

Agenda of Regular Meeting

The Board of Trustees Grand Prairie Independent School District

A Regular Meeting of the Board of Trustees of Grand Prairie Independent School District will be held Thursday, November 12, 2020, beginning at 5:30 PM in the Board Room at the Education Center, 2602 South Belt Line Road, Grand Prairie, TX 75052.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E, or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

1. **5:30 P.M. - CALL TO ORDER**
2. **RECESS TO CLOSED SESSION**
 - A. Board Discussion of Personnel Matters under § 551.074: Employment, Retirement(s), Termination(s)/Proposed Termination(s), Proposed Nonrenewal(s), Request(s) for Leave of Absence, Request(s) for Extended Leave Without Pay, Resignation(s), Reassignment(s), Job Abandonment, Proposed Extension of Probationary Contract(s), Proposed Suspension Without Pay, Administrator Contract Recommendations, Non-Administrator Contract Recommendations
 - B. Pursuant to Texas Government Code Section § 551.074 to deliberate the appointment, employment, evaluation, reassigned, duties discipline, or dismissal of a public officer or employee; including a discussion on the recommendation to propose the termination/discharge of the probationary contract of Kendall Pearson prior to the end of the contract period.
 - C. Pursuant to Texas Government Code Section § 551.071 to consult with the District's attorney, in person or by phone, on a matter in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code; including a discussion on the recommendation to propose the termination/discharge of the probationary contract of Kendall Pearson prior to the end of the contract period.
 - D. Discussion of Real Property under § 551.072
 - E. Consultation with legal counsel regarding and/or involving pending or contemplated litigation or a settlement offer or on a matter which the School District's legal counsel determines should be confidential including contract negotiations in accordance with

Government Code § 551.082 § 551.0821 § 551.087 and § 551.071 respectively; Hawkland v. GPISD No. 3-19-cv-01822-B-

3. **RECONVENE IN OPEN SESSION**
 - A. Action as a Result of Closed Session
4. **INVOCATION**
5. **PLEDGE TO THE AMERICAN FLAG AND TEXAS FLAG**
6. **RECOGNITION OF SPECIAL GUESTS**

Presenter: Mr. Sam Buchmeyer

 - A. District Holiday Card created by GPISD student
 - B. Grand Prairie ISD Council of PTAs
 - C. GPISD Education Foundation - 50 years
 - D. Hispanic Heritage Month Awards
 - E. Lone Star State School Counselor Association Award Winners
 - F. Leadership Spotlight - Teacher Highlights
 - G. Students of Character
 - H. Hobbs Williams Elementary School - 2020 National Blue Ribbon School
7. **OPEN FORUM FOR AGENDA ITEMS**
8. **ADOPT AGENDA**
9. **PUBLIC HEARING: SCHOOL FIRST (FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS)** 4

Presenter: Ms. Tracy Ray
10. **CONSENT AGENDA**
 - A. Minutes from Previous Meetings 5
 - B. Employment, Retirement(s), Request(s) for Leave of Absence, Resignation(s), Reassignment(s), Request(s) for Temporary Disability, Proposed Extension of Probationary Contract(s), Administrator Contract Recommendations, Non-Administrator Contract Recommendations
 - C. Regular Reports of the Superintendent
 1. Purchasing Contracts 13

Presenter: Ms. Tracy Ray
 2. Tax Collection Report 15

Presenter: Ms. Tracy Ray
 3. Revenue and Expenditure Report 16

Presenter: Ms. Tracy Ray
 4. Budget Transfers/Amendments - General Fund #3 17

Presenter: Ms. Tracy Ray
 - D. Consider Approval of the Central Texas Purchasing Alliance Interlocal Participation Agreement and Membership Fee 18

Presenter: Ms. Sherry Ellis
 - E. Consider Approval of Bids for Sale of Surplus Property 19

Presenter: Mr. Phil Jimerson
 - F. Consider Approval of GPISD Education Foundation Memorandum of Understanding 37

Presenter: Dr. Loraine Morazzano
 - G. Approval of Board Travel
11. **ACTION ITEMS**
 - A. 2020-2021 District/Campus Improvement Plan Goals/Performance Objectives and Targeted Improvement Plans 41

Presenter: Ms. Pat Lewis
 - B. Consider Approval of Emergency Operations Plan 42

Presenter: Dr. Vern Alexander

C.	Consider Taking Action on Employee Contracts	44
	Presenter: Ms. Linda Ellis	
D.	Consider Teacher Resignations/Contract Abandonment	45
	Presenter: Ms. Linda Ellis	
E.	Consideration of and Possible Action on the Superintendent's Recommendation to Propose Termination/Discharge of Teacher Kendall Pearson's Probationary Contract prior to the end of the Contract Period.	46
	Presenter: Ms. Karry Chapman	
12.	INFORMATION ITEMS	
A.	Safety Audit	47
	Presenter: Dr. Vern Alexander	
B.	Network Upgrades	48
	Presenter: Mr. Chris Malone	
C.	HB3 Board Goals Presentation	49
	Presenter: Dr. Angela Herron and Ms. Cornelia McCowan	
D.	Grand Prairie High School ECHS Nursing Academy Update	50
	Presenter: Mr. Winston Minix, Ms. Lenora Brown, Dr. Wendy Mathis	
E.	Review of Board Agenda Calendar	51
	Presenter: Superintendent and Board of Trustees	
13.	OPEN FORUM FOR NON-AGENDA ITEMS	
A.	Persons attending the meeting may request an Open Forum Sign-Up Card. The card must be completed in its entirety and submitted to the Board President or designee prior to the meeting being convened. This second Open Forum allows individuals to address the Board on any subject, except personnel and individual/specific students. Any personnel concern should be brought directly to the attention of the Superintendent prior to the meeting. Speakers will be limited to five (5) minutes. When more than one individual wishes to address the same topic, the Board President may ask the group to appoint one spokesperson.	
14.	COMMENTS FROM INDIVIDUAL BOARD MEMBERS	
A.	Board of Trustees expressions of thanks, congratulations, and condolences.	
15.	ADJOURNMENT	



Action

Topic: Public Meeting to Discuss School FIRST (Financial Integrity Rating System of Texas)

Submitted by: Tracy Ray

Approved for transmittal to school board: *[Signature]*

Date assigned for board consideration: November 12, 2020

RECOMMENDATION:

RATIONALE:

The 2019-2020 School FIRST rating is based upon financial data for the fiscal period that ended August 31, 2019.

The Texas legislature created the School FIRST (Financial Integrity Rating System of Texas) in 2001 to communicate information and improve the management of school districts' financial resources. The system requires the Texas Education Agency to review the audited financial reports from all districts and assign financial management ratings based on how the data conforms to 5 critical indicators and 10 scored indicators. School districts are required to prepare an annual financial management report that includes the district's financial management performance rating from TEA, and the district's previous performance on the rating indicators. In addition, state law requires that school districts hold a public meeting to discuss the report.

BUDGETARY INFORMATION:

BOARD POLICY REFERENCE & COMPLIANCE:

**Minutes of Regular Meeting
The Board of Trustees
Grand Prairie Independent School District
October 15, 2020**

A Regular Meeting of the Board of Trustees of Grand Prairie Independent School District was held Thursday, October 15, 2020, beginning at 5:34 PM in the Board Room at the Education Center 2602 South Belt Line Road, Grand Prairie, TX 75052.

1. 5:30 P.M. - CALL TO ORDER

President King called the meeting to order at 5:34 p.m. and stated a quorum was present.

BOARD MEMBERS PRESENT:

Mr. Aaron King, President
Ms. Emily Liles, Vice President
Mr. Terry Brooks, Secretary
Mr. Burke Hall
Ms. Gloria Carrillo
Mr. Bryan Parra
Mr. David Espinosa

Ms. Ellis verified that notice of the meeting had been properly posted for the time and manner required by law.

The Board recessed to Closed Session at 5:35 pm.

2. RECESS TO CLOSED SESSION

2.A. Board Discussion of Personnel Matters under § 551.074: Employment, Retirement(s), Termination(s)/Proposed Termination(s), Proposed Nonrenewal(s), Request(s) for Leave of Absence, Request(s) for Extended Leave Without Pay, Resignation(s), Reassignment(s), Job Abandonment, Proposed Extension of Probationary Contract(s), Proposed Suspension Without Pay, Administrator Contract Recommendations, Non-Administrator Contract Recommendations

2.A.1. Discussion of Superintendent's Evaluation Process

2.B. Discussion of Real Property under Â§ 551.072.

2.C. Consultation with legal counsel regarding and/or involving pending or contemplated litigation or a settlement offer or on a matter which the School District's legal counsel determines should be confidential including contract negotiations in accordance with Government Code, § 551.082, § 551.0821, § 551.087, and § 551.071, respectively; Hawkland v. GPISD No. 3-19-cv-01822-B-

3. RECONVENE IN OPEN SESSION

The Board reconvened in Open Session at 7:07 pm.

3.A. Action as a Result of Closed Session

There was no Action taken as a result of Closed Session.

4. INVOCATION

Kathryn Strempeke
Pastor – First United Methodist Church

5. PLEDGE TO THE AMERICAN FLAG AND TEXAS FLAG

6. RECOGNITION OF SPECIAL GUESTS

- Micah Warren – Marshall Leadership Academy

The Board honored **Micah Warren**, a second grader at Marshall Leadership Academy, whose video went viral with the message to teachers, “Just keep pushing, just keep going!”

- GPISD Council of PTAs and Senator Royce West

Tara Dyer, president of the **GPISD Council of PTAs** and special guest **Senator Royce West**, honored all seven trustees and several administrators for being among those who joined all or some campus PTAs as part of the group’s Angel Membership Program.

- Grand Prairie Fine Arts Academy Singers

Trustees recognized **Grand Prairie Fine Arts Academy Vocal Music** Directors Joel Duarte and Candice Maughan and the GPFAA Vocal Music program selected as a 2020 Mark of Excellence winner.

- TAEA District of Distinction

GPISD Artist-in-Residence and Visual Arts Coordinator Judy Stone-Nunnally recognized the District’s Visual Arts Program and the 54 master art educators in the program. She thanked trustees for their support of the District’s Visual Arts program and announced that GPISD was named a **Texas Art Education Association District of Distinction**.

- Community Partner – World Vision

Community Partner **World Vision** was recognized for providing school supply kits to Seguin Elementary School. Seguin’s Assistant Principal Veronica Dixson and World Vision’s Partner Coordinator Roberta Taylor were on hand to honor this ongoing partnership.

- Hispanic Heritage Month Staff Awards and Hobbs Williams Elementary School – 2020 Blue Ribbon School

Due to unexpected family emergencies, recognition of the Hispanic Heritage Month Staff Awards and the Hobbs Williams Elementary School - 2020 Blue Ribbon School celebration were postponed until the November board meeting.

7. OPEN FORUM FOR AGENDA ITEMS

No one addressed the Board during Open Forum for Agenda Items.

8. ADOPT AGENDA

Mr. Brooks made a motion that the Board adopt the agenda. Mr. Hall seconded the motion.

Motion carried 7-0!

9. CONSENT AGENDA

Ms. Ellis stated that there are four items on the Consent Agenda. She recommended the Board approve the Consent Agenda as presented.

Mr. Hall made a motion to approve the Consent Agenda as presented. Mr. Parra seconded the motion.

Motion carried 7-0!

9.A. Minutes from Previous Meetings

9.B. Personnel: Routine Action

9.B.1. Employment, Retirement(s), Request(s) for Leave of Absence, Resignation(s), Reassignment(s), Request(s) for Temporary Disability, Proposed Extension of Probationary Contract(s), Administrator Contract Recommendations, Non-Administrator Contract Recommendations

Employment 10.15.20: Rebekah Benimoff, Williams Elementary; Daniel Chism, YWLA @ Arnold Middle School; Claire Clyne, Crockett EE School; Paige Galloway, GP Collegiate Institute; Desmond Gardiner, South Grand Prairie HS; Krystal Leon, Bonham EE School; Ilda Martinez, GP Collegiate Institute; Shalita Moore, Adams Middle School; Carl Perez, Travis WLA; Renee Watkins, YWLA @ Arnold MS; Alicia Williams, Dickinson Academy

Employment Addendum on 10.15.20: Jose Millan, Bonham EE School

Resignations: Patrick De Leon, South Grand Prairie HS; Sandra Hoklas, YWLA @ Arnold MS; Kassundra Tatum, Whitt FAA

Resignation Addendum on 10.15.20: Delise Chavers, Reagan Middle School; Diamond Collier, Truman Middle School; Citali Molina, Dubiski Career High School; Leonie Sambe, YMLA @ Kennedy MS; Dorene Villarrea; Austin Academy

Retirements: Emily Brinkley, Ed Center; Debora Durant, Williams Elementary

9.C. Regular Reports of the Superintendent

9.C.1. Purchasing Contracts

9.C.2. Tax Collection Report

9.C.3. Budget Transfers/Amendments-General Fund #2

9.C.4. August 31, 2020 Investment Report - 4th Quarter

9.D. Consider Approval to Request a Waiver to Use an Alternate District-Selected Seventh Grade Reading Instrument for 2020-2021

9.E. Approval of Board Travel

10. ACTION ITEMS

10.A. Consider Taking Action on Employee Contracts

There was no Action taken on Employee Contracts.

10.B. Consider Teacher Resignations/Contract Abandonment

Mr. Espinosa made a motion to accept Superintendent Ellis's recommendation that the Board make a finding that good cause does not exist for Ms. Rebecca Britton's and Mr. Jeremy Marshall's abandonment of contract for the 2020-2021 school year; and that the Administration and Board did not consent to the abandonment; and these two employees have failed to perform his/her contract; and the Board authorizes the Superintendent to file a complaint with the State Board of Educator Certification to seek sanctions for abandonment of Ms. Britton's and Mr. Marshall's contracts.

Mr. Brooks seconded the motion.

Motion carried 7-0!

11. INFORMATION ITEMS

11.A. College Readiness & College Access Updates

Executive Director of Counseling Services & College Access Dana Jackson and Executive Director of College Readiness Cornelia McCowan shared with the Board of Trustees the supports, data, and information used to assist students with being "Future-Ready." Topics included the Dallas County Promise, FAFSA, and various resources located on the District website.

11.B. 2020-2021 District/Campus Improvement Plan Performance Objectives and Targeted Improvement Plans

Associate Superintendent Pat Lewis presented the Performance Objectives for the 2020-2021 GPISD District/Campus Improvement Plans. These objectives are based on five goals that incorporate state and federal requirements, the Elements for Title I, Part A Schoolwide Campuses, and other district programs, and initiatives. Campus Improvement Plan Performance Objectives match the district; thus, all campus plans utilize the same five goals as the basis for their particular objectives and strategies.

Trustees also reviewed the Targeted Improvement Plans required by TEA for Fannin Middle School, David Daniels Academy of Science & Math, and Crosswinds Accelerated High School presented by principals Roberto Lopez, Marva Maynard-Walter, and Dr. Suzy Meyer respectively. Targeted improvement plans are designed to address specific areas of performance as stated in TEC §39.106 (d).

11.C. Emergency Operations Plan

Deputy Superintendent of Student Services Dr. Vern Alexander presented the Grand Prairie ISD Emergency Operations Plan (EOP) as required by Texas Education Code Section 37.108. The plan, which includes all the state-required elements, must also be submitted to the Texas School Safety Center.

This strategic framework includes guidance and structures to support the District's educational mission in a safe and secure environment. The objective of this plan is to minimize or mitigate the effects of natural, accidental, or malicious incidents affecting infrastructure, safety, security, and health. The plan is applicable to all Grand Prairie ISD facilities – including campuses and support facilities.

11.D. HB3 Board Goals Presentation - Early Childhood Literacy & Math Progress Measures

According to Texas Education Code, Sections 11.185 and 11.86, local school boards are required to adopt detailed plans developed by their management teams that achieve goals in two key areas:

- Early childhood literacy and mathematics proficiency
- College, career, and military readiness

Chief Teaching and Learning Officer Dr. Angela Herron, Director of Literacy, Dyslexia, and PK-12 Interventions M.J. Bowman, and Elementary Math and Science Facilitator Tamara Majors provided an overview of the recommended annual progress measures for the Early Childhood Literacy and Mathematics proficiency board goals through August 2024.

College, Career, and Military Readiness goals will be presented next month.

11.E. Review of Board Agenda Calendar

Ms. Ellis pointed out that the Education Foundation Golf Tournament will be Friday, Oct. 16. It will take place at Prairie Lakes at 9:00 am. Ms. Ellis stated that she has received many emails from people explaining to her that they are the winning team. She is not sure how it will turn out, but she looks forward to it. She thanked the Education Foundation Board members for all of their hard work.

12. OPEN FORUM FOR NON-AGENDA ITEMS

12.A. Persons attending the meeting may request an Open Forum Sign-Up Card. The card must be completed in its entirety and submitted to the Board President or designee prior to the meeting being convened. This second Open Forum allows individuals to address the Board on any subject, except personnel and individual/specific students. Any personnel concern should be brought directly to the attention of the Superintendent prior to the meeting. Speakers will be limited to five (5) minutes. When more than one individual wishes to address the same topic, the Board President may ask the group to appoint one spokesperson.

Mr. Harold R. Willis, 538 Lindly, Grand Prairie, TX addressed the Board during Open Forum for Non-Agenda Items. Mr. Willis stated these are dangerous times we are living in. He is concerned that teachers are being told they need to be back in the classroom October 19, 2020. He is asking the Board not to force anyone back right now. Mr. Willis said to give the teachers the option of what to do for the next two months. Mr. Willis asked the question “Where is the Leadership?” From a public safety standpoint, if a Board member is going to go to a public venue where a student can see them and knows they are someone in leadership without a mask on, they will want to know why they are required to wear a mask. He stated that it is leadership by example.

Ms. Doris Hill, 534 Frank Keasler Blvd, Duncanville, TX addressed the Board. Ms. Hill is President of the Grand Prairie Education Association/TSTA. Ms. Hill thanked the Board for taking part in the COVID Rapid Testing program. She said this testing will give rapid assurances to all. She said as we near the end of the 9-week period of the school year, she sees troubling signs for students, employees and the District. She said many of the students are failing and some classes are too crowded. Some older students are working due to the economy and are not attending classes in person or on Zoom. Ms. Hill presented two solutions to help with these issues. The first one is to bring back the Work Release program that would allow students to attend classes in the morning and work in the afternoon. The second solution would be to allow students to attend school four days a week. This would give them an extra day to work on assignments and master them. She said many teachers have already logged over 290 hours in Canvas. This doesn’t even include Zoom. Many employees are so stressed that some are having to seek medical help. She said something needs to give. Ms. Hill said that morale is also low. She feels the District may lose valuable employees during the year or next May. Employees that have been working remotely due to their health constraints or their families, are now being faced with having to come back October 19. Parents and students get a choice concerning virtual learning and teachers should get a choice too. Ms. Hill said the teachers love their students and love GPISD and hopes the District will work with them to find a solution.

13. COMMENTS FROM INDIVIDUAL BOARD MEMBERS

13.A. Board of Trustees expressions of thanks, congratulations, and condolences.

Ms. Carrillo thanked all of the presenters for the Information items tonight. She is really excited to hear all of the plans they have for College Readiness and College Access, Campus Improvement plans and Safety plans. She thanked our teachers, who are her heroes, for all of the challenging work that they are doing. She wants them to let the Board know if there is anything they can do.

Ms. Liles thanked all of the presenters for all of the good information presented. She thanked our teachers and our principals for all of the hard work they are doing on our campuses and virtually. She realizes it is a really tough job and the Board knows this and hears them. She thanked Council PTA for presenting the Board and staff with the pretty frames. Ms. Liles thanked everyone who joined PTA. Lastly, Ms. Liles gave a big thank you to Alisha Crumley for the mask that she made for the Board.

Mr. Parra invited the community to attend the State of the District on November 18, 11:30-1:00 pm. with Ms. Linda Ellis. Early voting has officially begun, October 13-October 30, so don't put off voting. Mr. Parra congratulated his parents for celebrating 28 years of marriage on October 9. He thanked teachers, principals, staff, and those in the administration building because the last month has not been easy to navigate. The reopening and continuing to work to keep our students safe on a daily basis, reminds him of year one all over again. Mr. Parra thanked everyone for all they do and for keeping our students safe.

Mr. Espinosa thanked all of the presenters. He thanked Micah Warren, the student from Marshall Leadership Academy. Mr. Espinosa said we are GPISD and we will get through this. He said this is a real pandemic and we need to take this seriously. Mr. Espinosa said that he has some family members who have passed away from COVID and hopes they rest in peace. He pointed out that Dia de los Muertos will be celebrated on November 1. Mr. Espinosa thanked all of the teachers and employees of GPISD and said they are heroes. He thanked all of the people from the community that spoke tonight at the meeting. He said it is ok to disagree if we have differences. He said we have to keep ourselves safe. Mr. Espinosa congratulated Mr. Parra's parents on their anniversary.

Mr. Hall thanked the staff, teachers and administrators and said that this is the most difficult year in education. He said that the Board loves them, and they need to hang in there. He expressed his gratitude to the community for allowing him to sit on the Board and said it is an absolute honor to serve them.

Mr. Brooks echoed the sentiments of his colleagues regarding the presentations tonight. He said it just shows what an awesome District that we are a part of. It shows the love, compassion and caring for every employee and every student in this District. He does not take it lightly that what he does can keep a student or an employee out of harm's way. Mr. Brooks feels safe with our District and children and said the Early Childhood presentation that was presented tonight showed that is where it all starts. He asked that Mark and Missy Steger be kept in our prayers due to some health issues unrelated to COVID.

Ms. Ellis thanked all of the presenters. She said they had amazing presentations. She thanked every one of our employees for stepping up. This includes teachers, custodians, transportation, food service, grounds workers and she appreciates it very much. She wanted to recognize the work of our principals and said it has been long and hard and they step up to every challenge that has been presented to them. She offered sincere thanks. Ms. Ellis thanked Council PTA and appreciates them for recognizing our involvement in PTA. Ms. Ellis said we all know to keep pushing on and keep on going.

Mr. King expressed appreciation for our principals. He said it starts with them on a campus level with their leadership, love, grace, compassion and desire to succeed and to be a team. He said it trickles down to our teachers and then our students and that is our winning success. Mr.

King said teachers and principals are all doing a great job. He said he is proud of them and the Board is there to support them. He also thanked Ms. Crumley for the mask. He said for teachers to remember it's "Because Kids" and that should be a light at the end of the tunnel. Mr. King wanted to keep the Bartels and Stegers in our prayers for health reasons. President King also wanted to thank the Board for taking care of their constituents and for their leadership.

14. **ADJOURNMENT**

Mr. King adjourned the meeting at 9:25 pm on October 15, 2020.

CONTRACTS FOR BOARD APPROVAL

November 12 , 2020

(Pursuant to Paragraph 1 CH (LOCAL) Unless Specifically Stated Otherwise)

VENDOR	NOT TO EXCEED ANNUAL AMOUNT
CATEGORY: Administrative, Co-Curricular and Instructional Contracted Services	
Afton Brown	\$15,000.00
Behavior Genius Co-op LLC	\$15,000.00
Encyclopedia Britannica (PRIOR Board Approval on August 13, 2020 in the Amount of \$23,000.00)	\$10,000.00
Chester McCrary	\$35,000.00
Paramount Education Evaluation & Consulting Services (PRIOR Board Approval on August 13, 2020 in the Amount of \$16,500)	\$52,000.00
CATEGORY: Architect, Engineering, & Legal Professional Services as Defined by Texas Education Code - TEC 44.031(F)	
Image Engineering Group, Ltd.	\$30,000.00
CATEGORY: Equipment, Supplies and/or Installation for Maintenance, Facilities, Transportation, and Food Service	
Big John's Nursery	\$5,000.00
General Parts	\$15,000.00
John James	\$50,000.00
Work Wear Safety Shoes	\$5,000.00
Wurth Louis	\$5,000.00
CATEGORY: Interlocal Agreement and/or State Procurement Programs	
CDWG, Inc. (PRIOR Board Approval on August 13, 2020 in the Amount of \$622,000.00)	\$300,000.00
CATEGORY: Print Services, Awards/Recognition Items, and Promotional/Spirit Items	
TDG Creative (PRIOR BOARD APPROVAL ON AUGUST 13, 2020 OF \$18,000)	\$30,000.00

Purchasing: Sherry Ellis Finance: Tracy Kay

CONTRACTS FOR BOARD APPROVAL

November 12 , 2020

VENDOR	NOT TO EXCEED ANNUAL AMOUNT
CATEGORY: School District Materials/Supplies and/or Services	
CEV	\$88,000.00
DBQ Project (PRIOR Board Approval on August 13, 2020 in the Amount of \$7,800.00)	\$10,000.00
Desmos, Inc.	\$20,000.00
Exploros, Inc.	\$55,000.00
IXL Learning (PRIOR Board Approval on August 13, 2020 in the Amount of \$9,100.00)	\$10,000.00
Kid Sound	\$2,500.00
Mardel	\$5,000.00
Montessori Services	\$100,000.00
Nasco (PRIOR Board Approval on August 13, 2020 in the Amount of \$43,000.00)	\$20,000.00
Single Source	\$40,000.00
Testout Corporation	\$5,000.00
Tobii Dynavox LLC	\$5,000.00
CATEGORY: Technology Equipment, Materials and/or Supplies	
Scenario Learning (PRIOR Board Approval on August 13, 2020 in the Amount of \$49,000.00)	\$25,000.00

Purchasing: Sherry Ellis Finance: Tracy Ray



**GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT
PROPERTY TAX COLLECTION REPORT
FOR THE PERIOD ENDING SEPTEMBER 30, 2020**

MAINTENANCE & OPERATION (M&O)

Description	2020-2021	2020-2021	September	2020-2021
	Original Budget	Revised Budget	2020-2021	FYTD Activity
			Monthly Activity	
LOCAL TAXES-CURRENT	\$ 85,912,579.00	\$ 85,912,579.00	\$ -	\$ -
LOCAL TAXES-PRIOR YR	500,000.00	500,000.00	108,081.52	108,081.52
PENALTY/INTEREST/MIS	450,000.00	450,000.00	32,395.72	32,395.72
CED PENALTY/INTEREST/MIS	-	-	(32.68)	(32.68)
TOTAL	\$ 86,862,579.00	\$ 86,862,579.00	\$ 140,444.56	\$ 140,444.56

INTEREST & SINKING (I&S)

Description	2020-2021	2020-2021	September	2019-2020
	Original Budget	Revised Budget	2020-2021	FYTD Activity
			Monthly Activity	
LOCAL TAXES - CUR YR	\$ 37,000,000.00	\$ 37,000,000.00	\$ -	\$ -
LOCAL TAXES - PRIOR YEAR	100,000.00	100,000.00	44,977.11	44,977.11
PENALTY/INTEREST/DEL	50,000.00	50,000.00	13,213.89	13,213.89
TOTAL	\$ 37,150,000.00	\$ 37,150,000.00	\$ 58,191.00	\$ 58,191.00

This report is prepared for the Board of Trustees meeting held November 12, 2020.

2020-2021 GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
FINANCIAL POSITION AS OF SEPTEMBER 30, 2020

	General Fund Original Budget	September 30, 2020 Amended Budget	9/30/20 Revenue, Expenditures, and Change in FB	% of Budget
REVENUES:				
5700 Local revenues	\$ 90,111,750	\$ 90,111,750	\$ 273,467	0%
5800 State revenues	194,488,250	194,488,250	27,827,213	14%
5900 Federal revenues	900,000	900,000	24,191	3%
TOTAL REVENUES	\$ 285,500,000	\$ 285,500,000	\$ 28,124,870	10%
EXPENDITURES:				
11 Instruction	\$ 171,695,476	\$ 171,770,636	\$ 334,547	0%
12 Inst. Resources/Media	3,665,060	3,665,060	119,457	3%
13 Curr & Staff Develop	3,723,787	3,723,787	20,792	1%
21 Inst Leadership	4,436,253	4,436,253	303,388	7%
23 School Leadership	20,219,186	20,220,186	1,437,806	7%
31 Guidance/Counseling	11,905,320	11,905,320	373,541	3%
32 Social Services	234,007	234,007	5,438	2%
33 Health Services	4,073,850	4,073,850	(10,303)	0%
34 Transportation	6,563,516	6,622,016	278,099	4%
35 Food Service	50,000	50,000	229	0%
36 Extra-Curricular	5,655,757	5,655,757	64,978	1%
41 General Admin.	8,172,533	8,057,033	634,422	8%
51 Maint & Operations	27,632,139	27,749,029	2,282,569	8%
52 Security	2,871,342	2,871,342	70,107	2%
53 Data Processing	8,416,197	8,416,197	891,746	11%
61 Community Services	4,485,177	4,485,177	168,347	4%
71 Debt Service	1,205,400	1,205,400	-	0%
81 Facilities Acq/Constr.	-	-	-	
95 Juvenile Justice Prgm	85,000	85,000	3,000	4%
97 Payments to TIF	-	-	-	
99 Intergovernmental Chgs	410,000	410,000	100,884	25%
TOTAL EXPENDITURES	\$ 285,500,000	\$ 285,636,050	\$ 7,079,045	2%
OTHER SOURCES:				
7912 Sale of Property	\$ -	\$ -	\$ 317	
7913 Proceeds from Capital Leases	-	-	-	
7915 Operating Transfer In	-	-	-	
TOTAL OTHER SOURCES	\$ -	\$ -	\$ 317	
OTHER USES:				
8911 Operating Transfer Out	\$ -	\$ -	\$ -	
TOTAL OTHER USES	\$ -	\$ -	\$ -	
CHANGE IN FUND BALANCE	\$ -	\$ (136,050)	\$ 21,046,142	

**2020-2021 General Fund
Summary of Proposed Budget Transfers/Amendments
11/12/2020 Regular Board Meeting**

	General Fund Original Budget	October, 2020 Amended Budget	November, 2020 Proposed Budget Transfers	Proposed Budget Proposed Budget Amendment	November, 2020 Proposed Amended Budget
REVENUES:					
5700 Local revenues	\$ 90,111,750	\$ 90,111,750	\$ -	\$ -	\$ 90,111,750
5800 State revenues	194,488,250	194,488,250	-	-	194,488,250
5900 Federal revenues	900,000	900,000	-	-	900,000
TOTAL REVENUES	\$ 285,500,000	\$ 285,500,000	\$ -	\$ -	\$ 285,500,000
EXPENDITURES:					
11 Instruction	\$ 171,695,476	\$ 171,747,606	\$ 1,050	\$ -	171,748,656.00
12 Inst. Resources/Media	3,665,060	3,667,060	5,000	-	3,672,060.00
13 Curr & Staff Develop	3,723,787	3,724,337	(8,300)	-	3,716,037.00
21 Inst Leadership	4,436,253	4,432,503	8,500	-	4,441,003.00
23 School Leadership	20,219,186	20,221,626	(3,672)	-	20,217,954.00
31 Guidance/Counseling	11,905,320	11,906,080	(200)	-	11,905,880.00
32 Social Services	234,007	234,007	-	-	234,007.00
33 Health Services	4,073,850	4,074,850	200	-	4,075,050.00
34 Transportation	6,563,516	6,612,016	-	-	6,612,016.00
35 Food Service	50,000	50,000	-	-	50,000.00
36 Extra-Curricular	5,655,757	5,655,757	-	-	5,655,757.00
41 General Admin.	8,172,533	8,057,033	-	-	8,057,033.00
51 Maint & Operations	27,632,139	27,795,059	-	-	27,795,059.00
52 Security	2,871,342	2,871,342	-	-	2,871,342.00
53 Data Processing	8,416,197	8,416,197	-	-	8,416,197.00
61 Community Services	4,485,177	4,470,177	(2,578)	-	4,467,599.00
71 Debt Service	1,205,400	1,205,400	-	-	1,205,400.00
81 Facilities Acq/Constr.	-	-	-	-	0.00
95 Juvenile Justice Prgm	85,000	85,000	-	-	85,000.00
97 Payments to TIF	-	-	-	-	0.00
99 Intergovernmental Chgs	410,000	410,000	-	-	410,000.00
TOTAL EXPENDITURES	\$ 285,500,000	\$ 285,636,050	\$ -	\$ -	285,636,050.00
OTHER SOURCES:					
7912 Sale of Property	\$ -	\$ -	\$ -	\$ -	\$ -
7915 Operating Transfer In	-	-	-	-	-
TOTAL OTHER SOURCES	\$ -	\$ -	\$ -	\$ -	\$ -
OTHER USES:					
8911 Operating Transfer Out	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL OTHER USES	\$ -	\$ -	\$ -	\$ -	\$ -
CHANGE IN FUND BALANCE	\$ -	\$ (136,050)	\$ -	\$ -	\$ (136,050)



Consent Agenda Action

Topic: Approval of the Central Texas Purchasing Alliance Interlocal Participation Agreement and Membership Fee

Submitted by: Sherry Ellis *S.E.*

Approved for transmittal to school board: *[Signature]*

Date assigned for board consideration: November 12, 2020

RECOMMENDATION:

Recommending the Board of Trustees to approve the Central Texas Purchasing Alliance Interlocal Participation Agreement. The annual membership expenditure will be \$150.00.

RATIONALE:

This agreement with the Central Texas Purchasing Alliance (CTPA) would allow GPISD greater efficiency and economy to purchase products or services by purchase order, contract, agreement, or other appropriate legal methods from properly awarded contracted vendors through statutorily authorized methods.

Requirement by TEC Section 44.0331 – Management Fees Under Certain Cooperative Purchasing Contracts to report any cooperative entity that the school district pays a contract-related fee for purchasing contracts valued at \$25,000.00 or more.

BUDGETARY INFORMATION:

BOARD POLICY REFERENCE AND COMPLIANCE:

CH (LEGAL) and CH (LOCAL)



Consent Agenda Action

Topic: Consider Acceptance of Bids for Sale of Surplus Property

Submitted by: Phil Jimerson

Approved for transmittal to school board:

Date assigned for board consideration: November 12, 2020

RECOMMENDATION:

It is recommended the Board of Trustees consider and approve the Resolution finalizing the sale of real property to the Calvary Baptist Church and authorize the Superintendent to negotiate and execute the contract of sale.

RATIONALE:

In July, the Board declared the property located along S. Robinson Road totaling approximately 5 acres as surplus property. Bids opened on September 10, 2020 at the Education Center. There was one bidder who responded.

BIDDER:
Calvary Baptist Church

BID:
\$1,000,000.00

BUDGETARY INFORMATION:

N/A

BOARD POLICY REFERENCE AND COMPLIANCE:

CDB (Legal)

COMMERCIAL AND INDUSTRIAL REAL ESTATE CONTRACT

This Commercial and Industrial Real Estate Contract ("**Contract**") is entered into between **GRAND PRAIRIE ISD** ("**Seller**") and **CALVARY BAPTIST CHURCH AND/OR ASSIGNS** ("**Purchaser**").

1. **Property.** Seller agrees to sell and convey to Purchaser and Purchaser agrees to buy from Seller the SURFACE ESTATE ONLY of that certain tract of land containing approximately 5 acres at the Northwest corner of S. Robinson Road and Sandra Lane in Grand Prairie, Texas, as further shown on Exhibit "A" attached hereto and incorporated herein by reference (the "**Land**") together with all buildings, structures, improvements situated thereon and all and singular all other rights, privileges, appurtenances owned by Seller and in any way related to said property, including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights of way and all rights of Seller relating to ingress and egress and all strips and gores between such real property and any adjacent land (collectively referred to as the "**Property**"). The exact size and legal description of the Property shall be determined by a survey, as provided in Section 5 hereof. Seller shall reserve all mineral rights and mineral interests.

2. **Purchase Price; Earnest Money Deposit.** The purchase price for the Property shall be ONE MILLION DOLLARS AND No/100 (\$1,000,000.00) (the "**Purchase Price**"). The Purchase Price shall be payable in cash at Closing subject to the adjustments and prorrations which are provided for in this Contract. Within ten (10) Business Days (as hereinafter defined) after the Effective Date, Purchaser shall deliver the Earnest Money (as hereinafter defined) to Hudson Title Group, Attn: Sandi Morrison, 2509 S. Carrier Pkwy., Grand Prairie, Texas 75052 ("**Title Company**"). The Earnest Money shall thereafter be held by the Title Company in escrow as herein provided. The "**Earnest Money**" shall be Purchaser's check or wire in the amount of Five Thousand and No/100 Dollars (\$4000.00) and all interest accrued thereon. If the purchase and sale hereunder is consummated in accordance with the terms and provisions hereof, the Earnest Money shall be applied to the cash portion of the Purchase Price at the Closing. In all other events, the Earnest Money shall be disposed of by the Title Company as herein provided. The term "**Business Days**" as used in this Contract means Mondays through Fridays except legal holidays. Notwithstanding anything in this Contract to the contrary, One Thousand and No/100 Dollars (\$1000.00), paid at the time the bid was submitted by the Purchaser will be non-refundable to Purchaser and distributed to Seller upon any termination of this Contract as independent consideration (the "**Independent Consideration**") for Seller entering into this Contract to the exclusion of other potential purchasers and granting Purchaser the right to inspect and evaluate the property during Purchaser's Feasibility Period (as defined below). The Independent Consideration is not refundable to Purchaser under any circumstance, but will be applied to the Purchase Price upon the Closing.

3. **Representations, Warranties and Covenants.** In order to induce Purchaser to enter into this Contract, Seller represents, warrants and covenants to Purchaser that as of the Effective Date and the Closing Date:

(a) To the best of Seller's knowledge, (i) there is no pending or threatened condemnation, litigation, assessment, or similar proceeding affecting the Property or any part thereof, nor is any such proceeding or assessment contemplated by any governmental authority, and (ii) there is no pending or threatened governmental proceeding which would impair or limit the normal usage or access to the Property;

(b) Seller has not received any written notice of any violation of any restrictive covenant, ordinance, regulation, law or statute of any governmental agency that may pertain to the Property;

(c) Seller has full power to execute and deliver this Contract and perform all of its obligations under this Contract except as to the reverter issues of which Purchaser has notice and for which releases must be sought and obtained by Purchaser on or prior to Closing. Seller is fully authorized to sell the Property without the joinder of any other person or entity and has good and indefeasible fee simple to

the Property and good and marketable title to any part of the Property constituting personal property all free of any liens, security interests, exceptions, conditions or encumbrances except the reverter issues of which Purchaser has notice and for which releases must be sought and obtained by Purchaser on or prior to Closing;

(d) There are no unpaid charges, costs, or expenses for improvements in, on, or upon the Property which might form the basis for a claim for or affixation of any type of mechanic's, materialman's, laborer's, artisan's, or other statutory lien;

(e) The Property is vacant and there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, licensees, or trespassers. There are no options or contracts granting any rights to acquire any right, title, or interest in all or any portion of the Property except the Permitted Exceptions and reverter issues of which Purchaser has notice and for which releases must be sought and obtained by Purchaser on or prior to Closing;

(f) There are no contracts of employment, management, service, supply or rental outstanding that affect any of the Property or its operations;

(g) There is no action, suit, proceeding or claim affecting Seller or the Property or any portion thereof relating to or arising out of any lease or the ownership, operation, use or occupancy of the Property pending or being prosecuted in any court or by or before any Federal, State, County or municipal department, commission, board, bureau or agency or other governmental instrumentality nor has any such action, suit, proceeding or claim been threatened; there is no proceeding pending or presently being prosecuted for the reduction of the assessed valuation or taxes or other impositions payable in respect of any portion of the Property;

(h) There are no attachments, executions or assignments for the benefit of creditors or voluntary proceedings in bankruptcy or under any other debtor relief laws contemplated by or pending or threatened by or against Seller or otherwise affecting the Property;

(i) There are no pending actions against Seller regarding any environmental law, regulation or ordinance, and Seller has not received written notice in any form of such an action, or of a possible claim;

(j) To the best of Seller's knowledge, there are no Hazardous Materials (as hereinafter defined) on, in, under or emanating from the Property. The term "**Hazardous Materials**" means any "hazardous substance" as defined in the Resource Conservation and Recovery Act, as amended ("**RCRA**"), the Comprehensive Environmental Response, Compensation and Liability Act, as amended ("**CERCLA**"), the Superfund Amendments and Preauthorization Act, as amended, any other Federal, State or local laws, ordinances and regulations pertaining to hazardous or toxic substances and substances which are toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic or mutagenic, or which contain petroleum hydrocarbons, polychlorinated biphenyls, asbestos, asbestos containing material and urea formaldehyde; all required federal, state and local permits concerning or related to environmental protection and regulation at the Property have been secured and are current; Seller is and has been in full compliance with such environmental permits, and any other requirements under any federal, state or local law, regulation or ordinance; there are no pending actions against Seller regarding any environmental law, regulation or ordinance, and Seller has not received notice in any form of such an action, or of a possible claim; there are no current releases of hazardous substances on, over, at, from, into, or onto the Property, as those terms are understood under the CERCLA, the RCRA and any other environmental laws which may be applicable to the Property; there are past releases of hazardous substances on, over, at, from, into, or onto the Property, and Seller will provide a copy of those releases and reports to Purchaser upon request, and Seller is not aware of any current environmental condition, situation or incident on, at or concerning the Property that possibly could give rise to an action to or liability under any law, ordinance or common law theory;

(k) The Land is not subject to assessment or collection of additional taxes for prior years based upon a change of land usage or ownership. No part of the Property has been assessed for real estate taxes during the preceding five (5) years by treating the Land or any part thereof as "agricultural use land," "open-space land," "qualified timberland," "qualified restrictive use timberland," or "wildlife

management,” within the meaning of the Texas Constitution or the Texas Tax Code nor using any other valuation method based on the Property’s production capacity or by any other special appraisal method that allows for appraisal of the Property, or any portion thereof, at less than its market value. If this sale or Purchaser’s use of the Property after Closing results in the assessment of additional taxes, penalties, or interest for periods prior to Closing, the assessments shall be the obligation of Seller;

(l) Any and all liens and security interests affecting all or any part of the Property shall, at Seller’s sole cost and expense, be paid and fully released on or before the Closing Date;

(m) There are no items in Seller’s possession and control to be delivered to Purchaser in accordance with Section 7 that will not be delivered in accordance therewith;

(n) The Property does constitute a portion of a larger tract owned by Seller.

Seller’s representations, warranties and covenants specified in this Section 3, including those representations and warranties restated or made at the time of closing, shall survive the Closing for a period of twelve (12) months. Purchaser shall have all remedies available at law or in equity for a breach of this Section 3 or Section 4 below.

4. **Interim Responsibilities of Seller.** Between the Effective Date and the Closing Date, Seller shall, at Seller’s expense:

(a) operate, maintain and keep insured the Property in a reasonable, diligent and prudent manner;

(b) keep the Property in its present physical condition, reasonable wear and tear excepted;

(c) not encumber the Property and not enter into any lease of all or any portion of the Property nor permit any occupancy of all or any portion of the Property without Purchaser’s prior written consent;

(d) comply with all applicable contractual arrangements referred to in this Contract;

(e) seller, at no cost or expense to Seller, hereby agrees that it will, whenever and as often as reasonably requested to do so by Purchaser execute, acknowledge and deliver or cause to be executed, acknowledged and delivered any and all such plats, instruments, consents, and any other documents as might be reasonably necessary, expedient or proper, in the reasonable opinion of Purchaser, to complete or assist in securing the Plat; and

(f) Seller shall cooperate with Purchaser in filing and pursuing governmental approvals and in seeking and making application for plat, curb cuts, zoning, licenses and permits as determined necessary by Purchaser, provided such cooperation is at no cost or expense to Seller and Seller determines that such is in Seller’s best interest.

5. **Survey; Commitment.** Within ten (10) days after the Effective Date, Seller shall deliver to Purchaser a copy of the most recent existing survey (the “**Survey**”) of the Property in Seller’s possession, if any. If Purchaser, Purchaser’s lender or the Title Company requires a new survey for any reason, then Purchaser shall pay for the cost of the new Survey. The legal description of the Property shall be updated upon receipt of the Survey, with said legal description becoming the Property to be conveyed under this Contract for all purposes. Additionally, once the Plat has been recorded, the Survey shall be updated to provide the legal description of the Property as that contained in the Plat, and said legal description shall become the Property to be conveyed under this Contract for all purposes. Within fifteen (15) days after the Effective Date, Seller shall cause to be furnished to Purchaser a Commitment for Owner’s Title Policy (“**Commitment**”) issued by the Title Company setting forth the state of title to the Land and all exceptions, including easements, restrictions, rights-of-way, covenants, reservations, and other conditions, if any, affecting the Property which would appear in the Title Policy, if issued. The Commitment must comply with the following requirements: (a) the boundary and survey exception shall be endorsed to state that it will be deleted except for shortages in area upon payment of the applicable premium and receipt of an acceptable survey; (b) the exception as to restrictive covenants shall be deleted or reference only specific

recorded documents; (c) the exception as to the lien for taxes shall be limited to the year of Closing and subsequent years and subsequent assessments due to changes in land usage or ownership and shall be endorsed "Not Yet Due and Payable;" (d) there shall be no exception for "visible and apparent easements", for "public or private roads" or the like (except if reference is made to a specified survey and a specified unrecorded exception shown on the survey); and (e) there shall be no exception for "rights of parties in possession," but rather reference will be made to specific unrecorded tenant leases, if any. Along with such Commitment, Seller shall also furnish Purchaser with true, legible copies of all documents ("**Title Documents**") affecting the title to the Land reflected in the Commitment.

6. **Review of Survey and Commitment; Purchaser's Objections; Seller's Obligations to Cure Purchaser's Objections.** In the event any exceptions appear in such Commitment, Title Documents, or Survey other than the standard printed exceptions (which shall be modified in the Owner's Title Policy as specified in Section 5 of this Contract) that are unacceptable to Purchaser, then Purchaser shall, prior to the end of Purchaser's Feasibility Period (the "**Objection Period**"), notify Seller in writing of such fact, provided that Purchaser will be automatically deemed to have provided written objection to Seller of all matters listed on Schedule "C" of the Commitment. Seller shall use diligent efforts to eliminate or modify such unacceptable exceptions to the reasonable satisfaction of Purchaser. If Seller is unable to cure such objections within ten (10) days after Seller's receipt of Purchaser's objections, Purchaser may (a) terminate this Contract by notice in writing to Seller given on or before the Closing Date and receive an immediate refund of the Earnest Money; or (b) accept such title as Seller can deliver. Any exceptions to title to which Purchaser does not object within the Objection Period or to which Purchaser objects but are uncured by Seller but subsequently accepted in writing by Purchaser, shall be deemed to be "**Permitted Exceptions**"; provided, however, that no items reflected on Schedule "C" of the Commitment shall be deemed Permitted Exceptions. Notwithstanding anything to the contrary contained herein, in the event that any update to the Commitment or Survey reveals items not previously disclosed, then Purchaser shall have the ongoing rights set forth in this Section 6 to provide objections thereto and terminate this Contract.

7. **Due Diligence Items.** Within five (5) business days after the Effective Date, to the extent such items are within the possession or control of Seller or are reasonably available to it, Seller shall furnish to Purchaser:

- (a) Copies of Seller's licenses, permits, and all other confirmations from governmental authorities that pertain to the Property;
- (b) Copies of all environmental studies and reports, surveys, topographical surveys, soil and engineering reports, zoning reports, architectural drawings, site plans, plats, and maintenance and repair studies and reports in Seller's possession or control pertaining to the Property and all notices relating to the Property's compliance, or lack thereof, with any applicable restrictive covenant, ordinance, regulation, law, or statute, whether or not such notices have been cured;
- (c) Copies of all rental information, leases, current and historical operating expenses and income, tax information and any historical records of building maintenance including roof, HVAC and building structure; and
- (d) Any other documents or information which Purchaser reasonably determines is necessary or in order to enable Purchaser to make an adequate evaluation of the Property.

Seller acknowledges that its cooperation in furnishing to Purchaser information will be essential to Purchaser in Purchaser's efforts to analyze the Property and Seller agrees to act with due diligence in complying with its obligations in this regard.

8. **Purchaser's Feasibility Period.** Purchaser's obligations under this Contract shall be conditioned upon Purchaser's determination, in Purchaser's sole discretion, that the Property is suitable for Purchaser's purposes in all respects. Purchaser may, at its election and in its sole discretion, terminate this Contract by giving written notice thereof to Seller at any time within Purchaser's Feasibility Period (as

defined below) in which event Purchaser shall be entitled to receive an immediate refund of its Earnest Money upon Purchaser's written notification to the Title Company signed only by the Purchaser. As used in this Contract, "**Purchaser's Feasibility Period**" means the period ending the date one hundred twenty (120) days after the Effective Date; provided, however, that Purchaser may extend the Purchaser's Feasibility Period, in Purchaser's sole discretion, for two additional periods of thirty (30) days each by delivering written notice to Seller given prior to the termination of the then-existing Purchaser's Feasibility Period specifying such election and delivering the sum of Five Hundred and No/100 Dollars (\$500.00) to the Title Company which shall, upon delivery, become a part of the Earnest Money for all purposes of this Contract. Purchaser and Purchaser's employees and agents shall have the right and permission from the Effective Date to enter upon the Property or any part thereof at all reasonable times and from time to time for the purpose, at Purchaser's cost and expense, of making all environmental, soil, utilities, mechanical, and other tests required for the completion of the feasibility study to be conducted by Purchaser. In conducting its inspections, Purchaser shall not damage any portion of the Property. Purchaser shall indemnify, defend, and hold harmless Seller against all liens, claims, and liability arising out of the gross negligence or intentional misconduct of Purchaser or its agents in conducting such inspections of the Property. The obligations of Purchaser under this paragraph shall survive the termination of this Contract and the Closing.

9. **Date and Place of Closing.** The Closing (herein so called) shall take place via the Title Company. The Closing shall be on or before thirty (30) days after the expiration of Purchaser's Feasibility Period (the "**Closing Date**"). If on the Closing Date the Title Company has advised Purchaser or Seller that it is not able to issue the Title Policy in accordance with Section 10 hereof on the Closing Date, then at Purchaser's sole option the Closing may be postponed not more than five (5) days to such date as may be designated by Purchaser in written notice to Seller, and such postponed date shall be the Closing Date.

10. **Items to be Delivered at the Closing.**

(a) **By Seller.** At the Closing, exclusive and vacant possession of the Property shall be delivered to Purchaser by Seller, and Seller shall deliver to Purchaser, at Purchaser's sole cost and expense (except as specifically noted otherwise in this Contract), each of the following items:

- (i) An Owner's Policy of Title Insurance (the "**Title Policy**") issued by the Title Company in Purchaser's favor in the full amount of the Purchase Price ensuring indefeasible fee simple title to the Property, subject only to the Permitted Exceptions and with the Survey exception deleted, at Purchaser's expense, except for shortages in area;
- (ii) A Special Warranty Deed ("**Deed**"), duly executed and acknowledged by Seller, containing standard vendor's lien language for Purchaser's lender, if any, and conveying good and indefeasible fee simple title to the Property to Purchaser, excluding mineral rights, subject only to the Permitted Exceptions;
- (iii) An Affidavit as to Debts, Liens, and Parties in Possession in form and substance satisfactory to Purchaser and Title Company, duly executed and acknowledged by Seller, which indicates that there are no debts, liens or parties in possession as of Closing;
- (iv) Evidence reasonably satisfactory to the Title Company and Purchaser of Seller's authority to consummate this transaction;
- (v) A Non-Foreign Person Affidavit, duly executed and acknowledged by Seller, confirming that Seller is not a foreign person within the meaning of 26 U.S.C. § 1445 and the Regulations issued thereunder; and
- (vi) A Certificate of Representations and Warranties, duly executed and acknowledged by Seller, restating each representation and warranty

contained in Section 3 of this Contract as true and correct at the time of Closing.

Notwithstanding anything herein to the contrary, Purchaser acknowledges and agrees that it is Purchaser's responsibility to seek and obtain releases of and/or to cure the reverter issues in connection with the title to the Property on or prior to Closing.

(b) By Purchaser. At the Closing, Purchaser shall deliver to Seller the Purchase Price.

11. **Closing Costs; Prorations**. Purchaser shall be responsible for all taxes, the cost of the recording fees for any loan documents, the escrow fees charged by the Title Company, and Purchaser's attorney's fees. All deposits for utility services shall remain the property of Seller. Rents, utilities, all other income and operating expenses, and ad valorem taxes for the then current year shall be prorated at the Closing Date with Purchaser treated as the owner of the Property on the Closing Date. All ad valorem tax prorations shall be based on tax rates and assessments for the calendar year containing the Closing Date, unless such rates and/or assessments are unavailable, in which case such proration shall be made based on the tax rates and assessments for the prior year. Purchaser shall be solely responsible for any taxes and assessments attributable to the Property as of and after the Closing Date. If the tax assessment is not available because the Property is assessed as a portion of a larger tract (the "Entire Tract") and the taxing authority is unable to separately assess the Property from the Entire Tract prior to the Closing Date, the assessment of the Property shall be based on the proportionate share of the taxable value of the Entire Tract, and Purchaser shall escrow its share with the Title Company. The obligations of the parties under this paragraph shall survive the Closing.

12. **Remedies**.

(a) Purchaser's Termination. If Purchaser elects to terminate this Contract pursuant to a right to do so expressly given to Purchaser in this Contract, the Earnest Money shall be promptly refunded to Purchaser on written instruction to Seller and the Title Company signed only by Purchaser, and neither party shall have any further obligation or liability to the other party hereunder, except for obligations which expressly survive the termination of this Contract. Seller shall promptly, on written request from Purchaser, execute and deliver such documents as may be required to cause the Title Company to return the Earnest Money to Purchaser.

(b) Seller's Default; Purchaser's Sole Remedy. If Seller fails to convey title to the Property in accordance with Section 10 hereof, or to consummate this Contract for any reason (other than Purchaser's default), or if any of the Conditions Precedent to Purchaser's performance specified in this Contract have not been satisfied or waived by Purchaser, Purchaser's sole remedy is to terminate this Contract and receive a refund of the Earnest Money.

(c) Purchaser's Default; Seller's Sole Remedy. If Purchaser fails to consummate this Contract for any reason (other than Seller's default or a termination of this Contract by Seller or Purchaser pursuant to a right to do so expressly provided for in this Contract), Seller may, as Seller's sole and exclusive remedy, terminate this Contract and retain the Earnest Money as liquidated, maximum damages for breach of this Contract. Such amount is agreed upon by and between Seller and Purchaser as liquidated, maximum damages, due to the difficulty and inconvenience of ascertaining and measuring actual damages, and the uncertainty thereof.

(d) Cure Period. A party shall be in default under this Contract only if such party fails to cure an alleged default within 10 days of receipt of written notice from the non-defaulting party.

13. **Conditions Precedent to Purchaser's Performance**. Purchaser shall not be obligated to perform under this Contract and may terminate this Contract and receive an immediate refund of the Earnest Money (upon Purchaser's written notification to Seller and the Title Company) unless:

- (a) Through the Closing Date, Seller shall have timely performed all of Seller's obligations under this Contract and all of Seller's representations and warranties shall be true and correct;
- (b) Any and all liens and security interests affecting all or any part of the Property have been paid and fully released on or before the Closing Date; and
- (c) Seller shall have complied with the requirements set forth in Section 4 above, and the Plat shall have been recorded and the Survey and Title Commitment shall have been updated at Purchaser's expense to reflect the post-Plat legal description of the Property.

All of the conditions set forth above (the "**Conditions Precedent**") are intended to be solely for the benefit of Purchaser. All decisions, approvals or reviews to be made by Purchaser shall be within the sole and absolute discretion of Purchaser. Purchaser may, at Purchaser's sole option, waive any of the Conditions Precedent to Purchaser's Performance specified in this Section 13 by giving written notice to Seller at any time on or before the Closing Date or earlier date specified for such condition precedent.

14. **Miscellaneous.**

(a) **Broker's Commission.** Seller and Purchaser each represents and warrants to the other that it has dealt with no broker or other intermediary in connection with this transaction that will be entitled to a broker's commission or finder's fee, at the Closing. If any broker or intermediary claims to have dealt with Purchaser in connection with this transaction or to have been the inducing cause of the sale, Purchaser shall indemnify, defend, and save Seller harmless of and from any claim for commission or compensation by such broker or other intermediary.

(b) **Assignment.** Purchaser may not assign its rights in this Contract without the prior written consent of Seller. Upon such assignment, Purchaser shall have no further right or obligation under this Contract and the assignee will be fully obligated and entitled to exercise the rights set forth in this Contract as if it executed this Contract originally. Seller may not assign its rights or obligations in this Contract without the prior written consent of Purchaser.

(c) **Notices.** Any notice pursuant to this Contract shall be given in writing by (i) personal delivery, or (ii) reputable overnight delivery service with proof of delivery, or (iii) United States Mail, postage fully prepaid, registered or certified mail, return receipt requested, or (iv) confirmed legible facsimile transmission sent to the intended addressee at the address set forth below, or (v) electronic mail, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein or, in the case of facsimile transmission, as of the date of the facsimile transmission, or in the case of electronic mail, as of the date of the e-mail. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Contract shall be as follows:

If to Seller: Grand Prairie ISD
 Attn: Superintendent
 2602 S. Belt Line Road
 Grand Prairie, TX 75052
 Email: linda.ellis@gpisd.org

With a copy to: Mike Leasor
 302 W. Broad Street
 Mansfield, Texas 76063
 Email: mike@lessorcrass.com

If to Purchaser: Calvary Baptist Church

Attn: Brian Loveless
401 N. Church Street
Grand Prairie, Texas 75050
Email: brianloveless@cbcgp.org

(d) Entire Agreement. This Contract and the exhibits attached hereto constitutes the entire agreement between Seller and Purchaser, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the Property other than those herein set forth. No subsequent alteration, amendment, change, deletion or addition to this Contract shall be binding upon Seller or Purchaser unless in writing and signed by both Seller and Purchaser.

(e) Headings. The headings, captions, numbering system, etc. are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this Contract.

(f) Binding Effect. All of the provisions of this Contract are hereby made binding upon the personal representatives, heirs, successors, and assigns of both parties hereto. Where required for proper interpretation, words in the singular shall include the plural; the masculine gender shall include the neuter and the feminine, and vice versa. The terms "heirs, executors, administrators and assigns" shall include "successors, legal representatives and assigns".

(g) Time of Essence. Time is of the essence for this Contract.

(h) Unenforceable or Inapplicable Provisions. If any provision hereof is for any reason unenforceable or inapplicable, the other provisions hereof will remain in full force and effect in the same manner as if such unenforceable or inapplicable provision had never been contained herein.

(i) Counterparts. This Contract may be executed in any number of counterparts via email or fax, each of which will for all purposes be deemed to be an original, and all of which are identical.

(j) Applicable Law, Place of Performance. THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES. ALL OF THE OBLIGATIONS CONTAINED IN THIS CONTRACT ARE PERFORMABLE IN THE COUNTY IN TEXAS IN WHICH THE PROPERTY IS LOCATED.

(k) Damage to Property; Condemnation. Seller agrees to give Purchaser prompt notice of any fire or other casualty affecting the Property between the Effective Date and the Closing Date or of any actual or threatened taking or condemnation of all or any portion of the Land or Improvements. If prior to the Closing, there shall occur:

(i) damage to all or any part of the Property caused by fire or other casualty which is not repaired to the same condition as existed prior to such damage prior to the end of Purchaser's Feasibility Period; or

(ii) the taking, condemnation or sale in lieu thereof of all or any part of the Property or the taking of any adjoining land which affects access to or use of the Property; then, in any of such events, Purchaser at Purchaser's option, may terminate Purchaser's obligations under this Contract by written notice given to Seller on or before the Closing Date and receive an immediate refund of the Earnest Money. If Purchaser does not so elect to terminate its obligations under this Contract, then the Closing shall take place as provided herein without abatement of the Purchase Price, and there shall be assigned to Purchaser at the Closing, all interest of Seller in and to any insurance proceeds or condemnation awards which may be payable to Seller on account of such occurrence and Purchaser shall receive a credit at the Closing for the amount of any deductible under any applicable insurance policies.

(l) Attorney's Fees. In the event either Purchaser or Seller should bring suit against the other in respect to any matters provided for in this Contract, the prevailing party shall be entitled to recover from the other party reasonable attorney's fees in connection with such suit.

(m) Authority. Each person executing this Contract, by its execution hereof, represents and warrants that he is fully authorized to do so, and that no further action or consent on the part of the

party for whom it is acting is required to the effectiveness and enforceability of this Contract against such party following such execution.

(n) Further Assurances. In addition to the acts and deeds recited herein and contemplated to be performed at the Closing, Seller and Purchaser agree to perform such other acts, and to execute and/or deliver such other instruments and documents as either Seller or Purchaser, or their respective counsel, may reasonably require in order to effect the intents and purposes of this Contract. Further, Seller and Purchaser each agree to deliver to the Title Company affidavits and such other assurances as may reasonably be necessary or required to enable the Title Company to issue the policies of title insurance as contemplated in this Contract.

(o) Rule of Construction. The parties acknowledge that each party has reviewed and revised this Contract and has had the opportunity to review same with legal counsel, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

(p) Intentionally deleted.

(q) Calculation of Time Periods. Unless otherwise specified, in computing any period of time described in this Contract, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday, or legal holiday. The Effective Date shall be the date shown on the attached Receipt of Title Company.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Contract to be signed by their duly authorized representatives.

SELLER:

PURCHASER:

GRAND PRAIRIE ISD

CALVARY BAPTIST CHURCH

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
PROPERTY DESCRIPTION

RECEIPT OF TITLE COMPANY

On this ____ day of _____, 2020, the undersigned title company acknowledges receipt of a fully executed copy of this Contract and upon receipt of the Earnest Money and the Independent Consideration, agrees to hold and disburse such Earnest Money and Independent Consideration in accordance with the provisions of this Contract. All references to the “**Effective Date**” or similar references shall mean this date.

Hudson Title Group

By: _____

Name: _____

Title: _____

**RESOLUTION OF THE BOARD OF TRUSTEES
OF GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT
AUTHORIZING THE SALE OF REAL PROPERTY TO
CALVARY BAPTIST CHURCH**

WHEREAS, the Board of Trustees (the “Board”) of the Grand Prairie Independent School District (the “District”) is authorized by Texas Education Code §11.51 to govern and oversee the management of the public schools in the District; and

WHEREAS, under Texas Education Code §11.151(c) all rights and titles to the real property of the District are vested in the Board and their successors in office; and

WHEREAS, pursuant to Texas Education Code §§11.151(c) and 11.154(a), the Board may dispose of property that is no longer necessary for the operation of the District and may, by resolution, authorize the sale of such property; and

WHEREAS, the Board has determined that approximately 5 acres at the Northwest corner of S. Robinson Road and Sandra Lane in Grand Prairie, Texas (the “Property”), as shown in the attached Exhibit A, is no longer needed for educational purposes and operation of the District; and

WHEREAS, pursuant to Texas Government Code §272.001 and Board Policy CDB (Legal), the District seeks to sell the property of approximately 5 acres at the Northwest corner of S. Robinson Road and Sandra Lane in Grand Prairie, Texas, legally described as follows: Thomas J. Tone Survey ABST 1460, 5 acres, 217,800 square feet;

WHEREAS, Calvary Baptist Church has offered to purchase the Property for One Million Dollars and 00/100 (\$1,000,000.00);

WHEREAS, the District seeks to sell the Property to Calvary Baptist Church, pursuant to the terms of a Purchase and Sale Agreement to be signed by the parties.

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

RESOLVED, the Board fully authorizes the sale of the Property to Calvary Baptist Church, as the Property is no longer needed for the educational purposes and operation of the District; and

RESOLVED, the Superintendent is authorized to execute all documents necessary to complete the sale and transfer the aforementioned Property to Calvary Baptist Church, and

RESOLVED, the deed shall recite the approval of this resolution by the Board; and

RESOLVED, the Board approves and/or ratifies the Purchase and Sale Agreement between the District and Calvary Baptist Church, for the sale of the Property.

PASSED AND APPROVED this ____ day of _____, 2020, by the Board of Trustees
for the Grand Prairie Independent School District.

By:

Aaron King, Board President

Attest:

Terry Brooks, Board Secretary

EXHIBIT A
PROPERTY DESCRIPTION



Consent Agenda Action

Topic: GPISD Education Foundation Memorandum of Understanding

Submitted by: Dr. Loraine Morazzano

Approved for Transmittal to School Board: *[Signature]*

Date Assigned for Board Consideration: November 12, 2020

RECOMMENDATION:

It is recommended that the Board accept the GPISD Education Foundation MOU for the 2020-2021 School Year.



Memorandum of Understanding

This Memorandum of Understanding is entered into by and between the GPISD Board of Trustees (“GPISD Board”) and the Grand Prairie Independent School District Education Foundation (“The Foundation”), desiring to memorialize the nature of their relationship, ratify and approve past activities and mutually acknowledge, for the future, the respective obligations and rights of the parties.

- A. Public Purposes: The GPISD Board has identified the following educational public purposes for the GPISD’s support of the Foundation:
- i. Because of the uncertainty and restrictions inherent in the Texas public school finance system, the District must actively seek alternative sources of revenue to enhance and expand its quality of educational programming.
 - ii. Maximize alternative revenue sources through strong community support
 - iii. The District has realized gains from its investment in the GPISD Education Foundation.
 - iv. The GPISD Education Foundation has provided funding for Teaching Grants to the District for teachers to develop and present innovative teaching programs, provided scholarships to college bound students, provided Schools with Attendance Initiatives, and provided funds for educational enrichment opportunities for students.
 - v. The GPISD Education Foundation supports the District’s curriculum by providing funding to curriculum initiatives as designated.
 - vi. To continue the momentum achieved in maximizing alternative revenue sources through the Foundation requires a continual commitment from the District.
 - vii. Solicitations of additional revenue by Foundation Board Members relieves the fund-raising burden of the District’s Superintendent, administrators, teachers, and staff, leaving them free to focus on the District’s educational mission.
 - viii. All additional revenues obtained by the Foundation will be used for the betterment of the District’s educational programs.
- B. District Commitment: The GPISD Board of Trustees agrees to continue providing the following to the Foundation, provided that the public purposes continue to be met and the controls continue to be implemented. The GPISD Board shall, at its sole discretion, determine the amount of support or contributions it provides to the Foundation, monitor such contributions, and record such contributions in the GPISD accounting records.
- i. Provide office space facilities and utilities for the District employee serving as the Foundation liaison.
 - ii. Provide all or a portion of the equipment used by the district employee serving the Foundation.

C. Foundation Responsibilities:

- i. The Foundation is a nonprofit educational corporation re-organized in 2004 for educational and charitable purposes exclusively for the benefit of the District. It is the successor to the Grand Prairie Independent School District Charitable Trust (a non-profit corporation) founded in 1998, and the Grand Prairie Independent School District Charitable Trust (an unincorporated association) founded in 1970.
- ii. The Foundation agrees that it will execute a new MOU annually in September. The Foundation will use its best efforts to solicit, collect, invest, and administer funds for the Foundation, which shall be used to enrich the educational environment of the District.
- iii. The Foundation agrees that, during the term of this Memorandum of Understanding, the Foundation shall conduct and fund educational programs and projects aligned with the District's educational philosophy and curriculum.
- iv. The Foundation agrees that it will require the District personnel providing such services to the Foundation to follow all District policies and procedures when representing the District or the Foundation in any capacity.
- v. May elect to provide a director/manager a bonus/salary incentive plan as developed by a committee and approved by the Foundation Board.

D. Controls: The GPISD Board and the Foundation Board agree on the following controls, to ensure that a proper public educational purpose is served by this arrangement:

- i. Any support personnel serving the Foundation shall be employees of GPISD, under the direct supervision and control of GPISD staff. The GPISD Education Foundation President may consult with staff regarding the job performance of District personnel serving the Foundation.
- ii. The Foundation shall abide by all District policies and procedures related to facility and equipment use, personnel, public information, and all other applicable policies.
- iii. The GPISD Board and the Foundation Board hereby designate a district liaison to the Foundation.
- iv. The Foundation shall provide proof of D&O insurance for its legal, insurance and financial advisors and an audit cycle wherein finances are reviewed or audited each year (scope to follow GPISD Education Foundation policy and procedure manual guidelines) which shall be presented to the GPISD Board and Superintendent after the conclusion of each fiscal year.
- v. The Foundation shall provide an IRS form 990 annually to the GPISD Board, which shall reflect the District's contributions to the Foundation and shall be reviewed against the District's accounting records to ensure accuracy. The completed Form 990 will be available for review by the public in the Foundation office within one month after filing with the Internal Revenue Service.
- vi. The Foundation agrees and understands that the liaison shall, outside of their work with the Foundation and solely as an employee of the District, perform duties in support of educational programs to further the District's educational mission.

vii. The Foundation understands that, as a result of the District's investment in the Foundation, the Foundation's documents are subject to the Texas Public Information Act, absent any specific exemption, and the Foundation agrees to abide by the Texas Public Information Act.

Agreed to this _____ day of _____ 2020 by the GPISD Board.

Agreed to this _____ day of _____ 2020 by the Foundation Board.

Grand Prairie ISD
Board of Trustees

Grand Prairie ISD
Education Foundation Board of Directors

President

President

ATTEST:

Secretary

Secretary



Action

Topic: 2020-2021 District/Campus Improvement Plan Goals/Performance Objectives and Targeted Improvement Plans

Submitted by: Ms. Pat Lewis

Approved for transmittal to school board: 

Date assigned for board consideration: November 12, 2020

RECOMMENDATION:

Administration is requesting the Board of Trustees approve the 2020-2021 District/Campus Improvement Plan Goals and Performance Objectives and the Targeted Improvement Plans for Fannin Middle School, David Daniels Elementary Math & Science Academy, and Crosswinds Accelerated High School.

RATIONALE:

The following information was presented during the October 2020 Board meeting as an information item for consideration:

- The District Improvement Plan Performance Objectives are based on five goals that incorporate state and federal requirements, the Elements for Title I, Part A Schoolwide Campuses, and other district programs, and initiatives.
- Campus Improvement Plan Performance Objectives match the district; thus, all campus plans utilize the same five goals as the basis for their particular objectives and strategies.
- The Board of Trustees will also review the Targeted Improvement Plans required by TEA for Fannin Middle School, David Daniels Math & Science Academy, and Crosswinds Accelerated High School. The targeted improvement plan is designed to help develop a targeted plan to address specific areas of

BUDGETARY INFORMATION:

BOARD POLICY REFERENCE & COMPLIANCE:



Action

Topic: Approval of the Emergency Operations Plan

Submitted by: Dr. Vern Alexander

Approved for transmittal to school board: *[Signature]*

Date assigned for board consideration: November 12, 2020

RECOMMENDATION:

It is recommended the Board adopt the Emergency Operations Plan as presented in last month's board meeting.

RATIONALE:

Last month we presented the plan before the board as a discussion item. The plan was submitted to the Texas Safe Schools as required by Chapter 37 in the Texas Education Code. The District is required to adopt the attached resolution.

BUDGETARY INFORMATION:

BOARD POLICY REFERENCE & COMPLIANCE:

GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT RESOLUTION IMPLEMENTING MULTI-HAZARD EMERGENCY OPERATIONS PLANS (EOPs) AND ADOPTING THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

A RESOLUTION ADOPTING A MULTI-HAZARD EMERGENCY OPERATIONS PLAN (EOP), INCLUDING EXERCISE AND TRAINING, AND ENCOMPASSING THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) FOR THE GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT.

WHEREAS, the Grand Prairie ISD recognizes that student and employee safety is paramount; and

WHEREAS, Homeland Security Presidential Directive - 5 (HSPD - 5) directs the Department of Homeland Security, in cooperation with representatives of federal, state, and local government, to develop a NIMS program to provide a consistent approach to the effective management Of situations involving natural disasters, man-made disasters or terrorism, and

WHEREAS, the HSPD-5 requires that state and local governments adopt the NIMS as a prerequisite to receipt of federal grants, and approvals of related contracts and activities; and

WHEREAS, adopting a multi-hazard emergency operations plan (EOP) with NIMS components will improve emergency preparedness, efficiency and coordination with local emergency management agencies, law enforcement, and fire departments; and

WHEREAS, the Grand Prairie Independent School District, working in partnership with other area school districts, emergency managers and first responders has already begun implementing an all-hazard emergency operations plan and related exercise and training, that incorporates the Incident Command System and other components Of the NIMS; and

NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF TRUSTEES OF THE GRAND PRAIRIE INDEPENDENT SCHOOL DISTRICT ADOPTS the Multi-Hazard EOP, including adoption of the NIMS, and that the board hereby delegates to the Superintendent all actions necessary to comply with this resolution.

APPROVED on the _____ day of _____, 2020

President
Board of Trustees

ATTEST:

Secretary
Board of Trustees



Action

Topic: Consider Taking Action on Employee Contracts

Submitted by: Ms. Linda Ellis

Approved for transmittal to school board: 

Date assigned for board consideration: November 12, 2020

RECOMMENDATION:

It is recommended the Board consider the following:

- Proposing nonrenewal of contracts.
- Consider terminating probationary contracts.
- Consider extending probationary contracts to a fourth year.
- Accepting resignations.
- Consider proposing termination during the contract year.

RATIONALE:

BUDGETARY INFORMATION:

BOARD POLICY REFERENCE AND COMPLIANCE:



Action

Topic: Teacher Resignations/Contract Abandonment

Submitted by: Ms. Linda Ellis

Approved for transmittal to school board: *Linda Ellis*

Date assigned for board consideration: November 12, 2020

RECOMMENDATION:

Consider whether good cause exists under TEC Section 21.210(c)(2) and 19 TAC 249.14(g) for teachers attempting to resign during the contract term.

RATIONALE:

BUDGETARY INFORMATION:

BOARD POLICY REFERENCE AND COMPLIANCE:



Action

Topic: Consideration of and Possible Action on the Superintendent's Recommendation to Propose Termination/Discharge of Teacher Kendall Pearson's Probationary Contract Prior to the End of the Contract Period

Submitted by: Karry Chapman

Approved for transmittal to school board: 

Date assigned for board consideration: November 12, 2020

RECOMMENDATION:

That the Board of Trustees accept the Superintendent's recommendation and propose the termination/discharge of Kendall Pearson's probationary contract prior to the end of the contract period. Further, that the Board authorize the Board President to send Kendall Pearson Notice of Proposed Termination/Discharge pursuant to Texas Education Codes Section 21.104 and Board Policy DFAA (LEGAL).

RATIONALE: This recommendation is being made in the best interests of the District.

BUDGETARY INFORMATION: No budgetary impact.

BOARD POLICY REFERENCE & COMPLIANCE:

Board Policy DFAA (LEGAL)



Information/Discussion

Topic: Safety Audit

Submitted by: Dr. Vern Alexander

Approved for transmittal to school board: 

Date assigned for board consideration: November 12, 2020

INFORMATIONAL REPORT:

Grand Prairie ISD leadership engaged CRUX to perform the triennial safety audit of all of the District's facilities as required by the Texas Education Code (§37.108 (b)). The purpose of the audit is to assess the physical security of each site as well as verify implementation of the District's multi-hazard emergency operations plan (EOP), which is also required by the Education Code (§37.108 (a)). This audit fulfills the State requirements. Beyond that, the intent is to be an effective tool in finding helpful and reasonable solutions and recommendations for improvement, both at individual facilities and across the District. The information can be used to create a multi-year safety improvement plan or as input to annual District and campus improvement plans.

The results of the audit are presented in an executive report and in individual reports for each facility. The executive summary discusses recurring observations from multiple sites and recommendations that are best considered at a District level. The report for an individual facility provides observations and recommendations more relevant to that facility based on the observations of the audit team. Education Code requires the results of this audit to be shared with the District Board of Trustees. Leadership is encouraged to share the individual reports with facility managers in order to both verify results and communicate commendations, findings, best practices and recommendations.

The District has established its school safety and security committee in accordance with the guidelines created by the Texas Education Code (§37.109). The committee is charged with reviewing District safety and security measures and documentation, including the outcome of this safety audit. The audit report has been submitted to the Texas School Safety Center to formally fulfill the District's reporting obligations.



Information/Discussion

Topic: Necessary Network Upgrades

Submitted by: Chris Malone

Approved for transmittal to school board: *Chris Malone*

Date assigned for board consideration: November 12, 2020

INFORMATIONAL REPORT:

Information for the Board of Trustees regarding the state of the network. The report will include history, background, proposed solutions and to what extent the timeline and pricing would be.



Information/Discussion

Topic: HB3 Board Goals Presentation

Submitted by: Dr. Angela Herron and Cornelia McCowan

Approved for transmittal to school board: *[Signature]*

Date assigned for board consideration: November 12, 2020

INFORMATIONAL REPORT:

According to Texas Education Code, Sections 11.185 and 11.86, local school boards are required to adopt detailed plans developed by their management teams that achieve goals in two key areas:

- Early childhood literacy and mathematics (EC-LM) proficiency
- College, career, and military readiness (CCMR)

This presentation will provide an overview of the recommended annual progress measures for College Career and Military Readiness proficiency board goals through August 2024.



Information/Discussion

Topic: Grand Prairie High School ECHS Nursing Academy Update

Submitted by: Winston Minix, Executive Director of CTE, Lenora Brown-Chancellor of GPECHS,
Wendy Mathis, Director of Higher Education Programs for CTE

Approved for transmittal to school board: 

Date assigned for board consideration: November 12, 2020

INFORMATIONAL REPORT:

The GPISD CTE department would like to share brief updates on the success of the Nursing Academy at Grand Prairie High School's ECHS which started 2017-2018 school year. The update consists of current enrollment status, current senior story, higher education partnerships and industry partners (CTE Folder Including Nursing Documents)



Information/Discussion

Topic: Review of Board Agenda Calendar

Submitted by: Ms. Linda Ellis

Approved for transmittal to school board: *Linda Ellis*

Date assigned for board consideration: November 12, 2020

INFORMATIONAL REPORT:

The Board Agenda Calendar is presented for your review for revisions or additions.

Grand Prairie Schools

Board of Trustees Agenda Calendar

NOVEMBER 2020

Planning/ Evaluation	
Personnel	
Budget	
Team Development	
Policy	
Other	
District Events	1. Thanksgiving Break: November 23-27, 2020
Other Board Related Events	

Grand Prairie Schools

Board of Trustees Agenda Calendar

DECEMBER 2020

Planning/ Evaluation	1. Academic Calendar
Personnel	
Budget	1. School F.I.R.S.T. Report
Team Development	
Policy	
Other	
District Events	1. Christmas Break: December 21, 2020-January 1, 2021
Other Board Related Events	

Grand Prairie Schools

Board of Trustees Agenda Calendar

JANUARY 2021

Planning/ Evaluation	
Personnel	1. Evaluation of Superintendent/Superintendent's Contract
Budget	2. Approve Audit Report
Team Development	
Policy	
Other	1. Adoption of Election Order
District Events	1. Martin Luther King, Jr. Day: January 18, 2021
Other Board Related Events	1. School Board Recognition Month

Grand Prairie Schools

Board of Trustees Agenda Calendar

FEBRUARY 2021

Planning/ Evaluation	1. Attendance Zones
Personnel	1. Administrator contract recommendations
Budget	
Team Development	
Policy	
Other	
District Events	1. Bad Weather Make-up Day: February 15, 2021 2. Casino Night:
Other Board Related Events	1. TASA/TASB Legislative Conference:

Grand Prairie Schools

Board of Trustees Agenda Calendar

MARCH 2021

Planning/ Evaluation	1. Texas Academic Performance Report (TAPR) Public Hearing
Personnel	1. Administrator contract recommendations 2. Non-administrator contract recommendations and proposed non-renewals; terminations
Budget	1. Budget Work Session
Team Development	
Policy	
Other	1. Waiver request for inclement weather make-up days
District Events	1. Spring Break: March 8-12, 2021 2. Texas Public Schools Week
Other Board Related Events	

Grand Prairie Schools

Board of Trustees Agenda Calendar

APRIL 2021

Planning/ Evaluation	
Personnel	<ol style="list-style-type: none">1. Administrator contract recommendations2. Non-administrator contract recommendations and proposed non-renewals; terminations
Budget	
Team Development	
Policy	<ol style="list-style-type: none">1. Investment Policy and Strategy Review and Approval
Other	<ol style="list-style-type: none">1. Good Friday Holiday: April 2, 20212. Holiday/Bad weather make-up day: April 12, 2021
District Events	<ol style="list-style-type: none">1. Service Awards Banquet and Retiree Recognition
Other Board Related Events	<ol style="list-style-type: none">1. Announce Board Member Training Credits

Grand Prairie Schools

Board of Trustees Agenda Calendar

MAY 2021

Planning/ Evaluation	1. Approve hazardous bus routes
Personnel	
Budget	
Team Development	1. New Board Member orientation (if needed)
Policy	
Other	1. Present Student Handbooks and Student Code of Conduct Updates 2. Canvass school board election: 3. Memorial Day Holiday: May 31, 2021
District Events	1. School Board Election:
Other Board Related Events	

Revised 6/11/20

Grand Prairie Schools

Board of Trustees Agenda Calendar

JUNE 2021

Planning/ Evaluation	
Personnel	
Budget	
Team Development	
Policy	
Other	<ol style="list-style-type: none">1. Student Handbooks2. Reorganization of Board
District Events	<ol style="list-style-type: none">1. Graduation
Other Board Related Events	<ol style="list-style-type: none">1. TASB Post-Legislative Conference2. TASB Summer Leadership Institute

Grand Prairie Schools

Board of Trustees Agenda Calendar

JULY 2021

Planning/ Evaluation	
Personnel	
Budget	1. Review draft of budget
Team Development	
Policy	
Other	1. Student Organization Constitutions & Baseline Guidelines (Presented every five years – Board approved 2/12/2015)
District Events	1. Mandatory GPISD Closing
Other Board Related Events	1. Approve Board participation in TASA/TASB annual convention 2. Approve Board delegate and alternate to TASB Delegate Assembly 3. Texas Institute for School Boards Center for Reformed School Systems Training (CRSS)

Grand Prairie Schools

Board of Trustees Agenda Calendar

AUGUST 2021

Planning/ Evaluation	
Personnel	
Budget	<ol style="list-style-type: none">1. Public hearing for new fiscal year budget2. Approval for new fiscal year budget3. Order establishing tax rate and levying/assessing ad valorem taxes4. Budget Workshop5. Final Budget Amendment for Current Year
Team Development	<ol style="list-style-type: none">1. Board Team of 8 Training
Policy	
Other	<ol style="list-style-type: none">1. Pre-K tuition letter to TEA2. DIP – Performance Objectives3. Suicide Awareness Report4. Approval for Memorandum of Understanding for Dallas County JJAEP
District Events	<ol style="list-style-type: none">1. Convocation2. Summer Graduation3. Market Day (Vendor Fair)4. First day of school
Other Board Related Events	

Grand Prairie Schools

Board of Trustees Agenda Calendar

SEPTEMBER 2021

Planning/ Evaluation	
Personnel	
Budget	1. Budget Amendment #1 (prior year rollover expenditures)
Team Development	
Policy	
Other	1. Update and MOU: GPISD Education Foundation
District Events	1. Football season begins 2. Labor Day Holiday:
Other Board Related Events	1. TASA/TASB Convention:

Grand Prairie Schools

Board of Trustees Agenda Calendar

OCTOBER 2021

Planning/ Evaluation	
Personnel	
Budget	1. Present budget calendar
Team Development	
Policy	
Other	
District Events	1. Fall Break: 2. Education Foundation Golf Tournament
Other Board Related Events	