

A PROUD TRADITION | A BRIGHT FUTURE

REGULAR BOARD MEETING

Thursday, November 21, 2019

7:00 PM

Kay Danziger, President • Kathryn Kaminski, Vice President • Mandi Bronsell, Secretary
Joe Hubenak • Alex Hunt • Jon Welch • Joy Williams

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
NOVEMBER 21, 2019
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Student Reports
 - A. McNeill Cinema and Art Club
4. Recognitions/awards
 - A. Dad's on Duty
5. Introductions
6. Audience to patrons
7. Approval of minutes
 - A. October 15, 2019 - Special Meeting (Workshop) 7
 - B. October 17, 2019 - Regular Board Meeting 11
 - C. October 24, 2019 - Special Meeting 18
8. Board members reports
 - A. Meetings and events
9. Superintendent reports
 - A. Meetings and events
 - B. Information for immediate attention
10. **ACTION ITEMS**
 - A. **Goal: Instructional**
 1. Consider approval of the 2020-2021 Student Course Selection Catalog 20
 2. Consider approval of out-of-state student trip requests, including, but not limited to:
 - a. George Ranch High School Percussion Ensemble 25
 3. Consider approval of District Instructional Materials Adoption Committee 26
 - B. **Goal: Planning**
 1. Consider ratification of Financial and Investment Reports 28
 2. Consider approval of budget amendment requests 32
 3. Consider ratification of donations to the District, including, but not limited to:
 - a. Common Threads
 - b. Foster High School

c. Frost Elementary School	
d. Fulshear High School	
e. Hubenak Elementary School	
f. Huggins Elementary School	
g. Leaman Junior High School	
4. Casting of votes for Fort Bend Central Appraisal District Board of Directors	36
5. Consider approval of use of District facility	42
6. Consider approval of Environmental Solutions, Inc. abatement design services and monitoring fee proposal for the Traylor Stadium press box project	47
7. Consider approval of CSP #01-2020PBK for the Traylor Stadium press box project	52
8. Consider approval of material testing services for the Traylor Stadium press box project	56
9. Consider approval of CenterPoint Energy electric easement for the Randle High School and Wright Junior High School site	67
10. Consider approval of deduction change order #1 and final payment for Roberts Middle School	82
11. Consider approval of deductive change order #1 and final payment for Culver Elementary School	85
12. Consider approval of CenterPoint Energy electric easement for Natatorium at Foster High School	88
13. Consider approval of building technology systems for Williams Elementary School	97
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15. Consider approval of design development for the Alternative Learning Center additions and renovations	101
16. Consider approval of design development for the transportation underground fuel tank storage	102
17. Consider approval of geotechnical study for the Bowie Elementary School additions and renovations	103
18. Consider approval of geotechnical study for the Terry High School and George Junior High School additions and renovations	114
19. Consider approval of professional topographic surveying for the Smith Elementary School exterior renovations	126
20. Consider approval of professional topographic surveying for the Terry High School additions and renovations	131
21. Consider approval of professional topographic surveying for the George Junior High School additions and renovations	136

C. Goal: Personnel

1. Consider approval of new appraisers for teaching staff	141
D. Goal: Technology	
1. Consider approval of district-wide scanner refresh	142
2. Consider approval of security camera system support agreement	147
3. Consider approval of network switches	173
11. INFORMATION ITEMS	
A. Goal: Instructional	
1. Prekindergarten Update	177
B. Goal: Planning	
1. Board Policies for First Reading	178
2. Tax Collection Report	211
3. Payments for Construction Projects	217
4. Bond Update	
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b. 2017	226
5. School Resource Division Update	232
6. Board Meeting Video	237
7. Board Governance Calendar	239
8. E-mist Illness Reduction Program	242
12. CLOSED SESSION	
A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time_____)	
1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.	243
a. Approval of personnel recommendations for employment of professional personnel	
b. Employment of professional personnel (Information)	244
c. Employee resignations and retirements (Information)	245
2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property	
a. Land	
3. Section 551.071 - To meet with the District's attorney to discuss matters 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 the Open Meetings Act, including the grievance/complaint hearing.	
a. Any item listed on the agenda	
b. Discuss pending, threatened, or potential litigation, including school	

finance litigation

RECONVENE IN OPEN SESSION

Action on Closed Session Items

Future Agenda Items

Upcoming Meetings and Events

ADJOURNMENT: (Time _____)

If during the course of the meeting covered by this notice, the Board should determine that a closed session of the Board should be held or is required in relation to an item noticed in this meeting, then such closed session as authorized by Section 551.001 et seq. of the Texas Government Code (the Open Meetings Act) will be held by the Board at that date, hour or place given in this notice or as soon after the commencement of the meeting covered by this notice as the Board may conveniently meet in such closed session concerning any and all subjects and for any and all purposes permitted by Section 551.071-551.084, inclusive, of the Open Meetings Act, including, but not limited to:

Section 551.084 - For the purpose of excluding witness or witnesses from a hearing during examination of another witness.

Section 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law.

Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property.

Section 551.073 - For the purpose of considering a negotiated contract for a prospective gift or donation.

Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.

Section 551.082 - For the purpose of considering discipline of a public school child or children or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing.

Section 551.076 - To consider the deployment, or specific occasions for implementation, of security personnel or devices.

Section 551.083 - For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements provided for by Section 13.901 of the Texas Education Code.

Section 551.0821 - For the purpose of deliberating a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation.

Should any final action, final decision or final vote be required in the opinion of the Board with regard to any matter considered in such closed session, then such final action, final decision or final vote shall be at either:

- a. the open meeting covered by this notice upon the reconvening of this public meeting, or
- b. at a subsequent public meeting of the Board upon notice thereof, as the Board may determine.

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 15th day of November 2019 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.



Karen Vacek
Secretary to Superintendent

Special Meeting

Be It Remembered

The State of Texas §
County of Fort Bend §
Lamar Consolidated Independent School District §

Notice of Special Meeting Held

On this the 15th day of October 2019, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

This meeting was duly called to order by the President of the Board of Trustees, Ms. Kay Danziger, at 6:30 p.m.

Members Present:

Kay Danziger	President
Kathryn Kaminski	Vice President
Mandi Bronsell	Secretary
Joe Hubenak	Member
Alex Hunt	Member
Jon Welch	Member
Joy Williams	Member

Others Present:

Thomas Randle	Superintendent
Kathleen Bowen	Chief Human Resources Officer
Chris Juntti	Interim Deputy Superintendent of Support Services
Jill Ludwig	Chief Financial Officer
Terri Mossige	Chief Academic Officer
Mike Rockwood	Chief of Staff
Kevin McKeever	Executive Director of Facilities & Planning
Rick Morris	Attorney

BUSINESS TRANSACTED

Business properly coming before the Board was transacted as follows: to witness—

2. INFORMATION / WORKSHOP

2. A Discussion of October 17th Regular Board meeting agenda items

The Board reviewed the October 17th Regular Board Meeting Agenda items.

9. ACTION ITEMS

9. A GOAL: INSTRUCTIONAL

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9. A-2 Consider approval of agreement with MSB Consulting Group, LLC - School Health and Related Services (SHARS) Program

Mr. Welch asked how much of the Special Ed budget comes from Medicaid. Ms. Ludwig said that typically we do not allocate the funds that way. The Medicaid billing funds are just part of the federal portion of the general fund local revenues. He said when he read the agreement it said we were going to receive money from Medicaid and we are going to pay them 6%. Ms. Ludwig said we are going to pay MSB a 6% service fee, our typical revenue is about 4m from SHARS.

9. A-3 Consider approval of the 2019-2020 District Improvement and Campus Improvement Plans

Mr. Rockwood, Dr. Mossige, and Dr. Bowen presented to the Board.

Ms. Kaminski asked about the specialist certification being earned by at least 25% of the counseling staff, she thought that seemed low. Ms. Roberts said that all our counselors are going through the training and it is multi-tiered process and the goal is for all of them to eventually receive it. This year we are looking at having the 25%. Ms. Kaminski asked how many counselors we have. Ms. Roberts said 80.

Ms. Williams asked how long the estimated timeframe is for the training. Ms. Roberts said there is a 5-year plan. Ms. Williams asked about Canvas not being adopted as a learning tool by the majority. Ms. Marchena said the campuses have set goals on the usage of Canvas, there is a minimum usage level. She said the basic minimum is that every teacher has to have a teacher webpage, a schedule, tutorials listed, maintain calendar with assignments and asked to add at least one content component. The campus administrators follow up on this.

Mr. Welch said there is a very vague statement that says the campus will improve school climate by decreasing the number of disciplinary incidents. He asked how is this going to be enforced, will inappropriate behavior just be tolerated. Dr. Mossige said there are a number of strategies, one is the RTI practice. She said a system and support net at the campuses is in place to provide support to the student and change the behavior. She said inappropriate behavior will not be tolerated. He also asked how many computers are updated annually with the latest version of software. Mr. Jacobson said tens of thousands, but we have a windows volume license that covers all of this.

Mr. Hunt said it would be helpful if they received a Whole Child Wellness presentation before April since the new board members have not seen this presentation. He asked if we receive a report card on how the District is doing. Mr. Rockwood said they receive this during the DIP Quarterly Academic Update.

Ms. Kaminski asked if the coaches are the same as counselors. Dr. Mossige said no, the coaches are literacy coaches or math coaches. They are instructional coaches that are based on the campus.

Ms. Williams asked about what the plan is to train parents on Naviance and Zella training. Dr. Mossige said that would be done by the campus. Dr. Maxwell said that will be communicated through the college and career facilitators.

9. B GOAL: PLANNING

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9. B-3 Consider approval of budget amendment requests

Ms. Williams asked who are the outside parties that made donations. Ms. Ludwig said these are donations from PTA's, PTO's, and booster clubs. These are rollover funds that were not used by the end of the year.

9. B-5 Consider approval of resolutions proclaiming: a. Parent Involvement Week

Ms. Williams asked if there is a list of activities during this week. Ms. Danziger said usually each school has events during that week.

9. B-6 Consider approval of CenterPoint Energy terms and conditions and facilities extension agreement for Dr. Thomas E. Randle High School and Harry Wright Junior High School

Mr. Welch asked if this is additional money than what was already approved. Mr. McKeever said this was included in the budget.

9. B-15 Discussion and Action on Parent/Family Engagement recommendations

Ms. Williams informed the Board of the recommendations for the Family and Community Engagement Committee.

Mr. Welch said he would like to attend these as well. He said he envisions it being a burden on the administration especially if the community is asking questions and the Board does not have the answers. Ms. Williams said that is why they will ask them to write the questions down and they will email the answers at a later date.

Ms. Kaminski said that five meetings seems to be a lot. She asked how could we be a representative at the PTA or PTO meetings, because that is where the parents go. Ms. Williams said those meetings are right after school. Ms. Kaminski said this would utilize where the parents are going and assign a Board member to one of those meetings. Ms. Kaminski asked where the budget is going to come from for this committee. Ms. Williams is hoping to get things donated.

Ms. Danziger said this is a working start and this would need to be approved on Thursday in order for the committee to move forward.

3. AUDIENCE TO PATRONS

None

10. INFORMATION ITEMS

10. A GOAL: INSTRUCTIONAL

10. A-2 Special Education Update

Ms. Tiffany Mathis presented to the Board.

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ADJOURNMENT TO CLOSED SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTIONS 551.071, 551.072, 551.074, and 551.082, THE OPEN MEETINGS ACT, FOR THE FOLLOWING PURPOSES:

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements (Information)
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
3. Section 551.071 – To meet with the District’s attorney to discuss matters 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 the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

The Board adjourned to Closed Session at 7:51 p.m. for the purposes listed above.

The Board reconvened in Open Session at 8:53 p.m.

ADJOURNMENT

The meeting adjourned at 8:53 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Kay Danziger
President of the Board of Trustees

Mandi Bronsell
Secretary of the Board of Trustees

Regular Meeting

Be It Remembered

The State of Texas §
County of Fort Bend §
Lamar Consolidated Independent School District §

Notice of Regular Meeting Held

On this the 17th day of October 2019, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

This meeting was duly called to order by the President of the Board of Trustees, Ms. Kay Danziger, at 7:00 p.m.

Members Present:

Kay Danziger	President
Mandi Bronsell	Secretary
Joe Hubenak	Member
Alex Hunt	Member
Jon Welch	Member
Joy Williams	Member

Members Absent:

Kathryn Kaminski	Vice President
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Others Present:

Thomas Randle	Superintendent
Kathleen Bowen	Chief Human Resources officer
Chris Juntti	Interim Deputy Superintendent of Support Services
Jill Ludwig	Chief Financial Officer
Terri Mossige	Chief Academic Officer
Mike Rockwood	Chief of Staff
Kevin McKeever	Executive Director of Facilities & Planning
Rick Morris	Attorney

BUSINESS TRANSACTED

Business properly coming before the Board was transacted as follows: to witness—

2. OPENING OF MEETING

A moment of silence was observed and the pledge of allegiance was recited.

3. RECOGNITIONS/AWARDS

Ms. Danziger recognized Frost, Hubenak, and Williams elementary schools for receiving all distinction designations.

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4. INTRODUCTIONS

None

5. AUDIENCE TO PATRONS

None

6. APPROVAL OF MINUTES

A. SEPTEMBER 17, 2019 - REGULAR BOARD MEETING

It was moved by Ms. Bronsell and seconded by Mr. Hubenak that the Board of Trustees approve the minutes of the September 17, 2019 Regular Board Meeting. The motion carried unanimously.

7. BOARD MEMBER REPORTS

a. Meetings and Events

Mr. Hunt reported the Facilities Committee met and reported the status of projects in the District.

Ms. Danziger said she attended the TASA/TASB Conference in Dallas; McNeill National Elementary Honor Society Induction; State of the Schools; Roberts Middle School dedication; college, career and military nights; and the LEAF Golf Tournament.

8. SUPERINTENDENT REPORTS

a. Meetings and Events

b. Information for Immediate Attention

ACTION ITEMS FOR CONSENT OF APPROVAL: 9. A-1 – 9. A-3; 9. B-1 – 9. B-3; 9. B-5 – 9. B-14; 9. C-1; and 9. D-1.

It was moved by Mr. Hubenak and seconded by Mr. Welch that the Board of Trustees approve these action items as presented. The motion carried unanimously.

9. A GOAL: INSTRUCTIONAL

9. A-1 Approval of affiliation agreement with OakBend Medical Center

Approved the renewal of the one-year affiliation agreement with OakBend Medical Center. (See inserted pages 6-A – 6-Q.)

9. A-2 Approval of agreement with MSB Consulting Group, LLC - School Health and Related Services (SHARS) Program

Approved an agreement between the Lamar Consolidated Independent School District and MSB Consulting Group, LLC (MSB) for the administration of the SHARS (Medicaid Consulting and Billing) and MAC (Medicaid Outreach Services) Programs within the District, and allowed the Superintendent to execute the agreement. (See inserted pages 6-R – 6-W.)

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9. A-3 Approval of the 2019-2020 District Improvement and Campus Improvement Plans

Approved the 2019-2020 District Improvement and Campus Improvement Plans.

9. B GOAL: PLANNING

9. B-1 Ratification of Quarterly Investment Report

Ratified the quarterly investment report as submitted for the quarter ending August 31, 2019.

9. B-2 Ratification of Financial and Investment Reports

Ratified the Financial and Investment Reports as presented.

9. B-3 Approval of budget amendment requests

Approved budget amendment requests. (See inserted pages 7-A – 7-B.)

**9. B-5 Approval of resolutions proclaiming:
a. Parent Involvement Week**

Approved the attached resolution proclaiming November 11 –15, 2019 as “Parent Involvement Week” in the Lamar Consolidated Independent School District. (See inserted page 7-C.)

9. B-6 Approval of CenterPoint Energy terms and conditions and facilities extension agreement for Dr. Thomas E. Randle High School and Harry Wright Junior High School

Approved the CenterPoint Energy terms and conditions and facilities extension agreement package for the installation of underground electric service at Dr. Thomas E. Randle High School and Harry Wright Junior High School in the amount of \$80,500 and authorized the Board President to execute the agreement. (See inserted pages 7-D – 7-MM.)

9. B-7 Approval of deductive change order #1 and final payment for the cooler/freezer replacements

Approved the deductive change order #1 in the amount of \$33,825.04 and final payment of \$52,158.75 to Bass Construction for the replacement of the cooler/freezers at eight (8) elementary schools and authorized the Board President to sign the change order. (See inserted page 7-NN.)

9. B-8 Approval of change order #1 for permitting fees for Tamarron Elementary School

Approved change order #1 in the amount of \$61,113 to the contract with Drymalla Construction Company for permitting fees paid to the City of Fulshear for Tamarron Elementary School and authorized the Board President to execute the change order document. (See inserted page 7-OO.)

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9. B-9 Approval of geotechnical study for Jane Long historic gym renovations

Approved Terracon for the geotechnical study for Jane Long historic gym renovations in the amount of \$3,350 and authorized the Board President to execute the agreement. (See inserted pages 8-A – 8-K.)

9. B-10 Approval of procurement method for Lamar Consolidated High School, Traylor Stadium, and Lamar Junior High School interior/exterior additions and renovations

Authorized the administration to utilize Construction Manager at Risk as the construction method of procurement with the evaluation criteria for the interior/exterior additions and renovations at Lamar Consolidated High School, Traylor Stadium, and Lamar Junior High School.

9. B-11 Approval of procurement method for Terry High School and George Junior High School additions and renovations

Authorized the administration to utilize Construction Manager at Risk as the construction method of procurement with the evaluation criteria for the additions and renovations at Terry High School and George Junior High School.

9. B-12 Approval of hazardous materials surveying services for the Jane Long historic gym renovations

Approved Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for the Jane Long historic gym renovations in the total amount of \$860 and authorized the Board President to execute the agreement. (See inserted pages 8-L – 8-N.)

9. B-13 Approval of hazardous materials surveying services for the Alternative Learning Center additions and renovations

Approved Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for the Alternative Learning Center additions and renovations in the total amount of \$1,040 and authorized the Board President to execute the agreement. (See inserted pages 8-O – 8-Q.)

9. B-14 Approval of additional materials testing for the synthetic turf at Fulshear High School

Approved Terracon, Inc. for additional materials testing for Fulshear High School synthetic turf project in the amount of \$3,000 and authorized the Board President to execute the agreement. (See inserted page 8-R.)

9. C GOAL: TECHNOLOGY

9. C-1 Approval of Interactive Flat Panels

Approved: (1) The purchase of Interactive Flat Panels, and installation hardware and services from Piraino Consulting not to exceed \$355,270.45 plus a 10% contingency of \$35,527 for a total of \$390,797.45 and (2) The purchase of Interactive Flat Panels and Televisions, and installation hardware and services from Pro Computing not to exceed

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\$531,231.87 plus a 10% contingency of \$53,123 for a total of \$584,354.87 and (3) Electrical work from Urbish Electrical not to exceed \$30,000.

9. D GOAL: PERSONNEL

9. D-1 Approval of new appraisers for teaching staff

Approved the appraiser(s) who have recently become certified or are new to Lamar Consolidated Independent School District (LCISD).

9. B GOAL: PLANNING

9. B-4 Consider approval of nomination of candidate for position on the Texas Association of School Boards (TASB) Board of Directors

No action taken.

9. B-15 Discussion and Action on Parent/Family Engagement recommendations

It was moved by Ms. Bronsell and seconded by Mr. Welch that the Board of Trustees form a family and community engagement committee.

Mr. Hunt said this is an opportunity for the elected leadership of the schools to be able to hear directly from the community and for the community to hear directly from the Board. It allows the Board to continue to be visible in the community. At the last meeting, they were directed to come up with the framework and purpose for the committee. There are still a lot of details that need to be worked out, they will work with the Administration. He said this should complement the District's work in communications. They would like as many Board members to attend the events as possible.

Mr. Welch said he is all for the committee.

Ms. Danziger asked if they are voting on it for this year only. Ms. Williams said this is the beginning events but they would like to have this as a standing committee. Ms. Danziger asked if this will be Board driven and the Board holding the meetings. Ms. Williams said they would like as many Board members to attend the meetings as possible. Ms. Danziger recommended that when dates are being looked at, they come up with two dates for each meeting, then send to the Board to see how many can be at which date. Ms. Danziger asked if they will do an evaluation or survey at the end to get feedback from the meetings. Ms. Williams said yes.

Mr. Morris said the committee is envisioning that there will be additional work to be done to determine what topics will be provided, logistical support needed, and so on. The committee is just asking for approval in concept, then they will put together the details.

The motion carried unanimously.

10. INFORMATION ITEMS

10. A GOAL: INSTRUCTIONAL

10. A-1 Fall SHAC Update

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10. A-2 Special Education Update

10. B GOAL: PLANNING

10. B-1 Lamar CISD New Money Bond Sale, 2017 Bond Referendum

10. B-2 Tax Collection Report

10. B-3 Payments for Construction Projects

10. B-4 Bond Update

a. 2014

b. 2017

10. B-5 School Resource Division Update

10. B-6 2019 - 2020 Attendance Boundary Committee

10. B-7 2020 - 2021 Instructional Calendar

Ms. Williams asked who is on the committee. Mr. Rockwood said the DSIC consists of more than 60 members made up of teachers, campus staff, central office, parent, community, and business partners. Ms. Williams asked for a copy of the DSIC member list.

ADJOURNMENT TO CLOSED SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTIONS 551.071, 551.072, 551.074, and 551.082, THE OPEN MEETINGS ACT, FOR THE FOLLOWING PURPOSES:

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements (Information)
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
3. Section 551.071 – To meet with the District's attorney to discuss matters 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 the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

The board did not adjourn to closed session.

FUTURE AGENDA ITEMS

None

UPCOMING MEETINGS AND EVENTS

Upcoming High School plays
Board/Superintendent Team Building on October 24th
Texian Market Days on October 26th
Pumpkin Patch at Annex
Legislative Update on October 30th
Arredondo NEHS on November 4th
Senior Serves

ADJOURNMENT

The meeting adjourned at 7:37 p.m.

A patron stood up and said she did not have a chance to address the Board. It was determined the patron did not turn in the card prior to start of the meeting. Ms. Danziger asked for direction from the boards attorney. Mr. Morris said it wouldn't be conforming with their policy in terms of time to sign up. It is the prerogative of the Board but you normally require people to sign up by a designated time.

Mr. Hunt said he thinks if she has come this late, he would like to hear her.

Reopened meeting at 7:38 p.m.

AUDIENCE TO PATRONS

Ms. Christina Flores and Mr. Jon Black addressed the Board about issues involving the drop off and pick up of students at Lamar Consolidated High School. She brought pictures of the activity in the area.

ADJOURNMENT

The meeting adjourned at 7:43 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Kay Danziger
President of the Board of Trustees

Mandi Bronsell
Secretary of the Board of Trustees

Special Meeting

Be It Remembered

The State of Texas §
County of Fort Bend §
Lamar Consolidated Independent School District §

Notice of Special Meeting Held

On this the 24th day of October 2019, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

This meeting was duly called to order by the President of the Board of Trustees, Ms. Kay Danziger, at 6:33 p.m.

Members Present:

Kay Danziger	President
Kathryn Kaminski	Vice President
Mandi Bronsell	Secretary
Joe Hubenak	Member
Alex Hunt	Member
Jon Welch	Member
Joy Williams	Member

Others Present:

Thomas Randle	Superintendent
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BUSINESS TRANSACTED

Business properly coming before the Board was transacted as follows: to witness—

2. ACTION ITEMS

A. GOAL: PLANNING

2. A-1 Governance Team (Board and Superintendent) Team Building and Self-Assessment

Mr. Orin Moore, Board Consultant for Leadership Team Services for the Texas Association of School Boards (TASB), presented the workshop on team building and self-assessment.

ADJOURNMENT TO CLOSED SESSION PURSUANT TO TEXAS GOVERNMENT CODE SECTIONS 551.071, 551.072, 551.074, and 551.082, THE OPEN MEETINGS ACT, FOR THE FOLLOWING PURPOSES:

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
3. Section 551.071 – To meet with the District’s attorney to discuss matters 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 the Open Meetings Act, including the grievance/complaint hearing.

The Board did not convene in Closed Session.

ADJOURNMENT

The meeting adjourned at 9:12 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Kay Danziger
President of the Board of Trustees

Mandi Bronsell
Secretary of the Board of Trustees

**CONSIDER APPROVAL OF THE
2020-2021 STUDENT COURSE SELECTION CATALOG**

RECOMMENDATION:

That the Board of Trustees approve the 2020-2021 Student Course Selection Catalog.

IMPACT/RATIONALE:

The Student Course Selection Catalog is given to each secondary student in the Lamar Consolidated Independent School District. It is a document that provides important information for planning the student's future course of study. Students, parents, counselors, and teachers utilize the guide.

PROGRAM DESCRIPTION:

The Student Course Selection Catalog is a publication that is produced for all middle school, junior high school, and high school students. The catalog contains graduation requirements, information about class rank, special programs such as gifted and talented and special education, and a comprehensive description of course offerings. The catalog is updated yearly to include new courses and to identify deleted courses that will no longer be offered. The proposed 2020-2021 Student Course Selection Catalog with changes, additions, and deletions will be provided separately. Major additions and deletions are attached.

Submitted By: Dr. Terri Mossige, Chief Academic Officer
 Dr. Andree Osagie, Assistant Superintendent of Secondary Education
 Dr. Jon Maxwell, Executive Director of Student Programs
 Dr. Jennifer Roberts, Director of Student Services

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

2020-2021 Course Selection Catalog

Major Additions and Deletions

Page	Section/Course	Comment
0	Intro Page	Name changes
3	Concurrent courses	Updating process
5-8	Substitute Assessment	Clarifying statement; updated Figure 19
9,10	AP Physics I	Updates course list
14-18	CTE name and course changes	Course name changes due to TEA changes; additional courses listed to round out course of study
19	Industry Certifications	Updated certifications
21-23	1543 English I, 1573 English I - PAP, 1643 English II, 1673 English II - PAP, 1743 English III, 1793 English III - AP	Course description updates due to changes in the TEKS
23	Additional course numbers	Additional course numbers required for Cohort 2022 English III Dual
24	1843 English IV, 1893 English IV - AP	Course description updates due to changes in the TEKS
25	1970 Literary Genres, 1962 Research & Technical Writing	Course removal
28-31	2843 Precalculus, 2873 Precalculus – PAP, 2883/AD/BD/XD/WD Precalculus - Dual, 2884/BD/XD ONRAMPS Precalculus, 2546/AD/BD/WD/XD Independent Study in Math - Dual, 2093 Statistics - AP, 2094/BD/XD OnRAMPS Statistics - Dual, 2833 Advanced Quantitative Reasoning, 7560 Statistics and Business Decision Making, 7539C Accounting II, 3573 Biology - PAP, 3643 Chemistry, 3673 Chemistry - PAP, 7640C Anatomy and Physiology	Prerequisite updates
32	3873WD Environmental Science - Dual & 3873XD Environmental Science – Dual	New course numbers for cohort 2022
33	7650C Medical Microbiology, 8360C Principles of Technology	Course description update
33	3743 Physics	Prerequisite update
33	3773 Physics - PAP	Course removal
33	3785XD Physics I Dual & 3785WD Physics II Dual	New course numbers for cohort 2022
34	3791 AP Physics I	New course
34-35	8370 Scientific Research and Design, 7130W Advanced Animal Science, 7740 Food Science, 8140C Forensic Science, 3973W Advanced Plant and Soil Science	Prerequisite updates
35	4543 World Geography	Course description updates due to changes in the TEKS
37	4879 Ethnic Studies: Mexican American Studies, 4874 Special Topics in Social Studies, 1865 to Present	New course
42	7513 Advanced Art	Course removal
43	7538 Art III Sculpture - PAP	New course
44	7153 Floral Design	Course description update
49	6000 Health	Moved to General Elective category
49	4733 PAL I (Peer Assistance Leadership) & 4833 PAL II (Peer Assistance Leadership)	Credit updates as per TEA changes
50	1943 Practical Writing, 1453 Foundations of Intensive Language Acquisition Support	Course removal
50	1452 English Language Development Acquisition (ELDA)	New course
52	Agriculture	New heading as per CTE/TEA changes

Page	Section/Course	Comment
53	Animal Science	New heading as per CTE/TEA changes
53	7190C Veterinary Medical Applications, 7195W Practicum in Agriculture, Food & Natural Resources: Veterinary Medical Applications 1 st time taken, 7196 Practicum in Agriculture, Food & Natural Resources: Veterinary Medical Applications 2 nd time taken, 7195EW Practicum in Agriculture, Food & Natural Resources: Veterinary Medical Applications 1 st time taken, 7196E Practicum in Agriculture, Food & Natural Resources: Veterinary Medical Applications 2 nd time taken	Course description update
54	Applied Agricultural Engineering/Plant Science/Architectural Design	New heading as per CTE/TEA changes
54	7148 Floral Design, 7151C Turf Grass Management	Course description update
54	7130W Advanced Animal Science	Moved location in course catalog
55	7210C Interior Design I, 7211 Interior Design II	Course description update
55	7212W Practicum in Interior Design 1 st time taken, 7213 Practicum in Interior Design 2 nd time taken	New course
55	7217EW Practicum in Interior Design – Extended 1 st time taken, 7213E Practicum in Interior Design – Extended 2 nd time taken	Course description update
55	Carpentry	New heading as per CTE/TEA changes
55-56	7219 Principles of Construction, 7220C Construction Technology I, 7230C Construction Technology II, 7240W Practicum in Construction Technology, 7240EW Practicum in Construction Technology - Extended, 7209 Principles of Architecture, 7250AD Heating, Ventilation, Air Conditioning (HVAC) & Refrigeration Technology I – Dual with TSTC Fall, 7250BD Heating, Ventilation, Air Conditioning (HVAC) & Refrigeration Technology I – Dual with TSTC Spring, 7260AD Heating, Ventilation, Air Conditioning (HVAC) & Refrigeration Technology II – Dual with TSTC Fall, 7219 Principles of Construction, 7240W Practicum in Construction Technology	Course description update
57	Arts, Audio Video Technology/Design and Multimedia, Digital Communications	New heading as per CTE/TEA changes
57	8056CL Graphic Design & Illustration II Lab, 8035CL Audio/Video Production II Lab	Course description update
57	8058EW Practicum in Graphic Design & Illustration	New course
58	8036EW Practicum in Audio/Video Production - Extended	New course
58	Business, Marketing and Finance, Business Management	New heading as per CTE/TEA changes
58	7333W Practicum in Business Management	Course description update
59-60	1961C Business English, 7560 Statistics & Business Decision Making, 7515C Money Matters, 8225 Advertising, 8230 Sports & Entertainment Marketing, 8210C Entrepreneurship, 8240C Advanced Marketing, 7515C Money Matters, 7530C Accounting I, 7540C Accounting II, 7130C Business Information Management I, 7333W Practicum in Business Management, 7539C Accounting II, 7560 Statistics & Business Decision Making	Moved location in course catalog
60	8251 Practicum in Marketing, 8251E Practicum in Marketing - Extended	Course description update

Page	Section/Course	Comment
61	Teaching and Training	New heading as per CTE/TEA changes
61-62	Finance Career Cluster	Entire cluster removed and TEA combined with the new Business, Marketing & Finance
62	Healthcare Diagnostics, Therapeutics and Nursing	New heading as per CTE/TEA changes
62-63	7620C Medical Terminology, 7621C Health Science Theory, 7622C Health Science Clinical, 7625C Pharmacology, 7626W Practicum in Health Science: Certified Nursing Assistant (CAN) ,7627W Practicum in Health Science General, 7627EW Practicum in Health Science: General - Extended, 7550W Medical Billing & Coding	Course description update
63	7640C Anatomy & Physiology, 7650C Medical Microbiology	Moved location in course catalog
63	Emergency Services	New heading as per CTE/TEA changes
64-65	7720C Culinary Arts, 7735C Practicum in Culinary Arts	Course description update
65	Family & Community	New heading as per CTE/TEA changes
65-66	7850EW Practicum in Human Services, 7950C Digital Media, 7921CL Computer Maintenance Lab, 7939C Computer Technician Practicum 1 st time taken, 7940C Computer Technician Practicum 2 nd time taken, 7939CE Computer Technician Practicum – Extended 1 st time taken, 7940CE Computer Technician Practicum – Extended 2 nd time taken	Course description update
66	Technology & Support Services	New heading as per CTE/TEA changes
67	7940AD Computer Technician Practicum – Dual with TSTC Fall, 7940BD Computer Technician Practicum – Dual with TSTC Spring	Course removal
67	7946AD Practicum in Information Technology – Dual with TSTC Fall, 7946BD Practicum in Information Technology – Dual with TSTC Spring	New course
67	7931AD Networking – Dual with TSTC, 7942BD Computer Programming I – Dual with TSTC	Course description update
67	Law and Public Services	New heading as per CTE/TEA
68	8131W Correctional Services, 8153W Practicum in Law, Public Safety, Correction and Security, 7181C Welding I	Course description update
68	7181WD Welding I – Dual with TSTC Welding Pathway Fall, 7181XD Welding I – Dual with TSTC Welding Pathway Spring	New course numbers for cohort 2022; course description update
68	Welding	New heading as per CTE/TEA
69	7109BD Petrochemical Safety, Health, and Environment – Dual with WCJC, 7184AD Precision Metal Manufacturing I – Dual with TSTC Precision Machining Pathway Fall, 7184BD Precision Metal Manufacturing I – Dual with TSTC Precision Machining Pathway Spring	Course description update
69	Manufacturing Technology	New heading as per CTE/TEA
70	8334W Environmental Sustainability	Campus availability update
71	8410 Energy and Power of Transportation Systems	Course removal

Page	Section/Course	Comment
71	8419 Automotive Basics	New course
71-72	8420 Automotive Technology I: Maintenance and Light Repair, 8420AD Automotive Technology I: Maintenance & Light Repair -Dual Fall, 8420WD Automotive Technology I: Maintenance & Light Repair -Dual Fall for Cohort 2022, 8420BD Automotive Technology I: Maintenance & Light Repair -Dual Spring ,8420XD Automotive Technology I: Maintenance & Light Repair -Dual spring for Cohort 2022 ,8430C Automotive Technology II: Automotive Service, 8430AD Automotive Technology II: Automotive Service Dual Fall, 8430BD Automotive Technology II: Automotive Service Dual Spring, 8440C Practicum in Transportation Systems, 8440CE Practicum in Transportation Systems – Extended	Course description update
72	Diesel and Heavy Equipment	New heading as per CTE/TEA
80	HS Art I, Advanced Art 8 Teen Leadership	JH elective updates
82	2540 Algebra I PAP – 8 th	New course number
83	334 Science 7, 337 Science 7 PAP GT, 344 Science 8, 347 Science 8 PAP GT, 434 Social Studies 7, 437 Social Studies 7 PAP GT	Course description updates due to changes in the TEKS
83	Physical Education	Clarification
84	747 Advanced Art 8	Course removal
84	7503 HS Art I	New course
86-87	5733 French I, 5743 French II, 5533 Spanish I, 5543 Spanish II, 5633 Spanish for Spanish Speakers I, 5643 Spanish for Spanish Speakers II	New course number
87	443 Teen Leadership (Year)	Course removal
88	7309 Principles of Business, Marketing & Finance, 7022 Principles of Human Services, 7105 Principles of Agriculture, Food, & Natural Resources, 8380 Principles of Applied Engineering, 7716 Principles of Hospitality & Tourism	New course number
90	English As a Second Language	Course description update
91	227 Mathematics, 230 Mathematics PAP GT, 327 Science, 328 Science PAP GT	Course description updates due to changes in the TEKS

CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for the George Ranch High School Percussion Ensemble to travel to Dayton, Ohio from April 14-19, 2020.

IMPACT/ RATIONALE:

The George Ranch High School Percussion Ensemble requests to travel to Dayton, Ohio from April 14-19, 2020 by charter bus to compete in the WGI World Indoor Percussion Championship. The estimated cost for each student and chaperone will be approximately \$543 (based on quad occupancy) and an estimated total cost of \$24,000. This amount includes four nights lodging, meals and transportation. All costs will be covered by band booster club fundraisers and donations. Anticipated number of students attending will be 35, three staff members and five parent chaperones. The staff attending would be: Head Band Director, Daren Jordan; Assistant Band Director, Thomas Piazza; George Ranch High School Principal, Heather Patterson; and six additional parents or staff chaperones.

BACKGROUND INFORMATION:

The George Ranch Percussion Ensemble has won four state championships since 2011 while competing in the Texas Color Guard Circuit's Indoor Percussion Ensemble Competition. Each year, the ensemble has been moved to a more rigorous level of competition and are now placing in the top three at the most competitive level. The WGI World Indoor Percussion Championships would be the first time competing at this level of rigorous competition and the first time for a Lamar CISD percussion ensemble to compete at an out-of-state competition.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
Dr. Andree Osagie, Assistant Superintendent of Secondary Education
Ramiro Estrada, Director of Performing and Visual Arts

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF DISTRICT INSTRUCTIONAL MATERIALS
ADOPTION COMMITTEE**

RECOMMENDATION:

That the Board of Trustees approve the District Instructional Materials Adoption Committee members as submitted.

IMPACT/RATIONALE:

School Board Policy EFAA (LOCAL) requires that the board approve a committee made up of one representative from each campus containing grade-levels or subjects for which there are books up for adoption. The committee is to be chaired by the Superintendent of Schools or designee.

This year the district will be adopting the following categories of instructional materials:

English I	Advanced Journalism: Newspaper I, II, III
English II	Advanced Journalism: Literary Magazine
English III	Art History AP
English IV	English Learners Language Arts, grade 7 and grade 8
Reading I, II, III	English I for Speakers of Other Languages
Literary Genres	English II for Speakers of Other Languages
Creative Writing	English Language Development and Acquisition (ELDA)
Humanities	Mexican American Studies
Oral Interpretation I, II, III	African American Studies, 1865 to Present
Debate I, II, III	
Journalism	
Advanced Broadcast Journalism I, II, III	
Photojournalism	
Advanced Journalism: Yearbook I, II, III	

A sample of all instructional materials being considered by the Instructional Materials Committee will be available for the public's examination at all appropriate campuses.

Subcommittees of teachers and administrators will assist in this adoption so that all teachers throughout the district will have ample opportunities to study the instructional materials being considered for adoption and provide input during the selection process.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
Katie Marchena-Roldan, Executive Director of Teaching and Learning
Gloria Stewart, Bilingual and ESL Director
Ramiro Estrada, Director of Performing and Visual Arts

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

High School ELAR Instructional Materials Adoption Committee

Deidra Lipinski	Teacher	Beverly Janak	Teacher
Yvette Ferrer	Teacher	Rachel Settle	Teacher
Michael Ameen	Teacher	Lisa Wyke	Teacher
Leslie Gonzalez	Teacher	Lorey Summers	Teacher
Ashley Hayes	Teacher	Sheryl Johnson	Teacher
Julie McGuane	District Secondary ELAR Coordinator		

Performing and Visual Arts Instructional Materials Adoption Committee

Denise Adams	Teacher	Weston Elkins	Teacher
Gina Montelone	Teacher	Kasey Willeby	Teacher
Coleen Kroeker	Teacher	Adam Delka	Teacher
Megan Sanford	Teacher	Rebekah Alderfer	Teacher
Danielle Bell	Teacher	Thomas Avinger	Teacher
Erica Baker	Teacher	Kynzi Windsor	Teacher
Benita Gill	Teacher	Elizabeth Wood	Teacher
Ramiro Estrada	Director of Performing and Visual Arts		

ESOL and ELDA Instructional Materials Adoption Committee

Michael Ramos	Teacher
Kaleigh Herrera	Teacher
Derek Rowe	Teacher
Bob Ann Weatherly	Teacher
Leslie McDowell	Assistant Principal
Kimberly Lybarger	ALP Facilitator
John Davin	ALP Facilitator

Social Studies Instructional Materials Adoption Committee

Sheri Cooper	Teacher
Matthew Savage	Teacher
Bethany Weatherly	Teacher
Kari Herring	Teacher
Tommy Oliver	Teacher
Rebecca Meyer	Teacher
Kevin McCune	District Social Studies Coordinator

Dr. Thomas Randle, Dr. Terri Mossige, Katie Marchena-Roldan, Gloria Stewart, Danica Botts and William Leach will serve on all of the Instructional Materials Adoption Committees.

CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS

RECOMMENDATION:

That the Board of Trustees ratify the Financial and Investment Reports as presented.

PROGRAM DESCRIPTION:

Financial reporting is intended to provide information useful for many purposes. The reporting function helps fulfill government's duty to be publicly accountable, as well as to help satisfy the needs of users who rely on the reports as an important source of information for decision making.

Financial reports and statements are the end products of the accounting process. You will find attached the following reports:

- Ratification of October 2019 Disbursements, all funds
 - List of disbursements for the month by type of expenditure
- Financial Reports
 - Year-to-Date Cash Receipts and Expenditures, General Fund only
 - Investment Report

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Michele Reynolds, CPA, Director of Finance

Recommended for ratification:



Dr. Thomas Randle
Superintendent

SCHEDULE OF OCTOBER 2019 DISBURSEMENTS

IMPACT/RATIONALE:

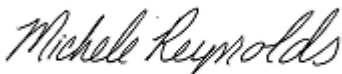
All disbursements made by the Accounting Department are submitted to the Board of Trustees for ratification on a monthly basis. Disbursements made during the month of October total \$39,166,883 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	19,513,436
614	Employee Benefits	1,031,468
621	Professional Services	48,057
622	Tuition and Transfer Payments	8,245
623	Education Services Center	11,025
624	Contracted Maintenance and Repair Services	785,989
625	Utilities	801,537
626	Rentals and Operating Leases	122,043
629	Miscellaneous Contracted Services	678,695
631	Supplies and Materials for Maintenance and Operations	345,644
632	Textbooks and Other Reading Materials	468,351
633	Testing Materials	2,697
634	Food Service	819,062
639	General Supplies and Materials	1,303,752
641	Travel and Subsistence -- Employee and Student	100,332
642	Insurance and Bonding Costs	285,240
649	Miscellaneous Operating Costs/Fees and Dues	56,528
662	Building Purchase, Construction, and/or Improvements	12,409,171
663	Furniture & Equipment - \$5,000 or more per unit cost	176,745
141	Pre-paid	172,040
211	Prior Year Accounts Payable	24,289
217	Operating Transfers, Loans and Reimbursements	145
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	2,392
	Total	39,166,883

PROGRAM DESCRIPTION:

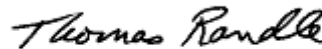
The report above represents all expenditures made during the month of October 2019. The detailed check information is available upon request.

Submitted by,



Michele Reynolds,
Director of Finance

Recommended for approval:



Dr. Thomas Randle
Superintendent

**LAMAR CONSOLIDATED I.S.D.
GENERAL FUND
YEAR TO DATE CASH RECEIPTS AND EXPENDITURES
(BUDGET AND ACTUAL)
AS OF OCTOBER 31, 2019**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	172,199,459.00	1,225,430.00	(170,974,029.00)	0.7%
5800-STATE PROGRAM REVENUES	142,094,922.00	49,199,076.00	(92,895,846.00)	34.6%
5900-FEDERAL PROGRAM REVENUES	4,425,000.00	289,092.00	(4,135,908.00)	6.5%
TOTAL- REVENUES	318,719,381.00	50,713,598.00	(268,005,783.00)	15.9%
EXPENDITURES				
6100-PAYROLL COSTS	269,573,630.00	43,264,501.00	226,309,129.00	16.0%
6200-PROFESSIONAL/CONTRACTED SVCS.	28,853,839.00	2,743,952.00	26,109,887.00	9.5%
6300-SUPPLIES AND MATERIALS	15,809,563.00	2,069,103.00	13,740,460.00	13.1%
6400-OTHER OPERATING EXPENDITURES	6,134,974.00	1,766,627.00	4,368,347.00	28.8%
6600-CAPITAL OUTLAY	1,569,510.00	91,581.00	1,477,929.00	5.8%
TOTAL-EXPENDITURES	321,941,516.00	49,935,764.00	272,005,752.00	15.5%

**Local Investment Pools
as of October 31, 2019**

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	2,340,972.27	0.00	143,750.00	3,749.51	2,200,971.78
General Account	64,792,096.11	16,569,197.28	17,615,417.50	94,607.44	63,840,483.33
Health Insurance	2,447,529.14	2,217,500.83	1,400,000.00	3,970.93	3,269,000.90
Workmen's Comp	46,378.47	41,666.67	45,000.00	24.24	43,069.38
Property Tax	640,192.96	230,327.06	496,476.06	752.18	374,796.14
Vending Contract Sponsor	301,676.71	0.00	0.00	489.73	302,166.44
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Capital Projects Series 2005	1,056,190.73	0.00	0.00	1,714.67	1,057,905.40
Student Activity Funds	36,728.39	0.00	0.00	59.69	36,788.08
Taylor Ray Donation Account	54.72	0.00	0.00	0.00	54.72
Capital Projects Series 2007	219,478.69	0.00	0.00	356.33	219,835.02
Common Threads Donation	55,871.80	0.00	0.00	90.75	55,962.55
Debt Service 2012A	668.00	12,340.07	0.00	14.62	13,022.69
Debt Service 2012B	28.25	9,094.90	0.00	9.96	9,133.11
Debt Service 2014A	611.88	3,759.89	0.00	5.08	4,376.85
Debt Service 2014B	403.46	3,624.47	0.00	4.60	4,032.53
Debt Service 2013	15.99	5,009.09	0.00	5.46	5,030.54
Debt Service 2013A	141,820.86	8,961.84	0.00	240.02	151,022.72
Debt Service 2015	100.53	33,156.63	0.00	36.44	33,293.60
Debt Service 2016A	870.06	7,876.06	0.00	10.06	8,756.18
Debt Service 2016B	231.59	2,070.56	0.00	2.62	2,304.77
Debt Service 2017	715.97	6,474.04	0.00	8.26	7,198.27
Capital Projects 2017	1.00	0.00	0.00	0.00	1.00
Debt Service 2018	2,964,151.85	22,571.16	0.00	4,836.85	2,991,559.86
Capital Projects 2018	59,201,235.66	0.00	8,617,359.91	90,734.04	50,674,609.79
Capital Projects 2019	0.00	48,451,000.00	0.00	55,479.70	48,506,479.70
Debt Service 2019	0.00	12,373.22	0.00	14.15	12,387.37
Debt Service Capitalized Interest 2019	0.00	3,000,000.00	0.00	3,435.21	3,003,435.21
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,268.15	0.00	0.00	8.49	5,276.64
Workers' Comp	505,172.48	0.00	15,000.00	808.83	490,981.31
Property Tax Fund	33,743.27	0.00	0.00	54.38	33,797.65
General Fund	2,715,312.99	0.00	0.00	4,376.24	2,719,689.23
Food Service Fund	94,946.62	0.00	0.00	153.02	95,099.64
Debt Service Series 1996	321.85	0.00	0.00	0.52	322.37
Capital Project Series 1998	735.15	0.00	0.00	1.18	736.33
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	2.43	0.00	0.00	0.00	2.43
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	403.00	0.00	0.00	0.65	403.65
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	0.06	0.00	0.00	0.00	0.06
Capital Projects 2014B	17.87	0.00	0.00	0.03	17.90
Capital Projects 2015	965.14	0.00	912.79	1.23	53.58
Debt Service Series 2015	378.88	0.00	0.00	0.61	379.49
Capital Projects 2017	7,264,588.19	0.00	665,915.75	11,470.85	6,610,143.29
Capital Projects 2018	75,444,204.54	0.00	0.00	121,592.67	75,565,797.21
Debt Service Series 2018	4,600,259.78	0.00	0.00	7,414.19	4,607,673.97
Capital Projects 2019	0.00	30,000,000.00	0.00	34,222.21	30,034,222.21
MBIA Texas CLASS Fund					
General Account	16,281,796.54	0.00	0.00	28,895.21	16,310,691.75
Capital Project Series 1998	959.89	0.00	0.00	1.70	961.59
Capital Projects Series 2007	1.00	0.00	0.00	0.00	1.00
Debt Service Series 2007	1.00	0.00	0.00	0.00	1.00
Capital Projects Series 2012A	2,989,292.35	0.00	91,587.50	5,269.27	2,902,974.12
Debt Service 2015	823.32	0.00	0.00	1.51	824.83
Capital Projects 2017	19,020,919.62	0.00	42,265.50	31,104.21	19,009,758.33
Capital Projects 2019	0.00	15,000,000.00	0.00	18,746.16	15,018,746.16
TEXSTAR					
Capital Projects Series 2007	779.74	0.00	0.00	1.24	780.98
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	1,016,328.52	0.00	0.00	1,597.72	1,017,926.24
Debt Service Series 2012A	0.03	0.00	0.00	0.00	0.03
Debt Service Series 2012B	0.17	0.00	0.00	0.00	0.17
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	2.67	0.00	0.00	0.00	2.67
Capital Projects 2014A	4,818.14	0.00	0.00	7.57	4,825.71
Capital Projects 2014B	2.65	0.00	0.00	0.00	2.65
Debt Service 2015	2,635.38	0.00	0.00	4.13	2,639.51
Capital Projects 2015	1.40	0.00	0.00	0.00	1.40
Capital Projects 2017	13,877,246.33	0.00	2,953,623.00	19,726.29	10,943,349.62
Capital Projects 2018	86,574,757.64	0.00	0.00	136,102.34	86,710,859.98
Debt Service 2018	3,702,291.57	0.00	0.00	5,820.30	3,708,111.87
Debt Service 2019	0.00	3,000,000.00	0.00	3,323.59	3,003,323.59
Capital Projects 2019	0.00	37,000,000.00	0.00	40,990.74	37,040,990.74
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,056,208.91	0.00	0.00	1,766.09	1,057,975.00
Capital Projects Series 2008	147.92	0.00	0.00	0.25	148.17
Capital Projects Series 2012A	0.21	0.00	0.00	0.00	0.21
Capital Projects Series 2014A	118,050.42	0.00	0.00	197.39	118,247.81
Capital Projects Series 2014B	1,125,105.03	0.00	548,945.84	1,054.93	577,214.12
Debt Service 2015	113.82	0.00	0.00	0.19	114.01
Capital Projects 2015	6,508,775.32	0.00	74,934.00	10,799.28	6,444,640.60
Capital Projects 2017	249,664.39	0.00	249,663.39	136.81	137.81
Capital Projects 2018	32,909,519.91	0.00	0.00	55,028.24	32,964,548.15
Debt Service 2018	1,851,648.97	0.00	0.00	3,096.16	1,854,745.13
Capital Projects 2019	0.00	15,000,000.00	0.00	17,680.38	15,017,680.38

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	1.91	\$260,652.54
LONE STAR ACCOUNT INTEREST	1.90	\$180,105.10
MBIA TEXAS CLASS ACCOUNT INTEREST	2.09	\$84,018.06
TEXSTAR ACCOUNT INTEREST	1.85	\$207,573.92
TEXAS TERM/DAILY ACCOUNT INTEREST	1.97	\$89,759.72
TOTAL CURRENT MONTH EARNINGS		\$822,109.34
EARNINGS 9-01-19 THRU 9-30-19		\$720,103.81
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$1,542,213.15

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

That the Board of Trustees consider approval of budget amendment requests.

IMPACT/RATIONALE:

The proposed budget amendments require school board approval because budgeted funds are being reallocated between functional categories and/or new budgets are being established.

PROGRAM DESCRIPTION:

Budget amendments are mandated by the state for budgeted funds reallocated from one functional level, and state and/or federal program to another. These budget changes are usually the result of unexpected levels of expenditures in certain categories and amendments are for legal compliance. Other budget amendments are determined by the School Board.

Since the operating budget for Lamar CISD is adopted at the functional level, budget revisions are required for reallocations between functional levels or when new budgets are being established. All necessary budget amendments must be formally adopted by the School Board and recorded in the Board minutes. (TEA Financial Accountability System Resource Guide, Financial Accounting & Reporting, Update 16.0)

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Yvonne Dawson, RTSBA, Director of Budget and Treasury

Recommended for approval:



Dr. Thomas Randle
Superintendent

Jane Long Elementary is requesting a budget change to pay for two teachers to attend the Region IV Bilingual ESL conference in December.

199-11	Classroom Instruction	(300.00)
199-13	Curriculum and Instr. Staff Development	300.00

Roberts Middle School is requesting a budget change to pay for administrative cell phone service.

199-11	Classroom Instruction	(960.00)
199-23	School Leadership	960.00

Leaman Junior High is requested two budget changes:

The first budget amendment is to pay for teacher travel to attend the Annual Middle Level Education Conference.

199-11	Classroom Instruction	(93.00)
199-13	Curriculum and Instr. Staff Development	93.00

The second budget amendment is to pay for teacher travel to attend the Texas Art Education Association Conference.

199-11	Classroom Instruction	(130.00)
199-13	Curriculum and Instr. Staff Development	130.00

The Department of Academics is requesting a budget amendment to purchase Lead4ward modules for six elementary campuses.

199-13	Curriculum and Instr. Staff Development	(2,052.00)
199-23	School Leadership	2,052.00

The Business Office is requesting two budget amendments.

The first budget change is to amend the 2019-20 budget for funds donated to the District by outside parties that were not expended in the 2018-19 year. These funds need to be carried forward so that they can be used for their intended purposes.

199-11	Classroom Instruction	46,293.22
199-13	Curriculum and Instr. Staff Development	3,786.33

The second budget change is to amend the budget for the 2019-20 Region IV School Support Grant. The funds must be used for Region IV training, products, or services.

199-00	Revenue	36,816.62
199-13	Curriculum and Instr. Staff Development	36,816.62

CONSIDER RATIFICATION OF DONATIONS TO THE DISTRICT

RECOMMEDATION:

That the Board of Trustees ratify donations to the District.

IMPACT/RATIONALE:

Policy CDC (Local) states that the Board of Trustees must approve any donation with a value in excess of \$5,000.

PROGRAM DESCRIPTION:

Madison Charitable Foundation donated \$5,000 to Common Threads.

Foster High School Activity Fund donated \$8,660 to purchase a parking lot security golf cart for Foster High School.

Frost PTO donated \$6,061.28 to purchase Think Up math books for Frost Elementary School.

Fulshear High School Baseball Boosters donated \$19,991 to purchase turf covered halo installed around home plate on the field at Fulshear High School.

Hubenak PTA donated \$10,590 to help pay for field trips at Hubenak Elementary School.

Friends of Huggins donated \$16,359.69 to purchase a poster maker, die cut machine, and printer workstation for Huggins Elementary School.

Friends of Leaman PTO donated \$10,741.52 to purchase 30 iPads, iPad cart, and iPad cases for Leaman Junior High School.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CASTING OF VOTES FOR FORT BEND CENTRAL APPRAISAL DISTRICT
BOARD OF DIRECTORS**

RECOMMENDATION:

That the Board of Trustees cast, by Resolution, its 575 votes for a candidate(s) for the Board of Directors of the Fort Bend Central Appraisal District.

IMPACT/RATIONALE:

The following are attached:

1. An official ballot from the Fort Bend Central Appraisal District for the selection of their Board of Directors.
2. A tabulation of the number of votes allocated to each taxing unit in Fort Bend County. Lamar CISD has 575 votes.
3. Proposed Resolution for the casting of votes for candidates to serve on the Board of Directors of the Fort Bend Central Appraisal District.

PROGRAM DESCRIPTION:

In accordance with the Texas Property Tax Code, Section 6.03, on or before December 15th, it is required that five directors be appointed by the taxing units that participate in the district as provided by this section. Members of the board of directors other than a county assessor-collector serving as a nonvoting director serve two-year terms beginning on January 1 of even-numbered years.

Recommended for approval:



Dr. Thomas Randle
Superintendent



FORT BEND CENTRAL APPRAISAL DISTRICT

2801 B.F. Terry Blvd. Rosenberg, Texas 77471-5600
Phone (281) 344-8623 | Fax (281) 344-8632
www.fbcad.org

October 29, 2019

President Kay Danziger
Lamar C.I.S.D.
3911 Avenue I
Rosenberg, TX 77471-3901

RE: 2020-2021 Election Ballot

Dear Sir or Madame:

Enclosed is the election ballot for the 2020-2021 Fort Bend Central Appraisal District Board of Directors Election. This year there are five (5) candidates for the five (5) board positions.

A signed copy of the board's resolution must be included with the ballot for the votes to be counted. The Chief Appraiser must receive submission of the ballot and the signed resolution no later than Monday December 16, 2019 since the deadline falls on the weekend. The code states in "*Section 6.03 (k) the governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15.*"

The five (5) candidates for the five (5) positions are:

Al Abramczyk –Currently serving the Appraisal District as a Board member & Financial Officer. He retired from the Oil & Gas industry, where he held a number of operating & staff positions. These included, among others, responsibility for budgets, planning, acquisitions & divestitures & Joint Venture investments. Since retirement, he has been active in the community, including serving as Chair of Sugar Land's Building Standards Commission & the City's Charter Commission, as well as in Task Forces updating the International Building Code & Rental Ordinance, and the creation of an Ethics Code. He has served as an officer & Board member of his Home Owner's Association, as well has in Rotary International. He also served as Chair of the Fort Bend Appraisal Review Board. He has been a resident of Fort Bend since 1995.

Pamiel J. Gaskin – Retired from KPMG, LLP, a Big 4 Accounting firm and from AT&T. Current Managing Partner of Think-IT Services, LLC a technology consulting firm providing Internal Audit and CIO Assist services. Mrs. Gaskin currently serves on the Missouri City Construction Board of Appeals and has been a licensed REALTOR for 20 years. She is the founding member of the Missouri City Chapter of Alpha Kappa Alpha Sorority, Inc. and served as the inaugural President of Julia F. Thompson, Inc., a charitable 501(c)(3) organization that has given over \$300,000 in scholarships to Fort Bend ISD students since 2003. Mrs. Gaskin has lived in Fort Bend County since 1976.

Jim Kij – Current Board Chairman, is a Business Development Manager and Facility Solutions Specialist. Activity involvement with the Fort Bend community includes Fort Bend YMCA, Exchange Club of Sugar

Land, Child Advocates of Fort Bend County and City of Sugar Land Mayor's Leadership Council. He has been a resident of Sugar Land since 1991.

Michael D. Rozell – Started his own company, Rozell Realty in 1987, after working in the gas and oil industry upon moving to Texas in 1974. Along with his extensive background in the real estate industry, he has a vast amount of political experience and business knowledge as a former Fort Bend County Judge and as Director of Economic Development for Harris County. He has served as a board member and president of Brazoria / Ft. Bend MUD #1 and served as a director/manager of the Baybrook MUD #1. He has always been active politically and within his community having served as President of Sugar Land Rotary, Pres. of Houston Realty Business Coalition, lifetime member of Houston Rodeo and Livestock Show, and has been a supporter of many other charities and organizations. He is currently serving as an HOA Neighborhood Representative for The Enclave. He has lived in Ft. Bend County for over 44 years with his wife, Barbara. Mike and Barbara are founding members of Sugar Land Baptist Church, are still very active member there, and has served as a deacon and in many other capacities.

Paul Stamatis – Current Vice Chairman, has a broad entrepreneurial background in designing, building and managing successful healthcare and real estate businesses. His deep experience as a world-class management consultant prepared him with the strategic planning and management capabilities necessary to create and deliver value to his partners. He is active with Boy Scouts of America, YMCA and Fort Bend Fellowship.

If you have any questions regarding this matter I can be contacted at 2801 B. F. Terry Blvd., Rosenberg, Texas 77471-5600 or by phone at 281-344-8623 extension 179.

Respectfully yours,



Jordan Wise, RPA
Chief Appraiser

Election Ballot 2020-2021

Board of Directors Fort Bend Central Appraisal District

Jurisdiction:

Lamar C.I.S.D.

Total Voting Entitlement:

575

Section 6.03 of the Texas Property Tax Code requires five directors to be appointed by the taxing units that participate in the district as provided by this section. Members of the board of directors other than a county assessor-collector serving as a nonvoting director serve two-year terms beginning on January 1 of even-numbered years.

The candidates listed below were duly nominated by the voting governing bodies and now stand for election for the five (5) positions. Only one ballot per entity may be submitted.

Candidate:

Votes Cast:

Al Abramczyk

Pam Gaskin

Jim Kij

Michael D. Rozell

Paul Stamatis

Cast your votes for the candidate(s) of your choice and return the ballot along with a signed resolution of the board vote, to the Fort Bend Central Appraisal District by Monday, December 16, 2019.

Section 6.03

“(j) Before October 30, the chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted under Subsections (g) and, if applicable, (h) or (i) alphabetically according to the first letter in each candidate’s surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

(k) The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates. For purposes of determining the number of votes received by the candidates, the candidate receiving the most votes of the conservation and reclamation districts is considered to have received all of the votes cast by conservation and reclamation districts and the other candidates are considered not to have received any votes of the conservation and reclamation districts. The chief appraiser shall resolve a tie vote by any method of chance.”

**RESOLUTION FOR THE CASTING OF VOTES FOR CANDIDATE(S) TO SERVE ON
THE BOARD OF DIRECTORS OF THE
FORT BEND CENTRAL APPRAISAL DISTRICT**

WHEREAS, the Property Tax Code provides that each taxing unit in a county is entitled to vote, by Resolution of its governing board, for candidates for each position to be filled on the Board of Directors of the county's central appraisal district; and

WHEREAS, the Board of Trustees of the Lamar Consolidated Independent School District is entitled to vote, and it wished to vote for the following candidate(s) for position(s) to be on the Board of Directors of the Fort Bend Central Appraisal District.

THEREFORE, BE IT RESOLVED THAT:

- 1. All the paragraphs are incorporated and made a part of this Resolution;
and
- 2. The Board of Trustees votes for the following person(s) for position(s) on the Board of Directors of the Fort Bend Central Appraisal District:

3. The President of the Board of Trustees is authorized and directed to submit these votes to the Lamar Consolidated Independent School District to the Chief Appraiser of the Fort Bend Central Appraisal District by delivering a copy of this Resolution to the Chief Appraiser before December 16, 2019.

4. This Resolution shall become effective from and after its passage. On motion of Trustee _____ and seconded by Trustee _____ the above Resolution voting for person(s) to serve on the Board of Directors of the Fort Bend Central Appraisal District was adopted, and it was so ordered.

THE STATE OF TEXAS

COUNTY OF FORT BEND

I, Mandi Bronsell, Secretary of the Board of Trustees of the Lamar Consolidated Independent School District, do hereby certify that the foregoing is a true and correct copy of a motion presented and passed by a majority vote of the Board of Trustees at a meeting duly posted and noticed under the Texas Open Meetings Act and held on November 21, 2019.

 Madni Bronsell, Board Secretary
 Lamar Consolidated Independent School District

SUBSCRIBED AND SWORN TO BEFORE ME This is the ____ day of November 2019.

Notary Public in and for
 Fort Bend County, Texas

Name:

My Commission Expires:

CONSIDER APPROVAL OF USE OF DISTRICT FACILITY

RECOMMENDATION:

That the Board of Trustees waive the facility usage fee for Powell Point Elementary.

IMPACT/RATIONALE:

The Kendleton Church of God is requesting permission to use Powell Point Elementary School from June 15, 2020 through July 31, 2020 for a summer program and waive the building usage fees.

The Summer Program will provide several innovative projects to reach more successful outcomes with children ages four (4) through sixteen (16) in the Kendleton community. Some of those projects will include: recreational (physical) activities, volunteering, mentoring, as well as math, science and reading tutorials for all ages. Family Services such as literacy programs, social assistance, and nutrition education will also be offered.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services

Recommended for approval:



Dr. Thomas Randle
Superintendent

November 6, 2019

Dr. Thomas Randle, Superintendent

Lamar Consolidated School District

3911 Avenue I

Rosenberg, Texas 77471

Dear Dr. Randle:

I have attached a report outlining the success of the Kendleton Church of God, Inc. Summer School Program. This marks the second year that this program has been in existence on the Powell Point School Campus. You would be pleased to know that the program has grown. Services have been expanded, and we have increased our partnerships.

In order to keep the momentum going forward and to reach more children and families, we are again requesting the use of the Powell Point School for the 2020 Summer School Program and one week of Vacation Bible School. The Summer Program will operate as it has for the last two years. It will start June 15th and will end July 31st. We will offer a city-wide Vacation Bible School at the Powell Point School for one week during the month of July. The Summer School Program ends each day Monday – Thursday at 1:00 p.m. The city-wide Vacation Bible School will start at 2:00 p.m. and end at 5:00 p.m.

We are super excited about the enthusiasm that the community has for this program. We again extend our sincere gratitude and appreciation to you and the Lamar Consolidated ISD Board for this invaluable opportunity to demonstrate to the children in our community that we recognize that our greatest resource in Texas is our children.

Thank you.

Kenneth Meeks,

Executive Director

FROM: Ken Meeks, Director 2019 Powell Point Summer School

RE: DIRECTOR'S REPORT

DATE: 8/22/2019

The Lamar Consolidated Independent School District gave approval to operate the Powell Point Summer School for the second time on April 18, 2019. The number of partners and supporters increased this year. Following are the organizations that partnered together to implement the Summer School of 2019:

- Kendleton Church of God * Lamar Consolidated Independent School District
- Kendleton Community Action Group * Suburban Sugarland Women
- Newman Chapel Methodist Church * Be A Champion Food Service
- Oak Hill Baptist Church * City of Kendleton
- Little Zion Baptist Church * Attack Poverty
- Greater Wesley AME Church * Sole Loved Organization
- Vincek's Smokehouse * Lions Club
- McDonalds, Inc. & HEB * Cy-Fair School District

The program operated with the following staff:

- Director/Food Service Manager – Ken Meeks
- Consultant – Helen Wright
- Administrative Secretary – Merell Melton-Brown
- Nurse/Cafeteria Coordinator – Joyce Anderson
- **Teachers:** Jocelyn Payne, Betty Sykes, Angela Mayberry, Tianna Robertson, Brenda Meeks, Diane Johnson
- **Teacher Support** – Carolyn Jones, Carolyn Jenkins, Mary Rose Cox, George Starks, Byron McNeil, Derrick Banks, Kaitlynn Johnson, Trey Johnson

Teacher orientation for the Powell Point Summer School was held on June 13, 2019 with food provided by the City of Kendleton. Flyers and registration materials were printed in English and Spanish. Classes began on June 24, 2019 with 22 students and two teachers. We reached out to the Hispanic community and two families participated. The program was managed with four teachers and three assistants who filled in.

During the length of the program, the number of students increased and we served over forty students. Students participated in daily reading exercises and all day on Monday. Math and Science were addressed Tuesday – Thursday. Brenda Meeks taught class in Art and encouraged the children to express their creativity.

Children were recognized weekly for their attendance, academic progress and effort. *The Student of The Week Incentive Program* was in place again this year with a student from each class chosen to be recognized. We involved the children in leadership roles to help them develop a greater sense of responsibility. Students also participated in activities where they were encouraged to speak in Spanish. An outstanding accomplishment by all!

Some of the children had difficulty following the teacher's instructions and needed frequent redirection. Overall, students focused on their work, cooperated with the teachers and interacted well with their classmates and visiting speakers.

Staff did not transport children to school this year. This demonstrated that parents made the commitment to get their children to the school and allowed staff to utilize that time planning for and serving the children. The parents showed tremendous support and expressed their appreciation for the program.

Requests were made for guest speakers to come and talk with the children. The following speakers came to encourage, inspire and motivate our students to continually strive for excellence.

- Derrick Banks – Texas A&M Agri-life Extension Services
- Dr. Alexander Warren – Warren Group
- Janta Rainey – Educator, Spring ISD
- Charles Sonnier – Sheriff Department

The foundational aspect of this program is the teacher.

The teachers:

- Prepared lesson plans for the week,
- Organized their classrooms and lessons the day prior to class,
- Presented lessons with great professionalism, **and**
- Managed the children while keeping them engaged.

Each of the teachers should be commended for their extraordinary effort and level of expertise

Exercise time in the gym took place from 12:45 to 1:00pm. The students enjoyed the team spirit and physical activity. Some children were taken outside but many days were too hot for outside activities.

Newman Chapel Methodist Church, Pastor Johnson and Mrs. Diane Johnson provided the children with a Field Day on the last day of class. The kids were excited with various activities and had a fantastic time.

A graduation celebration for the students was held on August 1, 2019. Approximately 60 children, parents and supporters attended. Pastor Curtis Johnson filled in for Trey Johnson as the keynote speaker.

- *Be A Champion* provided food for the program. Fluctuations in the student attendance were addressed by food provided by the Powell Point Summer School.

- Several of the children were wearing shoes that were too small or worn out. *Sole Loved* provided kids replacement shoes and socks, as well. The children and parents were very grateful.
- *The Lions Club* provided vision screenings for students.
- *Attack Poverty* donated books. Several members came and worked with our students. They also consulted with us, including making the referral to Sole Loved.
- *Suburban Sugarland Women* donated books and funds.
- *Cy-Fair School* provided books as well.
- *Byron McNeil* contributed a microwave oven and purchased food for the children.

SUMMATION: The *Kendleton Powell Point Summer School* provided a beneficial scholastic experience for the children of the Kendleton community. Children worked on academic subjects, classroom behavior along with interacting with teachers and other students. They expanded their knowledge and were applauded for their efforts and accomplishments. Parents were very supportive of the program and cooperated with the staff, volunteers and dedicated teachers.

The staff provided an excellent service with friendly, loving care and concern.

**CONSIDER APPROVAL OF ENVIRONMENTAL SOLUTIONS, INC. ABATEMENT
DESIGN SERVICES AND MONITORING FEE PROPOSAL
FOR THE TRAYLOR STADIUM PRESS BOX PROJECT**

RECOMMENDATION:

That the Board of Trustees approve the Environmental Solutions, Inc. abatement design services and monitoring fee proposal for the Traylor Stadium press box project not to exceed \$3,070.

IMPACT/RATIONALE:

The board approved hazardous material survey that was performed on September 26, 2019 identified the presence of hazardous materials in the existing press box that will require abatement during the demolition phase of the project. A licensed environmental firm is required to develop design documents, monitor the removal of hazardous materials and provide a report. Due to the current and past good performance of Environmental Solution, Inc for Lamar CISD hazardous material service needs, they have been recommended to perform the above-mentioned services.

PROGRAM DESCRIPTION:

Environmental Solutions, Inc. will develop documents that will be used for pricing and removal of the identified hazardous materials by a licensed abatement contractor. Environmental Solutions, Inc. will also provide monitoring during the removal of the hazardous material and provide a report at the end of the project.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent

November 5, 2019

Sent via e-mail: scot.hartfiel@lcisd.org

Mr. Scot A. Hartfiel, AIA
Project Manager
Lamar Consolidated I.S.D.
3911 Avenue I
Rosenberg, Texas 77471

**Re: Proposal for Asbestos Abatement Consulting
Traylor Stadium Press Box
4606 Mustang Ave, Rosenberg, Texas
ESI Proposal No. 191105140**

Dear Mr. Hartfiel:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services for work at the Traylor Stadium Press Box located at 4606 Mustang Ave in Rosenberg, Texas. ESI will provide the necessary professional services to assist Lamar Consolidated I.S.D. in successfully managing environmental issues in a cost-effective manner. ESI proposes to perform asbestos project management services to assist with the removal of approximately 75 square feet of brown floor tile and black mastic, 12" light gray floor tile and black mastic under carpet in the supervisor's area; and 1,230 square feet of cement paneling on the bottom side of the overhang and above windows at the Traylor Stadium Press Box to accommodate renovations. These services will include preparation of the project scope of work procedures, perform on-site monitoring services during removal, and submit a final report of the abatement activities. ESI's costs are based on the contractor's estimated time of two to three days for an estimated cost of **\$2,100 to \$3,070**. A detailed cost breakdown is included herein.

Asbestos Consulting Services

ESI proposes to prepare abatement scope of work procedures, perform on-site monitoring, project management, if necessary, and prepare a final report for the removal of asbestos-containing materials. These services will be performed by personnel properly trained and licensed in asbestos.

Abatement Scope of Work Procedures: ESI will prepare and provide Abatement Scope of Work Procedures which will include the scope of Work, any scheduling requirements, submittal requirements, work area preparation procedures, minimum removal requirements, minimum worker protection requirements, final work area clean-up and decontamination, air monitoring to be performed during the project, clearance levels of work area, and asbestos disposal requirements.

Project Monitoring: ESI proposes to provide Project Monitoring services to include providing an on-site, full-time Project Monitor during the specified abatement project. Project Monitoring will be performed by properly licensed personnel, with analysis by personnel NIOSH 582 Certified. The Project Monitor will conduct on-site inspections to observe the performance and progress of the abatement contractor and document the contractor's general compliance with removal work procedures, and applicable City, State and Federal regulations, respond promptly to all questions from the abatement contractor by referring to the work procedures, or applicable regulations, maintain on-site field documentation, perform asbestos air monitoring, and conduct air clearance in general compliance with applicable regulations.

The removal contractor is expected to maintain and enforce his own occupational safety and health program in compliance with Local, State and Federal codes. ESI will not be responsible for contractor's OSHA requirements.

Asbestos Abatement Documentation Report: After the abatement work is completed, ESI will provide an Asbestos Abatement Documentation Report. The final report will document the project activities and laboratory analysis and will include abatement scope of work procedures, daily field documentation of work accomplished, laboratory test results including, and a reviewed list of contractor submittals. All pertinent data will be included within this asbestos abatement report for your documentation of how the abatement was accomplished, under what procedures, and air monitoring results.

Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for asbestos consulting services based on the contractor's estimated time of two to three days for an estimated cost of **\$2,100 to \$3,070**. Below is an estimate of costs associated with this project.

Asbestos Abatement Consulting

Abatement Scope of Work Procedures

Lump Sum \$ 400 to \$ 400

Project Management Labor

Project Manager, 0-4 hours @ \$80/hr \$ 0 to \$ 320

On-Site Project Manager, 2 to 3 days @ \$650/day ⁽¹⁾ 1,300 to 1,950

Final Report

Lump Sum \$ 400 to \$ 400

Total Estimated Cost **\$ 2,100** to **\$ 3,070**

⁽¹⁾ Project Monitor cost includes pumps, microscope, and supply expenses.

Project Authorization

If this proposal meets with your approval, please execute this authorization and return a copy to ESI or issue a purchase order referencing this proposal.

Project Terms

Client will pay Environmental Solutions, Inc. (ESI) for services and expenses in accordance with the Proposal. Unless otherwise agreed, fees are based upon up to ten-hour per day shifts and time outside the ten-hour days will be billed at the rate of the \$70 per hour. Invoices are due and payable by Client within 30 days of the invoice date. Past due amounts are subject to a charge of one percent per month until full payment is made. Client agrees to pay ESI's attorney's fees, interest, and all other costs incurred in collecting past due amounts. In addition to the services proposed and/or performed, the Client is responsible for all other services requested and obligated to pay as stated herein. The Client is responsible for payment whether the results produced by ESI may contain conclusions unfavorable to the Client.

ESI represents that it will perform services for the Client using that degree of care and skill ordinarily exercised by persons performing similar services under similar conditions in the same geographic region. ESI's liability for services, if any, shall be limited to remedies for breach of contract in favor of only those persons with whom ESI has a direct contractual obligation to perform services. ESI cannot be responsible for waste manifests and tracking thereof, unless specifically requested. ESI is not liable for alleged defects in services performed by third parties or anyone with whom ESI does not have direct contractual relationship and under no circumstances shall exceed the greater of fees for the service(s). The client is responsible for payment of time charges and expenses resulting from any required response by ESI, its subsidiaries or employees to whom subpoenas are issued in connection with work performed under this contract. Charges for litigation support are based on two and one-half times current fee schedules in effect at that time.

The client acknowledges that ESI has neither created nor contributed to the creation or existence of any hazardous, toxic or otherwise dangerous substances or conditions at the site, and that ESI's compensation is not commensurate with the potential risk of injury or loss that may be caused by foresaid. Accordingly, the client waives any claim against ESI, its agents, and employees to the extent allowed by law for injury or loss sustained by any party alleged to arise out of ESI's performance of services. ESI is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence. The Client recognizes and agrees that all testing and remediation methods have reliability limitations, that no method or number of sampling locations can guarantee identification. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency, laboratory services or other service, including cost, have been considered in the Client's selection of services. Client agrees that he has knowledgeable accepted these limitations and the risks attendant thereon and that ESI's services shall be considered non-conforming or deficient only to the extent that the services selected by the Client are not performed with reasonable competence in accordance with the scope of services. Client further agrees to disclose and locate all utilities and known hazardous or toxic material at the location of service requested and/or performed. Client agrees to indemnify and hold harmless ESI from all claims, suits, losses, personal injuries, death and property liability resulting from damage or injury to hidden conditions.

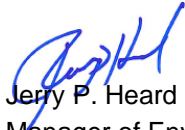
Unless rights are otherwise expressly reserved, documents, forms and/or software prepared by ESI or its subcontractors shall, upon final receipt of payment, become the property of Client. Additionally, any information or document(s) prepared by ESI are not intended to be suitable for use by, or relied upon by, anyone other than the Client without ESI's written permission and that ESI's fees do not reflect the expanded scope of risk presented by unintended or third parties use of or reliance on. Any such use will be at the Client's or third party's sole risk.

However ESI reserves its rights as to any proprietary information employed in producing the documents or supporting data to freely use and retain copies of for its records. Upon delivery to Client, ESI shall have no further obligation to retain the documents.

We appreciate the opportunity that Lamar Consolidated I.S.D. has given Environmental Solutions, Inc. in submitting this proposal and we look forward to working with you. Should you have any questions, or require additional information please call 713-934-9944.

Sincerely,

Environmental Solutions, Inc.



Jerry P. Heard
Manager of Environmental Services

JPH (191105140 pro)

A C C E P T E D:

LAMAR CONSOLIDATED I.S.D.

By: _____

Title: _____

Date: _____

**CONSIDER APPROVAL OF CSP #01-2020PBK FOR THE
TRAYLOR STADIUM PRESS BOX PROJECT**

RECOMMENDATION:

That the Board of Trustees approve Bass Construction Company, Inc. for the construction of the Traylor Stadium press box in the amount of \$4,157,000 and authorize the Board President to execute the contract and include budget amendments as necessary.

IMPACT/RATIONALE:

Competitive Sealed Proposal #01-2020PBK was solicited for the construction of the Traylor Stadium press box. Two (2) proposals were received on November 6, 2019. Having reviewed the weighting contractor evaluation criteria included in the proposal documents, the Lamar CISD Facilities & Planning Department with PBK Sports, Inc. recommend the contract for the construction be awarded to the highest ranked firm, Bass Construction Company, Inc. This project is included in the 2017 Bond Budget. Available funds from the 2014 Bond will be utilized to complete the budgetary requirements.

PROGRAM DESCRIPTION:

Upon approval, contracts will be prepared for execution and Bass Construction Company, Inc. will begin construction of the Traylor Stadium press box.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent

11 Greenway Plaza, 22nd Floor
Houston, Texas 77046-1104
Phone: 713/965-0608
Fax: 713/961-4571
www.pbk.com



November 12, 2019

Via: E-Mail

Mr. Kevin McKeever
Executive Director Facilities and Planning
Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, Texas 77471

RE: Traylor Stadium Press Box Replacement;
LCISD CSP No: 01-2020PBK
PBK Project No: 1948-01SP

Dear Mr. McKeever,

Competitive sealed proposals were received from two (2) proposers on Wednesday, November 06, 2019, for the Traylor Stadium Press Box Replacement project. A tabulation of the proposal results is attached for your review and records.

In accordance with the selection criteria published in the contract documents, each Proposer was evaluated and ranked following receipt of the proposals. Based on the results of the evaluations, Bass Construction Company Inc. was determined to have the highest evaluation score and therefore was the No. 1 ranked Proposer. A copy of the Evaluation Summary is attached for your review and records.

We are therefore recommending to the Lamar Consolidated Independent School District Board of Trustees the consideration for the award of the Traylor Stadium Press Box Replacement project to Bass Construction Company Inc. in the amount of \$4,157,000.00. This amount is for the Base Proposal and Alternate Proposals 1-8 as listed on the proposal tabulation form.

We are grateful for the opportunity to work with you and the Lamar Consolidated Independent School District. Thank you again for allowing PBK Sports to work on this project. We look forward to delivering a successful project.

Sincerely,
PBK Sports

A handwritten signature in black ink that reads "Trey Schneider".

Trey Schneider, PE
Partner// President, PBK Sports

PROPOSAL TABULATION SHEET
Traylor Stadium Press Box Replacement
Lamar Consolidated Independent School District



Proposal Date/Time: Wednesday, November 6, 2019 at 2:00 P.M.
 LCISD CSP: 01-2020PBK
 PBK Sports Project No.: 1948-01

Description / General Contractor	Bass Construction	Nash Industries, Inc.	
Proposal Bond	✓	✓	
Addenda Acknowledged (1 through 6)	✓	✓	
Base Proposal	\$3,977,000.00	\$3,850,000.00	
Alternate 1: Ornamental Fencing and Gates. Base Bid: 8'-0" tall Vinyl-Coated chain- Link fencing and gates	\$8,500.00	\$9,285.00	
Alternate 2: Masonry Pilasters at Ornamental Fencing	\$60,000.00	\$35,000.00	
Alternate 3: Burnished Block at masonry wainscot. Base Bid: Split-Faced CMU	\$4,500.00	\$37,500.00	
Alternate 4: Raised platforms and steps at Press Box Level Offices	\$27,000.00	\$28,614.00	
Alternate 5: Press Box Optional Upgrade	\$54,000.00	\$68,750.00	
Alternate 6: Underground Storm Drainage per Civil. Collect press box roof drains underground and connect to storm system in lieu of draining downspouts on to pavement.	\$7,000.00	\$12,000.00	
Alternate 7: Interior Finishes Upgrades at Press Box Level	-\$1,000.00	\$5,000.00	
Alternate 8: Structural Scope of Work for Support of New Stadium Sound System Speaker Assembly	\$20,000.00	\$120,000.00	
Base Proposal + Alternates	\$4,157,000.00	\$4,166,149.00	

EVALUATION SUMMARY SHEET
Traylor Stadium Press Box Replacement



Lamar Consolidated Independent School District
 LCISD CSP: 01-2020PBK
 PBK Project No: 1948-01SP

Wednesday, November 6, 2019 @ 2:00P.M.

Evaluation Totals Applied from Reference Sheet

Contractor	Evaluation Criteria									
	Selected Base Proposal + Selected Alternates	Purchase Price Selected Base Proposal + Selected Alternates (20 Pts)	Reputation of the vendor and of the vendor's goods or services (15 Pts)	Quality of the vendor's good or services (10 Pts)	Extent to which the goods or services meet the district's needs (15 Pts)	Vendor's past relationship with the district (5 Pts)	Proposed Team offers experience and knowledge base to the project (15 Pts)	Ability to service our accounts with proper staff and insurance requirements (10 Pts)	Safety Record (10 Pts)	Total Score Base + Alternates
Bass Construction	\$4,157,000.00	20.0	8.7	8.7	14.3	5.0	13.7	9.0	10.0	89.4
Nash Industries, Inc.	\$4,166,149.00	19.9	13.7	6.3	10.7	3.0	11.3	9.0	10.0	83.9

CS

**CONSIDER APPROVAL OF MATERIAL TESTING SERVICES
FOR THE TRAYLOR STADIUM PRESS BOX PROJECT**

RECOMMENDATION:

That the Board of Trustees approve Terracon, Inc. for material testing services for the Traylor Stadium press box project in the amount of \$27,700 and authorize the Board President to execute the material testing service fee agreement.

IMPACT/RATIONALE:

Material testing is a professional service that the District must contract directly. Due to the current and past good performance of Terracon, Inc for Lamar CISD material testing service needs, they have been recommended to perform the above-mentioned services. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Material testing services will generate reports and verify that materials are installed correctly as per the project specifications. These reports are crucial in verifying the quality of the construction of the Traylor Stadium press box.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent



November 6, 2019

Lamar Consolidated Independent School District
Attn: Mr. Kevin McKeever
3911 Avenue I
Rosenberg, Texas 77471

Subject: Proposal for Construction Materials Testing Services
LCISD Traylor Stadium Press Box Improvements
4606 Mustang Avenue
Rosenberg, Texas 77471
Terracon Proposal No. P92191621

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide construction materials engineering and testing services for the above referenced project. In this proposal we present our understanding of the scope of the project, our proposed services, and our budget estimate.

Terracon provided geotechnical services for this project. Our presence on this project and commitment to responsive quality services will make Terracon a valuable asset to the project.

A) PROJECT INFORMATION

The site is located at 4606 Mustang Avenue in Rosenberg, Texas. The project involves the construction of a multi-story building with a footprint area of about 2,500 square feet and adjacent surface pavements. The building foundation will consist of drilled-and-underreamed footings. The slabs at grade will be supported by structurally suspended and supported slab system. The superstructure will consist of structural steel and CMU. We understand that there will be some utilities and sitework associated with the project.

Terracon was provided with the following construction documents for preparation of this proposal:

- Construction drawings issued dated October 15, 2019 prepared by PBK Sports;
- Geotechnical Engineering Report dated August 2, 2019 prepared by Terracon.

If selected for this project, Terracon requests that we be placed on the distribution of all plan revisions.

B) SCOPE OF SERVICES

Terracon prepared the following scope of services based on our review and understanding of the documents listed above:

Proposal for Construction Materials Testing Services

LCISD Traylor Stadium Press Box Improvements ■ Rosenberg, Texas

November 6, 2019 ■ Terracon Proposal No. P92191621



Earthwork:

1. Sample building pad subgrade, building pad select fill, trench backfill, and treated pavement subgrade. Prepare and test the samples for Atterberg Limits (ASTM D4318), moisture-density relationship (ASTM D698, ASTM D558 and ASTM D1557), and if required by the project specifications, percent fines (ASTM D1140).
2. It is Terracon's experience that "blended" select fill soils are commonly used in the greater Houston area. Therefore, Terracon recommends that one sample of soil be obtained for every 250 cubic yards of select fill during construction of the building pad, a minimum of one sample per lift, to verify that the soil meets the requirements for Atterberg Limits (ASTM D4318) and if required by the project specifications, percent fines (ASTM D1140). **Samples typically require 2 to 3 working days for processing and testing in accordance with ASTM Standards. However, preliminary test results may be available as early as the following working day. It will be at the discretion of the contractor to suspend any additional placement of fill before Atterberg Limits test results are known. It should be noted that achieving compaction of placed soils prior to verification that placed soils meet select fill criteria does not constitute acceptance of the fill material.**
3. Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory (ASTM D1633).
4. Evaluate the subgrade soil for proposed chemically treated pavement subgrade.
5. Observe the chemical treatment process for the pavement subgrade.
6. Perform field gradation tests of treated subgrade.
7. Measure the depth of treated subgrade using phenolphthalein.
8. Observe proofrolling operations of the building pad and pavement subgrades; and perform density tests of the building subgrade, building pad select fill, trench backfill, when proper trench safety is provided by the contractor, and treated pavement subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

Foundations:

1. Observe the installation of the drilled pier foundations. For each pier observed, information regarding shaft depth, auger diameter, and chained belling tool diameter will be documented. The chained belling tool diameter will be measured when extended above ground for each bell size.
2. Obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the bearing stratum in order to document the approximate shear strength of the soil.
3. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617,

Proposal for Construction Materials Testing Services

LCISD Traylor Stadium Press Box Improvements ■ Rosenberg, Texas

November 6, 2019 ■ Terracon Proposal No. P92191621



C39).

Cast-in-Place Concrete:

1. Sample and test the fresh concrete for each mix. Perform tests for slump, air content, and concrete temperature only; and cast test specimens (ASTM C172, C31, C143, C173 or C231, and C1064). Terracon understands that the contractor will be responsible for maintaining the initial curing temperature of the concrete test specimens. Terracon will record the initial curing temperatures only when conditioned curing boxes are provided by the contractor.
2. Concrete will be sampled at a frequency of 1 set of test cylinders every 50 cubic yards for structural concrete, 1 set of test cylinders every 100 cubic yards for slabs, and 1 set of test cylinders every 150 cubic yards for pavement concrete. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
3. Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). Five 4" x 8" concrete cylinders will be prepared for structural concrete having nominal size aggregate of 1¼" or less. Four 6" x 12" concrete cylinders per set will be prepared for concrete having a nominal size aggregate of greater than 1¼". When 6" x 12" cylinders are prepared, two cylinders will be tested at 7 and 28 days. When 4" x 8" cylinders are prepared, two cylinders will be tested at 7 days and three cylinders will be tested at 28 days.
4. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. **Terracon recommends we be scheduled a minimum of 24 hours prior to each concrete placement.**
5. Within 48 hours of concrete placement, travel to project site to collect and transport hardened concrete test cylinders to Terracon's Houston laboratory for processing, curing and testing.

Masonry:

1. Observe and document the condition of storage areas for masonry materials.
2. Observe and document the mixing proportions of mortar and grout used during construction.
3. Observe the reinforcing steel in CMU walls and bond beams.
4. Sample the fresh grout during construction and cast grout prisms (ASTM C1019) for compressive strength tests.

Asphalt Pavement:

1. Sample asphalt materials during placement, prepare, and test the samples for asphalt content, gradation, bulk specific gravity of lab molded specimens, theoretical maximum specific gravity, and Hveem stability and density. Unless specified otherwise, one sample will be obtained for

Proposal for Construction Materials Testing Services

LCISD Traylor Stadium Press Box Improvements ■ Rosenberg, Texas

November 6, 2019 ■ Terracon Proposal No. P92191621



each day asphalt is placed on the project.

2. Perform in-situ nuclear density tests to assist in determining an asphalt rolling pattern, when requested by the contractor.
3. Perform in-situ nuclear density tests to determine the relative percent compaction of the asphalt at the frequency specified.
4. Obtain cores from the pavements and perform thickness measurements and bulk density.

Structural Steel Welded and Bolted Connections:

1. Provide a Certified Welding Inspector (CWI) in the field to visually check accessible field bolted/welded connections in accordance with applicable AISC and AWS specifications.
2. Perform visual inspections of metal decking for placement including overlap, fastener spacing, shear studs for number, pattern, and bond, supports at openings and penetrations, and puddle welds pattern, size and quality.
3. Utilize the Skidmore Wilhelm device to assist in determining the load capacity of delivered fasteners where slip critical connections are specified. Terracon recommends that this service be scheduled prior to erection. After the bolted sections are installed we will verify that the types of fasteners are as specified, and that the appropriate tensioning method is utilized.
4. Utilize an Ultrasonic Flaw detector to determine the quality of complete joint penetration welds such as moment connections or splice connections. If the base material has a thickness of 5/16" or greater, Terracon recommends that those welds be tested by the Ultrasonic Method in accordance with AWS D1.1.

Project Management/ Administration:

A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to submittal. The project manager will be responsible for maintaining the project budget and will oversee the preparation of the final test reports.

Terracon recommends that the general contractor schedule pre-construction meetings prior to each phase of our proposed testing and observations to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.

Scheduling Retests:

It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.

Proposal for Construction Materials Testing Services

LCISD Traylor Stadium Press Box Improvements ■ Rosenberg, Texas

November 6, 2019 ■ Terracon Proposal No. P92191621



C) REPORTING

Results of field tests will be submitted verbally to available personnel at the site. Written reports of field tests and observations will be distributed within five business days. Test reports will be distributed via e-mail. You will need to provide Terracon with a distribution list prior to the beginning of the project. The list will need to include the company name, address, contact person name, phone number, and e-mail address for each person.

Our reported test locations will typically be estimated by pacing distances and approximating angles and elevations from local control data (staking and layout lines) provided by others on site. The accuracy of our locations will be dependent on the accuracy, availability and frequency of the control points provided by the client and/ or contractor.

Field testing services will be provided on an "as requested" basis when scheduled by your representative. A notice of 24 hours (48 hours is required for structural steel services) is required to properly schedule our services. To schedule our services please contact our dispatcher at (713) 690-2258. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day. Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing.

D) COMPENSATION

Based on the project information available for our review, we propose an estimate cost of **\$27,700**. Services provided will be based on the unit rates included in the attached Cost Estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

For services provided on an "as requested" basis, overtime is defined as all hours in excess of eight hours per day, outside of the normal hours of 7:00 a.m. to 6:00 p.m. Monday through Friday, and all hours worked on weekends and holidays. Overtime rates will be 1.5 times the hourly rate quoted. A four hour minimum charge is applicable to all trips made to provide our testing, observation and consulting services. The minimum charge is not applicable for trips to the project site for sample pickup only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office. You will be invoiced on a monthly basis for services actually performed and/or as authorized by you or your designated representative. Terracon's total invoice fee is due within thirty days following final receipt of invoice.

E) SITE ACCESS AND SAFETY

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's

contractors, subcontractors, or other parties present at the site.

F) TESTING AND OBSERVATION

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client’s contractor’s work or their adherence to the project documents, and Terracon’s performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

G) AUTHORIZATION

This proposal may be accepted by executing the attached Agreement For Services and returning an executed copy along with this proposal to Terracon. This proposal for services and accompanying limitations shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date. **Terracon cannot begin field and laboratory services without a signed Agreement for Services.**

We appreciate the opportunity to provide this proposal and look forward to working with you and your team on this project.

Sincerely,
Terracon Consultants, Inc.
(TBPE Firm Registration No. F-3272)



Jeremy P. Kettner
Project Manager
Materials Services



Mark D. Wells, P.E.
Senior Materials Engineer

Attachments:

- (1) Cost Estimate
- (2) Agreement for Services

BUDGET ESTIMATE
LCISD TRAYLOR STADIUM PRESS BOX IMPROVEMENTS
TERRACON PROPOSAL NO. P92191621

Service	Quantity	Unit	Unit Rate	Estimate
BUILDING STRUCTURE				
Earthwork Observation and Testing. (Building Subgrade and Fill Compaction/Testing)				
Engineering Technician	36	hour	\$47.00	\$1,692.00
Engineering Technician OT	12	hour	\$70.50	\$846.00
Vehicle Charge	6	trip	\$50.00	\$300.00
Nuclear Gauge Charge	6	trip	\$60.00	\$360.00
Moisture Density Relationship (ASTM D698, D558)	2	each	\$150.00	\$300.00
Atterberg Limits (ASTM D4318)	2	each	\$50.00	\$100.00
			Sub-total	\$3,598.00
Foundation Observation and Testing (Piers, Grade Beams and Slab)				
Engineering Technician	48	hour	\$47.00	\$2,256.00
Engineering Technician, OT	24	hour	\$70.50	\$1,692.00
Vehicle Charge	12	trip	\$50.00	\$600.00
Concrete Test Cylinders (ASTM C39) 4 cyl/set	48	each	\$16.00	\$768.00
Sample Pick-up	12	trip	\$120.00	\$1,440.00
			Sub-total	\$6,756.00
Masonry Observation and Testing				
Engineering Technician	15	hour	\$47.00	\$705.00
Mortar Cubes (ASTM C109) 6/set	3	set	\$120.00	\$360.00
Grout Prisms (ASTM C1019) 6/set	3	set	\$120.00	\$360.00
Vehicle Charge	3	trip	\$50.00	\$150.00
Sample Pick-up	3	trip	\$120.00	\$360.00
			Sub-total	\$1,935.00
Structural Steel Inspection				
Engineering Technician	16	hour	\$100.00	\$1,600.00
Vehicle Charge	4	trip	\$50.00	\$200.00
Ultrasonic Equipment	1	day	\$125.00	\$125.00
			Sub-total	\$1,925.00

**BUDGET ESTIMATE
LCISD TRAYLOR STADIUM PRESS BOX IMPROVEMENTS
TERRACON PROPOSAL NO. P92191621**

Service	Quantity	Unit	Unit Rate	Estimate
SITWORK OBSERVATION AND TESTING				
Earthwork Observation and Testing (Utility Backfill and Paving Subgrade)				
Engineering Technician	48	hour	\$47.00	\$2,256.00
Engineering Technician, OT	16	hour	\$70.50	\$1,128.00
Vehicle Charge	8	day	\$50.00	\$400.00
Nuclear Gauge Charge	8	day	\$60.00	\$480.00
Compressive Strength of Cement Stabilized Sand	4	each	\$60.00	\$240.00
Moisture Density Relationship (ASTM D698, D558)	4	each	\$150.00	\$600.00
Atterberg Limits (ASTM D4318)	4	each	\$50.00	\$200.00
			Sub-total	\$5,304.00
Cast-in-Place Concrete Observation and Testing (Driveway, Parking Lot Paving, and Misc.)				
Engineering Technician	24	hour	\$47.00	\$1,128.00
Engineering Technician, OT	8	hour	\$70.50	\$564.00
Vehicle Charge	4	day	\$50.00	\$200.00
Concrete Test Cylinders (ASTM C39)	16	each	\$16.00	\$256.00
Sample Pick-up	4	trip	\$120.00	\$480.00
			Sub-total	\$2,628.00
Asphalt Observation and Testing				
Engineering Technician	8	hour	\$47.00	\$376.00
Engineering Technician OT	4	hour	\$70.50	\$282.00
Vehicle Charge	2	trip	\$50.00	\$100.00
Nuclear Gauge Charge	2	trip	\$60.00	\$120.00
Extraction/Gradation (TEX 210F)	2	each	\$170.00	\$340.00
Stability (TEX 208F)	2	each	\$92.00	\$184.00
Bulk Density (TEX 206F)	2	each	\$52.00	\$104.00
Molding Specimens (TEX 208F)	2	each	\$61.00	\$122.00
Maximum Theoretical density (TEX 227F)	2	each	\$88.00	\$176.00
			Sub-total	\$1,804.00
PROJECT MANAGEMENT AND ADMINISTRATION				
Project Manager, per hour	30	hour	\$125.00	\$3,750.00
			Sub-total	\$3,750.00
Estimated Project Total				\$27,700

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Traylor Stadium Press Box Improvements project ("Project"), as described in Consultant's Proposal dated 11/06/2019 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Texas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
By: Mark D Wells Date: **11/6/2019**
Name/Title: **Mark D Wells / Senior Project Materials Engineer**
Address: **11555 Clay Rd, Ste 100 Houston, TX 77043-1239**
Phone: **(713) 690-8989** Fax: **(713) 690-8787**
Email: **Mark.Wells@terracon.com**

Client: **Lamar Consolidated Independent School District**
By: _____ Date: _____
Name/Title: _____
Address: **3911 Avenue I Rosenberg, Texas 77471**
Phone: _____ Fax: _____
Email: _____

**CONSIDER APPROVAL OF CENTERPOINT ENERGY ELECTRIC EASEMENT FOR
THE RANDLE HIGH SCHOOL AND WRIGHT JUNIOR HIGH SCHOOL SITE**

RECOMMENDATION:

That the Board of Trustees approve the CenterPoint Energy blanket electric easement at the Randle High School and Wright Junior High School site and authorize the Board President to execute the easement documents.

IMPACT/RATIONALE:

The CenterPoint Energy blanket electric easement is for the underground electrical service as installed at Randle High School and Wright Junior High School site. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

The execution of the above mentioned blanket easement will cover the underground electrical service route until the final easement can be recorded.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Thomas Randle
Superintendent

The Easement Area herein granted is a blanket easement and shall apply only insofar as the boundaries of Grantor's Property will permit. Grantee further reserves the right to extend services and drops within Grantor's Property and to adjacent land owners from said Facilities.

Grantor or its successors or assigns shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG" when working in or near the Easement Area.

To the extent that such laws and codes apply to Grantor, its successors and assigns, Grantor, its successors and assigns shall observe all safety codes and laws which apply to working along, within and or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including the Occupational Safety and Health Administration ("O.S.H.A."), Chapter 752 of the Texas Health and Safety Code, the National Electric Code, and the National Electrical Safety Code.

Grantor herein reserves the right to grant easements in favor of third parties across the herein described Easement Area in a near perpendicular fashion to Grantee's Facilities, the approximate locations of which are shown on Exhibit "A", attached hereto and made a part hereof, provided (i) no other utilities are permitted to cross within a vertical distance of twenty-four (24) inches of Grantee's below ground Facilities, (ii) no other facilities or structures shall be permitted longitudinally within a distance of five (5) feet of the centerline of any of Grantee's below ground and above ground Facilities, (iii) no other utilities or structures shall be permitted longitudinally within a distance of fifteen (15) feet of the centerline of any of Grantee's overhead Facilities, beginning at a plane

sixteen (16) feet above the ground and extending upward, hereinafter collectively referred to as "Grantee's Exclusive Easement Area", and, (iv) doing so does not, in the sole opinion of Grantee, endanger or interfere with the efficient, safe and proper operation and maintenance of Grantee's Facilities.

Grantor herein covenants and agrees that, in the event that any third-party facilities or obstructions are located within Grantee's Exclusive Easement Area, Grantor will take immediate action to remove and/or relocate said facilities and/or obstructions to a location outside of Grantee's Exclusive Easement Area at Grantor's sole cost and expense.

If Grantor, its successors or assigns should, at any future date, request that the Easement herein granted be further defined, Grantee agrees, at Grantor's expense, to prepare a new, defined easement described by a sealed survey sketch. Defined easements shall be unobstructed and may be further described by, but not limited to, the following descriptions:

- 1.) A ten (10) foot wide easement (for above and below ground facilities);
- 2.) A ten (10) foot wide easement together with ten (10) foot aerial easement adjoining both sides of said ten (10) foot wide easement (for above ground and overhead facilities that are not located adjacent to property lines);
- 3.) A ten (10) foot wide easement together with an adjoining eleven (11) foot, six (6) inch wide aerial easement (for above ground and overhead perimeter facilities);
- 4.) A fourteen (14) foot wide easement together with an adjoining seven (7) foot, six (6) inch wide aerial easement (for above ground and overhead perimeter facilities);
- 5.) An easement sixteen (16) feet wide and twenty-four (24) feet long (for Grantee's pad-mounted transformer station purposes).

Grantee further agrees to release this Easement upon execution and delivery of the new defined easement by Grantor.

In the event that Grantor, its successors and assigns, desires that Grantee's

Facilities be relocated, then Grantee agrees to relocate said Facilities provided that Grantor furnishes a suitable and feasible site or location for such relocation and, provided that Grantor, its successors and assigns, shall, if requested by Grantee, furnish to Grantee a suitable and acceptable easement covering the new location. Any and all costs associated with relocating said Facilities will be at Grantor's sole expense.

Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities, together with the additional right to remove from said Easement Area, all bushes, trees and parts thereof, or other structures which, in the opinion of Grantee, endanger or may interfere with the efficient, safe and proper operation, and maintenance of said Facilities.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement Area and rights unto said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title or actions taken by others which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

The terms, conditions and provisions contained herein constitute the complete and final agreement between Grantor and Grantee, (collectively the "Parties") with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the Parties and, by Grantor's signature affixed hereto and Grantee's use of the Easement, the Parties evidence their agreement thereof. No oral or written

agreements made or discussed prior to, or subsequent to, the execution of this Easement shall supersede those contained herein. Any and all revisions, amendments and/or exceptions to the terms, conditions and provisions contained in this Easement shall be in written, recordable form and executed by both parties, or their respective successors or assigns in order to be deemed valid.

EXECUTED this _____ day of _____, 20__.

Lamar Consolidated Independent School District

BY: _____
Signature

Name typed or printed

Title

STATE OF TEXAS }

COUNTY OF _____ }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ of Lamar Consolidated Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ()he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this _____ day of _____, 20__.

Notary's Signature

Name typed or printed

Commission Expires

ATTACHMENT
AFFIDAVIT

STATE OF TEXAS }

COUNTY OF FORT BEND }

BEFORE me the undersigned authority on this day personally appeared

_____ the _____

of Lamar Consolidated Independent School District, hereinafter referred to as Affiant, who being duly sworn, deposes and says that Affiant is the current owner of the tract of land described in an easement instrument executed by the same on even date herewith, said tract of land is further described as follows:

That certain 130.000-acre tract of land situated in the B.B.B. and C. Railroad Company Survey, Abstracts 401 and 128, Fort Bend County, Texas, being the same property described in a deed from The George Foundation to Lamar Consolidated Independent School District, dated September 27, 2018 and filed for record under County Clerk's File No. 2018111534 in the Official Public Records of said County and State, (the "Easement Area").

Affiant further says that the said premises have been held by Affiant, that possession thereof has been peaceable and undisturbed, and that the title thereto has never been disputed or questioned to Affiant's knowledge, nor does Affiant know of any facts by reason of which said possession or title might be disturbed or questioned, or by reason of which any claim to said premises, or any part thereof, might arise or be set up adverse to this Affiant.

EXECUTED this _____ day of _____, 20__.

Lamar Consolidated Independent School District

BY: _____
Signature

Title

Name typed or printed

SUBSCRIBED and SWORN before me this ___ day of _____, 20__.

Notary's Signature

Name typed or printed

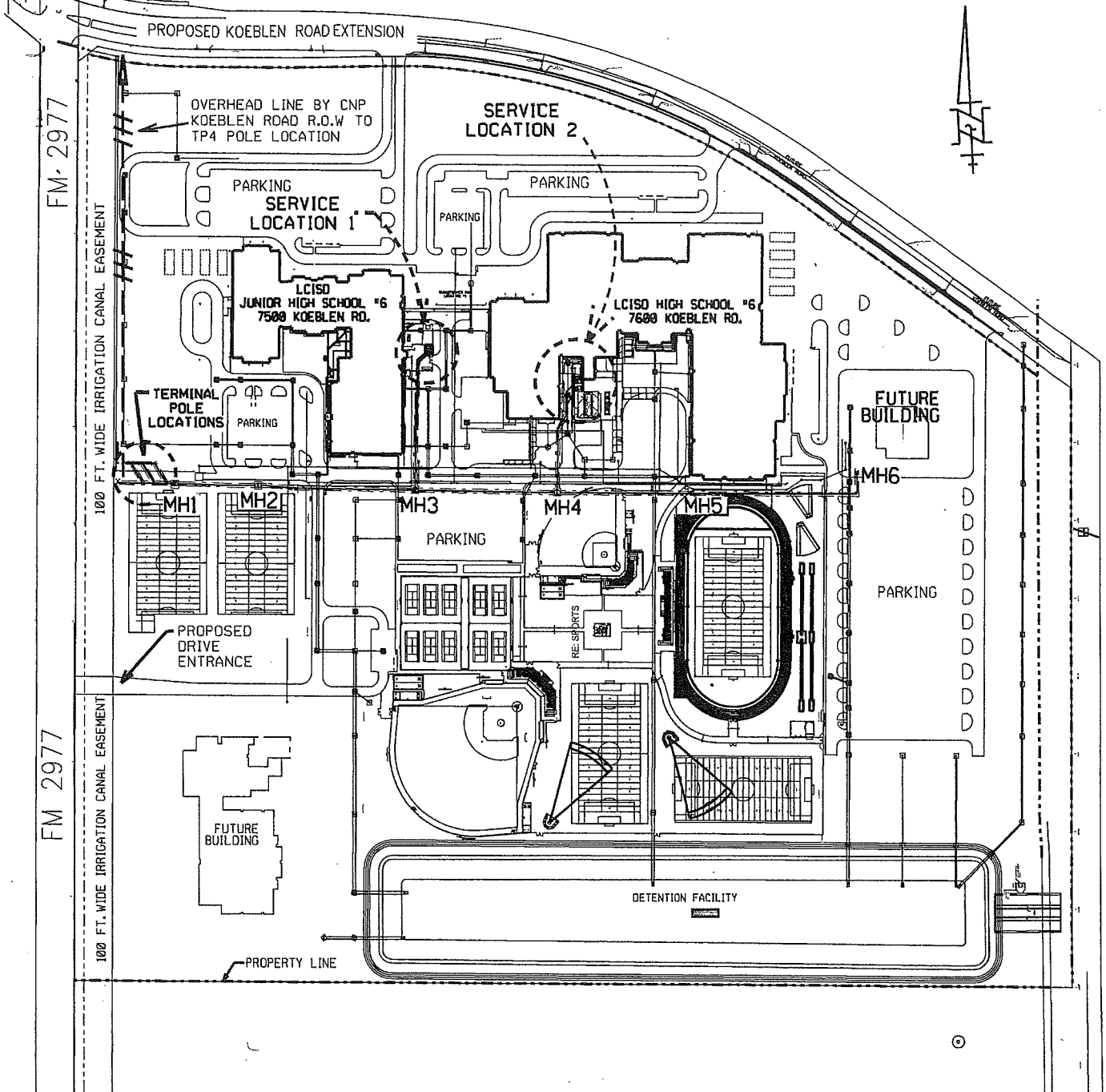
Commission Expires

**AFTER RECORDING RETURN TO:
SURVEYING & RIGHT OF WAY
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
P. O. BOX 1700
HOUSTON, TX 77251-1700**

GENERAL LOCATION SKETCH

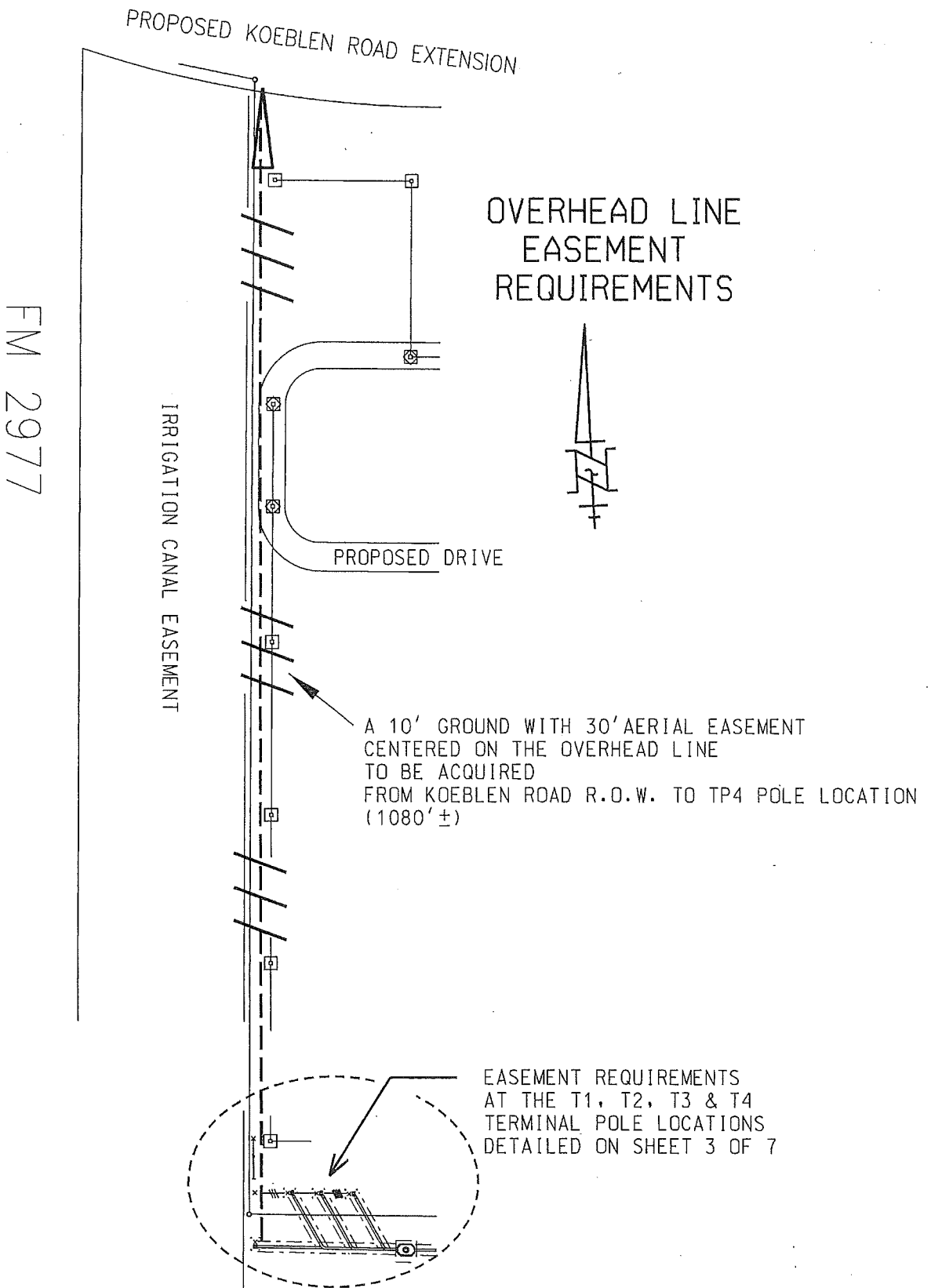
LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4446	D4	645L	EXHIBIT 'A'	N.T.S.		91499986

EASEMENTS FOR THE ELECTRICAL SERVICE FACILITIES FOR LCISD JUNIOR HIGH SCHOOL #6 AND HIGH SCHOOL #6 ARE DETAILED ON SHEETS 2 TO 7 OF 7



GENERAL LOCATION SKETCH

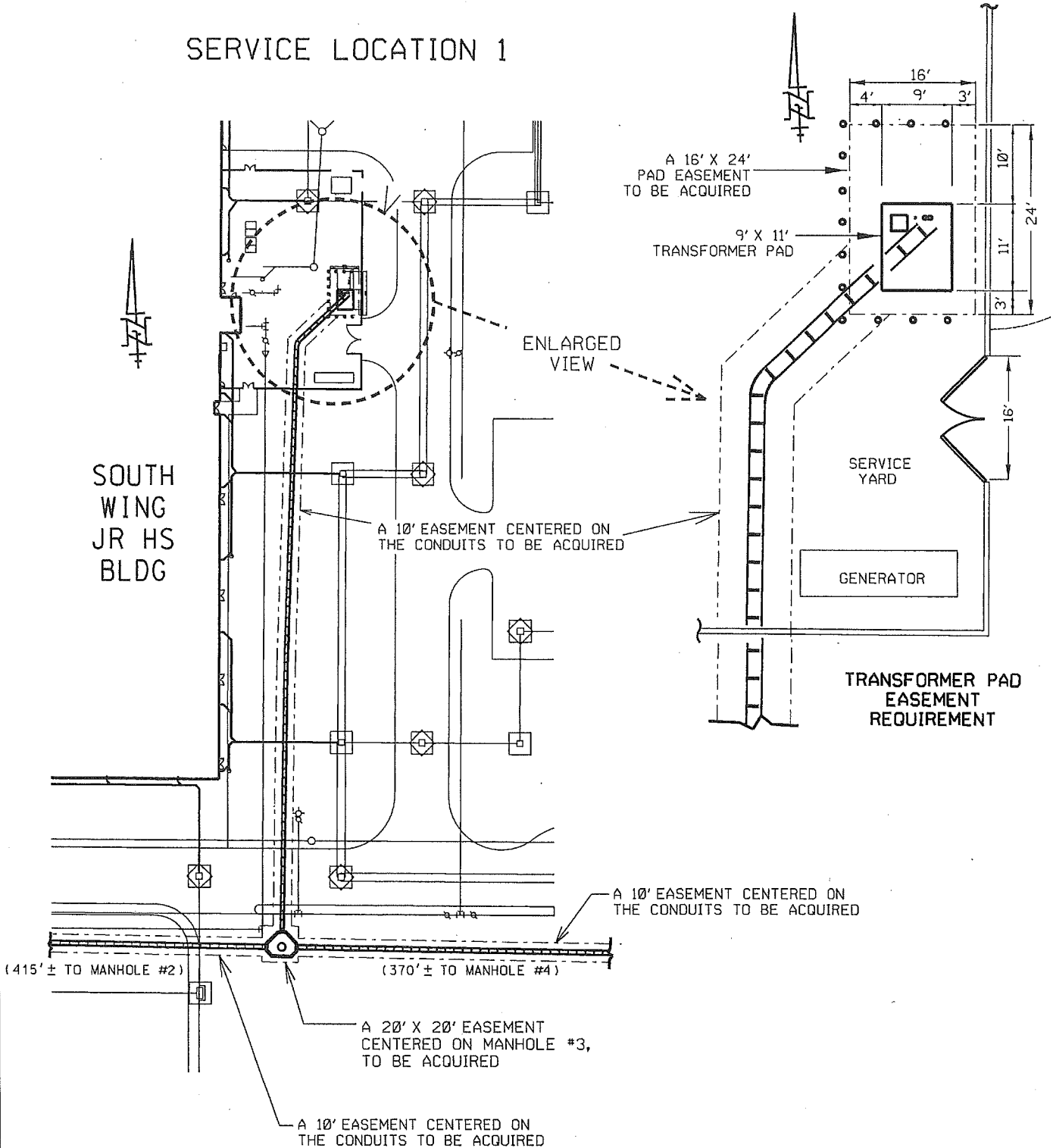
LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4446	D4	645L	EXHIBIT "A"	N.T.S.		91499986



GENERAL LOCATION SKETCH

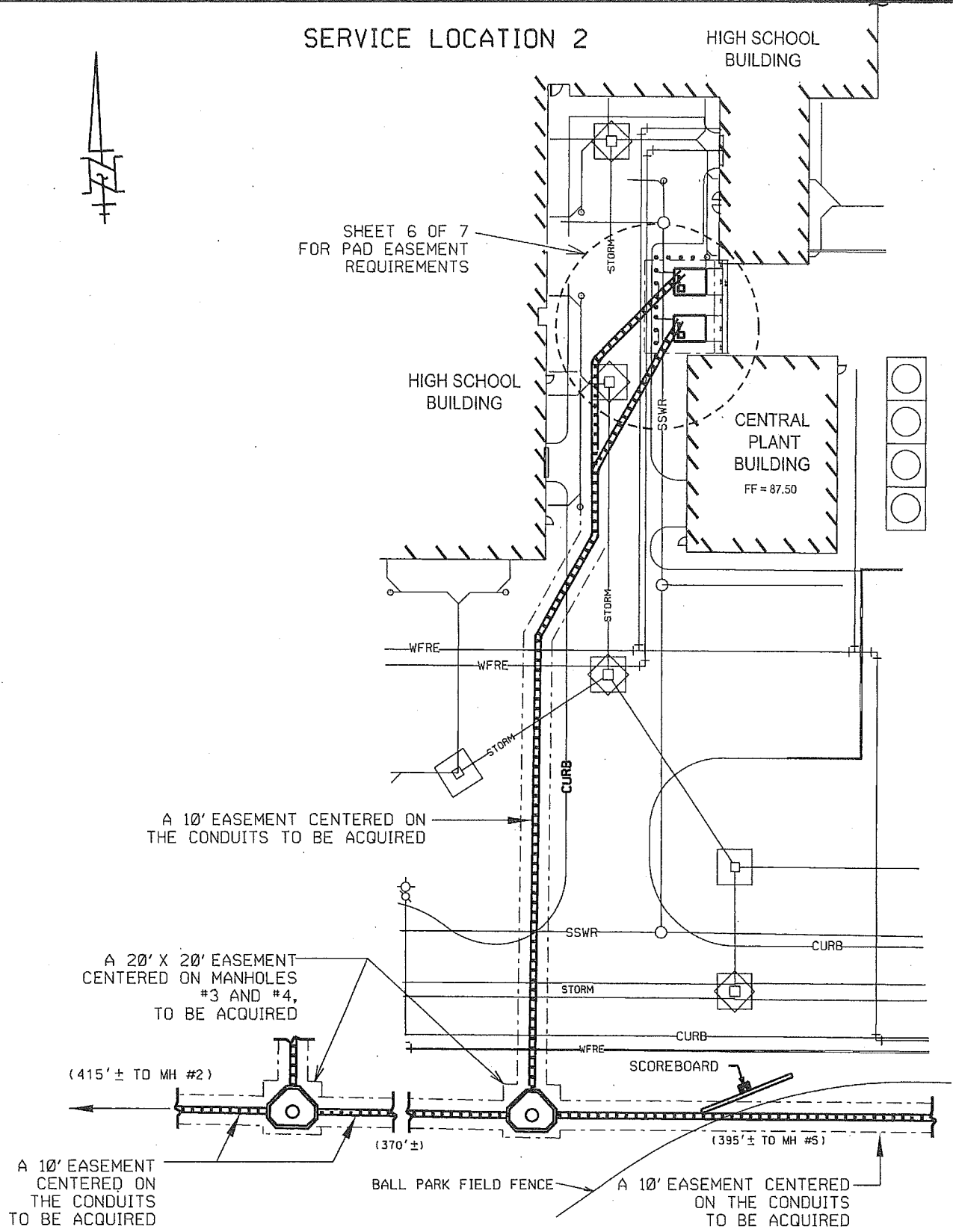
LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4446	D4	645L	EXHIBIT 'A'	N.T.S.		91499986

SERVICE LOCATION 1



GENERAL LOCATION SKETCH

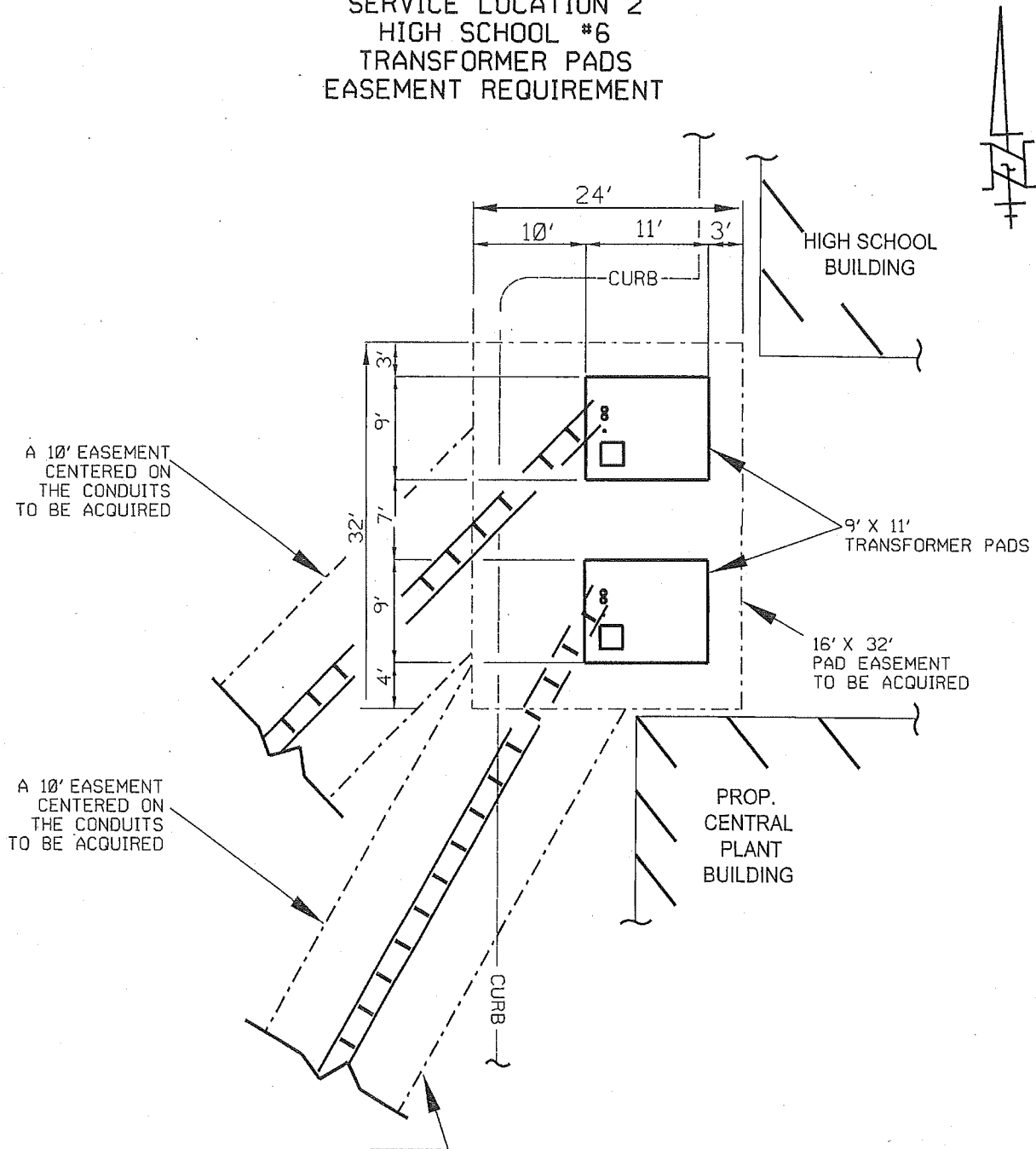
LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4446	D4	645L	EXHIBIT "A"	N.T.S.		91499986



GENERAL LOCATION SKETCH

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4446	D4	645L	EXHIBIT "A"	N.T.S.		91499986

**SERVICE LOCATION 2
HIGH SCHOOL #6
TRANSFORMER PADS
EASEMENT REQUIREMENT**





GENERAL LOCATION SKETCH

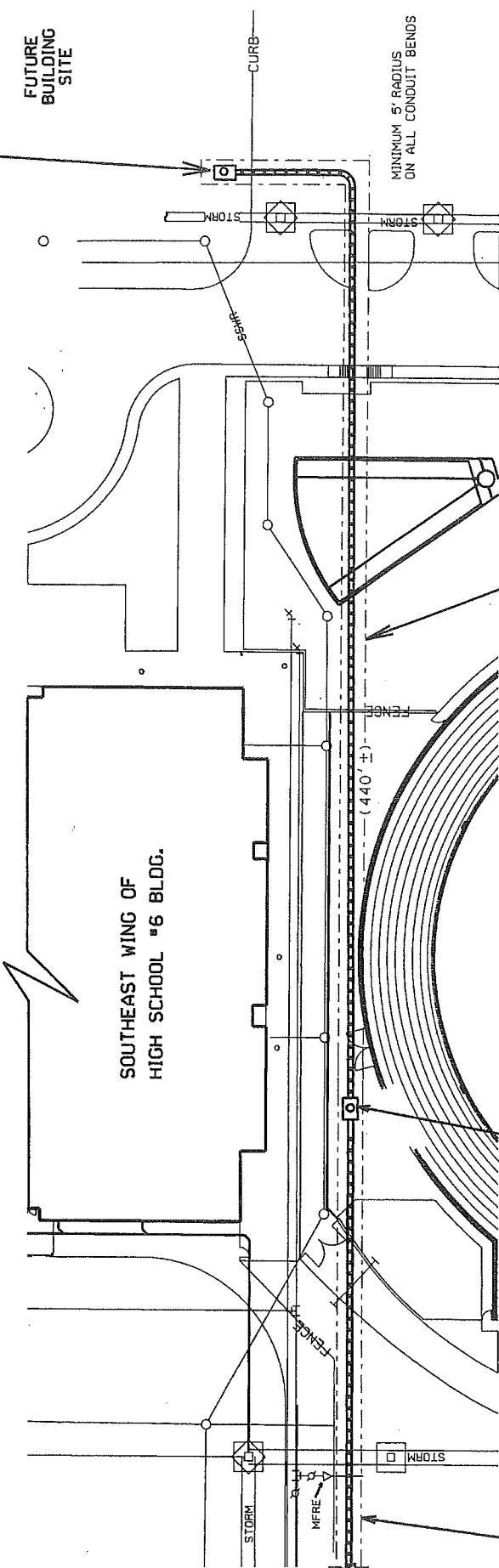
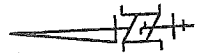
LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4446	D4	645L	EXHIBIT 'A'	N.T.S.		9149986

EASEMENT REQUIREMENT FOR PROPOSED
CONDUIT & MANHOLE INFRASTRUCTURE
TO FACILITATE EXTENSION
OF ELECTRICAL SERVICE FACILITIES
TO FUTURE BUILDING SITE

SOUTHEAST WING OF
HIGH SCHOOL #6 BLDG.

FUTURE
BUILDING
SITE

PROPOSED MANHOLE #6 LOCATION
(5X8 MANHOLE)



A 10' WIDE EASEMENT CENTERED
ON THE CONDUITS TO BE ACQUIRED

A 10' WIDE EASEMENT
CENTERED ALONG THE
LONG AXIS OF THE
MANHOLE #5, TO BE ACQUIRED

A 10' WIDE EASEMENT CENTERED
ON THE CONDUITS TO BE ACQUIRED
(395' ± TO MANHOLE #6)

MANHOLE #5 IS A 5X8 MANHOLE.

**CONSIDER APPROVAL OF DEDUCTIVE CHANGE ORDER #1
AND FINAL PAYMENT FOR ROBERTS MIDDLE SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the deductive change order #1 in the amount of \$215,222.52 and final payment of \$349,918.77 to Drymalla Construction for the construction of Roberts Middle School and authorize the Board President to sign the change order.

IMPACT/RATIONALE:

Drymalla Construction was the contractor for the construction of Roberts Middle School. Substantial completion was achieved on June 28, 2019. Funding is from the 2014 Bond.

PROGRAM DESCRIPTION:

Upon approval, the Board President will sign the change order and Drymalla Construction will be paid 100 percent for the construction of Roberts Middle School.

Submitted By: Chris Juntti, Interim Deputy Superintendent for Support Services
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent



AIA[®] Document G701[™] – 2017

Change Order

PROJECT: <i>(Name and address)</i> James. W. Roberts Middle School 9230 Charger Way Fulshear, Texas 77441	CONTRACT INFORMATION: Contract For: General Construction Date: April 19, 2019	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: November 8, 2019
OWNER: <i>(Name and address)</i> Lamar Consolidated Independent School District 3911 Avenue I Rosenberg, Texas 77471	ARCHITECT: <i>(Name and address)</i> PBK Architects, Inc. 11 Greenway Plaza, 22nd Floor Houston, Texas 77046	CONTRACTOR: <i>(Name and address)</i> Drymalla Construction Company, Inc. 608 Harbert Street Columbus, Texas 78934

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Unused Owner's Contingency Allowance in the amount of \$215,222.52 to be credited back to the Owner.....(\$215,222.52).

The original Contract Sum was	\$ 19,480,510.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 19,480,510.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 215,222.52
The new Contract Sum including this Change Order will be	\$ 19,265,287.48

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be June 28, 2019.

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

PBK Architects, Inc.	Drymalla Construction Company, Inc.	Lamar Consolidated Independent School District
_____ ARCHITECT <i>(Firm name)</i>	_____ CONTRACTOR <i>(Firm name)</i>	_____ OWNER <i>(Firm name)</i>
_____ SIGNATURE	_____ SIGNATURE	_____ SIGNATURE
Rick Blan, AIA, LEED AP, Partner _____ PRINTED NAME AND TITLE	_____ PRINTED NAME AND TITLE	_____ PRINTED NAME AND TITLE
_____ DATE	_____ DATE	_____ DATE

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF

PAGES

TO OWNER:
Lamar Consolidated ISD
 3911 Avenue I
 Rosenberg, TX 77471

PROJECT:
James Roberts MS
 9230 Charger Way
 Fulshear, TX 77441

FROM CONTRACTOR:
Drymalla Construction Company, Inc.
 PO Box 698
 Columbus, TX 78934

VIA ARCHITECT:
PBK Architects
 11 Greenway Plaza
 22nd Floor
 Houston, TX 77046

CONTRACT FOR: **James Roberts MS**

APPLICATION NO: 17 Final Revised

PERIOD TO: 10/31/19

PROJECT NOS: 4276

CONTRACT DATE: 04/19/18

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

- ORIGINAL CONTRACT SUM \$ 19,480,510.00
- Net change by Change Orders \$ (215,222.52)
- CONTRACT SUM TO DATE (Line 1 + 2) \$ 19,265,287.48
- TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 19,265,287.48
- RETAINAGE:
 - % of Completed Work \$ _____
(Column D + E on G703)
 - % of Stored Material \$ _____
(Column F on G703)
- TOTAL EARNED LESS RETAINAGE \$ 0.00
(Line 4 Less Line 5 Total)
- LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 18,915,368.71
- CURRENT PAYMENT DUE \$ 349,918.77
- BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$215,222.52
Total approved this Month		
TOTALS	\$0.00	\$215,222.52
NET CHANGES by Change Order	(\$215,222.52)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Drymalla Construction Company, Inc.

By: D. Lejorby Date: 11/07/19

State of: Texas

County of: Colorado

Subscribed and sworn to before me this 7th day of November 2019

Notary Public:

My Commission Expires: 3/19/2023

DIANE WELCH
 Notary Public, State of Texas
 My Commission Exp. 3/19/2023



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 349,918.77

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: PBK Architects

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5282

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

**CONSIDER APPROVAL OF DEDUCTIVE CHANGE ORDER #1
AND FINAL PAYMENT FOR CULVER ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the deductive change order #1 in the amount of \$9,589 and final payment of \$509,666.60 to Drymalla Construction for the construction of Culver Elementary School and authorize the Board President to sign the change order.

IMPACT/RATIONALE:

Drymalla Construction was the contractor for the construction of Culver Elementary School. Substantial completion was achieved on June 30, 2019. Funding is from the 2014 Bond.

PROGRAM DESCRIPTION:

Upon approval, the Board President will sign the change order and Drymalla Construction will be paid 100 percent for the construction of Culver Elementary School.

Submitted By: Chris Juntti, Interim Deputy Superintendent for Support Services
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent



AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
 Thomas R. Culver Elementary School

 3131 Learning Tree Lane
 Richmond, TX 77469

CONTRACT INFORMATION:
 Contract For: Thomas R. Culver
 Elementary School
 Date: March 22, 2018
 Project #: 1624.00

CHANGE ORDER INFORMATION:
 Change Order Number: 01

 Date: November 21, 2019

OWNER: *(Name and address)*
 Lamar Consolidated Independent School
 District
 3911 Avenue I
 Rosenberg, TX 77471

ARCHITECT: *(Name and address)*
 VLK Architects, Inc.

 20445 State Highway 249, Suite 350
 Houston, TX 77077

CONTRACTOR: *(Name and address)*
 Drymalla Construction Company, Inc.

 608 Harbert St
 Columbus, TX 78934

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Remaining contingency balance to be credited to the Owner

The original Contract Sum was	\$ 19,502,400.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 19,502,400.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 9,589.00
The new Contract Sum including this Change Order will be	\$ 19,492,811.00

The Contract Time will be increased by Zero (0) days.
 The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

VLK Architects, Inc.

Drymalla Construction Company, Inc.

Lamar Consolidated Independent School
 District

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*

Mike Sadler
 SIGNATURE

Matt Morris
 SIGNATURE

 SIGNATURE

Mike Sadler
 PRINTED NAME AND TITLE

Matt Morris, Project Manager
 PRINTED NAME AND TITLE

 PRINTED NAME AND TITLE

11/05/2019
 DATE

11/8/19
 DATE

 DATE

TO OWNER: **Lamar Consolidated ISD**
 3911 Avenue I
 Rosenberg, TX 77471

PROJECT: **Thomas Culver Elementary**
 3131 Learning Tree Lane
 Richmond, TX 77469

FROM CONTRACTOR: **Drymalla Construction Company, Inc.**
 PO Box 698
 Columbus, TX 78934

VIA ARCHITECT: **VLK Architects**
 20445 TX 249
 Suite 350
 Houston, TX 77070

CONTRACT FOR: **Thomas Culver Elementary**

APPLICATION NO: 18 Final

PERIOD TO: 10/31/19

PROJECT NOS: 4270

CONTRACT DATE: 03/22/18

Distribution to:

OWNER

ARCHITECT

CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
 Continuation Sheet, AIA Document G703, is attached.

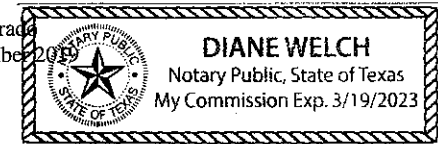
1. ORIGINAL CONTRACT SUM	\$	19,502,400.00
2. Net change by Change Orders	\$	(9,589.00)
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	19,492,811.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	19,492,811.00
5. RETAINAGE:		
a. 2.6 % of Completed Work (Column D + E on G703)	\$	
b. % of Stored Material (Column F on G703)	\$	
87 Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	19,492,811.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	18,983,144.40
8. CURRENT PAYMENT DUE	\$	509,666.60
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Drymalla Construction Company, Inc.

By:  Date: 11/6/19

State of: Texas County of: Colorado
 Subscribed and sworn to before me this 6th day of November 2019
 Notary Public: *Diane Welch*
 My Commission expires: *March 19, 2023*



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 509,666.60

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: VLK Architects

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		\$9,589.00
TOTALS	\$0.00	\$9,589.00
NET CHANGES by Change Order	(\$9,589.00)	

**CONSIDER APPROVAL OF CENTERPOINT ENERGY ELECTRIC EASEMENT
FOR NATATORIUM AT FOSTER HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the CenterPoint Energy electric easement for the Natatorium at Foster High School and authorize the Board President to execute the easement documents.

IMPACT/RATIONALE:

The electric easement to CenterPoint Energy is for specific overhead and underground service as installed at Foster High School.

PROGRAM DESCRIPTION:

A blanket easement for electric service for the Natatorium at Foster High School was approved at the February 15, 2018 Regular Board Meeting. Upon approval and execution of this easement, CenterPoint Energy will record this final easement and will then prepare a release of the blanket easement and also submit the release for recording.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent

ELECTRIC EASEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS }
 KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FT. BEND }

THAT, Lamar Consolidated Independent School District, its successors and assigns, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) CASH to Grantor paid by CenterPoint Energy Houston Electric, LLC, its successors and assigns, hereinafter referred to as "Grantee", whose principal address is P. O. Box 1700, Houston, Texas 77251-1700, has **GRANTED, SOLD AND CONVEYED** and by these presents, does **GRANT, SELL AND CONVEY** unto said Grantee, all or in part, an exclusive, perpetual easement, hereinafter referred to as the "Easement", for electric distribution and related communications facilities consisting of a variable number of wires and cables and all necessary and desirable equipment and appurtenances, including, but not limited to, towers or poles made of wood, metal or other materials, props and guys, hereinafter referred to as "Facilities", located within a portion of the following described lands owned by Grantor, ("Grantor's Property"), to wit:

Reserve "B" in Block 1 of Foster/Briscoe School Subdivision, situated in the William Andrews League, Abstract 3, Fort Bend County, Texas, according to the map thereof recorded in Slide 2160A of the Map Records of said County and State.

The unobstructed easement area(s) herein granted, hereinafter referred to as the "Easement Area", whether one or more, are described as follows:

1. An easement ten (10) feet wide, the location of the centerline of which is shown by the double dot-dash symbol on Sketch No. 18-0769A and 18-

0769B, attached hereto and made parts hereof, together with unobstructed aerial easements ten (10) feet wide, beginning at a plane sixteen (16) feet above the ground and extending upward, located on both sides of and adjoining said ten (10) foot wide easement.

2. An easement ten (10) feet wide, the location of the centerline of which is shown by the dot-dash symbol on said attached Sketch No. 18-0769B.

3. An easement fifteen (15) feet wide and twenty-one (21) feet long for Grantee's pad-mounted transformer station, the location of which is shown by the crosshatched area on said attached Sketch No. 18-0769B.

Sketch No. 18-0769, attached hereto and made a part hereof, is for locative purposes.

Grantor shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG", when working in or near the Easement Area.

To the extent that such laws and codes apply to Grantor, Grantor, shall observe all safety codes and laws which apply to working along, within and/or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including the Occupational Safety and Health Administration ("O.S.H.A."), Chapter 752 of the Texas Health and Safety Code, the National Electric Code, and the National Electrical Safety Code.

Absent written authorization by the affected Grantee, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by Grantor. Any unauthorized improvements or obstructions may be removed by Grantee at the Grantor's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by Grantee at the Grantor's expense should they be an obstruction. Grantee may put said wooden posts and paneled wooden fences back up, but generally will not replace

them with new fencing.

Grantee shall not deny or obstruct ingress or egress to or from Grantor's Property, and Grantor retains all rights to cross the Easement Area for access, but not interfering with the utility purpose for which the Easement is granted. Grantor shall have the right to construct or locate in a near perpendicular fashion, utilities, drainage ditches, roadways, driveways, across, but not along or solely along, within or under the Easement Area herein granted. Grantor assumes all responsibility for the cost of constructing, paving and maintaining said roadways or driveways within easement crossing areas. In the event that Grantor constructs, or causes to be constructed, any utilities, drainage, ditches, roadways, and/or driveways which results in the relocation of Grantee's Facilities, the Grantor will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities. Grantor is prohibited from using the Easement Area for stockpile, spoil, water retention or detention, or lay down areas.

Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities, together with the additional right to remove from said Easement Area and Grantor's Property immediately adjoining thereto, all bushes, trees and parts thereof, or other structures or improvements which are within, protrude, bisect, encroach or overhang into said Easement Area and which, in the sole opinion of Grantee, endanger or may interfere with the efficient, safe and proper operation, and maintenance of said Facilities. Further, in the event dead or dangerous trees exist within the fall range of overhead electrical facilities, then Grantee shall have the right to take down dead or dangerous trees based on Grantee's discretion.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement and rights unto said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title or actions taken by others which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

The terms, conditions and provisions contained herein constitute the complete and final agreement between Grantor and Grantee, (collectively the "Parties") with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the Parties and, by Grantor's signature affixed hereto and Grantee's use of the Easement, the Parties evidence their agreement thereof. No oral or written agreements made or discussed prior to, or subsequent to, the execution of this Easement shall supersede those contained herein. Any and all revisions, amendments and/or exceptions to the terms, conditions and provisions contained in this Easement shall be in written, recordable form and executed by both parties, or their respective successors or assigns in order to be deemed valid.

EXECUTED this _____ day of _____, 20_____.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

BY: _____
Signature

Name typed or printed

Title

STATE OF TEXAS }

COUNTY OF _____ }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, _____ of Lamar Consolidated Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ()he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said district.

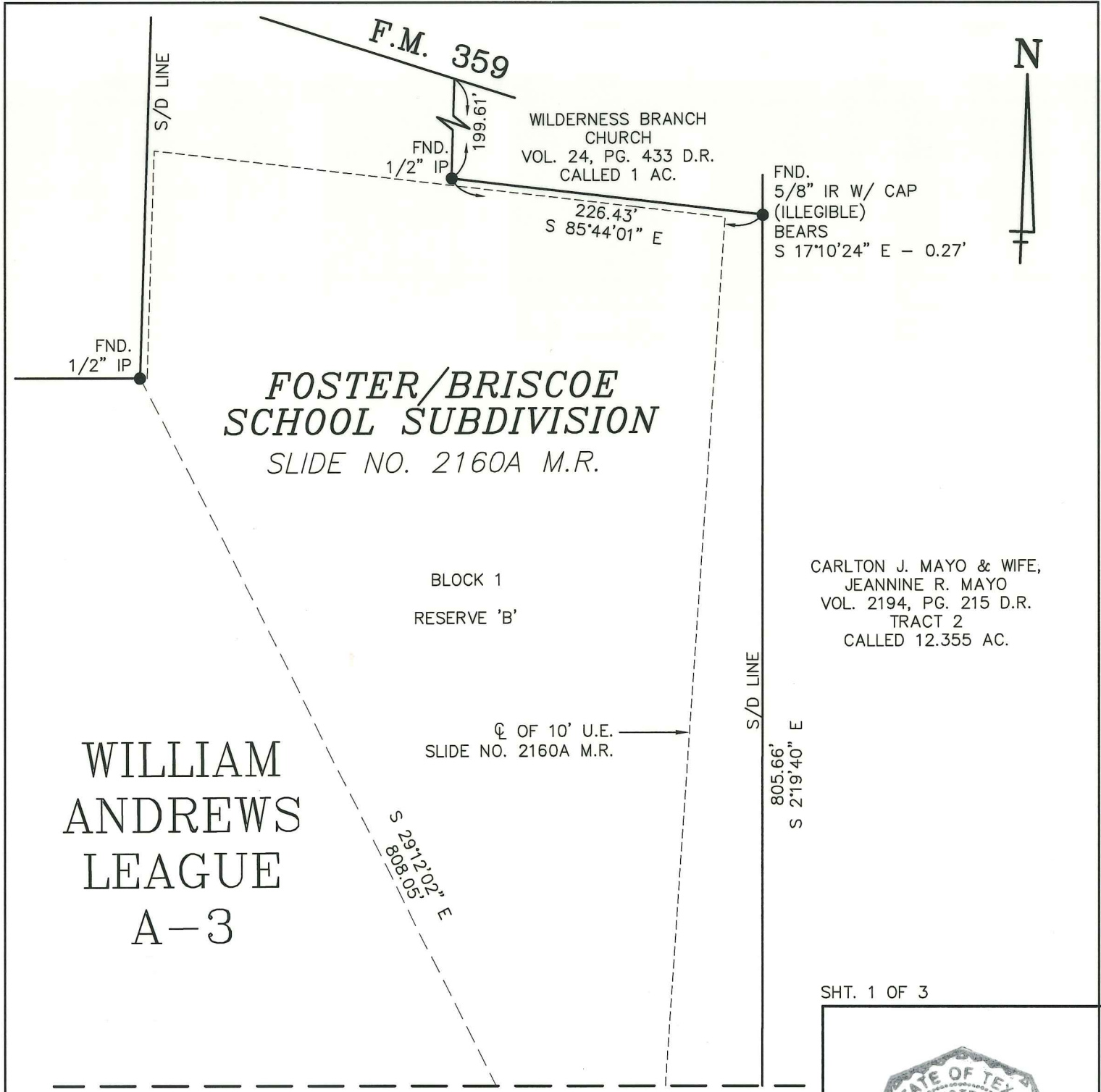
Given under my hand and seal of office this ____ day of _____, 20____.

Notary's Signature

Name typed or printed

Commission Expires

AFTER RECORDING RETURN TO:
SURVEYING & RIGHT OF WAY
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
P. O. BOX 1700
HOUSTON, TX 77251-1700



**FOSTER/BRISCOE
SCHOOL SUBDIVISION**
SLIDE NO. 2160A M.R.

BLOCK 1
RESERVE 'B'

CARLTON J. MAYO & WIFE,
JEANNINE R. MAYO
VOL. 2194, PG. 215 D.R.
TRACT 2
CALLED 12.355 AC.

WILLIAM
ANDREWS
LEAGUE
A-3

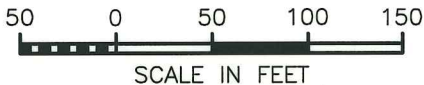
☐ OF 10' U.E.
SLIDE NO. 2160A M.R.

S 29°12'02" E
808.05'

S/D LINE
805.66'
S 21°19'40" E

SHT. 1 OF 3

MATCHLINE 'A'



NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTERIORS OF ALL ADJOINING EASEMENTS OR WITH ADJOINING PROPERTY LINES.

Bearing Basis:
Texas Coordinate System of 1983, South
Central Zone (TXSC Zone 4204); NAD 83

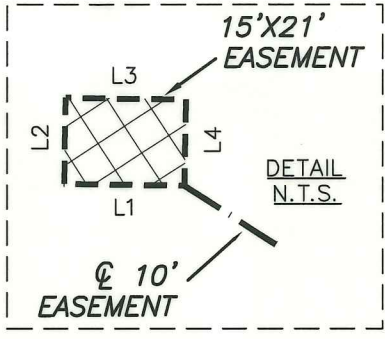


Munir Odhwani 10-05-18

REV.1: JOB NO.	BY:	DATE:	REV.2: JOB NO.	BY:	DATE:
EASEMENT - UNOBSTRUCTED					
COUNTY: FORT BEND					
SURVEY DATE: 09/26/2018					
SCALE: 1" = 100'					
FILE NO. - BOOK: 2018					
LAST PLOT DATE: 10/05/2018					
DRAWN BY: MO					
MAP NO: 4351C					
JOB NO: 82203041A					
CHECKED BY: TJS					
			CenterPoint Energy		
			SURVEYING & RIGHT OF WAY		
			P.O. Box 1700 Houston, TX 77251-1700		
			713-207-2222		
			Firm Number: 10027400		
			SKETCH NO. 18-0769		

MATCHLINE 'B'

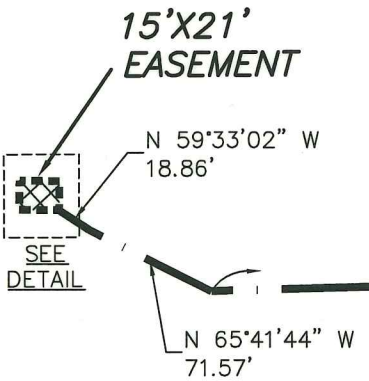
N



Line Table		
Line #	Length	Direction
L1	21.00'	S 88°32'33" W
L2	15.00'	N 1°27'27" W
L3	21.00'	N 88°32'33" E
L4	15.00'	S 1°27'27" E

**FOSTER/BRISCOE
SCHOOL SUBDIVISION**
SLIDE NO. 2160A M.R.

BLOCK 1
RESERVE 'B'



10' EASEMENT

S 86°03'03" W
363.13'

S 69°05'42" W
92.34'



**WILLIAM
ANDREWS
LEAGUE
A-3**

☉ OF 10' U.E.
SLIDE NO. 2160A
M.R.

ROBERT VICKERY
& WIFE,
PATRICIA VICKERY
F.N. 9242264 O.P.R.
CALLED
12.35 AC.

FND.
1/2" IP
BEARS
N 1°50'22" W - 0.28'

339.67'
S 0°48'36" E

1178.84'
S 0°39'33" E

381.28'
S 12°13'30" W

339.73'
S 0°55'57" E

RONALD E. BARTEE
& WIFE,
ROSALYN BARTEE
F.N. 2004069227 O.P.R.
CALLED
12.355 AC.

FND.
1/2" IP

PATRICIA HINSLEY
F.N. 9781357 O.P.R.
CALLED
24.710 AC.

SHT. 3 OF 3

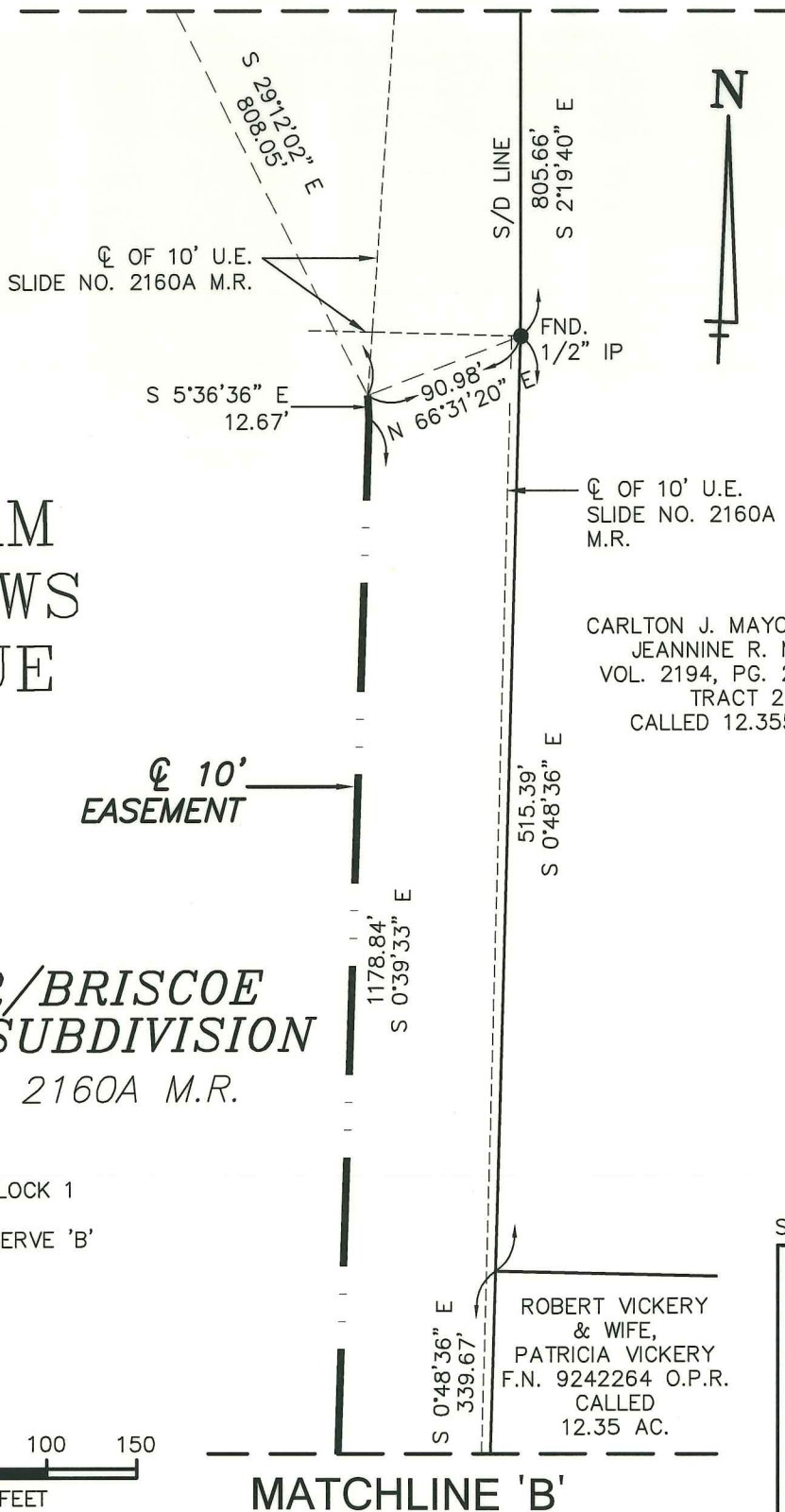


Munir Odhwani 10-05-18

Bearing Basis:
Texas Coordinate System of 1983, South
Central Zone (TXSC Zone 4204); NAD 83

REV.1: JOB NO.	BY:	DATE:	REV.2: JOB NO.	BY:	DATE:
EASEMENT - UNOBSTRUCTED	LAST PLOT DATE: 10/05/2018	<p align="center">CenterPoint Energy SURVEYING & RIGHT OF WAY P.O. Box 1700 Houston, TX 77251-1700 713-207-2222 Firm Number: 10027400 SKETCH NO. 18-0769B</p>			
COUNTY: FORT BEND	DRAWN BY: MO				
SURVEY DATE: 09/26/2018	MAP NO: 4351C				
SCALE: 1" = 100'	JOB NO: 82203041A				
FILE NO. - BOOK: 2018	CHECKED BY: TJS				

MATCHLINE 'A'



WILLIAM
ANDREWS
LEAGUE
A-3

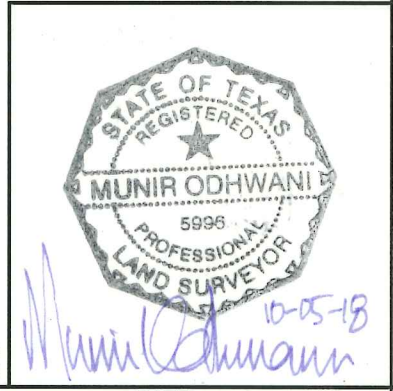
*FOSTER/BRISCOE
SCHOOL SUBDIVISION*
SLIDE NO. 2160A M.R.

BLOCK 1
RESERVE 'B'

CARLTON J. MAYO & WIFE,
JEANNINE R. MAYO
VOL. 2194, PG. 215 D.R.
TRACT 2
CALLED 12.355 AC.

ROBERT VICKERY
& WIFE,
PATRICIA VICKERY
F.N. 9242264 O.P.R.
CALLED
12.35 AC.

SHT. 2 OF 3



NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTERIORS OF ALL ADJOINING EASEMENTS OR WITH ADJOINING PROPERTY LINES.

Bearing Basis:
Texas Coordinate System of 1983, South
Central Zone (TXSC Zone 4204); NAD 83

MATCHLINE 'B'

REV.1: JOB NO.	BY:	DATE:	REV.2: JOB NO.	BY:	DATE:
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EASEMENT - UNOBSTRUCTED	LAST PLOT DATE: 10/05/2018
COUNTY: FORT BEND	DRAWN BY: MO
SURVEY DATE: 09/26/2018	MAP NO: 4351C
SCALE: 1" = 100'	JOB NO: 82203041A
FILE NO. - BOOK: 2018	CHECKED BY: TJS

CenterPoint Energy
SURVEYING & RIGHT OF WAY
P.O. Box 1700 Houston, TX 77251-1700
713-207-2222
Firm Number: 10027400
SKETCH NO. 18-0769A

**CONSIDER APPROVAL OF BUILDING TECHNOLOGY SYSTEMS
FOR WILLIAMS ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve RockIT Consulting LLC. for the installation of one (1) additional switch for Williams Elementary School in the amount of \$4,920 and authorize the Board President to sign the agreement.

IMPACT/RATIONALE:

A cost proposal was solicited from RockIT Consulting LLC. for the installation of one (1) additional switch for Williams Elementary School.

RockIT Consulting LLC. has a current contract #190302 with TIPS Contract.

PROGRAM DESCRIPTION:

The technology systems at Williams Elementary School include one (1) additional switch requested by the Technology department to accommodate the new office renovation and addition.

Upon approval, the Board President will sign the agreement and RockIT Consulting LLC. will begin the installation of technology systems.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent



We have prepared a quote for you

Cisco 2960 Switch



Quote # 001020
Version 1

Prepared for:

Lamar Consolidated ISD

David Banks
david.banks@lcsid.org

Cisco 2960 - 370W Switches

Description	Price	Qty	Ext. Price
WS-C2960X-48LPS-L  CATALYST 2960-X 48PORT PERP 10/100/1000 ENET RJ-45	\$3,434.94	1	\$3,434.94
CON-SSSNT-WSC248SL CCW ONLY SOLN SUP NBD 8X5 SVCS CAT 2960-X 48 GIGE POE 370W 4X1G	\$489.45	1	\$489.45
C2960X-STACK  FLEXSTACK PLUS STACKING MODULE CPNT FOR CAT2960-X	\$921.86	1	\$921.86
CAB-STK-E-1M 1M FLEXSTACK STACKING CABLE CABL	\$73.75	1	\$73.75
TIPS Contract: 190302 Technology Solutions Products and Services			
Installation and Configuration Not Included.			

Subtotal: \$4,920.00

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT
FOR JANE LONG HISTORIC GYM RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve the design development for the Jane Long historic gym renovations, as presented by VLK Architects.

IMPACT/RATIONALE:

VLK Architects, Inc. will be presenting the design development for the renovations at the Jane Long historic gym. The design development booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 7, 2017, Lamar CISD passed a bond issue that included the renovations of Jane Long historic gym. Upon approval of the design development, the construction documents phase will begin.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR THE ALTERNATIVE
LEARNING CENTER ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve the design development for the Alternative Learning Center additions and renovations as presented by VLK Architects.

IMPACT/RATIONALE:

VLK Architects, Inc. will be presenting the design development for the Alternative Learning Center additions and renovations. The design development booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 7, 2017, Lamar CISD passed a bond issue that included the additions and renovations for the Alternative Learning Center. Upon approval of the design development, the construction documents phase will begin.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR THE
TRANSPORTATION UNDERGROUND FUEL TANK STORAGE**

RECOMMENDATION:

That the Board of Trustees approve the design development for the replacement of the underground fuel tank storage presented by Morris & Associates, Engineers, Inc.

IMPACT/RATIONALE:

Morris & Associates, Engineers, Inc. will be presenting the design development for the replacement of the underground fuel tank storage. The design development booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 7, 2017, Lamar CISD passed a bond issue that included the replacement of the underground fuel tank storage. Upon approval of the design development, the construction documents phase will begin.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR
THE BOWIE ELEMENTARY SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Terracon for the geotechnical study for the Bowie Elementary School additions and renovations in the amount of \$4,300 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Geotechnical engineering services are a professional service that the District must contract directly. Terracon has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design of the additions and renovations of Bowie Elementary School.

Submitted By: Chris Juntti, Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent



November 13, 2019

Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, Texas 77471

Attn: Mr. Kevin McKeever
Executive Director of Facilities & Planning

Re: Cost Estimate for Geotechnical Engineering Services
LCISD Bowie Elementary School Canopy Addition
2304 Bamore Road
Rosenberg, Texas
Terracon Document No. P92195573.Revision1

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on qualifications to provide geotechnical services for the above reference project. This document outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services. The following are exhibits to the attached Agreement for Services.

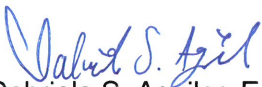
Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule


Our base fee to perform the scope of services described in this document is **\$4,300**. See **Exhibit C** for more details of our fees and consideration of additional services.


Your authorization for Terracon to proceed in accordance with this cost estimate can be issued by signing and returning a copy of the attached Agreement for Services to our office. If you have any questions, please do not hesitate to contact us.

Sincerely,

Terracon Consultants, Inc.
(Texas Registration No. F-3272)


Gabriela S. Aguilar, E.I.T.
Staff Geotechnical Engineer


Kierstyn M. Burrell, P.E.
Project Engineer


Brian C. Ridley, P.E.
Senior Project Manager

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Bowie Elementary School Canopy Addition project ("Project"), as described in Consultant's Proposal dated 11/13/2019 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
 By:  Date: **11/13/2019**
 Name/Title: **Brian C Ridley, P.E. / Project Manager**
 Address: **11555 Clay Rd, Ste 100**
Houston, TX 77043-1239
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**
 Email: **Brian.Ridley@terracon.com**

Client: **Lamar Consolidated ISD**
 By: _____ Date: _____
 Name/Title: **Kay Danziger**
 Address: **3911 Avenue I**
Rosenberg, TX 77488
 Phone: **832-223-0250** Fax: _____
 Email: _____

EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by AG&E Structural Engenuity. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

Site Location

Item	Description
Project size and location	The project site is within the existing Bowie Elementary School campus located at 2304 Bamore Road in Rosenberg, Texas.
Existing conditions¹	Based on available aerial photographs, the site is currently occupied by an existing single-story building, adjacent canopy structure, and associated pavements at the time of this cost estimate.
Current ground cover	Asphaltic concrete pavements, shrubs, and grass.
Existing topography	Relatively level.
Site access	We expect the site and exploration locations are accessible with truck-mounted drilling equipment during normal business hours.

^{1.} We understand the existing canopy structure is planned to be demolished and completely removed as part of the construction of the new canopy.

Planned Construction

Item	Description
Proposed improvements	A canopy structure with a footprint area of approximately 800 square feet.
Building construction	Steel-frame construction.
Maximum loads¹	Column loads: 25 to 50 kips.
Planned foundation system	Drilled-and-underreamed footings.

^{1.} Information provided by the AG&E Structural Engenuity.

EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

As requested, the field exploration program consists of the following:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
2	20	Canopy structure area

¹: Below existing grade.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-25 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We will advance soil borings with standard truck-mounted drilling equipment using solid stem continuous flight augers. Samples will be obtained continuously in the upper 12 feet of each boring and at intervals of 5 feet thereafter. Soil samples are typically performed using open-tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: We will backfill borings with auger cuttings and either patch with concrete or plug with a concrete cylinder upon completion, as applicable. Our services do not include repair of the site beyond backfilling our borings. Excess auger cuttings are dispersed in the general vicinity of the boring. Because backfill material often settles below the surface after a period, we recommend borings be checked periodically and backfilled, if necessary. We can provide this service or grout the holes for additional fees, at your request.

Cost Estimate for Geotechnical Engineering Services

LCISD Bowie Elementary School Canopy Addition ■ Rosenberg, Texas

November 13, 2019 ■ Terracon Document No. P92195573.Revision1



Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this document, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the scope of services.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. If additional safety requirements, training, etc. are required to access this site to perform our services, Terracon should be notified to so that we may adjust our Scope of Services and estimated fees, if necessary. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with Texas 811, a free utility locating service, to help locate public utilities within dedicated public easements. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current Scope of Services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. The anticipated laboratory testing may include the following:

- Moisture content
- Unit dry weight
- Atterberg limits
- Unconfined compressive strength
- Percent finer than No. 200 sieve

Our laboratory testing program includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Cost estimate information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering report

When services are complete, we upload a printable version of our completed geotechnical engineering reports, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the reports are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Cost Estimate for Geotechnical Engineering Services

LCISD Bowie Elementary School Canopy Addition ■ Rosenberg, Texas

November 13, 2019 ■ Terracon Document No. P92195573.Revision1



The geotechnical engineering report will provide recommendations for the following:

- Demolition considerations; and
- Foundation design and construction.

Additional Services

In addition to basic services noted above, the following services are often associated with geotechnical engineering services. Fees for basic services noted above do not include the following:

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of the project plans and specifications is a vital part of our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review includes a written statement, which conveys our opinions, related to the plans and specifications' consistency with our geotechnical engineering recommendations.

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A** and our planned scope of services outlined in **Exhibit B**, our base fee is shown in the following table:

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$3,900
Private Utility Locate Service ¹	\$400
Total: \$4,300	

- ^{1.} If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Estimated Fees	Initial for Authorization
Plans and Specifications Review	\$1,000 to \$1,500	

Our scope of services does not include services associated with clearing of pathways, surveying of boring locations, special equipment for wet and/or soft ground conditions, or repair of damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Project Engineer billing rate of \$130 per hour will apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical services and will not be incurred without prior approval of the client.

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this document. If conditions are encountered that require scope of work revisions and/or result in higher fees, we will contact you for approval, prior to initiating these services. A supplemental document stating the modified scope of services as well as its effect on our fee will be prepared. We will not proceed without your authorization, as evidenced by your signature on the Supplemental Agreement for Services form.

Cost Estimate for Geotechnical Engineering Services

LCISD Bowie Elementary School Canopy Addition ■ Rosenberg, Texas
November 13, 2019 ■ Terracon Document No. P92195573.Revision1



Project Schedule

We developed a schedule to complete the scope of services, based upon our existing availability and understanding of your project schedule. However, this does not account for any delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport Delivery	Posting Schedule ^{1, 2}
Project Planning	5 working days from notice to proceed
Site Characterization	15 working days from notice to proceed
Geotechnical Engineering	20 working days from notice to proceed

- 1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport** website with specific, anticipated working dates for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
- 2. We will maintain a current calendar of activities within our **GeoReport** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

**CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR
THE TERRY HIGH SCHOOL AND GEORGE JUNIOR HIGH SCHOOL
ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Terracon for the geotechnical study for the Terry High School and George Junior High School additions and renovations in the amount of \$6,750 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

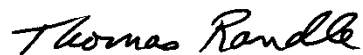
Geotechnical engineering services are a professional service that the District must contract directly. Terracon has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design of the additions and renovations of Terry High School and George Junior High School.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent

November 4, 2019



Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, Texas 77471

Attn: Mr. Kevin McKeever
Executive Director of Facilities & Planning

Re: Cost Estimate for Geotechnical Engineering Services
Terry HS and George JHS
Rosenberg, Texas
Terracon Document No. P92195450.Revision1

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on qualifications to provide geotechnical services for the above referenced project. This document outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate of the cost of our services. The following are exhibits to the attached Agreement for Services.


Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule

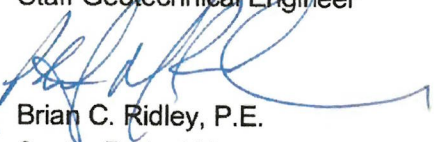
Our base fee to perform the Scope of Services described in this document is **\$6,750**. See **Exhibit C** for more details of our fees and consideration of additional services.

Your authorization for Terracon to proceed in accordance with this cost estimate can be issued by signing and returning a copy of the attached Agreement for Services to our office. If you have any questions, please do not hesitate to contact us.

Sincerely,
Terracon Consultants, Inc.
(Texas Firm Registration No.: F-3272)


Gabriela S. Aguilar, E.I.T.
Staff Geotechnical Engineer


Kierstyn M. Burrell, P.E.
Project Engineer

for: 
Brian C. Ridley, P.E.
Senior Project Manager

AGREEMENT FOR SERVICES

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3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
By:  Date: **11/4/2019**
Name/Title: **Patrick M. Beecher, P.E. / Senior Principal / Geotechnical Services Manager**
Address: **11555 Clay Rd, Ste 100
Houston, TX 77043-1239**
Phone: **(713) 690-8989** Fax: **(713) 690-8787**
Email: **Patrick.Beecher@terracon.com**

Client: **Lamar Consolidated ISD**
By: _____ Date: _____
Name/Title: **Kevin McKeever / Board President**
Address: **3911 Avenue I
Rosenberg, Texas 77471**
Phone: **832-223-0250** Fax: _____
Email: _____

EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by VLK Architects (VLK). We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

Site Location

Item	Description
Site locations	<ul style="list-style-type: none"> ■ B.F. Terry High School (HS) campus located at 5500 Avenue N in Rosenberg, Texas. ■ George Junior High School (JH) campus located at 4601 Airport Avenue in Rosenberg, Texas.
Existing improvements	Based on available aerial photographs, the sites are occupied by existing single-story buildings, tennis courts, various athletic fields, and associated pavements.
Current ground cover	Concrete pavements, asphaltic concrete pavements, and grass.
Existing topography	Relatively level.
Site access	We expect the site and exploration locations are accessible with our truck-mounted drilling equipment during normal business hours.

Planned Construction

Item	Description
Proposed improvements	<p>B.F. Terry HS</p> <ul style="list-style-type: none"> ■ A single-story band hall building addition with a footprint area of approximately 4,500 square feet. ■ A single-story multi-purpose building addition with a footprint area of approximately 2,000 square feet. <p>George JH</p> <ul style="list-style-type: none"> ■ A single-story band hall addition with a footprint area of approximately 4,400 square feet. ■ New visitor parking area.
Building construction ¹	Steel-frame construction with a structurally-suspended and supported floor slab system.
Finished floor elevation	Within approximately one foot above existing grade and to match the finished floor elevation of the existing buildings.
Maximum loads	<ul style="list-style-type: none"> ■ Column loads: 75 to 100 kips ■ Floor slab pressure: 125 pounds per square foot (psf)

Cost Estimate for Geotechnical Engineering Services

LCISD Building Additions ■ Rosenberg, Texas

November 4, 2019 ■ Terracon Document No. P92195450.Revision1



Item	Description
Planned foundation system	Drilled-and-underreamed footings.
Pavements	Either rigid (concrete) or flexible (asphaltic concrete) pavement systems.

^{1.} Information provided by VLK Architects.

EXHIBIT B - SCOPE OF SERVICES

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

The field exploration program consists of the following:

School	Number of Borings	Planned Boring Depth ¹ (feet)	Planned Location
B.F. Terry HS	4	20	Band hall and multi-purpose building addition areas
George JH	2	20	Band hall building addition area
	2	5	Visitor parking area

^{1.} Below grade at the time of our field program.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-25 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map.

Subsurface Exploration Procedures: We will advance soil borings with standard truck-mounted drilling equipment using solid stem continuous flight augers. Samples will be obtained continuously in the upper 12 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using open-tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling, and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation, and include modifications based on observations and laboratory tests.

Property Disturbance: The existing concrete will be cored and removed to access the underlying subgrade, as applicable. We will backfill borings with auger cuttings and either patch with concrete or plug with a concrete cylinder upon completion, as applicable. Our services do not include repair of the site beyond backfilling our boreholes, and patching existing pavements. Excess auger

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cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this cost estimate, without information to the contrary, we consider this as authorization to access the property for conducting field exploration in accordance with the Scope of Services.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. If additional safety requirements, training, etc. are required to access this site to perform our services, Terracon should be notified to so that we may adjust our Scope of Services and estimated fees, if necessary. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with Texas 811, a free utility locating service, to help locate public utilities within dedicated public easements. We will consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are not included in our current Scope of Services. The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the owner of their responsibilities in identifying private underground utilities.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. The anticipated laboratory testing may include the following:

- Moisture content
- Unit weight
- Atterberg limits
- Percent finer than No. 200 Sieve
- Unconfined compressive strength

Our laboratory testing program includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will develop a geotechnical site characterization, perform the engineering calculations necessary to evaluate foundation alternatives, and develop appropriate geotechnical engineering design criteria for earth-related phases of the project.

Your project will be delivered using our **GeoReport®** system. Upon initiation, we provide you and your design team the necessary link and password to access the website (if not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. The typical delivery process includes the following:

- Project Planning – Cost estimate information, schedule and anticipated exploration plan will be posted for review and verification
- Site Characterization – Findings of the site exploration
- Geotechnical Engineering – Recommendations and geotechnical engineering reports

When services are complete, we upload a printable version of our completed geotechnical engineering reports, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the reports are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Cost Estimate for Geotechnical Engineering Services

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The geotechnical engineering reports will provide recommendations for the following:

- Site and subgrade preparation;
- Foundation design and construction; and
- Pavement design guidelines for George Junior High.

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

Based upon our understanding of the site, the project as summarized in **Exhibit A**, and our planned Scope of Services outlined in **Exhibit B**, our base fee is shown in the following table:

School	Task	Lump Sum Fee
B.F. Terry HS	Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$3,750
George JH	Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$3,000
Total		\$6,750¹

- ^{1.} This cost assumes that the field programs for each school can be completed concurrently with one mobilization.

Additional services not part of the base fee include the following:

Additional Services (see Exhibit B)	Estimated Fees	Initial for Authorization
All-Terrain Vehicle (ATV) ¹	\$600	
Private Utility Locate Service ²	\$950	

- ^{1.} If the site is wet/soft at the time of drilling and requires the use of all-terrain vehicle (ATV) mounted drilling equipment.
- ^{2.} If the owner/client is unable to accurately locate private utilities, we can subcontract a private utility locating firm and/or utilize geophysical equipment, if necessary. The detection of underground utilities is dependent upon the composition and construction of utility lines. Some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private locate service does not relieve the owner of their responsibilities in identifying private underground utilities.

Our Scope of Services does not include services associated with survey of boring locations, special equipment for wet/soft ground conditions, tree or shrub clearing, wet ground conditions, tree or shrub clearing, or repair of/damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Project Engineer billing rate of \$130 per hour will apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical services and will not be incurred without prior approval of the client.

Cost Estimate for Geotechnical Engineering Services

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If conditions are encountered that require Scope of Services revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental document stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport® Delivery	Posting Schedule ^{1, 2}
Project Planning	5 working days from notice to proceed
Site Characterization	15 working days from notice to proceed
Geotechnical Engineering	20 working days from notice to proceed

1. Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated working days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our **GeoReport®** website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

**CONSIDER APPROVAL OF PROFESSIONAL TOPOGRAPHIC SURVEYING
FOR THE SMITH ELEMENTARY SCHOOL
EXTERIOR RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying for the Smith Elementary School exterior renovations in the amount of \$5,050 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Professional topographic surveying is a professional service that the District must contract directly. Charlie Kalkomey Surveying, Inc. A Jones & Carter Company has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, Charlie Kalkomey Surveying, Inc. A Jones & Carter Company will provide the topographic survey information needed for the design of the exterior renovations of Smith Elementary School courtyard.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent



1229 Corporate Drive, Suite 100
Rosenberg, Texas 77471
Tel: 281.342.2033
Fax: 281.232.9909
www.jonescarter.com

November 6, 2019

Mr. Kevin McKeever
mckeever@lcisd.org

Re: Cost Estimate and Contract
Topographic Survey services of Smith Elementary School
John W. Moore ¼ League, Abstract 61
City of Richmond, Fort Bend County, Texas

Mr. McKeever,

Thank you for considering this proposal for surveying services of the above referenced site. It is our understanding the District requires a topographic survey at the Smith Elementary School Campus on Lamar Drive. We understand the architect for this project needs the location of underground utilities and topographic information for the interior courtyard at the Smith Elementary building.

Scope of Services

I. Survey Services

We will perform an on-the-ground boundary and topographic survey of the Project Site as defined by the purple shaded area as per the attached exhibit provided us by Rice & Gardner.

- Topographic information of the entire courtyard area within the Project Site with finish floor elevations at entry/exit doorways.
- Ground elevations at a grid interval of approximately 25-feet to 50-feet, as accessible.
- Locate visible utilities based upon available above-ground evidence and markings from an underground locating service.
- Inverts and flowlines of all drainage facilities within the Project Site.

The final product will be an electronic file in AutoCAD format that can be provided to the District's architect.

Project Fee

I.	Survey Services	\$4,300.00
II.	Underground Locating Service (subcontractor)	\$750.00

The total fee for these services is \$5,050.00.

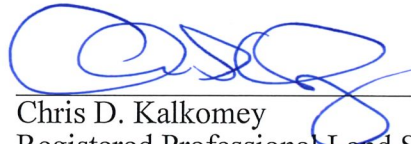
This fee includes costs for an underground locating service.

This fee is based upon the District providing us full access throughout the Project Site.

This contract is subject to the terms of the attached General Conditions Agreement.

Again, thank you for considering this proposal. If these terms are agreeable, please indicate by signing in the space provided below and returning this contract. We look forward to working with you on this project.

Sincerely,



Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869

CDK/mon
E:\Surveying\proposals\LCISD Smith Campus.doc
Enclosures

Accepted By: (Signature)
(Party liable for payment)

Date

Name (Printed)

Title

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (JC) to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by JC under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the surveying profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by JC.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay JC for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by JC on a monthly basis and the full amount shall be due and payable to JC upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify JC in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by JC more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, field notes, and data provided or furnished by JC pursuant to this AGREEMENT are instruments of service in respect to the Project and JC shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by JC for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to JC, and the CLIENT shall indemnify and hold harmless JC from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

INSURANCE

JC agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

JC agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that JC shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of drawings, preparation of surveys, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent surveyor in the same or similar circumstances or conditions.

In order for the CLIENT to obtain the benefit of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit JC's liability arising from JC's professional acts, errors or omissions, such that the total aggregate liability of JC shall not exceed JC's total fee for the services rendered on this project.

INDEMNIFICATION

JC agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by JC's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom JC is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JC harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

JC is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to JC and JC shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or JC employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of JC's services either by the CLIENT or by JC, upon seven (7) days written notice to the other at the address of record. Termination shall release each party from all obligation of this AGREEMENT except compensation payable to JC for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with JC's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and JC each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor JC shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and JC.

SEVERABILITY

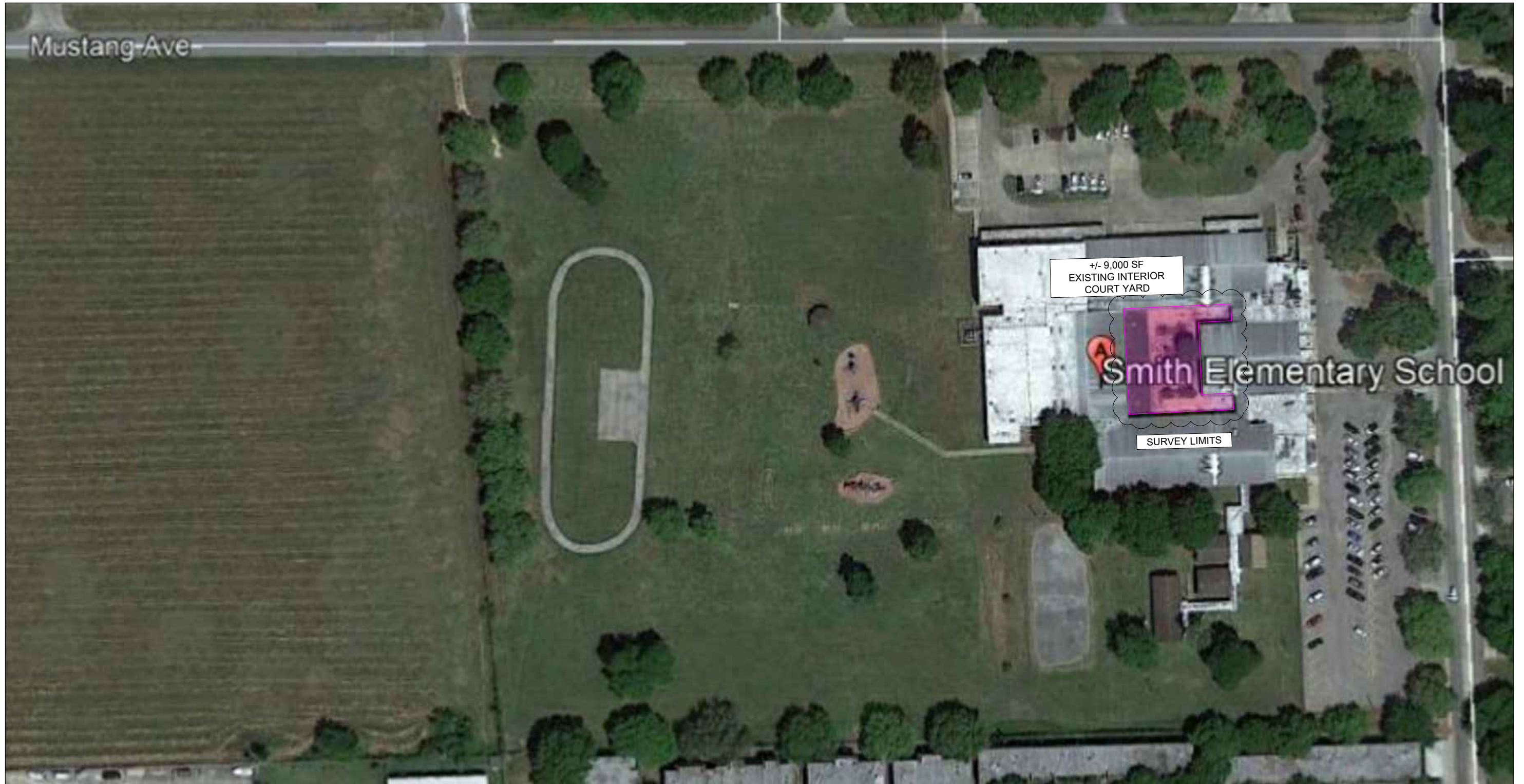
Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and JC, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.



P:\0120 - CORGAN\0120.0001 - LCISD\01-CIVIL\05-EXHIBITS\SMITH EXHIBIT.DWG

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF DUSTIN A. HANNAH, P.E., (P.E. LICENSE No. 101103). IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.
10/30/19



auric Engineers F-20740 2043 GOLDSMITH ST. HOUSTON, TEXAS 77030 auricEngineers.com	PROJECT NAME: SMITH ELEMENTARY SCHOOL		
	DRAWING SCALE: HORIZONTAL 1" = 100'	VERTICAL N.T.S.	DATE: 10/30/19
	PROJECT NUMBER: 0120-0101	PRELIMINARY SITE NOTES	

**CONSIDER APPROVAL OF PROFESSIONAL TOPOGRAPHIC SURVEYING
FOR THE TERRY HIGH SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying for the Terry High School additions and renovations in the amount of \$17,650 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Professional topographic surveying is a professional service that the District must contract directly. Charlie Kalkomey Surveying, Inc. A Jones & Carter Company has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, Charlie Kalkomey Surveying, Inc. A Jones & Carter Company will provide the topographic survey information needed for the design of the additions and renovations of Terry High School.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
 Kevin McKeever, Executive Director of Facilities & Planning
 Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

November 6, 2019

Mr. Kevin McKeever
mckeever@lcsd.org

Re: Cost Estimate and Contract
Topographic Survey services of B. F. Terry High School
James Lowery 1/3 League, Abstract 275
City of Rosenberg, Fort Bend County, Texas

Mr. McKeever,

Thank you for considering this proposal for surveying services of the above referenced site. It is our understanding the District requires a topographic survey at two (2) separate locations on the B. F. Terry High School Campus on F. M. 2218 and Airport Road. We understand the architect for this project needs the location of underground utilities, topographic information for all areas identified within the Project Site and research for boundary lines and easements.

Scope of Services

I. Survey Services

We will perform an on-the-ground boundary and topographic survey of the Project Site as defined by the red clouded outlines as per the attached exhibit provided us by VLK Architects. These specific areas are the area around the existing band hall and an area on the northwest side of the school building near the gymnasiums. We understand there are three (3) possible locations for the future expansion by the gymnasiums and therefore all three areas will need to be surveyed.

- General location of the buildings within the Project Site with finish floor elevations. It is our understanding only the building outlines are needed.
- Ground elevations at a grid interval of approximately 25-feet to 50-feet, as accessible.
- Locate visible utilities based upon available above-ground evidence and markings from an underground locating service.
- Inverts and flowlines of all drainage facilities within the Project Site.
- Locate the boundary lines and road rights-of-way at the Project Site.

We will utilize an Abstracting service to research ownership deeds for the subject site and any recorded easements.

The final product will be an electronic file in AutoCAD format that can be provided to the District's architect.

Project Fee

I.	Survey Services	\$15,400.00
II.	Underground Locating Service (subcontractor)	\$1,500.00
III.	Abstracting Service (subcontractor)	\$750.00

The total fee for these services is \$17,650.00.

This fee includes costs for an underground locating service and an abstracting/deed research service.

This fee is based upon the District providing us full access throughout the Project Site.

This contract is subject to the terms of the attached General Conditions Agreement.

Again, thank you for considering this proposal. If these terms are agreeable, please indicate by signing in the space provided below and returning this contract. We look forward to working with you on this project.

Sincerely,

Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869

CDK/mon
E:\Surveying\proposals\LCISD Terry Campus.doc
Enclosures

Accepted By: (Signature)
(Party liable for payment)

Date

Name (Printed) Title

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (JC) to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by JC under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the surveying profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by JC.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay JC for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by JC on a monthly basis and the full amount shall be due and payable to JC upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify JC in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by JC more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

OWNERSHIP/REUSE OF DOCUMENTS

All documents, including original drawings, field notes, and data provided or furnished by JC pursuant to this AGREEMENT are instruments of service in respect to the Project and JC shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by JC for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to JC, and the CLIENT shall indemnify and hold harmless JC from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

INSURANCE

JC agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

JC agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that JC shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of drawings, preparation of surveys, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent surveyor in the same or similar circumstances or conditions.

In order for the CLIENT to obtain the benefit of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit JC's liability arising from JC's professional acts, errors or omissions, such that the total aggregate liability of JC shall not exceed JC's total fee for the services rendered on this project.

INDEMNIFICATION

JC agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by JC's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom JC is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JC harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

JC is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to JC and JC shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or JC employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of JC's services either by the CLIENT or by JC, upon seven (7) days written notice to the other at the address of record. Termination shall release each part from all obligation of this AGREEMENT except compensation payable to JC for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with JC's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

CLIENT and JC each binds himself, and his partners, successors, executors, administrators, and assigns to the other party of this AGREEMENT and to partners, successors, executors, administrators, and assigns of such other party in respect to all covenants of this AGREEMENT. Neither CLIENT nor JC shall assign, sublet, or transfer his interest in this AGREEMENT, without written consent of the other. Nothing contained herein shall be construed as giving any rights or benefits hereunder to anyone other than the CLIENT and JC.

SEVERABILITY

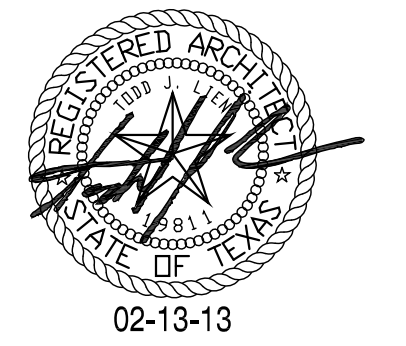
Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and JC, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.



ISSUED: FEBRUARY 13, 2013

REVISIONS
 Revision No.

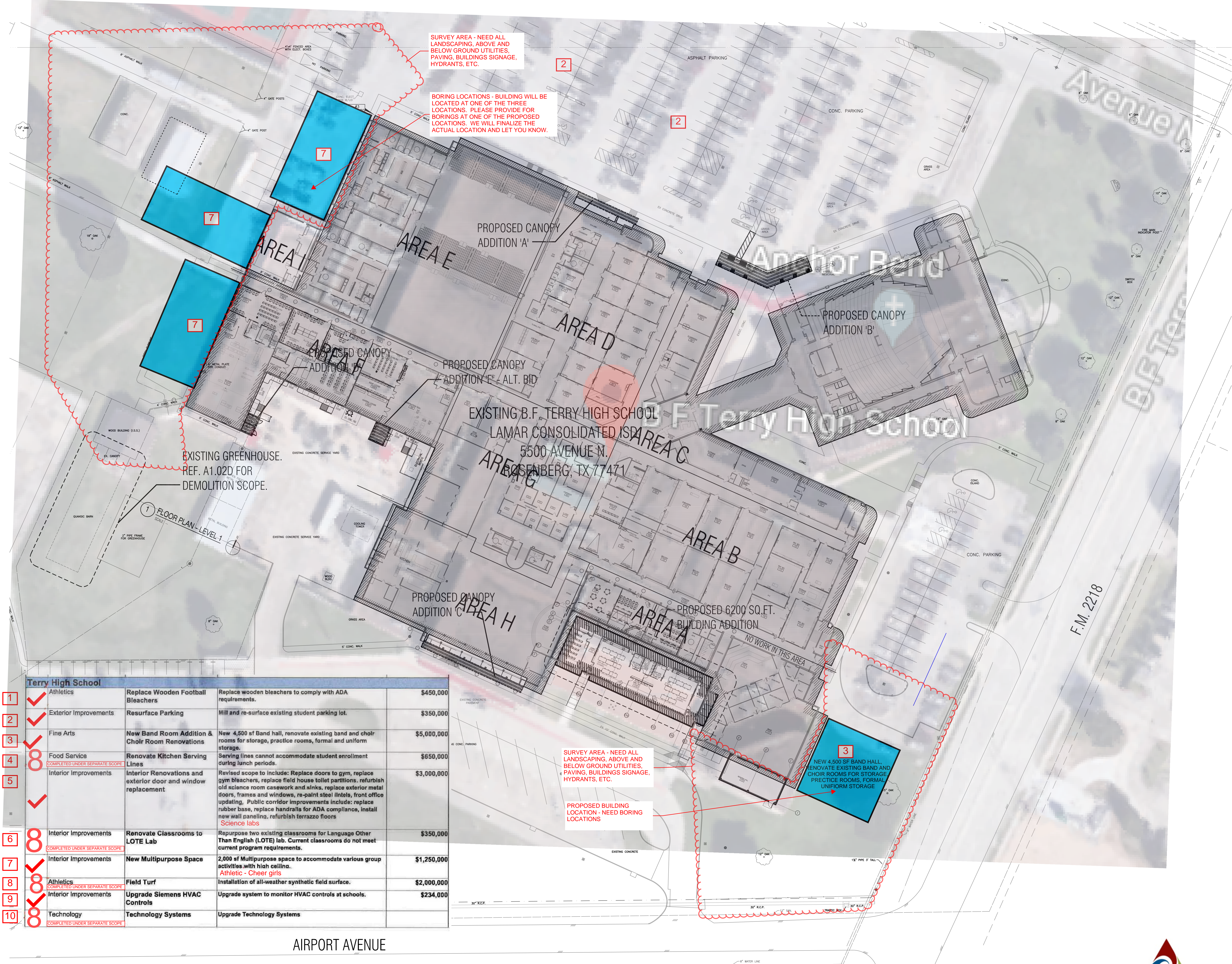
Director: T.J.L.
 Designer: TDK
 Proj. Coord.: CWJ
 TDK

PROJECT NO.
 1245.00

SHEET TITLE
 B.F. TERRY HIGH SCHOOL
 OVERALL SITE PLAN

SHEET NO.

A1.01-D



Terry High School					
1	✓	Athletics	Replace Wooden Football Bleachers	Replace wooden bleachers to comply with ADA requirements.	\$450,000
2	✓	Exterior Improvements	Resurface Parking	Mill and re-surface existing student parking lot.	\$350,000
3	✓	Fine Arts	New Band Room Addition & Choir Room Renovations	New 4,500 sf Band hall, renovate existing band and choir rooms for storage, practice rooms, formal and uniform storage.	\$5,000,000
4	⊗	Food Service	Renovate Kitchen Serving Lines	Serving lines cannot accommodate student enrollment during lunch periods.	\$650,000
5	⊗	Interior Improvements	Interior Renovations and exterior door and window replacement	Revised scope to include: Replace doors to gym, replace gym bleachers, replace field house toilet partitions, refurbish old science room casework and sinks, replace exterior metal doors, frames and windows, re-paint steel lintels, front office updating. Public corridor improvements include: replace rubber base, replace handrails for ADA compliance, install new wall paneling, refurbish terrazzo floors Science labs	\$3,000,000
6	⊗	Interior Improvements	Renovate Classrooms to LOTE Lab	Repurpose two existing classrooms for Language Other Than English (LOTE) lab. Current classrooms do not meet current program requirements.	\$350,000
7	✓	Interior Improvements	New Multipurpose Space	2,000 sf Multipurpose space to accommodate various group activities with high ceiling. Athletic - Cheer girls	\$1,250,000
8	⊗	Athletics	Field Turf	Installation of all-weather synthetic field surface.	\$2,000,000
9	⊗	Interior Improvements	Upgrade Siemens HVAC Controls	Upgrade system to monitor HVAC controls at schools.	\$234,000
10	⊗	Technology	Technology Systems	Upgrade Technology Systems	

1 OVERALL SITE PLAN - B.F. TERRY HIGH SCHOOL
 SCALE: 1"=50'-0"

**CONSIDER APPROVAL OF PROFESSIONAL TOPOGRAPHIC SURVEYING
FOR THE GEORGE JUNIOR HIGH SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying for the George Junior High School additions and renovations in the amount of \$14,250 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Professional topographic surveying is a professional service that the District must contract directly. Charlie Kalkomey Surveying, Inc. A Jones & Carter Company has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, Charlie Kalkomey Surveying, Inc. A Jones & Carter Company will provide the topographic survey information needed for the design of the additions and renovations of George Junior High School.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Thomas Randle
Superintendent



1229 Corporate Drive, Suite 100
Rosenberg, Texas 77471
Tel: 281.342.2033
Fax: 281.232.9909
www.jonescarter.com

November 6, 2019

Mr. Kevin McKeever
mckeever@lcisd.org

Re: Cost Estimate and Contract
Topographic Survey services of George Junior High School
James Lowery 1/3 League, Abstract 275
City of Rosenberg, Fort Bend County, Texas

Mr. McKeever,

Thank you for considering this proposal for surveying services of the above referenced site. It is our understanding the District requires a topographic survey at two (2) separate locations on the George Junior High School Campus on Airport Road and Graeber Road. We understand the architect for this project needs the location of underground utilities, topographic information for all areas identified within the Project Site and research for boundary lines and easements.

Scope of Services

I. Survey Services

We will perform an on-the-ground boundary and topographic survey of the Project Site as defined by the red clouded outlines as per the attached exhibit provided us by VLK Architects. These specific areas are the area around the existing band hall and an area on the west side of the school building for parking expansion.

- General location of the buildings within the Project Site with finish floor elevations. It is our understanding only the building outlines are needed.
- Ground elevations at a grid interval of approximately 25-feet to 50-feet, as accessible.
- Locate visible utilities based upon available above-ground evidence and markings from an underground locating service.
- Inverts and flowlines of all drainage facilities within the Project Site.
- Locate the boundary lines and road rights-of-way at the Project Site.

We will utilize an Abstracting service to research ownership deeds for the subject site and any recorded easements.

The final product will be an electronic file in AutoCAD format that can be provided to the District's architect.

Project Fee

I.	Survey Services	\$12,000.00
II.	Underground Locating Service (subcontractor)	\$1,500.00
III.	Abstracting Service (subcontractor)	\$750.00

The total fee for these services is \$14,250.00.

This fee includes costs for an underground locating service and an abstracting/deed research service.

This fee is based upon the District providing us full access throughout the Project Site.

This contract is subject to the terms of the attached General Conditions Agreement.

Again, thank you for considering this proposal. If these terms are agreeable, please indicate by signing in the space provided below and returning this contract. We look forward to working with you on this project.

Sincerely,



Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869

CDK/mon
E:\Surveying\proposals\LCISD George Jr High Campus.doc
Enclosures

Accepted By: (Signature)
(Party liable for payment)

Date

Name (Printed)

Title

AUTHORIZATION FOR WORK TO PROCEED

Signing of this PROPOSAL/AGREEMENT for services shall be authorization by the CLIENT for Jones & Carter, Inc. (JC) to proceed with the work, unless stated otherwise in the AGREEMENT.

STANDARD OF PRACTICE

Services performed by JC under this AGREEMENT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the surveying profession currently practicing in the same locality under similar conditions. No other representation, expressed or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, etc., prepared by JC.

BILLING AND PAYMENT

The CLIENT, recognizing that timely payment is a material part of the consideration of this AGREEMENT, shall pay JC for services performed in accordance with the rates and charges set forth herein. Invoices shall be submitted by JC on a monthly basis and the full amount shall be due and payable to JC upon receipt. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall notify JC in writing within seven (7) calendar days of the invoice date and pay that portion of the invoice not in dispute.

The CLIENT shall pay an additional charge of 0.75% of the invoiced amount per month for any payment received by JC more than thirty (30) days from receipt of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Payment thereafter shall be first applied to accrued interest and then to the principal unpaid amount.

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All documents, including original drawings, field notes, and data provided or furnished by JC pursuant to this AGREEMENT are instruments of service in respect to the Project and JC shall retain ownership and property interest therein whether or not the project is completed. The CLIENT may make and retain copies for the use of the Project by the CLIENT and others; however, such documents are not intended or suitable for reuse by the CLIENT or others on extensions of the Project or on any other Project. Any such reuse without written approval or adaptation by JC for the specific purpose intended shall be at the CLIENT'S sole risk and without liability to JC, and the CLIENT shall indemnify and hold harmless JC from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

INSURANCE

JC agrees to maintain Workers' Compensation Insurance to cover all of its own personnel engaged in performing services for the CLIENT under this AGREEMENT.

LIMITATION OF LIABILITY

JC agrees to carry out and perform the services herein agreed to in a professional and competent manner. The CLIENT agrees that JC shall not be liable for error, omission, or breach of warranty (either expressed or implied) in the preparation of drawings, preparation of surveys, or the performance of any other services in connection with any assignment for which specific authorization is given by CLIENT under this agreement, except to the extent that he fails to exercise the usual degree of care and judgment of an ordinarily prudent surveyor in the same or similar circumstances or conditions.

In order for the CLIENT to obtain the benefit of a fee which includes a lesser allowance for risk funding, the CLIENT agrees to limit JC's liability arising from JC's professional acts, errors or omissions, such that the total aggregate liability of JC shall not exceed JC's total fee for the services rendered on this project.

INDEMNIFICATION

JC agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability, or cost (including reasonable attorney's fees and costs of defense) to the extent caused by JC's negligent acts, errors, or omissions in the performance of professional services under this AGREEMENT including anyone for whom JC is legally liable.

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold JC harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants, or anyone for whom the CLIENT is legally liable, and arising from the Project that is the subject of this AGREEMENT.

JC is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

CONSEQUENTIAL DAMAGES

The CLIENT shall not be liable to JC and JC shall not be liable to the CLIENT for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the CLIENT or JC employees, agents, or subcontractors. Consequential Damages include, but are not limited to, loss of use and loss of profit.

TERMINATION

This AGREEMENT may be terminated with or without cause at any time prior to completion of JC's services either by the CLIENT or by JC, upon seven (7) days written notice to the other at the address of record. Termination shall release each party from all obligation of this AGREEMENT except compensation payable to JC for services rendered prior to Termination. Compensation payable at termination shall include payment for services rendered and costs incurred up to the termination date in accordance with JC's currently effective hourly rate schedule and direct expense reimbursement policy.

SUCCESSORS AND ASSIGNS

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SEVERABILITY

Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and JC, who agree that the AGREEMENT shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

SPECIAL PROVISIONS

The amount of an excise, VAT, gross receipts, or sales tax that may be imposed shall be added to the compensation as stated in the proposal.

CONTROLLING LAW

This AGREEMENT shall be governed by the laws of the State of Texas.

CONSIDER APPROVAL OF NEW APPRAISERS FOR TEACHING STAFF

RECOMMENDATION:

That the Board of Trustees approve the appraiser(s) who have recently become certified or are new to Lamar Consolidated Independent School District (LCISD).

IMPACT/RATIONALE:

Rules adopted by the State Board of Education indicate that the local District Board of Trustees must approve appraisers other than the teacher's supervisor.

PROGRAM DESCRIPTION:

Listed below are administrators who are new to LCISD or have recently become certified as appraisers.

Tracie Bogany
Savannah Read

Submitted by: Dr. Kathleen M. Bowen, Chief Human Resources Officer
Courtney De La Torre, Lead Staffing Specialist

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF DISTRICT-WIDE SCANNER REFRESH

RECOMMENDATION:

That the Board of Trustees approve the purchase of scanners from Dell in the amount of \$ 121,450.

IMPACT/RATIONALE:

Lamar CISD currently has 158 Eduphoria scanners in use throughout the District. These scanners are used by teachers to scan plain paper exams into Eduphoria. Of those scanners, 140 are ten years old, failing and need to be replaced.

PROGRAM DESCRIPTION:

Dell offers these products through a DIR contract. This project will be funded from 2017 Bond funds dedicated to scanner refresh.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services
David Jacobson, Chief Technology Information Officer
Chris Nilsson, Director of Technology Integration

Recommended for approval:



Dr. Thomas Randle
Superintendent



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000049999462.1	Sales Rep	Andres Klopp
Total	\$121,450.00	Phone	(800) 456-3355, 5138666
Customer #	104697118	Email	Andres_Klopp@Dell.com
Quoted On	Nov. 11, 2019	Billing To	FINANCE DEPT
Expires by	Dec. 11, 2019		LAMAR CISD
Deal ID	16059741		3911 AVE I
			ROSENBERG, TX 77471-3901

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Andres Klopp

Shipping Group

Shipping To	Shipping Method
RECEIVING DEPT LAMAR CISD 4907 AVE I ROSENBERG, TX 77471-3465 (832) 223-0206	Standard Delivery

Product	Unit Price	Qty	Subtotal
Fujitsu fi-7160 - document scanner - desktop - USB 3.0	\$867.50	140	\$121,450.00

Subtotal:	\$121,450.00
Shipping:	\$0.00
Non-Taxable Amount:	\$121,450.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$121,450.00

Special lease pricing may be available for qualified customers and offers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

RECEIVING DEPT
LAMAR CISD
4907 AVE I
ROSENBERG, TX 77471-3465
(832) 223-0206

Shipping Method

Standard Delivery

Fujitsu fi-7160 - document scanner - desktop - USB 3.0

	Qty	Subtotal
\$867.50	140	\$121,450.00

Estimated delivery if purchased today:

Nov. 19, 2019

Contract # 75AHH

Customer Agreement # DIR-TSO-3763

Description

Description	SKU	Unit Price	Qty	Subtotal
Fujitsu fi-7160 - document scanner - desktop - USB 3.0	AA136441	-	140	-

Subtotal:	\$121,450.00
Shipping:	\$0.00
Estimated Tax:	\$0.00

Total:	\$121,450.00
---------------	---------------------

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at <http://www.dell.com/terms> or www.dell.com/oemterms); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms.

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

**CONSIDER APPROVAL OF SECURITY CAMERA
SYSTEM SUPPORT AGREEMENT**

RECOMMENDATION:

That the Board of Trustees approves an agreement with Red River Technology LLC in the amount of \$161,200 for support of security cameras, camera infrastructure and software and budget amendments as necessary.

IMPACT/RATIONALE:

The number of security cameras and lenses continues to grow in the District. In addition, the District has become considerably more reliant on the cameras for student safety and investigations. The District needs pro-active monitoring of all systems and responsive support to mitigate and correct issues. Remote and on-site support includes but is not limited to:

- Remote monitoring and event management
- Troubleshooting cameras and camera servers
- Camera firmware updates
- Software updates
- Security vulnerability patching
- 24x7 Service Desk
- Service Advisor
- Monthly reports and checkpoint calls
- Quarterly business reviews

PROGRAM DESCRIPTION:

Red River offers these services through a DIR contract and will be paid out of local funds dedicated to network services.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services
 David Jacobson, Chief Technology Information Officer
 David Banks, Director of Network Services

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

Red River Statement of Work



Lamar CISD

Milestone Video Infrastructure Management
Deliverables-Based IT Services (DBITS) Contract

Contract Number: DIR-TSO-3945



The data in this document shall not be disclosed outside the Customer organization. It shall not be used or disclosed in whole or in part for any purpose other than to evaluate the document. Should a service agreement be awarded to Red River Technology LLC (Red River) as a result of or in connection with the submission of this document, Customer shall have the right to use or disclose the data to the extent provided by the agreement. This restriction does not limit the right of Customer to use information contained in the data if it is obtained from another source without restriction.



RED RIVER TECHNOLOGY LLC
21 WATER STREET, SUITE 500
CLAREMONT, NH 03743
603 448 8880
www.redriver.com



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1. EXECUTIVE SUMMARY

Red River is pleased to provide this statement of work to Lamar CISD of 3911 Avenue Rosenberg, Texas 77471. The purpose of this document is to provide a detailed description of the services delivered by Red River, available through this statement of work. As a requirement to initiate services, this document must be signed by both parties as an agreement for the scope and deliverables of the services under this statement of work.

Red River's **Manage** service level is designed to maintain the operations of the customer's IT with Tier 1, 2, and 3 engineering. Customers benefit from Red River's monitoring platform and 24x7 NOC. Red River NOC technicians review alerts, troubleshoot and resolve incidents, and perform proactive maintenance.

Additional Features & Reports:

- Customer ticket portal
- Customer monitoring dashboard
- Monthly ticket reports
- Quarterly device performance reports

2. SCOPE OF SERVICES

This document specifies the scope and schedule of the services to be delivered, lists the devices for which support is provided, and defines the alignment of services and schedules of services to specific supported devices. This document also identifies guidelines and procedures for providing support and service to the end customers by determining priority, issue resolution and communication of updates to the statement of work.

2.1 Summary of Included Services

Below is a summary of the System remediation activities outlined in this SOW for full management of 1845 axis cameras and 38 Milestone VMS application servers environment (listed in Appendix B) to include camera management / monitoring, remediation of the existing environment with the making goal of standardizing/upgrading the solution for the district.

Work Activity Operations and Maintenance

Below is a summary of the Operations and Maintenance Activities.

- Remote Support
 - Monday – Friday (8:00am – 5:00pm)
 - Troubleshooting Milestone environment and cameras remotely
 - System updates
 - Firmware updates
- Onsite Support
 - Monday – Friday (8:00am – 5:00pm)
 - CCTV/Cameras
 - Troubleshoot equipment
- System and Camera Software Updates
 - Complete 1 major software update per year if needed or available.
 - Complete any major security vulnerability patches per Milestone recommendation.
 - Complete camera firmware updates once per year if camera supports remote firmware upgrades.
 - Remotely upgrade the cameras if the camera supports the remote upgrade.
- Onsite Camera support/replacement
 - In the event a camera issue can't be resolved by remote troubleshooting, Red River as part of the Managed Services contract will provide 5 sites visits per month. These site visits are specific to that month and will not be carried over if not used to

follow-on months. If Lamar requires more than 5 onsite support visits, Red River will provide a quote for the labor and equipment to Lamar School District. This quote should be based on our standard T&M rate for onsite support.

SLA’s for Milestone video management software and axis cameras:

Response	Severity 1	Severity 2	Severity 3
Alert Response: <ul style="list-style-type: none"> • Initial Alert Acknowledgement • Ticket Creation • Severity Diagnosis • Notification to client via email 	Within 30 Minutes	Within 30 Minutes	Within 30 Minutes
Remote Support	Within 4 Hours	Within 4 Hours	With 4 Hours
Onsite Support	Within 4 Hours of Diagnosis	Next Business Day	Within 3 Business Days

Severity level Examples:

<u>Severity 1 Issues</u>	<u>Severity 2 Issues:</u>	<u>Severity 3 Issues:</u>
Severity 1 Example: <ul style="list-style-type: none"> • Server - Down • Multiple user cannot access network resources • Core Application Down • All cameras down 	Severity 2: Example: <ul style="list-style-type: none"> • Single user unable to connect to network resources. • Multiple cameras down 	Severity 3 Examples: <ul style="list-style-type: none"> • New user setup request • New feature request • Hardware Failure Alert • Scheduled software updates • Single Camera down

The services listed in Table 1 and Table 2 below, are also included within this statement of work. Additional details regarding these services are included in the subsections within Section 2.2.

Table 1 Key
✓ Included in Monthly Fee
○ Billed as Needed

Table 1 - Included Services

Services and Tasks	SL3	ITIL Terms
Event Management		
Red River Monitoring Platform	✓	Event: A change of state which has significance for the management of a Configuration Item or IT Service
Alert verification, classification, & escalation	✓	
U.S. Cert Alert and Patch Release Notification Management	✓	
Incident Management		
Remote Tier 1 Troubleshooting	✓	Incident: An unplanned interruption to an IT Service or a reduction in the Quality of an IT Service
Remote Tier 2 Troubleshooting	✓	
Remote Tier 3 Troubleshooting	✓	
Problem Management		
Root Cause Analysis & Resolution Proposal	✓	Problem: A cause of one or more Incidents
Log known errors and workarounds	✓	
Change Management		
Standard proactive updates and patching	✓	Change: The addition, modification or removal of anything that could have an effect on IT Services
Emergency patching for known vulnerabilities	✓	
Customer Requests for Change (RFC) – 4 per month	✓	
Request Fulfillment & Recurring Tasks		
Quarterly software version reports	✓	Service Request: A request from a User for information, or advice, or for a Standard Change or for Access to an IT Service.
Quarterly CI performance reports	✓	
Standard Pre-Approved Requests	○	
Service Desk		
24x7 Call Center (for customer-approved contacts)	✓	Service Desk: The single point of contact between the service provider and the users.
Web-Based Customer Ticket Portal	✓	
Web-Based Red River Monitoring Portal	✓	
Service Level Management		
Service Advisor	✓	Service Level Management: The process responsible for negotiating achievable service level agreements and ensuring that these are met.
Monthly Checkpoint Calls	✓	
Service Reporting: Monthly ticket report	✓	
Service Reporting: Quarterly Business Reviews	✓	

All services described in the statement of work are limited to support of the business services and configuration items listed in the table below.

Table 2 - Supported Business Services and Configuration Items

Quantity	Business Service or CI	Management Tools
11	VMware Hosts	ScienceLogic
35	Windows VMs	ScienceLogic
1	NAS Device	ScienceLogic

The scope of services does not include management or support of business services or configuration items connected to but not listed in the table above.

2.2 Detailed Managed Services Scope

Red River’s US-based Network Operation Center (NOC), headquartered in Claremont, New Hampshire, is staffed 24 hours per day, every day of the week and year. The services described in this Section will be primarily delivered by Red River’s NOC. The NOC will also leverage support from other U.S.-based Red River engineers and field technicians.

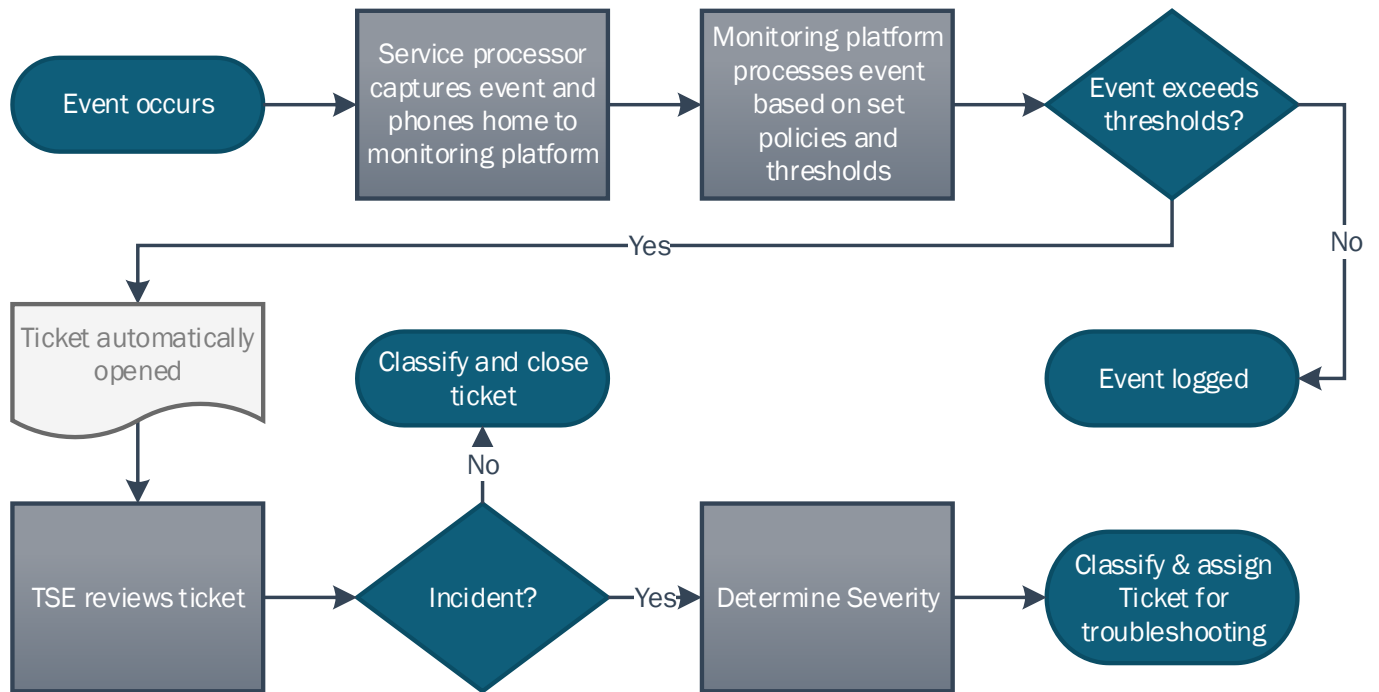
2.2.1 Event Management and Remote Monitoring

Red River uses industry leading ScienceLogic for its monitoring platform to process events triggered by the configuration items identified in

Table 2 - Supported Business Services and Configuration Items. The ScienceLogic platform runs on Red River’s infrastructure, entirely located in the United States. Red River will provide and configure a service processor which will be installed on the customer’s network to capture events.

Figure 1 - Event Management Workflow, below, applies to the configuration items monitored by ScienceLogic. This figures broadly depicts the overall workflow which consists of multiple policies, automation, and SOPs. If included, management of events from sources other than ScienceLogic follows a similar workflow once the source generates a ticket.

Figure 1 - Event Management Workflow



2.2.1.1 Monitoring

Red River will establish policies and thresholds for the following standard monitors if available for each configuration item.

- Availability
- Latency
- Memory
- Swap
- CPU
- Interface Bandwidth Utilization
- Disk Performance & Utilization

NOTE:

- The availability of standard monitors depends upon the configuration of protocols on the monitored item and the enablement of protocols on the customer’s network.

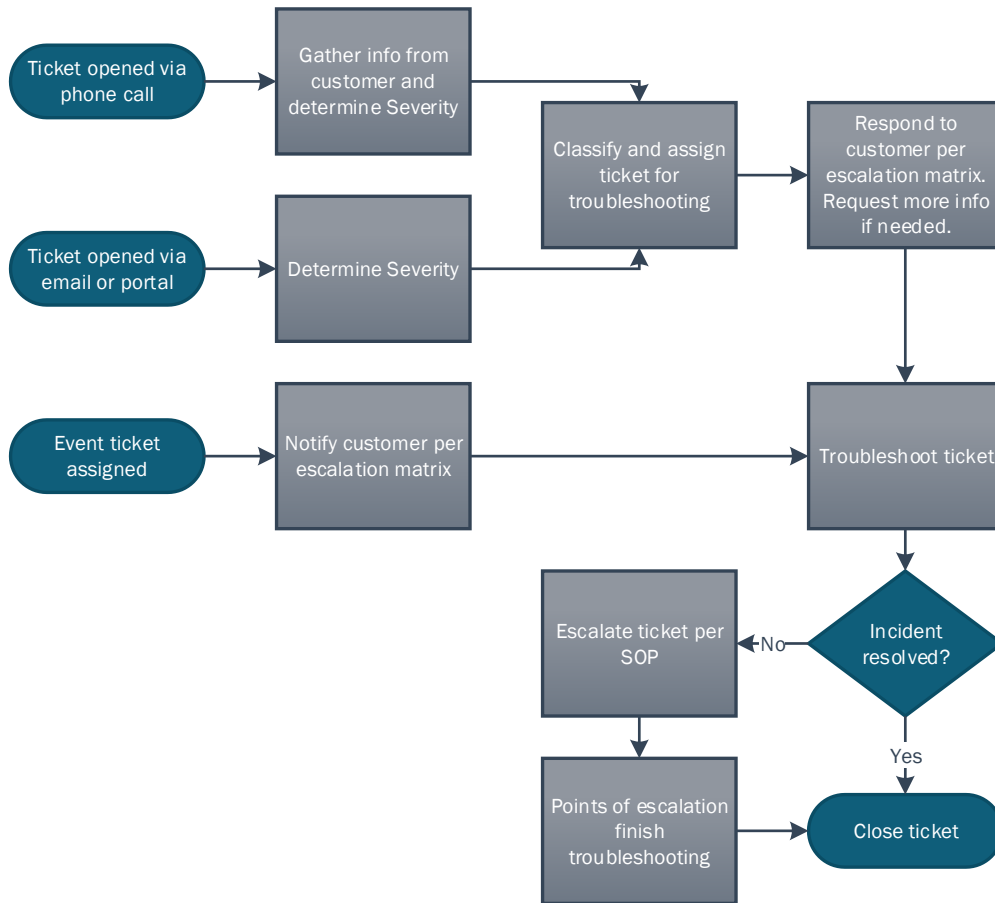
- Some of the standard monitors are applied for reporting purposes only and no alerts are generated by these monitors.
- Red River will install a service processor on the customer's network to capture alerts.

2.2.2 Incident Management

Red River's NOC will troubleshoot all incidents logged through Event Management. Additionally, the customer may open incident tickets with Red River's NOC via phone, email, or web portal. When reporting a high priority or critical incident, the customer will open the ticket via phone.

Figure 2 - Incident Management Workflow, below, broadly depicts the overall workflow. Some incidents may be managed by the engineer who first reviews the incidents. Others may be triaged to an engineer within a specific technology vertical. SOPs may vary by technology and incident severity.

Figure 2 - Incident Management Workflow



2.2.2.1 Incident Responses and Updates

Red River will acknowledge and begin troubleshooting incident tickets according to the Response Service Level Agreements (SLA) in the table below. These SLA will be applicable to all Supported Business Services and Configuration Items as listed in Table 2.

Table 3- Incident Classification

Priority	Response SLA	Description
Sev 1: Critical Must be Reported to NOC via Phone	2 Hours	This is an EMERGENCY condition that significantly restricts the use of an application, system or network to perform any critical business function. This could mean that several departments of the customer are impacted.
Sev 2: High Must be Reported to NOC via Phone	4 Hours	The reported issue may severely restrict use of key devices in the network. This could mean that a single department is impacted but the overall network and servers are functioning
Sev 3: Medium	8 Hours	The reported issue may restrict the use of one or more features of the system, but the business or financial impact is not severe.
Sev 4: Low	24 Hours	The reported anomaly in the system does not substantially restrict the use of one or more features of the product to perform necessary business functions.

Escalation and Notification

Upon identifying a new incident, Red River’s NOC will notify the customer’s approved points of contact. For Sev 1 incidents, a NOC engineer will call escalation contacts in the order defined by the Customer until someone is reached on the phone. The NOC engineer will leave a message with each escalation point, and will send an email to the defined group as well. Standard escalation methods for each severity level are listed in the table below.

Table 4 - Escalation Matrix

Priority	Phone	Email	Ticket Update
P1: Critical	✓	✓	✓
P2: High		✓	✓
P3: Medium			✓
P4: Low			✓

2.2.3 Problem Management

Use or disclosure of information contained on this sheet is subject to the restriction on the title page of this proposal.

The customer may escalate to the NOC for root cause analysis to identify the underlying problem causing a given incident or incidents. Upon identifying the problem, Red River may propose a change to resolve the problem. The customer may approve and assign the change to Red River for completion.

Problem Management tasks include:

- Analyze one or more related incidents to identify underlying causes
- Log, categorize, and diagnose problems
- Identify workarounds (if not already identified during incident management)
- Transfer problems into “known errors”
- Identify solution to problem
- Propose change to resolve problem

Depending upon the impact and cost associated with resolving a problem, the customer may not always elect to have the problem resolved. In such cases, the “known errors” entry will include workarounds to resolve related incidents and will state that permanent resolution of the problem is not currently justified.

2.2.4 Change Management

Change Management applies to all changes which could affect or interrupt an IT service. Changes included within this Statement of Work include proactive maintenance and minor changes requested by the customer.

The scope of services is intended to maintain the functionality of the managed business services and configuration items. As such, major changes such as version upgrades, implementation of new hardware or software, and any changes requiring project management or solution architecture are not in scope and will be quoted as separate projects. Minor changes beyond proactive maintenance and problem resolution will be addressed per the terms described in Section 2.2.4.3 Customer Requests for Change.

2.2.4.1 Change Controls

Red River documents proposed changes in Change Controls which must be reviewed and approved prior to execution. Approvers include Red River management, designated Subject Matter Experts, and customer-appointed resources.

Change controls typically include the following information:

- Overview of change to be made
- Impacted systems
- Test and development plan
- Change plan details
- User acceptance test plan
- Schedule

- Rollback options

During onboarding, Red River review the Change Management process with the customer and will define any exceptions which will need to be made in the event of an emergency change.

2.2.4.2 Proactive Maintenance

Proactive maintenance includes standard patching or updates and emergency patching to remediate vulnerabilities. The scope of services includes implementing patches which are available for the current software version. Version upgrades will be quoted as separate projects.

Red River subscribes to OEM patch release notifications and U.S.-cert alerts. Each notification or alert is automatically logged as an event in Red River’s ticketing system. Tier 1 Technical Service Engineers classify each event by urgency and identify our customers’ affected configuration items.

For urgent patches, such as those required to remediate critical vulnerabilities, Red River notifies the affected customers and begins the standard or emergency change management process as determined by Red River and the customer.

For non-urgent patches, such as feature updates or minor bug fixes, event tickets are closed and logged for future periodic review. Red River schedules periodic reviews of all available updates for each customer. Scheduled reviews will occur quarterly. During scheduled reviews, Red River evaluates the feasibility and applicability of OEM recommended updates and provides the customer with a Software Version Report including OEM and Red River recommended updates. Red River and the customer determine which updates to apply.

2.2.4.3 Customer Requests for Change

In addition to proactive maintenance, Red River will implement minor changes requested by the customer. Changes requiring project management, assessment or design services, as well as changes requiring more than four (4) hours of labor, are not included in the scope of services. Such change requests may be fulfilled through additionally quoted projects.

2.2.5 Request Fulfillment

Red River will fulfill the standard recurring requests described in this section as well as general requests for information and additional services. The customer may initiate service via email, web portal, or by calling the NOC. Service requests will be processed according to pre-defined standard operating procedures when applicable. All requests, approved or otherwise, will be logged in Red River’s ticketing system.

2.2.5.1 Standard Reports

Standard reports include:

- Monthly ticket report
 - All tickets, open and closed, for the previous month
- Quarterly software version report
 - Current software versions
- Quarterly device performance report
 - Basic key performance indicators

2.3 Tasks that are Out of Scope

The following tasks are excluded from the scope of work. (A quote for this work may be provided if requested by customer)

- Site Assessment
- The price of software licenses or OEM maintenance contracts is not included in the price of services like the 24 hour Milestone support.
- End-user help desk services such as personal computer troubleshooting and password resets
- This agreement is for remote troubleshooting labor only with five onsite troubleshooting visits per month. If all five site visits are not used, they are not authorized to extend out to follow on months. Any site visits / Labor and equipment to replace failed components will be on a separate proposal as needed and will use the agreed upon T&M rates established in this SOW.
- Server hardware is not included as part of this agreement.
- Client workstations are not included as part of this agreement.
- Milestone Care Plus is not included as part of this agreement. The current support is valid through September 2020, at the time of renewal Red River will send a proposal for the Milestone Care Plus support.
- Any cabling for access control or cameras is not included in this agreement. If cabling is required, Red River will provide a quote for materials and LOE to install. The agreed upon T&M rate will be our effective rate.
- Any changes made to the system by anyone that is not certified won't be covered under this support agreement. Any efforts to correct the changes to the system will be billed at a T&M basis.
- For after-hours Milestone application support your existing Milestone contract would have to be upgraded to Milestone Care Premium. The approximate annual cost for Milestone Care Premium is \$33,550.75 based on Lamar School District's current license count. Red River will do our best to resolve the application issues after hours, however if

the application is beyond repair, Red River would need to engage Milestone for this support.

- Firmware updates to cameras that need to be completed locally are not included as part of this agreement. This can be done by leveraging the five onsite visits per month and then Red River can perform the onsite firmware updates on a T&M basis if needed thereafter.

3. ASSUMPTIONS

3.1 Customer Responsibilities

- Provide remote (SSH, telnet, RDP) and/or OOB access to devices to Red River, including unique Red River credentials for management of all supported CIs.
- Provide IP addresses and ports of items and nodes to be monitored by Red River's NOC.
- Provide VPN access and unique Red River credentials to Red River's NOC.
- Supply Red River's NOC with administrative credentials for each configuration item to be managed by Red River.
- Provide onsite personnel as needed to assist Red River in simple, non-technical assistance.
- Communicate changes or new implementations to be performed on supported devices. Changes, replacements, and decommissioning of supported configuration items must be reported by opening a ticket with Red River's NOC.
- Assure availability of site connectivity 24/7 and manage Internet Service Providers, unless transport CIs are specifically added to this SOW.
- Provide Red River with all necessary information concerning all security considerations and the process Red River should follow to work within any present security policies and processes.
- Provide support for end-users such as personal computer troubleshooting and password resets
- Provide 1-U of rack space, power, cooling, and Internet connectivity for Red River's service processor.
- Customer to provide VPN for remote troubleshooting
- Customer to provide any other software and hardware licensing required for the camera system and supporting hardware.
- Customer to provide Milestone Care Plus or better support

4. PRICING BREAKDOWN

Table 5 – Base Prices

Item No.	Quantity	Description	Unit Price	Extended Price
RRMS-ST	1	Non-Recurring Setup Fee	\$2,053.00	\$2,053.00
RRMS-MR	9	Recurring Monthly Fee	\$6,783.00	\$61,047.00
RRMS-MR-SUB	9	Recurring monthly O&M Support of Milestone environment and monitoring	\$10,900.00	\$98,100.00

The monthly rate listed above is based on support for the quantity of items listed in

Table 2 - Supported Business Services and Configuration Items.

Table 6 - Incremental Fees

Item No.	Description	Unit Price
RRMS-RFC	ADDITIONAL CUSTOMER REQUEST FOR CHANGE (RFC) OVER 4 PER MONTH	\$375 PER RFC
RRMS-SUB-DSP	Onsite Dispatch Hourly Rate – T&M (min 2 hours)	\$120 per hour
RRMS-SUB-DSP	After Hours Onsite Dispatch Hourly Rate – T&M (min 2 hours)	\$180 per hour

TERMS

- Contract is for a period of 9 months in duration from December 1, 2019 through August 31, 2020.
- Non-recurring setup fee will be invoiced upon countersigning.
- Monthly rate will be invoiced at the beginning of each month prior to service.
- Incremental and pro-rated fees will be invoiced as needed, following service.
- Payment terms are Net-30 days from RED RIVER invoice date, a 5% penalty will be applied to late payments.

5. TERMINATION

Either party may terminate this SOW in the event that the other party breaches any material obligation under this SOW and fails to cure such breach within thirty (30) days after receiving written notification via certified mail, return receipt requested or by email with confirmed delivery of the particulars of such breach, or other cure period as agreed by both parties. The non-breaching party shall have the right, at its option, to terminate immediately and seek any or all remedies available at law or in equity; or the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business assets or become subject to any proceeding under a bankruptcy or insolvency law, domestic or foreign.

This Agreement and all rights and duties hereunder shall terminate upon the happening of the earliest of any of the following:

- 1.1. The bankruptcy, insolvency, reorganization under the bankruptcy laws, or assignment for the benefit of creditors by either party;
- 1.2. The sanctioning, suspension or debarment by the Government of either party;
- 1.3. The mutual consent of both parties in writing.
- 1.4. In the event the SOW is terminated as a result of Customer breach, Customer shall pay Red River, at a minimum for:
 - 1.4.1. all service provided and undisputed expenses incurred up to the effective date of termination, in accordance with the applicable SOW; PLUS
 - 1.4.2. any additional direct costs which Red River reasonably incurs, such as costs of terminating contractual obligations.

If the SOW is terminated as a result of Red River breach, no further fees incurred after the date of breach, are owed by Customer.

Red River reserves the right to continue billing for services provided after the agreement end date so long as services continue to be delivered by mutual agreement between Customer and Red River.

6. POINTS OF CONTACT

The following individuals are designated as the primary points of contacts for receipt of official notices under this Agreement:

Red River Technology LLC Compliance
21 Water Street – Suite 500
Claremont, New Hampshire 03743
compliance@redriver.com

Lamar CISD

NAME _____
ADDRESS _____
ADDRESS _____
CITY, STATE, ZIP _____
Email _____

Miscellaneous

- a) This Agreement is the entire Agreement between the parties and supersedes all prior oral or written agreements, commitments, understanding or communications with respect to the subject matter of this Agreement. This Agreement may not be modified except in writing, signed by both parties.
- b) Neither Party may assign its rights under this terms and condition without the other Party’s prior written consent, which will not be unreasonably withheld or delayed.
- c) The invalidity or unenforceability of any provision of these terms and conditions or portion of a provision shall not affect the validity or enforceability of any other provision of these terms and conditions or the remaining portion of the applicable provision.
- d) The validity, construction, scope and performance of this Agreement shall be governed by the laws of the State of New Hampshire, without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction, except as to any provisions of this Agreement which are governed by the laws of the United States of America, as to which provisions such laws of the United States shall govern.

7. APPROVAL TO PROCEED WITH SERVICE

Following receipt of signed Contract Agreement and Customer’s Purchase Order, a RED RIVER Project Manager will contact Customer to discuss next steps. RED RIVER requires a minimum of two (2) weeks’ notice to begin support from date of receipt of signed Contract Agreement and Customer’s Purchase Order. RED RIVER price quote is valid for thirty (30) days from date of this Statement of Work.

The undersigned parties understand and agree that this SOW accurately sets forth the services that RED RIVER will provide for Customer and that each signer is authorized to accept on behalf of their organization.

Red River Technology LLC

Lamar CISD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

9. APPENDIX B – SITE LIST

- Foster High School
- Fulshear High School
- George Ranch High School
- Lamar Cons. High School
- Terry High School
- Briscoe Junior High
- George Junior High
- Lamar Junior High
- Leaman Junior High
- Reading Junior High
- Navarro Middle School
- Roberts Middle School
- Ryon Middle School
- Wessendorff Middle School
- Wertheimer Middle School
- Adolphus Elementary School
- Arredondo Elementary School
- Austin Elementary School
- Beasley Elementary School
- Bentley Elementary School
- Bowie Elementary School
- Campbell Elementary School
- Carter Elementary School
- Culver Elementary School
- Dickinson Elementary School
- Frost Elementary School
- Hubenak Elementary School

- Huggins Elementary School
- Hutchison Elementary School
- Jackson Elementary School
- Lindsey Elementary School
- Long Elementary School
- McNeill Elementary School
- Meyer Elementary School
- Pink Elementary School
- Ray Elementary School
- Smith Elementary School
- Thomas Elementary School
- Travis Elementary School
- Velasquez Elementary School
- Williams Elementary School
- Segun Early Childhood Center
- Administration Building
- Transportation Building
- Annex
- 1621
- Ag Barn 1
- Ag Barn 2
- ALC
- Athletics
- Brazos Crossing (Administration Building)
- Band Road
- NOC (Development Center)
- JDC
- JJAEP
- Maintenance and Operations

- Powell Point
- Service Center
- Satellite Transportation (Fulshear)

CONSIDER APPROVAL OF NETWORK SWITCHES

RECOMMENDATION:

That the Board of Trustees approve the purchase of network switches in the amount of \$155,749 from Red River Technology LLC.

IMPACT/RATIONALE:


The District has approximately 800 network access switches that connect and power devices such as computers, printers, telephones, and wireless access points. Many of these switches are six to eight years old and failing and need to be replaced as they fail.

PROGRAM DESCRIPTION:

Red River offers these products through a DIR contract. Funds that were refunded to the District through the federal E-Rate program from 2014 technology bond expenditures will be used to fund this project.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services
David Jacobson, Chief Technology Information Officer
David Banks, Director of Network Services

Recommended for approval:



Dr. Thomas Randle
Superintendent



Red River Technology LLC

21 Water Street
 Suite 500
 CLAREMONT, NH 03743
Ph: 603-448-8880
Fax: 603-448-8844
www.redriver.com

Quote No: OP-0022483-9

Quote Date: 11/08/2019

RFQ:

Contract: TEXAS DIR - CISCO

TEXAS DIR CISCO Contract #DIR-TSO-4167

To:
LAMAR CISD
DAVID BANKS
 ,
Ph: 832-223-0215
Email: david.banks@lcsd.org

Quote Name: OP-0022483

Account Rep	Sales Support	Lead Time	Ship Via	F.O.B.	Terms
Chad Stewart chad.stewart@redriver.com 512-635-9608	John Flannery john.flannery@redriver.com 603-442-5575	30 Days ARO	GROUND SHIPPING	FOB Destination	NET 30

Line	Item	Description	QTY	Price	Ext. Price
1	C9500-16X-EDU	CISCO CATALYST 9500 16-PORT 10G, K12	1	\$10,228.00	\$10,228.00
2	CON-SNT-C950DU16	CISCO SNTC-8X5XNBD CATALYST 9500 16-PORT 10G, K12	1	\$765.00	\$765.00
3	C9500-NW-A-L-EDU	CISCO C9500 NETWORK ADVANTAGE, LOW-DENSITY LICENSE K12	1	\$3,380.00	\$3,380.00
4	S9500UK9-169	CISCO UNIVERSAL	1	\$0.00	\$0.00
5	PWR-C4-950WAC-R	CISCO 950W AC CONFIG 4 POWER SUPPLY FRONT TO BACK COOLING	1	\$0.00	\$0.00
6	PWR-C4-950WAC-R/2	CISCO 950W AC CONFIG 4 POWER SUPPLY FRONT TO BACK COOLING	1	\$1,008.00	\$1,008.00
7	CAB-TA-NA	CISCO NORTH AMERICA AC TYPE A POWER CABLE	2	\$0.00	\$0.00
8	NETWORK-PNP-LIC	CISCO NETWORK PLUG-N-PLAY LICENSE FOR ZERO-TOUCH DEVICE DEPLOYMENT	1	\$0.00	\$0.00
9	C9500-NM-2Q	CISCO CATALYST 9500 2 X 40GE NETWORK MODULE	1	\$1,968.00	\$1,968.00
10	PWR-C1-715WAC=	CISCO 715W AC CONFIG 1 POWER SUPPLY	10	\$647.00	\$6,470.00
11	CAB-TA-NA	CISCO NORTH AMERICA AC TYPE A POWER CABLE	10	\$0.00	\$0.00
12	C9300-48U-EDU	CISCO CATALYST 9300 48-PORT UPOE, K12	14	\$6,203.00	\$86,842.00
13	C9300-NW-A-48	CISCO C9300 NETWORK ADVANTAGE, 48-PORT LICENSE	14	\$0.00	\$0.00
14	S9300UK9-169	CISCO UNIVERSAL	14	\$0.00	\$0.00

D&B No: 933678708 **Cage Code:** 04MB1 **Tax ID No:** 02-0483341 **ISO 9001:2015**

Line	Item	Description	QTY	Price	Ext. Price
15	PWR-C1-1100WAC	CISCO 1100W AC CONFIG 1 POWER SUPPLY	14	\$0.00	\$0.00
16	C9300-SPS-NONE	CISCO NO SECONDARY POWER SUPPLY SELECTED	14	\$0.00	\$0.00
17	CAB-TA-NA	CISCO NORTH AMERICA AC TYPE A POWER CABLE	14	\$0.00	\$0.00
18	STACK-T1-50CM	CISCO 50CM TYPE 1 STACKING CABLE	14	\$47.00	\$658.00
19	CAB-SPWR-30CM	CISCO CATALYST STACK POWER CABLE 30 CM	14	\$45.00	\$630.00
20	NM-BLANK-T1	CISCO CISCO CATALYST TYPE 1 NETWORK MODULE BLANK	14	\$0.00	\$0.00
21	PWR-C1-BLANK	CISCO CONFIG 1 POWER SUPPLY BLANK	14	\$0.00	\$0.00
22	C9300-DNA-A-48	CISCO C9300 DNA ADVANTAGE, 48-PORT TERM LICENSES	14	\$0.00	\$0.00
23	C9300-DNA-A-48-5Y	CISCO C9300 DNA ADVANTAGE, 48-PORT, 5 YEAR TERM LICENSE	14	\$2,951.00	\$41,314.00
24	PI-LFAS-T	CISCO PRIME INFRASTRUCTURE LIFECYCLE & ASSURANCE TERM - SMART LIC	14	\$0.00	\$0.00
25	PI-LFAS-AP-T-5Y	CISCO PI DEV LIC FOR LIFECYCLE & ASSURANCE TERM 5Y	14	\$0.00	\$0.00
26	C9300-NM-NONE	CISCO NO NETWORK MODULE SELECTED	14	\$0.00	\$0.00
27	NETWORK-PNP-LIC	CISCO NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	14	\$0.00	\$0.00
28	C9300-NM-8X=	CISCO CATALYST 9300 8 X 10GE NETWORK MODULE, SPARE	2	\$1,243.00	\$2,486.00
29	TRN-CLC-000	CISCO 10 TRAINING CREDIT. EXPIRES IN 1 YR.	10	\$0.00	\$0.00
TOTAL:					\$155,749.00

*** Attention Contracting *** Domestic Orders placed against this quote may be subject to state sales tax unless your organization's tax exemption certificate for the appropriate state(s) is included in your order.

This quote is provided IAW FAR Part 13, 14, or 15.

This quote is valid for 30 days unless otherwise noted within this quote.

REMIT TO:

Red River Technology LLC
PO Box 780924
Philadelphia, PA 19178-0924

We welcome your feedback.

Please complete our Customer Survey:

<http://www.redriver.com/customer-survey>

Terms and Conditions

Thank you for choosing to work with Red River Technology LLC (Red River).

These terms and conditions apply to any order resulting from this quote except to the extent of any conflict with any applicable customer-specific contract (including without limitation any government indefinite-delivery/indefinite-quantity contract) or applicable law. In the event of such a conflict, the contract or applicable law shall supersede and take precedence over these terms and conditions.

Quotations are considered all or nothing unless otherwise specified. Please contact us if you would like to procure only a portion of the products or services identified in this quotation.

This quote is intended for the use of the person or entity to whom it is addressed and contains information that is privileged and confidential and may be protected from disclosure under applicable law. If you are not the intended recipient, your use of this message for any purpose is strictly prohibited. If you have received this quote in error, please notify the sender so that we may correct our records.

By soliciting and accepting this quote, the intended recipient of this quote agrees not to disclose its content to any third party, including without limitation any other vendors, and agrees not to use this quote for any purpose other than determining whether to purchase the quoted goods or services from Red River. You agree that Red River shall be entitled to seek a court order enjoining any violation of this obligation in addition to other remedies afforded under law for any violation.

All purchases are subject to credit approval.

Red River may invoice for hardware/software products and licensing upon proof of delivery. Invoicing for services will be based on Period of Performance (POP) start date, milestone completion, or as otherwise agreed upon in an agreed-upon Statement of Work (SOW).

All returns are subject to pre-approval and must have an RMA (Return Merchandise Authorization) number issued by Red River. Return approval may be based on the policies of the manufacturers whose products we provide. Generally, unopened products in 100% re-sellable condition may be returned within 30 days. Please take note that most manufacturers do not permit the return of products that have been opened, custom built or otherwise preconfigured. Some manufacturers do not allow returns for any reason. Please check with your sales representative for specific manufacturer return guidelines. Failure to return a product within the applicable return period will be deemed to be an acceptance of the product.

Red River does not separately warrant the products of the manufacturers we carry and disclaims all warranties except as otherwise agreed in writing between you and Red River.

Red River will honor the pricing in this quotation for a period of 30 days pending manufacturer or distributor price increase or discontinuance, unless otherwise noted within this quote.

Shipments of information technology products to California may require additional charges to cover CA state environmental fees, for which the customer will be responsible.

Any dispute arising out of or relating to this quotation or a resulting order will be resolved exclusively in a court of competent jurisdiction in the State of New Hampshire. The customer will be responsible for all legal costs and other third-party collection fees associated with Red River's efforts to collect non-payment of invoices. This paragraph does not apply to government customers.

Orders may be subject to state or local taxes without the provision of reseller, or valid tax exemption certificates.

These terms and conditions are subject to change prior to issuance of any order.

Additional shipping charges may apply when OCONUS, expedited, or heavy-weight shipments or any non-standard shipping arrangements are requested and/or required for order fulfillment.

Any Trade Agreements Act (TAA) information in this quote is based solely on data from the applicable manufacturer/supplier source.

TAA is determined at time of quote. NC=Non-TAA compliant, C=Compliant, NA=TAA Not Applicable

Red River will communicate changes in TAA status impacting customer requirements promptly upon being informed of such changes by the manufacturer/supplier source.

INFORMATION ITEM: PREKINDERGARTEN UPDATE

Update on the solicitation of prekindergarten partnerships to assist with the implementation of full-day Pre-K required by HB3 legislation.

- 7 Early Childhood Learning Centers turned in proposals by October 25, 2019
- 3 located on the north side of LCISD near 99 and Westpark Tollway
- 3 in the southern area of LCISD near 59 and Highway 36
- Site visits have been scheduled for Tuesday, December 3, 2019

LCISD Rollout Plan Presented in August of 2019

November 19, 2019

- Board Informational Item to update on Early Learning Center Proposals

December 2019 (Goal)

- Action Item approving MOU's with Early Learning Centers

January 2020 (Goal)

- Work with elementary schools and identified Early Learning Centers to provide opportunities for high quality full-day PreK
- Apply for one-year exemption from the state with intention of implementing full-day PreK district wide in 2020-2021

June 2019 – August 2020

- Budgeting – furniture, supplies, technology and specialized training
- Preparation for space utilization; review 18.19 Facilities Assessment
- Staffing – teacher and para recruitment – general education PreK, ESL, Bilingual and Special Education
- Review ARD's for special education PreK staffing
- Plan specialized training and space utilization throughout district
- Refine required Family Engagement Plan of district-wide full-day PreK
- Planning for PreK implementation for specials rotations – PE, art, music, library
- Develop community outreach plan to inform families about PreK programming and recruit eligible students

Resource Persons: Dr. Terri Mossige, Chief Academic Officer
Tiffany Mathis, Executive Director of Special Education
Katie Marchena-Roldan, Executive Director of Teaching and Learning
Gloria Stewart, Director of Accelerated Language Programs
Diane Parks, Assistant Superintendent of Secondary Education

INFORMATION ITEM: BOARD POLICIES - FIRST READING

The following local policies are attached for review:

- Localized Policy Manual Update 113

Local policies are customized to provide a procedure or guidelines to enforce the legal policies and district guidelines.

Resource Person: Dr. Thomas Randle, Superintendent

Instruction Sheet

TASB Localized Policy Manual Update 113

Lamar CISD

Code	Type	Action To Be Taken	Note
AIA	(LEGAL)	Replace policy	Revised policy
AIB	(LEGAL)	Replace policy	Revised policy
AIC	(LEGAL)	Replace policy	Revised policy
AID	(LEGAL)	Replace policy	Revised policy
BBBA	(LEGAL)	Replace policy	Revised policy
BBBD	(LEGAL)	Replace policy	Revised policy
BBE	(LEGAL)	Replace policy	Revised policy
BBE	(LOCAL)	Replace policy	Revised policy
BDD	(LOCAL)	Replace policy	Revised policy
BDF	(LEGAL)	Replace policy	Revised policy
BF	(LEGAL)	Replace policy	Revised policy
BJCD	(LEGAL)	Replace policy	Revised policy
BJCD	(LOCAL)	Replace policy	Revised policy
CBB	(LEGAL)	Replace policy	Revised policy
CDA	(LEGAL)	Replace policy	Revised policy
CDB	(LEGAL)	Replace policy	Revised policy
CDH	(LEGAL)	Replace policy	Revised policy
CFEA	(LEGAL)	Replace policy	Revised policy
CG	(LEGAL)	DELETE policy	See explanatory note
CI	(LOCAL)	Replace policy	Revised policy
CNC	(LEGAL)	Replace policy	Revised policy
CO	(LOCAL)	Replace policy	Revised policy
COA	(LEGAL)	Replace policy	Revised policy
COA	(LOCAL)	ADD policy	See explanatory note
COB	(LEGAL)	Replace policy	Revised policy
COB	(LOCAL)	ADD policy	See explanatory note
CPC	(LEGAL)	Replace policy	Revised policy
CR	(LEGAL)	Replace policy	Revised policy
CRB	(LOCAL)	DELETE policy	See explanatory note
CRF	(LEGAL)	Replace policy	Revised policy
DEC	(LEGAL)	Replace policy	Revised policy
DFE	(LEGAL)	Replace policy	Revised policy
E	(LEGAL)	Replace table of contents	Revised table of contents
ED	(LOCAL)	DELETE policy	See explanatory note

Instruction Sheet
TASB Localized Policy Manual Update 113

Lamar CISD

Code	Type	Action To Be Taken	Note
EFC	(LOCAL)	DELETE policy	See explanatory note
EHBAF	(LEGAL)	Replace policy	Revised policy
EHBAF	(LOCAL)	Replace policy	Revised policy
EHBF	(LEGAL)	Replace policy	Revised policy
EHBI	(LEGAL)	Replace policy	Revised policy
EHBL	(LOCAL)	DELETE policy	See explanatory note
EKB	(LEGAL)	Replace policy	Revised policy
ELA	(LEGAL)	Replace policy	Revised policy
F	(LEGAL)	Replace table of contents	Revised table of contents
FFG	(LEGAL)	Replace policy	Revised policy
FNF	(LEGAL)	Replace policy	Revised policy
FNF	(LOCAL)	Replace policy	Revised policy
FOA	(LEGAL)	Replace policy	Revised policy
FODA	(LEGAL)	Replace policy	Revised policy
FOF	(LEGAL)	Replace policy	Revised policy

Board Authority

The Board has final authority to determine and interpret the policies that govern the schools and, subject to the mandates and limits imposed by state and federal authorities, has complete and full control of the District. Board action shall be taken only in meetings that comply with the Open Meetings Act. [See BE(LEGAL)]

**Transacting
Business**

When a proposal is presented to the Board, the Board shall hold a discussion and reach a decision. Although there may be dissenting votes, which are a matter of public record, each Board decision shall be an action by the whole Board binding upon each member.

**Individual Authority
for Committing the
Board**

Board members as individuals shall not exercise authority over the District, its property, or its employees. Except for appropriate duties and functions of the Board President, an individual member may act on behalf of the Board only with the express authorization of the Board. Without such authorization, no individual member may commit the Board on any issue. [See BDAA]

**Individual Access to
Information**

An individual Board member, acting in his or her official capacity, shall have the right to seek information pertaining to District fiscal affairs, business transactions, governance, and personnel matters, including information that properly may be withheld from members of the public in accordance with the Public Information Chapter of the Government Code. [See GBA]

Limitations

If a Board member is not acting in his or her official capacity, the Board member has no greater right to District records than a member of the public.

An individual Board member shall not have access to confidential student records unless the member is acting in his or her official capacity and has a legitimate educational interest in the records in accordance with policy FL.

A Board member who is denied access to a record under this provision may ask the Board to determine whether the record should be provided or may file a request under the Public Information Act. [See GBAA]

**Requests for
Records**

An individual Board member shall seek access to records or request copies of records from the Superintendent or other designated custodian of records, who shall respond within the time frames required by law. When a custodian of records other than the Superintendent provides access to records or copies of records to an individual Board member, the provider shall inform the Superintendent of the records provided.

In accordance with law, the District shall track and report any requests under this provision, including the cost of responding to one

BOARD MEMBERS
AUTHORITY

BBE
(LOCAL)

or more requests by any individual Board member for 200 or more pages of material in a 90-day period.

Requests for
Reports

No individual Board member shall direct or require District employees to prepare reports derived from an analysis of information in existing District records or to create a new record compiled from information in existing District records. Directives to the Superintendent or other custodian of records regarding the preparation of reports shall be by Board action.

Confidentiality

At the time a Board member is provided access to confidential records or to reports compiled from such records, the Superintendent or other District employee shall advise the Board member of the responsibility to comply with confidentiality requirements.

**Referring
Complaints**

If employees, parents, students, or other members of the public bring concerns or complaints to an individual Board member, he or she shall refer them to the Superintendent or another appropriate administrator, who shall proceed according to the applicable complaint policy. [See (LOCAL) policies at DGBA, FNG, and GF]

When the concern or complaint directly pertains to the Board's own actions or policy, for which there is no administrative remedy, the Board member may request that the issue be placed on the agenda.

**Visits to District
Facilities**

A Board member shall adhere to any posted requirements for visitors to first report to the main office of a District facility, including a school campus. Visits during the school or business day shall not be permitted if their duration or frequency interferes with the delivery of instruction or District operations. [See also GKC]

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The Board has final authority to determine and interpret the policies that govern the schools and, subject to the mandates and limits imposed by state and federal authorities, has complete and full control of the District. Board action shall be taken only in meetings that comply with the Open Meetings Act. [See BE(LEGAL)]

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Confidentiality

At the time a Board member is provided access to ~~confidential~~ records or ~~te~~-reports that are confidential or otherwise not subject to public disclosure [see GBA], compiled from such records, the Superintendent or other District employee shall advise the Board member of the responsibility to comply with confidentiality requirements and the District's information security controls.

Referring
Complaints

If employees, parents, students, or other members of the public bring concerns or complaints to an individual Board member, he or she shall refer them to the Superintendent or another appropriate administrator, who shall proceed according to the applicable complaint policy. [See (LOCAL) policies at DGBA, FNG, and GF]

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A Board member shall adhere to any posted requirements for visitors to first report to the main office of a District facility, including a school campus. Visits during the school or business day shall not be permitted if their duration or frequency interferes with the delivery of instruction or District operations. [See also GKC]

The Board shall retain an attorney or attorneys, as necessary, to serve as the District's legal counsel and representatives in matters requiring legal services. Services to be performed and reasonable compensation to be paid by the Board shall be set forth in a written contract between the Board and the attorney or attorneys.

In accordance with the written contract, individual Board members shall channel legal inquiries through the Superintendent, Board President, or Board's designee, as appropriate, when seeking advice or information from the District's legal counsel.

Staff shall submit requests for legal advice from the District's legal counsel through the Superintendent or designee.

Upon request of the Board or when deemed necessary by the Superintendent, the Superintendent shall report advice from legal counsel.

The Board shall retain an attorney or attorneys, as necessary, to serve as the District's legal counsel and ~~representative~~representatives in matters requiring legal services. Services to be performed and reasonable ~~fees and expenses~~compensation to be paid by the ~~District~~Board shall be set forth in ~~writing~~written contract between the Board and the attorney or attorneys.

~~Individual~~In accordance with the written contract, individual Board members shall channel legal inquiries through the Superintendent, Board President, or Board's designee, as appropriate, when seeking advice or information from the District's legal counsel.

~~A staff request~~Staff shall submit requests for legal advice from the District's legal counsel must be submitted through the Superintendent ~~or designee~~.

Advice from legal counsel shall be reported to the Board upon~~Upon~~ request of the Board or when deemed necessary by the Superintendent, Board President, or Board's designee~~, the Superintendent shall report advice from legal counsel.~~

**SUPERINTENDENT
EVALUATION**

BJCD
(LOCAL)

**Evaluation
Instrument**

The instrument used to evaluate the Superintendent shall be based on the Superintendent's job description [see BJA(LOCAL)] and performance goals and shall be adopted by the Board.

Written Evaluation

The Board shall prepare a written evaluation of the Superintendent at annual or more frequent intervals.

The Board shall furnish the Superintendent with a copy of the completed evaluation and shall discuss its conclusions with the Superintendent in closed meeting.

Objectives

The Board shall strive to accomplish the following objectives in conducting the Superintendent's written evaluation:

1. Clarify to the Superintendent his or her role, as seen by the Board.
2. Clarify to Board members the Superintendent's role, according to the Board's written criteria, as expressed in the Superintendent's job description and the District's goals and objectives.
3. Foster an early understanding among new Board members of the evaluation process and the Superintendent's current performance objectives and priorities.
4. Develop and sustain a harmonious working relationship between the Board and the Superintendent.
5. Ensure administrative leadership for excellence in the District.

Informal Evaluation

The Board may at any time conduct and communicate oral evaluations to augment its written evaluations.

**Evaluation
Instrument**

~~The instrument used to evaluate the Superintendent shall be based on the Superintendent's job description [see BJA(LOCAL)] and performance goals and shall be adopted by the Board.~~

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The Board shall prepare a written evaluation of the Superintendent at annual or more frequent intervals.

The Board shall furnish the Superintendent with a copy of the completed evaluation and shall discuss its conclusions with the Superintendent in a closed meeting, unless the Superintendent requests that the discussion be open.

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- ~~5. Ensure administrative leadership for excellence in the District.~~

Informal Evaluation

The Board may at any time conduct and communicate oral evaluations to augment its written evaluations.

SCHOOL PROPERTIES DISPOSAL

CI
(LOCAL)

The Superintendent or designee is authorized to declare District materials, equipment, and supplies to be unnecessary and shall dispose of unnecessary materials, equipment, and supplies for fair market value. If the unnecessary property has no value, the Superintendent or designee may dispose of such property according to administrative discretion.

Items obtained as federal surplus shall be managed according to federal regulations.

SCHOOL PROPERTIES DISPOSAL

CI
(LOCAL)

The ~~Superintendent~~Superintendent or designee is authorized to declare District materials, equipment, personal property such as vehicles, and supplies to be unnecessary and shall dispose of unnecessary materials, equipment, personal property such as vehicles, and supplies for fair market value. If the unnecessary property has no value, the ~~Superintendent~~Superintendent or designee may dispose of such property according to administrative discretion.

Instructional materials shall be disposed of in accordance with law. [See CMD(LEGAL)]

Property~~Items~~ obtained with federal funds or as federal surplus shall be managed in accordance with~~according to~~ federal law~~regulations~~.

FOOD AND NUTRITION MANAGEMENT

**CO
(LOCAL)**

Food Donations

The Superintendent shall be authorized to develop regulations for campuses to donate food in accordance with law.

Meal Charges

State Law

As established by the Board, a student with an exhausted or insufficient balance on his or her meal card or meal account shall be allowed to continue to purchase meals for up to a total of \$15 and up to five courtesy meals. The Superintendent shall develop administrative regulations for this grace period to address:

1. The District's processes for parent notification during the grace period, including a schedule for repayment; and
2. Whether the student will be limited to certain foods or beverages during this grace period, and, if so, the District's efforts to minimize overt identification of the student.

No fees or interest shall be charged by the District for meals purchased during the grace period.

Federal Law

For each campus that participates in the federal school breakfast or lunch programs under which students may incur a meal charge, the District's administrative regulations shall also address procedures for a student who has insufficient funds to purchase a meal following exhaustion of the grace period described above. The procedures shall address:

1. The parameters under which reimbursable or alternate meals shall be served to the student;
2. The District's efforts to minimize overt identification of the student; and
3. How the District will attempt to collect unpaid debt in order to maintain the financial integrity of the food service account.

Food
~~Donation~~
~~Donations~~

The Superintendent shall be authorized to develop regulations for ~~the District~~campuses to donate or otherwise dispose of leftover food in accordance with law.

Meal Charges
State Law

As established by the Board, a student with an exhausted or insufficient balance on his or her meal card or meal account shall be allowed to continue to purchase ~~meals for up to~~ meals for up to a total of \$15 and up to five courtesy meals. The Superintendent shall develop administrative regulations for this grace period to address:

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1. The parameters under which ~~reimbursable or alternate~~ meals shall be served to the student;
2. The District's efforts to minimize overt identification of the student; and
3. How the District will attempt to collect unpaid debt in order to maintain the financial integrity of the food service account.

FOOD AND NUTRITION MANAGEMENT
PROCUREMENT

COA
(LOCAL)

Procurement

The Superintendent shall oversee the use of federal child nutrition funds to procure appropriate goods and services necessary for providing food service to students and shall develop and enforce financial management systems, internal control procedures, procurement procedures, and other administrative procedures as needed to comply with all state and federal requirements for use of these funds.

[See CO(LEGAL) and COA(LEGAL)]

Geographic Preference

The Board delegates to the Superintendent the authority to determine whether the District will apply a geographic preference when procuring unprocessed, locally grown or locally raised agricultural products and to:

1. Specify the types of products for which any geographic preference will be applied; and
2. Define the geographic area to be preferred for each applicable product.

FOOD AND NUTRITION MANAGEMENT
FREE AND REDUCED-PRICE MEALS

COB
(LOCAL)

**Community
Eligibility Provision**

With funds from the federal community eligibility provision (CEP), the District shall provide regular meal service to students at no cost, as authorized by the U.S. Department of Agriculture (USDA). [See COB(LEGAL)]

Eligibility Appeals

The District shall provide a hearing process in compliance with USDA requirements for disputes about a student's eligibility for free or reduced-price meal programs. A parent or student may appeal the decision of the hearing official in accordance with FNG(LOCAL).

**Civil Rights
Complaints**

A person alleging discrimination in school meal programs based on race, color, national origin, sex, age, or disability shall be informed of the procedures and right to file a complaint with the Texas Department of Agriculture (TDA) Food and Nutrition office and the USDA. Complaints received by District personnel shall be forwarded to TDA.

**INSURANCE AND ANNUITIES MANAGEMENT
LIABILITY INSURANCE**

**CRB
(LOCAL)**

**Trustees and
Employees**

The District shall purchase insurance as provided in CRB(LEGAL) to fund the cost of litigation to protect the District, its employees, and Trustees who are exposed to individual liability by virtue of their official duties. [See CRB(LEGAL)]

Tort Claims

In addition, the District shall purchase insurance to protect the District and employees from liability under the Tort Claims Act. [See CRB(LEGAL)]

ORGANIZATION OF INSTRUCTION

ED
(LOCAL)

The District schools shall be organized as follows:

1. Grades PK–5: Elementary.
2. Grade 6: Middle school.
3. Grades 7–8: Junior high school.
4. Grades 9–12: High school.

INSTRUCTIONAL RESOURCES
COMMUNITY INSTRUCTIONAL RESOURCES

EFC
(LOCAL)

The Board encourages curriculum enrichment through the use of community resource persons. Persons outside the school who are able to contribute to student education because of special knowledge or talents may be invited to address student groups. The limitations imposed by the necessity to schedule the regular instructional program shall be considered when arranging for speakers.

Use of outside personnel and resources shall be governed by regulations approved by the Superintendent. The principal shall give prior approval for visits and presentations from people in the community.

Note: Unless otherwise noted, the terms "video recording," "video surveillance," and "video monitoring" shall also include any associated audio recordings. In addition, the term "classroom" shall also include other special education settings subject to video and audio recording required by law.

To promote student safety, the District shall comply with requests for video and audio monitoring of certain self-contained special education classrooms as required by law. Regular or continual monitoring of video recordings shall be prohibited. Video recordings shall not be used for teacher evaluation or monitoring or for any purpose other than the promotion of student safety.

The Superintendent is responsible for coordinating the provision of equipment to campuses in compliance with the law.

The Superintendent shall ensure that administrative regulations are developed to implement this policy.

Requests

For Following Year

A parent of a student receiving special education services and whose placement for the following school year will be in a self-contained classroom eligible for video surveillance may request that a video camera be placed in the classroom by the end of the current school year or by the tenth business day after the student's admission, review, and dismissal (ARD) committee determines the student's placement, whichever is later. If such a request is made, the campus shall begin operation of the camera by the deadlines in law.

For Current Year

Written requests from a parent, assistant principal, principal, staff member, or the Board shall be submitted and processed in accordance with the procedures in law.

Response

As required by law, the District shall provide a response to the requestor not later than the seventh business day after receipt of the request.

Notice

Before a camera is activated, the principal shall provide advance written notice to staff on the campus and to parents of the students assigned to or engaging in school activities in the classroom that video and audio surveillance will be conducted in the classroom.

Installation and Operation

The classroom subject to the request shall begin operation of video surveillance not later than the time frames required in law, except when the District is granted an extension of time.

When the District has installed video cameras in a classroom as required by law, the District shall operate the cameras during the

instructional day at all times when students are in the classroom. For purposes of this policy, the instructional day shall be defined as the portion of a school day during which instruction is taking place in the classroom.

For the school year in which a campus receives a request for video and audio surveillance, the campus shall continue to operate and maintain any video cameras placed in the classroom for as long as the classroom continues to satisfy the requirements in Education Code 29.022(a). However, the campus may discontinue operation of the video camera during the year if the requestor withdraws the request in writing and no request is submitted to continue the surveillance.

Video cameras must be capable of recording video and audio of all areas of the classroom, including a room attached to the classroom used for time out as defined by law. No visual monitoring, other than incidental coverage, shall be conducted of the inside of a bathroom or other area used for toileting or diapering a student or removing or changing a student's clothes.

The District may post notice at the entrance to a classroom in which video cameras are placed stating that video and audio surveillance is conducted in that classroom.

Retention of Recordings

Video recordings shall be retained for at least three months after the date of the recording but may be retained for a longer period in accordance with the District's records management program, or as required by law. [See CPC]

Confidentiality of Recordings

Video recordings made in accordance with this policy shall be confidential and shall only be accessed or viewed by the individuals and in the limited circumstances permitted by law. The following individuals shall have authority to view video recordings to the extent permitted by the Family Educational Rights and Privacy Act (FERPA):

1. A District employee or a parent of a student who is involved in an alleged incident documented by a recording and reported to the District;
2. Appropriate Department of Family and Protective Services (DFPS) personnel as part of an investigation of alleged abuse or neglect of a child;
3. A peace officer, school nurse, District administrator trained in de-escalation and restraint techniques, or human resource staff member in response to a report of an alleged incident or an investigation of an employee or a report of alleged abuse committed by a student; and

4. Appropriate TEA or State Board for Educator Certification personnel or their agents as part of an investigation.

For purposes of this policy, the term "human resource staff member" shall include the Superintendent, a principal, an assistant principal or other campus administrator, and any supervisory position within the District's human resources office. If an individual listed in items 2 through 4 above believes that a recording shows a violation of District policy or campus procedures, the individual may allow access to the recording by appropriate legal and human resources personnel designated by the District for the purpose of determining whether a policy or procedure has been violated.

Any person who suspects that child abuse or neglect has occurred shall report this suspicion as required by law and District policy.
[See FFG]

Reporting an Incident

A person alleging that an incident, as defined by law, has occurred in a classroom in which video surveillance is conducted shall file a report on the form provided by the District with the principal as soon as possible after the person suspects the alleged incident. If possible, an incident report form shall be filed within 48 hours of the facts giving rise to the allegation. The principal shall promptly view, or direct an authorized individual to view, the video surveillance footage to identify the relevant portion of the recording. No later than ten District business days after the report is filed, the principal or designee shall respond by notifying the person whether the alleged incident was recorded in the District's video surveillance footage and shall initiate other steps as required by law, District policy, or local procedures.

Complaints

Complaints related to video and audio recordings under this policy shall be filed in accordance with DGBA, FNG, or GF, as applicable. A complainant who is dissatisfied with the outcome of the District's complaint process may appeal in writing to the commissioner of education in accordance with Education Code 7.057, including requesting an expedited review.

Note: Unless otherwise noted, the terms "video recording," "video surveillance," and "video monitoring" shall also include any associated audio recordings. In addition, the term "classroom" shall also include other special education settings subject to video and audio recording required by law.

To promote student safety, the District shall comply with requests for video and audio monitoring of certain self-contained special education classrooms as required by law. Regular or continual monitoring of video recordings shall be prohibited. Video recordings shall not be used for teacher evaluation or monitoring or for any purpose other than the promotion of student safety.

The Superintendent~~The Superintendent~~ is responsible for coordinating the provision of equipment to campuses in compliance with the law.

The Superintendent shall ensure that administrative regulations are developed to implement this policy.

Requests

For Following Year

A parent of a student receiving special education services and whose placement for the following school year will be in a self-contained classroom eligible for video surveillance may request in writing that a video camera be placed in the classroom by the end of the current school year or by the tenth business day after the student's admission, review, and dismissal (ARD) committee determines the student's placement, whichever is later. If such a request is made, the campus shall begin operation of the camera by the deadlines in law.

For Current Year

Written requests from a parent, assistant principal, principal, staff member, or the Board shall be submitted and processed in accordance with the procedures in law.

Response

As required by law, the District shall provide a response to the requester~~requester~~ not later than the seventh business day after receipt of the request.

Notice

Before a camera is activated, the principal shall provide advance written notice to staff on the campus and to parents of the students assigned to or engaging in school activities in the classroom that video and audio surveillance will be conducted in the classroom.

Installation and Operation

The classroom subject to the request shall begin operation of video surveillance not later than the time frames required in law, except when the District is granted an extension of time.

When the District has installed video cameras in a classroom as required by law, the District shall operate the cameras during the instructional day at all times when one or more students are in the classroom. For purposes of this policy, the instructional day shall be defined as the portion of a school day during which instruction is taking place in the classroom.

For the school year in which a campus receives a request for video and audio surveillance, the campus shall continue to operate and maintain any video cameras placed in the classroom for as long as the classroom continues to satisfy the requirements in Education Code 29.022(a). However, the campus may discontinue operation of the video camera during the year if the ~~requester~~ requester withdraws the request in writing and no request is submitted to continue the surveillance. Before a camera is deactivated, the principal shall provide advance written notice to staff on the campus and to parents of the students assigned to or engaging in school activities in the classroom that video and audio surveillance will be discontinued in the classroom and of the opportunity to request continued video and audio surveillance.

Video cameras must be capable of recording video and audio of all areas of the classroom, including a room attached to the classroom used for time out as defined by law. No visual monitoring, other than incidental coverage, shall be conducted of the inside of a bathroom or other area used for ~~toileting or diapering a student or removing or~~ changing a student's clothes.

The District may post notice at the entrance to a classroom in which video cameras are placed stating that video and audio surveillance is conducted in that classroom.

Retention of Recordings

Video recordings shall be retained for at least three months after the date of the recording but may be retained for a longer period in accordance with the District's records management program, or as required by law. [See CPC]

Confidentiality of Recordings

Video recordings made in accordance with this policy shall be confidential and shall only be ~~released~~ accessed or viewed by the individuals and in the limited circumstances permitted by law. The following individuals shall have authority to view video recordings to the extent permitted by the Family Educational Rights and Privacy Act (FERPA):

1. A District employee or a parent of a student who is involved in an alleged incident documented by a recording and reported to the District;

2. Appropriate Department of Family and Protective Services (DFPS) personnel as part of an investigation of alleged abuse or neglect of a child;
3. A peace officer, school nurse, District administrator trained in de-escalation and restraint techniques, or human resource staff member in response to a report of an alleged incident or an investigation of an employee or a report of alleged abuse committed by a student; and
4. Appropriate [Texas Education Agency TEA](#) or State Board for Educator Certification personnel or their agents as part of an investigation.

For purposes of this policy, the term "human resource staff member" shall include the Superintendent, a principal, an assistant principal or other campus administrator, and any supervisory position within the District's human resources office. If an individual listed in items ~~2 through 4~~, above, believes that a recording shows a violation of District policy or campus procedures, the individual may allow access to the recording by appropriate legal and human resources personnel designated by the District for the purpose of determining whether a policy or procedure has been violated.

Any person who suspects that child abuse or neglect has occurred shall report this suspicion as required by law and District policy. [See FFG]

Reporting an Incident

A person alleging that an incident, as defined by law, has occurred in a classroom in which video surveillance is conducted shall file a report on the form provided by the District with the principal as soon as possible after the person suspects the alleged incident. If possible, an incident report form shall be filed within 48 hours of the facts giving rise to the allegation. The principal shall promptly view, or direct an authorized individual to view, the video surveillance footage to identify the relevant portion of the recording. ~~No later than ten District business days~~ [No later than ten District business days](#) after the report is filed, the principal or designee shall respond by notifying the person whether the alleged incident was recorded in the District's video surveillance footage and shall initiate other steps as required by law, District policy, or local procedures.

Complaints

Complaints related to video and audio recordings under this policy shall be filed in accordance with DGBA, FNG, or GF, as applicable. A complainant who is dissatisfied with the outcome of the District's complaint process may appeal in writing to the commissioner of education in accordance with Education Code 7.057 [and 19 Administrative Code 103.1303](#). [A parent, staff member, or District ad-](#)

ministrator may request an expedited review in accordance with
19 Administrative Code 103.1303.

~~, including requesting an expedited review.~~

DELETE

SPECIAL PROGRAMS
HIGH SCHOOL EQUIVALENCY

EHBL
(LOCAL)

GED Test Center

An official General Educational Development testing center shall be located at one or more District high schools. In accordance with State Board rules, the District shall maintain test records permanently and provide storage for restricted test materials and a suitable place for administering the test. A certified counselor shall serve as chief examiner. Annually the Superintendent or chief examiner shall report to the Board concerning the center, including the number of tests administered and the fees received for administering the test.

**STUDENT RIGHTS AND RESPONSIBILITIES
INTERROGATIONS AND SEARCHES**

**FNF
(LOCAL)**

Interrogations

By School Officials

Administrators, teachers, and other professional personnel may question a student regarding the student's own conduct or the conduct of other students. In the context of school discipline, students have no claim to the right not to incriminate themselves.

By Police or Other
Authorities

For provisions pertaining to student questioning by law enforcement officials or other lawful authorities, see GRA(LOCAL).

**Lockers and
Vehicles**

Students have full responsibility for the security of their lockers, and for vehicles parked on school property. It is the student's responsibility to ensure that lockers and vehicles are locked and that the keys and combinations are not given to others. Students shall not place, keep, or maintain any article or material that is forbidden by District policy in lockers or in vehicles parked on school property.

School officials may search lockers or vehicles parked on school property if there is reasonable cause to believe that they contain articles or materials prohibited by District policy. Students shall be responsible for any prohibited items found in their lockers or in vehicles parked on school property.

If a vehicle subject to search is locked, the student shall be asked to unlock the vehicle. If the student refuses, the District shall contact the student's parents. If the parents also refuse to permit a search of the vehicle, the District may turn the matter over to local law enforcement officials.

Use of Trained Dogs

The District shall use specially trained nonaggressive dogs to sniff out and alert officials to the current presence of concealed prohibited items, illicit substances defined in FNCF(LEGAL), and alcohol. This program is implemented in response to drug- and alcohol-related problems in District schools, with the objective of maintaining a safe school environment conducive to education.

Such visits to schools shall be unannounced. The dogs shall be used to sniff vacant classrooms, vacant common areas, the areas around student lockers, and the areas around vehicles parked on school property. The dogs shall not be used with students. If a dog alerts to a locker, a vehicle, or an item in a classroom, it may be searched by school officials. Searches of vehicles shall be conducted as described above.

Notice

At the beginning of the school year, the District shall inform students of the District's policy on searches, as outlined above, and shall specifically notify students that:

1. Lockers may be sniffed by trained dogs at any time.

STUDENT RIGHTS AND RESPONSIBILITIES
INTERROGATIONS AND SEARCHES

FNF
(LOCAL)

2. Vehicles parked on school property may be sniffed by trained dogs at any time.
3. Classrooms and other common areas may be sniffed by trained dogs at any time when students are not present.
4. If contraband of any kind is found, the possessing student shall be subject to appropriate disciplinary action in accordance with the Student Code of Conduct.

Parent Notification

The student's parent or guardian shall be notified if any prohibited articles or materials are found in a student's locker, in a student's vehicle parked on school property, or on the student's person, as a result of a search conducted in accordance with this policy.

STUDENT RIGHTS AND RESPONSIBILITIES
INVESTIGATIONS~~INTERROGATIONS~~ AND SEARCHES

FNF
(LOCAL)

Questioning
Students

Interrogations

By School Officials

By Police or Other
Authorities

~~Administrators, teachers, and other professional personnel~~District officials may question a student regarding the student's own conduct or the conduct of other students. In the context of school discipline, students may not refuse to answer questions based on~~have no claim to the~~ right not to incriminate themselves.

For provisions pertaining to student questioning by law enforcement officials or other state or local governmental~~lawful~~ authorities, see GRA(LOCAL).

District Property

Lockers and
Vehicles

~~Students have full responsibility for the security of their Desks, lockers, District-provided technology, and similar items are theand for vehicles parked on school property of the District and .It is the student's responsibility to ensure that lockers and vehicles are locked and that the keys and combinations are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice. Students have no expectation of privacy in District property,not given to others. Students shall be fully responsible for the security and contents of District property assigned to them. No student shallnot place or; keep in a desk, locker, District-provided technology, or similar item ,or maintain any article or material that is forbidden by District policy in lockers or in vehicles parked on school property.~~

~~School officials may search lockers or vehicles parked on school property if there is reasonable cause to believe that they contain articles or materials prohibited by law, District policy, or the Student Code of Conduct. Students shall be responsible for any prohibited itemitems found in Districttheir lockers or in vehicles parked on school property,provided to the student.~~

Searches in General

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and District policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner.

District officials may initiate a search in accordance with law, including, for example, based on reasonable suspicion, voluntary consent, or pursuant to District policy providing for suspicionless security procedures, including the use of metal detectors.

In accordance with the Student Code of Conduct, students are responsible for prohibited items found in their possession, including items in their personal belongings or in vehicles parked on District property.

Reasonable-
Suspicion Searches

Searches should be reasonable at their inception and in scope. If there is reasonable suspicion to believe that searching a student's person, belongings, or vehicle will reveal evidence of a violation of

STUDENT RIGHTS AND RESPONSIBILITIES
INVESTIGATIONS, INTERROGATIONS AND SEARCHES

FNF
(LOCAL)

Suspicionless
Searches

the Student Code of Conduct, a District official may conduct a search in accordance with law and District regulations.

For purposes of this policy, a suspicionless search is a search carried out based on lawful security procedures, such as metal detector searches.

Metal Detector
Searches

In order to maintain a safe and disciplined learning environment, the District reserves the right to subject students to metal detector searches when entering a District campus and at off-campus, school-sponsored activities.

~~If a vehicle subject to search is locked, the student shall be asked to unlock the vehicle. If the student refuses, the District shall contact the student's parents. If the parents also refuse to permit a search of the vehicle, the District may turn the matter over to local law enforcement officials.~~

Use of Trained Dogs

~~The District reserves the right to shall use specially-trained nonaggressive dogs to conduct screening for sniff out and alert officials to the current presence of concealed prohibited items, illicit substances defined in FNCF(LEGAL), and alcohol. This program is implemented in response to drug and alcohol-related problems in District schools, with the objective of maintaining a safe school environment conducive to education.~~

~~Such procedures visits to schools shall be unannounced. The dogs shall be used to sniff vacant classrooms, vacant common areas, the areas around student lockers, and the areas around vehicles parked on school property. The dogs shall not be used with students; however, students may be asked to leave personal belongings in an area that will be screened. If a dog alerts to an item a locker, a vehicle, or an area item in a classroom, it may be searched by District officials school officials. Searches of vehicles shall be conducted as described above.~~

Notice

~~At the beginning of the school year, the District shall inform students of the District's policy on searches, as outlined above, and shall specifically notify students that:~~

- ~~1. Lockers may be sniffed by trained dogs at any time.~~
- ~~2. Vehicles parked on school property may be sniffed by trained dogs at any time.~~
- ~~3. Classrooms and other common areas may be sniffed by trained dogs at any time when students are not present.~~

STUDENT RIGHTS AND RESPONSIBILITIES
INVESTIGATIONS ~~INTERROGATIONS~~ AND SEARCHES

FNF
(LOCAL)

Parent Notification

~~4. If contraband of any kind is found, the possessing student shall be subject to appropriate disciplinary action in accordance with the Student Code of Conduct.~~

The student's parent or guardian shall be notified if any prohibited articles or materials are found in a student's locker, in a student's vehicle parked on school property, or on the student's person, as a result of a search conducted in accordance with this policy.

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF OCTOBER 31, 2019)**

- Exhibit "A" gives the LCISD collections made during the month of October 31, 2019.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2019 through August 31, 2020.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2018-19 roll as compared to prior years. Through October 31, 2019, LCISD had collected 0.0 % of the 2019-20 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2019-2020.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

Resource Person: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Lamar Consolidated ISD
Tax Collections
October 2019

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund Taxes Paid	General Fund P & I & Collection Fees	Debt Service Taxes Paid	Debt Service P & I & Collection Fees
19	\$ 237,355.30	\$ -	\$ -	\$ 237,355.30	\$ 174,420.40	\$ -	\$ 62,934.90	\$ -
18	\$ 121,798.83	\$ 24,718.66	\$ 27,296.86	\$ 173,814.35	\$ 92,882.60	\$ 46,147.11	\$ 28,916.23	\$ 5,868.41
17	\$ 29,481.85	\$ 9,007.71	\$ 6,829.60	\$ 45,319.16	\$ 22,058.62	\$ 13,569.27	\$ 7,423.23	\$ 2,268.04
16	\$ 19,094.57	\$ 4,639.70	\$ 2,194.82	\$ 25,929.09	\$ 14,286.76	\$ 5,666.29	\$ 4,807.81	\$ 1,168.23
15	\$ 9,541.76	\$ 1,885.30	\$ 823.25	\$ 12,250.31	\$ 7,139.26	\$ 2,233.83	\$ 2,402.50	\$ 474.72
14	\$ 10,622.68	\$ 2,382.77	\$ 900.35	\$ 13,905.80	\$ 7,948.00	\$ 2,683.17	\$ 2,674.68	\$ 599.95
13	\$ 2,951.44	\$ 2,183.08	\$ 750.01	\$ 5,884.53	\$ 2,208.31	\$ 2,383.41	\$ 743.13	\$ 549.68
12	\$ 3,168.61	\$ 2,089.60	\$ 527.70	\$ 5,785.91	\$ 2,370.78	\$ 2,091.16	\$ 797.83	\$ 526.14
11	\$ 2,100.71	\$ 1,367.35	\$ 158.66	\$ 3,626.72	\$ 1,541.55	\$ 1,162.05	\$ 559.16	\$ 363.96
10	\$ 1,738.65	\$ 1,129.55	\$ 12.50	\$ 2,880.70	\$ 1,299.70	\$ 856.87	\$ 438.95	\$ 285.18
09	\$ 1,957.61	\$ 1,513.45	\$ 82.35	\$ 3,553.41	\$ 1,549.06	\$ 1,285.14	\$ 408.55	\$ 310.66
08	\$ 4,048.44	\$ 4,626.65	\$ 1,095.51	\$ 9,770.60	\$ 3,182.39	\$ 4,732.40	\$ 866.05	\$ 989.76
07	\$ 1,895.17	\$ 1,746.94	\$ 60.50	\$ 3,702.61	\$ 1,460.53	\$ 1,406.81	\$ 434.64	\$ 400.63
06	\$ 2,153.65	\$ 2,094.11	\$ 19.08	\$ 4,266.84	\$ 1,850.85	\$ 1,818.76	\$ 302.80	\$ 294.43
05	\$ 29.06	\$ 51.40	\$ 16.09	\$ 96.55	\$ 25.67	\$ 61.50	\$ 3.39	\$ 5.99
04	\$ 1.75	\$ 3.31	\$ 1.01	\$ 6.07	\$ 1.55	\$ 3.93	\$ 0.20	\$ 0.39
03	\$ 1.26	\$ 2.53	\$ 0.57	\$ 4.36	\$ 1.14	\$ 2.85	\$ 0.12	\$ 0.25
02	\$ 59.09	\$ 125.86	\$ 27.74	\$ 212.69	\$ 53.25	\$ 141.16	\$ 5.84	\$ 12.44
01	\$ 59.09	\$ 132.95	\$ 28.81	\$ 220.85	\$ 53.25	\$ 148.62	\$ 5.84	\$ 13.14
00	\$ 58.62	\$ 138.93	\$ 29.63	\$ 227.18	\$ 52.18	\$ 153.31	\$ 6.44	\$ 15.25
99	\$ 26.47	\$ 65.91	\$ 13.86	\$ 106.24	\$ 23.92	\$ 73.42	\$ 2.55	\$ 6.35
98 & prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 448,144.61	\$ 59,905.76	\$ 40,868.90	\$ 548,919.27	\$ 334,409.77	\$ 86,621.06	\$ 113,734.84	\$ 14,153.60

**Lamar Consolidated ISD
Tax Collections
September 1, 2019-August 31, 2020
(Year-To-Date)**

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 10/31/19
19	\$ 226,337,947.63	\$ 1,220,115.78	\$ 227,558,063.41	\$ 237,355.30	\$ -	\$ -	\$ 237,355.30	\$ 227,320,708.11
18	\$ 1,852,284.73	\$ (42,973.56)	\$ 1,809,311.17	\$ 230,208.58	\$ 52,786.98	\$ 58,914.06	\$ 341,909.62	\$ 1,579,102.59
17	\$ 753,434.33	\$ (14,844.61)	\$ 738,589.72	\$ 48,231.45	\$ 14,795.97	\$ 11,102.20	\$ 74,129.62	\$ 690,358.27
16	\$ 483,797.86	\$ 3,275.72	\$ 487,073.58	\$ 25,568.01	\$ 6,345.11	\$ 3,281.32	\$ 35,194.44	\$ 461,505.57
15	\$ 359,034.95	\$ 4,910.68	\$ 363,945.63	\$ 20,106.07	\$ 2,982.62	\$ 1,146.64	\$ 24,235.33	\$ 343,839.56
14	\$ 284,968.99	\$ 4,175.53	\$ 289,144.52	\$ 18,878.16	\$ 2,951.97	\$ 1,204.30	\$ 23,034.43	\$ 270,266.36
13	\$ 181,212.70	\$ (1,102.87)	\$ 180,109.83	\$ 10,419.28	\$ 3,144.34	\$ 1,184.73	\$ 14,748.35	\$ 169,690.55
12	\$ 171,398.72	\$ -	\$ 171,398.72	\$ 4,228.74	\$ 2,763.09	\$ 874.43	\$ 7,866.26	\$ 167,169.98
11	\$ 163,967.05	\$ -	\$ 163,967.05	\$ 2,429.41	\$ 1,602.75	\$ 271.49	\$ 4,303.65	\$ 161,537.64
10	\$ 148,558.56	\$ -	\$ 148,558.56	\$ 2,138.52	\$ 1,463.24	\$ 159.21	\$ 3,760.97	\$ 146,420.04
09	\$ 132,336.46	\$ -	\$ 132,336.46	\$ 2,111.08	\$ 1,708.48	\$ 152.05	\$ 3,971.61	\$ 130,225.38
08	\$ 72,060.64	\$ -	\$ 72,060.64	\$ 6,670.58	\$ 8,296.23	\$ 2,353.85	\$ 17,320.66	\$ 65,390.06
07	\$ 60,790.65	\$ -	\$ 60,790.65	\$ 3,944.79	\$ 4,860.93	\$ 1,093.22	\$ 9,898.94	\$ 56,845.86
06	\$ 63,941.53	\$ -	\$ 63,941.53	\$ 2,154.00	\$ 2,094.68	\$ 19.26	\$ 4,267.94	\$ 61,787.53
05	\$ 116,202.63	\$ -	\$ 116,202.63	\$ 49.21	\$ 86.86	\$ 27.21	\$ 163.28	\$ 116,153.42
04	\$ 32,870.47	\$ -	\$ 32,870.47	\$ 3.75	\$ 7.06	\$ 2.16	\$ 12.97	\$ 32,866.72
03	\$ 24,451.73	\$ -	\$ 24,451.73	\$ 1.26	\$ 2.53	\$ 0.57	\$ 4.36	\$ 24,450.47
02	\$ 13,926.08	\$ -	\$ 13,926.08	\$ 59.09	\$ 125.86	\$ 27.74	\$ 212.69	\$ 13,866.99
01	\$ 13,165.64	\$ -	\$ 13,165.64	\$ 59.09	\$ 132.95	\$ 28.81	\$ 220.85	\$ 13,106.55
00	\$ 13,369.17	\$ -	\$ 13,369.17	\$ 58.62	\$ 138.93	\$ 29.63	\$ 227.18	\$ 13,310.55
99	\$ 10,778.21	\$ -	\$ 10,778.21	\$ 26.47	\$ 65.91	\$ 13.86	\$ 106.24	\$ 10,751.74
98	\$ 3,016.96	\$ -	\$ 3,016.96	\$ -	\$ -	\$ -	\$ -	\$ 3,016.96
97 & prior	\$ 8,698.84	\$ -	\$ 8,698.84	\$ 0.49	\$ 1.74	\$ 0.33	\$ 2.56	\$ 8,698.35
Totals	\$231,302,214.53	\$1,173,556.67	\$232,475,771.20	\$614,701.95	\$106,358.23	\$81,887.07	\$802,947.25	\$231,861,069.25

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION ANALYSIS
PERCENT Y-T-D BY MONTH
FOR CURRENT LEVY ONLY**

MONTH	2019-2020	2018-2019	2017-2018	2016-2017	2015-2016	2014-2015	2013-2014	2012-13	2011-12	2010-11	2009-10	2008-09
SEPT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
OCT	0.0%	0.2%	0.0%	0.0%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%
NOV		4.7%	0.5%	3.2%	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%
DEC		52.6%	51.4%	50.3%	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%
JAN		85.9%	83.9%	87.2%	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%
FEB		95.9%	95.7%	95.6%	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%
MAR		97.0%	96.9%	96.9%	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%
APR		97.7%	97.6%	97.5%	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%
MAY		98.2%	98.2%	98.2%	98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%
JUNE		98.6%	98.6%	98.6%	98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%
JULY		99.0%	98.9%	98.9%	99.0%	98.9%	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%
AUG		99.2%	99.1%	99.1%	99.2%	99.0%	99.2%	99.1%	98.9%	98.8%	98.2%	98.2%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2019-20 TAX COLLECTIONS
AS OF OCTOBER 31, 2019**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 10/31/2019	% OF BUDGET COLLECTED
2019	2019-2020	\$ 224,808,527	\$ 237,355	0.11%
2018 & Prior	2018-19 & Prior	\$ 2,100,000	\$ 377,347	17.97%
TOTAL		\$ 226,908,527	\$ 614,702	0.27%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF OCTOBER 31, 2019**

SCHOOL YEAR TAX YEAR	2014-15 2014	2015-16 2015	2016-17 2016	2017-18 2017	2018-19 2018	2019-20 2019
COLLECTION YEAR						
1 Orig. Levy	\$ 153,118,133	\$ 173,016,530	\$ 190,749,742	\$ 206,293,212	\$ 218,981,334	\$ 226,337,948
1 Collections	\$ 160,220,428	\$ 178,028,558	\$ 195,553,464	\$ 206,646,042	\$ 217,996,739	\$ 237,355
Adj. To Roll	\$ 8,680,375	\$ 6,473,810	\$ 6,618,386	\$ 2,203,756	\$ 867,691	\$ 1,220,116
2 Collections	\$ 1,201,706	\$ 745,585	\$ 1,046,154	\$ 1,082,253	\$ 230,209	
Adj. To Roll	\$ 165,920	\$ (149,323)	\$ (98,963)	\$ (15,240)	\$ (42,974)	
3 Collections	\$ 305,374	\$ 192,822	\$ 424,152	\$ 48,231		
Adj. To Roll	\$ 102,657	\$ 63,603	\$ 238,403	\$ (14,845)		
4 Collections	\$ 215,732	\$ 311,639	\$ 25,568			
Adj. To Roll	\$ 191,096	\$ 233,019	\$ 3,276			
5 Collections	\$ 282,605	\$ 20,106				
Adj. To Roll	\$ 252,632	\$ 4,911				
6 Collections	\$ 18,878					
Adj. To Roll	\$ 4,175					
TOTAL:						
COLLECTIONS	\$ 162,244,722	\$ 179,298,710	\$ 197,049,339	\$ 207,776,526	\$ 218,226,948	\$ 237,355
ADJUSTED TAX ROLL	\$ 162,514,988	\$ 179,642,550	\$ 197,510,844	\$ 208,466,883	\$ 219,806,051	\$ 227,558,064
BALANCE TO BE COLLECTED	\$ 270,266	\$ 343,840	\$ 461,505	\$ 690,358	\$ 1,579,103	\$ 227,320,709
ADJ. TAXABLE VALUE	\$ 11,691,305,187	\$ 12,923,459,595	\$ 14,208,902,157	\$ 14,997,078,052	\$ 15,813,384,939	\$ 17,239,247,273
TOTAL % COLLECTIONS AS OF OCTOBER 31, 2019	99.8%	99.8%	99.8%	99.7%	99.3%	0.0%
TAX RATE	1.39005	1.39005	1.39005	1.39005	1.39000	1.32000

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

Below is a list of invoices that have been approved for payment.

Bass Construction (Multi Campus Cooler/Freezer Replacement)	Application # 5	\$ 17,738.36
Bass Construction (Multi Campus Improvements)	Application # 5	\$ 40,710.35
Drymalla Construction (Culver ES)	Application # 17	\$ 496,937.65
Drymalla Construction (Randle HS/Wright JHS Complex)	Application # 5	\$ 5,812,622.40
Drymalla Construction (Roberts MS)	Application # 16	\$ 665,915.75
Drymalla Construction (Tamarron ES)	Application # 5	\$ 2,309,226.75
Engineered Air Balance (Culver ES)	Application # 9	\$ 8,600.00
Engineered Air Balance (Culver ES)	Application # 10	\$ 5,485.00
Engineered Air Balance (Roberts MS)	Application # 7	\$ 23,600.00
Engineered Air Balance (Roberts MS)	Application # 8	\$ 1,205.00
Environmental Solutions, Inc. (Traylor Stadium Press Box)	Application # 1	\$ 660.00
Hellas Construction (District HS Track & Turf)	Application # 6	\$ 28,350.85
Huckabee (George JHS – Serving Lines)	Application # 3	\$ 952.50

Huckabee (Terry HS – Serving Lines)	Application # 3	\$	1,425.00
KCI Technologies (District Site Lighting)	Application # 7	\$	3,360.00
Kaluza (Randle HS & Wright JHS Complex)	Application # 5	\$	2,260.00
Micro Integration (Wright JHS)	Application # 1	\$	1,500.00
Millis Construction (Foster HS Athletic Improvements)	Application # 4	\$	62,974.55
Morris & Associates Engineers (Transportation Fuel Tanks)	Application # 1	\$	2,750.00
PBK Architects (Foster HS Turf/Track)	Application # 6	\$	3,139.16
PBK Architects (Foster HS Turf/Track)	Application # 7	\$	784.79
PBK Architects (Fulshear HS Natatorium)	Application # 34	\$	396.51
PBK Architects (Fulshear HS Turf/Track)	Application # 7	\$	3,388.38
PBK Architects (Fulshear HS Turf/Track)	Application # 8	\$	441.97
PBK Architects (George Ranch HS Turf/Track)	Application # 6	\$	3,189.73
PBK Architects (George Ranch HS Turf/Track)	Application # 7	\$	434.97
PBK Architects (Long Range Facilities Plan)	Application # 3	\$	89,797.50
PBK Architects (Randle HS)	Application # 12	\$	24,591.60

PBK Architects (Roberts MS – Reimbursables)	Application # 10	\$	786.98
PBK Architects (Terry HS Turf/Track)	Application # 7	\$	1,464.41
PBK Architects (Terry HS Turf/Track)	Application # 8	\$	488.14
PBK Architects (Traylor Stadium Press Box)	Application # 5	\$	27,216.00
PBK Architects (Wright JHS)	Application # 12	\$	12,052.80
Rice & Gardner (2017 Bond Program)	Application # 8	\$	71,630.83
Terracon (Fulshear HS Turf)	Application # 3	\$	2,200.00
Terracon (Randle HS & Wright JHS Complex)	Application # 5	\$	35,519.15
Terracon (Randle HS & Wright JHS Complex)	Application # 6	\$	41,334.52
Terracon (Tamarron ES)	Application # 5	\$	6,591.50
Traffic Engineers, Inc. (Randle HS & Wright JHS Complex)	Application # 2	\$	3,475.00
VLK Architects (ALC)	Application # 1R	\$	25,279.62
VLK Architects (ALC)	Application # 2R	\$	34,012.38
VLK Architects (Culver ES)	Application # 13	\$	7,020.87
VLK Architects (Culver ES – Reimbursables)	Application # 14	\$	1,148.00

VLK Architects (Tamarron ES)	Application # 5	\$	24,516.00
VLK Architects (Tamarron ES – Reimbursables)	Application # 5	\$	330.43
Vanir, Rice & Gardner (2014 Bond Program)	Application # 51	\$	1,403.00
Vanir, Rice & Gardner (2014 Bond Program)	Application # 52	\$	2,805.00

Resource persons: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning

**10.B.#4a. – PLANNING
BOARD REPORT
NOVEMBER 21, 2019**

EXECUTIVE SUMMARY

Bond Sale 1	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Carl Briscoe Bentley Elementary (#24)	22,010,055.00	22,004,459.00	5,596.00	21,330,252.28	22,010,055.00
Kathleen Joerger Lindsey Elementary (#25)	23,770,861.00	22,265,663.00	1,505,198.00	20,238,604.58	22,265,663.00
Don Carter Elementary School (#26)	24,959,404.00	24,864,034.00	95,370.00	24,864,034.00	24,959,404.00
FHS Baseball	40,000.00	29,250.00	10,750.00	29,250.00	29,250.00
FHS Water Plant	990,000.00	715,625.00	274,375.00	712,764.50	990,000.00
HVAC Web Controls	1,056,000.00	563,659.73	492,340.27	550,159.73	1,056,000.00
LCHS Band Hall	700,000.00	683,092.00	16,908.00	583,361.29	700,000.00
Pink Elementary- Foundation	1,056,000.00	1,046,744.57	9,255.43	1,040,409.39	1,046,744.57
Natatorium - Foster High School	8,648,880.00	8,625,304.19	23,575.81	8,605,578.19	8,648,880.00
Natatorium - Fulshear High School	8,832,167.00	8,694,984.00	137,183.00	8,568,878.85	8,832,167.00
Natatorium - George Ranch High School	9,086,569.00	9,001,276.00	85,293.00	8,954,104.13	9,086,569.00
Service Center/M&O	12,146,000.00	12,146,000.00	0.00	11,525,317.69	12,146,000.00
THS Band Hall	700,000.00	697,938.00	2,062.00	643,950.77	700,000.00
*THS Baseball	2,400,000.00	2,399,200.42	799.58	2,389,181.07	2,400,000.00
Sub Total - Bond Sale 1	116,395,936.00	113,737,229.91	2,658,706.09	110,035,846.47	114,870,732.57
Bond Sale 2					
Thomas R. Culver, III Elementary School	24,959,404.00	24,620,624.21	338,779.79	21,375,302.33	24,959,404.00
Tamarron Elementary School	26,207,374.00	22,734,774.34	3,472,599.66	9,405,495.60	26,207,374.00
James W. Roberts Middle School	22,342,493.00	21,826,023.40	516,469.60	21,084,205.45	22,342,493.00
Fulshear HS Shell	3,849,077.00	1,924,089.00	1,924,988.00	1,654,063.49	3,849,077.00
Satellite Ag Barn	3,786,750.00	189,000.00	3,597,750.00	172,168.00	3,786,750.00
Sub Total - Bond Sale 2	81,145,098.00	71,294,510.95	9,850,587.05	53,691,234.87	81,145,098.00
Grand Total	197,541,034.00	185,031,740.86	12,509,293.14	163,727,081.34	196,015,830.57

* Budget increased at August 18, 2016 Board Meeting

Additional Projects	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Access Controls	800,000.00	604,933.00	195,067.00	603,446.85	800,000.00
Huggins Elementary School	700,000.00	656,442.48	43,557.52	648,178.55	654,162.00
Chiller Replacement	1,200,000.00	1,027,572.50	172,427.50	1,024,058.27	1,027,573.00
Site Lighting	1,600,000.00	1,383,710.00	216,290.00	1,358,980.59	1,600,000.00
Grand Total	4,300,000.00	3,672,657.98	627,342.02	3,634,664.26	4,081,735.00

PROGRAM OVERVIEW

Vanir | Rice & Gardner, A Joint Venture, is serving as the Program Manager for the 2014 Bond Program for Lamar CISD. In this role, we manage individual projects and coordinate with architects and contractors. We are the liaison between LCISD Administration, Departments, and Schools and coordinate all activities necessary to complete each project.

We also provide program-wide oversight and look for efficiencies, cost reduction, and quality assurance opportunities.

JUDGE THOMAS R. CULVER III ELEMENTARY SCHOOL



SCHEDULE MILESTONES:

- Current Phase: Warranty
- Construction Start: May 2018
- Construction Completion: July 1, 2019

OVERVIEW:

- Final acceptance at November Board Meeting.

ROBERTS MIDDLE SCHOOL



SCHEDULE MILESTONES:

- Current Phase: Warranty
- Construction Start: May 2018
- Construction Completion: June 30, 2019

OVERVIEW

- Final acceptance at November Board Meeting.

MAINTENANCE & OPERATIONS FACILITY



SCHEDULE MILESTONES:

- Current Phase: Warranty

OVERVIEW:

- Warranty corrections being addressed

SERVICE CENTER



SCHEDULE MILESTONES:

- Current Phase: Warranty
- Construction Start: May 2018
- Construction Completion: May 31, 2019

OVERVIEW:

- Closeout documents are under review by the Architect.
- Completed Punch list items are being reviewed by PBK.

TAMARRON ELEMENTARY SCHOOL



SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: April 2019
- Construction Completion: June 2020

OVERVIEW:

- Construction is underway and is scheduled for completion July 8, 2020.
- Topping Slab is complete.
- Structural Steel Installation is 90% complete.
- Fireproofing is 60% complete.
- MEP rough-in is 25% complete.
- Underground electrical duct bank has been 90% installed.
- Roof deck is 60% complete.

FUTURE PROJECTS

SATELLITE AG BARN #3

SCHEDULE MILESTONES:

- Current Phase: Program Development
- Construction Start: Pending Site Selection

OVERVIEW:

- Satellite Ag Barn #2 and #3 have been programmed together
- Project is on hold until a site has been identified

COMPLETED PROJECTS

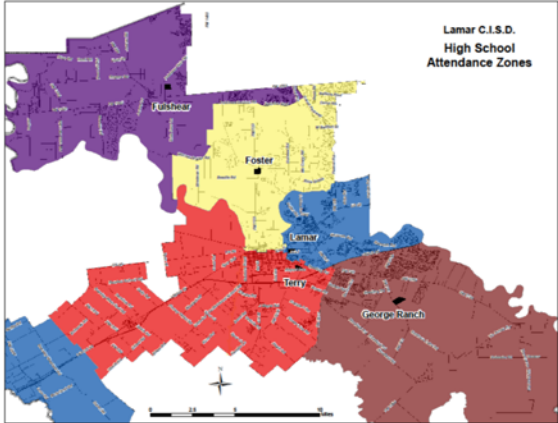
Foster High School Baseball Scoreboard	Completed March 2016
Bentley Elementary School	Completed December 2016
Huggins Elementary School New Parent Drive	Completed May 2017
Lindsey Elementary School	Completed October 2017
Pink Elementary School Repairs	Completed November 2017
Chiller Replacement at six schools	Completed November 2017
Baseball Complex Renovations at Terry HS	Completed June 2018
Foster High School Natatorium	Completed August 2018
Fulshear High School Natatorium	Completed August 2018
George Ranch High School Natatorium	Completed August 2018
Carter Elementary School	Completed August 2018
Fulshear High School Shell Space	Completed August 2018
District-Wide Site Lighting	Completed February 2019
District- Wide Access Controls	Completed June 2019

**Monthly Report
November 2019**

Facilities Assessment and Long Range Plan

Questionnaire process complete.
Campus site visits complete.
Initial review of the information is in process.

A Board update is scheduled for the December Board Meeting.



Dr. Thomas E. Randle High School & Harry Wright Junior High School

Site excavation, foundation work, and steel erection are in progress.



Synthetic Turf & Track Projects

Project is complete.
Final pay application will be on the December Board Agenda.



Foster High School Athletic Improvements

Lockers have been installed.

Baseball/Softball field construction is scheduled to be complete by December 2019.



Traylor Stadium Press Box Replacement

Contractor recommendation is on the November Board Agenda.

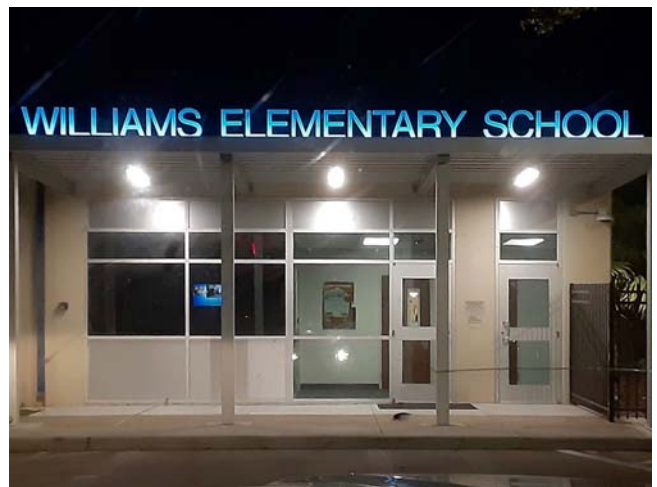
Scheduled for completion in August 2020.



Multi-Campus Improvements

Construction is complete.

Final pay application is scheduled for the December Board Agenda.



Jane Long Historic Gym Renovations

VLK is the architect of record.
Design development is on the November Board Agenda.



ALC/1621 Additions and Renovations

VLK is the architect of record.
Design development is on the November Board Agenda.
CIBC will be relocated to the Special Needs Center



Lamar CHS & Lamar JHS Additions & Renovations

PBK is the architect of record.
Design development is in process.
First advertisement of Request for Proposals has been published for Construction Manager at Risk.



Terry HS & George JHS Additions & Renovations

VLK Architects is the architect of record.
Design development is in process.
First advertisement of Request for Proposals has been published for Construction Manager at Risk.



Transportation Fuel Tank Replacement

Morris & Associates is the A/E Firm of Record.

Design development is on the November Board Agenda.



Multi-Campus Carpet Replacement

Corgan is the architect of record.

Design development is in process.

Multi-Campus Improvements & HVAC Controls Upgrades

Corgan is the architect of record.

Design development is in process.

Brazos Crossing Exterior Improvement

VLK is the architect of record.

Design development is in process.

Multi-Purpose Space (HS) & Orchestra (MS) Additions

PBK is the architect of record.

Design development is in process.

2017 BOND REFERENDUM SUMMARY			
PROJECT NAME	PROJECT BUDGET	COMMITTED	BALANCE
114 Austin ES Re-Roof	\$1,900,000.00	\$897,273.00	\$1,002,727.00
117 Seguin ECC Re-Roof	\$1,900,000.00	\$982,961.00	\$917,039.00
002 Terry HS Serving Lines	\$650,000.00	\$656,123.95	\$23,876.05
042 George JHS Serving Lines	\$650,000.00	\$528,728.39	\$91,271.61
Classroom Intruder Locks	\$400,000.00	\$390,985.72	\$9,014.28
011 Dr. Thomas E. Randle High School	\$126,500,000.00	\$111,701,665.60	\$14,798,334.40
046 Harry Wright Junior High School	\$62,000,000.00	\$53,013,720.40	\$8,986,279.60
Lamar Complex Improvements	\$10,840,000.00	\$551,124.00	\$10,288,876.00
New Elementary School #29 (146)	\$30,200,000.00	\$0.00	\$30,200,000.00
Traylor Stadium Press Box	\$2,800,000.00	\$156,016.00	\$2,643,984.00
High School LOTE Lab Renovations	\$1,050,000.00	\$198,565.00	\$851,435.00
HS Field Turf Replace & Foster HS Track	\$9,082,719.00	\$7,346,969.88	\$1,735,749.12
Foster HS Athletic Improvements	\$867,281.00	\$783,211.00	\$84,070.00
Camp. ES, Will. ES, Nav. MS & Wess. MS Improv.	\$2,854,000.50	\$2,817,741.64	\$36,258.86
Jane Long ES Historical Gym Renovations (105)	\$3,200,000.00	\$345,994.00	\$2,854,006.00
ES Cooler/Freezer Replacement	\$1,400,000.00	\$1,230,756.00	\$169,244.00
Transportation - Replace Underground Fuel Tank	\$900,000.00	\$144,194.00	\$755,806.00
New Alternative Learning Center	\$12,200,000.00	\$60,250.00	\$12,139,750.00

2017 BOND TECHNOLOGY SUMMARY			
PROJECT NAME	PROJECT BUDGET	COMMITTED	BALANCE
IFP-Interactive Flat Panel	\$9,044,000.00	\$4,960,474.78	\$4,083,525.22
PTO-Printer Refresh	\$1,440,000.00	\$1,345,915.34	\$94,084.66
CCU-Campus Core Uplink	\$740,000.00	\$638,018.83	\$101,981.17
ES0-Expanded Storage	\$400,000.00	\$400,000.00	\$0.00
SC0-Security Cameras	\$250,000.00	\$250,000.00	\$0.00
TEL-Telephones	\$890,000.00	\$640,415.11	\$249,584.89
CR0-Computer Refresh	\$18,344,000.00	\$6,236,900.48	\$12,107,099.52
LC0-Laptop Carts	\$450,000.00	\$0.00	\$450,000.00
SCN-Eduphoria Scanners	\$122,000.00	\$0.00	\$122,000.00
IA0-Interact	\$2,646,000.00	\$0.00	\$2,646,000.00
TOTAL	\$34,326,000.00	\$14,471,724.54	\$19,854,275.46
TOTAL TECHNOLOGY BOND	\$34,326,000.00		
REMAINING TECHNOLOGY BOND	\$19,854,275.46		

2017 BOND TRANSPORTATION SUMMARY			
PROJECT NAME	PROJECT BUDGET	COMMITTED	BALANCE
New Bus Purchase	\$2,568,046.00	\$2,568,046.00	\$0.00
Smart Tag	\$500,000.00	\$0.00	\$500,000.00

LAMAR CISD 2017 BOND PROGRAM - PROJECT LIST

PROJECTS	2018			2019			2020			2021			2022			2023												
	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Austin ES & Seguin ES Re-Roof	CONST			WARRANTY																								
Terry HS & George JHS Serving Lines	CONSTRUCTION																											
Classroom Intruder Locksets	CONSTRUCTION				WARRANTY																							
High School Artificial Turf & Tracks		D	CD	P	CONST																							
Foster HS Athletic Improvements		D	CD	P	CONST																							
CES, WES, WMS, NMS Improv.		D	CD	P	CONST																							
ES Cooler/Freezer Replacement		D	CD	P	CONST																							
High School LOTE Lab Installation		D	CD	P	CONST																							
Fuel Tank Replacement					D	CD	P	CONST																				
Traylor Stadium Pressbox				DESIGN		CD	P	CONSTRUCTION																				
Austin, Bowie, D. Smith, T. Ray & Jackson Improv.*					D	CD	P	CONST																				
FHS, BJHS, JES, PES, LES Improv.*					D	CD	P	CONST																				
Jane Long Auditorium Seating									CD	P	CONST																	
Jane Long Historical Gym Renovations					DESIGN		CD	P	CONSTRUCTION																			
ALC Additions & Renovations					DESIGN		CD	P	CONSTRUCTION																			
Elementary (#29)*					D	CD	P	CONSTRUCTION																				
Elementary (#30)*									D	CD	P	CONSTRUCTION																
Elementary (#31)*									D	CD	P	CONSTRUCTION																
Randle High School & Wright Junior High	D	CD	P	CONSTRUCTION																								
Lamar Complex Exterior Improvements			DESIGN					CD	P	CONSTRUCTION																		
Lamar HS & JHS Add & Renov.*					DESIGN			CD	P	CONSTRUCTION																		
Terry HS & GJHS Add & Renov.*					DESIGN			CD	P	CONSTRUCTION																		
HS Multi-Purpose* Orchestra Additions						DESIGN		CD	P	CONSTRUCTION																		
Brazos Crossing Exterior*						DESIGN		CD	P	CONSTRUCTION																		

INFORMATION ITEM: SCHOOL RESOURCE DIVISION UPDATE

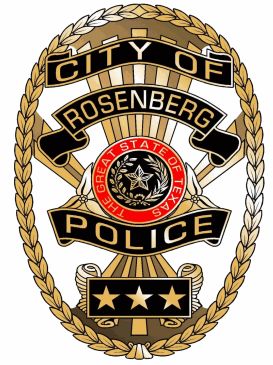
In order to maintain a safe, secure and welcoming learning environment for our students and staff, the District contracts with the Rosenberg Police Department for police services. Attached you will find the most recent published report(s) from the School Resource Division.

Resource Person: Mike Rockwood, Chief of Staff
Assistant Chief Jarret Nethery, Rosenberg Police Department

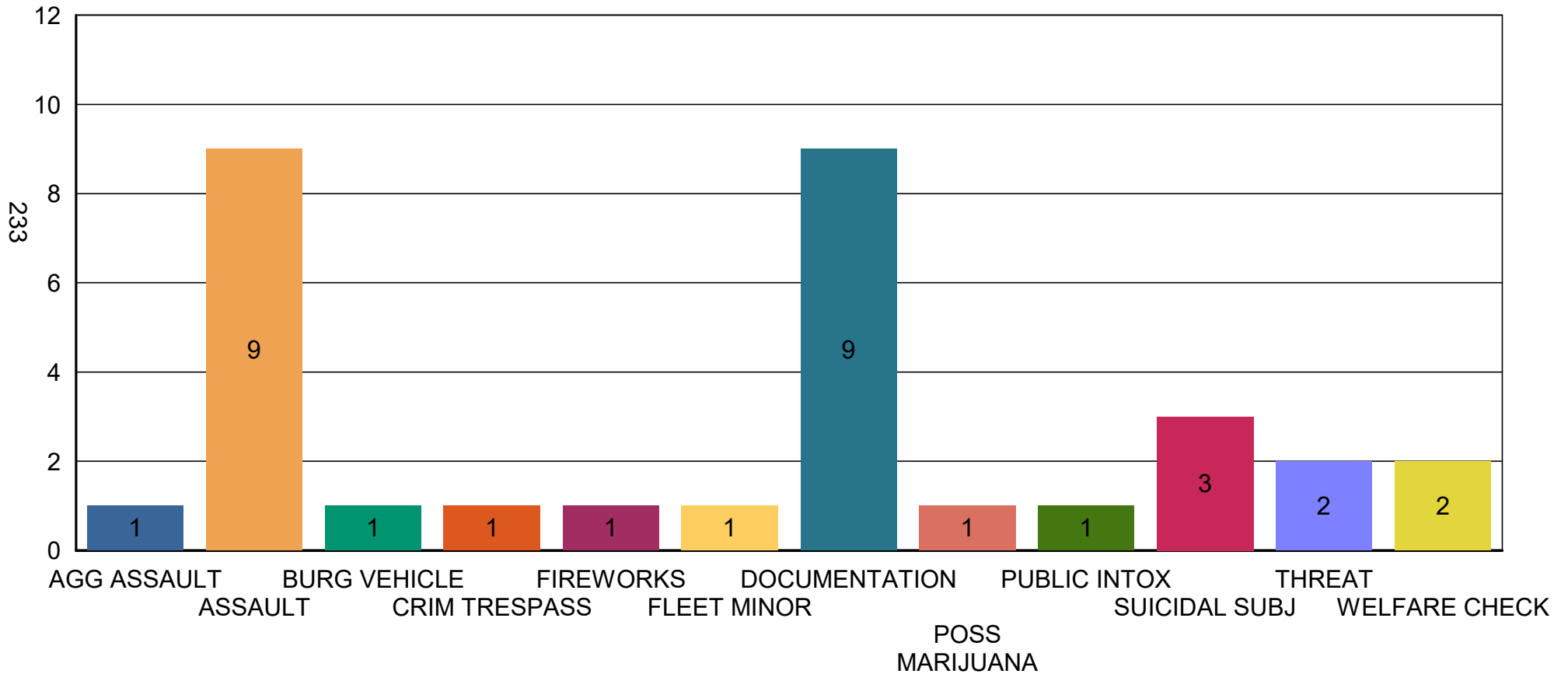
SRO Division

Monthly Activity - Incident Response

September 2019



Number of Incident Types



AGG ASSAULT : 1

AGG ASSAULT 19-38324 4814 MUSTANG AVE; LAMAR JR HIGH AADW Price, Jerry

Assault : 9

Assault 19-39794 4400 FM 723; FOSTER HIGH SCHOOL ASLT James Edge

Assault 19-39064 4300 FM 723; BRISCOE JR HIGH ASIM James Edge

Assault 19-38679 4300 FM 723; BRISCOE JR HIGH ASIM James Edge

Assault 19-38370 1708 AVE M; ALC ASPT Phillips, S

Assault 19-37904 4400 FM 723; FOSTER HIGH SCHOOL ASIM Weishiemer, R

Assault 19-37886 1708 AVE M; ALC ASPT Phillips, S

Assault 19-37120 8181 FM 762; GEORGE RANCH HIGH SCHOOL INH Bubb, Katrina

Assault 19-36591 8181 FM 762; GEORGE RANCH HIGH SCHOOL ASIM Armstrong, B

Assault 19-36226 6110 AUGUST GREEN DR; ARREDONDO ELEMENTARY ASTR Bubb, Katrina

BURG VEHICLE : 1

BURG VEHICLE 19-38433 5201 MUSTANG AVE; WESSENDORFF MIDDLE SCHOOL THPV Phillips, S

CRIM TRESPASS : 1

CRIM TRESPASS 19-40422 930 E STADIUM DR; TRAYLOR STADIUM INH Armstrong, B

Fireworks : 1

Fireworks 19-36107 8101 FM 762; READING JR HIGH INH Kreusch, Kelly

FLEET MINOR : 1

234

FLEET MINOR 19-37994 930 E STADIUM DR; TRAYLOR STADIUM Johnson, Jeff

IN HOUSE : **9**

IN HOUSE 19-39792 8181 FM 762; GEORGE RANCH HIGH SCHOOL INH Kreusch, Kelly

In House 19-39058 8181 FM 762; GEORGE RANCH HIGH SCHOOL INH Armstrong, B

In House 19-38701 9320 CHARGER WAY; LEAMAN JR HIGH INH Rios, Mario

In House 19-38662 1708 AVE M; ALC INH Phillips, S

In House 19-38608 9910 FM 359; BENTLEY ELEMENTARY AGKN DeRoch, Sean

In House 19-38384 8500 A MEYERS RD; CARTER ELEMENTARY INH Kreusch, Kelly

IN HOUSE 19-37437 8181 FM 762; GEORGE RANCH HIGH SCHOOL INH Armstrong, B

In House 19-36659 1930 J MEYER RD; J MEYER ELEMENTARY INH Phillips, S

In House 19-36292 4300 FM 723; BRISCOE JR HIGH INH James Edge

235

POSS MARIJUANA : **1**

POSS MARIJUANA 19-38512 4814 MUSTANG AVE; LAMAR JR HIGH POMD Price, Jerry

PUBLIC INTOX : **1**

PUBLIC INTOX 19-37105 8181 FM 762; GEORGE RANCH HIGH SCHOOL PI Armstrong, B

SUICIDAL SUBJ : **3**

SUICIDAL SUBJ 19-38842 8181 FM 762; GEORGE RANCH HIGH SCHOOL MH Bubb, Katrina

SUICIDAL SUBJ 19-38663 1708 AVE M; ALC MH Phillips, S

SUICIDAL SUBJ 19-38379 5111 FM 762; WILLIAMS ELEMENTARY MH Bubb, Katrina

THREAT : **2**

THREAT 19-40005 6110 AUGUST GREEN DR; ARREDONDO ELEMENTARY Mehling, W

THREAT 19-37350 23310 FIELDROSE CT TERB Weishiemer, R

Welfare Check : **2**

Welfare Check 19-39651 8101 FM 762; READING JR HIGH MH Kreusch, Kelly

WELFARE CHECK 19-36101 8101 FM 762; READING JR HIGH MH Kreusch, Kelly

236

Grand Total:

32

10/1/2019

INFORMATION ITEM: BOARD MEETING VIDEO

The Lamar CISD Board Room video system was designed to meet the requirements of House Bill 283, which requires school districts with more than 10,000 students to record and post video of Board meetings.

The District constantly reviews options to ensure effective processes are in place. Attached you will find information on the current video system and other options.

Resource Persons: Mike Rockwood, Chief of Staff
Chris Juntti, Interim Deputy Superintendent of Support Services
David Jacobson, Chief Technology Information Officer

BOARD MEETING VIDEO OPTIONS

The current Lamar CISD Board Room video system was designed to meet the requirements of House Bill 283, which requires school districts with more than 10,000 students to record and post video of Board meetings. It features a single Pan-Tilt-Zoom (PTZ) camera mounted on the rear wall with its output directed to a pair of redundant digital recorders. Audio is recorded from the board microphones. Currently, the District records all Board meetings and workshops and those are formatted and edited by District staff (post-production) prior to posting online. HB 283 requires school districts to post video recordings no later than seven days after they are recorded. Traditionally, the District posts Board meeting video within two business days.

Live Streaming

The District's current digital recorders are also video encoders and are configured for live streaming now. If the District made the stream public, it wouldn't require additional duties for a current employee.

Post-Production

Adding a second PTZ camera on the front wall would give a video shot of anyone presenting to the Board and adding a direct video take from the presentation computer would give a full resolution capture of anything presented on the projector screen. These changes would give the post-production editor three video sources to mix together when producing the Board meetings for publishing; Board members, presenters and computer presentation screen. The District would need to add additional digital recorders to capture each of these new feeds.

An additional camera, computer feed, digital recorders and miscellaneous cables/data/power would cost approximately \$6,150 and there would be minimal staff impact during Board meetings. Currently, a staff member presses record on the two digital recorders before meetings and presses stop after the meetings. With this configuration, the employee would need to press record and stop on four recorders.

This would require additional time from a staff member in post-production as the editor must import three video feeds (front, rear, computer), sync them up and watch the entire Board meeting, making choices about which feed to use for each moment of the meeting. This process must be repeated for each regular meeting and workshop. The time required will be equal to the total duration of the meeting plus approximately four to eight hours (to import, sync, edit), and the live stream would not match the post-production video.

Live-Production

Creating a higher production value using live-production techniques would involve "producing" the meeting in real-time. As with the post-production option, a new front camera and direct PC capture would be added. However, unlike post-production, live-production involves a staff "producer" selecting between the three video feeds (front, rear, computer) in real-time as the meeting occurs.

No post-production time is required. As soon as the meeting is finished the recorded video would be ready to post with the producer's camera choices saved in the recording. By installing matching PTZ cameras, the producer would be able to control the pan-tilt-zoom of both cameras in real-time. This would allow for setting presets for each camera or manually aiming, which corrects the issue of framing shots during Board presentations. The live stream and the recorded stream posted after the meeting would be the same, so the live stream would contain multiple camera angles and the full resolution computer screen (based on which source the producer selected moment by moment).

This would require the same second camera, computer feed and miscellaneous cables/data/power, but also requires a video mixer and replacing the rear camera to match the new front camera. The approximate total cost is \$9,385.

This option requires a staff member to produce the meetings from a laptop or iPad by touching one of the three video feeds (front, rear, computer) during the meeting to select the current output. With this option there is no post-production flexibility. If the real-time producer selected the computer screen as the output during a presentation and forgot to switch back to the rear camera, then that choice is saved into the live stream and the recording. It cannot be fixed in post-production.

In the post-production and live-production option, there is not an additional cost for someone to run the equipment, but it will require additional duties for a current employee.

Outsourcing

Some school districts and governmental entities also outsource board meeting or city council meeting videos. One example of a service utilized by nearby governmental entities is Swagit. This is a full-service company that specializes in providing hands-free video streaming and broadcast solutions to local, state and federal government agencies. The initial set-up cost is approximately \$57,000 and depending on the solution, the service fee is between \$20,000-\$35,000 annually. This option would not require any District personnel and the Board meetings and workshops could be streamed live, with multiple camera angles. The recordings would also be posted and archived online with the ability to search and view portions of the meeting by agenda item.

INFORMATION ITEM: BOARD GOVERNANCE CALENDAR

The 2019-2020 Lamar CISD School Board Governance Calendar was created to provide trustees with an at-a-glance overview of major District functions, initiatives and events for the school year. The calendar also outlines the Board actions that are discussed annually, which are categorized by focus area and department.

A copy of the calendar can be found on the following pages.

Resource Persons: Dr. Thomas Randle, Superintendent
Mike Rockwood, Chief of Staff

2019-2020 SCHOOL BOARD GOVERNANCE CALENDAR

Focus Area	July	August	September	October	November	December	January	February	March	April	May	June
Setting Direction				Approve District Improvement Plan & Campus Improvement Plans		Stewardship Report & Operational Audit Update	Quarterly DIP Update #1	PASA 2020 Demographic Report		Quarterly DIP Update #2		
Team of 8		Approve Superintendent SMART Goals Superintendent Mid-Year Review		Team Building Training			Superintendent Evaluation Board Self Evaluation			Board Member Training Report	Approve Board Meeting Dates for 2020-21	Appoint Board Committees
Policy	Develop and adopt new policies as necessary or required – review policies on a regular basis and revise as necessary											
		TASB Policy Update 112				TASB Policy Update 113						
Resolutions			Childhood Cancer Awareness Month Hispanic Heritage Month	Character Counts Week Custodial Week HR Day Red Ribbon Week Safe Schools Week School Bus Safety Week School Lunch Week	Parent Involvement Week		Law Enforcement Appreciation Day School Board Recognition Month	Black History Month CTE Month School Counselor Week	Diagnosticians' Week Texas Public Schools Week	Education Administrative Professional Week School Librarians Week Volunteer Appreciation Week	Paraprofessional Day School Nurse Week Teacher Appreciation Week	
Academics	Involvement and/or attendance at school and community events											
		Open House / Meet the Teacher Nights First Day of School - Aug. 26	Approve 2019-20 Student Code of Conduct Open House / Meet the Teacher Nights New Teacher Induction STAAR Results			Approve 2020-21 Course Selection Catalog	Public Hearing on TAPR Report	SHAC Mid-Year Update				Last Day of School - June 4 Graduation Ceremonies

2019-2020 SCHOOL BOARD GOVERNANCE CALENDAR

Focus Area	July	August	September	October	November	December	January	February	March	April	May	June
Chief of Staff	Involvement and/or attendance at District and community events											
		Convocation LEAF New Teacher Dinner		Roberts Middle School Dedication LEAF Golf Tournament ABC Timeline (Tamarron)	Culver Elementary Dedication		Approve ABC & Charge (Tamarron) LEAF Update		Approve DSIC Instructional Calendar Recommendation Approve ABC Recommendation (Tamarron) LEAF Men Who Cook		Employee Recognition Banquet ABC Timeline (Randle/Wright)	Approve ABC & Charge (Randle/Wright) LEAF Surf's Up
Finance	Budget Workshop (if necessary)	FYE Final Budget Amendment and Commitment of Fund Balance Annual Investment Policy Review Budget Workshop Public Hearing on Budget Public Hearing on Tax Rate Approve 2019-20 Budget Approve 2019-20 Tax Rate Approve Quarterly Investment Report		Approve Quarterly Investment Report Roll Forward Budget Amendment		Public Hearing on Financial Integrity Rating System of Texas (FIRST)	Approve Quarterly Investment Report Approve Annual Financial Report			Approve Quarterly Investment Report		Budget Workshop
Human Resources	Hiring Season								Approve 2020-21 Administrative Contracts Freeze Intra-District and Inter-District Transfers to select campuses Approve Employee Report & End Date Table	Hiring Season		
		Approve 2019-20 Compensation Plan Approve 2019-20 Appraisal Calendar								Approve 2020-21 Employee Contracts	Approve Late Hire Contracts	
Support Services	Be familiar and current with the Lamar CISD facilities plan – approve actions as necessary – monitor, review and revise facilities plan as necessary											
						Facilities Assessment Report				Bond Planning Discussions (if necessary)		

INFORMATION ITEM: E-MIST ILLNESS REDUCTION PROGRAM

The Maintenance and Operations Department has purchased four e-mist machines and implemented a program of quarterly facility treatments using state of the art infectious disease control methods. All campus facilities are scheduled to be treated on a rotating basis. Periodic testing for levels of Adenosine Triphosphate (ATP) will be conducted to assess the efficacy of the treatment program and identify any areas that may need more frequent applications. The goal of the program is to create school environments in which the outbreak and spread of common illnesses is greatly reduced, thereby positively impacting attendance levels of both students and staff. Through this process, Lamar CISD will decrease absenteeism due to illness, thereby positively impacting student achievement and ADA for the District.

Resource Persons: Chris Juntti, Interim Deputy Superintendent of Support Services
Aaron Morgan, Director of Maintenance & Operations, Region 4
Hector Gomez, Assistant Director of Operations,