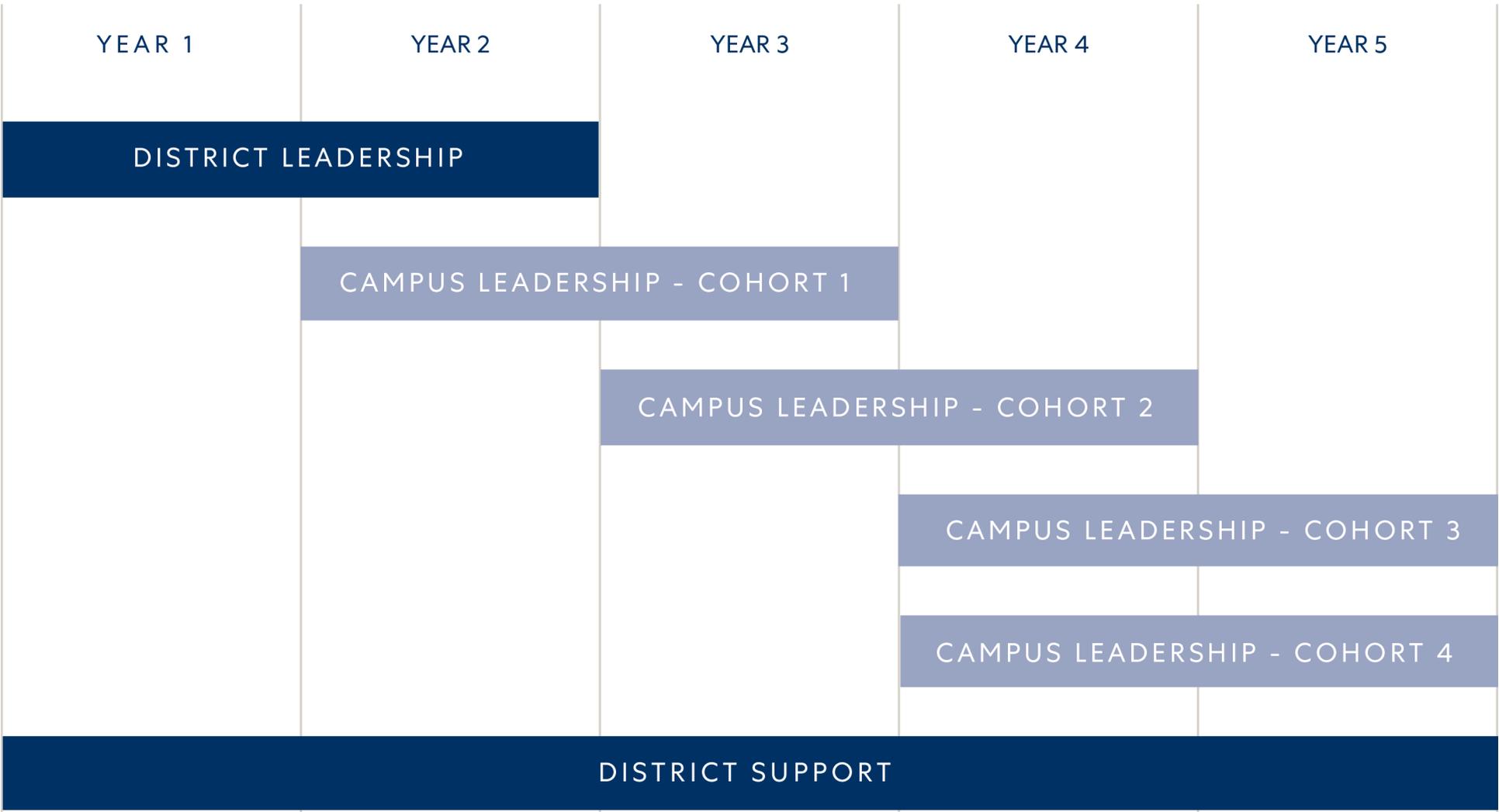
# Our Approach



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# Our 5-Year Partnership

## Program Timeline



# Our Partnership

*District Leaders*

## District Leadership Program



## Executive Coaching



## District Support



# Our Partnership

## *Campus Leaders*

### Campus Leadership Program



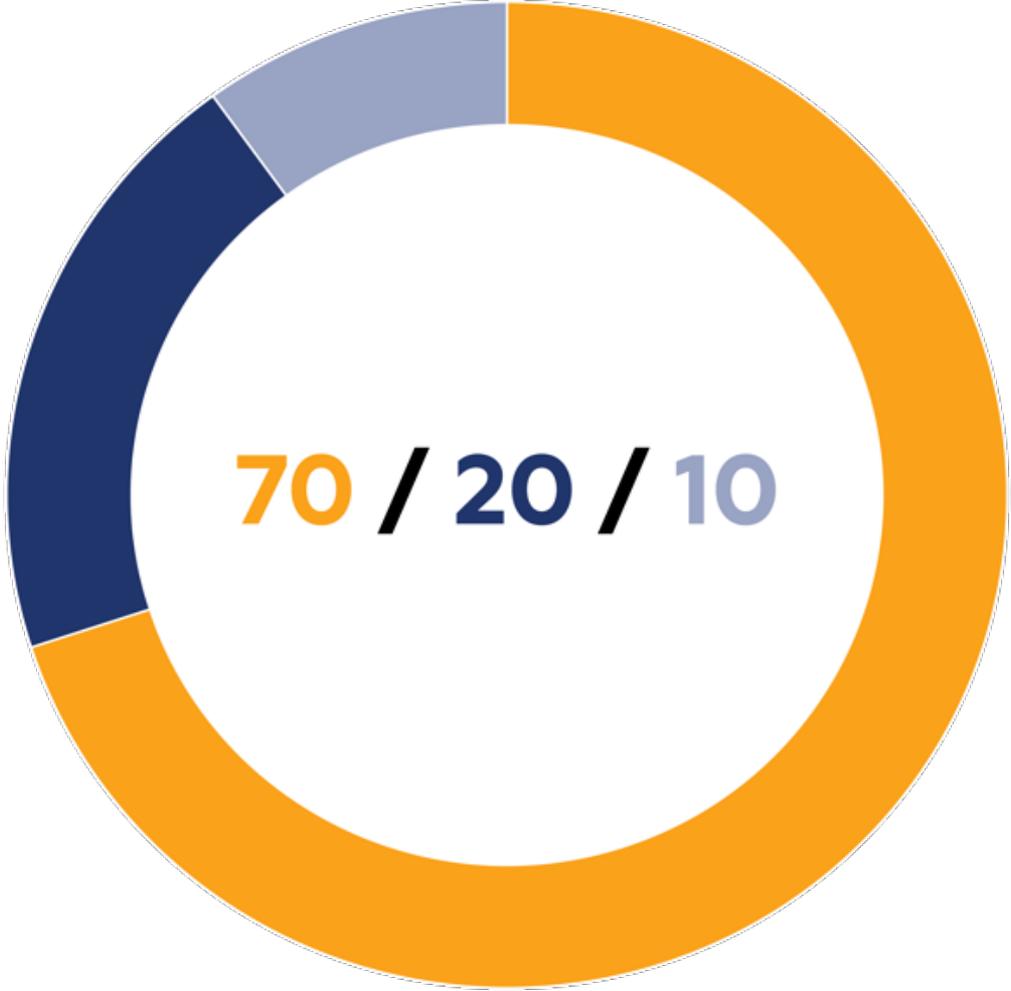
### Executive Coaching



### Problem of Practice

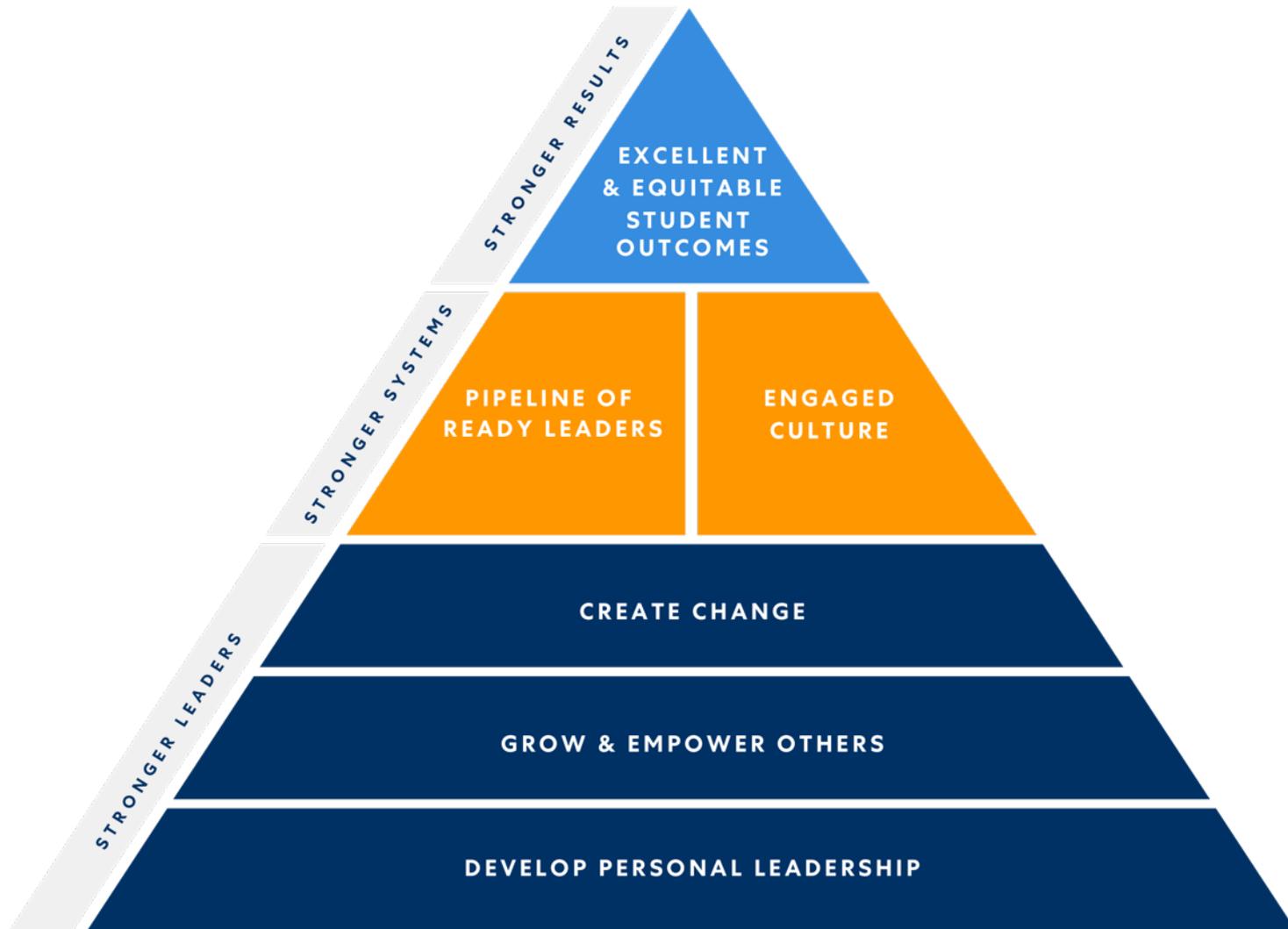


# Our Approach



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# Our Approach



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# Our approach to district selection

**Ready**

**Willing**

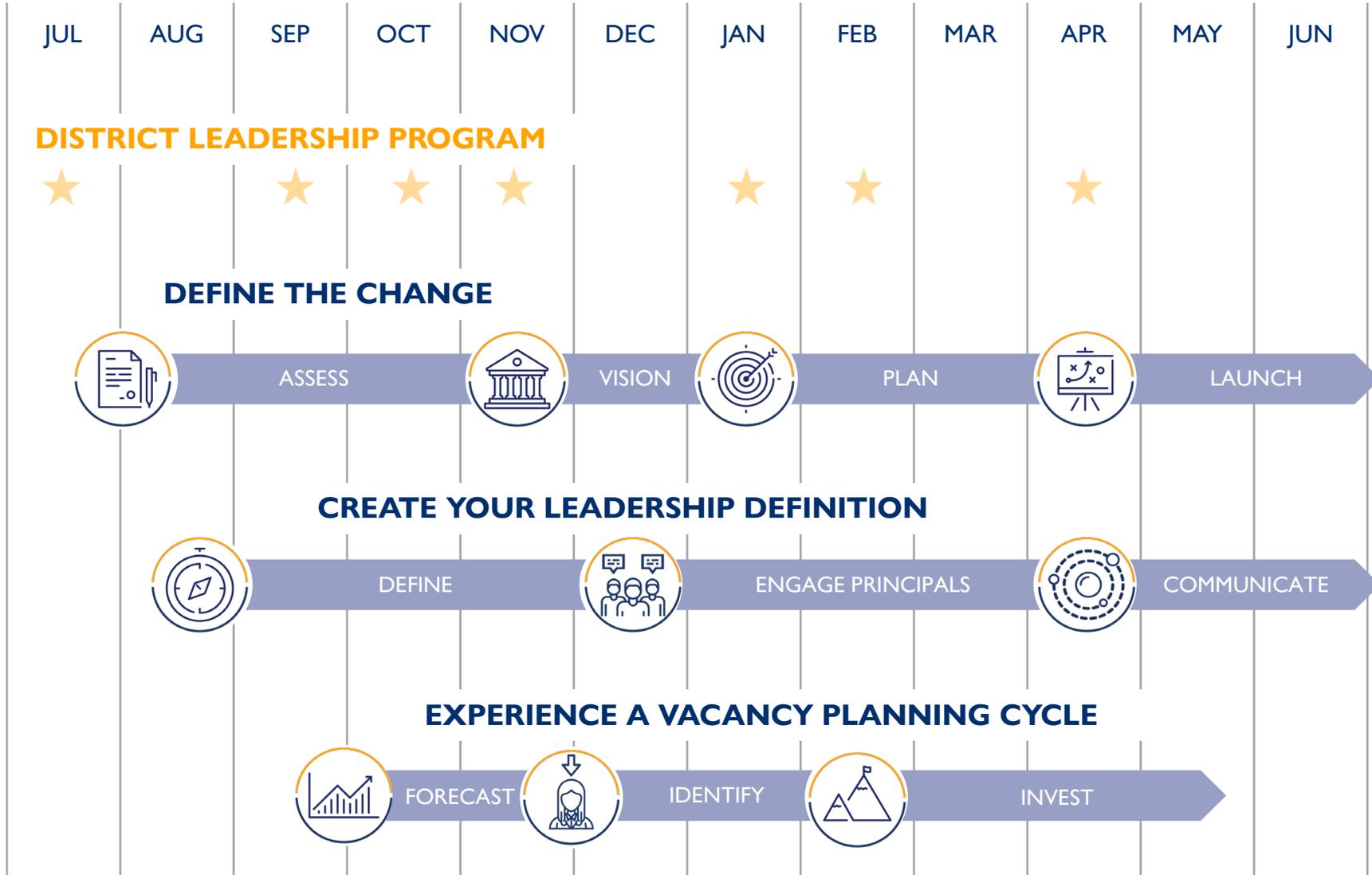
**Able**

*Draft*

# Year One of the Partnership

# Year 1 of our partnership | A Roadmap

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Ultimately, our work is guided by a core belief

One size fits **one**.

*Draft*

**Thank you for your time!**



**Garland Independent School District  
Board of Trustees**

<b>Date of Meeting:</b>	July 27, 2021
<b>Agenda Item:</b>	Introduction of District Administrators
<b>Agenda Section:</b>	Information Item
<b>Administrator Responsible:</b>	Dr. Gradyne E. Brown Assistant Superintendent, Human Resources

**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.

Executive Director of Leadership—Cheryl Alexander  
Principal, Ethridge Elementary School—Cyndi Ortiz  
Principal, Handley Elementary School—Sharonda Brown

**Administrative Recommendations:**

Provided for your information.



## Garland Independent School District Board of Trustees

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

### **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).

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### **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.

# July 26, 2021 - August 1, 2021

July 2021							August 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	1	2	3	4	5	6	7
4	5	6	7	8	9	10	8	9	10	11	12	13	14
11	12	13	14	15	16	17	15	16	17	18	19	20	21
18	19	20	21	22	23	24	22	23	24	25	26	27	28
25	26	27	28	29	30	31	29	30	31				

## Monday, July 26

## Tuesday, July 27

5:00pm - 7:00pm Board Meeting (Board Room) - Mechelle Hogan ↻

## Wednesday, July 28

12:00am Mechelle Out of the Office →

## Thursday, July 29

← Mechelle Out of the Office →

11:30am - 1:00pm Copy: SRO Luncheon (Granville Arts Center - The Atrium, 300 N 5th Street, Garland, 75040) - Alice Jordan

## Friday, July 30

← Mechelle Out of the Office →

## Saturday, July 31

← 12:00am Mechelle Out of the Office →

## Sunday, August 1

# August 2, 2021 - August 8, 2021

August 2021

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
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29	30	31				

September 2021

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12	13	14	15	16	17	18
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26	27	28	29	30		

<p><b>Monday, August 2</b></p>	<p><b>Tuesday, August 3</b></p>
<p><b>Wednesday, August 4</b></p>	<p><b>Thursday, August 5</b></p>
<p><b>Friday, August 6</b></p>	<p><b>Saturday, August 7</b></p> <hr/> <p><b>Sunday, August 8</b></p>

# August 9, 2021 - August 15, 2021

August 2021

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
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September 2021

Su	Mo	Tu	We	Th	Fr	Sa
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12	13	14	15	16	17	18
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26	27	28	29	30		

**Monday, August 9**

**Tuesday, August 10**

- 3:00pm - 3:50pm Facilities Committee Meeting** (Board Room ) - Mechelle Hogan 
- 4:00pm - 5:50pm Finance and Audit Committee Meeting** (Board Room) - Mechelle Hogan 
- 6:00pm - 7:50pm District Affairs Committee Meeting** (Board Room) 

**Wednesday, August 11**

**Thursday, August 12**

**Friday, August 13**

**Saturday, August 14**

**Sunday, August 15**

# August 16, 2021 - August 22, 2021

August 2021

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021

Su	Mo	Tu	We	Th	Fr	Sa
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

**Monday, August 16**

**Tuesday, August 17**

**Wednesday, August 18**

**Thursday, August 19**

**Friday, August 20**

**Saturday, August 21**

**Sunday, August 22**

# August 23, 2021 - August 29, 2021

August 2021

Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021

Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

**Monday, August 23**

**Tuesday, August 24**

5:00pm - 7:00pm Board Meeting (Board Room) - Mechelle Hogan 

**Wednesday, August 25**

**Thursday, August 26**

**Friday, August 27**

**Saturday, August 28**

**Sunday, August 29**



## Garland Independent School District Board of Trustees

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

### **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).

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### **OBJECTIVE G: POSTSECONDARY READINESS (AP Exams)**

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### **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**

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**Superintendent Goal #4 – Educational Leadership**

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**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:**

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

<b>Date of Meeting:</b>	July 27, 2021
<b>Agenda Item:</b>	Future Agenda Items
<b>Agenda Section:</b>	Discussion Item
<b>Administrator Responsible:</b>	Dr. Ricardo López Superintendent
<b>Board Goal Objective:</b>	

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### **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 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:** July 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

Name	Exp	College	Degree	Job Title	School/Dept.	Effective Date
Balk, Michael	14	Iowa State Univ.	BS	Supervisor	Student Nutrition Service	7/1/2021
Barton, Katelyn	3	Stephen F. Austin State Univ.	BS	Teacher - 3rd Grade	Bradfield Elem.	7/26/2021
Barrett, Jennifer	1	Sam Houston Univ.	BFA	Nurse	Hillside Academy	7/26/2021
Belanger, Sarah	9	Southwestern Oklahoma State Univ. southwestern Oklahoma State Univ.	MEd BS	Teacher - 5th Grade	Stephens Elem.	7/26/2021
Bogdovitz, Mary	17	Lamar Univ. Marquette Univ. (WI)	MEd BA	Teacher - Dyslexia	Special Ed.	7/26/2021
Bocanegra Prieto, Iris	8	TWU	BBA	Teacher - Intervention	Bradfield Elem.	7/26/2021
Breckner, Heather	5	A&M - Commerce A&M - Commerce	MEd BS	Teacher - Primary	Herfurth Elem.	7/26/2021
Brock, Shelley	10	Univ. of Central Ok	BS	Teacher - KN	Bullock Elem.	7/26/2021
Brown, Joshua	0	UT - Arlington	BS	Teacher - Physical Ed.	Bradfield Elem.	7/26/2021
Brown Maeso, Edda	19	Univ. Metropolitana (PR) Univ. Del Este (PR)	MEd BA	Teacher - PK Bilingual	Parsons PK	7/26/2021
Bui, Michelle	0	UT - Arlington	BA	Teacher - 3rd Grade	Ethridge Elem.	7/26/2021
Butt, Iqra	1	UT - Dallas	BS	Teacher - 1st Grade	Sewell Elem.	7/26/2021
Chapa Jr., Gerald	9	Southwestern Univ.	BA	Teacher - Art	Hudson M.S.	7/26/2021
Culley, Loralie	4	Liberty Univ. (VA)	BS	Teacher - PK ESL	Luna Elem.	7/26/2021
Davis, William	15	UT - Dallas	BS	Teacher - Science	Rowlett H.S.	7/19/2021
Diamond, Joshua	9	UNT UNT UNT	MEd MBA BS	Teacher - 3rd Grade	Golden Meadows	7/26/2021

PERSONNEL ADMINISTRATION  
RECOMMENDED PROFESSIONAL PERSONNEL

Finn, Allyson	0	UNT	BS	Teacher - 5th Grade	Roach Elem.	7/26/2021
Ganguly, Deepa	10	UNT	MA	Teacher - Tech. Ed.	O'Banion M.S.	7/26/2021
		National Institute of Fashion Design (India)	BA			
(Finish Year Only during 2020-2021, returning for 2021-2022)						
Garrett, Michael	13	UTD	BA	Teacher - Special Ed.	Caldwell Elem.	7/26/2021
(Finish Year Only during 2020-2021, returning for 2021-2022)						
Holland, Kethy	3	Brigham Young Univ. (ID)	BS	Teacher - KN Bilingual	Toler Elem.	7/26/2021
Honza, Sarah	0	TWU	BS	Teacher - 1st Grade	Beaver MST	7/26/2021
Hosby, Devyn	1	Univ. of Louisiana	BS	Teacher - ESL Newcomer	Naaman Forest H.S.	7/26/2021
Jackson, Lindsey	11	Univ. of Arkansas	BS	Nurse	Rowlett H.S.	7/26/2021
Johnson, Christopher	16	A&M - Commerce	MS	Counselor	North Garland H.S.	7/19/2021
		UNT	BA			
Leal Morales, Leticia	1	UNT	BBA	Teacher - PK	Cisneros PK	7/26/2021
Lopez, Lorraine	9	Dallas Baptist Univ.	BS	Teacher - 5th Grade	Cooper Elem.	7/26/2021
Lopez, Yolanda	6	UTA	MEd	Teacher - 1st Grade Bilingual	Bullock Elem.	7/26/2021
		UNT	BA			
Mariscal, Ana	5	UT - Arlington	BA	Teacher - Science	Naaman Forest H.S.	7/26/2021
(Finish Year Only during 2020-2021, returning for 2021-2022)						
Martin, Shanice	0	TX Tech Univ.	BBA	Teacher - Math	North Garland H.S.	7/26/2021
McCormick, Jennifer	14	UT - Dallas	BA	Teacher - Special Ed.	Sellers M.S.	7/26/2021
Merriweather, Regina	13	Univ. of Central Arkansas	MA	Teacher - 3rd Grade	Ethridge Elem.	7/26/2021
		Univ. of Arkansas	BS			
Mitchell, Savannah	0	UNT	BS	Teacher - 2nd Grade	Cooper Elem.	7/26/2021

PERSONNEL ADMINISTRATION  
RECOMMENDED PROFESSIONAL PERSONNEL

Newman, Khorla	4	Univ. of Alabama @ Birmingham	BA	Teacher - PE Health	Naaman Forest H.S.	7/26/2021
O'Neil, Seth	1	SMU	BM	Teacher - Music	Liberty Grove Elem.	7/26/2021
(Finish Year Only during 2020-2021, returning for 2021-2022)						
Owen, Rachel	0	Univ. of Mary Hardin Baylor	BA	Teacher - 2nd Grade	Kimberlin Academy	7/26/2021
Ramon, Marissa	1	TX State Univ.	BS	Teacher - 5th Grade	Caldwell Elem.	7/26/2021
Rodriguez, Natalie	0	UNT	BS	Teacher - 3rd Grade Bilingual	Williams Elem.	7/26/2021
Ryberg, Lynnae	0	Minnesota State Univ.	BS	Teacher - 3rd Grade	Roach Elem.	7/26/2021
Sanchez, Sergio	0	UT - Dallas	BA	Teacher - 4th Grade Bilingual	CC @ Vial	7/26/2021
Sanderson, Michael	13	UT - Arlington	MS	Teacher - Science	CC @ Brandenburg	7/26/2021
		LeTourneau Univ.	BBA			
(Finish Year Only during 2020-2021, returning for 2021-2022)						
Sears, Lori	14	Walden Univ.	MS	Safety & Training Manager	Transportation	6/29/2021
		Western IL Univ.	BS			
Simpson, Dylan	2	TWU	BS	Teacher - 1st Grade	Toler Elem.	7/26/2021
(Finish Year Only during 2020-2021, returning for 2021-2022)						
Snyder, Jessica	2	UNT	BS	Teacher - 1st Grade	Lister Elem.	7/26/2021
Sparkman, Shawn	2	TX Tech Univ.	BS	Teacher - Science	CC @ Brandenburg	7/26/2021
Straka, Elliot	1	UNT	BS	Teacher - Social Studies	Naaman Forest H.S.	7/19/2021
Tapia, Katherine	6	UT - Pan American	BS	Teacher - 1st Grade	Williams Elem.	7/26/2021
Teal, Nicole	0	A&M - Commerce	BS	Teacher - 5th Grade	Kimberlin Academy	7/26/2021
Todd, Latrice	8	Dallas Baptist Univ.	MEd	Counselor	Montclair Elem.	7/26/2021
		UNT	BA			
Tucker, Garrett	3	UNT	BM	Teacher - Assistant Band Director	Sachse H. S.	7/19/2021

PERSONNEL ADMINISTRATION  
RECOMMENDED PROFESSIONAL PERSONNEL

Walker-Bagley, Asia	0	UT - Dallas	BA	Teacher - KN	Pearson Elem.	7/26/2021
Wheeler, LaToya	2	A&M - Commerce	BS	Teacher - Special Ed.	Sewell Elem.	7/26/2021
(Finish Year Only during 2020-2021, returning for 2021-2022)						
Wilson, Abigail	1	A&M - College Station	BS	Nurse	Hickman Elem.	7/26/2021
Wisdom, Bruana	2	Baylor Univ.	BA	Teacher - Science	Naaman Forest H.S.>	7/26/2021
Wyatt, Lisset	11	Amberton Univ.	MA	Teacher - PK Bilingual	Cisneros PK	7/26/2021
		UT - Arlington	BA			
Zurita, Karen	0	A&M - Commerce	BS	Teacher - PK	Cisneros PK	7/26/2021
(Finish Year Only during 2020-2021, returning for 2021-2022)						
<b>Administrative New Hires</b>						
<b>Name</b>	<b>Exp</b>	<b>College</b>	<b>Degree</b>	<b>Job Title</b>	<b>School/Dept.</b>	<b>Effective Date</b>
Clayton, Tyra	18	Univ. of Mississippi	MS	Assistant Principal	Sachse H. School	7/12/2021
		Univ. of Arkansas	BS			
Hill, Jessica	17	A&M - Corpus Christi	MS	Assistant Principal	South Garland H.S.	7/12/2021
		A&M - Commerce	BS			
Morrison, Rani	12	A&M - Commerce	MEd	Assistant Principal	Ethridge Elem.	7/19/2021
		A&M - Commerce	BS			
Murdoch, Mary Elizabeth	10	UNT	MEd	Assistant Principal	Kimberlin Academy	7/19/2021
Toribio Lopez, Leila	14	Univ. of Massachusetts	MEd	Assistant Principal	Club Hill Elem.	7/19/2021
		Univ. of Massachusetts	BA			

PERSONNEL ADMINISTRATION  
RECOMMENDED PROFESSIONAL PERSONNEL

<b>Administrative Appointments/Transfers</b>					
<b>Name</b>	<b>Current Position</b>	<b>Recommended Position</b>			<b>Effective Date</b>
Arias, Ashley	Teacher	Assistant Principal	Shorehaven Elem.		7/1/2021
Gonzalez, Anel	Certification Specialist I - Human Resources	Manager Certification	Human Resources		7/1/2021
Hicks, Christa	Instructional Coach - Handley Elem.	Assistant Principal	Handley Elem.		7/1/2021
Murphy, Kimberly	Early Literacy Support Teacher	Assistant Principal	Toler Elem.		7/1/2021
Piland, Kathrine	Intermediate Support Teacher - Intervention Dept.	Assistant Principal	Daugherty Elem.		7/19/2021
Rivera Espinosa, Danitza	Teacher - Itinerant Bilingual IDEA B -Special Ed.	Assistant Principal	Roach Elem.		7/1/2021
Stinnette, Lataisha	Intermediate Support Teacher - Intervention	Assistant Principal	Steadham Elem.		7/1/2021

PERSONNEL ADMINISTRATION  
RECOMMENDED TERMINATIONS, RESIGNATIONS AND RETIREMENTS

<b>Name</b>	<b>Job Title</b>	<b>School/Dept.</b>	<b>Experience</b>	<b>Reasons</b>	<b>Effective Date</b>
Adams, Alexander J.	Teach/Social Studies/Coach	Garland H.S.	8 years/5 with GISD	Resignation/ Other TX School	6/11/2021
Alferez, Gloria I.	Teach/Science	South Garland H.S.	6 years with GISD	Resignation/ Relocation	6/9/2021
Allen, Jessica L.	Teach/KN	Liberty Grove Elem.	19 years/18 with GISD	Resignation/ Other TX School	6/9/2021
Ames, Lacey E.	Teach/Montessori Lower	Luna Elem.	6 years/2 with GISD	Resignation/ Other	6/9/2021
Anderson, Christopher R.	Teach/PE/Coach	Garland H.S.	13 years/7 with GISD	Resignation/ Other TX School	6/11/2021
Archie, Tameka D.	Teach/Math	Lyles M.S.	9 years with GISD	Resignation/ Career Change	6/9/2021
Augston, Francois O.	Teach/Web Mastering Coach	Lakeview Cent. H.S.	17 years/14 with GISD	Resignation/ Personal	6/10/2021
Barnett-Fields, Melissa Y.	Counselor	Rowlett H.S.	20 years/14 with GISD	Resignation/ Other TX School	7/23/2021
Baty, Mark D.	Teach/Math	South Garland H.S.	21 years/17 with GISD	Retirement	6/9/2021
Bean, Richard R.	Lead Field Service Technician	Planning, Implementation & Support	30 years with GISD	Retirement	7/30/2021
Boydston, Deeann J.	Teach/4th Grade	Toler Elem.	18 years/1 with GISD	Resignation/ Health Reasons	6/9/2021
Bridge, Jordyn E.	Teach/Art	Sam Houston M.S.	1 year with GISD	Resignation/ Personal	6/9/2021
Burscough, Alyssa C.	Teach/Choir	Jackson T.C.	4 years with GISD	Resignation/ Career Change	6/11/2021
Carson, Chanita L.	Teach/PE	Kimberlin Academy	9 years/6 with GISD	Resignation/ Career Change	6/9/2021
Cledera, Jermaine K.	Teach/Math	Hudson M.S.	7 years/3 with GISD	Resignation/ Moving Out of State	6/9/2021
Croy, Crystal L.	Teach/Dyslexia	Special Education	10 years/1 with GISD	Resignation/ Other TX School	6/9/2021
Cundiff, Allycia M.	Nurse	Lister Elem.	1 year with GISD	Resignation/ Personal	6/9/2021
Davis-Rowel, Davina G.	Counselor	Liberty Grove Elem.	23 years/3 with GISD	Resignation/	6/11/2021
Edney, Kristyn K.	Director of College Career Readiness & Success	Office of Innovation	27 years/20 with GISD	Resignation/ Other TX School	6/30/2021
Edwards, Tatia L.	Teach/KN	Davis Elem.	6 years with GISD	Resignation/ Other TX School	6/9/2021
Erby, Kendall A.	Teach/Special Ed. ABC	Beaver T.C.	2 years with GISD	Resignation/ Relocation	6/9/2021

PERSONNEL ADMINISTRATION  
RECOMMENDED TERMINATIONS, RESIGNATIONS AND RETIREMENTS

Escamilla Torres, Jazmin N.	Teach/ 5th Grade Bilingual	Spring Creek Elem.	1 year with GISD	Resignation/ Personal	6/9/2021
Espinosa, Guadalupe V.	Teach/2nd Grade Bilingual	Carver Elem.	1 year with GISD	Resignation/ Other	6/9/2021
Ferguson, Brandy M.	Teach/Social Studies	Hudson M.S.	20 years/15 with GISD	Resignation/ Other TX School	6/9/2021
Foster, Jordan A.	Teach/Social Studies/Coach	South Garland H.S.	5 years/1 with GISD	Resignation/ Other TX School	6/11/2021
Franks, Nicole A.	Teach/1st Grade	Abbett Elem.	7 years/5 with GISD	Resignation/ Relocation	6/9/2021
Gaines, Nicholas M.	Behavior Intervention Specialist Title I	Rowlett H.S.	3 years/2 with GISD	Resignation/ Other	6/9/2021
Goodwin, Irisionette C.	Asst. Principal	Watson T.C.	27 years/21 with GISD	Resignation/ Health Reasons	7/20/2021
Hardy, Ngina A.	Counselor	Couch Elem.	19 years/6 with GISD	Resignation/ Other TX School	6/11/2021
Harvey, Audra E.	Teach/5th Grade	Dorsey Elem.	1 year with GISD	Resignation/ Personal	6/9/2021
Havens, Chelsea A.	Teach/Special Ed. Resource	Lyles M.S.	6 years with GISD	Resignation/ Other TX School	6/9/2021
Hayes, Gusbot A.	Teach/Art	Armstrong Elem.	1 year with GISD	Resignation/ Personal	6/9/2021
Hernandez, Joanna E.	Teach/KN Dual Language	CC @ Vial	1 year with GISD	Resignation/ Other	6/9/2021
Hess, Carolyn T.	Teach/Science	Lakeview Cent. H.S.	24 years/10 with GISD	Resignation/ Moving Out of State	6/9/2021
Hickey, Ashley R.	Facilitator Instructional Design Math	Teaching and Learning Dev.	12 years/10 with GISD	Resignation/ Career Change	6/23/2021
Hiebert, Philip Joshua	Teach/Math	O'Banion M.S.	2 years with GISD	Resignation/ Career Change	6/9/2021
Hollins-Hawkins, Shanara L.	Teach/Dyslexia	Special Education	11 years/1 with GISD	Resignation/ End of Assignment	6/9/2021
Howard, Shearese E.	Teach/PreK Special Ed. ECSE	Cisneros PreK	1 year with GISD	Resignation/ Other	6/9/2021
Huda, Parvin	Teach/1st Grade	Southgate Elem.	4 years with GISD	Resignation/ Personal	6/9/2021
Intriago, Monica J.	Teach/Kindergarten Bilingual	Southgate Elem.	6 years/4 with GISD	Resignation/ Other TX School	6/9/2021
Jordan, Tia M.	Teach/PE/Coach	Naaman Forest H.S.	15 years/4 with GISD	Resignation/ Professional Dev.	6/11/2021
Kennedy, Todd B.	Teach/Science	South Garland H.S.	4 years/3 with GISD	Resignation/ Career Change	6/9/2021
Lee, Mark P.	Teach/English	Lakeview Cent. H.S.	12 years/10 with GISD	Deceased	6/20/2021

PERSONNEL ADMINISTRATION  
RECOMMENDED TERMINATIONS, RESIGNATIONS AND RETIREMENTS

Lindeman, Michael D.	Teach/Math	Bussey M.S.	13 years/1 with GISD	Resignation/ Relocation	6/9/2021
Maese, Mariel	Teach/Math	South Garland H.S.	4 years/3 with GISD	Resignation/ Personal	6/9/2021
Mahoney, Beverly L.	Teach/Science	Sachse H.S.	18 years/11 with GISD	Resignation/ Other TX School	6/9/2021
Mark, Ilyssa A.	Teach/Special Ed. ABC	Daugherty Elem.	1 year with GISD	Resignation/ Other	6/9/2021
Marra, Chad A.	Teach/Social Studies/Coach	Bussey M.S.	8 years with GISD	Resignation/ Other TX School	6/10/2021
Marshall, Daniel C.	Teach/Social Studies/Coach	South Garland H.S.	19 years/2 with GISD	Resignation/ Other TX School	6/11/2021
Martinez, Jonathan	Teach/Asst. Band	CC @ Brandenburg	9 years/2 with GISD	Resignation/ Career Change	6/17/2021
Matias-Biehle, Luz M.	Asst. Principal	Daugherty Elem.	17 years with GISD	Resignation/ Relocation	6/22/2021
Mattoon, Michelle L.	Teach/Art	Carver Elem.	22 years/4 with GISD	Resignation/ Career Change	6/9/2021
McCommas, Catherine M.	Teach/1st Grade	Sewell Elem.	5 years/4 with GISD	Resignation/ Other TX School	6/9/2021
McCullar, Jarrod L.	Teach/Science	Coyle M.S.	6 years/4 with GISD	Resignation/ Relocation	6/9/2021
McCullar, Leticia C.	Teach/Reading	Coyle M.S.	6 years/2 with GISD	Resignation/ Relocation	6/9/2021
McDonald, Mary K.	Teach/Dyslexia	Special Education	34 years/2 with GISD	Resignation/ Other TX School	6/9/2021
Menezes, Martha T.	Teach/KN Bilingual	Centerville Elem.	1 year with GISD	Resignation/ Other TX School	6/9/2021
Mitchell, Teresa M.	Teach/KN	Armstrong Elem.	28 years/19 with GISD	Retirement	6/9/2021
Najera, Cindy D.	Teach/Cosmetology	South Garland H.S.	10 years/8 with GISD	Resignation/ Other TX School	6/15/2021
Nguyen, Phuong N.	Teach/Vietnamese Dual Language PreK	Hickman Elem.	4 years with GISD	Resignation/ Health Reasons	6/9/2021
Nuno, Diana	Teach/Dual Language 3rd Grade	CC @ Vial	6 years with GISD	Resignation/ Personal	6/9/2021
Odom, Kimberly R.	Teach/KN	Williams Elem.	29 years/26 with GISD	Retirement	6/9/2021
Oliver, Megan C.	Teach/KN	Cooper Elem.	13 years/1 with GISD	Resignation/ Other TX School	6/9/2021
Owens-Jackson, Johanna T.	Teach/Math	Memorial Pathway	11 years/5 with GISD	Resignation/ Other TX School	6/9/2021
Palmer, Jim	Teach/Band	CC @ Brandenburg	24 years/17 with GISD	Resignation/ Other TX School	6/17/2021

PERSONNEL ADMINISTRATION  
RECOMMENDED TERMINATIONS, RESIGNATIONS AND RETIREMENTS

Parks, David	Teach/Science	North Garland H.S.	3 years with GISD	Resignation/ Other TX School	6/9/2021
Paschel, Statia R.	Asst. Principal	Ethridge Elem.	19 years/9 with GISD	Resignation/ Relocation	6/22/2021
Pearce, Carly L.	Teach/Social Studies	Sellers M.S.	5 years with GISD	Resignation/ Other	6/9/2021
Pineda, Jesus	Teach/Music Teacher	Abbett Elem.	6 years/3 with GISD	Resignation/ Relocation	6/9/2021
Quach, Robert S.	Asst. Principal	Sachse H.S.	15 years with GISD	Resignation/ Other TX School	6/30/2021
Rahmetulla, Samira	Teach/Special Ed. ALE	Hickman Elem.	5 years/2 with GISD	Resignation/ Professional Development	6/9/2021
Redrick, Joseph S.	Teach/Special Ed. BA	Pathfinder Ach. Ctr.	8 years/5 with GISD	Resignation/ Other TX School	6/9/2021
Reeves, Shannon K.	Teach/Reading	Hudson M.S.	17 years/16 with GISD	Resignation/ Other TX School	6/9/2021
Riggle, Scott P.W.	Teach/Latin	CC @ Brandenburg	7 years with GISD	Resignation/ Other TX School	6/9/2021
Riley, Timothy	Teach/Computer Explorations	Webb M.S.	15 years/3 with GISD	Resignation/ Other TX School	6/9/2021
Rios-Gonzalez, Thelma B.	Administrator	Human Resources	29 years/8 with GISD	Retirement	9/30/2021
Robertson, Melissa D.	Executive Director	Special Education	19 years/1 with GISD	Resignation/ Moving Out of State	7/12/2021
Robinson, Melvin J.	Teach/Health & PE	Garland H.S.	33 years/32 with GISD	Resignation/ Other TX School	6/11/2021
Rodgers, Latoya D.	Teach/Math	Lyles M.S.	8 years/2 with GISD	Resignation/ Other TX School	6/9/2021
Rodriguez, Rodolfo	Coordinator	Special Education	16 years/1 with GISD	Resignation/ Other TX School	7/30/2021
Saldivar, Jennifer E.	Teach/Dyslexia	Special Education	18 years/10 with GISD	Resignation/ Relocation	6/9/2021
Saldivar, Zaida	Director	English Language Learners	24 years/10 with GISD	Resignation/ Other TX School	7/23/2021
Sams, Rebekah R.	Teach/504 Testing Advisor	Sachse H.S.	19 years/4 with GISD	Resignation/ Other TX School	6/9/2021
Sanchez, Amber M.	Facilitator Instructional Design Math	Teaching & Learning Dev.	7 years/5 with GISD	Resignation/ Other TX School	7/30/2021
Sanders, William (David)	Coordinator	Visual & Performing Arts	16 years with GISD	Resignation/ Other	6/30/2021
Sandoval, Denise M.	Teach/3rd Grade	Carver Elem.	7 years with GISD	Resignation/ Other	6/9/2021
Sarinana, Daisy	Teach/PreK ESL Bilingual	Northlake Elem.	7 years with GISD	Resignation/ Personal	6/9/2021

PERSONNEL ADMINISTRATION  
RECOMMENDED TERMINATIONS, RESIGNATIONS AND RETIREMENTS

Saunders, Whitney D.	Licensed Specialist in School Psychology	Special Education	10 years/8 with GISD	Resignation/ Other TX School	6/21/2021
Schoenekase, Debra J.	Teach/English	AEC	9 years/1 with GISD	Resignation/ Career Change	6/9/2021
Senak, Sonda L.	School Nurse	Cooper Elem.	2 years with GISD	Resignation/ Health Reasons	6/9/2021
Senters-Muiruri, Ethel R.	Teach/Reading	Austin Academy	13 years/2 with GISD	Resignation/ Relocation	6/9/2021
Sheldon, Rita L.	Teach/5th Grade	Steadham Elem.	1 year with GISD	Resignation/ End of Assignment	6/9/2021
Singleton, Eshombi	Teach/PE/Coach	Coyle M.S.	10 years/4 with GISD	Resignation/ Personal	6/10/2021
Snyder, Larry D.	Teach/Science	Rowlett H.S.	28 years/26 with GISD	Resignation/ Personal	6/9/2021
Spears, Andrew A.	Teach/Math/Coach	South Garland H.S.	7 years with GISD	Resignation/ Other TX School	6/11/2021
Stokes, Caylee C.	Teach/Special Ed. ALE	Garland H.S.	2 years with GISD	Resignation/ Relocation	6/9/2021
Stone, Amanda N.	Teach/ESL	Jackson T.C.	10 years with GISD	Resignation/ Health Reasons	6/9/2021
Strickland, Kerresha A.	Principal	Toler Elem.	14 years/3 with GISD	Resignation/ Personal	6/25/2021
Taylor, Gregory B.	Teach/Band	Naaman Forest H.S.	15 years/11 with GISD	Resignation/ Other TX School	6/11/2021
Temesvary, Jennifer N.	Instructional Coach 1:1	Sachse H.S.	12 years with GISD	Resignation/ Career Change	6/16/2021
Thomas Watson, Emily R.	Responsive Services Counselor	Guidance and Counseling	10 years/2 with GISD	Resignation/ Personal	6/15/2021
Torres, Brian C.	Teach/Science	Rowlett H.S.	16 years/8 with GISD	Resignation/ Other TX School	6/9/2021
Trotter, Karina A.	Asst. Director	Student Services	17 years with GISD	Resignation/ Other TX School	7/16/2021
Vargas-Hall, Xavier A.	Teach/Science	Bussey M.S.	6 years with GISD	Resignation/ Career Change	6/9/2021
Washington, Mikevia L.	Instructional Coach Title I	Webb M.S.	8 years/2 with GISD	Resignation/ Personal	6/30/2021
Washington-Williams, Sandra K.	Teach/2nd Grade	Club Hill Elem.	40 years/4 with GISD	Resignation/ Relocation	6/9/2021
Whatley, Christine E.	Teach/Social Studies	South Garland H.S.	11 years/2 with GISD	Resignation/ Relocation	6/9/2021
Widener, Rebecca F.	Teach/Intermediate Support	Intervention	17 years/8 with GISD	Resignation/ Other TX School	6/18/2021
Williams, Nicole V.	Teach/Art	Hickman Elem.	5 years with GISD	Resignation/ Relocation	6/9/2021

PERSONNEL ADMINISTRATION  
RECOMMENDED TERMINATIONS, RESIGNATIONS AND RETIREMENTS

Wilson, Katrina R.	Teach/2nd Grade	Steadham Elem.	18 years/3 with GISD	Resignation/ Other TX School	6/9/2021
Zimmer, Laura E.	Counselor Facilitator	Guidance and Counseling	18 years/3 with GISD	Resignation/ Other TX School	6/18/2021
<b>Professional Resignation/Retirements:</b>		<b>Approved to Date:</b>	<b>686</b>		
		<b>Current:</b>	<b>102</b>		
<b>B. Support Personnel</b>					
<u>Name</u>	<u>Job Title</u>	<u>School/Dept.</u>	<u>Experience</u>	<u>Reasons</u>	
Platt, Kimberly A.	ABC Aide	Coyle M.S.	30 years with GISD	Retirement	6/9/2021
Rawlins, Patricia A.	Data Clerk	Daugherty Elem.	31 years with GISD	Retirement	6/9/2021
<b>Paraprofessional Resignation/Retirements:</b>		<b>Approved to Date:</b>	<b>17</b>		
		<b>Current:</b>	<b>2</b>		
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:** July 27, 2021

**Agenda Item:** Consider Approval of Digital Marquee at South Garland High School

**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:**

As part of rebranding efforts existing pole-mounted sign to be replaced with monument digital marquee, it is staff's recommendation for a digital marquee at South Garland High School.

The estimated total amount of the project is not to exceed \$111,244. Potential funding is indicated below.

**2014 Bond Authorization Fund (681)**

This agenda item was presented to the Facilities Committee and Finance Committee for review on July 20, 2021.

**Administrative Recommendations:**

Provided for your consideration.



**Garland Independent School District  
Board of Trustees**

**Date of Meeting:** July 27, 2021

**Agenda Item:** Consider Approval of Stage Lift at Hillside Academy for Excellence

**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:**

To provide an accessible route to the stage, it is staff's recommendation for a stage lift at Hillside Academy for Excellence.

The estimated total amount of the project is not to exceed \$97,017. Potential funding is indicated below.

**Education Stabilization Fund (651)**

This agenda item was presented to the Facilities Committee and Finance Committee for review on July 20, 2021.

**Administrative Recommendations:**

Provided for consideration.



125 Hillside Academy for Excellence		2021
Stage Lift		
Description		Budget Estimate
<b>Construction</b>		
Stage Lift Construction		\$ 79,929
Permit	2.0%	\$ 1,599
<b>Total Construction</b>		\$ 81,528
Construction Contingency	5.0%	\$ 3,996
<b>Total Construction and Contingency</b>		<b>\$ 85,524</b>
<b>Design</b>		
Architect and Engineering Fee		\$ 7,993
Reimbursable		\$ 2,500
Additional Services (RAS Consulting)		\$ 1,000
<b>Total Design</b>		<b>\$ 11,493</b>
<b>TOTAL</b>		<b>\$ 97,017</b>



## Hillside Academy for Excellence LULA Elevator Lift at Stage Project Cost Worksheet

<b>Total Construction Cost</b>	<b>\$79,929</b>
Construction Non-Contract Cost:	\$3,996
Furniture & Equipment:	\$0
Technology:	\$0
A & E Fee:	\$7,993
<b>Total Project Cost 2021Dollars</b>	<b>\$91,918</b>

***The following items are included in the estimated Project Cost:***

• New Lula Lift material and install	\$65,000
• New solid core door, metal frame and hardware and install	\$3,000
• Stage framing modifications	\$2,500
• Miscellaneous electrical - Power to lift and relocate outlets/data	\$1,500
• Miscellaneous mechanical - relocate supply air grill	\$1,000
• Miscellaneous mechanical - fire sprinkler line to remain	\$0
• Miscellaneous finishes - Paint and carpet patch at stage	\$1,200
• Miscellaneous minor selective demolition	\$500
• Design and Estimating Contingency	\$5,229

1. Costs shown are estimated cost for 2021 dollars.
2. FF&E, technology and other soft cost percentages are estimated from actual most recently completed projects.
3. Cost shown excludes property purchases and unknown site infrastructure not typical to a typical green field site.



## Garland Independent School District Board of Trustees

**Date of Meeting:** July 27, 2021

**Agenda Item:** Consider Approval of Extension of Employee  
Clinic Lease  
Three (3) Year Extension

**Agenda Section:** Action Item

**Administrator Responsible:** 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:**

With healthcare costs on the rise, the employee clinic offers an affordable and convenient resource to full-time Garland ISD employees and their family by treating minor illness.

The estimated total amount of this lease renewal is not to exceed \$277,956 - a \$2,844 cost savings to the District per year. Potential funding is indicated below.

**General Fund (199)**

This agenda item was submitted to the Finance Committee for review on July 20, 2021.

**Administrative Recommendations:**

Provided for your consideration.

**ADMINISTRATION RECOMMENDATION  
FOR BOARD OF TRUSTEES APPROVAL**

**RECOMMENDATION:**

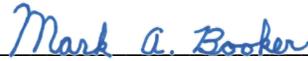
It is the administration's recommendation that the offer(s) for **Extension of Employee Clinic Lease** from the company or companies listed below provides the best value to the Garland Independent School District.

Firewheel Shops, LLC

**NOT TO EXCEED AMOUNT:**

**\$ 277,956**

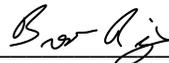
<b>Procurement Method:</b>	
<b>Contract Number:</b>	
<b>Contract Term:</b>	Three (3) year extension
<b>Potential Funding Source:</b>	(199 General Fund)



\_\_\_\_\_  
Mark A. Booker  
Executive Director of Purchasing

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: July 12, 2021

To: Mark Booker, Executive Director of Purchasing

From: Dr. Brent Ringo, Chief Financial Officer

RE: Recommendation to Renew Contract for the Extension of Employee Clinic Lease

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**Action Required**

Renewal

**Material/Service**

Lease renewal – Agreement to Extend Lease #2

**Purpose**

Continue operation of the Garland ISD Employee Clinic for the next three years.

**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.

**Recommended Amount**

\$277,956 - 199 General Fund

**AGREEMENT TO EXTEND LEASE #2**

THIS, AGREEMENT TO EXTEND LEASE, made this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Firewheel Shops LLC, as Landlord, and Garland Independent School District d/b/a Garland ISD, as Tenant.

**WITNESSETH:**

Landlord and Tenant agree that the term of the Standard Commercial Shopping Center Lease dated December 18, 2014, and further amended by the Agreement To Extend Lease dated August 27, 2019, for a portion Firewheel Plaza Shopping Center, containing approximately 2,915 square feet, 3121 N. George Bush Highway, Suite #109 City or Town of Garland, County of Dallas, State of Texas, 75040, is extended for the following additional term (the "Renewal Term"), with all terms and conditions of the Lease to remain in full force and effect except as listed hereafter:

- (1) The Renewal Term shall be for a period of three (3) years and -0- months commencing on the 1<sup>st</sup> day of April, 2022, and terminating on the 31<sup>st</sup> day of March, 2025, if not sooner terminated as provided in the Lease.
- (2) The Minimum Guaranteed Rental for the renewal term shall be:  
\$5,830.00 per month for months 1 through 36, payable in advance, on the first day of each month during the Renewal Term. Tenant shall be liable for the payment of all other Rental specified in the Lease which is in addition to Minimum Guaranteed Rent.
- (3) Additional Minimum Charges are amended as follows, commencing as of the first day of the Renewal Term:
  - (A) Common Area Maintenance: \$ 670.00 per month, payable monthly in advance, to be adjusted as provided in the Lease.
  - (B) Tax Escrow: \$ 1,066.00 per month, payable monthly in advance to be adjusted as provided in the Lease.
  - (C) Insurance Escrow: \$ 155.00 per month, payable monthly in advance to be adjusted as provided in the Lease.
  - (D) Percentage Rental Rate: N/A % of gross sales over the applicable Breakpoint, payable in monthly installments with appropriate adjustment at the end of each lease year.
- (4) Security Deposit: \$ -0- of which amount the sum of \$ -0- is being transferred from the Agreement To Extend Lease dated August 27, 2019.
- (5) Other Charges: N/A

(6) Additional Provisions: Tenant acknowledges that the Renewal Option contained in the Additional Provisions of the Agreement to Extend Lease dated August 27, 2019, is hereby voided with the Execution of this Agreement to Extend Lease #2, and Tenant has no further right to extend the Lease.

(7) Except as hereafter provided, this Agreement modifies and supersedes the Lease. Terms commencing with a capital letter that are not otherwise defined in this Agreement have the same definition as stated in the Lease. Notwithstanding the foregoing, this Agreement shall not be binding on Landlord if, as of the commencement date of the renewal term herein, the Tenant shall be in default under any of the provisions of the Lease.

(8) Substantially induced by Tenant to execute this Agreement based upon the following, Tenant represents and warrants to Landlord that Tenant has no present claims or causes of action against Landlord. Tenant fully waives each and all of such claims and causes of action that have been or could have been asserted prior to the Effective Date, and acknowledges that each of such claims and causes of action are fully released and discharged.

Effective as of the Effective Date in Richardson, Dallas County, Texas.

**LANDLORD:**  
FIREWHEEL SHOPS LLC  
By: Quine & Associates, Inc., Agent

By: \_\_\_\_\_  
Name: Coy Quine  
Title: CEO

**TENANT:**  
GARLAND INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**Garland Independent School District  
Board of Trustees**

**Date of Meeting:** July 27, 2021

**Agenda Item:** Consider Approval of Budget Transfers and Amendments to the 2021-2022 General Fund

**Agenda Section:** Action Item

**Administrator Responsible:** Ms. Brandy Mayo  
Executive Director of Budget

**Board Goal Objective:**

Not applicable.

**Superintendent's Goal:**

**Superintendent Goal #5 – District Management**

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

**Summary/Background Information:**

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

This agenda item was reviewed during the Finance Committee Meeting on July 20, 2021.

**Administrative Recommendations:**

Provided for your consideration.



**BUDGET TRANSFERS AND AMENDMENTS  
FOR THE GENERAL FUND  
FISCAL YEAR 2021-22  
July 27, 2021**

**REVENUES:**

	<b>Original Budget</b>	<b>Revised Budget</b>	<b>Current Transfers Requested</b>	<b>Current Amendments Requested</b>	<b>Proposed Amended Budget</b>
57 Local Revenue	\$220,814,473	\$220,814,473	\$ -	\$ -	\$ 220,814,473
58 State Revenue	283,757,343	283,757,343		1,000,000	284,757,343
59 Federal Revenue	9,000,000	9,000,000		400,000	9,400,000
<b>Total Revenues</b>	<b>\$513,571,816</b>	<b>\$513,571,816</b>	<b>\$ -</b>	<b>\$ 1,400,000</b>	<b>\$ 514,971,816</b>

**EXPENDITURES:**

11 Instruction	\$319,755,544	\$319,755,544	\$ -	\$ 869,000	\$ 320,624,544
12 Instructional Resources and Media Services	7,826,046	7,826,046			7,826,046
13 Curriculum Development and Instructional Staff Development	15,596,228	15,596,228			15,596,228
21 Instructional Leadership	8,470,547	8,470,547			8,470,547
23 School Leadership	33,580,856	33,580,856			33,580,856
31 Guidance, Counseling and Evaluation	26,600,828	26,600,828			26,600,828
32 Social Work Services	491,210	491,210			491,210
33 Health Services	8,417,693	8,417,693			8,417,693
34 Student Transportation	16,234,639	16,234,639			16,234,639
35 Food Service	379,779	379,779			379,779
36 Extracurricular Activities	12,822,417	12,822,417			12,822,417
41 General Administration	18,475,461	18,475,461			18,475,461
51 Facilities Maintenance & Operations	48,599,006	48,599,006			48,599,006
52 Security and Monitoring Services	7,282,629	7,282,629			7,282,629
53 Data Processing Services	15,259,057	15,259,057			15,259,057
61 Community Services	1,792,660	1,792,660			1,792,660
71 Debt Service - Principal on Long-Term Debt	482,517	482,517			482,517
72 Debt Service Interest on Long-Term Debt					-
73 Bond Issuance Cost and Fees					-
81 Facilities Acquisition and Construction					-
95 Juvenile Justice Program	36,000	36,000			36,000
99 Other Intergovernmental Charges	897,947	897,947			897,947
<b>Total Expenditures</b>	<b>\$543,001,064</b>	<b>\$543,001,064</b>	<b>\$ -</b>	<b>\$ 869,000</b>	<b>\$ 543,870,064</b>

**Excess(Deficiency) Revenues Over(Under) Expenditures** \$ (29,429,248) \$ (29,429,248) \$ - \$ 531,000 \$ (28,898,248)

**Other Resources** \$ - \$ - \$ - \$ - \$ -

**Other Financing Sources (Uses)** \$ - \$ - \$ - \$ - \$ -

**Net Change in Fund Balance** \$ (29,429,248) \$ (29,429,248) \$ - \$ 531,000 \$ (28,898,248)



**DETAIL OF BUDGET TRANSFERS AND AMENDMENTS  
FOR THE GENERAL FUND  
FISCAL YEAR 2021-22  
July 27, 2021**

<b>Budget Amendments</b>	<b>Increase</b>	<b>Decrease</b>	<b>Net</b>
58 State Revenue	\$ 1,000,000	\$	1,000,000
59 Federal Revenue	400,000		400,000
<b>Total</b>	<b>\$ 1,400,000</b>	<b>\$ -</b>	<b>\$ 1,400,000</b>

*Frontline Education Tracking & Medicaid for Medicaid billing and increase to state revenue for mileage*

<b>Expenditures</b>			
11 Instruction	\$ 869,000	\$ -	\$ 869,000
<b>Total Expenditures</b>	<b>\$ 869,000</b>	<b>\$ -</b>	<b>\$ 869,000</b>

*Frontline Education Tracking & Medicaid for Medicaid billing and 7 math FTE's including benefits*



## Garland Independent School District Board of Trustees

<b>Date of Meeting:</b>	July 27, 2021
<b>Agenda Item:</b>	Consider Approval of Resolution for NAACP Back-to-School Event at the Homer B Johnson Stadium
<b>Agenda Section:</b>	Information Item
<b>Administrator Responsible:</b>	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.

#### **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 Garland Chapter of the NAACP has requested the use of the Homer B Johnson Stadium for a back-to-school event. In order for the Homer B Johnson Stadium to be used for the event without charge, the Board of Trustees must determine that the use serves the District's public purpose. This resolution serves as a finding of the public purpose and allows administration to determine necessary controls to ensure the public purpose is carried out.

The event will be held on Saturday, August 28, 2021, from 8:00 am to 11:00 am.

This item was presented as an information item at the July 20<sup>th</sup> District Affairs Committee meeting.

### **Administrative Recommendations:**

Approval of the Resolution.

**Resolution**

WHEREAS, the Garland Unit of the NAACP desires to use the Homer B Johnson Stadium for a back-to-school event designed to provide materials, services, and information to assist students and families prepare for the 2021-2022 school year; and

WHEREAS, the use of the Homer B Johnson Stadium for the back-to-school event will assist District students prepare for the new school year, providing them with services and supplies that will enhance students' ability to learn; and

WHEREAS, the Board of Trustees of the Garland Independent School District finds that such expenditures will serve the District's public purposes of facilitating District students' education, well-being, preparation for the new school year, and fostering good relationships with the Garland Independent School District community so as to engender and encourage support within the community for the District's mission; and

WHEREAS, the Board of Trustees further finds that the District will receive adequate return for such expenditure and that such expenditure is necessary for the conduct of the public schools of the District;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES that the Superintendent of Schools of the District or his designee is hereby authorized to allow the NAACP to use the Homer B Johnson Stadium without charge and to create documentation providing the exact terms of the use.

BE IT FURTHER RESOLVED that the Board of Trustees waives the fee requirements for use of the Homer B Johnson Stadium for the limited purposes outlined herein.

BE IT FURTHER RESOLVED, that the predominant purpose of the expenditure related to the back-to-school event is to accomplish a public purpose, not to benefit private parties, and the District shall retain sufficient control over any expenditure to ensure the public purpose is accomplished.

PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
President  
Board of Trustees

ATTEST:

\_\_\_\_\_  
Secretary  
Board of Trustees



**Garland Independent School District  
Board of Trustees**

**Date of Meeting:** July 27, 2021  
**Agenda Item:** Approval of the 2021-2022 Student Code of Conduct

**Agenda Section:** Action Item

**Administrator Responsible:** Dr. Babetta Hemphill  
Executive Director of Student Services & School Choice

**Board Goal Objective:**

**OBJECTIVE H: STUDENT MANAGEMENT**

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

**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**

*Supplementary Information* –The Department of Student Services and School Choice requests approval of the 2021-2022 Student Code of Conduct which includes all revisions required by the Texas Association of School Boards (TASB).

**Administrative Recommendations:**

Administration recommends approval.

**The following are Legislative bills from the 87th Legislative Session that affect the Student Code of Conduct:**

- **House Bill (HB) 375** amends the offense of continuous sexual abuse of a young child or children under Texas Penal Code 21.02 to include continuous sexual abuse of “a disabled individual” and amends the name of the offense to reflect this change.
- **HB 785** amends Chapter 37 with respect to disciplinary placements, restraint procedures, and behavioral intervention or improvement plans for students with disabilities. While revisions to the text of the Code of Conduct were not necessary as a result of this change in law, Editorial Notes regarding this bill have been updated in the section Discipline Management Techniques – Students with Disabilities.
- **HB 957** removes a firearm silencer from the list of prohibited weapons in Texas Penal Code 46.05. The bill also repeals the definition of a firearm silencer from Chapter 46 of the Texas Penal Code and adds a chapter to the Texas Government Code regarding firearm suppressor regulation.
- **Senate Bill (SB) 248** expands the definition of e-cigarette under Texas Health and Safety Code 161.081 to include a consumable liquid solution or other material aerosolized or vaporized during the use of an e-cigarette or other device, as defined by law.
- **SB 530** expands the offense of harassment under Texas Penal Code 42.07 to include publishing on a website, including a social media platform, repeated electronic communications that are reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law.
- **SB 768** creates a new penalty group under the Texas Controlled Substances Act for fentanyl and related substances.

<p style="text-align: center;"><b>Student Code of Conduct Page, Section Titles &amp; Revisions</b></p> <p style="text-align: center;"><b>(changes are highlighted in yellow)</b></p>	<p style="text-align: center;"><b>Reference to Law or Policy</b></p>
<p><b>Page 8: Property Offenses</b></p> <p>Students shall not:</p> <ul style="list-style-type: none"> <li>• Damage or vandalize property owned by others. (For felony criminal mischief see DAEP Placement or Expulsion.)</li> <li>• Deface or damage school property—including textbooks, technology and electronic resources, lockers, furniture, and other equipment—with graffiti or by other means.</li> <li>• Steal from students, staff, or the school.</li> <li>• Commit or assist in a robbery or theft even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft see DAEP Placement and Expulsion.) <b>Enter, without authorization, district facilities that are not open for operations.</b></li> </ul> <p>(added)</p>	<p><b>To reflect common district practice, a provision has been added stating that students shall not enter district facilities that are not open for operations without authorization.</b></p>
<p><b>Page 8:</b></p> <p><b>Possession of Prohibited Item</b></p> <ul style="list-style-type: none"> <li>• <b>A firearm silencer or suppressor:</b> <i>(Removed from “Prohibited Weapons” and added to Prohibited Items</i></li> </ul>	<p><b>HB 957</b> removed from state law criminal penalties for possession of a firearm silencer and added provisions to the Government Code regarding regulation of firearm suppressors, defined as any device designed to muffle the report of a firearm. Federal law continues to require expulsion for one year of a student who brings to school a “firearm,” including a firearm muffler or silencer. A school district may choose whether to add these devices to the list of locally prohibited items. Note that the Texas Government Code restricts a district’s authority to enforce a ban on firearm suppressors with regard to the general public. School officials may want to seek legal advice regarding the change in law.</p>

<p><b>Page 11: Miscellaneous Offenses</b></p> <ul style="list-style-type: none"> <li>Engage in academic dishonesty, which includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination.</li> </ul> <p><i>(Added to Miscellaneous Offenses)</i></p>	<p>The provision addressing cheating has been broadened to reference academic dishonesty and provide examples to align with policy EIA(LOCAL).</p>
<p><b>Page 15: Disciplinary Appeals Process</b></p> <p>The district shall not delay a disciplinary consequence while a student or parent pursues a grievance. In the instance of a student who is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the district will comply with applicable federal law, including the Title IX formal complaint process. See policies FFH(LEGAL) and (LOCAL).</p> <p><i>(Added to Appeals Process)</i></p>	
<p><b>Page 16: Returning Student to Classroom</b></p> <p>When a student has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, or aggravated sexual assault, <del>murder, capital murder, or criminal attempt to commit murder or capital murder</del>, the student may not be returned to the teacher's class without the teacher's consent. When a student has been formally removed by a teacher for any other conduct, the student may be returned to the teacher's class without the teacher's consent, if the placement review committee determines that the teacher's</p>	

<p>class is the best or only alternative available. <i>(deleted offenses _</i></p>	
<p><b>Page 22: Sexual Assault and Campus Assignments</b></p> <p>A student shall be transferred to another campus if:</p> <ul style="list-style-type: none"> <li>• The student has been convicted of continuous sexual abuse of a young child or <b>disabled individual</b> or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus; and</li> <li>• <i>(changed from children)</i></li> </ul>	<p><b>HB 375 amends the offense of continuous sexual abuse of a young child or children under Penal Code 21.02 to include continuous sexual abuse of “a disabled individual” and amends the name of the offense to reflect this change.</b></p>
<p><b>Page 32: Expulsion (reasons for)</b></p> <p><b>Continuous sexual abuse of a young child or <b>disabled individual</b>.</b> <i>(changed from children)</i></p>	
<p><b>Glossary Definitions:</b></p>	<p><b>Reference to Law or Policy</b></p>
<p><b>Controlled substance</b> means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, <b>1-B</b>, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp. <i>(added group to definition)</i></p>	<p><b>SB 768 amends the Health and Safety Code to create a new penalty group under the Texas Controlled Substances Act for fentanyl and related substances.</b></p>
<p><b>E-cigarette</b> means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another</p>	<p><b>SB 248 expanded the definition of e-cigarettes in the Health and Safety Code.</b></p>

<p>product name or description and a component, part, or accessory for the device, regardless of whether the component, part or accessory is sold separately from the device.</p>	
<p><b>Firearm</b> is defined by federal law (18 U.S.C. 921(a)) as:</p> <ol style="list-style-type: none"> <li>1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;</li> <li>2. The frame or receiver of any such weapon;</li> <li>3. Any firearm muffler or firearm weapon silencer, defined as any device for silencing, muffling, or diminishing the report of a portable firearm; or</li> <li>4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade. Such a term does not include an antique firearm.</li> </ol> <p style="color: red;">Deleted from definition: Firearm silencer is defined by Penal Code 46.01 as any device designed, made, or adapted to muffle the report of a firearm.</p>	<p><b>HB 957 repeals the definition of firearm silencer in Penal Code 46.01(4).</b></p>
<p><b>Harassment</b> includes:  Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law.  <i>(added to definition)</i></p>	<p><b>SB 530 expands the offense of harassment under Penal Code 42.07 to include publishing repeated electronic</b></p>
<p><b>Title 5 felonies</b> are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:</p> <p>Continuous sexual abuse of a young child or <b>disabled</b></p>	<p><b>HB 375 amends the offense of continuous sexual abuse of a young child or children under Penal Code 21.02 to include continuous sexual</b></p>

**individual** (*changed from children*) under  
Section 21.02;

**abuse of “a disabled  
individual” and amends  
the name of the offense to  
reflect this change.**

# ACKNOWLEDGMENT

## Student Code of Conduct and Student Handbook Electronic Distribution

Dear Student and Parent:

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

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

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

Thank you,

Ricardo López, Ed. D.  
Superintendent

We acknowledge that we have been offered the option to receive a paper copy of the Garland Independent School District Student Code of Conduct and Student Handbook for the 2021-2022 school year or to electronically access them on the district's website at [www.garlandisd.net](http://www.garlandisd.net). We understand that students will be held accountable for their behavior and will be subject to the disciplinary consequences outlined in the Code.

We have chosen to:

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

Print name of student: \_\_\_\_\_

Signature of student: \_\_\_\_\_

Print name of parent: \_\_\_\_\_

Signature of parent: \_\_\_\_\_

Date: \_\_\_\_\_

School: \_\_\_\_\_ Grade level: \_\_\_\_\_

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

## Table of Contents

ACKNOWLEDGMENT.....	I
<i>STUDENT CODE OF CONDUCT</i> .....	<i>I</i>
Accessibility.....	1
Purpose.....	1
School District Authority and Jurisdiction .....	2
Campus Behavior Coordinator .....	2
Searches .....	2
Threat Assessment and Safe and Supportive School Team.....	3
The Right to Interview Students .....	3
Parent Defined .....	3
Surveillance and Security Equipment.....	3
Reporting Crimes .....	3
Security Personnel .....	3
Participating in Graduation Activities.....	5
Unauthorized Persons .....	5
<i>STANDARDS FOR STUDENT CONDUCT</i> .....	<i>5</i>
<i>EXTRACURRICULAR STANDARDS FOR STUDENT CONDUCT</i> .....	<i>6</i>
<i>GENERAL CONDUCT VIOLATIONS</i> .....	<i>6</i>
Disregard for Authority.....	7
Mistreatment of Others .....	7
Property Offenses.....	8
Possession of Prohibited Items .....	8
Possession of Telecommunications or Other Electronic Devices.....	9
Illegal, Prescription, and Over-the-Counter Drugs .....	9
Misuse of Technology Resources and the Internet .....	10
Safety Transgressions .....	10
Miscellaneous Offenses .....	11
<i>DISCIPLINE MANAGEMENT TECHNIQUES</i> .....	<i>11</i>
Students with Disabilities (IDEA/Section 504) .....	12
Techniques .....	12
Prohibited Aversive Techniques.....	13
Notification .....	14
<i>STUDENT QUESTIONING BY POLICY OR AGENCY</i> .....	<i>14</i>
<i>DISCIPLINARY APPEALS PROCESS</i> .....	<i>14</i>
<i>STUDENT CONDUCT ON SCHOOL PROVIDED TRANSPORTATION (BUS)</i> .....	<i>15</i>

Removal from the School Bus .....	15
<i>REMOVAL FROM THE REGULAR EDUCATIONAL SETTING</i> .....	15
Routine Referral.....	15
Formal Removal.....	16
Returning Student to Classroom .....	16
<i>IN-SCHOOL SUSPENSION (REASSIGNMENT ROOM)</i> .....	16
Misconduct.....	17
Reassignment Room Rules .....	17
Restrictions during Reassignment.....	18
<i>OUT-OF-SCHOOL SUSPENSION</i> .....	18
Misconduct.....	18
Process .....	19
Restrictions during Suspension.....	19
Scholastic Penalties.....	20
Coursework During Suspension .....	20
<i>DISCIPLINARY ALTERNATIVE EDUCATION PROGRAM (DAEP) PLACEMENT</i> .....	20
Discretionary Placement: Misconduct That May Result in DAEP Placement .....	20
Misconduct Identified in State Law .....	21
Mandatory Placement: Misconduct That Requires DAEP Placement.....	21
Sexual Assault and Campus Assignments .....	22
Process .....	22
Conference .....	22
Consideration of Mitigating Factors .....	23
Placement Order.....	23
Coursework Notice .....	23
Length of Placement .....	23
Exceeds One Year.....	24
Exceeds School Year .....	24
Exceeds 60 Days.....	24
Appeals .....	24
Restrictions during Placement .....	25
Placement Review.....	25
Additional Misconduct.....	25
Notice of Criminal Proceedings.....	25
Withdrawal during Process.....	26
Newly Enrolled Students .....	26

Emergency Placement Procedure.....	26
Transition Services.....	27
<i>PLACEMENT AND/OR EXPULSION FOR CERTAIN OFFENSES</i> .....	27
Registered Sex Offenders.....	27
Review Committee.....	27
Newly Enrolled Student.....	27
Appeal.....	28
Certain Felonies.....	28
Hearing and Required Findings.....	28
Length of Placement.....	29
Placement Review.....	29
Newly Enrolled Students.....	29
<i>EXPULSION</i> .....	29
Discretionary Expulsion: Misconduct That May Result in Expulsion.....	29
Any Location.....	29
At School, Within 300 Feet, or at a School Event.....	30
Within 300 Feet of School.....	30
Property of Another District.....	31
While in DAEP.....	31
Mandatory Expulsion: Misconduct That Requires Expulsion.....	31
Under Federal Law.....	31
Under the Penal Code.....	31
Under Age Ten.....	32
Process.....	32
Hearing.....	33
Board Review of Expulsion.....	33
Expulsion Order.....	33
Dallas County JJAEP.....	34
Length of Expulsion.....	34
Withdrawal during Process.....	34
Additional Misconduct.....	34
Restrictions during Expulsion.....	35
Newly Enrolled Students.....	35
Emergency Expulsion Procedures.....	35
DAEP Placement of Expelled Students.....	35

Transition Services.....	36
<i>ACCEPTABLE USE POLICY FOR TECHNOLOGY RESOURCES</i> .....	36
Appropriate Use.....	36
Inappropriate Use.....	37
Children’s Online Privacy Protection Act (COPPA).....	37
Children’s Internet Protection Act (CIPA).....	37
Consequences of Inappropriate Use.....	37
Bring Your Own Device.....	38
Disclaimer.....	38
Term.....	38
<i>GARLAND ISD STUDENT AGREEMENT ACCEPTABLE USE POLICY</i> .....	39
<i>Glossary</i> .....	39
INDEX.....	50
<i>Appendix I:</i> .....	53
Board Policy.....	53

Proposed 2021-2022 Student Code of Conduct

# STUDENT CODE OF CONDUCT

## Accessibility

If you have difficulty accessing the information in this document because of disability, please contact Jasmine Preston, Coordinator of Web Services at 972-487-3265 or via email at [jdpresto@garlandisd.net](mailto:jdpresto@garlandisd.net).

## Purpose

The Student Code of Conduct is the district's response to the requirements of Chapter 37 of the Texas Education Code.

The Code provides methods and options for managing students in the classroom and on school grounds, disciplining students, and preventing and intervening in student discipline problems.

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

This Student Code of Conduct has been adopted by the Garland Independent School District Board of Trustees and developed with the advice of the district-level committee. This Code provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. It remains in effect during summer school and at all school-related events and activities outside of the school year until an updated version adopted by the board becomes effective for the next school year.

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

Because the Student Code of Conduct is adopted by the district's board of trustees, it has the force of policy; therefore, in case of conflict between the Code and the student handbook, the Code shall prevail.

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

## **School District Authority and Jurisdiction**

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

The district has disciplinary authority over a student:

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

## **Campus Behavior Coordinator**

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

## **Searches**

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

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

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

### **Threat Assessment and Safe and Supportive School Team**

Campus administrators will work closely with the campus threat assessment safe and supportive school team to implement the district’s threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code of Conduct.

### **The Right to Interview Students**

School officials have the legal authority and responsibility to investigate violations of the Student Code of Conduct and to interview students without prior notice to parents or guardians in order to do so. This authority is derived from the common law doctrine of “in loco parentis”, which means school officials are standing in the place of the parents when the students are at school or attending school sponsored activities. School officials exercise this authority to maintain the safety and security of the school environment and to prevent the disruption of instructional programs. For provisions pertaining to student questioning by law enforcement officials or other lawful authorities, see GRA (LOCAL).

### **Parent Defined**

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

### **Surveillance and Security Equipment**

Video and audio equipment are used for safety purposes including monitoring student behavior on district transportation and any other school property. Students are not informed about whether the equipment is turned on. Tapes shall remain in the custody of the district and be maintained as required by law. A parent or guardian who wishes to view videotape in response to disciplinary action against the student may request such access under the procedures set out by law.

### **Reporting Crimes**

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

### **Security Personnel**

To ensure sufficient security and protection of students, staff, and property, the board employs school resource officers (SROs) and security personnel. In accordance with law, the board has coordinated with the campus behavior coordinator and other district employees to ensure appropriate law enforcement duties are assigned to security staff. The law enforcement duties of school resource officers are:

- To serve as a visible, active law enforcement figure dealing with all law-related issues.
- To serve as a classroom resource for instruction in the following areas:
  - Law-related education;
  - Violence diffusion & crime prevention;

- Safety programs;
- Alcohol and Drug Preventions;
- Life choices; and
- The G.R.E.A.T. Program and other interdiction strategy programs.
- To serve as a part of the faculty and administrative team working cooperatively to solve problems.
- To serve as a resource for students providing guidance, support, and information on law-related topics and procedures.
- To serve as a resource for the teachers, parents, and students for conferences on an individual basis, dealing with specific problems and questions such as:
  - Date rape;
  - Juvenile Law;
  - Drugs and alcohol;
  - Child abuse;
  - Rape crisis;
  - Violence Diffusion; and
  - Gang activity.
- To serve as a counseling resource in areas which may affect the safety and security of the educational environment.

The law enforcement duties of district security personnel are:

- Ensure schools are properly and adequately secured by patrolling school property and monitoring premises for the presence of non-district personnel.
- Ensure schools are properly and adequately secured by monitoring security/fire alarm and CCTV systems and reporting all incoming alarms to other GISD Security Officers or local Police and Fire Departments as required.
- Ensure campuses are trained on and completing all necessary drills and protocols by providing a regular presence through the Campus Security Initiative and Campus Security Officer function.
- Report criminal activity, damage, unlocked doors or windows, and/or any unusual incidents at District facilities.
- Conduct minor repairs and/or cleanup to facilities as directed.
- Maintain a working, professional rapport with district staff and School Resource Officers at all times.
- When performing a patrol function, maintain and clean District vehicle as needed at the completion of assigned shift.
- When performing a dispatch function, report any system malfunctions via the work order system.
- Maintain a high level of emotional and physical restraint when dealing with students, staff, and community members.
- Complete departmental training to maintain proficiency in assigned duties.
- Adhere to District directives, policies and safety standards as they relate to daily duties.
- Be willing to work a variety of shifts with little notice.
- Complete other duties as assigned by supervisors within line-of-authority.
- Demonstrate behavior that is professional, ethical and responsible, and serve as a role-model for all District employees and staff, as well as students, parents, community

members and guests of the District.

- Complete all reports necessary throughout shift as documentation for all designated events.
- Comply with all laws when transmitting information via first responder radios.
- Comply with the International Fire Code as required when responding to fire alarms from District facilities.

### **Participating in Graduation Activities**

The district has the right to limit a student's participation in graduation activities for violating the district's Code. Participation might include a speaking role, as established by district policy and procedures.

See DAEP—Restrictions during Placement for information regarding a student assigned to the DAEP at the time of graduation.

See Expulsion – Restrictions during Expulsion for information regarding a student assigned to the JJAEP at the time of graduation.

### **Unauthorized Persons**

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

1. The person poses a substantial risk of harm to any person; or
2. The person behaves in a manner that is inappropriate for a school setting, and the person persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with board policy FNG (LOCAL) or GF (LOCAL), as appropriate. However, the timelines for the district's grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 days, unless the complaint is resolved before a board hearing.

## **STANDARDS FOR STUDENT CONDUCT**

Each student is expected to:

- Be aware of all items that are brought onto any Garland Independent School District property. This includes, but is not limited to, items carried in clothing, backpacks, and vehicles or placed in lockers or desks.
- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner, always exercising self-discipline.
- Attend all classes, regularly and on time.
- Prepare for each class; take appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.

- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Have their student ID visible at all times if attending high school.
- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Notify teachers or school officials of any conflict with other students, including threats.
- Address complaints through appropriate channels.
- Adhere to the requirements of the Student Code of Conduct.

Conduct by students either in or out of class that for any reason, whether because of time, place, or manner of behavior, materially disrupts class work or involves substantial disorder or invasion of the rights of other students or employees at school or school-related activities is prohibited.

Student demonstrations and similar activities shall be prohibited when there is evidence that may reasonably lead school authorities to forecast substantial disruption of, or material interference with, normal school operations or approved school activities.

## **EXTRACURRICULAR STANDARDS FOR STUDENT CONDUCT**

With approval of the Superintendent and principal, sponsors and coaches of extracurricular activities may develop and enforce standards of conduct that are higher than the district-developed Student Code of Conduct and may maintain membership and eligibility for participation in activities on adherence to those established standards. These organizational standards of behavior are independent of the Student Code of Conduct. Violations of the Student Code of Conduct may result in independent disciplinary action by the school.

Students shall be informed of any extracurricular behavior standards for the organization in conjunction with tryout, practice or acceptance/induction into membership. Students and their parents shall sign and return to the sponsor or coach a statement acknowledging recognition of the extracurricular behavior standards and consent to abide by them as a condition of membership or participation in the activity.

A student may be removed from membership or participation in extracurricular activity or may be excluded from school honors for violation of organizational standards of behavior or for violations of the Student Code of Conduct.

The higher standards may take into account conduct that occurs at any time, on or off school property. No provision of the extracurricular behavioral standard shall have the effect of discriminating on the basis of sex, race, disability, religion, ethnicity, national origin, or any other basis prohibited by law.

A student who has engaged in conduct punishable as a Title 5 Felony offense as defined by the Texas Penal Code or is charged with aggravated robbery or possession of a deadly weapon during the current school year shall be suspended from competition or performance in extracurricular activities for the remainder of the current school year.

## **GENERAL CONDUCT VIOLATIONS**

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses.

In the subsequent sections on Out-of-School Suspension, DAEP Placement, Placement and/or Expulsion for Certain Offenses, and Expulsion, certain offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in Removal from the Regular Educational Setting as detailed in that section.

### **Disregard for Authority**

Students shall not:

- Fail to comply with directives given by school personnel (insubordination).
- Leave school grounds or school-sponsored events without permission. All GISD campuses are closed for lunch. All students must remain on campus during lunch.
- Disobey rules for conduct on district vehicles.
- Refuse to accept discipline management techniques assigned by a teacher or principal.

### **Mistreatment of Others**

Students shall not:

- Use inappropriate language, generally described as derogatory, harmful, and/or demeaning, that is directed toward an individual or group of individuals at school or school-related events or activities. This includes but is not limited to language related to race, ethnicity, gender and/or gender orientation, disability and religious beliefs.
- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault see DAEP Placement and Expulsion.)
- Threaten a district student, employee, or volunteer, including off school property, if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See glossary for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in conduct that constitutes sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct, directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See glossary.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See glossary.)
- Cause an individual to act through the use of or threat of force (coercion).
- Commit extortion or blackmail (obtaining money or an object of value from an unwilling person).
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, SRO, volunteer or other adult.

- Record the voice or image of another without the prior consent of the individuals being recorded or in any way that disrupts the educational environment or invades the privacy of others.

## Property Offenses

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief see DAEP Placement or Expulsion.)
- Deface or damage school property—including textbooks, technology and electronic resources, lockers, furniture, and other equipment—with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft see DAEP Placement and Expulsion.)
- Enter, without authorization, district facilities that are not open for operations.

## Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- Any hazardous material such as mercury or acid;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- Ammunition;
- A location-restricted knife;
- A club
- A hand instrument designed to cut or stab another by being thrown;
- A firearm silencer or suppressor
- Knuckles
- A firearm;
- A stun gun;
- Any device designed to propel a projectile;
- A pocketknife or any other small knife;
- Mace or pepper spray;

- Pornographic material;
- Tobacco products; cigarettes; e-cigarettes; vapes and any component, part, or accessory for an e-cigarette device or vape;
- Matches or a lighter;
- A laser pointer for other than an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

\*For weapons and firearms see DAEP Placement and Expulsion. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

### **Possession of Telecommunications or Other Electronic Devices**

Students shall obtain prior approval before using personal telecommunication devices, including cellular phones or other electronic devices for instructional purposes. Parents and students are required to sign a user agreement that contains applicable rules for use (separate from the Code).

An authorized district employee may confiscate a personal telecommunications device, including a cellular phone or other electronic devices used in violation of district or campus rules. The device shall be turned in to a campus administrator. The campus administrator shall do the following:

- The parent shall be notified after the telecommunication or electronic device is confiscated.
- A parent may retrieve the device without charge on the first infraction.
- When the device is confiscated and retrieved by the student on the first infraction, an administrative fee not to exceed \$15 **may** be charged for the return of the device.
- If confiscated a second time and retrieved by the parent for the student, an administrative fee of \$15 **will** be charged for the return of the device.
- Three violations may result in confiscation of the device for the remainder of the school year.
- Confiscated telecommunication or electronic devices shall be held by the district for 30 days after notification to parent has been made. After the 30-day period has expired, the district shall dispose of the telecommunication or electronic device or cellular phone. Refer to Board Policy [FNCE (LOCAL)].

The district is not responsible for damaged, lost, or stolen telecommunication or electronic devices.

### **Illegal, Prescription, and Over-the-Counter Drugs**

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see DAEP Placement and Expulsion for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See glossary for “paraphernalia.”)

- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. (See glossary for “abuse.”)
- Abuse over-the-counter drugs. (See glossary for “abuse.”) Be under the influence of prescription or over-the-counter drugs that cause impairment of the physical or mental faculties. (See glossary for “under the influence.”)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

### **Misuse of Technology Resources and the Internet**

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including but not limited to computers and related equipment, district data, the data of others, or other networks connected to the district’s system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the Internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another’s reputation, or illegal, including cyberbullying and “sexting,” either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the Internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

### **Safety Transgressions**

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
- Engage in verbal (oral or written) exchanges that threaten the safety of another student, a

school employee, or school property.

- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause.

### **Miscellaneous Offenses**

Students shall not:

- Violate dress and grooming standards as communicated in the student handbook.
- Engage in academic dishonesty, which includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination.
- Trespass on to school property. (See glossary)
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

The district may impose campus or classroom rules in addition to those found in the Code. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code.

### **DISCIPLINE MANAGEMENT TECHNIQUES**

Discipline shall be designed to improve conduct and to encourage students to adhere to their responsibilities as members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative practices. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

In deciding whether to remove a student from a student's regular classroom to in-school suspension (Reassignment Room), out-of-school suspension, DAEP, JJAEP, or expulsion the district, principal, or appropriate administrator will take into consideration:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history, or
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

### **Students with Disabilities (IDEA/Section 504)**

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Student Code of Conduct. To the extent any conflict exists, the district shall comply with federal law. For more information regarding discipline of students with disabilities, see policy FOF (LEGAL).

In accordance with the Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see glossary) until an Admission, Review, and Dismissal (ARD) committee meeting has been held to review the conduct.

In deciding whether to order in/out of school suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

### **Techniques**

The following discipline management techniques may be used alone, in combination, or as part of progressive interventions and restorative practices, for behavior prohibited by the Student Code of Conduct, or by campus or classroom rules:

- Verbal or written correction.
- Cooling-off time or a brief "time-out" period in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.

- Detention, including outside regular school hours. The parent or guardian shall be given notice of the student's detention to permit the arrangement of any necessary transportation for the student. Except in cases where the student is 18 years of age or older, the detention shall not begin until the parent has been notified.
- Sending the student to the office or other assigned area, or to in-school suspension.
- Assignment of school duties such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in individual student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Out-of-school suspension, as specified in the Out-of-School Suspension section of this Code.
- Placement in a DAEP, as specified in the DAEP section of this Code.
- Placement and/or expulsion in an alternative educational setting, as specified in the Placement and/or Expulsion for Certain Offenses section of this Code.
- Expulsion, as specified in the Expulsion section of this Code.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

### **Prohibited Aversive Techniques**

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.

Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.

- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.

- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student by the use of physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

### **Notification**

The principal or appropriate administrator shall promptly notify a student's parent or guardian by phone, in person, or in writing of any violation that may result in in-school suspension, out-of-school suspension, placement in a DAEP, placement in JJAEP, or expulsion. The principal or appropriate administrator shall also notify a student's parent or guardian, if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code. A good faith effort shall be made on the day the disciplinary action was taken to provide (to the student for delivery to the student's parent) written notification of the disciplinary action. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the administrator shall send written notification by U.S. Mail. If the administrator is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him/her of the reason of the detention and permit arrangements for necessary transportation.

### **STUDENT QUESTIONING BY POLICY OR AGENCY**

When a representative of Child Protective Services (CPS) or another lawful authority desires to question or interview a student at school as part of a child abuse investigation, the principal shall cooperate fully with the official's requests regarding the conditions of the interview or questioning. When law enforcement officers or other lawful authorities desire to question or interview a student at school for any purpose other than a child abuse investigation, the following guidelines shall apply: 1) the principal shall verify and record the identity of the officer or other authority and request an explanation of the need to question or interview the student at school; 2) The principal ordinarily shall make reasonable efforts to notify the student's parents/guardians. If the interviewer raises what the principal considers to be a valid objection to the notification, parents shall not be notified; 3) The principal or a designee ordinarily shall be present during the questioning or interview. If the interviewer raises what the principal considers to be a valid objection to a third party's presence, the interview shall be conducted without the principal's or designee's presence. CPS may choose not to share information due to confidentiality issues. Parents/guardians may not always be notified when CPS visits with a student.

### **DISCIPLINARY APPEALS PROCESS**

Appeals or complaints regarding the use of specific discipline management techniques should be

addressed in accordance with policy FNG (LOCAL). A copy of the policy may be obtained from the principal's office, the central administration office or through Board Policy online at <https://www.garlandisd.net/content/complaints-concerns>.

The district shall not delay a disciplinary consequence while a student or parent pursues a grievance. In the instance of a student who is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the district will comply with applicable federal law, including the Title IX formal complaint process. See policies FFH (Legal) and (Local).

## **STUDENT CONDUCT ON SCHOOL PROVIDED TRANSPORTATION (BUS)**

Students are expected to conduct themselves in a safe and orderly fashion at all times while being transported in school vehicles. For the security of all individuals, district employees who operate these vehicles shall have the authority to maintain control of students while the student is on district provided transportation. Transportation drivers shall handle routine discipline problems according to established rules and regulations.

- Under extreme circumstances in which the safety of passengers is threatened by the conduct of another student passenger, the offending passenger may be removed from the vehicle at the first place where this may be done safely.
  - The operator shall radio the transportation office for help and wait in the safe location for the offending passenger to be removed.
  - If the bus is still within proximity of the student's school, the driver may return to the school for assistance.
- When a student commits repeated incidents of misconduct that are disruptive and compromise safety, the student's riding privileges may be suspended.
- The student offender shall be promptly reported to the student's principal and driver's transportation supervisor.

### **Removal from the School Bus**

A bus driver may refer a student to the principal's office or the appropriate administrator's office to maintain effective discipline on the bus. The principal or administrator must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

Since the district's primary responsibility in transporting students in district vehicles is to do so as safely as possible, the operator of the vehicle must focus on driving and not have his/her attention distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal, or appropriate administrator may restrict or revoke a student's transportation privileges, in accordance with the law.

## **REMOVAL FROM THE REGULAR EDUCATIONAL SETTING**

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

### **Routine Referral**

A routine referral occurs when a teacher sends a student to the principal or appropriate

administrator's office as a discipline management technique. The administrator may then employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for a behavior that violates this Code to maintain effective discipline in the classroom.

### **Formal Removal**

A teacher **may** also initiate a formal removal from class if:

1. The student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach his or her class or with the student's classmates' ability to learn; or
2. The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

Within three school days of the formal removal, the appropriate administrator shall schedule a conference with the student's parent; the student; the teacher who removed the student from class and any other administrator.

At the conference, the appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to give his or her version of the incident.

When a student is removed from the regular classroom by a teacher and a conference is pending, the appropriate administrator may place the student in:

- Another appropriate classroom.
- In-school suspension.
- Out-of-school suspension.
- DAEP.

A teacher or administrator must remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP, JJAEP, or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP, JJAEP, or expulsion shall be followed.

### **Returning Student to Classroom**

When a student has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, aggravated sexual assault, **murder, capital murder, or criminal attempt to commit murder or capital murder**, the student may not be returned to the teacher's class without the teacher's consent.

When a student has been formally removed by a teacher for any other conduct, the student may be returned to the teacher's class without the teacher's consent, if the placement review committee determines that the teacher's class is the best or only alternative available.

### **IN-SCHOOL SUSPENSION (REASSIGNMENT ROOM)**

Students who fail to conform to the normal rules and regulations may be assigned to in-school suspension, **(except for tardiness, truancy or dress code violations)**, hereafter referred to as the **Reassignment Room**. The setting is to provide students with a highly structured, controlled academic environment. The goal is to strive to assist students to return to productive work in regular classes.

## **Misconduct**

A student may be assigned to the Reassignment Room for any behavior listed in the Code as a general conduct violation.

In addition to offenses listed in the general conduct rules, a student may be placed in the Reassignment Room for the following misconduct:

- Disturbance in a class, hallway, cafeteria, or on school grounds or at a school-sponsored or school-related activity.
- Dissemination/possession of unauthorized materials, including hazardous items such as acid or mercury.
- Loitering in unauthorized areas.
- Illegal entry into a school facility.
- Participating in an unauthorized organization/activity.
- Possession of smoking devices including rolling paper and pipes.
- Possession of an object adapted to be a weapon.
- Setting a fire.
- Theft, possession or sale of another person's property with a value under \$200.
- Assault as defined by Penal Code 22.01 (a) (3).
- Failure to serve an assigned detention.
- Unauthorized use of a vehicle, speeding, or parking lot violation.
- Violation of school district's medication policy.
- Use, transmit, sale, or attempted sale of any intoxicant or mood-changing, mind-altering, or behavior-altering substance.

## **Reassignment Room Rules**

Students will be subject to strict discipline while assigned to in-school suspension. The following rules and regulations will prevail in the Reassignment Room:

1. Misconduct while in reassignment may result in the assignment of additional days to reassignment.
  - a. Upon arrival to school, the student must report directly to reassignment, unless authorized to do otherwise.
  - b. Students are to be punctual and bring needed supplies.
  - c. Tardiness may result in assignment of an additional day to be served.
  - d. Students are not to leave the Reassignment Room without permission.
  - e. Students shall not talk without permission or make disruptive noises.
  - f. Students may not sleep.
  - g. Students will have assigned seating and may not leave their desk without

permission.

2. Students may provide or purchase their lunch from the cafeteria (no fast food).
3. Students who have absences while assigned to the Reassignment Room are required to make up those missed days before dismissal.
4. Repeated violation of Reassignment Room rules may result in the student's suspension from school.

## **Restrictions during Reassignment**

Students assigned to the Reassignment Room are subject to the following rules regarding participation in extracurricular activities:

- Students will not be allowed to participate in extracurricular activities for the length of time assigned to Reassignment plus the next calendar school day. (Students returning on Friday morning will be eligible on Saturday).
- Students assigned to Reassignment more than six days during the current term will not be allowed to participate in extracurricular activities for the remainder of the current term.
- Students having already served a suspension from extracurricular competition or performance for citizenship reasons for the remainder of a previous term of the current school year will not be allowed to participate in extracurricular activities for the remainder of the current term, if the total number of days in Reassignment exceeds three days during the current term.
- Students who have been placed in the district's DAEP during the current school year and then are placed in the Reassignment Room will not be allowed to participate in extracurricular activities for the remainder of the current term.

## **OUT-OF-SCHOOL SUSPENSION**

### **Misconduct**

Students may be suspended for any behavior listed in the Code as a general conduct violation, (except for tardiness, truancy or dress code violations), In-school Suspension offenses, DAEP offenses, or expellable offenses.

The district shall not use out-of-school suspension for students in grade 2 or below unless the conduct meets the requirements established in law.

A student below grade 3 or a student who is homeless, shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code Section 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The district shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of the law.

## **Process**

State law allows a student to be suspended for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year.

Before being suspended a student shall have an informal conference with the campus administrator, who shall advise the student of the alleged misconduct. The student shall have the opportunity respond to the allegation before the administrator makes a decision.

The number of days of a student's suspension shall be determined by the campus administrator, but shall not exceed three school days.

In deciding whether to order out-of-school suspension, the campus administrator shall take into consideration:

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

## **Restrictions during Suspension**

The campus administrator and sponsor/coach shall determine any restrictions on participation in school-sponsored or school-related extracurricular and co-curricular activities due to out-of-school suspension.

- A student who is suspended from school for three days or less shall be suspended from any participation in school-sponsored or school-related competition/performance for the length of the suspension **plus** the next calendar school day. (Students returning on a Friday morning shall be eligible on Saturday.)
- A student who is suspended from school more than one time during the current school semester shall be prohibited from participation in extracurricular activities for the remainder of the current semester.
- Any student who is suspended from school after having been prohibited from participation for disciplinary reasons in a previous semester of the current school year shall again be suspended in extracurricular activities for the remainder of the current semester.
- A student who having previously served a stay in the district's DAEP during the current school year and is then suspended from school shall be prohibited from competition or performance in extracurricular activities for the remainder of the current semester.
- After having been suspended from extracurricular activities for the remainder of a previous semester in the current school year due to citizenship reason and then is suspended from school again in the next semester of the current school year shall again be

suspended from participation for the remainder of the current semester.

Suspended students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of suspension, except by special permission.

### **Scholastic Penalties**

A student on suspension from classes can complete assignments without penalty for the period of suspension. Students shall have a time equal to the days absent from class to complete all missed assignments.

### **Coursework During Suspension**

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet. A student removed from the regular classroom to in-school suspension or another setting, other than a DAEP, will have an opportunity to complete before the beginning of the next school year each course the student was enrolled in at the time of removal from the regular classroom. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

### **DISCIPLINARY ALTERNATIVE EDUCATION PROGRAM (DAEP) PLACEMENT**

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

For purposes of DAEP, elementary classification shall be kindergarten–grade 5 and secondary classification shall be grades 6–12.

Summer programs provided by the district shall serve students assigned to a DAEP in conjunction with other students.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus administrator shall take into consideration:

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

### **Discretionary Placement: Misconduct That May Result in DAEP Placement**

A student **may** be placed in the DAEP for behaviors prohibited in the General Conduct

Violations section of this Code.

### **Misconduct Identified in State Law**

In accordance with state law, a student **may** be placed in a DAEP for any one of the following offenses:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See glossary.)
- Involvement in criminal street gang activity. (See glossary.)
- Any criminal mischief, including a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see glossary) that the student has engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses in Title 5 (see glossary) of the Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

The campus administrator **may**, but is not required to, place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

### **Mandatory Placement: Misconduct That Requires DAEP Placement**

A student **must** be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See glossary)
- Commits the following offenses on school property or within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
  - Engages in conduct punishable as a felony.
  - Commits an assault (see glossary) under Penal Code 22.01(a) (1).
  - Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of marijuana, a controlled substance, or a dangerous drug in an amount not constituting a felony offense. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. However, a student **must** follow the district's policies and procedures for prescription medications.

(School-related felony drug offenses are addressed in the Expulsion section.) (See glossary for “under the influence.”)

- Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol, if the conduct is not punishable as a felony offense. (School-related felony alcohol offenses are addressed in the Expulsion section.)
- Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
- Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure (See glossary).
- Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).
- Engages in expellable conduct and is between six and nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in the Expulsion section of this Code.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see glossary) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
  1. The student receives deferred prosecution (see glossary),
  2. A court or jury finds that the student has engaged in delinquent conduct (see glossary), or
  3. The superintendent or designee has a reasonable belief (see glossary) that the student engaged in the conduct.

### **Sexual Assault and Campus Assignments**

If a student has been convicted of continuous sexual abuse of a young child or **disabled individual** or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus, and if the victim’s parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus, the offending student shall be transferred to another campus in the district. If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

### **Process**

Removals to a DAEP shall be made by the campus administrator.

### **Conference**

When a student is removed from class for a DAEP offense, the campus administrator shall schedule a conference within three school days with the student’s parent, the student, and the

teacher, in the case of a teacher removal.

At the conference, the campus administrator shall inform the student, orally or in writing, of the reasons for the removal and shall give the student an explanation of the basis for the removal and an opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

### **Consideration of Mitigating Factors**

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the appropriate administrator shall take into consideration:

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

### **Placement Order**

After the conference, if the student is placed in the DAEP, the appropriate administrator shall write a placement order. A copy of the DAEP placement order shall be sent to the student and the student's parent. Not later than the second business day after the conference, the board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code.

If the student is placed in the DAEP and the length of placement is inconsistent with the guidelines included in this Code, the placement order shall give notice of the inconsistency.

### **Coursework Notice**

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete a foundation curriculum course in which the student was enrolled at the time of removal and which is required for graduation, at no cost to the student. The notice shall include information regarding all methods available for completing the coursework.

### **Length of Placement**

The duration of a student's placement in a DAEP shall be determined by the campus administrator.

The duration of a student's placement shall be determined case by case based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year except as provided below.

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

### **Exceeds One Year**

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees.

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

### **Exceeds School Year**

Students who commit offenses requiring placement in a DAEP at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, **the board's designee** must determine that:

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others, or
2. The student has engaged in serious or persistent misbehavior (see glossary) that violates the district's Code.

### **Exceeds 60 Days**

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

### **Appeals**

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be in accordance with policy FNG (LOCAL). A copy of this policy may be obtained from the principal's office, the central administration office, or through Board Policy online at

<https://pol.tasb.org/Home/Index/364>.

Appeals shall begin at Level One.

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board. For additional information regarding appeals, see the “Disciplinary Appeals Process” section of this Code.

### **Restrictions during Placement**

Any student placed in a DAEP for the first time is prohibited from participating in school-sponsored or school-related activities during the length of time of the placement in the DAEP.

A student, after having been suspended from extracurricular participation in a term of the current school year for a citizenship reason and then is subsequently placed in a DAEP for more than three days in the next term of the school year, shall be suspended from extracurricular participation for the remaining current term.

Students, while placed in DAEP, are prohibited from being on their home campus or attending school-sponsored or school-related activities during the period of placement without special permission.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the DAEP placement order.

### **Placement Review**

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the campus administrator or the board’s designee at intervals not to exceed 120 days. In the case of a high school student, the student’s progress toward graduation and the student’s graduation plan shall also be reviewed. At the review, the student or the student’s parent shall be given the opportunity to present arguments for the student’s return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher’s consent.

### **Additional Misconduct**

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus administrator may enter an additional disciplinary order as a result of those proceedings.

### **Notice of Criminal Proceedings**

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

1. Prosecution of a student’s case was refused for lack of prosecutorial merit or insufficient evidence and no formal proceedings, deferred adjudication (see glossary), or deferred prosecution will be initiated; or
2. The court or jury found a student not guilty, or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

If the board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

### **Withdrawal during Process**

When a student violates the district's Code in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the campus administrator may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the campus administrator or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

### **Newly Enrolled Students**

The district shall decide on a case-by-case basis whether to continue the placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district. The district may place the student in the district's DAEP or a regular classroom setting.

A newly enrolled student with a DAEP placement from a district in another state shall be placed as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

If the student was placed in a DAEP by a school district in another state for a period that exceeds one year, this district, by state law, shall reduce the period of the placement so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or the extended placement is in the best interest of the student.

### **Emergency Placement Procedure**

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

### **Transition Services**

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. See policy FOCA(LEGAL) for more information.

## **PLACEMENT AND/OR EXPULSION FOR CERTAIN OFFENSES**

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

### **Registered Sex Offenders**

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the placement shall be in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the placement may be in DAEP or JJAEP for one semester or the placement may be in a regular classroom. The placement may not be in the regular classroom if the board or its designee determines that the student's presence:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interests of the district's students.

### **Review Committee**

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

### **Newly Enrolled Student**

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an

additional semester in an alternative placement without conducting a review of the placement.

## **Appeal**

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

## **Certain Felonies**

Regardless of whether placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student **may** be expelled and placed in either DAEP or JJAEP if the board or campus administrator makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see glossary) of the Penal Code. The student must:

- Have received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Have received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of:

1. The date on which the student's conduct occurred,
2. The location at which the conduct occurred,
3. Whether the conduct occurred while the student was enrolled in the district, or
4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

## **Hearing and Required Findings**

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be

appealed.

### **Length of Placement**

The student is subject to the placement until:

1. The student graduates from high school,
2. The charges are dismissed or reduced to a misdemeanor offense, or
3. The student completes the term of the placement or is assigned to another program.

### **Placement Review**

A student placed in a DAEP or JJAEP under these circumstances is entitled to a review of his or her status, including academic status, by the campus behavior coordinator or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

### **Newly Enrolled Students**

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

## **EXPULSION**

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the campus administrator shall take into consideration:

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

### **Discretionary Expulsion: Misconduct That May Result in Expulsion**

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See DAEP Placement)

### **Any Location**

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.

- Conduct that contains the elements of assault under Penal Code 22.01(a) (1) in retaliation against a school employee or volunteer.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
  - Aggravated assault.
  - Sexual assault.
  - Aggravated sexual assault.
  - Murder.
  - Capital murder.
  - Criminal attempt to commit murder or capital murder.
  - Aggravated robbery.
- Breach of computer security (See glossary).

### **At School, Within 300 Feet, or at a School Event**

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school’s real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Engaging in conduct that contains the elements of assault under Section 22.01(a) (1) against an employee or a volunteer.
- Engaging in deadly conduct. (See glossary.)

### **Within 300 Feet of School**

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school’s real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See glossary.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child, aggravated kidnapping, manslaughter, criminally negligent homicide, or aggravated robbery.
- Continuous sexual abuse of a young child or children.
- Felony drug- or alcohol-related offense.
- Unlawfully carrying on or about the student’s person a handgun, or a location-restricted knife, or a club, as these terms are defined by state law. (See glossary.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See glossary.)

- Possession of a firearm, (as defined by federal law). (See glossary.)

### **Property of Another District**

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

### **While in DAEP**

A student **may** be expelled for engaging in documented serious misbehavior that violates the district's Code, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:
  - a. Public lewdness under Penal Code 21.07;
  - b. Indecent exposure under Penal Code 21.08;
  - c. Criminal mischief under Penal Code 28.03;
  - d. Personal Hazing under Penal Code 37.152; or
  - e. Harassment under Penal Code 42.07(a) (1) of a student or district employee.

### **Mandatory Expulsion: Misconduct That Requires Expulsion**

A student **must** be expelled under federal or state law for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

#### **Under Federal Law**

- Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See glossary.)

*Note:* Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle, or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

#### **Under the Penal Code**

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02:

- A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See glossary.) *Note:* A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus, while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department, or a shooting sports sanctioning organization working with the department. [See policy FNCG (Legal).]
- A location-restricted knife, as defined by state law.
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See glossary.)
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
  - Aggravated assault, sexual assault, or aggravated sexual assault.
  - Arson. (See glossary.)
  - Murder, capital murder, or criminal attempt to commit murder or capital murder.
  - Indecency with a child.
  - Aggravated kidnapping.
  - Aggravated robbery.
  - Manslaughter.
  - Criminally negligent homicide.
  - Continuous sexual abuse of a young child or **disabled individual**
  - Behavior punishable as a felony that involves selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

### **Under Age Ten**

When a student under the age of ten engages in behavior that is expellable behavior, the student shall not be expelled, but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

### **Process**

If a student is believed to have committed an expellable offense, the principal, or appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.

Until a hearing can be held, campus administrator may place the student in:

- Another appropriate classroom.

- In-school suspension.
- Out-of-school suspension.
- DAEP.

### **Hearing**

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district,
2. An opportunity to testify and to present evidence and witnesses in the student's defense, and
3. An opportunity to question the witnesses called by the district at the hearing.

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The board of trustees delegates to the Superintendent or designee authority to conduct hearings and expel students.

The student may be denied the privilege of his/her campus pending appeal of the expulsion.

### **Board Review of Expulsion**

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall hear statements made by the parties at the review and shall base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

### **Expulsion Order**

Before ordering the expulsion, the board or appropriate administrator shall take into consideration:

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

6. A student's status as homeless.

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the Student Services administrator shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines included in the Student Code of Conduct, the expulsion order shall give notice of the inconsistency.

### **Dallas County JJAEP**

The board of trustees of the Garland Independent School District has entered into an agreement with the county juvenile board, which has established and operates a Juvenile Alternative Education Program. Students expelled from their home school or DAEP may be placed in the DCJJAEP.

### **Length of Expulsion**

The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year except as provided below;

An expulsion may not exceed one year unless, after review, the district determines that:

1. The student is a threat to the safety of other students or to district employees, or
2. Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

### **Withdrawal during Process**

When a student has violated the district's Code in a way that requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then reenrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the campus administrator or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

### **Additional Misconduct**

If during the expulsion, the student engages in additional conduct for which placement in a

DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus administrator or the board may issue an additional disciplinary order as a result of those proceedings.

### **Restrictions during Expulsion**

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion, except by special permission from the Executive Director of Student Services.

Students who are expelled during the current school year are suspended from competition or performances in extracurricular activities for the remainder of the current school year.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a DCJJAEP or another district-approved program.

Graduating seniors assigned to Dallas County Juvenile Justice Alternative Education Program (DCJJAEP) must complete their assigned days through graduation, if applicable. The student will not be allowed to attend any senior activities, but may be allowed to participate in graduation rehearsal and the graduation ceremony.

### **Newly Enrolled Students**

The district shall continue the expulsion of any newly enrolled student expelled from another district or an open-enrollment charter school until the period of the expulsion is completed.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

1. The out-of-state district provides the district with a copy of the expulsion order, and
2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

1. The student is a threat to the safety of other students or district employees, or
2. Extended placement is in the best interest of the student.

### **Emergency Expulsion Procedures**

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

### **DAEP Placement of Expelled Students**

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than ten years of age.

## Transition Services

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LLEGAL) and FODA(LLEGAL) for more information.

## ACCEPTABLE USE POLICY FOR TECHNOLOGY RESOURCES

The Garland Independent School District provides a variety of electronic communications systems for educational purposes. **The electronic communications system is defined as the District's network (including the wireless network), servers, computer workstations, mobile technologies, peripherals, applications, databases, online resources, Internet access, email, and any other technology designated for use by students, including all new technologies as they become available.** This also includes any access to the Garland ISD electronics system while on or near school property, in school vehicles and at school-sponsored activities, and includes the appropriate use of district technology resources via off-campus remote access. Please note that the Internet is a network of many types of communication and information networks, including Digital resources, and is part of the district's electronic communications systems. Digital applications offer a variety of communication, collaboration, and educational creativity opportunities.

In accordance with the Children's Internet Protection Act, Garland Independent School District educates staff and students regarding appropriate online behavior to ensure Internet safety, including use of email and online resources, and has deployed filtering technology and protection measures to restrict access to inappropriate content such as those that are illegal, obscene or harmful to minors. While every effort is made to provide the most secure and optimal learning environment, it is not possible to absolutely prevent access (accidental or otherwise) to inappropriate content. If you come across any inappropriate content or communication, notify a teacher or parent immediately.

**It is each student's responsibility to follow the guidelines for appropriate and acceptable use.**

### Appropriate Use

- Students must only open, view, modify, and delete their own computer files.
- Internet use in the classroom must be directly related to school assignments and projects.
- Students will be assigned individual email and network accounts and must use only those accounts and passwords that they have been granted permission by the district to use. All account activity should be for educational purposes only.
- Students must immediately report threatening messages or discomfoting Internet files/sites to a teacher.
- Students must at all times use the district's electronic communications system, including email, wireless network access, and digital tools/resources to communicate only in ways that are kind and respectful.
- Students are responsible at all times for their use of the district's electronic communications system and must assume personal responsibility to behave ethically and responsibly, even when technology provides them freedom to do otherwise.
- Students will use GISDWI-FI access for filtering purposes on *Bring Your Own Device*.

## **Inappropriate Use**

- Wireless Hotspots not provided by GISD are prohibited on the GISD network.
- Using the district's electronic communications system for illegal purposes including, but not limited to, cyberbullying, gambling, pornography, and computer hacking.
- Disabling or attempting to disable or bypass any system monitoring or filtering or security measures, including deleting browser history to conceal internet patterns.
- Sharing user names and passwords with others; and/or borrowing someone else's username, password, or account access.
- Purposefully opening, viewing, using or deleting files belonging to another system user without permission.
- Electronically posting personally identifying information about one's self or others (i.e., addresses, phone numbers, and pictures).
- Downloading or plagiarizing copyrighted information without permission from the copyright holder.
- Intentionally introducing a virus or other malicious programs onto the district's system.
- Electronically posting messages or accessing materials that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal.
- Gaining unauthorized access to restricted information or network resources.

## **Children's Online Privacy Protection Act (COPPA)**

**Students 13 or younger.** For students under the age of 13 the Children's Online Privacy Protection Act requires additional parental permission for education software tools that collect personal information about the child. Parents wishing to deny access to these educational tools must do so in writing to the campus principal.

## **Children's Internet Protection Act (CIPA)**

All students will receive training in compliance with the CIPA. Training will address:

- Safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications
- Unauthorized access, including so-called "hacking," and other unlawful activities by minors online;
- Unauthorized disclosure, use, and dissemination of personal information regarding minors;
- Measures designed to restrict minors' access to materials harmful to minors; and
- Educating minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms and cyber bullying awareness and response.

## **Consequences of Inappropriate Use**

- Appropriate disciplinary or legal action in accordance with the Student Code of Conduct and applicable laws.
- Suspension of access to the district's electronic communications system and equipment.
- Revocation of the district's electronic communications system account(s); and/or
- Termination of System User Account: The district may deny, revoke, or suspend specific user's access to the district's system with or without cause or notice for lack of use, violation of policy or regulations regarding acceptable network use, or as a result of disciplinary actions against the user.

- Possible criminal action.

### **Bring Your Own Device**

It is our goal that students and teachers will collaborate in rich, engaging learning experiences using technology. Students may bring their own technology and utilize personal electronic communication devices at school and at school activities. Students may use these devices in the classroom when the teacher deems them appropriate for educational purposes. All devices must remain silent or be put away unless being used within a lesson during class time. Students may also use devices during non-instructional times, such as passing periods, lunch and before/after school.

Devices should be clearly labeled with student's full name. Students are responsible for personal property brought to school and should keep personal items with self or in a locked space. The District is not responsible for lost, stolen, or damaged devices. Devices should be charged prior to bringing them to school.

In the event the technology is used inappropriately, disciplinary consequences as outlined in the Student Code of Conduct may occur.

### **Disclaimer**

The district's system is provided on an "as is, as available" basis. The district does not make any warranties, whether expressed or implied, including, without limitation, those of fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The district uses a variety of vendor-supplied hardware and software. Therefore, the district does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the user's requirements. Neither does the district warrant that the system will be uninterrupted or error-free, nor that defects will be corrected.

Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third party individuals in the system are those of the providers and not necessarily the district.

The district will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the district's computer systems and networks.

### **Term**

This policy is binding for the duration of the student's enrollment in GISD.

# GARLAND ISD STUDENT AGREEMENT ACCEPTABLE USE POLICY



Student ID: \_\_\_\_\_

Grade: \_\_\_\_\_

School: \_\_\_\_\_

I understand that my computer use is not private and that the District will monitor activity on the computer system. I have read the District's electronic communications system policy and administrative regulations and agree to abide by their provisions. I understand that violation of these provisions may result in suspension or revocation of system access and/or disciplinary action. Any of my actions that are violations of law may result in criminal prosecution. Any of my actions that result in system disruption or damage may result in the assignment of financial liability.

\_\_\_\_\_

Student First Name (Please print)

\_\_\_\_\_

Student Last Name (Please print)

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date (mm/dd/yyyy)

## PARENT AGREEMENT:

I have read the District's Guidelines for Acceptable Use of Garland Independent School District Technology Resources, and this agreement form. In consideration for the privilege of my child using the District's electronic communications system, and in consideration for having access to the public networks, I hereby release the District, its operators, and any institutions with which they are affiliated from any and all claims and damages of any nature arising from my child's use of, or inability to use, the system, including, without limitation, the type of damage identified in the District's policy, and administrative regulations. I understand that any of my child's actions that are violations of law may result in criminal prosecution as well as disciplinary action by the District. Any actions that result in system disruption or damage may result in the assignment of financial liability to my child or me. Furthermore, I consent to the release of my child's personal information for the purpose of accessing educational software applications and web-based services utilized by the District.

\_\_\_\_\_  
Parent or Guardian Name (Please print)

\_\_\_\_\_  
Parent or Guardian Signature

\_\_\_\_\_  
Home address

\_\_\_\_\_  
Home phone number

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Date (mm/dd/yyyy)

## Glossary

The glossary is intended to assist in understanding terms related to the Student Code of Conduct.

**Abuse** is improper or excessive use.

**Aggravated robbery** is defined in part by Penal Code 29.03(a) when a person commits robbery and:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
  - a. 65 years of age or older, or
  - b. A disabled person.

**Armor-piercing ammunition** is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

**Arson** is defined in part by Penal Code 28.02 as:

1. A crime that involves starting a fire or causing an explosion with intent to destroy or damage:
  - a. Any vegetation, fence, or structure on open-space land; or
  - b. Any building, habitation, or vehicle:
    - 1) Knowing that it is within the limits of an incorporated city or town,
    - 2) Knowing that it is insured against damage or destruction,
    - 3) Knowing that it is subject to a mortgage or other security interest,
    - 4) Knowing that it is located on property belonging to another,
    - 5) Knowing that it has located within it property belonging to another, or
    - 6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. A crime that involves recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance and the fire or explosion damages any building, habitation, or vehicle; or
3. A crime that involves intentionally starting a fire or causing an explosion and in so doing:
  - a. Recklessly damages or destroys a building belonging to another, or
  - b. Recklessly causes another person to suffer bodily injury or death.

**Assault** is defined in part by Penal Code §22.01(a)(1) as intentionally, knowingly, or recklessly causing bodily injury to another; §22.01(a)(2) as intentionally or knowingly threatening another with imminent bodily injury; and §22.01(a)(3) as intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

**Bodily Injury** is physical pain, illness, or any impairment of physical condition.

**Breach of Computer Security** includes knowingly accessing a computer, computer network, or a computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district; and the student knowingly alters, damages, or deletes school district property or information; or commits a breach of any other computer, computer network, or computer system.

**Bullying** is defined in Section 37.0832 of the Education Code as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student.
3. Materially and substantially disrupts the educational process or the orderly operations of a classroom or school; or
4. Infringes on the rights of the victim at the school.

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

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

**Chemical dispensing device** is defined by Penal code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

**Club** is defined by Penal Code 46.01 as an instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death. A blackjack, nightstick, mace, and tomahawk are in the same category.

**Controlled substance** means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 1-B, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

**Criminal street gang** is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

**Cyberbullying** is defined by Section 37.0832 of the Education Code as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet-based communication tool.

**Dangerous Drug** as defined by Health and Safety Code 483.001 as a device or drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substance Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

**Dating violence** occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

**Deadly conduct** under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

**Deferred adjudication** is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

**Deferred prosecution** may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

**Delinquent conduct** is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

**Discretionary** means that something is left to or regulated by a local decision maker.

**Disruption of school operation** means that a person commits an act that results in the interruption of the normal operation of school for a prolonged period of time and/or involves a significant number of students. Conduct that disrupts the educational process of school includes:

1. Emissions by any means of noise of an intensity that prevents or hinders classroom instruction.
2. Enticement or attempted enticement of students away from classes or other school activities that students are required to attend.
3. Prevention or attempted prevention of students from attending classes or other school activities those students are required to attend.
4. Entrance into a classroom without consent of either the principal or teacher and either through acts of misconduct and/or use of loud or profane language causes a disruption of class activity.
5. False fire alarms and/or false 911 calls.
6. Emission of offensive smells from devices such as smoke or stink bombs.
7. Inciting a disruptive action that interferes with the normal operation of school.

**E-cigarette** means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

**Explosive weapon** is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

**False Alarm or Report under Penal Code 42.06** occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

**Firearm** is defined by federal law (18 U.S.C. 921(a)) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such wea;
3. Any firearm muffler or firearm ; or
4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

## Deleted Firearm silencer

**Gang activity** is individually or collectively engaging in actions such as, but not limited to recruitment, marking territory, flashing signs, displaying colors, wearing associated haircuts, jewelry, or clothing, displaying symbols or markings any of which can be linked with advertising one's affiliation with a gang or acknowledging the existence of a gang.

**Graffiti** includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

**Handgun** is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

**Harassment** includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Section 37.001(b) (2) of the Education Code;
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
  - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
  - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
  - c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury; and
  - d. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another; and
  - e. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law.

**Hazing** is defined by Section 37.151 of the Education Code as intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, that directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

1. Any type of physical brutality;
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; and
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

**Hit list** is defined in Section 37.001(b) (3) of the Education Code as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

**Improvised explosive device** is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

**Indecent exposure** is defined by Penal Code 21.08 as an offense that occurs when a person exposes his or her anus or any part of his or her genitals with intent to arouse or gratify the sexual desire of any person, and is reckless about whether another is present who will be offended or alarmed by the act.

**Intimate visual material** is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

**Knuckles** means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

**Location-restricted knife** is defined by Penal Code 46.01 as a knife with a blade of over five and one-half inches.

**Look-alike weapon** means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

**Machine gun** as defined by Penal Code 46.01, is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

**Mandatory** means that something is obligatory or required because of an authority.

**Paraphernalia** are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

**Possession** means to have an item on one's person or in one's personal property, including but not limited to clothing, purse, or backpack; a private vehicle used for transportation to or from school or school-related activities, including but not limited to an automobile, truck, motorcycle, or bicycle; telecommunications or electronic devices; or any school property used by the student, including but not limited to a locker or desk.

**Prohibited weapon** under Penal Code 46.05(a) means:

1. The following items unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice:
  - a. An explosive weapon;
  - b. A machine gun
  - c. A short-barrel firearm;
2. Armor-piercing ammunition;
3. A chemical dispensing device;
4. A zip gun;
5. A tire deflation device; or
6. An improvised explosive device.

**Deleted Firearm silencer from Prohibited weapon**

**Public school fraternity, sorority, secret society, or gang** means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Section 37.121(d) of the Education Code are exempt from this definition.

**Public lewdness** is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviant sexual intercourse, or sexual contact in a public place or, if not in a public place, is reckless about whether another is present who will be offended or alarmed by the act.

**Reasonable belief** is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information, including the notice of student's arrest under Article 15.27 of the Code of Criminal Procedure.

**Reckless speech/writing** is defined as a written or oral statement(s) made by a student which constitutes, involves or concerns a plan, scheme, or threat to violate any law, commit an act of

violence to any person, disrupt or disturb any school or school-related activity; or damage or destroy any school building or property where the student intends, knows or is reckless about whether such speed or writing will be communicated to other persons who reasonably would be placed in fear of harm for themselves or others or for the property of themselves or others.

**Self-defense** is the use of force against another to the degree a person reasonably believes the force is immediately necessary to protect himself or herself. When a claim of self-defense is made, we may consider the following:

1. The force being used against the student is lawful.
2. The student has an opportunity to avoid force or to inform a school official of threatened use of force.
3. The student uses force after the other party abandons or attempts to abandon a fight or confrontation.

**Serious misbehavior** means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:
  - a. Public lewdness under Penal Code 21.07;
  - b. Indecent exposure under Penal Code 21.08;
  - c. Criminal mischief under Penal Code 28.03;
  - d. Hazing under Education Code 37.152; or
  - e. Harassment under Penal Code 42.07(a) (1) of a student or district employee.

**Serious or persistent misbehavior** includes but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete school work as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

**Sexual harassment** is defined as unwelcome sexual advances, requests for sexual favors, or sexually motivated physical, verbal or non-verbal conduct that is so severe, persistent or pervasive that it affects a student's ability to participate in or benefit from an educational

program or activity, creates an intimidating, threatening, hostile or offensive educational environment, has the purpose or effect of substantially or unreasonably interfering with the student's educational performance, or otherwise adversely affects a student's educational opportunities.

**Short-barrel firearm** is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

**Telecommunications device** is defined as any device that emits an audible signal, vibrates, displays a message, or otherwise summons or delivers a communication to the possessor, including but not limited to cellular phones and pagers.

**Terroristic threat** is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
4. Cause impairment or interruption of public communications, public transportation, public water, gas, or power supply or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

**Tire deflation device** is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

**Title 5 felonies** are those crimes listed in Title 5 of the Penal Code that involve injury to a person and may include:

- Murder, manslaughter, or homicide under Section 19.02-.05;
- Kidnapping under Section 20.03;
- Trafficking of persons; under Section 20 A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05-.06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or **disabled individual** under Section 21.02;
- Bestiality under section 21.09;
- Voyeurism under Section 21.17;

- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and,
- Tampering with a consumer product under Section 22.09.

**Under the influence** means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the influence" need not be legally intoxicated to trigger disciplinary action.

**Use** means voluntarily introducing into one's body, by any means, a prohibited substance.

**Vandalism** is when a person willfully damages or defaces the property of others.

**Volatile chemical abuse** is described in Chapter 485 of the Health and Safety Code of the Texas Controlled Substance Act as when a person inhales, ingests, applies, uses, or possesses a volatile chemical with the intent to inhale, ingest, apply, or use a volatile chemical (glue, aerosol paint, etc.) in a manner contrary to the directions for use, cautions or warnings appearing on a label of a container of chemical and is designed to affect the persons central nervous system, create or induce a condition of intoxication, hallucination, or elation or change or distort or disturb the person's eyesight, thinking process, balance or coordination.

**Zip gun** is defined by Penal Code 46.01 as a device or combination of devices, not originally a firearm, but adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

## INDEX

- admission, review, and dismissal (ARD)
  - committee, 12, 27
- appeals process 14, 24
  - board review of expulsion, 33
  - DAEP appeals, 14, 24
  - discipline management techniques, 11, 12, 13
  - sex offender registry
- attendance, 27
- authority of the district, 2
- board of trustees, 1,33
- campus rules, 9
- cell phones. *See* electronic devices
- cheating. *See* prohibited behavior.
- classroom rules, 9
- computer, 10, 30, 35, 36, 38, 39, 41, 42, 45
  - cyberbullying, 2, 7, 10, 12, 36, 41, 42
  - See also* technology resources.
- confiscation of student property,
  - confiscation of property. *See* discipline management techniques.
- corporal punishment. *See* discipline management techniques.
- counseling, 4, 12
- crimes
  - aggravated robbery, 6, 8, 21, 22, 28, 30, 32, 40
  - criminal mischief, 2, 8, 21, 31, 47
  - criminal proceedings and placement in DAEP, 25
  - felonies, 2, 27, 48
  - reporting, 3, 4
  - Title 5 offenses, 6, 21, 22, 28, 48
    - expulsion and placement, hearing and required findings, 28
    - length of placement, 23, 28
    - newly enrolled students, 26,27,29,35
- delinquent conduct, 22, 25, 28, 42
- demonstrations, 6, 11, 47
- detention. *See* discipline management techniques.
- disciplinary alternative education program (DAEP), 1, 20
  - appeals. *See* appeals process.
- discretionary placement, 20
- emergency placement, 26
- extracurricular activities, 6, 13, 18, 19, 34
- graduation, 5,23,25, 29, 35
- length of placement, 23,28
- mandatory placements, 21,27,29
  - 300-foot rule, 2,21,30
- notice of criminal proceedings, 25
- placement review,16,25,27,28
- process 12, 14, 18, 21, 22, 24, 26-28, 32-35, 41, 43, 49
  - restrictions during placement, 5,24
  - transportations, 2, 3, 12-15, 41, 45, 48
  - discipline management techniques, 11, 12, 13
  - alternative educational setting, 13,27,54
  - appeals. *See* appeals process.
- behavioral contracts, 12
- bus privileges,
- counseling, 4, 12
- criminal prosecution,13,39
- DAEP. *See* disciplinary
  - alternative education program (DAEP),
- detention, 12, 14, 17
- expulsion. 1, 5, 7, 8, 9, 11-14, 16, 20-22, 25, 27-29, 30-35, 47
  - in-school suspension 11, 12, 14, 16-18, 20, 32
- notification, 9, 14, 27
- out-of-school suspension, 7, 11, 13, 14, 16, 18-20, 32
- probation, 13, 27, 28, 42
- referrals. *See* routine
- referral
  - rewards, 12
  - school duties, 13
  - students with disabilities, 1, 12
  - time-out, 12, 13
  - dress code, 16, 18
- drugs, 4, 9, 10, 44

marijuana, 9, 18, 21, 32  
 over-the-counter, 9, 10  
 paraphernalia, 9, 45  
 prescription, 9, 10, 21, 42  
 under the influence, 10, 18, 21, 32, 49  
 electronic devices, 9, 45  
 expulsion, 29  
     300-foot rule, 2, 21, 30  
     additional misconduct, 25, 34  
     and DAEP placement, 7-9, 12, 20, 21, 23-26, 27, 29, 35, 47  
     emergency, 26, 35, 43  
     for serious misbehavior committed while in DAEP,  
     length, 18, 19, 23, 24, 28, 33, 34, 47, 48  
     mandatory, 9, 12, 20, 21, 23, 27, 29, 31, 32, 45, 47  
     newly enrolled students, 26, 27, 29, 35  
     process, 12, 14, 18, 21, 22, 24, 26-28, 32-35, 41, 43, 49  
     restrictions, 5, 18, 19, 24, 34  
     under age six, 32  
     under age ten, 32  
     withdrawal during process, 26,34  
 falsification of records, 47,  
 formal removal from class, 16  
 fraternity, 21 ,46  
 graduation, 5,23,25, 29, 35  
     participation, 5, 6, 13, 18, 19, 24  
 jurisdiction of the district, 2  
 juvenile justice alternative education program (JJAEP), 1, 33, 34  
 parent-teacher conferences, 12  
 placement review committee, 16  
 plagiarism. *See* prohibited behavior:  
     cheating,  
 prohibited behavior  
     alcohol, 4, 9, 18, 21, 30, 32, 45, 46, 49  
     blackmail, 7  
     bullying, 2,7, 10, 20, 29,36, 37, 41, 42  
     cheating, 12  
     coercion, 7, 31, 47  
     cyberbullying,2, 7, 10, 12, 36, 41, 42  
     dating violence, 7, 42  
     deadly conduct, 30, 42, 49  
     drugs, 4, 9, 10, 44  
     false accusations, 10  
     false alarm, 21, 43  
     gambling, 36  
     graffiti,8, 44  
     hazing, 7, 31, 44, 47  
     hit lists, 7, 12, 45  
     hoaxes, 10  
     indecent exposure, 7, 22, 31, 45, 47  
     insubordination, 7, 47  
     leave campus, 2  
     misuse of technology resources, 10  
     school bus, 15, 41  
     profanity, 7, 47  
     robbery,6, 21, 22, 28, 30, 32, 40  
     sexting, 10  
     sexual abuse, 7, 22, 30, 32, 48  
     sexual assault, 16, 18, 22, 24, 29, 30, 32, 48  
     terroristic threat,21, 48  
     theft, 8, 17  
     threats, 6  
     under the influence *See* drugs  
     volatile chemicals, 21, 49  
 prohibited items, 8  
     alcohol, 4, 9, 18, 21, 30, 32, 45, 46, 49  
     ammunition, 8, 40 ,46  
     drugs, 4, 9, 10, 44  
     firearms, 9, 22, 31, 46  
     fireworks,8  
     mace, 8, 42  
     matches, 9  
     pepper spray, 8  
     tire deflation device, 46, 48  
     tobacco, 46  
 property, 2-8, 10, 11, 17, 18, 21, 22, 30, 31, 35, 36, 38, 40, 41, 43-49  
     protests. *See* demonstrations.  
 removal from the regular educational setting, 7, 15  
 respect, 6, 38  
 retaliation, 2, 22, 29, 32  
 routine referral, 15  
 safety, 3,4,6, 10, 15, 21, 24, 25, 26-28, 31, 34-37, 40  
     searches 2  
         desks, 3, 5

lockers, 3, 5, 8  
vehicles, 2, 5-7, 12, 15, 36  
secret society, 21, 46  
self-defense, 11, 19, 20, 23, 29, 33, 46, 47  
serious misbehavior, 30, 47  
sex offender, 2, 27  
    newly enrolled student, 26, 27, 29, 35  
sexual abuse, *See* prohibited behavior  
sexual harassment, 47  
smart phones. *See* electronic devices  
sorority, 21, 46

special education, 12, 27  
standards for student conduct, 5, 6  
student handbook, 1, 2, 11  
students with disabilities, 1, 12  
    discipline management techniques, 7, 11,  
    12, 14, 15  
suspension  
    in-school. *See* in-school suspension  
    out-of-school *See* out-of-school  
    suspension  
technology resources district  
    policy, *See* computers.  
telecommunications devices. *See* electronic  
    devices  
time-out *See* discipline management  
    techniques

Proposed 2021-2022 Student Code of Conduct

**Appendix I:  
Board Policy**

Garland Independent School District Board of Trustees Policy Codes

POLICY CODE	TITLE: SUBTITLE	
<b>FDB</b> (LEGAL) (LOCAL)	ADMISSIONS: INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS	<a href="https://pol.tasb.org/Policy/Code/364?filter=FDB">https://pol.tasb.org/Policy/Code/364?filter=FDB</a>
<b>FDE</b> (LEGAL) (LOCAL)	ADMISSIONS: SCHOOL SAFETY TRANSFERS	<a href="https://pol.tasb.org/Policy/Code/364?filter=FDE">https://pol.tasb.org/Policy/Code/364?filter=FDE</a>
<b>FFH</b> (LEGAL) (LOCAL) (EXHIBIT)	STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION	<a href="https://pol.tasb.org/Policy/Code/364?filter=FFH">https://pol.tasb.org/Policy/Code/364?filter=FFH</a>
<b>FFI</b> (LEGAL) (LOCAL)	STUDENT WELFARE: FREEDOM FROM BULLYING	<a href="https://pol.tasb.org/Policy/Code/364?filter=FFI">https://pol.tasb.org/Policy/Code/364?filter=FFI</a>
<b>FN</b> (LOCAL)	STUDENT RIGHTS AND RESPONSIBILITIES	<a href="https://pol.tasb.org/Policy/Code/364?filter=FN">https://pol.tasb.org/Policy/Code/364?filter=FN</a>
<b>FNC</b> (LEGAL)	STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT CONDUCT	<a href="https://pol.tasb.org/Policy/Code/364?filter=FNC">https://pol.tasb.org/Policy/Code/364?filter=FNC</a>
<b>FNCA</b> (LEGAL) (LOCAL)	STUDENT CONDUCT: DRESS CODE	<a href="https://pol.tasb.org/Policy/Code/364?filter=FNCA">https://pol.tasb.org/Policy/Code/364?filter=FNCA</a>
<b>FNCC</b> (LEGAL)	STUDENT CONDUCT: PROHIBITED ORGANIZATIONS AND HAZING	<a href="https://pol.tasb.org/Policy/Code/364?filter=FNCC">https://pol.tasb.org/Policy/Code/364?filter=FNCC</a>
<b>FNCD</b> (LEGAL)	STUDENT CONDUCT: TOBACCO USE AND POSSESSION	<a href="https://pol.tasb.org/Policy/Code/364?filter=FNCD">https://pol.tasb.org/Policy/Code/364?filter=FNCD</a>
<b>FNCE</b> (LEGAL) (LOCAL)	STUDENT CONDUCT: PERSONAL TELECOMMUNICATIONS/ELECTRONIC DEVICES	<a href="https://pol.tasb.org/Policy/Code/364?filter=FNCE">https://pol.tasb.org/Policy/Code/364?filter=FNCE</a>
<b>FNCF</b> (LEGAL)	STUDENT CONDUCT: ALCOHOL AND DRUG USE	<a href="https://pol.tasb.org/Policy/Code/364?filter=FNCF">https://pol.tasb.org/Policy/Code/364?filter=FNCF</a>
<b>FNCG</b> (LEGAL)	STUDENT CONDUCT: WEAPONS	<a href="https://pol.tasb.org/Policy/Code/364?filter=FNCG">https://pol.tasb.org/Policy/Code/364?filter=FNCG</a>
<b>FNCI</b> (LEGAL)	STUDENT CONDUCT: DISRUPTIONS	<a href="https://pol.tasb.org/Policy/Code/364?filter=FNCI">https://pol.tasb.org/Policy/Code/364?filter=FNCI</a>
<b>FNF</b> (LEGAL) (LOCAL)	STUDENT RIGHTS AND RESPONSIBILITIES: INTERROGATIONS AND SEARCHES	<a href="https://pol.tasb.org/Policy/Code/364?filter=FNF">https://pol.tasb.org/Policy/Code/364?filter=FNF</a>

<b>FNG</b> (LEGAL) (LOCAL)	STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT AND PARENT COMPLAINTS/GRIEVANCES	<a href="https://pol.tasb.org/Policy/Code/364?filter=FNG">https://pol.tasb.org/Policy/Code/364?filter=FNG</a>
<b>FO</b> (LEGAL) (LOCAL)	STUDENT DISCIPLINE	<a href="https://pol.tasb.org/Policy/Code/364?filter=FO">https://pol.tasb.org/Policy/Code/364?filter=FO</a>
<b>FOA</b> (LEGAL)	STUDENT DISCIPLINE: REMOVAL BY TEACHER OR BUS DRIVER	<a href="https://pol.tasb.org/Policy/Code/364?filter=FOA">https://pol.tasb.org/Policy/Code/364?filter=FOA</a>
<b>FOB</b> (LEGAL)	STUDENT DISCIPLINE: OUT-OF-SCHOOL SUSPENSION	<a href="https://pol.tasb.org/Policy/Code/364?filter=FOB">https://pol.tasb.org/Policy/Code/364?filter=FOB</a>
<b>FOC</b> (LEGAL)	STUDENT DISCIPLINE: PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCATION SETTING	<a href="https://pol.tasb.org/Policy/Code/364?filter=FOC">https://pol.tasb.org/Policy/Code/364?filter=FOC</a>
<b>FOCA</b> (LEGAL)	PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCATION SETTING: DISCIPLINARY ALTERNATIVE EDUCATION PROGRAM OPERATIONS	<a href="https://pol.tasb.org/Policy/Code/364?filter=FOCA">https://pol.tasb.org/Policy/Code/364?filter=FOCA</a>
<b>FOD</b> (LEGAL)	STUDENT DISCIPLINE: EXPULSION	<a href="https://pol.tasb.org/Policy/Code/364?filter=FOD">https://pol.tasb.org/Policy/Code/364?filter=FOD</a>
<b>FODA</b> (LEGAL)	EXPULSION: JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM	<a href="https://pol.tasb.org/Policy/Code/364?filter=FODA">https://pol.tasb.org/Policy/Code/364?filter=FODA</a>
<b>FOE</b> (LEGAL)	STUDENT DISCIPLINE: EMERGENCY AND ALTERNATIVE PLACEMENT	<a href="https://pol.tasb.org/Policy/Code/364?filter=FOE">https://pol.tasb.org/Policy/Code/364?filter=FOE</a>
<b>FOF</b> (LEGAL)	STUDENT DISCIPLINE: STUDENTS WITH DISABILITIES	<a href="https://pol.tasb.org/Policy/Code/364?filter=FOF">https://pol.tasb.org/Policy/Code/364?filter=FOF</a>
<b>GRA</b> (LOCAL) (LEGAL)	RELATIONS WITH GOVERNMENTAL ENTITIES-STATE AND LOCAL GOVERNMENTAL AUTHORITIES	<a href="https://pol.tasb.org/Policy/Code/364?filter=GRA">https://pol.tasb.org/Policy/Code/364?filter=GRA</a>



**Garland Independent School District  
Board of Trustees**

**Date of Meeting:** 07/27/21  
**Agenda Item:** Resolution for Cameras in Self-Contained Classrooms  
**Agenda Section:** Action Items  
**Administrator Responsible:** Bentley Parker  
Interim Executive Director Special Education

**Board Goal Objective:**

**OBJECTIVE H: STUDENT MANAGEMENT**

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

**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:**

Information on turning on cameras in self-contained classrooms and placing cameras in self-contained classrooms that are not installed will be presented in the form of a resolution for Board consideration.

**Administrative Recommendations:** Administration recommends approval.

# *Memo*

To: GISD School Board Trustees

From: Dr. Bentley Parker, Interim Executive Director Special Education

CC: Dr. Ricardo López, GISD Superintendent  
Dr. Susanna Russell, GISD Chief Leadership Officer  
Dr. Kimberly Caddell, GISD Assistant Superintendent Curriculum and Instruction

Date: 7/21/21

Subject: Cameras in Self-Contained Special Education Classrooms

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During the upcoming School Trustee Board Meeting scheduled for Tuesday, July 27, 2021, Trustees will be presented with a Resolution on Video Cameras in Special Education Classrooms. During the School Trustee District Affairs Committee Meeting, dated Tuesday July 20, 2021 it was presented that 59 classrooms would be covered in the Resolution. The number of classrooms covered in this Resolution will be 56 because of the programmatic moves of self-contained classrooms to open the 2021/2022 school year.

The following documents are attached for your review and consideration:

- Copy of presentation shared during the July 20, 2021, District Affairs Committee Meeting,
- Copy of the Board Resolution, and
- List of current SPED classroom deployment.

# Cameras in Self-Contained Special Education Classrooms

## Cameras Initiated on First Day of School

TASB Guidance on Cameras

GISD Special Education – Video/Audio Monitoring Policy (EHBAF-LEGAL)

GISD Special Education – Video/Audio Monitoring Policy (EHBAF-Local)

## Cameras Purpose

Cameras in the classrooms are one tool that will help the district to assure the safety and protection of students in self-contained classrooms.

Cameras will provide evidence if something unexpected occurs in the classroom.

Cameras provide peace of mind to teachers when an incident occurs.

3

## Additional Cameras Requested

Presently there are 59 classrooms with cameras installed.

The district needs to add cameras to self-contained classrooms not already equipped.

Security has funds budgeted for this request.



4

## **Cameras Resolution**

**Ms. Ray has provided a Resolution for consideration by the Board to request cameras being activated. and new cameras being placed in classrooms.**

**This resolution will be repeated yearly.**

**A RESOLUTION OF THE BOARD OF TRUSTEES OF THE GARLAND  
INDEPENDENT SCHOOL DISTRICT TO CONDUCT VIDEO AND AUDIO  
SURVEILLANCE IN SELF-CONTAINED CLASSROOMS**

**WHEREAS**, in order to promote student safety in special education self-contained classrooms, the Garland Independent School District seeks to enable video and audio surveillance in existing classrooms where cameras have already been placed;

**WHEREAS**, Texas Education Code 29.022, provides that a Board of Trustees may request cameras for self-contained classrooms or special education settings at multiple campuses. As of this date, there are fifty nine (59) cameras currently installed at various campuses within the District.

**WHEREAS**, there should not be a significant cost associated with this resolution, as this resolution will allow existing cameras in self-contained classrooms to be activated on the first day of school of this school year, August 2, 2021. The camera surveillance will remain activated until the last day of instruction for the 2021-2022 school year.

**NOW, THEREFORE, BE IT RESOLVED:**

1. That the findings and recitals in the preamble of this Resolution are hereby found to be true and correct and are hereby approved and adopted.
2. The Board of Trustees of Garland Independent School District commits to promoting student safety in special education self-contained classrooms;
3. This Resolution shall take effect immediately upon its passage to illustrate Garland Independent School District's commitment to student safety;
4. All cameras currently located in special education self-contained classrooms will be activated on the first day of the 2021-2022 school year and remain activated until the last day of instruction of the 2021-2022 school year.

PASSED AND ADOPTED this 27th day of July, 2021.

By:

\_\_\_\_\_  
Jaimie Miller, President

ATTEST:

By:

\_\_\_\_\_  
Linda Griffin, Secretary

Resolution to Conduct Video and Audio Surveillance in Self-Contained Classrooms

Special Education CCTV Camera Deployment Summary

Location	Room Number(s)	Number of Camera
Austin	41,43	3
Brandenburg	3,4	3
Bussey	716,720	3
Carver	101,109	5
Centerville	10,12	4
Couch	101	3
Coyle	31	2
Daugherty	1007C,1009C	5
Davis	509	2
Dorsey	109,110	4
Garland High	A122,A128	4
Hickman	142	2
Hudson	14,22	9
Lister	K01	2
Naaman Forest	202,204	4
North Garland	302,303,308	5
O'Banion	8A	1
ParkCrest	22,23	2
Rowlett High	1150,1152,1154	7
Sachse High	122,124,126,128,132	21
Houston	102,104	2
Schrade	514,516	4
Sellers	29	1
Shugart	43,44	3
Shorehaven	38	2
Southgate	46	3
Steadham	405,406	4
Toler	200	2
Webb	B14	4
Williams	203	2



## Garland Independent School District Board of Trustee

**Date of Meeting:** July 27, 2021

**Agenda Item:** Consider Approval of Local Policies from  
TASB Update 117

**Agenda Section:** Action Item

**Administrator Responsible:** Lisa Ray  
General Counsel

### 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 #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.

### Summary/Background Information:

Update 117 includes policy revisions in response to the declared catastrophes and to revise state rules and provisions from the 86<sup>th</sup> Legislative Session that are effective January 1, 2021.

- Delegation of Authority to the Superintendent to approve contracts for replacement, construction, or repair of equipment or facilities in event of a catastrophe, emergency or natural disaster;
- Leaves and Absences

CH (LOCAL)	PURCHASING AND ACQUISITION
CV (LOCAL)	FACILITIES CONSTRUCTION
DEC (LOCAL)	COMPENSATION AND BENEFITS LEAVES AND ABSENCES

**Administrative Recommendations:**

Administration recommends approval.

# Explanatory Notes

## TASB Localized Policy Manual Update 117

### Garland ISD

#### **AIC(LEGAL) ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS**

Administrative Code provisions amended effective January 5, 2021, address program performance regarding certain special student populations. The rules address supervision and monitoring reviews and require the commissioner to assign districts an annual determination level based on performance of the special student populations.

#### **BBC(LEGAL) BOARD MEMBERS: VACANCIES AND REMOVAL FROM OFFICE**

We have streamlined the reference to CH(LEGAL) regarding board member removal for purchasing violations.

#### **BBD(EXHIBIT) BOARD MEMBERS: TRAINING AND ORIENTATION**

As approved by the State Board of Education in November 2020, the Framework for School Board Development has been extensively revised.

#### **BJCE(LEGAL) SUPERINTENDENT: SUSPENSION/TERMINATION DURING CONTRACT**

Changes to this legally referenced policy on suspension of the superintendent without pay and termination during the contract term were prompted by Administrative Code revisions effective January 11, 2021.

#### **C(LEGAL) BUSINESS AND SUPPORT SERVICES**

The C Section table of contents has been revised to rename CHE to Vendor Disclosures and Contracts.

#### **CBB(LEGAL) STATE AND FEDERAL REVENUE SOURCES: FEDERAL**

The federal Department of Education issued correcting amendments to the Uniform Guidance for Grants and Agreements, effective February 22, 2021, resulting in a change to the provisions on cooperative purchasing in this legally referenced policy. Citations have also been updated.

#### **CH(LEGAL) PURCHASING AND ACQUISITION**

Update 117 includes a reorganization of the purchasing and facilities construction legally referenced policies in the CH and CV series.

As part of the reorganization, we have:

- Added cross-references to other pertinent policy codes to eliminate duplicated material;
- Added existing provisions on site-based purchasing;
- Reordered and adjusted provisions for clarity and to better match statutory wording;
- Moved to CHE(LEGAL) provisions on required vendor disclosures and contract provisions and lobbying restrictions; and
- Moved detailed provisions on competitive bidding to CVA(LEGAL).

Provisions on purchasing recycled products were added from new Administrative Code rules, effective July 2, 2020.

#### **CH(LOCAL) PURCHASING AND ACQUISITION**

The major winter storms earlier this year caused extensive damage to many district facilities. Based on district requests for additional flexibility in such emergency circumstances, we recommend a new provision delegating authority to the superintendent to contract for the replacement, construction, or repair of equipment or facilities in the event of a catastrophe, emergency, or natural disaster affecting the district if

# Explanatory Notes

## TASB Localized Policy Manual Update 117

### Garland ISD

emergency replacement, construction, or repair is necessary for the health and safety of district students and staff. The superintendent must report to the board any contracts made under the delegated authority at the next regular meeting.

The recommended text also clarifies that the delegation *does not* permit the superintendent to act under Education Code 44.031(h) to make purchases without following normal competitive purchasing requirements; the board must take action to waive any Chapter 44 provisions in accordance with law.

**The recommended delegation provision is optional. Please carefully review the new text to ensure it aligns with the district's practices and contact the district's policy consultant if your district does not wish to add this provision or has other revisions.**

TASB Legal Services' eSource article [Emergency Management for Texas Public Schools](#) provides additional information on purchasing in emergency situations.

The *Legal Issues in Update 117* memo describes common legal concerns and best practices specific to [this policy topic](#).

### CH(REGULATION) PURCHASING AND ACQUISITION

Our records indicate that you have a regulation at this code that you may need to review and revise in light of the changes in this update. Please advise us:

- If this regulation is obsolete and should be deleted from your localized policy manual; or
- If you have revisions that you wish to submit for editorial and legal review and incorporation into your localized policy manual.

### CHE(LLEGAL) PURCHASING AND ACQUISITION: VENDOR DISCLOSURES AND CONTRACTS

This legally referenced policy has been reorganized to focus on required vendor disclosures and contract provisions. This material has been moved from CH(LLEGAL).

In addition, we have:

- Included references to other pertinent codes and deleted material duplicated at other policy codes; and
- Reordered and adjusted provisions for clarity and to better match statutory wording.

### CL(LLEGAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT

New Administrative Code rules, effective July 2, 2020, prompted revisions to provisions on recycling programs.

Provisions on pool sanitation and safety standards have been streamlined to refer to the relevant legal guidance.

### CV(LLEGAL) FACILITIES CONSTRUCTION

Update 117 includes a reorganization of the purchasing- and construction-related legally referenced policies in the CH and CV series.

As part of the reorganization, we have:

- Added cross-references to other pertinent policy codes to eliminate duplicated material; and
- Reordered and adjusted provisions for flow and to better match statutory wording.

# Explanatory Notes

## TASB Localized Policy Manual Update 117

### Garland ISD

#### **CV(LOCAL) FACILITIES CONSTRUCTION**

For ease of reference and to align with recommended changes at CH(LOCAL) on delegation to the superintendent for emergency contracting, Policy Service recommends adding a Note referring to CH(LOCAL) for those provisions.

The *Legal Issues in Update 117* memo describes common legal concerns and best practices specific to [this policy topic](#).

#### **CVA(LEGAL) FACILITIES CONSTRUCTION: COMPETITIVE BIDDING**

Provisions on identical, competitive bids have been moved from CH(LEGAL). In addition, a provision on making bid evaluations public has been moved to this policy from CV(LEGAL). Other revisions are to delete material duplicated at other policy codes and adjust language for clarity and to better match statutory wording.

#### **CVB(LEGAL) FACILITIES CONSTRUCTION: COMPETITIVE SEALED PROPOSALS**

A cross-reference has been added to procurement processes included at other policy codes, and duplicated material has been deleted. Other revisions are to adjust language for clarity and to better match statutory wording.

#### **CVC(LEGAL) FACILITIES CONSTRUCTION: CONSTRUCTION MANAGER-AGENT**

Additional detail has been added regarding the construction manager-agent method. A cross-reference has been added to procurement processes included at other policy codes, and duplicated material has been deleted. Other revisions are to adjust language for clarity and to better match statutory wording.

#### **CVD(LEGAL) FACILITIES CONSTRUCTION: CONSTRUCTION MANAGER-AT-RISK**

Additional detail has been added regarding the construction manager-at-risk method. A cross-reference has been added to procurement processes included at other policy codes, and duplicated material has been deleted. Other revisions are to adjust language for clarity and to better match statutory wording.

#### **CVE(LEGAL) FACILITIES CONSTRUCTION: DESIGN-BUILD**

A cross-reference has been added to procurement processes included at other policy codes, duplicated material has been deleted, and provisions have been reordered for flow. Other revisions are to adjust language for clarity and to better match statutory wording.

#### **CVF(LEGAL) FACILITIES CONSTRUCTION: JOB ORDER CONTRACTS**

A cross-reference has been added to procurement processes included at other policy codes, duplicated material has been deleted, and provisions have been reordered for flow. Other revisions are to adjust language for clarity and to better match statutory wording.

#### **DEC(LOCAL) COMPENSATION AND BENEFITS: LEAVES AND ABSENCES**

The events of the past year have highlighted the need for additional flexibility regarding administration of leave. TASB Policy, Legal, and HR Services collaborated on the recommended revisions to this policy, which remove administrative details not required to be in board policy and that may be more appropriately addressed elsewhere, such as in the employee handbook.

To support the removal of these administrative details, a new paragraph directs the superintendent to develop administrative regulations to implement the policy. [Remember that BJA(LOCAL) permits the superintendent to delegate this responsibility as appropriate.] In addition, TASB HR Services has:

# Explanatory Notes

## TASB Localized Policy Manual Update 117

### Garland ISD

- Created a corresponding [Framework for Developing Leaves and Absences Procedures](#), with prompts and placeholders for administrative decisions; and
- Revised the 2021–22 *Model Employee Handbook* to address administrative provisions removed from the policy.

Other changes include:

- Adding a definition of *school year* that aligns with terminology in the TASB sample contracts and that provides context for references to the term elsewhere in the policy.
- Relocating provisions on concurrent use of leave and compensatory time to the sections addressing temporary disability leave and family and medical leave.
- Streamlining of family and medical leave provisions to eliminate information not necessary in board-adopted policy.
- Adding a clear statement to reflect that the district does not permit paid leave offset in conjunction with workers' compensation benefits.
- Revising terminology from *reimbursement* to *payment* for unused leave to reflect that employees are receiving payment for days of accumulated leave upon retirement.

New recommended provisions on state personal leave clarify that:

- Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.
- In approving or denying requests for the discretionary use of leave, the district will also consider how the duration of the requested absence affects the educational program and district operations.

The *Legal Issues in Update 117* memo describes common legal concerns

**Please note:** For clarity and consistency with policy style, the district's locally developed text throughout the policy has been lightly edited.

### EHAA(LEGAL)

### BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ALL LEVELS)

New Administrative Code rules address the requirement for districts to provide instruction in positive character traits, which can be met through a stand-alone course or by integrating the TEKS into other courses. The rules address the frequency of instruction by grade bands and are effective for the 2021–22 school year.

### EHBA(LEGAL)

### SPECIAL PROGRAMS: SPECIAL EDUCATION

Revised Administrative Code rules, effective March 14, 2021, address various special education provisions and:

- Provide more detail on instructional arrangements;
- Include a definition of *regular school day* for the purpose of determining the instructional arrangement; and
- Update citations to funding statutes.

# Explanatory Notes

## TASB Localized Policy Manual Update 117

### Garland ISD

#### **EHBAA(LLEGAL)**

#### **SPECIAL EDUCATION: IDENTIFICATION, EVALUATION, AND ELIGIBILITY**

Provisions on a district's obligation to refer for evaluation and the definition of a *child with a disability* have been updated based on revised Administrative Code rules, effective March 14, 2021. Other changes are to better reflect statute.

#### **EHBAB(LLEGAL)**

#### **SPECIAL EDUCATION: ARD COMMITTEE AND INDIVIDUALIZED EDUCATION PROGRAM**

As a result of revised Administrative Code rules effective March 14, 2021, we have updated text regarding establishment of the admission, review, and dismissal (ARD) committee and added a provision addressing a district's overall responsibility for all of the functions of the IEP team and ARD committee. Citations have also been updated.

#### **EHBAC(LLEGAL)**

#### **SPECIAL EDUCATION: STUDENTS IN NONDISTRICT PLACEMENT**

From revised Administrative Code rules effective March 14, 2021, we have added a provision requiring the district to notify TEA within 30 calendar days of an ARD committee's decision to place a student in a residential education program.

#### **EHBAD(LLEGAL)**

#### **SPECIAL EDUCATION: TRANSITION SERVICES**

Revised Administrative Code rules, effective March 14, 2021, prompted a revision to the graduation provisions and updates to cites throughout this legally referenced policy.

#### **EHBC(LLEGAL)**

#### **SPECIAL PROGRAMS: COMPENSATORY/ACCELERATED SERVICES**

Revisions regarding approval of an optional flexible school day program are from revised Administrative Code rules, effective December 6, 2020.

#### **EIF(LLEGAL)**

#### **ACADEMIC ACHIEVEMENT: GRADUATION**

Details have been added on the graduation of students receiving special education services who entered grade nine after the 2014–15 school year. The changes come from revised Administrative Code rules effective March 14, 2021.

In addition, we have replaced detailed provisions on graduation of students receiving special education services who entered grade nine before the 2014–15 school year with a reference to the relevant Administrative Code provision. Citations have been updated throughout.

#### **EKB(LLEGAL)**

#### **TESTING PROGRAMS: STATE ASSESSMENT**

In accordance with House Bill 3906 (86th Legislative Session) and effective September 1, 2021, the reference to the separate writing assessment in grades 4 and 7 has been removed.

#### **EL(LLEGAL)**

#### **CAMPUS OR PROGRAM CHARTERS**

We have added provisions that a district is entitled to additional state aid if the district was under contract during the 2017–18 school year or is under renewal of such a contract to jointly operate a campus or campus program under Education Code 11.157 (Contracts for Educational Services). Details may be found in revised Administrative Code rules, effective March 30, 2021.

Explanatory Notes  
TASB Localized Policy Manual Update 117

**Garland ISD**

**FFAC(LEGAL)**

**WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT**

New Administrative Code rules, effective February 18, 2021, address maintenance and administration of unassigned asthma medication for districts that choose to implement such a program. Contact your policy consultant if your district has a program but lacks local policy provisions.

See FFAC in the [\*TASB Regulations Resource Manual\*](#).

**Compliance with Law**

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

**Construction Contracts**

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above \$75,000, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

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**Note:** For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

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**Change Orders**

Change orders permitted by law shall be approved by the Board or its designee prior to any changes being made in the approved plans or the actual construction of the facility.

A change order may involve an extra amount of funds due to the contractor, a credit due to the District, or a change requiring no additional funds in the contractual agreement. Funding for change orders shall be provided from a general contingency fund that is approved for each project.

**Construction Contingency Funds**

Construction contingency funds shall be provided for the correction of design errors or omissions, the implementation of minor functional changes, the initiation of changes that create a betterment of the design, the rectification of concealed conditions, and the adjustment of construction due to delays caused by changes in the availability of materials due to strikes, natural disasters, and the like. Contingency funds are obligated through the issuance of contract change orders.

A contingency fund shall be established for all capital projects. The contingency fund for projects that include only new construction shall be two percent of the final estimated project cost. On projects that include substantial renovation of an existing building, the amount of the contingency fund shall be based on the complexity

FACILITIES CONSTRUCTION

CV  
(LOCAL)

and extent of the renovation. When circumstances dictate that a higher percentage of contingency will be necessary for a project, the administration shall submit a recommendation to the Board at the time the project is submitted for final approval. Any increase of contingency funds following the award of a construction project shall be approved by the Board.

**Change Order  
Procedures**

The following guidelines have been established by the Board for the District to implement change orders:

1. In accordance with Board policy and approval of the contingency fund for the project, the administration shall be authorized to approve change orders and payments.
2. Change orders to initiate work covered by a specific purpose allowance may be authorized by the administration.
3. Change orders of an emergency nature, where there is a construction budget for such funds, shall be authorized by the administration up to an amount required to eliminate the emergency condition. The change orders of an emergency nature shall be submitted to the Board for ratification.

**Project  
Administration**

All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects and shall also provide information to the general public.

**Final Payment**

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board or the Board's designee has accepted the work.

**Construction  
Allowances**

Specific purpose allowances are funds designated in contract specifications for special equipment, repairs, furnishings, and the like that may not be finally determined at the time of the contract signing. The estimated allowances shall become a part of the bid by the contractor and shall be approved by the Board when a contract is awarded. Any unused funds shall revert to the District by an approved change order.

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

**Leave  
Administration**

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

**Definitions**

The term "immediate family" is defined as:

**Immediate Family**

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee's household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

**Family Emergency**

The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.

**Leave Day**

A "leave day" for purposes of earning, ~~using~~**use**, or recording ~~of~~ leave shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.

**School Year**

A "school year" for purposes of earning, using, or recording leave shall mean the term of the employee's annual employment as set by the District for the employee's usual assignment, whether full-time or part-time.

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**Note:** For District contribution to employee insurance during leave, see CRD(LOCAL).

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**Availability**

The District shall make state personal leave for the current year available for use at the beginning of the school year. When an employee is present for his or her first duty day of the school year, local leave shall be made available for use at the beginning of the school year. If an employee is not present on his or her first duty day of the school year, local leave shall be made available for use at the beginning of the school year, but the employee shall be sub-

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

ject to earning any local leave taken when the employee returns to work.

~~State Earning Local~~  
~~Leave~~

~~When an employee is not present on his or her first duty day of the school year, the employee shall not earn any local leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.~~

~~Deductions~~

~~Leave Without Pay~~

~~The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.~~

~~Leave Proration~~

~~Employed for  
Less Than Full  
Year~~

If an employee separates from employment with the District before his or her last duty day of the school year, or begins employment after the first duty day of the school year, state personal leave and local leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.:

- ~~1. State personal leave the employee used beyond his or her pro rata entitlement for the school year;~~
- ~~2. Local leave, if the employee was present on his or her first duty day of the school year, that the employee used beyond his or her pro rata entitlement for the school year; and~~
- ~~3. Local leave, if the employee was not present on his or her first duty day of the school year, that the employee used but had not earned as of the date of separation.~~

~~Employed for Full  
Year~~

~~If an employee who was not present on his or her first duty day of the school year uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.~~

~~Recording~~

~~Leave shall be recorded as follows:~~

- ~~1. For positions for which a substitute is normally required, leave shall be recorded in half-day increments, even if a substitute is not employed.~~
- ~~2. For positions for which a substitute is not normally required, leave shall be recorded on an hourly basis.~~

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

~~3. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.~~

**Order of Use**

~~Earned compensatory time shall be used before any available paid state and local leave. [See DEA]~~

~~Available leave shall be used in the order determined by each employee.~~

**Concurrent Use of Leave**

~~When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.~~

~~The District shall require the employee to use temporary disability leave and paid leave, including compensatory time, concurrently with FMLA leave.~~

~~An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.~~

**Medical Certification**

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than five consecutive workdays because of personal illness or more than three consecutive workdays for illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; **or**
- ~~3.~~ **3.** The employee requests FMLA leave for the employee's serious health condition; **a serious health condition** ~~or that of the employee's~~ **a** spouse, parent, or child; **or**
- ~~4.3.~~ **4.3.** ~~The employee requests FMLA leave~~ for military caregiver **leave** ~~purposes.~~

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

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~~**Note:** For District contribution to employee insurance during leave, see CRD(LOCAL).~~

---

**State Personal Leave**

The Board requires employees to differentiate the manner in which state personal leave is used. :

**Nondiscretionary** ~~Non-discretionary~~ Use

- ~~1.4.~~ **1.4.** **Nondiscretionary** ~~Non-discretionary~~ use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Discretionary Use

2.5. Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

*Limitations*

Request for  
Leave

In deciding whether to approve or deny a request for discretionary use of state personal leave, the immediate supervisor or designee in accordance with administrative regulations. In deciding whether to approve or deny state personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and District operations, as well as the availability of substitutes.

Restrictions

No employee shall be granted discretionary use of state personal leave on days scheduled for state-mandated assessments. Individual supervisors may also restrict the use of state personal leave for discretionary purposes on other days. These restrictions shall be communicated by individual supervisors to their employees.

Local Leave

Each employee shall receive two paid local leave days per school year in accordance with administrative regulations. If an employee is not present on his or her first duty day of the school year, the employee must earn the two paid local leave days in accordance with administrative regulations.

Local leave shall accumulate without limit.

Local leave shall be used according to the terms and conditions of state personal leave. [See State Personal Leave, above]

Extended Sick Leave

After all available paid state and local leave days and any applicable compensatory time have been exhausted, an employee shall be granted, for the duration of his or her employment with the District, a maximum of 30 leave days of extended leave to be used according to the terms and conditions of state sick leave accumulated before the 1995-96 school year [see DEC(LEGAL)] or for absences related to the birth or placement of a child when leave is taken within the first year after the child's birth, adoption, or foster placement.

A written request for extended leave must be made to the employee's supervisor and, if leave will be taken for illness or injury of the

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

employee or of an employee's immediate family, the request must be accompanied by medical certification of the illness or injury.

The District shall deduct the average daily rate of pay of a substitute for the employee's position ~~shall be deducted~~ for each day of extended leave taken, whether or not a substitute is employed, or one-half of the employee's daily rate shall be deducted for each day of extended leave taken, whichever results in the greater payment to the employee.

**Family and Medical Leave**

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

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**Note:** See DECA(LEGAL) for provisions addressing FMLA.

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Twelve-Month Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be July 1 through June 30.

Combined Leave for Spouses

**When** if both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. ~~{See DECA(LEGAL)}~~

Intermittent or Reduced Schedule Leave

The District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. ~~{See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.}~~

Certification of Leave

**When** if an employee requests leave, the employee shall provide certification, in accordance with ~~as required by~~ FMLA regulations, of the need for leave. ~~{See DECA(LEGAL)}~~

Fitness-for-Duty Certification

In accordance with administrative regulations, **when** if an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. ~~If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.~~

Leave at the End of Semester ~~Leave~~

**When** if a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. ~~{See DECA(LEGAL), LEAVE AT THE END OF A SEMESTER}~~

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

<del>Failure to Return</del>	<del>If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), RECOVERY OF BENEFIT COST]</del>
<b>Temporary Disability Leave</b>	<p>Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent <del>or designee</del> as a request for temporary disability leave.</p> <p>The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.</p>
<b>Workers' Compensation</b>	<p><b>Note:</b> Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. <del>[See GRD(LOCAL) regarding payment of insurance contribution during employee absences.]</del></p>
<b>No Paid Leave Offset</b>	<p><u>An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.</u></p> <p>The District shall not permit the option <del>An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.</del></p> <p><del>An employee eligible</del> for paid leave offset in conjunction with workers' compensation income benefits. [See CRE], <del>and not on assault leave, may elect in writing to use paid leave.</del></p>
<b>Court Appearances</b>	<p>Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.</p>
<b>Payment Reimbursement for Accumulated Leave Upon Retirement</b>	<p>The following leave provisions shall apply to state and local leave accumulated <del>earned</del> beginning on the original effective date of this program.</p>

COMPENSATION AND BENEFITS  
LEAVES AND ABSENCES

DEC  
(LOCAL)

An employee who retires from the District shall be eligible for ~~payment~~ ~~reimbursement~~ for ~~accumulated~~ state and local leave under the following conditions:

1. The employee's retirement is voluntary, i.e., the employee is not being discharged or nonrenewed.
2. The employee provides documentation of retirement through the Texas Teacher Retirement System (TRS).
3. The employee has at least ten years of service with the District.

The employee shall ~~receive payment~~ ~~be reimbursed~~ for each day of ~~accumulated~~ ~~unused~~ state and local leave, to a maximum of 20 days, at the employee's daily rate of pay immediately preceding retirement. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.

The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.

<b>Purchasing Authority</b>	<p>The Board delegates to the Superintendent or purchasing director the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs, in the aggregate, \$75,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.</p>
Exceptions	<p>Renewal of contracts shall not require Board approval unless material changes occur after the initial approval. [See CH(REGULATION)]</p> <p>The Board delegates to the Superintendent or purchasing director authority to accept or reject all bids and proposals for the purchase of food items.</p> <p>A purchase utilizing an interlocal contract, or a cooperative or state purchasing program approved by the Board, shall be approved by the Superintendent or purchasing director.</p>
Exception for Emergency Contracts	<p>In the event of a catastrophe, emergency, or natural disaster affecting the District, the Board delegates to the Superintendent the authority to contract for the replacement, construction, or repair of school equipment or facilities in accordance with law, if emergency replacement, construction, or repair is necessary for the health and safety of District students and staff. The Superintendent shall report to the Board at the next regular meeting any contract made under this authority. [See Disaster Exception, CH(LEGAL)]</p> <p>The delegation regarding emergency contracts does not waive competitive purchasing requirements under Education Code Chapter 44. Only the Board is authorized to waive competitive purchasing requirements under limited circumstances in accordance with Education Code 44.031(h). [See Emergency Damage or Destruction, CH(LEGAL)]</p>
Purchasing Procedures	<p>The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]</p>
Purchasing Method	<p>The Board delegates to the Superintendent or purchasing director the authority to determine the method of purchasing in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate.</p>
<i>Competitive Bidding</i>	<p>If competitive bidding is chosen as the purchasing method, the Superintendent or purchasing director shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time</p>

PURCHASING AND ACQUISITION

CH  
(LOCAL)

for opening. Bids received after the specified time shall not be considered.

The District may reject any and all bids in accordance with state or federal law, as applicable.

*Competitive  
Sealed Proposals*

If competitive sealed proposals are chosen as the purchasing method, the Superintendent or purchasing director shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

The District may reject any and all proposals in accordance with state or federal law, as applicable.

Unsealed  
Competitive  
Proposals

A request for proposals may also be used as a procurement option to generate an unsealed competitive proposal. In this instance, the District may open the proposal upon receipt and begin the negotiation process for the goods or services. Results of such negotiations shall be made public after the contract has been awarded.

Electronic Bids or  
Proposals

Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.

The Board authorizes the use of Oracle iSourcing to transmit and receive electronic bids and proposals.

**Responsibility for  
Debts**

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

**Purchase  
Commitments**

DATE ISSUED:  
5/17/2021 11/10/2020  
UPDATE 117 LDU 2020.06  
CH(LOCAL)-X

PURCHASING AND ACQUISITION

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(LOCAL)

All purchase commitments shall be made by the Superintendent or purchasing director in accordance with administrative procedures, including the District's purchasing procedures.

**Personal Purchases**

District employees shall not be permitted to make purchases for personal use through the District's business office.

**Historically Under-Utilized Business Program**

The Board supports a historically under-utilized business program that ensures that the District will promote and encourage the participation of minority-owned businesses, women-owned businesses, and small businesses in the purchasing of all goods and services, including all construction services. The Superintendent and/or staff shall implement a business program to ensure that small, women-owned, and minority businesses are informed of current and future purchasing activities and that goals of this program are achieved.

**Implementation**

Nothing herein shall be construed to authorize or require expenditure of funds for goods and services apart from normal statutory purchasing processes.

**Definitions**

For the purpose of this action plan:

- "Small business" is defined as a concern that is independently owned and operated and that is not dominant in its field of operation. The business employs fewer than 50 employees and/or has less than \$3 million in annual business volume from this local operation.
- "Minority business" is a business concern that is at least 51 percent owned by one or more minority individual(s) or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more of the minority individual(s) and whose management and daily business operations are controlled by one or more of the minority individual(s) who own it. "Minority individuals" means residents of the United States who are members of the following groups: African Americans, Hispanics, American Indians, Asian Americans, Alaska natives, Pacific Islanders, and other individuals found to be economically and socially disadvantaged by the Small Business Administration under section (a) of the Small Business Act.
- "Women business enterprise" means a business concern that follows the same guidelines as a minority business enterprise but that is owned by women.
- "Certification." Any business wishing to be identified by the District as a small, women-owned, or minority business shall be certified. [See CH(REGULATION)]



**Garland Independent School District  
Board of Trustees**

**Date of Meeting:** July 27, 2021

**Agenda Item:** Consider Approval of Purchase of Disposable Products for Student Nutrition Services (SNS)  
One (1) Year

**Agenda Section:** Action Item

**Administrator Responsible:** Dr. Shelley Garrett  
Assistant Superintendent of Safety and Operations

**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 disposable products for student nutrition services (SNS) for the District, discussed in the July 20, 2021 Finance Committee Meeting. It is staff's recommendation that the bid be awarded as indicated below.

See Attached List.

The estimated total amount of the bid is not to exceed \$900,000. Bid tab sheets will be provided under separate cover. Potential funding is indicated below.

**National School Breakfast and Lunch Program (240)**

**Administrative Recommendations:**

Provided for your consideration.

**ADMINISTRATION RECOMMENDATION  
FOR BOARD OF TRUSTEES APPROVAL**

**RECOMMENDATION:**

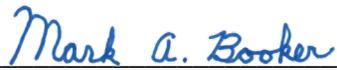
It is the administration's recommendation that the offer(s) for **Disposable Products for Student Nutrition Services (SNS)** from the company or companies listed below provides the best value to the Garland Independent School District.

See Attached List

**NOT TO EXCEED AMOUNT:**

**\$ 900,000**

<b>Procurement Method:</b>	Request for Bid
<b>Contract Number:</b>	9-21
<b>Contract Term:</b>	One (1) year
<b>Potential Funding Source:</b>	(240 National School Breakfast and Lunch Program)



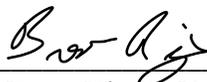
Mark A. Booker  
Executive Director of Purchasing



Shelley Garrett, Ed.D  
Assistant Superintendent of  
Safety and Operations

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: June 10, 2021

To: Diane Fields, Buyer

From: Jennifer Craig, Assistant Director of Student Nutrition Services

RE: Recommendation to Award RFB 9-21 Disposable Products for Student Nutrition Services (SNS)

---

**Action Required**

New Award

**Material/Service**

Disposable items for student meal service, preparation and cleaning.

**Purpose**

For use by SNS staff in student meal service, preparation and cleaning.

**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**

\$900,000 – 240 National School Breakfast and Lunch Program

RFB 9-21 Disposable Products for Student Nutrition Services (SNS)  
Awarded Suppliers

Braun Beef Co

Byrne Bros Foods, Inc.

Central Poly-Bag Corporation

Daxwell

Dispose N Save

Empire Paper Company

Infinity Supply and Service Incorporated

Last Group Enterprises

M.A.N.S. Distributors, Inc.

MyEcoPlanet, LLC

Pollock Paper Distributions

Pyramid School Products

Serv Pak Products

Wedge Supply

BID TABULATION  
GARLAND INDEPENDENT SCHOOL DISTRICT

Auction Title:9-21 Disposable Products for Student Nutrition Services (SNS)	Bid Rfq Num: 32459
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4NS - Not To Specifications  
9PS - Failed to Provide Product Sample  
9DB - Did not bid all items  
4BV - Best Overall Value for this group of Items (21-26)  
NA - No Award  
3PP - Poor Product Performance

\*Confidential

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Supplier	Price	Extended Price
1	Y		Aluminum foil, 18" x 500', heavy duty, .001 gauge, weight 10.7 lbs. per case, 1 roll/box.	400	RL	BYRNE BROS FOODS INC		
						M.A.N.S. DISTRIBUTORS INC	16.99	6,796.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	17.80	7,120.00
						BRAUN BEEF CO INC	19.26	7,704.00
						WEDGE SUPPLY INC	19.44	7,776.00
						LAST GROUP ENTERPRISES	19.68	7,872.00
						DAXWELL	20.32	8,128.00
						POLLOCK PAPER DISTRIBUTORS	20.65	8,260.00
						EMPIRE PAPER COMPANY	25.05	10,020.00
						2	Y	
WEDGE SUPPLY INC	11.26	4,504.00						
LAST GROUP ENTERPRISES	11.39	4,556.00						
DAXWELL	11.51	4,604.00						
POLLOCK PAPER DISTRIBUTORS	11.96	4,784.00						
BYRNE BROS FOODS INC		1,800.00						
M.A.N.S. DISTRIBUTORS INC	15.45	6,180.01						
INFINITY SUPPLY AND SERVICE INCORPORATED	16.50	6,600.00						
EMPIRE PAPER COMPANY	17.41	6,964.00						
PLASTIC CONNECTIONS INC								
3	Y		Aprons, domestic made, 1 mil. White hot cast embossed polyethylene apron, 28" x 46" with extra long ties, , pkg. 5/100 boxes per cs.	500	BX	WEDGE SUPPLY INC	5.37	2,685.00
						POLLOCK PAPER DISTRIBUTORS	9.66	4,830.00
						EMPIRE PAPER COMPANY	22.10	11,050.00
						DISPOSE N SAVE	38.00	19,000.00
						M.A.N.S. DISTRIBUTORS INC	75.00	37,500.00
						BYRNE BROS FOODS INC		
						INFINITY SUPPLY AND SERVICE INCORPORATED	78.20	39,100.00
						MCLANE EXPRESS INCORPORATED		
						4		4NS

The District solicited 429 suppliers and received 19 responses.

BID TABULATION  
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Supplier	Price	Extended Price
		9PS				POLLOCK PAPER DISTRIBUTORS	32.21	25,768.00
	Y					M.A.N.S. DISTRIBUTORS INC	33.48	26,784.00
						BYRNE BROS FOODS INC		27,048.00
						WEDGE SUPPLY INC	35.78	28,624.00
						MCLANE EXPRESS INCORPORATED		28,688.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	36.20	28,960.00
						EMPIRE PAPER COMPANY	37.24	29,792.00
5	Y		Bag, Grocery, brown, 1/6-57, 1/6 barrel, 500 ct./bale. Submit Sample	10	BL	EMPIRE PAPER COMPANY	59.68	596.80
						POLLOCK PAPER DISTRIBUTORS	61.93	619.30
						M.A.N.S. DISTRIBUTORS INC	63.00	630.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	63.50	635.00
						WEDGE SUPPLY INC	63.92	639.20
						BYRNE BROS FOODS INC		651.00
	6		9PS	BAG, T-SHIRT, 1000/CS	1000	CS	WEDGE SUPPLY INC	NB
Y						EMPIRE PAPER COMPANY	17.16	17,160.00
						M.A.N.S. DISTRIBUTORS INC	17.50	17,500.00
						LAST GROUP ENTERPRISES	17.55	17,550.00
						BYRNE BROS FOODS INC		17,700.00
						MCLANE EXPRESS INCORPORATED		18,251.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	18.61	18,610.00
						POLLOCK PAPER DISTRIBUTORS	19.69	19,690.00
						DISPOSE N SAVE	22.34	22,340.00
7		Y		Paper Sacks, white, 8 lb., 500/pk. (packed 4/500 per bale). Must purchase in bale quantity only. Note: 40 pk = 10 bales	100	PK	POLLOCK PAPER DISTRIBUTORS	18.00
						M.A.N.S. DISTRIBUTORS INC	19.40	1,940.00
						BYRNE BROS FOODS INC		1,991.00
						EMPIRE PAPER COMPANY	19.91	1,991.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	20.35	2,035.00
						WEDGE SUPPLY INC	24.14	2,414.00
	8	Y		Bags, Sandwich, flip lock top, 6-1/2" X 7", domestic made, natural high molecular, high density polyethylene, .6 mil., clear, pkg. 2000/cs.	100	CS	EMPIRE PAPER COMPANY	8.01
						POLLOCK PAPER DISTRIBUTORS	9.03	903.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	9.34	934.00
						M.A.N.S. DISTRIBUTORS INC	9.34	934.00

The District solicited 429 suppliers and received 19 responses.

BID TABULATION  
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Supplier	Price	Extended Price
						BYRNE BROS FOODS INC		
						DISPOSE N SAVE	10.94	1,094.00
						WEDGE SUPPLY INC	19.77	1,977.00
9		9PS	Bags, Sandwich, zip lock top, 6-1/2" X 7", 2 mil., clear, pkg. 1000 per cs. Submit Sample	150	BX	EMPIRE PAPER COMPANY	10.64	1,596.00
	Y					POLLOCK PAPER DISTRIBUTORS	14.23	2,134.50
						INFINITY SUPPLY AND SERVICE INCORPORATED	20.88	3,132.00
						M.A.N.S. DISTRIBUTORS INC	20.88	3,132.00
						BYRNE BROS FOODS INC		
						DISPOSE N SAVE	21.82	3,273.00
						WEDGE SUPPLY INC	24.76	3,714.00
10			BAG, BAKERY SANDWICH KRAFT WITH FILM, 3 1/2" X 2 1/4" X 7 1/4" WITH WINDOW, 500/CS	300	CS	WEDGE SUPPLY INC	NB	NB
	Y					POLLOCK PAPER DISTRIBUTORS	NB	NB
						BYRNE BROS FOODS INC		
11			BAG, NATURAL PAPER WINDOW BAG, 5" X 7", 500/CS	300	CS	WEDGE SUPPLY INC	NB	NB
	Y					POLLOCK PAPER DISTRIBUTORS	NB	NB
						BYRNE BROS FOODS INC		
12	Y		Food Bag, 10" x 14", Domestic made, natural high molecular, high density polyethylene, .6 mil., clear, food storage/freezer bag in dispenser box, Approved Brand - Handgards Inc. #FB-14 or equal, pkg. 1000 per cs.	50	CS	DISPOSE N SAVE	9.34	467.00
						EMPIRE PAPER COMPANY	13.99	699.50
						POLLOCK PAPER DISTRIBUTORS	16.94	847.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	19.70	985.00
						M.A.N.S. DISTRIBUTORS INC	19.70	985.00
						BYRNE BROS FOODS INC		
						WEDGE SUPPLY INC	57.85	2,892.50
13	Y		Food Bag, 18" x 24", Domestic made, natural high molecular, high density polyethylene, .6 mil., clear, food storage/freezer bag in dispenser box, fits half sheet pan, Approved Brand - Handgards Inc. #FB-24 or equal, pkg. 250 per cs.	50	CS	DISPOSE N SAVE	8.82	441.00
						EMPIRE PAPER COMPANY	9.29	464.50
						INFINITY SUPPLY AND SERVICE INCORPORATED	11.12	556.00
						M.A.N.S. DISTRIBUTORS INC	11.12	556.01
						POLLOCK PAPER DISTRIBUTORS	11.26	563.00
						BYRNE BROS FOODS INC		
						WEDGE SUPPLY INC	89.04	4,452.00
14			Food Storage Bag, 27" x 37", Domestic made, natural high molecular, high density polyethylene, .6 mil., clear, Approved Brand - Handgards Inc. #FB-37 or equal, pkg. 200/cs. or similar.	50	CS	WEDGE SUPPLY INC	NB	NB
	Y					LAST GROUP ENTERPRISES	10.68	534.00

The District solicited 429 suppliers and received 19 responses.

RFB 9-21 Disposable Products for Student Nutrition Services (SNS)

BID TABULATION  
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Supplier	Price	Extended Price
						DISPOSE N SAVE	11.72	586.00
						EMPIRE PAPER COMPANY	12.59	629.50
						POLLOCK PAPER DISTRIBUTORS	14.91	745.50
						INFINITY SUPPLY AND SERVICE INCORPORATED	19.45	972.50
						M.A.N.S. DISTRIBUTORS INC	19.45	
						BYRNE BROS FOODS INC		1,000.00
15	Y		Rack Covers, 52" X 80", domestic made, natural high molecular, high density polyethylene, .6 mil., full bun rack cover in dispenser box, pkg. 1/50 ct.	150	CS	LAST GROUP ENTERPRISES	9.80	1,470.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	11.20	1,680.00
						M.A.N.S. DISTRIBUTORS INC	11.65	1,747.50
						WEDGE SUPPLY INC	12.04	1,806.00
						BYRNE BROS FOODS INC		
						EMPIRE PAPER COMPANY	12.88	1,932.00
						DISPOSE N SAVE	13.34	2,001.00
						POLLOCK PAPER DISTRIBUTORS	15.24	2,286.00
16	Y		FOOD CONTAINER, FOAM, WHITE, DISPOSABLE, 6OZ, DART #6SJ12 OR EQUIVALENT	300	CS	WEDGE SUPPLY INC	33.29	9,987.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	34.76	10,428.00
						BYRNE BROS FOODS INC		10,440.00
						POLLOCK PAPER DISTRIBUTORS	36.71	11,013.00
						EMPIRE PAPER COMPANY	40.51	12,153.00
17	Y		FOOD CONTAINER LID, 3-1/2" VENTED WHITE, POLYSTYRENE, MUST FIT 6 OZ FOOD CONTAINER, DART# 12JL OR EQUIVALENT	300	CS	WEDGE SUPPLY INC	18.38	5,514.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	19.42	5,826.00
						BYRNE BROS FOODS INC		5,850.00
						POLLOCK PAPER DISTRIBUTORS	20.27	6,081.00
						EMPIRE PAPER COMPANY	23.23	6,969.00
18	NA		Boxes, clear plastic. 6" square, 2 compartment. 300/cs. Approved Brand - Fabrikal #GS6-2. Submit sample.	150	CS	WEDGE SUPPLY INC	NB	NB
						INFINITY SUPPLY AND SERVICE INCORPORATED	67.30	10,095.00
						M.A.N.S. DISTRIBUTORS INC	67.30	10,095.00
						BYRNE BROS FOODS INC		10,150.00
						POLLOCK PAPER DISTRIBUTORS	70.81	10,621.50
						MCLANE EXPRESS INCORPORATED		10,774.50
19	NA		Boxes, clear plastic. 6" square, 4 compartment. 300/cs. Approved Brand - Fabrikal #GS6-4. Submit sample.	500	CS	WEDGE SUPPLY INC	NB	NB
						EMPIRE PAPER COMPANY	66.10	33,050.00

The District solicited 429 suppliers and received 19 responses.

BID TABULATION  
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Supplier	Price	Extended Price
						BYRNE BROS FOODS INC		
						INFINITY SUPPLY AND SERVICE INCORPORATED	67.30	33,650.00
						M.A.N.S. DISTRIBUTORS INC	67.30	33,650.01
						POLLOCK PAPER DISTRIBUTORS	70.81	35,405.00
						MCLANE EXPRESS INCORPORATED		35,915.00
20	NA		Lid, clear plastic, 6" square. Must fit 6" clear plastic boxes. 300/case. Approved brand- Fabrikal #LGS6. Submit sample.	120	CS	WEDGE SUPPLY INC	NB	NB
						EMPIRE PAPER COMPANY	41.21	4,945.20
						INFINITY SUPPLY AND SERVICE INCORPORATED	45.25	5,430.00
						M.A.N.S. DISTRIBUTORS INC	45.25	5,430.00
						BYRNE BROS FOODS INC		5,430.00
						POLLOCK PAPER DISTRIBUTORS	47.44	5,692.80
						MCLANE EXPRESS INCORPORATED		5,720.00
21	Y		Cups, 12oz. Clear plastic PET, 1000/case. Approved brand-Dart #TP12 or similar. Must have compatible lids and inserts. Submit sample.	120	CS	WEDGE SUPPLY INC	44.75	5,370.00
						EMPIRE PAPER COMPANY	45.72	5,486.40
						INFINITY SUPPLY AND SERVICE INCORPORATED	46.55	5,586.00
						BYRNE BROS FOODS INC		5,586.00
						POLLOCK PAPER DISTRIBUTORS	59.45	7,134.00
22			Lid, Dome w/whole must fit 12/16 oz. clear plastic PET cup (1,000/CS), Dart # DLR662 or similar. Submit Sample.	100	CS	EMPIRE PAPER COMPANY	27.43	2,743.00
						POLLOCK PAPER DISTRIBUTORS	33.40	3,340.00
	Y	4BV (22-26)				WEDGE SUPPLY INC	44.73	4,473.00
						BYRNE BROS FOODS INC		4,720.00
23			Cups, 16 oz., clear plastic PET cup, pkg. 1000/cs, Must have matching Lid and insert available, Dart # TR16 or similar. Submit Sample	500	CS	EMPIRE PAPER COMPANY	57.62	28,810.00
						WEDGE SUPPLY INC	62.92	31,460.00
						BYRNE BROS FOODS INC		31,460.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	65.25	32,625.00
						POLLOCK PAPER DISTRIBUTORS	69.73	34,865.00
24	N		Cup Insert, 3.5 oz clear 1000/CS. To fit 12/16oz. Clear Cup and lid. Dart #PF35C1 or Similar. Submit Sample	100	CS	POLLOCK PAPER DISTRIBUTORS	26.73	2,673.00
						WEDGE SUPPLY INC	46.91	4,691.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	48.77	4,877.00
						BYRNE BROS FOODS INC		4,877.00

The District solicited 429 suppliers and received 19 responses.

BID TABULATION  
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Supplier	Price	Extended Price
25	NA		Lid flat, 12/16 OZ X-SLOT, 1000/CS. Must fit 12/16 oz cup. Clear plastic. Submit Sample. Dart # 662TS or similar.	100	CS	WEDGE SUPPLY INC	19.94	1,994.00
						EMPIRE PAPER COMPANY	20.86	2,086.00
						POLLOCK PAPER DISTRIBUTORS	24.30	2,430.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	24.53	2,453.00
						BYRNE BROS FOODS INC		
26	Y	4BV (22-26)	Lid, Dome No Hole, Must fit 12/16oz clear plastic cup. Dart # DNR662 or similar. Submit Sample	300	CS	POLLOCK PAPER DISTRIBUTORS	24.30	7,290.00
						EMPIRE PAPER COMPANY	27.43	8,229.00
						WEDGE SUPPLY INC	54.95	16,485.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	57.04	17,112.00
						BYRNE BROS FOODS INC		
27	Y		Salad Containers, 9 X 5.5 in., bases & lids, Approved Brand - Par-Pak # 21116 or equal, pkg. 250/cs. Submit Sample	650	CS	WEDGE SUPPLY INC	NB	NB
						M.A.N.S. DISTRIBUTORS INC	55.55	36,107.50
						BYRNE BROS FOODS INC		
						INFINITY SUPPLY AND SERVICE INCORPORATED	55.75	36,237.50
						POLLOCK PAPER DISTRIBUTORS	56.12	36,478.00
						MCLANE EXPRESS INCORPORATED		
28	Y		Sandwich Wedge Container, approximate size 4-3/8" X 3" X 3-1/4". Clear plastic. Submit Sample.	200	CS	WEDGE SUPPLY INC	NB	NB
						M.A.N.S. DISTRIBUTORS INC	33.00	6,600.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	33.20	6,640.00
						POLLOCK PAPER DISTRIBUTORS	33.21	6,642.00
						BYRNE BROS FOODS INC		
						EMPIRE PAPER COMPANY	115.30	23,060.00
29	Y		Sandwich Sub container, hinged lid, clear plastic, 9 1/2"x 5 1/4" x 3 1/2" approximate. 200/cs. Submit sample.	200	CS	WEDGE SUPPLY INC	NB	NB
						M.A.N.S. DISTRIBUTORS INC	28.81	5,762.00
						POLLOCK PAPER DISTRIBUTORS	28.91	5,782.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	28.96	5,792.00
						BYRNE BROS FOODS INC		

The District solicited 429 suppliers and received 19 responses.

BID TABULATION  
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Supplier	Price	Extended Price	
30			Snack Tray, 2 pocket, black 15 mil OPS, 6 3/5"x5"x1.5", 1000/case. Approved Brand- Atrium #21897 or similar.	250	CS	WEDGE SUPPLY INC	NB	NB	
	Y					M.A.N.S. DISTRIBUTORS INC	63.15	15,787.50	
						BYRNE BROS FOODS INC			
						INFINITY SUPPLY AND SERVICE INCORPORATED	63.30	15,825.00	
						POLLOCK PAPER DISTRIBUTORS	63.79	15,947.50	
31			Snack Tray, 3 pocket, black 17.5 mil OPS, 6 3/5"x5"x1.5", 1000/case. Approved Brand- Atrium #21903 or similar.	100	CS	WEDGE SUPPLY INC	NB	NB	
	Y					M.A.N.S. DISTRIBUTORS INC	71.16	7,116.00	
						INFINITY SUPPLY AND SERVICE INCORPORATED	71.31	7,131.00	
						POLLOCK PAPER DISTRIBUTORS	71.73	7,173.00	
						BYRNE BROS FOODS INC			
32			Lid for Snack Tray, Universal, clear 10 mil OPS, 6 7/8"x5 5/16"x1.5", 1000/case. Approved Brand- Atrium #21939 or similar.	250	CS	WEDGE SUPPLY INC	NB	NB	
	Y					M.A.N.S. DISTRIBUTORS INC	49.01	12,252.50	
						INFINITY SUPPLY AND SERVICE INCORPORATED	49.16	12,290.00	
						POLLOCK PAPER DISTRIBUTORS	49.42	12,355.00	
						BYRNE BROS FOODS INC			
33		9PS	Soup Container, 8/10 oz., Made of paperboard, poly-lined inside and outside, made for hot soup, white with clear lid preferred. Cup and Lid included in case. Submit Sample.	450	CS	WEDGE SUPPLY INC	NB	NB	
	Y						POLLOCK PAPER DISTRIBUTORS	45.05	20,272.50
							M.A.N.S. DISTRIBUTORS INC	47.35	21,307.50
							BYRNE BROS FOODS INC		21,375.00
							INFINITY SUPPLY AND SERVICE INCORPORATED	49.85	22,432.50
34	Y		Bowl, 12 oz, laminated surface, white, pkg. 8/125/cs, pkg.	175	CS	WEDGE SUPPLY INC	17.96	3,143.00	
						INFINITY SUPPLY AND SERVICE INCORPORATED	30.33	5,307.75	
						POLLOCK PAPER DISTRIBUTORS	30.63	5,360.25	
						BYRNE BROS FOODS INC		5,380.00	
						EMPIRE PAPER COMPANY	39.88	6,979.00	
35	NA		Bowl, 24 oz., black, laminated foam, pkg. 400/cs. Submit Sample	780	CS	WEDGE SUPPLY INC	NB	NB	

The District solicited 429 suppliers and received 19 responses.

RFB 9-21 Disposable Products for Student Nutrition Services (SNS)

BID TABULATION  
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Supplier	Price	Extended Price
						POLLOCK PAPER DISTRIBUTORS	NB	NB
36			BOWL, 16 OZ, BLACK (500/CS), ATRIUM PKG # 24017 OR SIMILAR	200	CS	WEDGE SUPPLY INC	NB	NB
	Y					M.A.N.S. DISTRIBUTORS INC	43.81	8,762.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	43.96	8,792.00
						POLLOCK PAPER DISTRIBUTORS	44.14	8,828.00
						BYRNE BROS FOODS INC		
37			24 OZ INVISI-BOWL, BLACK, ATRIUM PKG # 24025 OR SIMILAR, 500/CS	200	CS	WEDGE SUPPLY INC	NB	NB
	Y					M.A.N.S. DISTRIBUTORS INC	49.43	9,886.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	49.58	9,916.00
						BYRNE BROS FOODS INC		
						POLLOCK PAPER DISTRIBUTORS	49.85	9,970.00
38			DOMELID, 16/24 OZ, CLEAR (500/CS), ATRIUM PKG # 24500 OR SIMILAR	200	CS	WEDGE SUPPLY INC	NB	NB
	Y					M.A.N.S. DISTRIBUTORS INC	43.04	8,608.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	43.19	8,638.00
						BYRNE BROS FOODS INC		
						POLLOCK PAPER DISTRIBUTORS	43.36	8,672.00
39	Y		Plate, 6 inch, styrofoam, laminated surface, white. 1000/cs.	300	CS	WEDGE SUPPLY INC	16.97	5,091.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	29.78	8,934.00
						BYRNE BROS FOODS INC		8,940.00
						POLLOCK PAPER DISTRIBUTORS	30.07	9,021.00
						EMPIRE PAPER COMPANY	37.13	11,139.00
40			Portion Trays, OVS, Black, 6 Fluid Ounce, Bid 12.5 OPS. Submit Sample	800	CS	WEDGE SUPPLY INC	NB	NB
	Y					M.A.N.S. DISTRIBUTORS INC	37.26	29,808.00
						BYRNE BROS FOODS INC		29,814.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	37.41	29,928.00
						MCLANE EXPRESS INCORPORATED		31,152.00
						POLLOCK PAPER DISTRIBUTORS	43.39	34,712.00
						EMPIRE PAPER COMPANY	50.24	40,192.00
41			Portion Trays, OVS, Black, 8 Fluid Ounce, Bid 12.5 mil OPS. Submit Sample	1500	CS	WEDGE SUPPLY INC	NB	NB
	Y					M.A.N.S. DISTRIBUTORS INC	39.33	58,995.00
						BYRNE BROS FOODS INC		59,100.00

The District solicited 429 suppliers and received 19 responses.

BID TABULATION  
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Supplier	Price	Extended Price
						INFINITY SUPPLY AND SERVICE INCORPORATED	39.48	59,220.00
						MCLANE EXPRESS INCORPORATED		64,485.00
						EMPIRE PAPER COMPANY	49.04	73,560.00
						POLLOCK PAPER DISTRIBUTORS	71.73	107,595.00
42			Portion Trays, Universal Lids, fits OVS 9 mil through 15 mil. Submit Sample.	100	CS	WEDGE SUPPLY INC	NB	NB
	Y					M.A.N.S. DISTRIBUTORS INC	52.96	5,296.00
						BYRNE BROS FOODS INC		2,070.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	53.11	5,311.00
						POLLOCK PAPER DISTRIBUTORS	53.44	5,344.00
						EMPIRE PAPER COMPANY	68.89	6,889.00
43	N	9PS	Compartment Tray with hinged lid, 3 compartments, styrofoam, 8" x 8 1/4", white, pkg. 200/cs.	100	CS	POLLOCK PAPER DISTRIBUTORS	18.45	1,845.00
	Y					WEDGE SUPPLY INC	19.13	1,913.00
						EMPIRE PAPER COMPANY	19.47	1,947.00
						BYRNE BROS FOODS INC		
44			Container, French Fry, Scoop Box, 3.5 oz., white, pkg. 1000/cs. Submit Sample	120	CS	WEDGE SUPPLY INC	NB	NB
	Y					LAST GROUP ENTERPRISES	43.47	5,216.40
						POLLOCK PAPER DISTRIBUTORS	46.09	5,530.80
						M.A.N.S. DISTRIBUTORS INC	63.25	7,590.00
						BYRNE BROS FOODS INC		7,590.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	66.50	7,980.00
45	Y		Cups, 6 oz., insulated styrofoam. Dart #6J6 or similar, 1000/cs., Submit Sample	180	CS	WEDGE SUPPLY INC	19.18	3,452.40
						INFINITY SUPPLY AND SERVICE INCORPORATED	20.23	3,641.40
						POLLOCK PAPER DISTRIBUTORS	20.26	3,646.80
						BYRNE BROS FOODS INC		
						EMPIRE PAPER COMPANY	23.29	4,192.20
46	Y		LID FLAT, 6 OZ CLEAR, 1000/CS, DART #6CLR, MUST FIT DART CUP 6J6	100	CS	WEDGE SUPPLY INC	27.41	2,741.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	28.70	2,870.00
						BYRNE BROS FOODS INC		2,920.00
						POLLOCK PAPER DISTRIBUTORS	30.22	3,022.00
						EMPIRE PAPER COMPANY	36.80	3,680.00
47	Y		CUPS, 12 OZ., INSULATED STYROFOAM, DART # 12J12 OR SIMILAR, 1000/CS, SUMBIT SAMPLE	125	CS	WEDGE SUPPLY INC	31.83	3,978.75
						INFINITY SUPPLY AND SERVICE INCORPORATED	33.25	4,156.25

The District solicited 429 suppliers and received 19 responses.

RFB 9-21 Disposable Products for Student Nutrition Services (SNS)

BID TABULATION  
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Supplier	Price	Extended Price
						POLLOCK PAPER DISTRIBUTORS	33.63	4,203.75
						BYRNE BROS FOODS INC		4,312.50
						EMPIRE PAPER COMPANY	40.60	5,075.00
48	NA		CUP HOT LID, DOME WITH SIP HOLE. INNER RING FOR SECURE FIT. MUST FIT MATCHING 12OZ PAPER CUP, 1000/CS	150	CS	WEDGE SUPPLY INC	NB	NB
						INFINITY SUPPLY AND SERVICE INCORPORATED	31.32	4,698.00
						BYRNE BROS FOODS INC		4,755.00
						POLLOCK PAPER DISTRIBUTORS	33.02	4,953.00
						EMPIRE PAPER COMPANY	34.01	5,101.50
49	N	4NS	HOT CUP SLEEVES, KRAFT BROWN RECYCLED PAPER, 1000/CS	200	CS	WEDGE SUPPLY INC	NB	NB
	Y					EMPIRE PAPER COMPANY	26.44	5,288.00
						BYRNE BROS FOODS INC		
						POLLOCK PAPER DISTRIBUTORS	57.06	11,412.00
						M.A.N.S. DISTRIBUTORS INC	72.30	14,460.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	76.04	15,208.00
50	Y		Flip top, Saddle pack, clear bag with printed "Cookie Bag". Size 5.5"x5.5"x1.5".	300	CS	WEDGE SUPPLY INC	NB	NB
						M.A.N.S. DISTRIBUTORS INC	9.01	2,703.00
						BYRNE BROS FOODS INC		2,703.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	9.16	2,748.00
						POLLOCK PAPER DISTRIBUTORS	9.17	2,751.00
						DISPOSE N SAVE	10.82	3,246.00
						EMPIRE PAPER COMPANY	13.82	4,146.00
51	Y		Food Tray, #200, 4/250 boxes per cs.	600	CS	LAST GROUP ENTERPRISES	18.55	11,130.00
						M.A.N.S. DISTRIBUTORS INC	18.64	11,184.00
						BYRNE BROS FOODS INC		11,280.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	18.84	11,304.00
						MCLANE EXPRESS INCORPORATED		11,334.00
						WEDGE SUPPLY INC	20.81	12,486.00
						MYECOPLANET LLC		12,510.00
						POLLOCK PAPER DISTRIBUTORS	23.86	14,316.00
						EMPIRE PAPER COMPANY	25.41	15,246.00
52	Y		Food Tray, #300, size 9" x 7", pkg. 500/cs. Submit Sample	300	CS	M.A.N.S. DISTRIBUTORS INC	14.40	4,320.00
						BYRNE BROS FOODS INC		4,380.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	14.60	4,380.00
						LAST GROUP ENTERPRISES	14.87	4,461.00
						MCLANE EXPRESS INCORPORATED		4,530.00
						WEDGE SUPPLY INC	16.22	4,866.00
						MYECOPLANET LLC		4,920.00

The District solicited 429 suppliers and received 19 responses.

BID TABULATION  
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Supplier	Price	Extended Price
						POLLOCK PAPER DISTRIBUTORS	17.88	5,364.00
						EMPIRE PAPER COMPANY	18.98	5,694.00
53	Y		Food Tray, #50, 1/2 lb., Size 6" x 4" (curved), packaged 1000/cs. Submit Sample	700	CS	LAST GROUP ENTERPRISES	13.37	9,359.00
						M.A.N.S. DISTRIBUTORS INC	13.54	9,478.00
						BYRNE BROS FOODS INC		9,597.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	13.79	9,653.00
						MCLANE EXPRESS INCORPORATED		10,017.00
						WEDGE SUPPLY INC	15.47	10,829.00
						POLLOCK PAPER DISTRIBUTORS	16.88	11,816.00
						MYECOPLANET LLC		12,043.00
						EMPIRE PAPER COMPANY	17.87	12,509.00
54	Y		Forks, Polypropylene, Medium weight, White, bulk pack, pkg. 1000/cs. Submit Sample	25	CS	WEDGE SUPPLY INC	5.96	149.00
						DAXWELL	6.11	152.75
						EMPIRE PAPER COMPANY	6.87	171.75
						POLLOCK PAPER DISTRIBUTORS	7.39	184.75
						BYRNE BROS FOODS INC		212.50
55	Y		PIZZA BOX, SINGLE SLICE HOLDER, KRAFT, 9"X9 3/8X 11/2"	500	CS	WEDGE SUPPLY INC	NB	NB
						BYRNE BROS FOODS INC		
						POLLOCK PAPER DISTRIBUTORS	77.43	38,715.00
						EMPIRE PAPER COMPANY	94.99	47,495.00
56	Y		PIZZA BOX, 16" X 16" X 2" KRAFT CORRUGATED PIZZA BOX	600	CS	WEDGE SUPPLY INC	NB	NB
						M.A.N.S. DISTRIBUTORS INC	26.00	15,600.00
						BYRNE BROS FOODS INC		
						INFINITY SUPPLY AND SERVICE INCORPORATED	26.25	15,750.00
						EMPIRE PAPER COMPANY	26.87	16,122.00
						MCLANE EXPRESS INCORPORATED		16,814.00
						POLLOCK PAPER DISTRIBUTORS	32.51	19,506.00
57	Y		FOIL CONTAINER, THIRD SIZE PAN, 6"X10"X5	600	CS	BRAUN BEEF CO INC	27.71	16,624.20
						WEDGE SUPPLY INC	27.98	16,788.00
						LAST GROUP ENTERPRISES	28.31	16,986.00
						POLLOCK PAPER DISTRIBUTORS	30.99	18,594.00
						EMPIRE PAPER COMPANY	54.85	32,910.00
						M.A.N.S. DISTRIBUTORS INC	77.40	46,440.00
						BYRNE BROS FOODS INC		46,561.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	81.50	48,900.00
						MCLANE EXPRESS INCORPORATED		49,762.00
58	Y		LID FOR FOIL PAN THIRD SIZE, 6"X10"	600	CS	BRAUN BEEF CO INC	20.49	12,292.02
						WEDGE SUPPLY INC	20.69	12,414.00

The District solicited 429 suppliers and received 19 responses.

RFB 9-21 Disposable Products for Student Nutrition Services (SNS)

BID TABULATION  
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Supplier	Price	Extended Price
						LAST GROUP ENTERPRISES	20.93	12,558.00
						POLLOCK PAPER DISTRIBUTORS	22.92	13,752.00
						EMPIRE PAPER COMPANY	32.11	19,266.00
						M.A.N.S. DISTRIBUTORS INC	37.65	22,590.00
						BYRNE BROS FOODS INC		22,590.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	39.77	23,862.00
						MCLANE EXPRESS INCORPORATED		24,138.00
59	Y		Spoons, Polypropylene, Medium weight, White, bulk pack, pkg. 1000/cs. Submit Sample	25	CS	WEDGE SUPPLY INC	5.96	149.00
						DAXWELL	6.11	152.75
						EMPIRE PAPER COMPANY	6.88	172.00
						POLLOCK PAPER DISTRIBUTORS	7.39	184.75
						BYRNE BROS FOODS INC		184.75
60	Y		KNIVES PLASTIC 1000/CT	25	CS	WEDGE SUPPLY INC	5.96	149.00
						DAXWELL	6.11	152.75
						EMPIRE PAPER COMPANY	6.88	172.00
						POLLOCK PAPER DISTRIBUTORS	7.39	184.75
						BYRNE BROS FOODS INC		184.75
61	Y		Napkins, white, tall fold, 7" x 13 1/2", folded size 3 1/2 x 6 3/4, pkg. 10,000/cs. Submit Sample	200	CS	M.A.N.S. DISTRIBUTORS INC	25.50	5,100.00
						BYRNE BROS FOODS INC		5,100.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	25.70	5,140.00
						DAXWELL	27.89	5,578.00
						WEDGE SUPPLY INC	28.62	5,724.00
						EMPIRE PAPER COMPANY	42.38	8,476.00
						POLLOCK PAPER DISTRIBUTORS	43.45	8,690.00
62	N	9PS	Nap-Pak, medium weight, consists only of napkin (13" x 13"), spoon, fork, and straw (5 1/2" or 6"). Polypropylene, bulk packaging., 500/cs.	17000	CS	POLLOCK PAPER DISTRIBUTORS	NB	NB
	Y					WEDGE SUPPLY INC	12.05	204,850.00
						DAXWELL	12.32	209,440.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	13.20	224,400.00
						BYRNE BROS FOODS INC		224,400.00
						EMPIRE PAPER COMPANY	14.09	239,530.00
63	Y		FACE MASK, UNIVERSAL FIT WITH ELASTIC EAR LOOPS & NOSE BRIDGE (50 EA/BOX)	1000	BX	MYECOPLANET LLC		
						PYRAMID SCHOOL PRODUCTS	4.89	4,890.00
						M.A.N.S. DISTRIBUTORS INC	5.40	5,400.00
						EMPIRE PAPER COMPANY	5.60	5,600.00
						WEDGE SUPPLY INC	6.24	6,240.00
						SCHREIBER FOODS INTERNATIONAL INC		12,000.00
						BYRNE BROS FOODS INC		176,500.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	177.00	177,000.00

The District solicited 429 suppliers and received 19 responses.

BID TABULATION  
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Supplier	Price	Extended Price
						MCLANE EXPRESS INCORPORATED		
						POLLOCK PAPER DISTRIBUTORS	413.86	413,860.00
64		3PP	HAND GEL SANITIZER, BULK, 4-2LITER BOTTLES/CS, PURELL OR SIMILAR	500	CS	WEDGE SUPPLY INC	NB	NB
	Y					SCHREIBER FOODS INTERNATIONAL INC		34,973.00
						M.A.N.S. DISTRIBUTORS INC	72.11	36,055.00
						EMPIRE PAPER COMPANY	75.70	37,850.00
						POLLOCK PAPER DISTRIBUTORS	77.83	38,915.00
						BYRNE BROS FOODS INC		46,350.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	93.20	46,600.00
65			Glove, disposable, latex, powder free, large. 100/box.	2000	BX	POLLOCK PAPER DISTRIBUTORS	NB	NB
	Y					WEDGE SUPPLY INC	7.74	15,480.00
						M.A.N.S. DISTRIBUTORS INC	8.15	16,300.00
						UNIPAK CORP	9.50	19,000.00
						DISPOSE N SAVE	12.00	24,000.00
						EMPIRE PAPER COMPANY	12.15	24,300.00
						PYRAMID SCHOOL PRODUCTS	13.99	27,980.00
66			Glove, disposable, latex, powder free, medium. 100/box.	2500	BX	POLLOCK PAPER DISTRIBUTORS	NB	NB
	Y					WEDGE SUPPLY INC	7.74	19,350.00
						M.A.N.S. DISTRIBUTORS INC	8.15	20,375.00
						UNIPAK CORP	9.50	23,750.00
						DISPOSE N SAVE	11.00	27,500.00
						EMPIRE PAPER COMPANY	12.15	30,375.00
						PYRAMID SCHOOL PRODUCTS	13.99	34,975.00
67			Glove, disposable, latex, powder free, Small. 100/box.	1000	BX	POLLOCK PAPER DISTRIBUTORS	NB	NB
	Y					WEDGE SUPPLY INC	7.74	7,740.00
						M.A.N.S. DISTRIBUTORS INC	8.15	8,150.00
						UNIPAK CORP	9.50	9,500.00
						DISPOSE N SAVE	12.00	12,000.00
						EMPIRE PAPER COMPANY	12.15	12,150.00
						PYRAMID SCHOOL PRODUCTS	13.99	13,990.00
68		4NS	Gloves, Disposable, large size, domestic made, clear, smooth 1-1/4 mil., low density polyethylene glove with offset, gauntlet cuffs.	400	CS	WEDGE SUPPLY INC	NB	NB
	Y					POLLOCK PAPER DISTRIBUTORS	NB	NB
						DISPOSE N SAVE	8.75	3,500.00
						EMPIRE PAPER COMPANY	40.10	16,040.00
69		4NS	Gloves, Disposable, medium size, domestic made, clear, smooth 1-1/4 mil., low density polyethylene glove with offset, gauntlet cuffs.	500	CS	WEDGE SUPPLY INC	NB	NB
	Y					POLLOCK PAPER DISTRIBUTORS	NB	NB
						DISPOSE N SAVE	8.75	4,375.00
						EMPIRE PAPER COMPANY	40.10	20,050.00

The District solicited 429 suppliers and received 19 responses.

RFB 9-21 Disposable Products for Student Nutrition Services (SNS)

BID TABULATION  
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Supplier	Price	Extended Price
70		4NS	Gloves, Disposable, Small size, domestic made, clear, smooth 1-1/4 mil., low density polyethylene glove with offset, gauntlet cuffs.	200	CS	WEDGE SUPPLY INC	NB	NB
						POLLOCK PAPER DISTRIBUTORS	NB	NB
						DISPOSE N SAVE	8.75	1,750.00
	Y					EMPIRE PAPER COMPANY	40.10	8,020.00
71			GLOVES, UNLINED NITRILE, 22 MIL PALM THICKNESS, 18" LONG, RAISED DIAMOND GRIP, MEDIUM, ONE PAIR PER BAG, SAFETY ZONE #NGU OR EQUAL	200	EA	POLLOCK PAPER DISTRIBUTORS	NB	NB
	Y					WEDGE SUPPLY INC	5.96	1,192.00
						EMPIRE PAPER COMPANY	10.42	2,084.00
72	Y		GLOVES, UNLINED NITRILE, 22 MIL PALM THICKNESS, 18" LONG, RAISED DIAMOND GRIP, LARGE, ONE PAIR PER BAG, SAFETY ZONE #NGU OR EQUAL	150	EA	WEDGE SUPPLY INC	5.96	894.00
						EMPIRE PAPER COMPANY	13.99	2,098.50
						POLLOCK PAPER DISTRIBUTORS	46.64	6,996.00
73			Souffle Cups, 1 oz., paper, white, 5000/cs. Submit Sample	80	CS	POLLOCK PAPER DISTRIBUTORS	NB	NB
	Y					BYRNE BROS FOODS INC		
						INFINITY SUPPLY AND SERVICE INCORPORATED	43.76	3,500.80
						WEDGE SUPPLY INC	44.14	3,531.20
						EMPIRE PAPER COMPANY	44.72	3,577.60
74			GLOVES, UNLINED NITRILE, 22 MIL PALM THICKNESS, 18" LONG, RAISED DIAMOND GRIP, X-Large, ONE PAIR PER BAG, SAFETY ZONE #NGU OR EQUAL	100	CS	POLLOCK PAPER DISTRIBUTORS	NB	NB
	Y					WEDGE SUPPLY INC	5.96	596.00
75	N	9PS	Souffle Cups, 2 oz., translucent, plastic, 10/250 pkg. per cs. Submit Sample	1500	PK	WEDGE SUPPLY INC	1.43	2,145.00
	Y					DAXWELL	2.15	3,226.50
						BYRNE BROS FOODS INC		
						INFINITY SUPPLY AND SERVICE INCORPORATED	22.68	34,020.00
						EMPIRE PAPER COMPANY	25.30	37,950.00
						POLLOCK PAPER DISTRIBUTORS	29.21	43,815.00
						MCLANE EXPRESS INCORPORATED		48,075.00
						LAST GROUP ENTERPRISES	30.93	46,395.00
76		9PS	Souffle Cup Lids, clear plastic, must fit 2 oz. souffle cup, pkg. 10/250 pkg. per cs.	700	PK	WEDGE SUPPLY INC	1.01	707.00
	Y					DAXWELL	1.11	773.50
						BYRNE BROS FOODS INC		14,763.00
						MCLANE EXPRESS INCORPORATED		14,763.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	21.09	14,763.00
						LAST GROUP ENTERPRISES	21.61	15,127.00
						POLLOCK PAPER DISTRIBUTORS	22.06	15,442.00
						EMPIRE PAPER COMPANY	27.70	19,390.00
77		9PS	Souffle Cups, 3 oz., plastic, Submit Sample	200	PK	WEDGE SUPPLY INC	1.82	364.00
	Y					DAXWELL	3.30	659.40
						EMPIRE PAPER COMPANY	36.12	7,224.00
						BYRNE BROS FOODS INC		7,340.00

The District solicited 429 suppliers and received 19 responses.

BID TABULATION  
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Supplier	Price	Extended Price
						INFINITY SUPPLY AND SERVICE INCORPORATED	37.77	7,554.00
						LAST GROUP ENTERPRISES	44.79	8,958.00
						POLLOCK PAPER DISTRIBUTORS	47.78	9,556.00
78		9PS	Souffle Cup Lids, must fit 3 oz. souffle cup, Submit Sample	200	PK	WEDGE SUPPLY INC	1.32	264.00
	Y					DAXWELL	1.52	303.10
						LAST GROUP ENTERPRISES	24.93	4,986.00
						BYRNE BROS FOODS INC		8,300.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	27.94	5,588.00
						POLLOCK PAPER DISTRIBUTORS	33.63	6,726.00
						EMPIRE PAPER COMPANY	36.88	7,376.00
79			Toilet Tissue, single ply, 4 X 3.75 inch sheet, 1000 sheets per roll, 96 rolls per cs.	150	CS	WEDGE SUPPLY INC	33.05	4,957.50
	Y					EMPIRE PAPER COMPANY	36.04	5,406.00
						M.A.N.S. DISTRIBUTORS INC	36.40	5,460.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	40.50	6,075.00
						POLLOCK PAPER DISTRIBUTORS	41.24	6,186.00
						BYRNE BROS FOODS INC		8,300.00
80		NA	Towels, Food Service, Sanitized Cloth, red color. pkg. 150/cs. Submit Sample	500	CS	BYRNE BROS FOODS INC		
						M.A.N.S. DISTRIBUTORS INC	20.80	10,400.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	21.30	10,650.00
						MCLANE EXPRESS INCORPORATED		10,650.00
						WEDGE SUPPLY INC	23.08	11,540.00
						LAST GROUP ENTERPRISES	23.13	11,565.00
						EMPIRE PAPER COMPANY	51.36	25,680.00
						POLLOCK PAPER DISTRIBUTORS	161.77	80,885.00
81			Towels, Food Service, white, pkg. 150/cs. Submit Sample	600	CS	WEDGE SUPPLY INC	17.10	10,260.00
	Y					LAST GROUP ENTERPRISES	17.30	10,380.00
						BYRNE BROS FOODS INC		12,480.00
						M.A.N.S. DISTRIBUTORS INC	20.80	12,480.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	21.30	12,780.00
						MCLANE EXPRESS INCORPORATED		12,780.00
						POLLOCK PAPER DISTRIBUTORS	28.64	17,184.00
						EMPIRE PAPER COMPANY	32.09	19,254.00
82		9PS	Trash Bag, 33 x 40, heavy weight, clear, capacity 33 gal., "X" sealed bottoms, pkg. 250/cs. Submit Sample.	520	CS	WEDGE SUPPLY INC	9.76	5,075.20
		9PS				LAST GROUP ENTERPRISES	15.25	7,930.00
	Y					CENTRAL POLY-BAG CORPORATION	16.20	8,424.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	16.30	8,476.00
						DISPOSE N SAVE	16.84	8,756.80
						M.A.N.S. DISTRIBUTORS INC	18.85	9,802.00

The District solicited 429 suppliers and received 19 responses.

BID TABULATION  
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Supplier	Price	Extended Price
						BYRNE BROS FOODS INC		
						POLLOCK PAPER DISTRIBUTORS	21.04	10,940.80
						EMPIRE PAPER COMPANY	34.78	18,085.60
83		9PS	Trash Bag, 33 x 40, heavy weight. Black, capacity 33 gal., "X" sealed bottoms, pkg. 250/cs. Submit Sample.	300	CS	WEDGE SUPPLY INC	9.76	2,928.00
		9PS				UNIPAK CORP	14.90	4,470.00
		9PS				LAST GROUP ENTERPRISES	15.10	4,530.00
	Y					CENTRAL POLY-BAG CORPORATION	16.30	4,890.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	16.30	4,890.00
						DISPOSE N SAVE	17.24	5,172.00
						M.A.N.S. DISTRIBUTORS INC	18.85	5,655.00
						BYRNE BROS FOODS INC		
						POLLOCK PAPER DISTRIBUTORS	21.04	6,312.00
						EMPIRE PAPER COMPANY	48.85	14,655.00
84		3PP	Trash Bag, 40 x 46, heavy weight. clear, capacity 40-45- gallon, film weight 10.4 lbs, gauge .68 mils, "X" sealed bottoms, pkg. 125/cs. Submit sample.	630	CS	WEDGE SUPPLY INC	8.79	5,537.70
		3PP				UNIPAK CORP	11.40	7,182.00
		3PP				LAST GROUP ENTERPRISES	12.08	7,610.40
		3PP				DISPOSE N SAVE	12.72	8,013.60
		3PP				INFINITY SUPPLY AND SERVICE INCORPORATED	13.40	8,442.00
		3PP				POLLOCK PAPER DISTRIBUTORS	15.15	9,544.50
		3PP				M.A.N.S. DISTRIBUTORS INC	15.45	9,733.50
		3PP				BYRNE BROS FOODS INC		
	Y					CENTRAL POLY-BAG CORPORATION	16.50	10,395.00
						EMPIRE PAPER COMPANY	41.35	26,050.50
85		9PS	Trash Bag, 40 x 46, heavy weight. black, capacity 40-45- gallon, film weight 10.4 lbs, gauge .68 mils, "X" sealed bottoms, pkg. 125/cs. Submit sample.	300	CS	WEDGE SUPPLY INC	8.79	2,637.00
		9PS				UNIPAK CORP	11.40	3,420.00
		3PP				DISPOSE N SAVE	11.84	3,552.00
		9PS				LAST GROUP ENTERPRISES	11.88	3,564.00
		3PP				INFINITY SUPPLY AND SERVICE INCORPORATED	13.40	4,020.00
		3PP				POLLOCK PAPER DISTRIBUTORS	15.14	4,542.00
		3PP				M.A.N.S. DISTRIBUTORS INC	15.45	4,635.00
		3PP				BYRNE BROS FOODS INC		3,710.00
	Y					CENTRAL POLY-BAG CORPORATION	15.90	4,770.00
						EMPIRE PAPER COMPANY	41.65	12,495.00
86			Tray, Kraft paper, breakfast themed, nested. Approximately 8"x5"x2". 500/case. Approved brand-Southern Champion #05981 or similar. Submit sample.	2000	CS	WEDGE SUPPLY INC	NB	NB
		9PS				LAST GROUP ENTERPRISES	22.46	44,920.00
		9PS				POLLOCK PAPER DISTRIBUTORS	25.72	51,440.00
	Y					MYECOPLANET LLC		

The District solicited 429 suppliers and received 19 responses.

BID TABULATION  
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Supplier	Price	Extended Price
						M.A.N.S. DISTRIBUTORS INC	31.05	62,100.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	31.30	62,600.00
						BYRNE BROS FOODS INC		
						MCLANE EXPRESS INCORPORATED		
87	Y		Tray, Lunch, checked, Kraft paper, nested. Approximately 10.5"x7.5"x1.5". 250/case. Approved brand-Southern Champion #0590 or similar. Submit sample	2400	CS	WEDGE SUPPLY INC	NB	NB
						M.A.N.S. DISTRIBUTORS INC	25.15	60,360.00
						BYRNE BROS FOODS INC		60,720.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	25.40	60,960.00
						LAST GROUP ENTERPRISES	25.91	62,184.00
						POLLOCK PAPER DISTRIBUTORS	26.72	64,128.00
						MCLANE EXPRESS INCORPORATED		
						MYECOPLANET LLC		
88	Y	9PS	Tray, 5 compartment, Fiber (Paper) Material, 10 3/8" X 8 3/8" X 1 3/16". White, Beige or Approved Color, Approved Brand - Pactiv # YMC5-8000 or equal, pkg 500/cs.	1500	CS	EMPIRE PAPER COMPANY	29.98	44,970.00
						MYECOPLANET LLC		
						POLLOCK PAPER DISTRIBUTORS	58.90	88,350.00
						M.A.N.S. DISTRIBUTORS INC	63.75	95,625.00
						BYRNE BROS FOODS INC		95,625.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	67.17	100,755.00
						WEDGE SUPPLY INC	121.14	181,710.00
89	Y	9PS	Tray, 5 compartment, styrofoam, 10 3/8 x 8-3/8"x 1 3/16", laminated top and bottom, white, Approved Brand - Gen-Pak #10500 or equal, pkg. 500/cs. Note: This item is palletized. Unit price must reflect this requirement.	10500	CS	POLLOCK PAPER DISTRIBUTORS	16.50	173,250.00
						M.A.N.S. DISTRIBUTORS INC	24.18	253,890.00
						BYRNE BROS FOODS INC		
						MYECOPLANET LLC		
						INFINITY SUPPLY AND SERVICE INCORPORATED	24.98	262,290.00
						MCLANE EXPRESS INCORPORATED		270,795.00
						WEDGE SUPPLY INC	32.45	340,725.00
						EMPIRE PAPER COMPANY	40.35	423,675.00
90	Y		Tray, Enchilada, pressware. Designed for use in microwave or conventional ovens at temperatures up to 400 degree F for 60 minutes. Approved Brand - Pactiv Classic Stoneware #PCS5615, or equal, pkg. 500/cs.	300	CS	WEDGE SUPPLY INC	NB	NB
						POLLOCK PAPER DISTRIBUTORS	NB	NB
						M.A.N.S. DISTRIBUTORS INC	56.25	16,875.00
						BYRNE BROS FOODS INC		16,875.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	57.50	17,250.00
						EMPIRE PAPER COMPANY	59.76	17,928.00
91	Y		Foil Honeycomb insulated wraps, sandwich, Blue check, 10.5 x 14, pkg. 4/5000 pkg. per cs. Submit Sample	150	CS	WEDGE SUPPLY INC	NB	NB
						LAST GROUP ENTERPRISES	58.17	8,725.50
						EMPIRE PAPER COMPANY	81.27	12,190.50

The District solicited 429 suppliers and received 19 responses.

BID TABULATION  
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Supplier	Price	Extended Price
						INFINITY SUPPLY AND SERVICE INCORPORATED	83.65	12,547.50
						M.A.N.S. DISTRIBUTORS INC	90.10	13,515.00
						BYRNE BROS FOODS INC		
						POLLOCK PAPER DISTRIBUTORS	99.72	14,958.00
92			Foil Honeycomb insulated wraps, sandwich, Green check, 10.5 x 14, pkg. 4/5000 pkg. per cs. Submit Sample	50	CS	WEDGE SUPPLY INC	NB	NB
	Y					LAST GROUP ENTERPRISES	58.17	2,908.50
						INFINITY SUPPLY AND SERVICE INCORPORATED	83.65	4,182.50
						M.A.N.S. DISTRIBUTORS INC	90.10	4,505.00
						BYRNE BROS FOODS INC		4,505.00
						POLLOCK PAPER DISTRIBUTORS	99.72	4,986.00
93			Foil Honeycomb insulated wraps, sandwich, Red check, 10.5 x 14, pkg. 4/5000 pkg. per cs. Submit Sample	150	CS	WEDGE SUPPLY INC	NB	NB
	Y					LAST GROUP ENTERPRISES	58.17	8,725.50
						INFINITY SUPPLY AND SERVICE INCORPORATED	73.65	11,047.50
						EMPIRE PAPER COMPANY	81.27	12,190.50
						M.A.N.S. DISTRIBUTORS INC	90.10	13,515.00
						BYRNE BROS FOODS INC		13,515.00
						POLLOCK PAPER DISTRIBUTORS	99.72	14,958.00
94			Foil Honeycomb insulated wraps, sandwich, "Hamburger" printed, 10.5 x 14, pkg. 4/5000 pkg. per cs. Submit Sample	100	CS	WEDGE SUPPLY INC	NB	NB
	Y					LAST GROUP ENTERPRISES	74.51	7,451.00
						M.A.N.S. DISTRIBUTORS INC	79.35	7,935.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	79.60	7,960.00
						BYRNE BROS FOODS INC		8,010.00
						POLLOCK PAPER DISTRIBUTORS	103.23	10,323.00
						EMPIRE PAPER COMPANY	112.28	11,228.00
95			Foil Honeycomb insulated wraps, sandwich, "Cheeseburger" Printed, 10.5 x 14, pkg. 4/5000 pkg. per cs. Submit Sample	100	CS	WEDGE SUPPLY INC	NB	NB
	Y					LAST GROUP ENTERPRISES	74.51	7,451.00
						M.A.N.S. DISTRIBUTORS INC	79.35	7,935.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	79.60	7,960.00
						BYRNE BROS FOODS INC		8,010.00
						POLLOCK PAPER DISTRIBUTORS	99.72	9,972.00
						EMPIRE PAPER COMPANY	100.45	10,045.00
96			Wrap, 3 way foil/paper Honeycomb insulated, printed "Hamburger/Cheeseburger/Special". 10 1/2" x 14". 4/500/case. Submit sample.	300	CS	WEDGE SUPPLY INC	NB	NB
	Y					LAST GROUP ENTERPRISES	77.84	23,352.00
						M.A.N.S. DISTRIBUTORS INC	79.35	23,805.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	79.60	23,880.00
						BYRNE BROS FOODS INC		24,090.00

The District solicited 429 suppliers and received 19 responses.

RFB 9-21 Disposable Products for Student Nutrition Services (SNS)

BID TABULATION  
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Supplier	Price	Extended Price
						POLLOCK PAPER DISTRIBUTORS	99.72	29,916.00
						EMPIRE PAPER COMPANY	99.99	29,997.00
97	Y		Wraps, sandwich, green check, 12 x 12, pkg. 6/1000 pkg. per cs. Submit Sample	50	CS	WEDGE SUPPLY INC	NB	NB
						EMPIRE PAPER COMPANY	42.05	2,102.50
						M.A.N.S. DISTRIBUTORS INC	70.10	3,505.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	70.35	3,517.50
						BYRNE BROS FOODS INC		3,543.00
						LAST GROUP ENTERPRISES	73.03	3,651.50
						POLLOCK PAPER DISTRIBUTORS	92.17	4,608.50
98	Y		Wraps, sandwich, red check, 12 x 12, pkg. 6/1000 pkg. per cs. Submit Sample	85	CS	WEDGE SUPPLY INC	NB	NB
						EMPIRE PAPER COMPANY	42.05	3,574.25
						M.A.N.S. DISTRIBUTORS INC	70.10	5,958.50
						INFINITY SUPPLY AND SERVICE INCORPORATED	70.35	5,979.75
						BYRNE BROS FOODS INC		6,021.00
						LAST GROUP ENTERPRISES	73.03	6,207.55
						POLLOCK PAPER DISTRIBUTORS	73.74	6,267.90
99	Y		Bags, Cold, Wicketed, to be used on EPAC Bagging System. Bags are designed to tape seal on EPAC + Bag Sealer. Use to package 5" cookie, cut fruit & vegetables, cantalope or watermelon slice. 5.25" X 10.5" Approved Brand - Ekon O Pac # CD59NV or equal. Submit Sample.	85	CS	WEDGE SUPPLY INC	NB	NB
						POLLOCK PAPER DISTRIBUTORS	NB	NB
						SERV PAK PRODUCTS	101.75	8,648.75
						EKON O PAC LLC		8,183.00
100	Y		Bags, Cold, Wicketed, to be used on EPAC Bagging System. Bags are designed to tape seal on EPAC + Bag Sealer. Use to package sack lunch. 10" X 15" Approved Brand - Ekon O Pac # CD1015NV or equal. Submit Sample.	75	CS	WEDGE SUPPLY INC	NB	NB
						POLLOCK PAPER DISTRIBUTORS	NB	NB
						SERV PAK PRODUCTS	105.75	7,931.25
						EKON O PAC LLC		8,000.00
101	Y	4NS	Bags Sealing Tape, Cold Poly Tape 3/8 wide X 180 yards long. Please bid all available colors. Approved Brand - Ekon O Pac # 1402 list color. Submit Sample of each color.	50	CS	WEDGE SUPPLY INC	NB	NB
						POLLOCK PAPER DISTRIBUTORS	NB	NB
						EKON O PAC LLC		16,100.00
						SERV PAK PRODUCTS	287.50	14,375.00
102	Y		Bagging System + EPAC Equipment, Bagging system includes EPAC + Bag Sealer and EPAC + Bag Stand. Approved Brand - Ekon O Pac EPAC + System or equal. Submit Sample.	100	EA	WEDGE SUPPLY INC	NB	NB
						POLLOCK PAPER DISTRIBUTORS	NB	NB
						SERV PAK PRODUCTS	245.00	24,500.00
						EKON O PAC LLC		
103	Y		Hand Towel, roll, single ply, 7.875 inch wide, 1 5/8" core, 350 ft. per roll, 12 rolls per cs.	500	CS	EMPIRE PAPER COMPANY	14.59	7,295.00
						M.A.N.S. DISTRIBUTORS INC	15.25	7,625.00

The District solicited 429 suppliers and received 19 responses.

BID TABULATION  
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Supplier	Price	Extended Price
						BYRNE BROS FOODS INC		
						WEDGE SUPPLY INC	15.41	7,705.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	16.00	8,000.00
						CENTRAL POLY-BAG CORPORATION	17.30	8,650.00
						POLLOCK PAPER DISTRIBUTORS	18.88	9,440.00
104	Y		Laundry soap, 25 lb. pail. Submit sample.	100	EA	POLLOCK PAPER DISTRIBUTORS	16.58	1,658.00
						EMPIRE PAPER COMPANY	17.82	1,782.00
						WEDGE SUPPLY INC	20.36	2,036.00
						M.A.N.S. DISTRIBUTORS INC	36.15	3,615.00
						BYRNE BROS FOODS INC		
105		9PS	Fiberglass Mop Handle Quickway, 12/cs	100	CS	POLLOCK PAPER DISTRIBUTORS	11.95	1,195.00
	Y					BYRNE BROS FOODS INC		
						WEDGE SUPPLY INC	83.40	8,340.00
						PYRAMID SCHOOL PRODUCTS	83.88	8,388.00
						M.A.N.S. DISTRIBUTORS INC	88.79	8,879.00
						EMPIRE PAPER COMPANY	121.56	12,156.00
106		9PS	MICROFIBER MOP HEAD MEDIUM, 5" MESH BAND WITH TAIL, 12/CS	500	CS	POLLOCK PAPER DISTRIBUTORS	9.78	4,890.00
	Y					BYRNE BROS FOODS INC		
						EMPIRE PAPER COMPANY	61.80	30,900.00
						M.A.N.S. DISTRIBUTORS INC	66.46	33,230.00
						WEDGE SUPPLY INC	70.32	35,160.00
						PYRAMID SCHOOL PRODUCTS	71.76	35,880.00
107		9PS	LARGE ANGLE BROOM, HEAD & HANDLE IN SAME BOX UNASSEMBLED, 12/CS	400	CS	POLLOCK PAPER DISTRIBUTORS	11.46	4,584.00
		9PS				EMPIRE PAPER COMPANY	35.16	14,064.00
		9PS				WEDGE SUPPLY INC	43.08	17,232.00
	Y					BYRNE BROS FOODS INC		
						M.A.N.S. DISTRIBUTORS INC	44.00	
						PYRAMID SCHOOL PRODUCTS	57.48	22,992.00
108		4NS	IRON BRUSH, 1" TRIM WITH POLYPRO BRISTLES, ANGLED HEAD, DURABLE NON-ABSORBENT 6" WHITE PLASTIC BLOCK, 12EA/CS	350	CS	POLLOCK PAPER DISTRIBUTORS	4.00	1,400.00
	Y					PYRAMID SCHOOL PRODUCTS	10.68	3,738.00
						M.A.N.S. DISTRIBUTORS INC	11.42	3,997.00
						WEDGE SUPPLY INC	15.48	5,418.00
						EMPIRE PAPER COMPANY	28.68	10,038.00
109			FLOOR SCRUB BRUSH, CURVED HEAD, PLASTIC BLOCK THAT WONT CRACK, WARP, MILDEW, WASHABLE RED POLYPRO BRISTLES, FLARE ENDS, 2" TRIM, AND METAL HANDLE, 12EA/CS	150	CS	POLLOCK PAPER DISTRIBUTORS	NB	NB
	Y					WEDGE SUPPLY INC	30.48	4,572.00
						EMPIRE PAPER COMPANY	63.60	9,540.00
110	N	9DB	METAL HANDLE FOR FLOOR SCRUB BRUSH, 12/CS	75	CS	POLLOCK PAPER DISTRIBUTORS	4.95	371.25

The District solicited 429 suppliers and received 19 responses.

BID TABULATION  
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Supplier	Price	Extended Price
	Y					WEDGE SUPPLY INC	28.56	2,142.00
						PYRAMID SCHOOL PRODUCTS	33.48	2,511.00
						EMPIRE PAPER COMPANY	47.88	3,591.00
111	Y		DIVIDED BUCKET WITH DOWNPRESS COMBO, EASY DIRTY WATER EMPTY	100	EA	POLLOCK PAPER DISTRIBUTORS	62.29	6,229.00
						WEDGE SUPPLY INC	78.79	7,879.00
						M.A.N.S. DISTRIBUTORS INC	97.22	9,722.00
						PYRAMID SCHOOL PRODUCTS	99.98	9,998.00
112			SQUEEGEE, 22" WATER WAND, 10/CS	100	CS	POLLOCK PAPER DISTRIBUTORS	NB	NB
	Y					WEDGE SUPPLY INC	35.20	3,520.00
						EMPIRE PAPER COMPANY	89.13	8,913.00
						PYRAMID SCHOOL PRODUCTS	109.90	10,990.00
113		9DB	56" 20-GAUGE STEEL FRAME ALUMINUM HANDLE WITH SOCKET CLAMP (FOR SQUEEGEE), 10/CS	50	CS	POLLOCK PAPER DISTRIBUTORS	21.58	1,079.00
	Y					WEDGE SUPPLY INC	27.96	1,398.00
						EMPIRE PAPER COMPANY	173.15	8,657.50
114	NA		8X10 HOT PADS, POLY-COTTON W/ VAPOR GUARD SQUARE WITH POCKET	800	EA	WEDGE SUPPLY INC	NB	NB
						POLLOCK PAPER DISTRIBUTORS	NB	NB
115	Y		Microfiber towel, Green, 49 gram. 16"x16". 12 per case. Submit sample.	400	BX	WEDGE SUPPLY INC	6.59	2,636.00
						PYRAMID SCHOOL PRODUCTS	7.08	2,832.00
						M.A.N.S. DISTRIBUTORS INC	8.90	3,560.00
						EMPIRE PAPER COMPANY	9.16	3,664.00
						BYRNE BROS FOODS INC		
						POLLOCK PAPER DISTRIBUTORS	161.77	64,708.00
116		9PS	CLEANING PADS, GENERAL PURPOSE HAND PAD, MEDIUM DUTY, GREEN, 6" X 9", 6 BGS/10 EA/CS	100	CS	POLLOCK PAPER DISTRIBUTORS	NB	NB
	Y					EMPIRE PAPER COMPANY	5.59	559.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	10.70	1,070.00
						PYRAMID SCHOOL PRODUCTS	10.99	1,099.00
						BYRNE BROS FOODS INC		1,100.00
						M.A.N.S. DISTRIBUTORS INC	11.20	1,120.00
						WEDGE SUPPLY INC	15.60	1,560.00
117			DISINFECTING WIPES IN PLASTIC BUCKET, 1400/CS, CLOROX OR EQUAL, SUBMIT SAMPLE	500	CS	WEDGE SUPPLY INC	NB	NB
	Y					POLLOCK PAPER DISTRIBUTORS	NB	NB
						BYRNE BROS FOODS INC		
						EMPIRE PAPER COMPANY	32.28	16,140.00
						M.A.N.S. DISTRIBUTORS INC	34.16	17,080.00
118			DISINFECTING WIPES-REFILL PACK ONLY, 1400/CS, CLOROX OR EQUAL, SUBMIT SAMPLE	1000	CS	WEDGE SUPPLY INC	NB	NB
	Y					POLLOCK PAPER DISTRIBUTORS	NB	NB
						BYRNE BROS FOODS INC		
						M.A.N.S. DISTRIBUTORS INC	50.78	50,780.00

The District solicited 429 suppliers and received 19 responses.

BID TABULATION  
GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Supplier	Price	Extended Price
						EMPIRE PAPER COMPANY	51.88	51,880.00
119	Y		Sponge Mop. 9" natural cellulose sponge with scrubber strip; steel handle with swivel hang cap; heavy guage metal frame with soft grip on wringer level.	300	EA	WEDGE SUPPLY INC	7.83	2,349.00
						EMPIRE PAPER COMPANY	11.00	3,300.00
						M.A.N.S. DISTRIBUTORS INC	27.74	8,322.00
						POLLOCK PAPER DISTRIBUTORS	29.21	8,763.00
120		9PS	SANDWICH TAKEOUT BOX, TRIANGLE KRAFT PAPER MEDIUM WITH WINDOW, 4 3/4" X 4 3/4" X 2 3/4", 200/CS, RWA0173 OR SIMILAR	300	CS	WEDGE SUPPLY INC	NB	NB
						POLLOCK PAPER DISTRIBUTORS	58.23	17,469.00
	Y					BYRNE BROS FOODS INC		
121	Y		Straw Plastic, 7.75". Wrapped, jumbo, clear. 24/500/case.	200	CS	WEDGE SUPPLY INC	28.52	5,704.00
						DAXWELL	44.22	8,844.00
						BYRNE BROS FOODS INC		
						M.A.N.S. DISTRIBUTORS INC	47.99	9,598.00
						INFINITY SUPPLY AND SERVICE INCORPORATED	48.10	9,620.00
						EMPIRE PAPER COMPANY	49.95	9,990.00
						POLLOCK PAPER DISTRIBUTORS	59.58	11,916.00

The District solicited 429 suppliers and received 19 responses.

RFB 9-21 Disposable Products for Student Nutrition Services (SNS)



**Garland Independent School District  
Board of Trustees**

**Date of Meeting:** July 27, 2021

**Agenda Item:** Consider Approval of Purchase of Temporary Personnel Services  
One (1) Year with Three (3) Annual Renewal Options

**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 of the bids for temporary personnel services for the District, discussed in the July 20, 2021 Finance Committee Meeting. It is staff's recommendation that the bid be awarded as indicated below.

**Primary:**  
BuzzClan, LLC

**Secondary:**  
KeyStaff, Inc

The estimated total amount of the bid is not to exceed \$1,250,000. 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 **Temporary Personnel Services** from the company or companies listed below provides the best value to the Garland Independent School District.

BuzzClan, LLC - Primary  
KeyStaff, Inc - Secondary

**NOT TO EXCEED AMOUNT:**

**\$ 1,250,000**

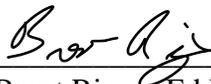
<b>Procurement Method:</b>	Request for Proposal
<b>Contract Number:</b>	35-21
<b>Contract Term:</b>	One (1) year with three (3) annual renewal options.
<b>Potential Funding Source:</b>	(199 General Fund)



Mark A. Booker  
Executive Director of Purchasing

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: June 15, 2021

To: Mark A. Booker, Executive Director of Purchasing

From: Diane Fields, Buyer

RE: Recommendation to Award RFP 35-21 Temporary Personnel Services

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**Action Required**

New Award

**Material/Service**

Temporary Personnel Services

**Purpose**

For Districtwide Temporary Personnel Services. The District received six (6) responses. Three of the responses provided 80-100% of the positions identified and were evaluated. Three that could not provide at least 80% of the positions listed by the district were not evaluated because they could not provide adequate coverage for the district's overall needs.

**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**

\$1,250,000 – 199 General Fund

<b>EVALUATION CRITERIA</b>		<b>FIRM</b>	<b>FIRM</b>	<b>FIRM</b>
		<b>BuzzClan (Primary)</b>	<b>Ad-A Staff Incorporated</b>	<b>KeyStaff (Secondary)</b>
<b>Parameters:</b>	<b>Max Points</b>			
<b>PROPOSED PRICING:</b>		\$739,153	\$766,176	\$786,975
The purchase price	40	40	39	38
The reputation of the vendor and the vendor's goods or services	20	20	20	20
The quality of the vendor's goods or services				
The extent to which the goods or services meet the district's needs	40	40	20	40
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	0	0	0	0
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)	0	0	0	0
<b>Total Points</b>	<b>100</b>	100	79	98

**ADMINISTRATION RECOMMENDATION  
FOR BOARD OF TRUSTEES APPROVAL**

**RECOMMENDATION:**

It is the administration's recommendation that the offer(s) for **Exclusive Beverage Vending Equipment and Services** from the company or companies listed below provides the best value to the Garland Independent School District.

Keurig Dr. Pepper

**NOT TO EXCEED AMOUNT:**

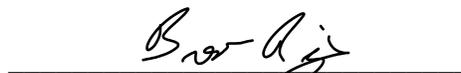
**\$ 100,000**

<b>Procurement Method:</b>	Request for Proposal
<b>Contract Number:</b>	71-21
<b>Contract Term:</b>	One (1) year with five (5) annual renewal options.
<b>Potential Funding Source:</b>	(199 General Fund)

  
\_\_\_\_\_  
Mark A. Booker  
Executive Director of Purchasing

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: June 14, 2021

To: Mark A. Booker, Executive Director of Purchasing

From: Diane Fields, Buyer

RE: Recommendation to Award RFP 71-21 Exclusive Beverage Vending Equipment and Services

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**Action Required**

New Award

**Material/Service**

Exclusive Beverage Vending Equipment and Services. The District received three (3) responses with one deemed Non-Responsive to the Request for Proposal.

**Purpose**

For use Districtwide for Beverage 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.

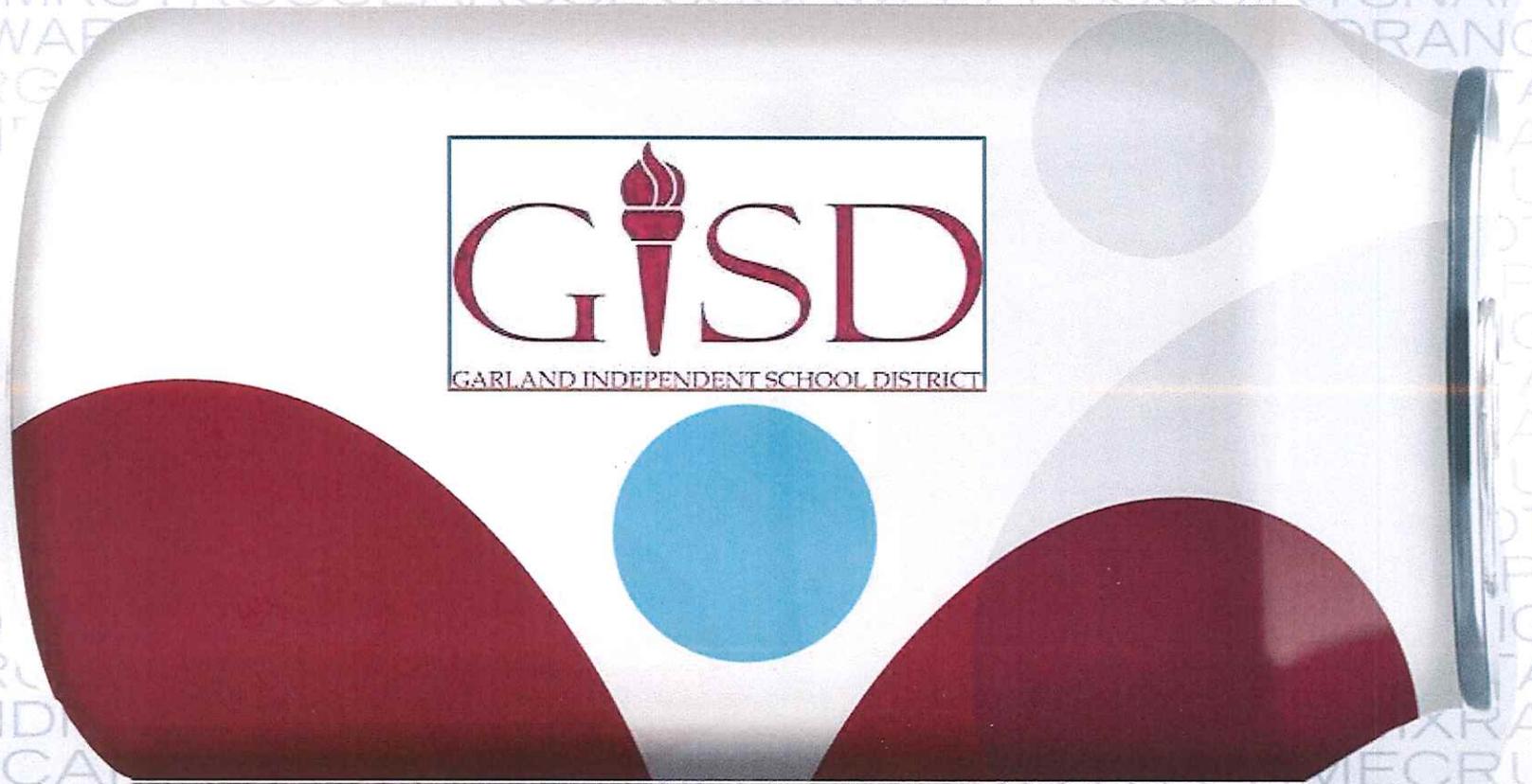
**Recommended Amount**

\$100,000 – 199 General Fund

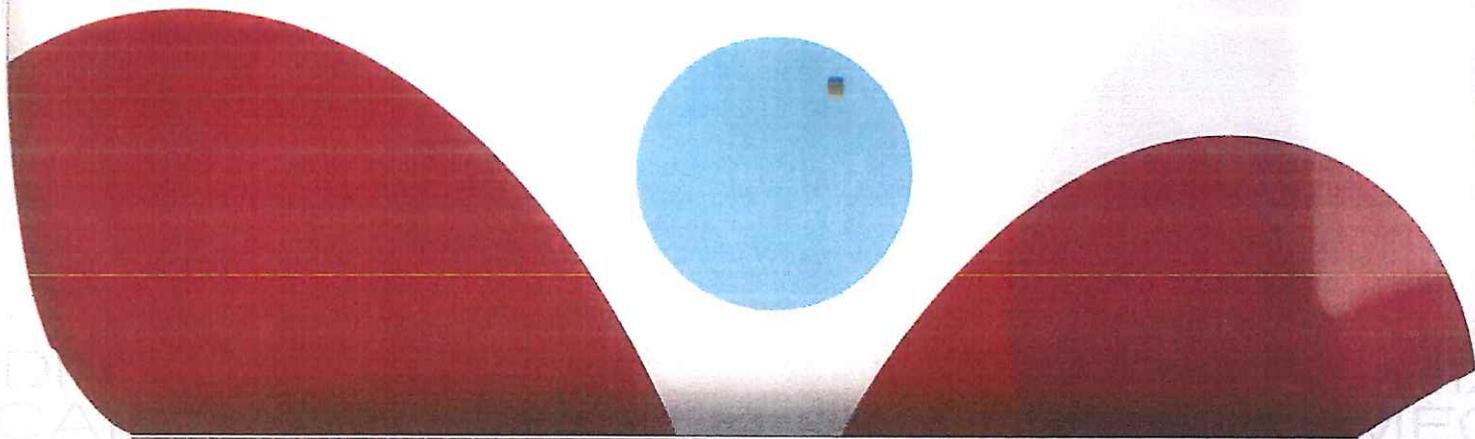
**RFP 71-21 Exclusive Beverage Vending Equipment and Services - CRITERIA EVALUATION FORM**

EVALUATION CRITERIA		FIRM	FIRM
		Keurig Dr. Pepper	Turner Vending
Parameters:	Max Points		
Proposed Price:		30.00%	2.00%
<b>The purchase price; <u>NOT TO BE EVALUATED BY COMMITTEE MEMBERS</u>. Purchasing Dept. will enter separately. Based on a standard formula Personal Property Purchase: 50-55, Combination of Goods and Services or Service (only):40-50 Split with long-term cost if applicable.</b>	55	55	4
<b>The reputation and quality of the vendor's goods or services; Combined with 2.</b>	12	12	0
<b>The quality of the vendor's goods or services;</b>	15	15	5
<b>The extent to which the goods or services meet the district's needs;</b>	15	15	5
<b>The vendor's past relationship with the district;</b>	3	3	0
The impact on the ability of the district to comply with the laws and rules relating to historically under-utilized businesses (HUB); <b>(must be 0 points)</b>	0	0	0
<b>The total long-term cost to the district to acquire the vendor's goods and services;</b>	0	0	0
<b>Financial strength of company</b>	0	0	0
Total Points	100	100	14

DEJABLUEDRPEPPERHAWAIIANPUNCHIBCMISTICMOTT'S  
MR&MRSTRCCOLAROSE'SSCHWEPPESSQUIRTSNAPPLE  
STEWART'SSUNKISTSODAAGUAFIELYOO-HOOORANGINA  
MARGARITAVILLEHIRESWINKNANTUCKETNECTARS  
SUNDROPVENOMPENAFIELTAHITIAN TREATMXRA&W  
7UPCANADADRYCLAMATOCOUNTRYTIMECRUSH  
DEJABLUEDRPEPPERHAWAIIANPUNCHIBCMISTICMOTT'S  
MR&MRSTRCCOLAROSE'SSCHWEPPESSQUIRTSNAPPLE  
STEWART'SSUNKISTSODAAGUAFIELYOO-HOOORANGINA  
MARGARITAVILLEHIRESWINKNANTUCKETNECTARS  
SUNDROPVENOMPENAFIELTAHITIAN TREATMXRA&W  
7UPCANADADRYCLAMATOCOUNTRYTIMECRUSH  
DEJABLUEDRPEPPERHAWAIIANPUNCHIBCMISTICMOTT'S  
MR&MRSTRCCOLAROSE'SSCHWEPPESSQUIRTSNAPPLE  
STEWART'SSUNKISTSODAAGUAFIELYOO-HOOORANGINA  
MARGARITAVILLEHIRESWINKNANTUCKETNECTARS  
SUNDROPVENOMPENAFIELTAHITIAN TREATMXRA&W  
7UPCANADADRYCLAMATOCOUNTRYTIMECRUSH  
DEJABLUEDRPEPPERHAWAIIANPUNCHIBCMISTICMOTT'S  
MR&MRSTRCCOLAROSE'SSCHWEPPESSQUIRTSNAPPLE  
STEWART'SSUNKISTSODAAGUAFIELYOO-HOOORANGINA  
MARGARITAVILLEHIRESWINKNANTUCKETNECTARS



# Financial Sponsorship





# Commissions and Vending Prices

KDP will pay 30% commission on Vending sales – no commission will be paid on any Coke & Diet Coke products.

- Vending machine prices will be as follows:

Product	Years 1-2	Comm. Amount	Years 3-5	Comm. Amount
20oz CSD/Deja Blue Bottles	\$1.50	\$10.80	\$2.00	\$14.40
12oz Cans	\$1.00	\$7.20	\$1.50	\$10.80
11.5oz Snapple Juice	\$1.00	\$7.20	\$1.50	\$10.80
16oz Snapple	\$1.50	\$10.80	\$2.00	\$14.40
20oz Core Hydration	\$2.00	\$14.40	\$2.50	\$18.00
20oz Coke/Diet Coke	\$2.00	\$0	\$2.50	\$0

- Any vendor that has a Credit Card Reader option installed will be subject to a .10¢ surcharge per vend.
- KDP will offer 2 selections of 20oz Coke and/or Diet Coke in vending machines where the district requests - No commission will be paid on vending sales of Coke/Dt Coke
- Company will donate 500 cases of 12oz Cans and/or 16.9oz Deja Blue water per year to be used at the discretion of the school district.





# Payment Summary

Payment	5 Years
*Sponsorship	\$500,000
Free Goods (value)	\$37,500
Est. Commission	\$572,981
Total	

**\$1,110,481**

\*KDP agrees to pay Garland ISD a sponsorship payment of \$100,000 per year. This sponsorship payment is based on Garland ISD purchasing 17,000 cases per year.





**Garland Independent School District  
Board of Trustees**

**Date of Meeting:** July 27, 2021

**Agenda Item:** Consider Approval of Purchase of Exclusive Beverage Vending Equipment and Services  
One (1) Year with Five (5) Annual Renewal Options

**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 of the bids for exclusive beverage vending equipment and services for the District, discussed in the July 20, 2021 Finance Committee Meeting. It is staff's recommendation that the bid be awarded as indicated below.

Keurig Dr. Pepper

The estimated total amount of the bid is not to exceed \$100,000. Potential funding is indicated below.

**General Fund (199)**

**Administrative Recommendations:**

Provided for your consideration.



**Garland Independent School District  
Board of Trustees**

**Date of Meeting:** July 27, 2021

**Agenda Item:** Consider Approval of Purchase of Trash Bags and Can Liners - Warehoused  
One (1) Year

**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 bids for trash bags and can liners - warehoused for the District, discussed in the July 20, 2021 Finance Committee Meeting. It is staff's recommendation that the bid be awarded as indicated below.

**Primary:**  
Complete Supply  
Wedge Supply, Inc.

**Alternate:**  
Central Poly-Bag Corporation

The estimated total amount of the bid is not to exceed \$125,000. 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 **Trash Bags and Can Liners – Warehoused** from the company or companies listed below provides the best value to the Garland Independent School District.

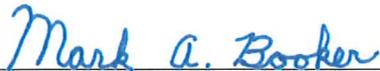
Primary  
Complete Supply  
Wedge Supply, Inc.

Alternate  
Central Poly-Bag Corporation

**NOT TO EXCEED AMOUNT:**

**\$ 125,000**

<b>Procurement Method:</b>	Request for Proposal
<b>Contract Number:</b>	65-21
<b>Contract Term:</b>	One (1) year
<b>Potential Funding Source:</b>	(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, Ed.D.  
Chief Financial Officer



**Garland Independent School District**

Date: June 9, 2021

To: Mark A. Booker, Executive Director of Purchasing

From: Lynn Daniel, Assistant Director of Custodial Operations

RE: Recommendation to Award RFP 65-21 Trash Bags and Can Liners –  
Warehoused

---

**Action Required**

New Award

**Material/Service**

Large trash bags and classroom trash can liners

**Purpose**

Custodial use

**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**

\$125,000 – 199 General Fund

GARLAND INDEPENDENT SCHOOL DISTRICT

Auction Title: 65-21 TRASH BAGS AND CAN LINERS - WAREHOUSED	Bid Rfq Num:32472
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Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Supplier	Price	Extended Price
1			TRASH BAG, 43" X 47", 55 GAL., 1.1 MIL., CLEAR, 100/CS, 14.82 LB WEIGHT PER BOX, 70 LB MINIMUM DRY LOAD CAPACITY	2000	CS	SCHOOL SPECIALTY INC	NB	NB
	N	5VP - Vendor Performance				INTERBORO PACKAGING CORP	14.48	28,960.00
	Y					WEDGE SUPPLY INC	15.44	30,880.00
	ALTERNATE					COMPLETE SUPPLY	15.66	31,320.00
						CENTRAL POLY-BAG CORPORATION	15.70	31,400.00
						LAST GROUP ENTERPRISES	16.47	32,940.00
						SAFEWAY SUPPLY INCORPORATED	16.50	33,000.00
						VM GRAPHIC PACKAGING AND SAFETY PRODUCTS LLC	17.05	34,100.00
						UNIPAK CORP	17.98	35,960.00
						ALL AMERICAN POLY	18.17	36,340.00
						INTERLINE BRANDS INCORPORATED	19.14	38,280.00
						MATERA PAPER CO INC	20.80	41,600.00
						COMPETITIVE CHOICE	21.16	42,320.00
	2						TRASH BAG, 43" X 47", 55 GAL., 1.1 MIL., BLACK, 100/CS, 14.82 LB WEIGHT PER BOX, 70 LB MINIMUM DRY LOAD CAPACITY	4000
Y			WEDGE SUPPLY INC	12.34	49,360.00			
ALTERNATE			CENTRAL POLY-BAG CORPORATION	13.80	55,200.00			
			INTERBORO PACKAGING CORP	13.98	55,920.00			
			UNIPAK CORP	14.27	57,080.00			
			COMPLETE SUPPLY	15.66	62,640.00			
			LAST GROUP ENTERPRISES	15.99	63,960.00			
			INTERLINE BRANDS INCORPORATED	16.24	64,960.00			
			SAFEWAY SUPPLY INCORPORATED	16.50	66,000.00			
			VM GRAPHIC PACKAGING AND SAFETY PRODUCTS LLC	17.02	68,080.00			
			MATERA PAPER CO INC	17.63	70,520.00			
			ALL AMERICAN POLY	18.17	72,680.00			
			COMPETITIVE CHOICE	21.16	84,640.00			

The District solicited 242 suppliers and received 13 responses.

GARLAND INDEPENDENT SCHOOL DISTRICT

Ln #	Award (Y/N)	Reason	Item Description	Quantity	UOM	Supplier	Price	Extended Price
3			TRASH BAG, CLASSROOM, 24" X 33", 8 MICRON, BLACK 1000/CS, 16.63 LB WEIGHT PER BOX, 15 LB MINIMUM DRY LOAD CAPACITY	1000	CS	SCHOOL SPECIALTY INC	NB	NB
	Y					COMPLETE SUPPLY	14.19	14,190.00
	N	5VP - Vendor Performance				INTERBORO PACKAGING CORP	14.64	14,640.00
	ALTERNATE					CENTRAL POLY-BAG CORPORATION	16.20	16,200.00
						WEDGE SUPPLY INC	18.11	18,110.00
						UNIPAK CORP	19.70	19,700.00
						VM GRAPHIC PACKAGING AND SAFETY PRODUCTS LLC	21.05	21,050.00
						MATERA PAPER CO INC	21.33	21,330.00
						SAFEWAY SUPPLY INCORPORATED	21.95	21,950.00
						COMPETITIVE CHOICE	22.19	22,190.00
						INTERLINE BRANDS INCORPORATED	22.70	22,700.00
						LAST GROUP ENTERPRISES	23.92	23,920.00

The District solicited 242 suppliers and received 13 responses.

RFP 65-21 Trash Bags and Can Liners - Warehoused



## Garland Independent School District Board of Trustees

**Date of Meeting:** July 27, 2021

**Agenda Item:** Consider Approval of Purchase of Instructional Materials and Related Supplies  
One (1) Year

**Agenda Section:** Action Item

**Administrator Responsible:** Dr. Kim Caddell  
Assistant Superintendent of Curriculum & 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 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.

### 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 bids for instructional materials and related supplies for the District, discussed in the July 20, 2021 Finance Committee Meeting. It is staff's recommendation that the bid be awarded as indicated below.

School Specialty, LLC

The estimated total amount of the bid is not to exceed \$564,000. 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 **Instructional Materials and Related Supplies** from the company or companies listed below provides the best value to the Garland Independent School District.

School Specialty, LLC

**NOT TO EXCEED AMOUNT:**

**\$ 564,000**

<b>Procurement Method:</b>	Cooperative Purchase Contract Choice Partners
<b>Contract Number:</b>	302-22
<b>Contract Term:</b>	One (1) year
<b>Potential Funding Source:</b>	(199 General Fund)



Mark A. Booker  
Executive Director of Purchasing



Kim Caddell, Ed. D  
Assistant Superintendent of  
Curriculum & 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: June 15, 2021

To: Donald W. Friedel, Assistant Director of Purchasing

From: Mayte Rocio Martinez, Buyer

RE: Recommendation to Award Contract 302-22 Instructional Materials and Related Supplies

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**Action Required**

New Award

**Material/Service**

Instructional materials for students and staff Pre-K through 12<sup>th</sup> grade.

**Purpose**

To facilitate the purchase of an array of instructional materials through the punch-out system. Implementing this contract will allow for the generation of purchase orders within a 24 hour issuance of purchase order to supplier. This turnaround results in our schools receiving instructional material promptly and quickly which become accessible to the students within a matter of days.

**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 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.

### **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**

\$564,000 - 199 General Fund



**Garland Independent School District  
Board of Trustees**

**Date of Meeting:** July 27, 2021

**Agenda Item:** Consider Approval of Increase in Awarded Amount for Web Based Special Education Management Systems First of Three (3) Annual Renewal Options

**Agenda Section:** Action Item

**Administrator Responsible:** Dr. Kim Caddell  
Assistant Superintendent of Curriculum and Instruction

**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 #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 #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 web based special education management systems for the District, discussed in the July 20, 2021 Finance Committee Meeting. It is staff's recommendation that the bid be increased as indicated below.

**Frontline Technologies Group LLC**

Original Award Amount: \$ 160,000  
(January 26, 2021)

Increase Amount: \$ 400,000

The estimated total amount of the bid is not to exceed \$560,000. 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 **Web Based Special Education Management Systems** from the company or companies listed below provides the best value to the Garland Independent School District.

Frontline Technologies Group LLC

**ORIGINAL AMOUNT:** **\$ 160,000**  
**(January 26, 2021)**

**INCREASE AMOUNT:** **\$ 400,000**

**NOT TO EXCEED AMOUNT:** **\$ 560,000**

<b>Procurement Method:</b>	Interlocal Contract Education Service Center Region 19
<b>Contract Number:</b>	37-21
<b>Contract Term:</b>	First of three (3) annual renewal options.
<b>Potential Funding Source:</b>	(199 General Fund)



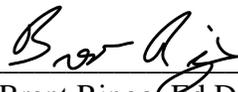
Mark A. Booker  
Executive Director of Purchasing



Kim 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: June 3, 2021

To: Mark Booker, Executive Director of Purchasing

From: Amy Quinn, Special Education Coordinator

RE: Recommendation to Increase Contract 37-21 Web Based Special Education Management Systems

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**Action Required**

Increase

**Material/Service**

Frontline Education Tracking & Medicaid is an additional application to Garland ISD's existing Frontline Education Special Education & Intervention system currently in use to develop independent education plans and full individual evaluations.

**Purpose**

Frontline Education Tracking & Medicaid is a Medicaid billing program that is fully integrated with Frontline Education Special Education & Interventions. The Tracking & Medicaid application allows service providers to document services provided that complies with IDEA B and state special education laws. Frontline Education will maximize Medicaid claiming and compliance with audit-ready documentation and full transparency into every stage of the claiming process. Frontline Education Tracking and Medicaid is student based and instructional and related service providers will utilize the integrated system to document IEP services. The service tracking application will increase documentation and Medicaid reimbursements making service delivery and progress monitoring more efficient and effective.

With the current Medicaid provider contract, Garland ISD has 42% provider participation and a goal set by MSB of 67%. The goal with Frontline Education is 100% provider participation, which is attainable due to the integration with the special education IEP system. Frontline Education Special Education & Intervention is currently in use with all special education teachers and related service providers. Adding the Tracking & Medicaid application will allow special education teachers and related service providers a more reliable, inclusive system that allows opportunity for accurate documentation and progress reporting.

## **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 #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 #5 – District Management**

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

#### **Recommended Amount**

\$400,000 – 199 General Fund



1400 Atwater Drive Malvern, PA 19355

06/24/2021

Customer:	Order Form Details:
Garland Independent School District 501 S. Jupiter PO Box 469026 Garland, Texas, 75046 United States	<b>Pricing Expiration:</b> 7/29/2021 <b>Quote Currency:</b> USD <b>Account Manager:</b> Patisu Plott
<b>Contact:</b> Amy Quinn <b>Title:</b> Special Needs Coordinator <b>Phone:</b> <b>Email:</b> alquinn@garlandisd.net	<b>Startup Cost Billing Terms:</b> One-Time, Invoiced after signing <b>Subscription Billing Frequency:</b> Annual <b>Sale Type:</b> New <b>Initial Term:</b> 9/01/2021 – 6/30/2023

Pricing Overview	Amount
One-Time Fees	\$67,950.00
Annual Recurring Fees	\$400,000.00
(Initial Term Prorated Fees)	\$332,054.81

One-Time Fees Itemized Description	Quantity
Frontline Implementation	

Annual Recurring Fees Itemized Description	Start Date	End Date
<b>Segment 1</b>		\$332,054.80
Service Tracking, Personal Care, Transportation, Resource Management, Medicaid Claiming & Cost Report, (Unlimited Use)	9/01/2021	Prorated Term 6/30/2022
<b>Segment 2</b>		\$400,000.00
Service Tracking, Personal Care, Transportation, Resource Management, Medicaid Claiming & Cost Report, (Unlimited Use)	7/01/2022	Annual Term 6/30/2023



1400 Atwater Drive Malvern, PA 19355

06/24/2021

**Additional Order Form Information**

**Special Instructions and Additional Terms**

Deferred start date of 9-1. Board approval 7-27. Contract return July 29th. Pro-rated SAAS invoice due September 2021.

**Tax Information**

Tax Exemption: We currently have a tax exemption certificate on file for you.

**PO Information**

PO Status: Purchase order to follow

PO #:

Note: If a Purchase Order is required, Customer shall submit the PO to Frontline within ten (10) business days of signing this Order Form by emailing it to [billing@frontlineed.com](mailto:billing@frontlineed.com), otherwise a PO shall not be required for payment



1400 Atwater Drive Malvern, PA 19355

06/24/2021

Invoicing Schedule	Due Date	Amount
<b>One Time Fees</b> Frontline Implementation	Upon Signing	\$67,950.00 + applicable sales tax
<b>Segment 1</b> Service Tracking, Personal Care, Transportation, Resource Management, Medicaid Claiming & Cost Report, (Unlimited Use)	September 2021	\$332,054.80 (prorated + applicable sales tax term)
<b>Segment 2</b> Service Tracking, Personal Care, Transportation, Resource Management, Medicaid Claiming & Cost Report, (Unlimited Use)	7/31/2022	\$400,000.00 (annual + applicable sales tax term)



1400 Atwater Drive Malvern, PA 19355

06/24/2021

This Order Form and any software, downloads, upgrades, documentation, service packages, material, information, or services set forth herein are governed by the terms of the Master Services Agreement, software license or other agreement with Frontline (the Agreement). BY SIGNING BELOW OR OTHERWISE ACCESSING, VIEWING, OR USING ANY SOFTWARE, DOWNLOADS, UPGRADES, DOCUMENTATION, SERVICE PACKAGES, MATERIAL, INFORMATION, OR SERVICES SET FORTH HEREIN, CUSTOMER CERTIFIES THAT IT HAS READ AND AGREES TO THE ORDER FORM TERMS (the Order Form Terms) ATTACHED HERETO AND THE AGREEMENT INCORPORATED HEREIN AND SHALL BE BOUND BY THE SAME. Customer also agrees that the terms of the Agreement and the Order Form Terms are confidential information of Frontline Technologies Group LLC, its affiliates and predecessors (collectively, Frontline) and are not to be shared with any third party without the prior written consent of Frontline.

<b>Frontline Technologies Group LLC dba Frontline Education</b>	<b>Garland Independent School District</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: 1400 Atwater Drive Malvern, PA 19355	Address: 501 S. Jupiter PO Box 469026 Garland, Texas 75046
Email: <u>billing@frontlineed.com</u>	Email: _____



**Garland Independent School District  
Board of Trustees**

**Date of Meeting:** July 27, 2021

**Agenda Item:** Consider Approval of Increase in Awarded Amount for Maintenance, Repair and Operations Supplies and Related Services  
First of Four (4) Annual Renewal Options

**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 maintenance, repair and operations supplies and related services for the District, discussed in the July 20, 2021 Finance Committee Meeting. It is staff's recommendation that the bid be increased as indicated below.

W.W. Grainger, Inc.

Original Award Amount: (November 17, 2020)	\$ 200,000
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Increase Amount:	\$ 100,000
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The estimated total amount of the bid is not to exceed \$300,000. 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 **Maintenance, Repair and Operations Supplies and Related Services** from the company or companies listed below provides the best value to the Garland Independent School District.

W. W. Grainger, Inc.

**ORIGINAL AMOUNT:** **\$ 200,000**  
**(November 17, 2020)**

**INCREASE AMOUNT:** **\$ 100,000**

**NOT TO EXCEED AMOUNT:** **\$ 300,000**

<b>Procurement Method:</b>	Cooperative Purchase Contract National Intergovernmental Purchasing Alliance DBA Omnia Partners
<b>Contract Number:</b>	238-16
<b>Contract Term:</b>	First of four (4) annual renewal options.
<b>Potential Funding Source:</b>	(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, Ed.D.  
Chief Financial Officer



**Garland Independent School District**

Date: June 16, 2021

To: Mark A. Booker, Executive Director of Purchasing

From: Edmund Lee, Coordinator of Facility and Maintenance Business Operations

RE: Recommendation to Increase Contract 238-16 Maintenance, Repair and Operations Supplies and Related Services

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**Action Required**

Increase

**Material/Service**

Maintenance and repair parts.

**Purpose**

The following increase is to stay compliant with district procurement laws and allow the Maintenance department the ability to procure MRO parts and capital equipment.

**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**

\$100,000 – 199 General Fund



**Garland Independent School District  
Board of Trustees**

**Date of Meeting:** July 27, 2021

**Agenda Item:** Consider Approval of Increase in Awarded Amount for Broadcasting Supplies, Equipment and Services One (1) Year with Four (4) Annual Renewal Options

**Agenda Section:** Action Item

**Administrator Responsible:** Ms. Sherese Lightfoot  
Executive Director of Communications & Public Relations

**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 #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 recommendation of the increase in awarded amount for broadcasting supplies, equipment and services for the District, discussed in the July 20, 2021 Finance Committee Meeting. It is staff’s recommendation that the bid be increased as indicated below.

B&H Foto & Electronics Corporation  
Videotex Systems Inc.

Original Award Amount: \$ 200,000  
(July 28, 2020)

Increase Amount: \$ 100,000

The estimated total amount of the bid is not to exceed \$300,000. Potential funding is indicated below.

**General Fund (199) – 53%**  
**Title I Part A – Improving Basic Programs (211) – 47%**

**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 **Broadcasting Supplies, Equipment and Services** from the company or companies listed below provides the best value to the Garland Independent School District.

B&H Foto & Electronics Corporation  
Videotex Systems Inc.

**ORIGINAL AMOUNT:** **\$ 200,000**  
**(July 28, 2020)**

**INCREASE AMOUNT:** **\$ 100,000**

**NOT TO EXCEED AMOUNT:** **\$ 300,000**

<b>Procurement Method:</b>	Request for Proposal
<b>Contract Number:</b>	294-20
<b>Contract Term:</b>	One (1) year with four (4) annual renewal options.
<b>Potential Funding Source:</b>	(199 General Fund) 53% (211 Title I Part A - Improving Basic Programs) 47%

  
\_\_\_\_\_  
Mark A. Booker  
Executive Director of Purchasing

  
\_\_\_\_\_  
Sherese Lightfoot  
Executive Director of  
Communications & Public Relations

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: June 9, 2021

To: Misty Roberts, Buyer

From: Delbert Richardson, Coordinator of GRS-TV

RE: Recommendation to Increase RFP 294-20 Broadcasting Supplies,  
Equipment and Services

---

**Action Required**

Increase

**Material/Service**

Television and broadcasting equipment used for district video services and LCTV magnet program.

**Purpose**

It will be used daily by the GRS-TV staff and LCTV students. Some of the equipment will be used for graduations, board meetings, student events, student athletics, and various communications throughout the district.

**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 #6 – Community Relations & Relationship Building**

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

**Recommended Amount**

\$100,000 – 199 General Fund 53%, 211 Title I Part A – Improving Basic Programs 47%



**Garland Independent School District  
Board of Trustees**

**Date of Meeting:** July 27, 2021

**Agenda Item:** Consider Approval of Increase in the Project Owner Contingency Amount for Multi-Campus Additions and Renovations-Jackson MS, Lyles MS, PAC, Cisneros Pre-K and Parsons Pre-K (2014 Bond Program)

**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 recommendation for the increase of the project owner controlled contingency allowance amount which is within the approved bid package budget for Contract #500-3.11-18, BP 3.11-Multi-Campus Additions and Renovations-Jackson MS, Lyles MS, PAC, Cisneros Pre-K and Parsons Pre-K for Multi-Campus Additions and Renovations-Jackson MS, Lyles MS, PAC, Cisneros Pre-K and Parsons Pre-K. It is staff's recommendation that in order to complete pending work items, the project owner controlled contingency allowance amount be increased as indicated below. All campuses have achieved substantial completion.

Reeder General Contractor, Inc.

Original Not to Exceed Amount: (January 9, 2018)	\$16,525,745
Revised Reeder General Contractor, Inc. Agreement:	\$13,512,702

The potential funding is as indicated below.

**2014 Bond Authorization Fund (681)**

This agenda item was presented to the Facilities Committee and Finance Committee for review on July 20, 2021.

**Administrative Recommendations:**

Provided for your consideration.



**MEMORANDUM**

**DATE:** June 23, 2021

**TO:** Dr. Brent Ringo, Chief Financial Officer

**FROM:** Javier Fernandez, Director, Facilities Planning and Construction Services 

**CC:** Paul Gonzales, Executive Director, Facilities and Maintenance

**SUBJECT:** **CSP 500-3.11-18 (PH3-BP11) Consider Approval of Increase in the Project Owner Contingency Amount for Multi-Campus Additions and Renovations-Jackson MS, Lyles MS, PAC, Cisneros Pre-K and Parsons Pre-K (2014 Bond Program)**

At the January 9, 2018 meeting, the Garland ISD Board of Trustees approved staff’s recommendation to award the construction contract of Bid Package 3.11 to Reeder General Contractors, Inc., with a Not-to-Exceed budget of \$16,525,745.00. The construction contract was subsequently executed in the amount of \$13,308,000.00.

I recommend the increase to the project owner controlled contingency allowance for the Multi-Campus Additions and Renovations-Jackson MS, Lyles MS, PAC, Cisneros Pre-K and Parsons Pre-K (2014 Bond Program) be accepted. Revised contractual agreement amount will be \$13,512,702.00.

February 7, 2018	Reeder General Contractor, Inc. Awarded Agreement	\$13,308,000.00
July 30, 2018	Change Order 01 – Parsons Prek Resinous Flooring and Carpet, Cisneros Prek Resinous Flooring	\$47,566.00
November 12, 2018	Change Order 02 – Lyles MS Corridor Flooring Replacement	\$95,819.00
	Change Order 03	\$61,317.00
Revised Reeder General Contractor, Inc. Awarded Agreement		<b>\$13,512,702.00</b>

Change Order 03 Items	
District Requested Band Hall Changes	\$28,701.00
Modifications to Walls, Deck in Practice Rooms	\$1,779.00
Conceal Ductwork in Band Hall	\$4,170.00
Relocate Sewer Clean-Out	\$2,659.00
Add Fur Down in Orchestra	\$4,528.00
Add Fire-Rated Chase Crawlspace	3,148.00
Repair Plaster at Window Openings	\$11,273.00
Motorized Projection Screens	\$14,332.00

Potential funding is indicated below.  
 Bond Funds (681) 100%

All projects within bid package have achieved substantial completion.