

A PROUD TRADITION | A BRIGHT FUTURE

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REGULAR BOARD MEETING

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Thursday, December 19, 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  
DECEMBER 19, 2019  
7:00 PM**

**AGENDA**

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
  - A. Fulshear High School Volleyball 4A State Champions
4. Introductions
5. Audience to patrons
6. Approval of minutes
  - A. November 19, 2019 - Special Meeting (Workshop) 6
  - B. November 21, 2019 - Regular Board Meeting 12
7. Board members reports
  - A. Meetings and events
8. Superintendent reports
  - A. Meetings and events
  - B. Information for immediate attention
9. Public Hearing on Financial Integrity Rating Systems of Texas (FIRST) for fiscal year 2017-2018
10. **ACTION ITEMS**
  - A. **Goal: Planning**
    1. Consider ratification of Financial and Investment Reports 21
    2. Consider approval of budget amendment requests 25
    3. Consider approval of Board Policies - Second Reading
      - a. Localized Policy Manual Update 113 27
    4. Consider approval of Attendance Boundary Committee 36
    5. Consider approval of resolutions proclaiming:
      - a. Law Enforcement Appreciation Day 43
    6. Discussion and action on Board Meeting Video 45
    7. Consider approval of new bus purchase 47
    8. Consider approval of RFP#03-2020RG for Construction Management at Risk for the Lamar Consolidated High School, Lamar Junior High School, Terry High School, and George Junior High School interior/exterior additions and renovations 48
    9. Consider approval of deductive change order #1 and final payment for the 52



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<b>B. Goal: Technology</b>	
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11. Comprehensive Facilities Study and Long-Range Facilities Plan Update	398
12. Smart Tag ridership tracking program	399
13. Estimated Project Funds Available	400
<b>12. CLOSED SESSION</b>	

- 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. 401
    - a. Approval of personnel recommendations for employment of professional personnel
    - b. Employment of professional personnel (Information) 402
    - c. Employee resignations and retirements (Information) 403
  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 13th day of December 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 19<sup>th</sup> day of November 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

**BUSINESS TRANSACTED**

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

**2. INFORMATION / WORKSHOP**

**2. A Discussion of November 21<sup>st</sup> Regular Board meeting agenda items**

The Board reviewed the November 21<sup>st</sup> Regular Board Meeting Agenda items.

**10. ACTION ITEMS**

**10. A GOAL: INSTRUCTIONAL**

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### 10. A-2      Consider approval of the 2020-2021 Student Course Selection Catalog

Ms. Kaminski asked about the Child Development Associate (CDA) credentials. She asked if the Human Growth course planning under education and training is one cluster and Human Services is one cluster. She said it looks like they cross over but the only one that mentions CDA certification is under Human Services. Dr. Roberts said that under education and training, that is the list of courses that prepares someone to be a teacher. Human Services is the one you follow if you are doing a daycare facility. They do share common courses that cross over. Ms. Kaminski asked what an articulation agreement is that is under the instructional practices course under the Education and Training Cluster. Dr. Roberts said this is an agreement usually with a junior college. If you go to that junior college and major in that area of study and have taken this course in high school, you provide the transcript to the registrar and earn college credit. You must major in that line of study. Ms. Kaminski went back to the CDA and said she knows students can start in their junior year and earn the certification as a senior. She said she knows students at George Ranch High School come and work with early childhood students and are not getting any credit toward a CDA credential. She does not think this is communicated enough to the students. Dr. Maxwell said they have had conversations with Mr. Garrett about how to spread information so that students and teachers are aware of all the possibilities of students earning certifications. Ms. Kaminski said a list of the certifications are listed on page 19, but she does not see anything that is related to early childhood. Dr. Mossige said they are having more conversations with the counselors as they get into the scheduling session to start identifying classes that lead up to a certification.

### **10. B**      **GOAL:      PLANNING**

#### 10. B-6      Consider approval of Environmental Solutions, Inc. abatement design services and monitoring fee proposal for the Traylor Stadium press box project

Mr. Welch said he understands we paid this company to tell us whether we have asbestos in the press box and now we have to pay them to come back and monitor the contractor that will be removing it. Mr. McKeever said that is correct. Mr. Welch asked if the licensed contractor from the state is not able to monitor himself because of state law. Mr. McKeever said that is correct. Mr. McKeever said the monitoring of the consultant will be taking air samples while the construction is going on and then when it is finished, they will continue to take samples until the lab clears them.

#### 10. B-7      Consider approval of CSP #01-2020PBK for the Traylor Stadium press box project

Mr. Trey Schneider from PBK gave a presentation on this.

Ms. Danziger asked where can we make up the money for this project. Mr. McKeever suggested they cover this overage from available 2014 bond funds. There is enough to cover this delta.

Ms. Williams asked if we can add the available funds report so the Board can see.

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### 10. B-8 Consider approval of material testing services for the Traylor Stadium press box project

Mr. Welch said there have been a lot of things about the Traylor Stadium press box since he has been on the Board. He asked if this is part of the original 2.8m budget. Mr. McKeever said this is part of the original budget.

### 10. B-10 Consider approval of deduction change order #1 and final payment for Roberts Middle School

Mr. Welch asked if we are being credited back 215k and how will Lamar use this money. Dr. Randle said yes, this is one of the savings from other bond projects that can be applied to other projects along the way.

### 10. B-14 Consider approval of design development for Jane Long historic gym renovations

Mr. Brad Ewing from VLK presented to the Board.

### 10. B-15 Consider approval of design development for the Alternative Learning Center additions and renovations

Mr. Brad Ewing from VLK presented to the Board.

Ms. Kaminski asked if we had it sectioned off for the younger students. Mr. Ewing said the CIBC students are moving off and over to Jane Long. This campus will only have ALC junior high and high school students and 1621 students. Ms. Kaminski asked about security and are they using cards. Mr. Ewing said there will be secure access areas with card access. The students go through an intake area every day.

Mr. Welch asked what happens to the ALC kids during the construction phase, since the 1621 students are not currently located there. Mr. Rice said they remain on-site, this project is phased.

Ms. Kaminski asked if there is fencing all the way around the detention pond. Mr. Rice said yes.

### 10. B-16 Consider approval of design development for the transportation underground fuel tank storage

Mr. Matt Marek from Morris and Associates presented to the Board.

Mr. Rice said they are overbudget for this project, but wanted to present it to the Board.

Ms. Danziger asked if he expects the preliminary estimates to go higher when they go out for bid. Mr. Rice said they do not expect it to go higher but will not know for sure until they go out for bid.

Mr. Welch asked how many more schools this facility can handle. Mr. Jones said not many, they are pretty full now.

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### 10. B-19      Consider approval of professional topographic surveying for the Smith Elementary School exterior renovations

Mr. Welch asked about the last three agenda items whether surveys done in the past can be referenced. Mr. Rice said that the surveys done in past are not recent enough or isolated to these areas.

### **3. AUDIENCE TO PATRONS**

None

### **11. INFORMATION ITEMS**

#### 11. A GOAL: INSTRUCTIONAL

##### 11. A-2 Prekindergarten Update

Dr. Mossige presented to the Board.

Mr. Welch asked about the Pegasus Program and if we do not offer the Pre-K program at all the campuses what is the feasibility of allowing some kids to be part of the Pegasus Program. Dr. Mossige said their goal is to be offering Pre-K opportunities for all of our kids. Dr. Mossige said Pegasus is a different program than early childhood program. Ms. Mathis said Pegasus is our inclusive program for our 3 and 4 year old students with disabilities. Employees' children are educated with the students with disabilities, so they have non-disabled peer models.

Ms. Kaminski asked where did Pegasus start. Ms. Mathis said Pegasus is a Lamar CISD program.

#### 11. B GOAL: PLANNING

##### 11. B-1 Board Policies for First Reading

Mr. Hunt asked if these are the policies sent from TASB. Dr. Randle said yes. Mr. Hunt said on page 190 he finds it odd that they refer to personal property instead of district property. He said on page 194 the policy is adding the community eligibility provision. He said some districts provide CEP meals district-wide to all students, he said this could be construed that we provide to all students. Dr. Randle said that is not what it is intended to mean, we will follow up on this. We do not qualify for this. Mr. Hunt said on page 195 it is deleting the section about directors' insurance. It is his understanding we have insurance but he is very concerned that this is being deleted from the policy.

Mr. Welch asked how a local policy is made. Dr. Randle said the Board can look at any policy and decide if they want to change it. The administration can bring a recommendation to the Board. TASB takes the changes and uses their legal team to review and sends it to us.

Ms. Williams said on page 186 it says Board members should channel legal inquirers through the Superintendent when seeking advice from legal counsel. She wanted more specifics on that. Dr. Randle said whenever anyone calls counsel, they charge us. Sometimes he or the Board President may have the answer before it goes to the Board attorney. The staff does the same thing, they run them through the Superintendent. Ms. Williams said on page 188 it is removing all the objectives for

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the Superintendent evaluation but not adding anything. Dr. Randle said he will double check.

Dr. Bowen pulled the explanatory notes and answered the insurance question. It said the local policy addressing the various types of insurance the District will purchase is recommended for deletion because these decisions are typically made during the budget process and there is no legal requirement to reflect these decisions in policy. She said we do budget for them and we do have professional and legal liability insurance through TASB. For the personal property question it says it is district vehicles and other district property. The question about the attorney it says it has been updated to reflect common practices. The evaluation questions said recommend revisions streamline this local policy by deleting specifics about the instrument and list of objectives in conducting the evaluation.

Ms. Williams said on some policies the wording was the same and she did not understand why. For example, on page 192 the second paragraph, words were marked out but then the same were replaced. Dr. Bowen said sometimes it is a formatting or spacing issue when TASB adds revisions.

Ms. Williams asked why page 196 was being deleted totally. Dr. Bowen said that local policy on the organization on grade levels within the district is not necessary to be included in a policy manual.

### **11. B-6 Board Meeting Video**

Mr. Hunt asked if the post production and live production would require additional staff cost. Mr. Rockwood said there is currently not an individual at the board meetings that would do this. We do have an editor in the District that would need to come to the meetings and mix it or click the buttons live. That is not an additional cost because that person is a salaried employee.

Ms. Danziger asked if it is a onetime cost of adding an additional camera for the post production. Mr. Rockwood said yes. He also explained that live and post production were very similar with a onetime cost of the additional camera.

### **11. B-7 Board Governance Calendar**

Ms. Williams asked if the calendar will be posted online. Dr. Randle said yes.

## **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



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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 7:53 p.m. for the purposes listed above.

The Board reconvened in Open Session at 8:46 p.m.

**ADJOURNMENT**

The meeting adjourned at 8:46 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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**Kay Danziger**  
**President of the Board of Trustees**

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**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 21<sup>st</sup> day of November 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
Kathryn Kaminski	Vice President
Mandi Bronsell	Secretary
Alex Hunt	Member
Jon Welch	Member
Joy Williams	Member

**Members Absent:**

Joe Hubenak	Member
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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. STUDENT REPORTS**

**A. MCNEILL CINEMA AND ART CLUB**

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Ms. Toni Scott introduced Mr. Yoon Kim, teacher of the Cinema and Art Club. Students Ariyana Micheni, Julia Osbeck, and Helen Horombe presented to the Board.

### **4. RECOGNITIONS/AWARDS**

#### **a. Dad's on Duty**

Mr. Welch and Ms. Williams recognized Dad's on Duty for their volunteer work throughout the District.

The Board members did a shout out to the Fulshear Volleyball team who were playing at state.

### **5. INTRODUCTIONS**

None

### **6. AUDIENCE TO PATRONS**

None

### **7. APPROVAL OF MINUTES**

#### **A. OCTOBER 15, 2019 – SPECIAL MEETING (WORKSHOP)**

It was moved by Ms. Kaminski and seconded by Ms. Bronsell that the Board of Trustees approve the minutes of the October 15, 2019 Special Meeting (Workshop). The motion carried unanimously.

#### **B. OCTOBER 17, 2019 - REGULAR BOARD MEETING**

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

#### **C. OCTOBER 24, 2019 – SPECIAL MEETING**

It was moved by Mr. Hunt and seconded by Mr. Welch that the Board of Trustees approve the minutes of the October 24, 2019 Special Meeting. The motion carried unanimously.

### **8. BOARD MEMBER REPORTS**

#### **a. Meetings and Events**

Ms. Williams reported the Family and Community Engagement Committee met and reported the status of their progress.

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

Mr. Welch reported the Technology Committee met and reported the status of projects in the District.

Ms. Danziger said she and others attended the following events in the district: plays at George Ranch and Lamar Consolidated High Schools; junior high one act competition

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where Leaman Junior High won 2<sup>nd</sup> and Lamar Junior High won 3<sup>rd</sup>; the Pumpkin Patch at the Special Ed Annex; read to students at Arredondo Elementary School; National Elementary Honor Society induction at Arredondo Elementary School; senior serve at Foster and George Ranch High Schools; Taylor Ray's 40<sup>th</sup> anniversary; Culver Dedication; and LEAF grants presentation.

### **9. SUPERINTENDENT REPORTS**

- a. **Meetings and Events**
- b. **Information for Immediate Attention**

**ACTION ITEMS FOR CONSENT OF APPROVAL: 10. A-2 – 10. A-3; 10. B-1 – 10. B-3; 10. B-5 – 10. B-6; 10. B-9 – 10. B-13; 10. B-16 – 10. B-21; 10. C-1; and 10. D-1 – 10. D-3.**

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

### **10. A GOAL: INSTRUCTIONAL**

#### **10. A-2 Approval of out-of-state student trip requests, including, but not limited to: a. George Ranch High School Percussion Ensemble**

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

#### **10. A-3 Approval of District Instructional Materials Adoption Committee**

Approved the District Instructional Materials Adoption Committee members as submitted.

### **10. B GOAL: PLANNING**

#### **10. B-1 Ratification of Financial and Investment Reports**

Ratified the Financial and Investment Reports as presented.

#### **10. B-2 Approval of budget amendment requests**

Approved budget amendment requests. (See inserted pages 22-A – 22-B.)

#### **10. B-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**
- h. **Lindsey Elementary School**

Ratified donations to the District with addendum.

#### **10. B-5 Approval of use of District facility**

Waived the facility usage fee for Powell Point Elementary.

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**10. B-6 Approval of Environmental Solutions, Inc. abatement design services and monitoring fee proposal for the Traylor Stadium press box project**

Approved the Environmental Solutions, Inc. abatement design services and monitoring fee proposal for the Traylor Stadium press box project not to exceed \$3,070. (See inserted pages 23-A – 23-D.)

**10. B-9 Approval of CenterPoint Energy electric easement for the Randle High School and Wright Junior High School site**

Approved the CenterPoint Energy blanket electric easement at the Randle High School and Wright Junior High School site and authorized the Board President to execute the easement documents. (See inserted pages 23-E – 23-R.)

**10. B-10 Approval of deduction change order #1 and final payment for Roberts Middle School**

Approved 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 authorized the Board President to sign the change order. (See inserted page 23-S.)

**10. B-11 Approval of deductive change order #1 and final payment for Culver Elementary School**

Approved 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 authorized the Board President to sign the change order. (See inserted page 23-T.)

**10. B-12 Approval of CenterPoint Energy electric easement for Natatorium at Foster High School**

Approved the CenterPoint Energy electric easement for the Natatorium at Foster High School and authorized the Board President to execute the easement documents. (See inserted pages 23-U – 23-BB.)

**10. B-13 Approval of building technology systems for Williams Elementary School**

Approved RockIT Consulting LLC. for the installation of one (1) additional switch for Williams Elementary School in the amount of \$4,920 and authorized the Board President to sign the agreement. (See inserted pages 23-CC – 23-DD.)

**10. B-16 Approval of design development for the transportation underground fuel tank storage**

Approved the design development for the replacement of the underground fuel tank storage presented by Morris & Associates, Engineers, Inc.

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**10. B-17 Approval of geotechnical study for the Bowie Elementary School additions and Renovations**

Approved Terracon for the geotechnical study for the Bowie Elementary School additions and renovations in the amount of \$4,300 and authorized the Board President to execute the agreement. (See inserted pages 24-A – 24-J.)

**10. B-18 Approval of geotechnical study for the Terry High School and George Junior High School additions and renovations**

Approved 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 authorized the Board President to execute the agreement. (See inserted pages 24-K – 24-V.)

**10. B-19 Approval of professional topographic surveying for the Smith Elementary School exterior renovations**

Approved 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 authorized the Board President to execute the agreement. (See inserted pages 24-W – 24-AA.)

**10. B-20 Approval of professional topographic surveying for the Terry High School additions and renovations**

Approved 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 authorized the Board President to execute the agreement. (See inserted pages 24-BB – 24-FF.)

**10. B-21 Approval of professional topographic surveying for the George Junior High School additions and renovations**

Approved 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 authorized the Board President to execute the agreement. (See inserted pages 24-GG – 24-KK.)

**10. C GOAL: PERSONNEL**

**10. C-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).

**10. D GOAL: TECHNOLOGY**

**10. D-1 Approval of district-wide scanner refresh**

Approved the purchase of scanners from Dell in the amount of \$ 121,450.

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**10. D-2 Approval of security camera system support agreement**

Approved 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. (See inserted pages 25-A – 25-Y.)

**10. D-3 Approval of network switches**

Approved the purchase of network switches in the amount of \$155,749 from Red River Technology LLC.

**10. A GOAL: INSTRUCTIONAL**

**10. A-1 Consider approval of the 2020-2021 Student Course Selection Catalog**

It was moved by Mr. Hunt and seconded by Ms. Kaminski that the Board of Trustees approve the 2020-2021 Student Course Selection Catalog.

Ms. Kaminski asked if the CDA certification is in place now. Dr. Mossige said there is an opportunity for students to get a CDA certification, it requires 480 hours of time. Ms. Kaminski requested to have her questions documented about the CDA certification.

The motion carried unanimously.

**10. B GOAL: PLANNING**

**10. B-4 Casting of votes for Fort Bend Central Appraisal District Board of Directors**

It was moved by Ms. Bronsell and seconded by Mr. Welch that the Board of Trustees cast, by resolution, its 575 votes for Jim Kij as a candidate for the Board of Directors of the Fort Bend Central Appraisal District. The motion carried unanimously. (See inserted pages 25-Z – 25-BB.)

**10. B-7 Consider approval of CSP #01-2020PBK for the Traylor Stadium press box project**

It was moved by Ms. Kaminski and seconded by Mr. Hunt 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.

Mr. Welch said this is a lot of overage and it is not what was presented to the public. Ms. Danziger requested more information on how they came to the budget. Mr. McKeever said the scope of work that was derived during the bond planning stage was a look at best practices for press boxes. Once they got into the true programming, we saw it needed to be higher. The Scope of Work will fit the current needs of the District. Dr. Randle said once they started the design they realized the number was missed. He also said that the longer this project is delayed, the more it will cost. The District feels this project is long overdue.

Ms. Danziger asked if the timeframe needing to complete the project affected the numbers. Mr. Schneider said they would prefer closer to 12 months, so yes, it is a compressed schedule and typically it does cost more money.

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Ms. Williams asked why is it a shortened schedule. Mr. Schneider said they could not start until football session ended. The window is now through August 2020.

Ms. Danziger asked if over the last 10 years how many projects were over budget, she can only remember one. Mr. McKeever said yes, the Terry High School baseball field. Ms. Danziger said this was brought up in 2014 and voted down and was one of the top items in 2017 bond planning. She said she worries that the longer they wait it will not get any cheaper.

Voting in favor Ms. Kaminski, Ms. Danziger, Ms. Bronsell, Mr. Hunt, and Ms. Williams  
Voting in opposition: Mr. Welch

The motion carried.

### **10. B-8 Consider approval of material testing services for the Traylor Stadium press box project**

It was moved by Ms. Kaminski and seconded by Ms. Bronsell 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. The motion carried unanimously. (See inserted pages 26-A – 26-J.)

### **10. B-14 Consider approval of design development for Jane Long historic gym renovations**

It was moved by Ms. Kaminski and seconded by Ms. Williams that the Board of Trustees approve the design development for the Jane Long historic gym renovations, as presented by VLK Architects.

Ms. Williams wanted to hear about the security of this building. VLK reviewed the security for the building.

The motion carried unanimously.

### **10. B-15 Consider approval of design development for the Alternative Learning Center additions and renovations**

It was moved by Ms. Bronsell and seconded by Ms. Kaminski that the Board of Trustees approve the design development for the Alternative Learning Center additions and renovations as presented by VLK Architects.

Ms. Bronsell said she asked Dr. Randle where they are moving the CIBC program, and she wanted them to look at it very closely. Ms. Williams asked for more information about this. Dr. Randle said when they mentioned that the program was moving to Jane Long Elementary, that had not been finalized. There has been discussion to remove CIBC from the ALC facility because it is not a discipline program, ALC is a discipline center. Most of these kids have various challenges that need to be addressed.

The motion carried unanimously.

## **11. INFORMATION ITEMS**



**11. A GOAL: INSTRUCTIONAL**

**11. A-1 Prekindergarten Update**

**11. B GOAL: PLANNING**

**11. B-1 Board Policies for First Reading**

Ms. Williams asked if there will be a Policy Committee meeting next month. Dr. Randle said yes.

**11. B-2 Tax Collection Report**

**11. B-3 Payments for Construction Projects**

**11. B-4 Bond Update**

**a. 2014**

**b. 2017**

**11. B-5 School Resource Division Update**

**11. B-6 Board Meeting Video**

Mr. Hunt said he sees this item as a continuation of the transparency of the expansion of the Board and Community relationship. This includes adding things to the website so the community can see what the Board is doing. He said if someone cannot make it to a meeting, they are left to watch the YouTube video that is online. He said they would not see the video that was presented earlier and they would only see the back of the heads of the speakers. He said we are complying with the law, but as the District grows he feels they should keep up with the times and provide a little more. There are a few options that are better than what we have now.

Ms. Danziger asked if we will be able to track how many people watch the video live. Mr. Rockwood said yes.

Mr. Welch asked if we have the equipment to do it live. Mr. Rockwood said yes. Mr. Welch said he is definitely for adding another camera, but he does not want a television crew in here. Mr. Rockwood said a staff member would toggle between the cameras while the meeting is being held.

**11. B-7 Board Governance Calendar**

**11. B-8 E-mist Illness Reduction Program**

**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)

**Minutes of Regular Board Meeting November 21, 2019 – page 28**

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 8:23 p.m. for the purposes listed above.

**RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION**

The Board reconvened in Open Session at 9:00 p.m.

**FUTURE AGENDA ITEMS**

Information Item on Avail Solutions on how the hotline is being used  
Information Item on advertising on buses  
Information Item on the maintenance cost of band instruments that the District owns per year  
Board Meeting Video Options requesting to approve live production option

**UPCOMING MEETINGS AND EVENTS**

3 playoff games  
Volleyball Championship

**ADJOURNMENT**

The meeting adjourned at 9:03 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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**Kay Danziger**  
**President of the Board of Trustees**

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**Mandi Bronsell**  
**Secretary of the Board of Trustees**

## **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 November 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 NOVEMBER 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 November total \$41,335,543 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	19,576,656
614	Employee Benefits	1,020,828
621	Professional Services	49,860
622	Tuition and Transfer Payments	4,367
623	Education Services Center	36,918
624	Contracted Maintenance and Repair Services	432,137
625	Utilities	803,056
626	Rentals and Operating Leases	104,126
629	Miscellaneous Contracted Services	1,102,458
631	Supplies and Materials for Maintenance and Operations	447,015
632	Textbooks and Other Reading Materials	3,071,901
633	Testing Materials	24,826
634	Food Service	813,325
639	General Supplies and Materials	2,615,358
641	Travel and Subsistence -- Employee and Student	126,989
642	Insurance and Bonding Costs	94,990
649	Miscellaneous Operating Costs/Fees and Dues	46,111
659	Other Debt Services Fees	500
661	Land Purchase and/or Improvements	2,260
662	Building Purchase, Construction, and/or Improvements	10,580,000
663	Furniture & Equipment - \$5,000 or more per unit cost	379,877
217	Operating Transfers, Loans and Reimbursements	302
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	1,683
	<b>Total</b>	<b>41,335,543</b>

**PROGRAM DESCRIPTION:**

The report above represents all expenditures made during the month of November 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 NOVEMBER 30, 2019**

<b>CASH RECEIPTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>BUDGET VARIANCE</b>	<b>PERCENT ACTUAL/ BUDGET</b>
5700-LOCAL REVENUES	172,377,635.00	7,947,944.00	(164,429,691.00)	4.6%
5800-STATE PROGRAM REVENUES	142,094,922.00	61,184,665.00	(80,910,257.00)	43.1%
5900-FEDERAL PROGRAM REVENUES	4,425,000.00	486,526.00	(3,938,474.00)	11.0%
<b>TOTAL- REVENUES</b>	<b>318,897,557.00</b>	<b>69,619,135.00</b>	<b>(249,278,422.00)</b>	<b>21.8%</b>
<b>EXPENDITURES</b>				
6100-PAYROLL COSTS	269,567,240.00	64,541,295.00	205,025,945.00	23.9%
6200-PROFESSIONAL/CONTRACTED SVCS.	28,885,411.00	5,026,944.00	23,858,467.00	17.4%
6300-SUPPLIES AND MATERIALS	15,941,902.00	3,847,627.00	12,094,275.00	24.1%
6400-OTHER OPERATING EXPENDITURES	6,139,271.00	2,093,005.00	4,046,266.00	34.1%
6600-CAPITAL OUTLAY	1,585,869.00	139,206.00	1,446,663.00	8.8%
<b>TOTAL-EXPENDITURES</b>	<b>322,119,693.00</b>	<b>75,648,077.00</b>	<b>246,471,616.00</b>	<b>23.5%</b>

**Local Investment Pools  
as of November 30, 2019**

<b>ACCOUNT NAME</b>	<b>BEGINNING BALANCE</b>	<b>TOTAL DEPOSIT</b>	<b>TOTAL WITHDRAWAL</b>	<b>TOTAL INTEREST</b>	<b>MONTH END BALANCE</b>
<b>TexPool accounts are as follows:</b>					
Food Service	2,200,971.78	0.00	0.00	3,034.48	2,204,006.26
General Account	63,840,483.33	0.00	24,007,657.50	72,851.19	39,905,677.02
Health Insurance	3,269,000.90	1,815,990.83	700,000.00	5,699.62	4,390,691.35
Workmen's Comp	43,069.38	41,666.67	45,000.00	57.64	39,793.69
Property Tax	374,796.14	6,933,983.86	0.00	3,322.86	7,312,102.86
Vending Contract Sponsor	302,166.44	0.00	0.00	416.57	302,583.01
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Capital Projects Series 2005	1,057,905.40	0.00	0.00	1,458.54	1,059,363.94
Student Activity Funds	36,788.08	0.00	0.00	50.86	36,838.94
Taylor Ray Donation Account	54.72	0.00	0.00	0.00	54.72
Capital Projects Series 2007	219,835.02	0.00	0.00	303.07	220,138.09
Common Threads Donation	55,962.55	0.00	0.00	77.16	56,039.71
Debt Service 2012A	13,022.69	0.00	0.00	17.98	13,040.67
Debt Service 2012B	9,133.11	0.00	0.00	12.61	9,145.72
Debt Service 2014A	4,376.85	0.00	0.00	6.03	4,382.88
Debt Service 2014B	4,032.53	0.00	0.00	5.55	4,038.08
Debt Service 2013	5,030.54	0.00	0.00	6.93	5,037.47
Debt Service 2013A	151,022.72	0.00	0.00	208.22	151,230.94
Debt Service 2015	33,293.60	0.00	0.00	45.93	33,339.53
Debt Service 2016A	8,756.18	0.00	0.00	12.05	8,768.23
Debt Service 2016B	2,304.77	0.00	0.00	3.23	2,308.00
Debt Service 2017	7,198.27	0.00	0.00	9.91	7,208.18
Capital Projects 2017	1.00	0.00	0.00	0.00	1.00
Debt Service 2018	2,991,559.86	0.00	0.00	4,124.40	2,995,684.26
Capital Projects 2018	50,674,609.79	0.00	8,431,219.37	66,211.58	42,309,602.00
Capital Projects 2019	48,506,479.70	0.00	0.00	66,875.54	48,573,355.24
Debt Service 2019	12,387.37	0.00	0.00	17.10	12,404.47
Debt Service Capitalized Interest 2019	3,003,435.21	0.00	0.00	4,140.84	3,007,576.05
<b>Lone Star Investment Pool Government Overnight Fund</b>					
Capital Projects Fund	5,276.64	0.00	0.00	7.43	5,284.07
Workers' Comp	490,981.31	0.00	70,000.00	612.44	421,593.75
Property Tax Fund	33,797.65	0.00	0.00	47.57	33,845.22
General Fund	2,719,689.23	0.00	0.00	3,828.28	2,723,517.51
Food Service Fund	95,099.64	0.00	0.00	133.86	95,233.50
Debt Service Series 1996	322.37	0.00	0.00	0.45	322.82
Capital Project Series 1998	736.33	0.00	0.00	1.04	737.37
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	403.65	0.00	0.00	0.57	404.22
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	17.90	0.00	0.00	0.03	17.93
Capital Projects 2015	53.58	0.00	0.00	0.08	53.66
Debt Service Series 2015	379.49	0.00	0.00	0.53	380.02
Capital Projects 2017	6,610,143.29	0.00	2,696,667.57	8,042.31	3,921,518.03
Capital Projects 2018	75,565,797.21	0.00	0.00	106,367.65	75,672,164.86
Debt Service Series 2018	4,607,673.97	0.00	0.00	6,485.84	4,614,159.81
Capital Projects 2019	30,034,222.21	0.00	0.00	42,276.66	30,076,498.87
<b>MBIA Texas CLASS Fund</b>					
General Account	16,310,691.75	0.00	0.00	26,000.49	16,336,692.24
Capital Project Series 1998	961.59	0.00	0.00	1.52	963.11
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	2,902,974.12	0.00	34,921.25	4,598.28	2,872,651.15
Debt Service 2015	824.83	0.00	0.00	1.28	826.11
Capital Projects 2017	19,009,758.33	0.00	0.00	26,533.45	19,036,291.78
Capital Projects 2019	15,018,746.16	0.00	0.00	23,941.04	15,042,687.20
<b>TEXSTAR</b>					
Capital Projects Series 2007	780.98	0.00	0.00	0.99	781.97
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	1,017,926.24	0.00	0.00	1,353.40	1,019,279.64
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	4,825.71	0.00	0.00	6.41	4,832.12
Capital Projects 2014B	2.65	0.00	0.00	0.00	2.65
Debt Service 2015	2,639.51	0.00	0.00	3.55	2,643.06
Capital Projects 2015	1.40	0.00	0.00	0.00	1.40
Capital Projects 2017	10,943,349.62	0.00	0.00	14,550.00	10,957,899.62
Capital Projects 2018	86,710,859.98	0.00	0.00	115,288.59	86,826,148.57
Debt Service 2018	3,708,111.87	0.00	0.00	4,930.22	3,713,042.09
Debt Service 2019	3,003,323.59	0.00	0.00	3,993.12	3,007,316.71
Capital Projects 2019	37,040,990.74	0.00	0.00	49,248.77	37,090,239.51
<b>TEXAS TERM/DAILY Fund</b>					
Capital Projects Series 2007	1,057,975.00	0.00	0.00	1,511.97	1,059,486.97
Capital Projects Series 2008	148.17	0.00	0.00	0.21	148.38
Capital Projects Series 2012A	0.21	0.00	0.00	0.00	0.21
Capital Projects Series 2014A	118,247.81	0.00	750.00	168.42	117,666.23
Capital Projects Series 2014B	577,214.12	0.00	0.00	824.91	578,039.03
Debt Service 2015	114.01	0.00	0.00	0.16	114.17
Capital Projects 2015	6,444,640.60	0.00	45,464.24	9,173.70	6,408,350.06
Capital Projects 2017	137.81	0.00	0.00	0.20	138.01
Capital Projects 2018	32,964,548.15	0.00	0.00	47,110.20	33,011,658.35
Debt Service 2018	1,854,745.13	0.00	0.00	2,650.65	1,857,395.78
Capital Projects 2019	15,017,680.38	0.00	0.00	21,462.03	15,039,142.41

<b>ACCOUNT TYPE</b>	<b>AVG. RATE OF RETURN</b>	<b>CURRENT MONTH EARNINGS</b>
<b>TEXPOOL ACCOUNT INTEREST</b>	<b>1.68</b>	<b>\$228,969.89</b>
<b>LONE STAR ACCOUNT INTEREST</b>	<b>1.71</b>	<b>\$167,804.74</b>
<b>MBIA TEXAS CLASS ACCOUNT INTEREST</b>	<b>1.94</b>	<b>\$81,076.06</b>
<b>TEXSTAR ACCOUNT INTEREST</b>	<b>1.62</b>	<b>\$189,375.05</b>
<b>TEXAS TERM/DAILY ACCOUNT INTEREST</b>	<b>1.74</b>	<b>\$82,902.45</b>
<b>TOTAL CURRENT MONTH EARNINGS</b>		<b>\$750,128.19</b>
<b>EARNINGS 9-01-19 THRU 10-31-19</b>		<b>\$1,542,213.15</b>
<b>TOTAL CURRENT SCHOOL YEAR EARNINGS</b>		<b>\$2,292,341.34</b>

**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

Smith Elementary is requesting a budget change to purchase clinic supplies.

199-36	Co-curricular/Extra-curricular Activities	(700.00)
199-33	Health Services	700.00

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The Technology Department is requesting a budget change to purchase security cameras for campuses.

199-11	Classroom Instruction	(25,000.00)
199-53	Data Processing Services	(25,000.00)
199-52	Security & Monitoring Services	50,000.00

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The Office of the Chief Financial Officer and the Purchasing Department are requesting an amendment to the budget for insurance recovery funds received for vehicle damage. The funds will be used to repair the Distribution Warehouse vehicle.

199-00	Revenue	976.87
199-51	Plant Maintenance & Operations	976.87



**CONSIDER APPROVAL OF BOARD POLICIES**

**RECOMMENDATION:**


That the Board of Trustees approve second reading of the following policies:

- Localized Policy Manual Update 113

**PROGRAM DESCRIPTION:**

A primary function of the Board of Trustees is to adopt policies for the operation of the District. Local policies are customized to provide a procedure to enforce the legal policies and District guidelines.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

# Explanatory Notes

## TASB Localized Policy Manual Update 113

### Lamar CISD

#### AIA(LLEGAL)

#### ACCOUNTABILITY: ACCREDITATION AND PERFORMANCE INDICATORS

Significant changes to this legally referenced policy on accreditation include:

- Moving the list of quality of learning indicators, which are used to prepare performance reports, to AIB;
- Adding detail on campus performance ratings under the local accountability option; and
- Clarifying when the commissioner of education's award of a campus distinction designation is mandatory or discretionary.

#### AIB(LLEGAL)

#### ACCOUNTABILITY: PERFORMANCE REPORTING

Significant changes to this legally referenced policy on performance reporting include:

- Better distinction of the district's obligations regarding hearing requirements, publication, and use of the annual report and the Texas Academic Performance Report (TAPR);
- Clarification of additional information required in the annual performance report;
- Addition of the list of quality of learning indicators used to prepare performance reports, which was previously at AIA; and
- New text to reference the Performance-Based Monitoring Analysis System (PBMAS).

#### AIC(LLEGAL)

#### ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

Update 113 includes a significant restructuring of this legally referenced policy on interventions and sanctions to add detail as appropriate, reorganize the provisions for better flow, and better reflect the legal content. The revisions also incorporate recent Administrative Code changes addressing:

- Provisions regarding commissioner of education appointment of a board of managers if a district has had a conservator or management team assigned for two consecutive years (effective January 28, 2019);
- Procedures to provide training in effective leadership strategies for a board of managers and subsequently to the board of trustees (effective February 4, 2019);
- Provisions on obtaining an intervention pause by contracting with a partner to operate a campus charter or operating as a designated mathematics innovation zone (effective November 18, 2018); and
- Information regarding when the commissioner may increase the intensity of sanctions (effective December 5, 2018).

#### AID(LLEGAL)

#### ACCOUNTABILITY: FEDERAL ACCOUNTABILITY STANDARDS

In this legally referenced policy on federal accountability, we have added detail about what must be included in the district plan required to receive a Title I, Part A subgrant. For schoolwide programs and targeted assistance schools, the plan must address, where appropriate, educational services outside the district's schools for neglected or delinquent children living in local institutions or attending community day-school programs.

Other changes are to match statutory language.

# Explanatory Notes

## TASB Localized Policy Manual Update 113

### Lamar CISD

#### **BBBA(LEGAL) ELECTIONS: CONDUCTING ELECTIONS**

Citations have been updated throughout this legally referenced policy on elections. In addition, we have made a correction at Notice to Candidates to properly reflect the statutory language.

#### **BBBD(LEGAL) ELECTIONS: CAMPAIGN ETHICS**

This legally referenced policy on campaign ethics has been updated to include existing legal provisions explaining disclosure requirements for political advertising.

#### **BBE(LEGAL) BOARD MEMBERS: AUTHORITY**

Provisions on board member access to information have been updated to include the text of two offenses addressing misuse of government records and information, which address willfully destroying, mutilating, or removing public information without permission; altering public information; or distributing confidential information.

Other changes include:

- A cross-reference to CPC for offenses on destruction or alienation of records and tampering with governmental records;
- A cross-reference to BBFB for offenses on misuse of official information;
- Reordering of provisions for better flow; and
- Revisions to better match statutory language.

#### **BBE(LOCAL) BOARD MEMBERS: AUTHORITY**

A recommended revision to this policy addressing board member access to information clarifies that when a board member is provided access to records or reports that are confidential or not subject to public disclosure, district staff will inform the board member about compliance with the district's applicable information security controls.

#### **BDD(LOCAL) BOARD INTERNAL ORGANIZATION: ATTORNEY**

This local policy on legal counsel has been updated to reflect common practices.

In the first two paragraphs, recommended changes reflect that many law firms use an engagement letter rather than a written agreement or contract to establish the fees and expenses for services.

A revision about reporting legal advice to the entire board recognizes that the board president or board's designee, not just the superintendent, may obtain and report legal advice to the board.

A final change strengthens the wording regarding staff requests for legal advice.

#### **BDF(LEGAL) BOARD INTERNAL ORGANIZATION: CITIZEN ADVISORY COMMITTEES**

From existing statute, we have added the requirement for the School Health Advisory Council's annual report to the board to include any recommendations made by the physical activity and fitness planning committee.

#### **BF(LEGAL) BOARD POLICIES**

This legally referenced policy addressing waivers has been updated to include waivers applicable to a district or campus required to have a student achievement improvement plan. Other changes are to better match statutory language.

# Explanatory Notes

## TASB Localized Policy Manual Update 113

### **Lamar CISD**

#### **BJCD(LLEGAL) SUPERINTENDENT: EVALUATION**

A new Administrative Code rule effective January 24, 2019, has been added to this legally referenced policy on superintendent evaluation. The rule allows completion of the Lone Star Governance superintendent evaluation to satisfy the commissioner of education's superintendent appraisal process.

#### **BJCD(LOCAL) SUPERINTENDENT: EVALUATION**

Recommended revisions streamline this local policy on superintendent evaluation by deleting specifics about the evaluation instrument and the list of board objectives in conducting the evaluation. These changes were prompted by recently updated Administrative Code rules. The changes also clarify that although the evaluation typically takes place in a closed meeting, the superintendent may request an open meeting.

An overview of legal requirements and links to TASB's Superintendent Evaluation Instrument are available on the [TASB Leadership Team Services](#) website.

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

Additional provisions have been added from the Office of Management and Budget (OMB) Uniform Guidance, which establishes uniform requirements for federal awards to non-federal entities, such as school districts. The provisions include standards for federally owned property, property acquired or improved with federal awards, and equipment and supplies acquired under a federal award.

In addition, we have updated the Note on page 5 with additional resources on the micro-purchase threshold and the simplified acquisition threshold.

#### **CDA(LLEGAL) OTHER REVENUES: INVESTMENTS**

Throughout this legally referenced policy on investments, we have added statutory language that gives districts flexibility to take certain actions by "rule, order, ordinance, or resolution." Other changes are to better match statutory language.

#### **CDB(LLEGAL) OTHER REVENUES: SALE, LEASE, OR EXCHANGE OF SCHOOL-OWNED PROPERTY**

We have added a Note at the beginning of this policy reminding districts that specific legal requirements apply to the disposal of real property acquired with federal funds. Provisions on Civil Order 5281 have been deleted. Other changes are to better match statutory language.

#### **CDH(LLEGAL) OTHER REVENUES: PUBLIC AND PRIVATE FACILITIES**

Additional detail from existing statute has been added regarding public facility corporations and public and private facilities and infrastructure partnerships.

#### **CFEA(LLEGAL) PAYROLL PROCEDURES: SALARY DEDUCTIONS AND REDUCTIONS**

This legally referenced policy on salary deductions has been revised to include more detail from existing law on each of the listed deductions.

#### **CG(LLEGAL) BONDED EMPLOYEES AND OFFICERS**

This legally referenced policy on bonded employees and officers has been deleted, since the content is addressed at other codes.

# Explanatory Notes

## TASB Localized Policy Manual Update 113

### Lamar CISD

#### **CI(LOCAL) SCHOOL PROPERTIES DISPOSAL**

This local policy authorizes the superintendent to declare district materials, equipment, and supplies to be unnecessary and appropriately dispose of those items. In response to questions, we have clarified that the scope of this authority includes district vehicles and other district personal property.

In addition, we recommend adding a statement that instructional materials must be disposed of in accordance with law, as the Education Code requires the board to determine that the materials are not needed by the district.

Finally, a change clarifies that property obtained with federal funds or as federal surplus must be managed in accordance with federal law.

Please note that because BJA(LOCAL) permits the superintendent to delegate responsibilities to other employees, we have removed language referring to the superintendent's designee. Contact the district's policy consultant if the board wants to specifically authorize someone other than the superintendent regarding the duties addressed in this policy.

#### **CNC(LEGAL) TRANSPORTATION MANAGEMENT: TRANSPORTATION SAFETY**

The offense pertaining to firearms on buses has been deleted from this legally referenced policy on transportation, as the offense is already included at GKA(LEGAL). Other changes are to better match statutory language.

#### **CO(LOCAL) FOOD AND NUTRITION MANAGEMENT**

A recommended revision to this local policy expands the provision authorizing the superintendent to develop regulations on donation of food to refer to other disposal methods for leftover food that the district might want to permit, such as implementing a sharing table or selling leftovers. The Texas Department of Agriculture offers [guidance](#) on this topic.

A change at Federal Law deletes the specific references to reimbursable or alternate meals to provide that the district's procedures shall address the parameters under which meals shall be served to a student who has insufficient funds to purchase a meal following exhaustion of the district's meal grace period. The federal USDA Food and Nutrition Service encourages districts to provide a reimbursable meal to such students.

#### **COA(LEGAL) FOOD AND NUTRITION MANAGEMENT: PROCUREMENT**

We have added a Note on page 2 referring to the Texas Department of Agriculture's Food and Nutrition Division *Administrator's Reference Manual* for information on contracts regarding consultants, food service management companies, and vended meals.

#### **COA(LOCAL) FOOD AND NUTRITION MANAGEMENT: PROCUREMENT**

This local policy is recommended for inclusion in the district's policy manual to comply with state and federal procurement rules on use of child nutrition funds. The text assigns responsibility to the superintendent to oversee the use of federal child nutrition funds to procure goods and services as appropriate and to develop and enforce financial management systems, internal control procedures, procurement procedures, and other procedures to comply with state and federal requirements.

The policy also includes provisions that authorize the superintendent to determine whether the district will apply a geographic preference when procuring unprocessed, locally grown or raised agricultural products to determine the types of products to which the preference would apply and to define the relevant geographic area.

# Explanatory Notes

## TASB Localized Policy Manual Update 113

### **Lamar CISD**

Contact your policy consultant if the board will authorize a position other than the superintendent to perform these responsibilities.

#### **COB(LEGAL) FOOD AND NUTRITION MANAGEMENT: FREE AND REDUCED-PRICE MEALS**

This legally referenced policy on free and reduced-price meals has been updated with additional provisions from existing law that address U.S. Department of Agriculture standards for eligibility hearings and nondiscrimination and confidentiality. A link provides the required nondiscrimination statement posting in a variety of languages.

#### **COB(LOCAL) FOOD AND NUTRITION MANAGEMENT: FREE AND REDUCED-PRICE MEALS**

This new local policy is recommended for inclusion in the district's policy manual to address elements of the federal free and reduced-price meal programs.

The policy reflects the district's participation in the community eligibility provision meal program.

New text addresses student and parent appeals regarding eligibility for free or reduced-price meal programs. Federal law requires a district to provide a hearing process that meets certain requirements, as described in COB(LEGAL). The local policy provides an avenue for appeal of the hearing official's decision in accordance with FNG(LOCAL).

As reflected at Civil Rights Complaints, federal and state guidance also requires districts to inform individuals alleging discrimination in school meal programs based on race, color, national origin, sex, age, or disability of the procedures and right to file a complaint with the Texas and U.S. Departments of Agriculture. Any such complaints must be forwarded to the Texas Department of Agriculture.

#### **CPC(LEGAL) OFFICE MANAGEMENT: RECORDS MANAGEMENT**

This legally referenced policy on records management has been updated to include the criminal offenses of destruction or alienation of records and tampering with governmental records.

#### **CR(LEGAL) INSURANCE AND ANNUITIES MANAGEMENT**

This legally referenced policy on insurance has been updated to better match statutory language.

#### **CRB(LOCAL) INSURANCE AND ANNUITIES MANAGEMENT: LIABILITY INSURANCE**

This local policy addressing the various types of insurance the district will purchase is recommended for deletion, as these decisions are typically made during the budget process and there is no requirement to reflect these decisions in board policy.

#### **CRF(LEGAL) INSURANCE AND ANNUITIES MANAGEMENT: UNEMPLOYMENT INSURANCE**

Additional detail from existing statute has been added to this legally referenced policy on unemployment insurance to provide more information about reasonable assurance.

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

At Compliance with a Subpoena, a new Note includes case law explaining that one federal district court concluded that governmental entities, such as school districts, have immunity from liability for claims of retaliatory discharge of an employee for complying with a subpoena.

# Explanatory Notes

## TASB Localized Policy Manual Update 113

### Lamar CISD

Additional supporting case law has also been added to the provisions explaining that uniform enforcement of a reasonable absence-control rule does not constitute retaliatory discharge.

#### **DFE(LEGAL)                      TERMINATION OF EMPLOYMENT: RESIGNATION**

To assist districts in deciding whether to report an employee who has abandoned a contract to the State Board for Educator Certification (SBEC), we have included the factors that SBEC considers when determining whether the educator had good cause to abandon the contract.

#### **E(LEGAL)                              INSTRUCTION**

The E section table of contents has been revised to reflect the deletion of codes EFC, on community instructional resources, and EFD, on field trips. Information regarding visitors to campuses is addressed at GKC, while content on all student travel, including field trips, is now found at FMG.

#### **ED(LOCAL)                              ORGANIZATION OF INSTRUCTION**

This local policy on the organization of grade levels within the district is not necessary to include in the board-adopted policy manual. It is recommended for deletion.

#### **EFC(LOCAL)                              INSTRUCTIONAL RESOURCES: COMMUNITY INSTRUCTIONAL RESOURCES**

This local policy on community instructional resources includes administrative content that is not necessary to include in the board-adopted policy manual. The policy is recommended for deletion. Visitors to campuses are currently addressed in GKC(LOCAL).

#### **EHBAF(LEGAL)                              SPECIAL EDUCATION: VIDEO/AUDIO MONITORING**

This legally referenced policy has been updated to include revised Administrative Code rules effective January 31, 2019, on video surveillance of special education settings. The rules add detail on reporting possible abuse or neglect seen in a recording, use of recordings in employee disciplinary actions, local policy requirements, procedures to appeal the denial of a request for video installation or to view a recording, and the Texas Education Agency expedited review process.

#### **EHBAF(LOCAL)                              SPECIAL EDUCATION: VIDEO/AUDIO MONITORING**

Recommended revisions to this local policy on video and audio monitoring of special education classrooms are from revised Administrative Code rules effective January 31, 2019. Changes include:

- Clarification that requests for cameras to be installed the following school year must be in writing;
- At Installation and Operation, the addition of an affirmative statement that the district must operate the cameras during the instructional day at all times when "one or more" students are in the classroom;
- The revision of language regarding areas used for changing a student's clothes to match language in the rules, also at Installation and Operation;
- The reference to "release" of video recordings to specified individuals at Confidentiality of Recordings; and
- At Complaints, new provisions addressing the ability of a parent, staff member, or district administrator to request an expedited review of certain complaints by the Texas Education Agency.

**Please note:** We have retained the district's locally developed language indicating that 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.

# Explanatory Notes

## TASB Localized Policy Manual Update 113

### Lamar CISD

#### **EHBF(LLEGAL) SPECIAL PROGRAMS: CAREER AND TECHNICAL EDUCATION**

This legally referenced policy on career and technical education has been updated to include information on district participation requirements under the Carl D. Perkins Career and Technical Education Act, effective July 1, 2019. The Act updated the definition of a member of a special population to whom a district must provide support to ensure program accessibility and assist in overcoming barriers.

#### **EHBI(LLEGAL) SPECIAL PROGRAMS: ADULT AND COMMUNITY EDUCATION**

Updates to this legally referenced policy on adult education are from amended rules effective December 16, 2018. The policy now refers to the Administrative Code for the essential program requirements. Diploma requirements were deleted from rule and deferred to TEA.

#### **EHBL(LOCAL) SPECIAL PROGRAMS: HIGH SCHOOL EQUIVALENCY**

This local policy on GED testing centers is not necessary to include in the board-adopted policy manual. It is recommended for deletion.

#### **EKB(LLEGAL) TESTING PROGRAMS: STATE ASSESSMENT**

Revisions to this legally referenced policy on state assessments include amended rules effective January 8, 2019, that clarify and update provisions on substitute assessments used to satisfy the state's end-of-course (EOC) graduation requirements.

#### **ELA(LLEGAL) CAMPUS OR PROGRAM CHARTERS: PARTNERSHIP CHARTERS**

Changes to this legally referenced policy on partnership charters are based on new rules addressing implementation of the accountability intervention pause eligible districts may obtain by entering into partnerships to operate a district campus or through designation as a mathematics innovation zone.

#### **F(LLEGAL) STUDENTS**

The F section table of contents has been revised to reflect that FNF has been renamed Investigations and Searches.

#### **FFG(LLEGAL) STUDENT WELFARE: CHILD ABUSE AND NEGLECT**

Revisions to this legally referenced policy on child abuse and neglect provide additional detail on the disciplinary actions SBEC may take against an educator for failure to comply with child abuse and neglect reporting requirements. Other changes are to better match statutory language.

#### **FNF(LLEGAL) STUDENT RIGHTS AND RESPONSIBILITIES: INVESTIGATIONS AND SEARCHES**

This legally referenced policy on student searches has been updated to include case law on intrusive searches, such as a search of a student's underwear. The cases establish the standard that such searches are impermissibly intrusive unless the school officials reasonably suspect that the object of the search is dangerous or likely to be hidden in the student's underwear.

Legal guidance on student searches is outlined in TASB Legal Service's article, [Legal Issues in Student Searches](#).

#### **FNF(LOCAL) STUDENT RIGHTS AND RESPONSIBILITIES: INVESTIGATIONS AND SEARCHES**

This local policy on student investigations and searches has been significantly revised to align with common practices and current case law.



# Explanatory Notes

## TASB Localized Policy Manual Update 113

### **Lamar CISD**

The first section affirms that district officials may question a student about the student's or another student's conduct, and students may not refuse to answer questions based on the right not to incriminate themselves.

Provisions about district property inform students that they have no expectation of privacy in district property and such property may be searched at any time without notice. This would include, for example, blanket searches. Students are responsible for any prohibited items found in district property provided to them.

General search provisions have been added and outline the district's authority to conduct searches of students, their belongings, and vehicles in accordance with law and in a reasonable and nondiscriminatory manner. The policy explains when district officials may initiate a search and the standard for conducting a reasonable-suspicion search.

The policy permits but does not require the district to conduct metal detector searches, including those using handheld wands, and to use trained dogs to screen a student's belongings or an area.

**Please note:** If your district has adopted a student random drug-testing program, please contact the district's policy consultant for an adjustment to this policy.

Legal guidance on student searches, including legal concerns seen in local policies, is addressed in TASB Legal Service's [Legal Issues in Update 113](#) memo. Review this document to determine if your practices reflect best practices for student searches.

### **FOA(LLEGAL)**

### **STUDENT DISCIPLINE: REMOVAL BY TEACHER OR BUS DRIVER**

Several existing statutory provisions have been added to this legally referenced policy addressing teacher removal of a student from class. The provisions address the required removal conference, appeals, and placement length.

For clarity, provisions regarding mandatory removal have been moved to the beginning of the policy.

### **FODA(LLEGAL)**

### **EXPULSION: JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM**

This policy is being issued to reflect updated information at the bottom of the document. There are no changes to the text of this legally referenced policy.

### **FOF(LLEGAL)**

### **STUDENT DISCIPLINE: STUDENTS WITH DISABILITIES**

Provisions on manifestation determinations for students with disabilities have been updated to add an existing statutory provision. If the student's conduct is determined to be the direct result of the district's failure to implement the student's IEP, the district must take immediate steps to remedy the deficiencies.

**CONSIDER APPROVAL OF ATTENDANCE BOUNDARY COMMITTEE**

**RECOMMENDATION:**

That the Board of Trustees approve the membership of the Attendance Boundary Committee (ABC) for 2019-2020 as presented with the proposed timeline using the Lamar CISD Zoning Process and charge the ABC with setting the boundaries for Tamarron Elementary School for the 2020-2021 school year.

**IMPACT/RATIONALE:**

Membership of the ABC will consist of two representatives from Lindsey Elementary School and Roberts Middle School. The ABC will consist of three representatives from Leaman Junior High School and Fulshear High School—as specified in the Lamar CISD Zoning Process, approved by the Board in September 2004. The Lamar CISD Zoning Process states that only representatives from campuses affected by rezoning and their feeder schools will be involved in making the rezoning recommendations to the Board. Current Board members cannot serve on the ABC.

Attached you will find the Lamar CISD Zoning Process and a tentative timeline for the 2019-2020 ABC. Using this timeline, zoning decisions for Tamarron Elementary School would be finalized by February or March.

Submitted by: Mike Rockwood, Chief of Staff  
Lindsey Sanders, Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle  
Superintendent

## 2019 - 2020 Tamarron Elementary Attendance Boundary Committee

CAMPUS	FIRST	LAST	HOME ADDRESS	CITY	PHONE NUMBER	EMAIL
<b><u>ELEMENTARY</u></b>						
Lindsey Elementary	Misty	Locke	2818 Auburn Glade Court	Katy	512-497-0825	mistynclark@gmail.com
Lindsey Elementary	Brianne	Parker	3721 Daintree Park Court	Katy	714-624-0911	brianne.parker@parkwayfellowship.com
<b><u>MIDDLE</u></b>						
Roberts Middle	Michelle	August	2618 Park Hills Drive	Katy	713-560-1201	michelleaugustjr@yahoo.com
Roberts Middle	Laura	Johnston	3218 Emerald Valley Drive	Katy	713-702-8964	laura.johnston@lcisd.org
<b><u>JUNIOR HIGH</u></b>						
Leaman Junior High	Marisa	Bowe	29906 Valley Terrace Drive	Fulshear	832-608-2294	marisalynbowe@sbcglobal.net
Leaman Junior High	Courtney	Miller	29819 Bellous River Lane	Brookshire	713-438-4883	millerfam151@gmail.com
Leaman Junior High	Jose	Quiroz	2722 Walnut Crest Drive	Katy	346-307-6710	robert.quiroz22@yahoo.com
<b><u>HIGH</u></b>						
Fulshear High	Marina	Garner Moore	29015 Dryander Forest Court	Katy	281-315-4772	mjgarner10@gmail.com
Fulshear High	Rosie	Kuhar	11618 Lantana Reach Drive	Richmond	832-223-4700	rkuhar@lcisd.org
Fulshear High	Shawn	Smith	2702 Park Hills Drive	Katy	985-688-3917	shawn.smith@lcisd.org

## Culver Elementary Attendance Boundary Committee

CAMPUS	FIRST	LAST	HOME ADDRESS	CITY	PHONE NUMBER	EMAIL
Bowie Elementary	Christina	LaChapelle	926 Seabourne Meadows Drive	Rosenberg	832-344-8690	clachap@outlook.com
Bowie Elementary	Gloria	Lara	1207 Allen Street	Rosenberg	346-857-7626	glara0115@gmail.com
Meyer Elementary	Kathaleena	Dees	2134 Red Cedar Trail	Rosenberg	832-418-0819	armygurl692@yahoo.com
Meyer Elementary	Breanna	John	2711 Englewood Street	Rosenberg	281-793-3104	bredh79@gmail.com
Thomas Elementary	Ariana	Salazar	4914 Flagstone Pine Lane	Richmond	832-757-2213	rariana38@gmail.com
Thomas Elementary	Ashley	White	6206 Pleak Road	Richmond	281-684-0804	jcmacr08@gmail.com
Navarro Middle	Amanda	Perez	1002 Armadillo Road	Rosenberg	832-814-4567	perez.amanda986@gmail.com
Navarro Middle	Jessenia	Perez	1812 Old Creek Drive	Rosenberg	832-896-1186	jeperez@lcisd.org
George Junior High	Olivia	Holmes	1126 Desert Willow Lane	Rosenberg	832-847-8681	olivialholmes15@yahoo.com
George Junior High	Sharndra	Shinette	1106 Desert Palms Lane	Rosenberg	979-618-3446	sharndrajohnson@yahoo.com
George Junior High	Desiree	Zepeda	1632 Brumbelow Street	Rosenberg	713-306-2280	dddj1632@yahoo.com
Terry High	Latischia	McDonald	5926 Metaphor Way	Richmond	281-714-6350	latischia@moo-inc.com
Terry High	Andrea	Thompson	6811 Garnet Trail Lane	Richmond	713-679-4165	dreabladyredd@aol.com
Terry High	Tara	Ward	6514 Snowbell Court	Richmond	832-646-0126	tward83080@att.net

## **2019 – 2020 Attendance Boundary Committee Zoning Timeline for Tamarron Elementary**

October 17	Information item with timeline to Board
November 11	Request for Attendance Boundary Committee (ABC) applications
December 6	Deadline for principals to submit ABC representatives
December 11	ABC review for Tamarron Elementary at Facilities Planning Team meeting
December 17	Board Zoning Committee meeting
December 19	Board approval of ABC and charge to ABC
January 6	First ABC meeting – zoning considerations for fall 2020 – 6:30 p.m. Lindsey Elementary School – Library
January 13	Second ABC meeting – zoning considerations for fall 2020 – 6:30 p.m. Lindsey Elementary School – Library
January 21	Third ABC meeting (if necessary) – zoning considerations for fall 2020 – 6:30 p.m. Lindsey Elementary School – Library
January 30	Public input at community meeting – 6:30 p.m. Leaman Junior High School
February 3	ABC meeting – zoning recommendation to the Board finalized for fall 2020 – 6:30 p.m. Lindsey Elementary School – Library
February 18	ABC recommendation to the Board Zoning Committee
February 20	ABC recommendation to the Board – 7 p.m. Board Room
February 24	Information sent out to parents of students rezoned (if approved by Board)
March 19	ABC recommendation to the Board/additional public input/Board discussion if not approved at the February meeting – 7 p.m. Board Room

## **THE LCISD ZONING PROCESS**

**FACT:** Lamar CISD is among the fastest growing school districts in the state. A large number of residential developments are under construction or in the planning stages throughout the LCISD community. The district must continue providing all students with a quality education.

**BACKGROUND:** In a growing school system, it is inevitable that the district's attendance zones will be changed periodically. As new schools open and population shifts occur, attendance zones will be adjusted. Each campus in the district is unique and offers many enrichment opportunities for students. Our goal is to ensure that all campuses, regardless of location, provide quality programs.

**REQUESTING AN INTRA-DISTRICT TRANSFER:** Assignments of any neighborhoods or areas of the district to a particular campus are subject to re-evaluation each year. Although students are expected to attend the school located in the attendance zone in which they reside, certain conditions may exist as outlined in district policies and procedures in which parents/guardians may request their child's transfer to another LCISD campus. In such instances, the parents/guardians may complete an intra-district transfer application available from any campus.

The application must be submitted to the principal at the requested campus. Due to overcrowded conditions at some campuses, the district may declare a campus closed to new transfers.

**ZONING OBJECTIVES/CRITERIA:** The district's Framework for Facilities Planning established a need for objectives and criteria to be used to guide zoning decisions. The following 12 objectives should be used when developing new attendance zones. All of the 12 objectives should be given equal weight when making boundary decisions.

1. To draw attendance zones in a way that supports an efficient/effective use of school facilities.
2. To reduce overcrowding of campuses.
3. To plan for future growth.
4. To keep neighborhoods and feeder schools tracking together, as much as possible.
5. To minimize rezoning neighborhoods which have been affected in previous rezonings.
6. To draw secondary zones which reflect the diversity of the district, as much as possible.
7. To consider elementary students' proximity to a campus, being mindful of traffic patterns that allow for the safest routes available.
8. To involve the community in defining the objectives/criteria for rezoning.
9. To develop a fair and objective rezoning process.
10. To always keep in mind doing what is in the best interest of students.
11. To communicate zoning information effectively to all students and families that may be impacted.
12. To consider fiscal impact of changes.

**ATTENDANCE BOUNDARY COMMITTEE MAKE-UP:** Membership of the ABC will consist of two representatives from each elementary and middle school campus and three representatives from each junior high and high school campus. The campus administrator will select campus representatives with the entire committee approved by the Board. Appropriate central administrators will serve as resources as needed. District information and the Board’s charge for rezoning considerations will be presented to the entire committee. Only representatives from campuses affected by rezoning and their feeder schools will be involved in making the rezoning recommendations to be presented to the Board. Current Board members cannot serve on the Attendance Boundary Committee.

**LCISD ZONING PROCESS**

<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>
Conduct Board/Cabinet workshop(s) to review and discuss ABC charge and approve committee membership.	Convene the Attendance Boundary Committee (ABC) to review data & create zoning recommendations based on options presented by the administration as charged by the Board.	Conduct community forum(s) for parents in the areas subject to change to review plans and provide feedback.	Conduct additional ABC meetings as needed to review and discuss ABC proposed plan(s), and any changes presented based on parent input.	Conduct additional community forum(s) if needed to present final recommendation and allow for public comments.	Submit final recommendation to the Board Zoning Committee for input.	Submit final recommendation for Board approval.

**Step 1:** The administrative team will present all options to be considered for rezoning for review, discussion and input at a Board workshop (open to the public). Any modifications suggested at the workshop will be made before presenting the options to the ABC. Information for the Board may also be presented in written format to be discussed at a regular meeting of the Board. The Board will charge the administration with rezoning priorities to be considered by the ABC and approve the ABC membership roster for that year.

**Step 2:** Involve parents and community members in the process through the district Attendance Boundary Committee (ABC). The ABC will review the supporting data and options presented by the administration and work to propose possible zoning recommendations for Board consideration and approval.

**Step 3:** The plan(s) will be shown at a Community Forum(s) for parent input.

**Step 4:** Based on parent input from the Community Forum(s), the ABC will make any needed modifications to its recommendations. Modified ABC recommendations can be presented orally or in a written format to the Board.

**Step 5:** Additional Community Forum if needed to allow for parent comments on any ABC changes to the original recommendation.

**Step 6:** ABC will submit final recommendation to the Board Zoning Committee for input.

**Step 7:** Zoning plan(s) submitted for Board approval.

**ADDITIONAL INFORMATION:** If you would like additional information about zoning in Lamar CISD, please contact Community Relations at 832-223-0330.



**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING  
LAW ENFORCEMENT APPRECIATION DAY**

**RECOMMENDATION:**

That the Board of Trustees approve the attached resolution proclaiming January 9, 2020 as Law Enforcement Appreciation Day in the Lamar Consolidated Independent School District.

**IMPACT/RATIONALE:**

Law Enforcement Appreciation Day will be celebrated nationally on January 9, 2020. It is appropriate that Lamar CISD recognize the contributions of local law enforcement and thank them for their service to our schools and the community.

**PROGRAM DESCRIPTION:**

District staff and students will express their appreciation to our local law enforcement agencies for their dedication and commitment to Lamar CISD and the community.

Submitted by: Mike Rockwood, Chief of Staff  
Lindsey Sanders, Director of Community Relations

Recommended for Approval:



Dr. Thomas Randle  
Superintendent

# Resolution

Whereas, National Law Enforcement Appreciation Day is celebrated throughout the United States on January 9, 2020; and

Whereas, 780,000 law enforcement officers across the country put on a badge not knowing what dangers they may face in the line of duty; and

Whereas, Lamar CISD is the proud home of many dedicated law enforcement officers who put their lives on the line to keep our community safe; and

Whereas, law enforcement officers play an integral part in our society and are guardians of our way of life; and

Whereas, we appreciate the extraordinary efforts and sacrifices made by officers and their family members on a daily basis in order to protect our schools, workplaces, roadways and homes;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare January 9, 2020 as **Law Enforcement Appreciation Day** in the Lamar Consolidated Independent School District.

Adopted this 19<sup>th</sup> day of December 2019 by the Board of Trustees.

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Kay Danziger, President

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Mandi Bronsell, Secretary

**DISCUSSION AND ACTION ON BOARD MEETING VIDEO**

**IMPACT/RATIONALE:**

By request, the Board of Trustees will discuss and take possible action on Board meeting video Live-Production upgrades.

**BACKGROUND INFORMATION:**

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.

Submitted by:       Dr. Thomas Randle, Superintendent  
                          Mike Rockwood, Chief of Staff  
                          Chris Juntti, Interim Deputy Superintendent of Support Services

## **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.

**CONSIDER APPROVAL OF NEW BUS PURCHASE**

**RECOMMENDATION:**

That the Board of Trustees approve the purchase of 25 new buses from Thomas Bus Gulf Coast in the amount of \$2,844,925.

**IMPACT/RATIONALE:**

In November 2017, a bond referendum was approved that included the purchase of new buses. Thomas Bus Gulf Coast has provided BuyBoard Cooperative pricing for the 25 new buses. Lamar CISD is a member of the BuyBoard Cooperative and can take advantage of this procurement proposal under BuyBoard contract #549-17.

This purchase will include twenty 77-passenger buses, one 77-passenger lift bus, four 53-passenger lift buses, and the \$800 (per purchase order) BuyBoard purchasing cooperative fee.

This procurement will use 2017 bond program funds in the amount of \$2,600,454, and the remaining \$244,471 will come from the Transportation Department's 2019-20 operating budget.

**PROGRAM DESCRIPTION:**

Upon approval, Thomas Bus Gulf Coast will begin the procurement process to order the new buses.

Submitted by:           Chris Juntti, Interim Deputy Superintendent of Support Services  
                                  Mike Jones, Director of Transportation  
                                  Jill Ludwig, CPA, RTSBA, Chief Financial Officer  
                                  Lamanda Nipps, CTSBO Purchasing & Materials Manager

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF RFP#03-2020RG FOR CONSTRUCTION  
MANAGEMENT AT RISK FOR THE LAMAR CONSOLIDATED HIGH SCHOOL,  
LAMAR JUNIOR HIGH SCHOOL, TERRY HIGH SCHOOL, AND GEORGE JUNIOR  
HIGH SCHOOL INTERIOR/EXTERIOR ADDITIONS AND RENOVATIONS**

**RECOMMENDATION:**

That the Board of Trustees approve the Request for Proposal for Construction Manager at Risk for Lamar Consolidated High School and Lamar Junior High School (Project 1) and Terry High School and George Junior High School (Project 2) for the interior/exterior additions and renovations to Drymalla Construction Company in the amount of \$60,000 pre-construction services plus construction management at risk and general conditions fees.

**IMPACT/RATIONALE:**

On October 17, 2019, the Board of Trustees approved the Construction Management at Risk procurement method for the Lamar Consolidated High School, Lamar Junior High School, Terry High School, and George Junior High School interior/exterior additions and renovations. Lamar CISD administration, PBK Architects, VLK Architects, and Rice & Gardner evaluated the proposals and ranked them based on the selection criteria published in the Request for Proposals. Drymalla Construction's proposal includes:

- Project 1 – Lamar Consolidated High School and Lamar Junior High School pre-construction services in the amount of \$30,000, a construction management at risk fee of 1.66% and a general conditions fee of 5.25%.
- Project 2 – Terry High School and George Junior High School pre-construction services in the amount of \$30,000, a construction management at risk fee of 1.66% and a general conditions fee of 7.36%.

**PROGRAM DESCRIPTION:**

Upon approval Drymalla Construction Company will begin the preconstruction phase in the design process for the Lamar Consolidated High School, Lamar Junior High School, Terry High School, and George Junior High School interior/exterior additions and renovations.

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

11 Greenway Plaza, 22<sup>nd</sup> Floor  
Houston, Texas 77046  
Toll-free: 1-800-938-7272  
Fax: 713-961-4571  
PBK.com

December 10, 2019

VIA: E-MAIL



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

RE: Lamar High School and Lamar Junior High School Additions and Renovations  
Lamar Consolidated Independent School District  
LCISD RFP Number: 03-2020RG / PBK Project Number: 19308

Dear Mr. McKeever,

On Tuesday, December 3, 2019, sealed proposals were received in the District's Service Center Training Room for the Construction Manager-at-Risk for the Lamar High School and Junior High School Additions and Renovations project. Five (5) construction managers submitted proposals for preconstruction services, construction manager fee and general conditions fee.

In full compliance with the requirements of the Texas Government Code Section 2269.253, the Selection Committee comprised of the Lamar CISD Facilities, Rice & Gardner, and representatives from PBK evaluated the proposals against the published, adopted selection criteria. Based on a thorough review and analysis of the submitted proposals, Drymalla Construction Company, Inc. received the highest ranking from the group, and was deemed the best value for the District.

PBK, therefore, recommends to the Lamar Consolidated Independent School District's Board of Trustees the acceptance of the Selection Committee's recommendation to award the Construction Manager-at-Risk contract for the Lamar High School and Junior High School Additions and Renovations project to Drymalla Construction Company. Their fees are as follows:

Pre-Construction Services:	\$30,000.00
Construction Manager Fee:	1.66%
General Conditions Fee:	5.25%

We have had extensive experience with Drymalla Construction Company on numerous projects in the Houston area and Lamar Consolidated ISD. Drymalla Construction Company was also the Construction Manager and General Contractor for Churchill Fulshear Jr. High School and Dean Leaman Junior High School, Churchill Fulshear Jr. High School Shell Space Buildout, Judge Thomas L. Culver Elementary School, Donald Carter Elementary School, Dr. Thomas E. Randle High School and Harry Wright Junior High School. We are very confident that Drymalla Construction Company, Inc. is well qualified to successfully execute the requirements of this contract. We look forward to a successful construction phase for this project with your staff and Drymalla Construction Company, Inc.

We would like to express our sincere appreciation to you, Dr. Randle, the District's administration staff and the Board of Trustees for the opportunity to be associated with these very important projects.

We look forward to a successful partnership with the District and Drymalla Construction Company, Inc. in the construction of these projects for the Lamar Consolidated Independent School District.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Rick Blan', with a long horizontal stroke extending to the right.

Rick Blan, AIA, LEED AP BD+C  
Partner

ARCHITECTURE \ ENGINEERING \ PLANNING \ TECHNOLOGY \ FACILITY CONSULTING



December 10, 2019

Mr. Kevin McKeever  
Facilities & Planning Executive Director  
Lamar CISD  
3911 Avenue I  
Rosenberg, Texas 77471

Re: Terry HS and George JHS Additions and Renovations  
Lamar CISD  
Proposal No. RFP No. 03-2020RG  
VLK Project No. 1995.00

Dear Mr. McKeever,

On Tuesday, December 3, 2019, Construction Manager at Risk Proposals were received at the Lamar CISD Facilities Building for the Terry HS and George JHS Additions and Renovations. Five (5) offerors submitted proposals as requested. A tabulation of the proposal results is attached.

A Selection Committee made up of District administrators, architects and consultants evaluated the proposals on Tuesday, December 3, 2019, and ranked them based on the selection criteria published in the Instructions to Offerors section of the Contract Documents.

VLK Architects recommends to the Lamar CISD Board of Trustees, the acceptance of the Selection Committee's recommendation to select Drymalla Construction Company as the Construction Manager at Risk for the Terry HS and George JHS Additions and Renovations project in the amount of \$30,000.00, which represents the Pre-construction Fee, 1.66% for the CM-at-Risk Fee, and 7.36% for the Proposed General Conditions. All parties teamed with Lamar CISD staff to confirm proposals contained fair and accurate pricing, ensuring the maximum value to the District was achieved.

Drymalla Construction Company is a Columbus, Texas based contractor that has successfully executed numerous construction projects for a host of school districts in the Texas Gulf Coast area including Lamar CISD. Additionally, after discussions with their references, we feel they are well qualified to execute the requirements of the CMAR contract.

We would like to express our sincere thanks to you and your staff, the Board of Trustees, Dr. Randle and the Lamar CISD for allowing us this exciting opportunity to be part of this important project.

We look forward to a successful partnership with the District and Drymalla Construction Company, in the construction of the Terry HS and George JHS Additions and Renovations.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd J. Lien", is written over a horizontal line.

Todd J. Lien, AIA  
Principal  
Enclosure

Cc: Mr. Jim Rice  
Mr. Robbie Hausler



**CONSTRUCTION MANAGER AT RISK  
FINAL RFP EVALUATION**

Project No. 1 – Lamar HS and Lamar JHS Additions and Renovations - Approximate Budget of \$19,300,000.00  
 Project No. 2 – Terry HS and George JHS Additions and Renovations - Approximate Budget of \$12,000,000.00  
 Lamar Consolidated Independent School District RFP No. 03-2020R2G  
 Tuesday, December 3, 2019 - Proposals Due at 2:00 PM

PROJECT	Drymilla Construction	Duretech, Inc.	Satterfield & Pontikes Construction, Inc.	Sterling Structures, Inc.	Turner Construction Company
Addenda 1-2 Acknowledged	Yes, 1 & 2	Yes, 1 & 2	Yes, 1 & 2	No	Yes, 1 & 2
Project No. 1 - Lamar HS and Lamar JHS Proposed Pre-Construction Services Fee (\$)	\$30,000.00	\$24,168.00	\$35,000.00	\$15,000.00	\$32,810.00
Project No. 2 - Terry HS & George JHS Proposed Pre-Construction Services Fee (\$)	\$30,000.00	\$24,168.00	\$35,000.00	\$10,000.00	\$17,750.00
Project No. 1 - Lamar HS and Lamar JHS Proposed CM-at-Risk Fee (%)	1.66%	2.22%	1.96%	3.25%	2.97%
Project No. 1 - Lamar HS and Lamar JHS Proposed CM-at-Risk Fee Based on Budget (\$)	\$320,380.00	\$428,460.00	\$378,280.00	\$627,250.00	\$573,210.00
Project No. 2 - Terry HS & George JHS Proposed CM-at-Risk Fee (%)	1.66%	3.72%	1.96%	3.25%	2.97%
Project No. 2 - Terry HS & George JHS Proposed CM-at-Risk Fee Based on Budget (\$)	\$199,200.00	\$446,400.00	\$235,200.00	\$390,000.00	\$356,400.00
Project No. 1 - Lamar HS and Lamar JHS Proposed General Conditions Fee (%)	5.25%	6.95%	4.97%	4.45%	4.77%
Project No. 1 - Lamar HS and Lamar JHS Proposed General Conditions Fee Based on Budget (\$)	\$1,013,250.00	\$1,341,350.00	\$959,210.00	\$858,850.00	\$920,610.00
Project No. 2 - Terry HS & George JHS Proposed General Conditions Fee (%)	7.36%	10.20%	4.87%	6.44%	6.77%
Project No. 2 - Terry HS & George JHS Proposed General Conditions Fee Based on Budget (\$)	\$883,200.00	\$1,224,000.00	\$584,400.00	\$772,800.00	\$812,400.00
<b>Total Fee (FEE + Pre-Construction)</b>	<b>\$2,476,030.00</b>	<b>\$3,488,546.00</b>	<b>\$2,227,090.00</b>	<b>\$2,673,900.00</b>	<b>\$2,713,180.00</b>
<b>Pricing Evaluation (15%)</b>	<b>13.49</b>	<b>9.58</b>	<b>15.00</b>	<b>12.49</b>	<b>12.31</b>
<b>Technical Evaluation (85%)</b>	<b>80.09</b>	<b>80.54</b>	<b>78.31</b>	<b>67.24</b>	<b>75.58</b>
<b>Total Evaluation Points</b>	<b>93.58</b>	<b>90.11</b>	<b>93.31</b>	<b>79.74</b>	<b>87.90</b>
<b>Final Ranking</b>	<b>1.00</b>	<b>3.00</b>	<b>2.00</b>	<b>5.00</b>	<b>4.00</b>

**CONSIDER APPROVAL OF DEDUCTIVE CHANGE ORDER #1 AND FINAL  
PAYMENT FOR THE SYNTHETIC TURF PROJECT**

**RECOMMENDATION:**

That the Board of Trustees approve the deductive change order #1 in the amount of \$280,902.60 and final payment of \$297,356.67 to Hellas Construction for the construction of the synthetic turf sports fields and tracks and authorize the Board President to sign the change order.

**IMPACT/RATIONALE:**

Hellas Construction was the contractor for the construction of the synthetic turf sports fields and tracks. Substantial completion was achieved on August 2, 2019. Funding is from the 2017 Bond.

**PROGRAM DESCRIPTION:**

Upon approval, the Board President will sign the change order and Hellas Construction will be paid 100 percent for the construction of the synthetic turf sports fields and tracks.

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:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent



Change Order

PROJECT: (Name and address)
Synthetic Turf Sports Fields & Tracks
LCISD CSP No. 06-2019PBK
PBK Project No: 18324SP

CONTRACT INFORMATION:
Contract For: Construction
Date: March 21, 2019

CHANGE ORDER INFORMATION:
Change Order Number: 01
Date: October 31, 2019

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

ARCHITECT: (Name and address)
PBK Architects, Inc.
11 Greenway Plaza, 22nd Floor
Houston, Texas 77046

CONTRACTOR: (Name and address)
Hellas Construction, Inc.
25700 IH-45 North
Suite 160
Spring, Texas 77386

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.)

Deductive Change Order to re-allocate funds from the respective contingency allowances back to the Owner in the amount of:

Table with 2 columns: Description and Amount. Rows include Foster High School PO# 59009478 (\$88,876.40), Fulshear High School PO# 59009476 (\$49,956.40), George Rach High School PO# 59009277 (\$60,426.40), Terry High School PO# 59009368 (\$81,643.40), and TOTAL (\$280,902.60).

Summary table with 2 columns: Description and Amount. Rows include The original Contract Sum was (\$6,296,816.00), The net change by previously authorized Change Orders (\$0.00), The Contract Sum prior to this Change Order was (\$6,296,816.00), The Contract Sum will be decreased by this Change Order in the amount of (\$280,902.60), and The new Contract Sum including this Change Order will be (\$6,015,913.40).

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

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.

Hellas Construction, Inc.

Lamar Consolidated Independent School District

ARCHITECT (Firm name)

CONTRACTOR (Firm name)

OWNER (Firm name)

Handwritten signature of Trey Schneider

Handwritten signature of Eric Horn

Blank signature line

SIGNATURE

SIGNATURE

SIGNATURE

Trey Schneider, P.E. // Partner
PRINTED NAME AND TITLE

Eric Horn, Regional VP
PRINTED NAME AND TITLE

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October 31, 2019
DATE

11/4/19
DATE

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**CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR THE MULTI-CAMPUS  
CARPET REPLACEMENTS AND RENOVATIONS**

**RECOMMENDATION:**

That the Board of Trustees approve the design development for the multi-campus carpet replacements and renovations as presented by Corgan Associates, Inc.

**IMPACT/RATIONALE:**

Corgan Associates, Inc. will be presenting the design development for the multi-campus carpet replacements 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 multi-campus carpet replacements and renovations. 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:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF PROFESSIONAL TOPOGRAPHIC SURVEYING SERVICES FOR MULTIPLE PROJECTS**

**RECOMMENDATION:**

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying for various projects in the total amount of \$54,900 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.

- |   |          |
|---|----------|
| • Taylor Ray Elementary Drainage Improvements | \$ 8,900 |
| • Jackson Elementary Exterior Renovations     | \$ 6,500 |
| • Bowie Elementary Improvements               | \$13,750 |
| • Wessendorff Middle Orchestra Additions      | \$ 3,750 |
| • Wertheimer Middle Orchestra Additions       | \$ 3,250 |
| • Ryon Middle Orchestra Additions             | \$ 3,250 |
| • Navarro Middle Orchestra Additions          | \$ 3,250 |
| • George Ranch High Multi-Purpose Space       | \$ 3,750 |
| • Fulshear High Multi-Purpose Space           | \$ 3,250 |
| • Foster High Multi-Purpose Space and Parking | \$ 5,250 |

**PROGRAM DESCRIPTION:**

Upon approval, Charlie Kalkomey Surveying, Inc. will provide the topographic survey information needed for the design of the additions and renovations of various projects.

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



1229 Corporate Drive, Suite 100  
Rosenberg, Texas 77471  
Tel: 281.342.2033  
Fax: 281.232.9909  
[www.jonescarter.com](http://www.jonescarter.com)

November 6, 2019

Mr. Kevin McKeever  
[mckeever@lcisd.org](mailto:mckeever@lcisd.org)

Re: Cost Estimate and Contract  
Topographic Survey services of Taylor Ray Elementary 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 the Taylor Ray Elementary School Campus on Ward Street and Avenue N. 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 purple shaded area as per the attached exhibit provided us by Rice & Gardner.

- 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	\$7,400.00
II.	Underground Locating Service (subcontractor)	\$750.00
III.	Abstracting Service (subcontractor)	\$750.00

**The total fee for these services is \$8,900.00.**

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 Taylor Ray Campus.doc  
Enclosures

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

\_\_\_\_\_  
Date

**Kay Danziger**  
\_\_\_\_\_  
Name (Printed)

**Board President**  
\_\_\_\_\_  
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.





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

PROJECT NAME: <b>TAYLOR RAY ELEMENTARY SCHOOL</b>		DATE: 10/30/19	
DRAWING SCALE: HORIZONTAL: 1" = 20' VERTICAL: N.T.S.		EXHIBIT 3	
PROJECT NUMBER: <b>0120-0101</b>		PRELIMINARY SITE NOTES	

**auricEngineers**  
 F-20740  
 2043 GOLDSMITH ST.  
 HOUSTON, TEXAS 77030  
**auricEngineers.com**





1229 Corporate Drive, Suite 100  
Rosenberg, Texas 77471  
Tel: 281.342.2033  
Fax: 281.232.9909  
[www.jonescarter.com](http://www.jonescarter.com)

November 6, 2019

Mr. Kevin McKeever  
[mckeever@lcisd.org](mailto:mckeever@lcisd.org)

Re: Cost Estimate and Contract  
Topographic Survey services of Jackson Elementary School  
Henry Scott League, Abstract 83  
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 the Jackson Elementary School Campus on 3<sup>rd</sup> Street and Avenue C. 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 purple shaded area as per the attached exhibit provided us by Rice & Gardner.

- 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	\$5,000.00
II.	Underground Locating Service (subcontractor)	\$750.00
III.	Abstracting Service (subcontractor)	\$750.00

**The total fee for these services is \$6,500.00.**

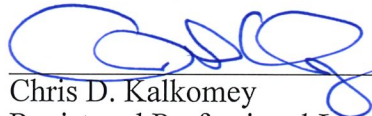
This fee includes costs for an underground locating service and an abstracting/deed research service.

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 Jackson Campus.doc  
Enclosures

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

\_\_\_\_\_  
Date

**Kay Danziger**  
\_\_\_\_\_  
Name (Printed)

**Board President**  
\_\_\_\_\_  
Title





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 BIDDING OR PERMIT  
 PURPOSES.  
 10/30/19

<b>auricEngineers</b> F-20740 2043 GOLDSMITH ST. HOUSTON, TEXAS 77030 <b>auricEngineers.com</b>		PROJECT NAME: <b>JACKSON ELEMENTARY SCHOOL</b>	
DRAWING SCALE: HORIZONTAL 1" = 100' VERTICAL N.T.S.		DATE: 10/30/19	
PROJECT NUMBER: <b>0120-0101</b>		<b>EXHIBIT 2</b>	
		<b>PRELIMINARY SITE NOTES</b>	



December 6, 2019

Mr. Kevin McKeever  
[mckeever@lcisd.org](mailto:mckeever@lcisd.org)

Re: Cost Estimate and Contract  
Topographic Survey services of Bowie Elementary School  
Henry Scott League, Abstract 83  
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 the Bowie Elementary School Campus on Bamore Road for possible detention expansion, parking expansion and a canopy construction project. We understand the architect for this project needs the location of underground utilities and 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 purple shaded areas (Numbered as "1", "2", "3", "POTENTIAL DETENTION" and "CANOPY") as per the attached exhibit provided us by Rice & Gardner. We understand there are multiple possible locations for the parking expansion. Therefore all the 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	\$11,500.00
II.	Underground Locating Service (subcontractor)	\$1,500.00
III.	Abstracting Service (subcontractor)	\$750.00

**The total fee for these services is \$13,750.00.**

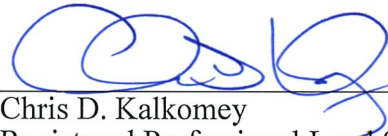
This fee includes costs for an underground locating service and an abstracting/deed research service.

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  
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Enclosures

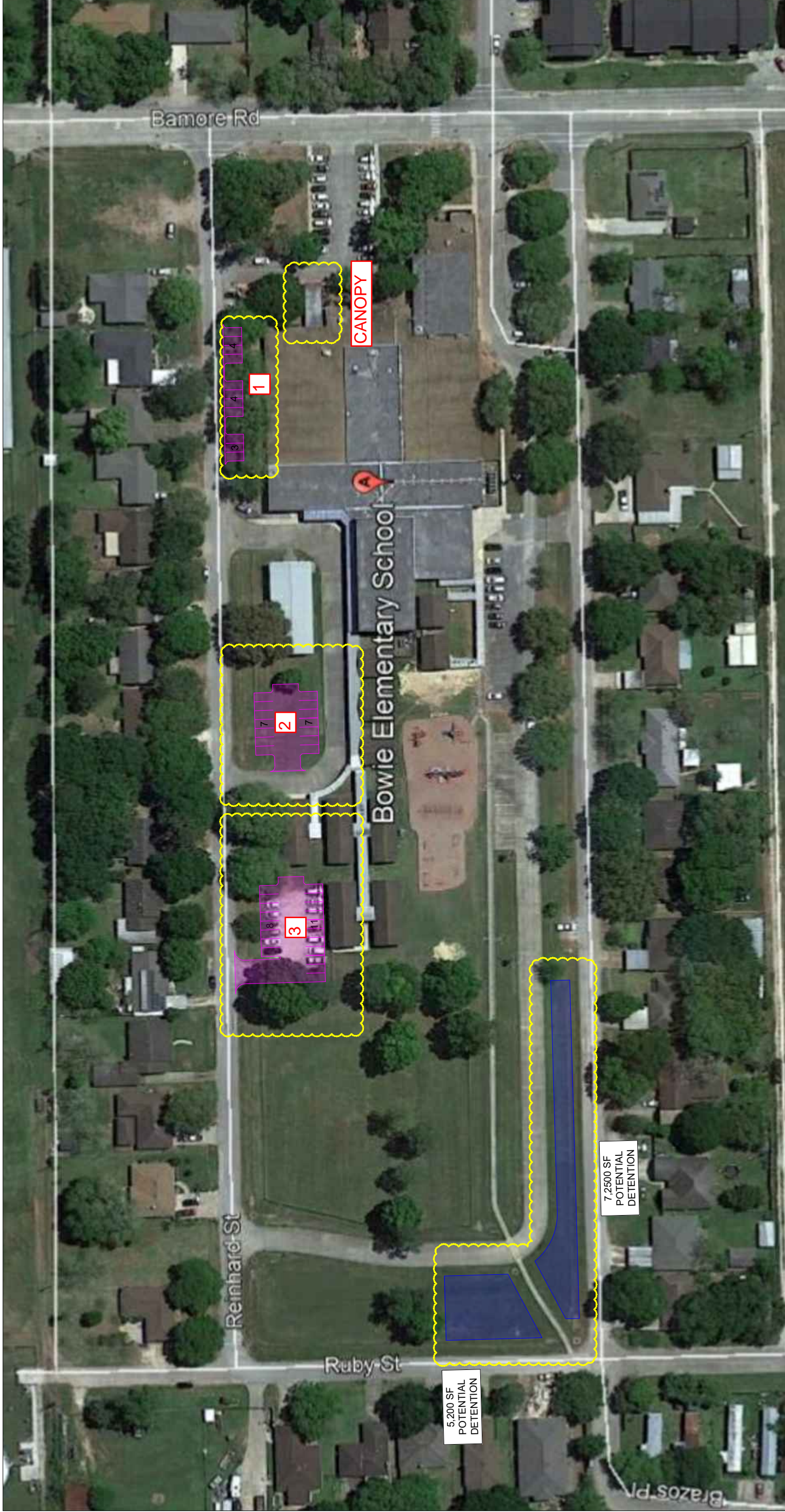
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Accepted By: (Signature)  
(Party liable for payment)

\_\_\_\_\_  
Date

**Kay Danziger**  
\_\_\_\_\_  
Name (Printed)

**Board President**  
\_\_\_\_\_  
Title





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.  
12/4/19

<b>auricEngineers</b> F-20740 2043 GOLDSMITH ST. HOUSTON, TEXAS 77030 <b>auricEngineers.com</b>		PROJECT NAME: <b>BOWIE ELEMENTARY SCHOOL</b>	
DRAWING SCALE: HORIZONTAL <b>1" = 100'</b>		DATE: <b>12/4/19</b>	
PROJECT NUMBER: <b>0120-0101</b>		<b>EXHIBIT 1</b>	
		<b>PRELIMINARY SITE NOTES</b>	





1229 Corporate Drive, Suite 100  
Rosenberg, Texas 77471  
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[www.jonescarter.com](http://www.jonescarter.com)

November 21, 2019

Mr. Kevin McKeever  
[mckeever@lcisd.org](mailto:mckeever@lcisd.org)

Re: Cost Estimate and Contract  
Topographic Survey services at Wessendorff Middle School  
J. W. Moore Survey, Abstract 61  
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 the Wessendorff Middle School Campus on Lane Drive and Mustang Avenue for parking and orchestra room expansion. We understand the architect for this project needs the location of underground utilities and topographic information for all areas identified within the Project Site.

## Scope of Services

### I. Survey Services

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

- General location of the buildings within the Project Site with finish floor elevations of any adjacent doorways. 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.

No research of the deed records for easements or restrictions will be performed.

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	\$3,000.00
II.	Underground Locating Service (subcontractor)	\$750.00

**The total fee for these services is \$3,750.00.**

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 Wessendorff Expansion.doc  
Enclosures

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

\_\_\_\_\_  
Date

**Kay Danziger**  
\_\_\_\_\_  
Name (Printed)

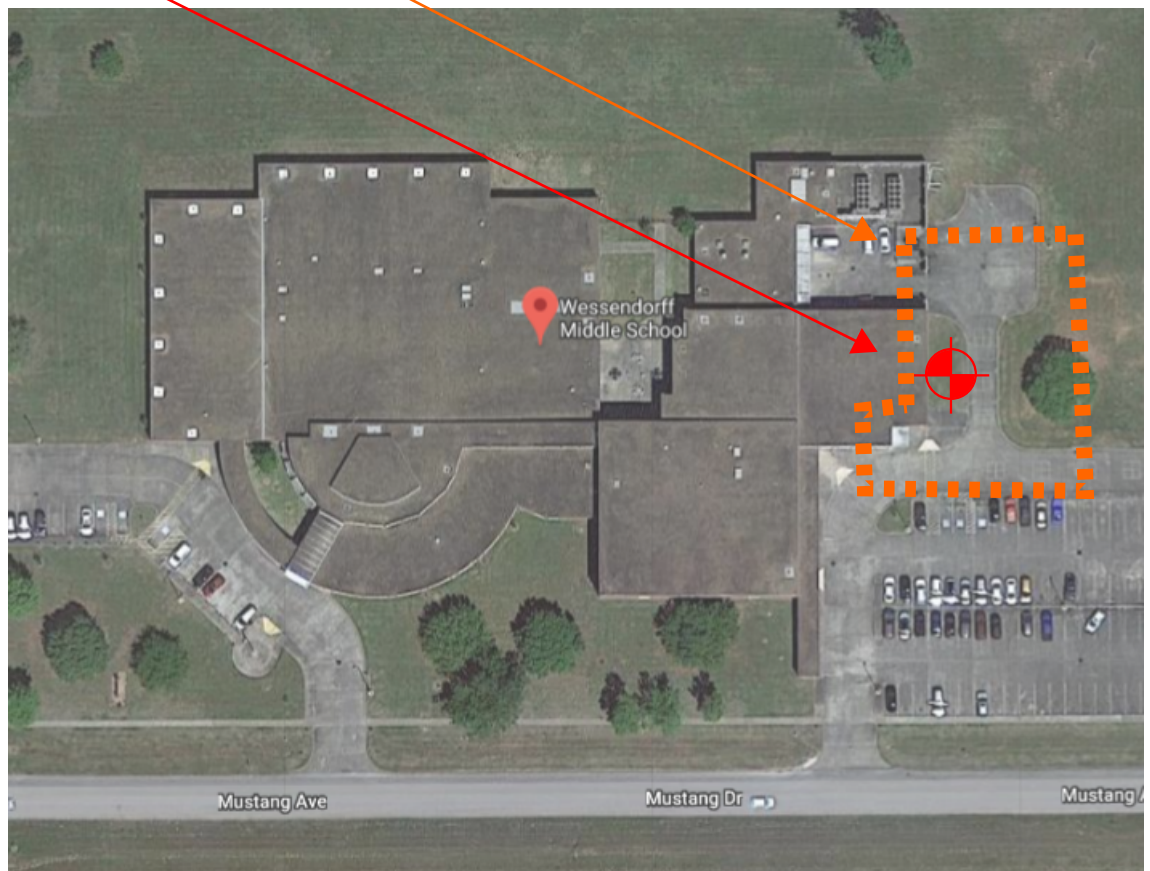
**Board President**  
\_\_\_\_\_  
Title

## MULTI PURPOSE SPACE ADDITIONS, ORCHESTRA ROOM ADDITIONS, and PARKING LOT EXPANSION

### WESSENDORF MIDDLE SCHOOL

**SURVEY EXTENTS**

**BORE LOCATION 1**





1229 Corporate Drive, Suite 100  
Rosenberg, Texas 77471  
Tel: 281.342.2033  
Fax: 281.232.9909  
[www.jonescarter.com](http://www.jonescarter.com)

November 21, 2019

Mr. Kevin McKeever  
[mckeever@lcisd.org](mailto:mckeever@lcisd.org)

Re: Cost Estimate and Contract  
Topographic Survey services at Wertheimer Middle School  
William Andrews League, Abstract 3  
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 Wertheimer Middle School Campus on F. M. Highway 723 for orchestra room expansion. We understand the architect for this project needs the location of underground utilities and topographic information for all areas identified within the Project Site.

## Scope of Services

### I. Survey Services

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

- General location of the buildings within the Project Site with finish floor elevations of any adjacent doorways. 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.

No research of the deed records for easements or restrictions will be performed.

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	\$2,500.00
II.	Underground Locating Service (subcontractor)	\$750.00

**The total fee for these services is \$3,250.00.**

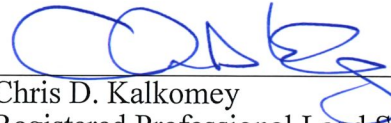
This fee includes costs for an underground locating service.

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  
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Enclosures

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

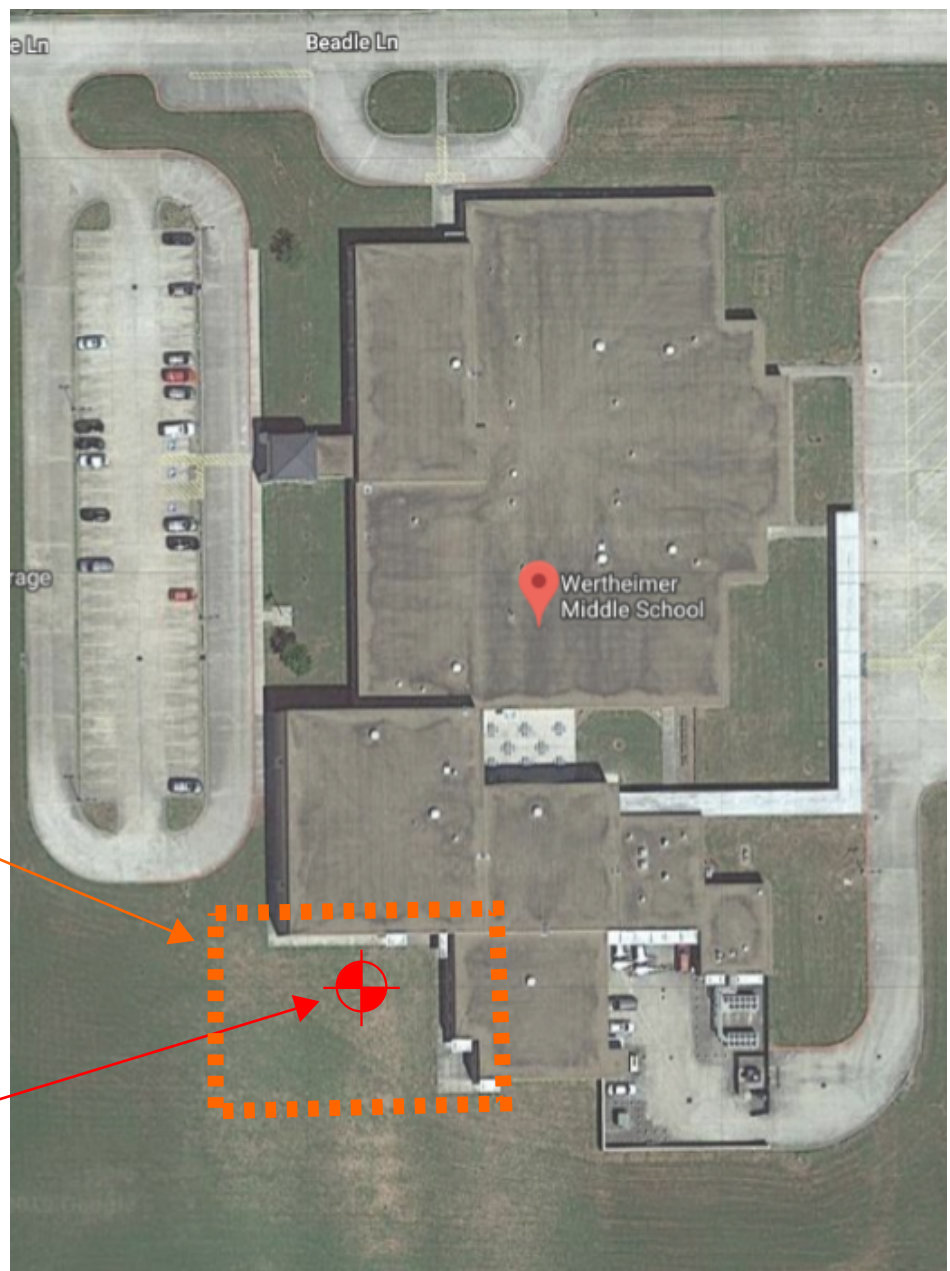
\_\_\_\_\_  
Date

**Kay Danziger**  
\_\_\_\_\_  
Name (Printed)

**Board President**  
\_\_\_\_\_  
Title

## MULTI PURPOSE SPACE ADDITIONS, ORCHESTRA ROOM ADDITIONS, and PARKING LOT EXPANSION

### WERTHEIMER MIDDLE SCHOOL



SURVEY EXTENTS

BORE LOCATION 1



1229 Corporate Drive, Suite 100  
Rosenberg, Texas 77471  
Tel: 281.342.2033  
Fax: 281.232.9909  
[www.jonescarter.com](http://www.jonescarter.com)

November 21, 2019

Mr. Kevin McKeever  
[mckeeper@lcisd.org](mailto:mckeeper@lcisd.org)

Re: Cost Estimate and Contract  
Topographic Survey services at Polly Ryon Middle School  
Wiley Martin League, Abstract 56  
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 Polly Ryon Middle School Campus on F. M. Highway 762 for orchestra room expansion. We understand the architect for this project needs the location of underground utilities and topographic information for all areas identified within the Project Site.

### Scope of Services

#### I. Survey Services

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

- General location of the buildings within the Project Site with finish floor elevations of any adjacent doorways. 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.

No research of the deed records for easements or restrictions will be performed.

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	\$2,500.00
II.	Underground Locating Service (subcontractor)	\$750.00

**The total fee for these services is \$3,250.00.**

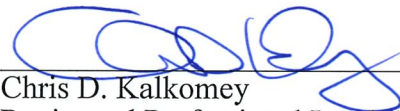
This fee includes costs for an underground locating service.

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 Polly Ryon Expansion.doc  
Enclosures

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

\_\_\_\_\_  
Date

**Kay Danziger**  
\_\_\_\_\_  
Name (Printed)

**Board President**  
\_\_\_\_\_  
Title



## MULTI PURPOSE SPACE ADDITIONS, ORCHESTRA ROOM ADDITIONS, and PARKING LOT EXPANSION

### POLLY RYON MIDDLE SCHOOL



**SURVEY EXTENTS**

**BORE LOCATION 1**



1229 Corporate Drive, Suite 100  
Rosenberg, Texas 77471  
Tel: 281.342.2033  
Fax: 281.232.9909  
[www.jonescarter.com](http://www.jonescarter.com)

November 21, 2019

Mr. Kevin McKeever  
[mckeever@lcisd.org](mailto:mckeever@lcisd.org)

Re: Cost Estimate and Contract  
Topographic Survey services at Navarro Middle School  
James Lowery Survey, 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 the Navarro Middle School Campus on Graeber Road and Avenue N for parking and orchestra room expansion. We understand the architect for this project needs the location of underground utilities and topographic information for all areas identified within the Project Site.

## Scope of Services

### I. Survey Services

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

- General location of the buildings within the Project Site with finish floor elevations of any adjacent doorways. 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.

No research of the deed records for easements or restrictions will be performed.

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	\$2,500.00
II.	Underground Locating Service (subcontractor)	\$750.00

**The total fee for these services is \$3,250.00.**

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  
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Enclosures

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

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Date

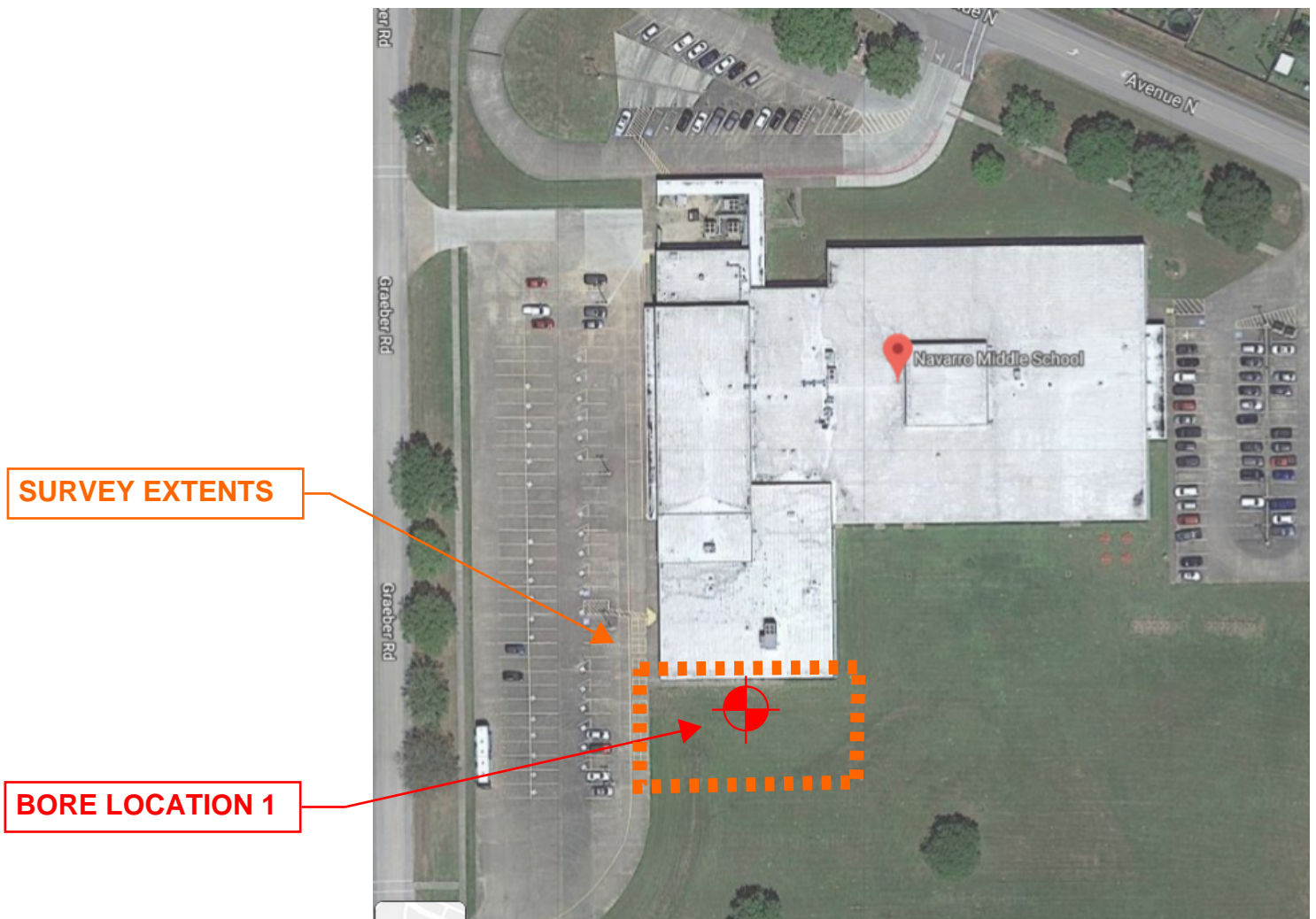
**Kay Danziger**  
\_\_\_\_\_  
Name (Printed)

**Board President**  
\_\_\_\_\_  
Title



## MULTI PURPOSE SPACE ADDITIONS, ORCHESTRA ROOM ADDITIONS, and PARKING LOT EXPANSION

### NAVARRO MIDDLE SCHOOL





1229 Corporate Drive, Suite 100  
Rosenberg, Texas 77471  
Tel: 281.342.2033  
Fax: 281.232.9909  
[www.jonescarter.com](http://www.jonescarter.com)

November 21, 2019

Mr. Kevin McKeever  
[mckeever@lcisd.org](mailto:mckeever@lcisd.org)

Re: Cost Estimate and Contract  
Topographic Survey services at George Ranch High School  
Wiley Martin League, Abstract 56  
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 George Ranch High School Campus on F. M. Highway 762 for parking expansion. We understand the architect for this project needs the location of underground utilities and topographic information for all areas identified within the Project Site.

### Scope of Services

#### I. Survey Services

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

- General location of the buildings within the Project Site with finish floor elevations of any adjacent doorways. 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.

No research of the deed records for easements or restrictions will be performed.

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	\$3,000.00
II.	Underground Locating Service (subcontractor)	\$750.00

**The total fee for these services is \$3,750.00.**


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

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Enclosures

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(Party liable for payment)

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Date

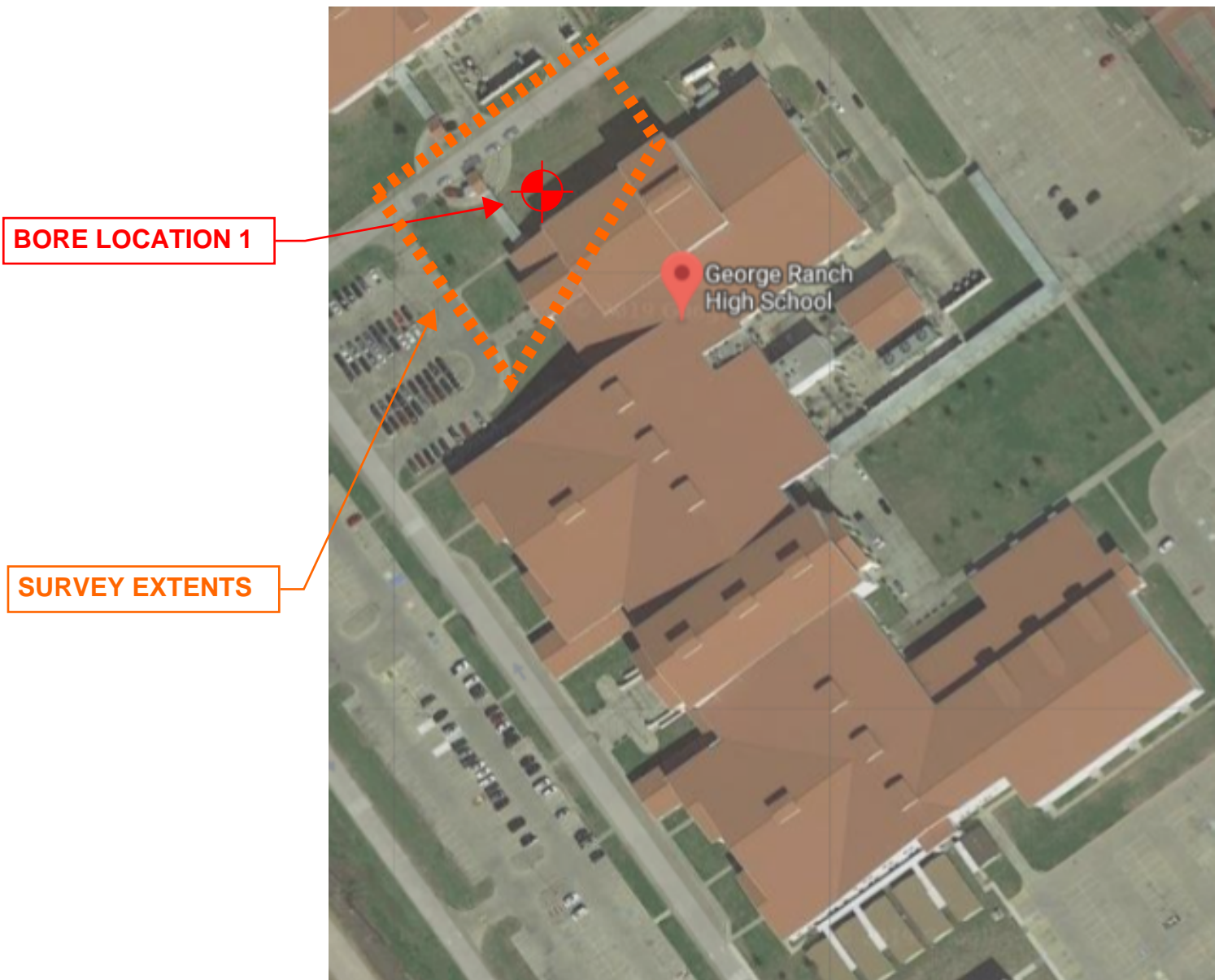
**Kay Danziger**  
\_\_\_\_\_  
Name (Printed)

**Board President**  
\_\_\_\_\_  
Title



## MULTI PURPOSE SPACE ADDITIONS, ORCHESTRA ROOM ADDITIONS, and PARKING LOT EXPANSION

### GEORGE RANCH HIGH SCHOOL





1229 Corporate Drive, Suite 100  
Rosenberg, Texas 77471  
Tel: 281.342.2033  
Fax: 281.232.9909  
[www.jonescarter.com](http://www.jonescarter.com)

November 21, 2019

Mr. Kevin McKeever  
[mckeever@lcisd.org](mailto:mckeever@lcisd.org)

Re: Cost Estimate and Contract  
Topographic Survey services at Fulshear High School  
Enoch Latham Survey, Abstract 50  
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 Fulshear High School Campus on F. M. Highway 1093 for parking expansion and orchestra room additions. We understand the architect for this project needs the location of underground utilities and topographic information for all areas identified within the Project Site.

## Scope of Services

### I. Survey Services

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

- General location of the buildings within the Project Site with finish floor elevations of any adjacent doorways. 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.

No research of the deed records for easements or restrictions will be performed.

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	\$2,500.00
II.	Underground Locating Service (subcontractor)	\$750.00

**The total fee for these services is \$3,250.00.**

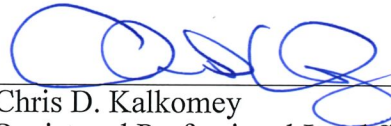
This fee includes costs for an underground locating service.

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  
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Enclosures

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

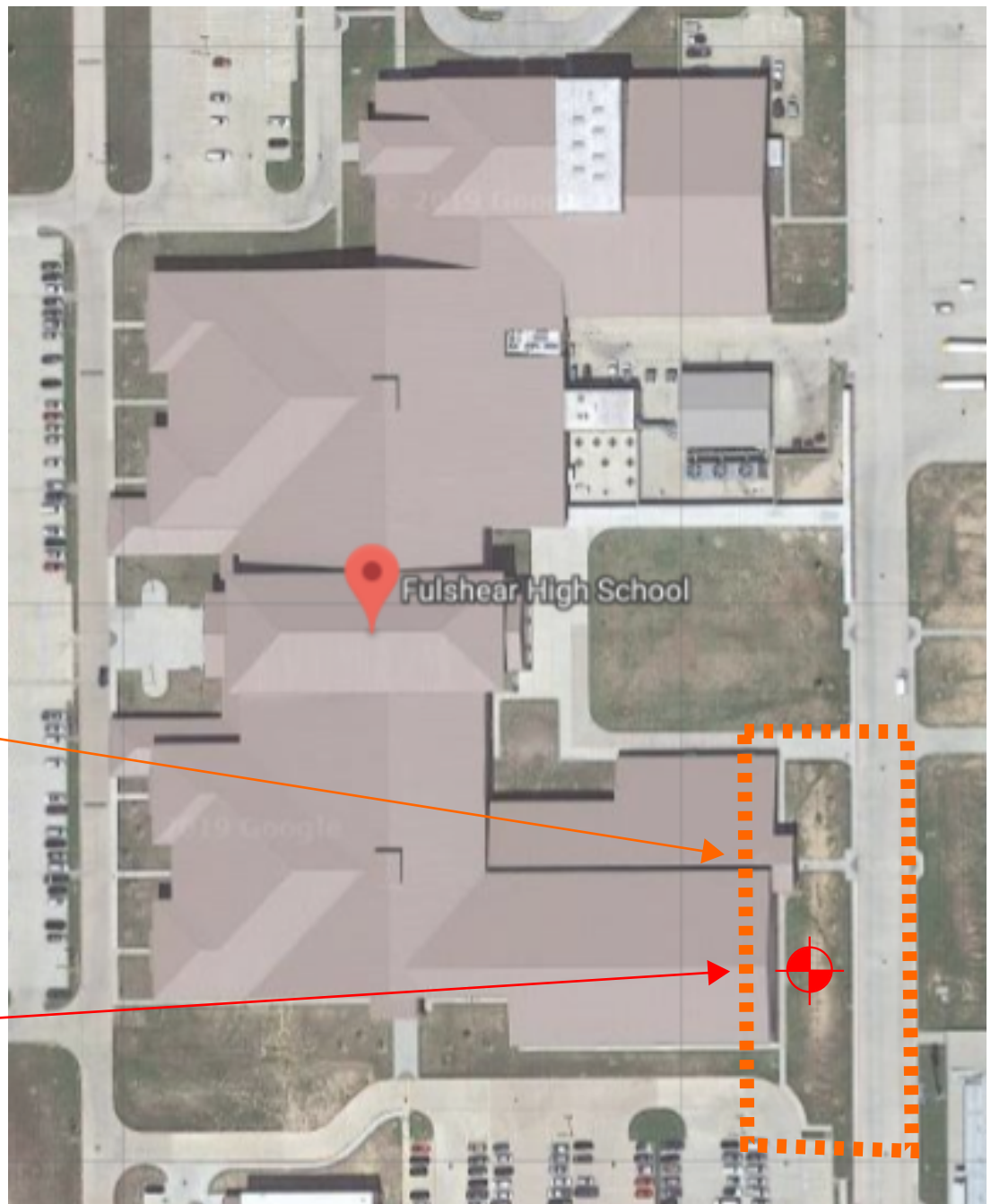
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Date

\_\_\_\_\_  
**Kay Danziger**  
Name (Printed)

\_\_\_\_\_  
**Board President**  
Title

## MULTI PURPOSE SPACE ADDITIONS, ORCHESTRA ROOM ADDITIONS, and PARKING LOT EXPANSION

### FULSHEAR HIGH SCHOOL



**SURVEY EXTENTS**

**BORE LOCATION 1**



1229 Corporate Drive, Suite 100  
Rosenberg, Texas 77471  
Tel: 281.342.2033  
Fax: 281.232.9909  
[www.jonescarter.com](http://www.jonescarter.com)

November 21, 2019

Mr. Kevin McKeever  
[mckeever@lcisd.org](mailto:mckeever@lcisd.org)

Re: Cost Estimate and Contract  
Topographic Survey services at Foster High School  
William Andrews League, Abstract 3  
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 at the Foster High School Campus on F. M. Highway 723 for parking expansion and orchestra room additions. We understand the architect for this project needs the location of underground utilities and topographic information for all areas identified within the Project Sites.

## Scope of Services

### I. Survey Services

We will perform an on-the-ground topographic survey of the Project Sites as defined by the outlined areas as per the attached exhibit provided us by Rice & Gardner.

- General location of the buildings within the Project Site with finish floor elevations of any adjacent doorways. 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.

No research of the deed records for easements or restrictions will be performed.

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	\$4,500.00
II.	Underground Locating Service (subcontractor)	\$750.00

**The total fee for these services is \$5,250.00.**

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 Foster Expansion.doc  
Enclosures

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

\_\_\_\_\_  
Date

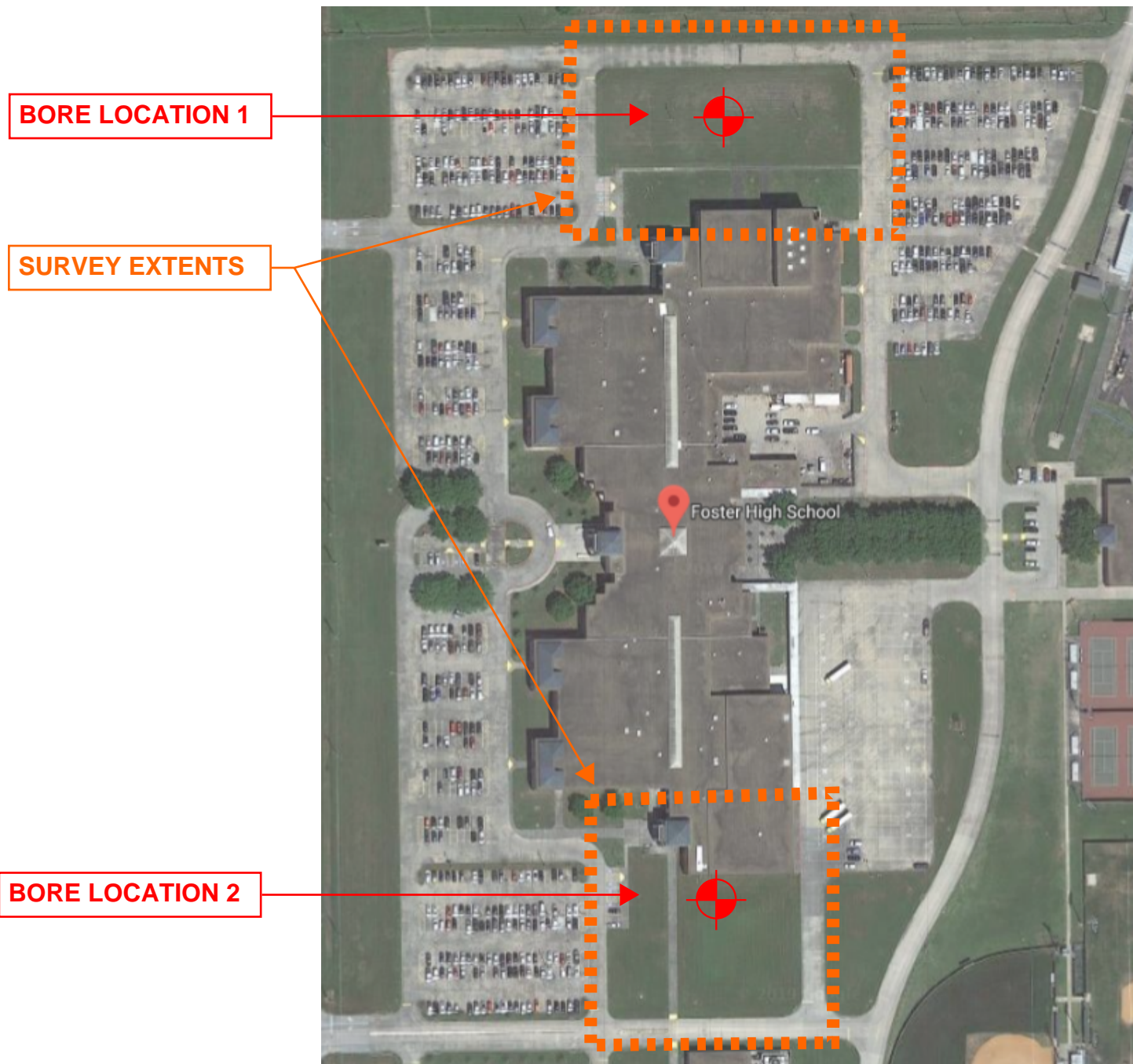
**Kay Danziger**  
\_\_\_\_\_  
Name (Printed)

**Board President**  
\_\_\_\_\_  
Title



## MULTI PURPOSE SPACE ADDITIONS, ORCHESTRA ROOM ADDITIONS, and PARKING LOT EXPANSION

### FOSTER HIGH SCHOOL



**CONSIDER APPROVAL OF PROFESSIONAL HAZARDOUS MATERIAL SURVEY  
SERVICES FOR VARIOUS PROJECTS**

**RECOMMENDATION:**

That the Board of Trustees approve Environmental Solutions, Inc. for the hazardous material surveying services for various projects in the total amount of \$6,120 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

Environmental Solutions, Inc. for the hazardous material surveying services is a professional service that the District must contract directly. Environmental Solutions, Inc. 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.

- |  |       |
|--|-------|
| • Bowie Elementary Improvements                | \$850 |
| • George Junior High Additions and Renovations | \$900 |
| • Jackson Elementary Exterior Renovations      | \$850 |
| • Jane Long Elementary Carpet Replacements     | \$850 |
| • Smith Elementary Exterior Renovations        | \$850 |
| • Terry High Additions and Renovations         | \$850 |
| • Fuel Storage Replacement                     | \$970 |

**PROGRAM DESCRIPTION:**

Upon approval, Environmental Solutions, Inc will provide the hazardous material surveying services information needed for the design of the additions and renovations of various projects.

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

December 5, 2019

Sent via email: Kaitlin.Thomas@ricegardner.com

Mr. Kevin McKeever  
Lamar CISD  
3901 Avenue I  
Rosenberg, Texas 77471

**Re: Proposal for Asbestos Survey of Cafeteria Areas and Front Canopy  
Bowie Elementary School  
2304 Bamore Rd., Rosenberg, Texas  
ESI Proposal No. 19120546**

Dear Mr. McKeever:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar CISD. Services requested include performing an asbestos survey of Cafeteria Areas and Front Canopy at Bowie Elementary School located at 2304 Bamore Rd. in Rosenberg, Texas. We understand this building is currently occupied. ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$550 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$730 to \$850**.

### **Asbestos Survey**

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations. Due to possible warranty issues and our understanding that exterior materials are to be disturbed, ESI will not be responsible for damage caused by sampling these exterior materials.

**Asbestos Sample Analysis:** Bulk samples will be submitted to a laboratory of our choice for asbestos composition using Polarized Light Microscopy (PLM) and the *Environmental Protection Agency's Method for the Detection of Asbestos in Bulk Insulation Samples, (EPA 600/R-93 July 1993)*, and the McCrone Research Institute's *The Asbestos Particle Atlas as method references*. The laboratory will be accredited by the NVLAP, participate in the NVLAP Bulk Asbestos Sample Quality Assurance Programs, and licensed by the Texas Department of State Health Services to analyze bulk asbestos samples.

**Asbestos Report:** ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations regarding asbestos conditions and quantity estimates of confirmed ACMs.

### Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$550 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$730 to \$850**.

### 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. The results of the survey and the survey report must not be used by anyone other than our Client, Lamar CISD, without express written consent from Environmental Solutions, Inc. We must be provided with access of all areas including roofs. ESI will submit invoices monthly, unless a lump-sum fee is agreed upon. 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 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 CISD has given Environmental Solutions, Inc. in submitting this proposal. We look forward to working with you. Should you have any questions, or request additional information, please call us at 713-934-9944.

Sincerely,  
**Environmental Solutions, Inc.**



Christopher M. Cox  
Project Manager

CMC (19120546 pro)

**A C C E P T E D:**

**LAMAR CISD**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

December 5, 2019

Sent via email: Kaitlin.Thomas@ricegardner.com

Mr. Kevin McKeever  
Lamar CISD  
3901 Avenue I  
Rosenberg, Texas 77471

**Re: Proposal for Asbestos Survey of Specified Areas  
George Jr. High School  
4601 Airport Rd., Rosenberg, Texas  
ESI Proposal No. 19120552**

Dear Mr. McKeever:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar CISD. Services requested include performing an asbestos survey of Specified Areas at George Jr. High School located at 4601 Airport Rd. in Rosenberg, Texas. We understand this building is currently occupied. ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$600 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$780 to \$900**.

### **Asbestos Survey**

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations. Due to possible warranty issues and our understanding that exterior materials are to be disturbed, ESI will not be responsible for damage caused by sampling these exterior materials.

**Asbestos Sample Analysis:** Bulk samples will be submitted to a laboratory of our choice for asbestos composition using Polarized Light Microscopy (PLM) and the *Environmental Protection Agency's Method for the Detection of Asbestos in Bulk Insulation Samples, (EPA 600/R-93 July 1993)*, and the McCrone Research Institute's *The Asbestos Particle Atlas as method references*. The laboratory will be accredited by the NVLAP, participate in the NVLAP Bulk Asbestos Sample Quality Assurance Programs, and licensed by the Texas Department of State Health Services to analyze bulk asbestos samples.

**Asbestos Report:** ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations regarding asbestos conditions and quantity estimates of confirmed ACMs.

### Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost **\$600 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$780 to \$900**.

### 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. The results of the survey and the survey report must not be used by anyone other than our Client, Lamar CISD, without express written consent from Environmental Solutions, Inc. We must be provided with access of all areas including roofs. ESI will submit invoices monthly, unless a lump-sum fee is agreed upon. 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 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 CISD has given Environmental Solutions, Inc. in submitting this proposal. We look forward to working with you. Should you have any questions, or request additional information, please call us at 713-934-9944.

Sincerely,  
**Environmental Solutions, Inc.**

  
Christopher M. Cox  
Project Manager

CMC (19120552 pro)

**A C C E P T E D:**

**LAMAR CISD**

By: \_\_\_\_\_

Title: Kay Danziger / Board President

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

December 5, 2019

Sent via email: Kaitlin.Thomas@ricegardner.com

Mr. Kevin McKeever  
Lamar CISD  
3901 Avenue I  
Rosenberg, Texas 77471

**Re: Proposal for Asbestos Survey of Kitchen Serving Line and  
Specified Areas of Carpet  
Jackson Elementary School  
301 Third St., Rosenberg, Texas  
ESI Proposal No. 19120547**

Dear Mr. McKeever:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar CISD. Services requested include performing an asbestos survey of Kitchen Serving Line and Specified Areas of Carpet at Jackson Elementary School located at 301 Third St. in Rosenberg, Texas. We understand this building is currently occupied. ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$550 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$730 to \$850**.

### **Asbestos Survey**

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations. Due to possible warranty issues and our understanding that exterior materials are to be disturbed, ESI will not be responsible for damage caused by sampling these exterior materials.

**Asbestos Sample Analysis:** Bulk samples will be submitted to a laboratory of our choice for asbestos composition using Polarized Light Microscopy (PLM) and the *Environmental Protection Agency's Method for the Detection of Asbestos in Bulk Insulation Samples, (EPA 600/R-93 July 1993)*, and the McCrone Research Institute's *The Asbestos Particle Atlas as method references*. The laboratory will be accredited by the NVLAP, participate in the NVLAP Bulk Asbestos Sample Quality Assurance Programs, and licensed by the Texas Department of State Health Services to analyze bulk asbestos samples.

**Asbestos Report:** ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations regarding asbestos conditions and quantity estimates of confirmed ACMs.

### Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$550 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$730 to \$850**.

### 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. The results of the survey and the survey report must not be used by anyone other than our Client, Lamar CISD, without express written consent from Environmental Solutions, Inc. We must be provided with access of all areas including roofs. ESI will submit invoices monthly, unless a lump-sum fee is agreed upon. 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.

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We appreciate the opportunity that Lamar CISD has given Environmental Solutions, Inc. in submitting this proposal. We look forward to working with you. Should you have any questions, or request additional information, please call us at 713-934-9944.

Sincerely,

**Environmental Solutions, Inc.**



Christopher M. Cox  
Project Manager

CMC (19120547 pro)

**A C C E P T E D:**

**LAMAR CISD**

By: \_\_\_\_\_

Title: Kay Danziger / Board President

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



December 5, 2019

Sent via email: Kaitlin.Thomas@ricegardner.com

Mr. Kevin McKeever  
Lamar CISD  
3901 Avenue I  
Rosenberg, Texas 77471

**Re: Proposal for Asbestos Survey of Specified Areas of Carpet  
Jane Long Elementary School  
907 Main St., Richmond, Texas  
ESI Proposal No. 19120548**

Dear Mr. McKeever:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar CISD. Services requested include performing an asbestos survey of Specified Areas of Carpet at Jane Long Elementary School located at 907 Main St. in Richmond, Texas. We understand this building is currently occupied. ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$550 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$730 to \$850**.

### **Asbestos Survey**

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations. Due to possible warranty issues and our understanding that exterior materials are to be disturbed, ESI will not be responsible for damage caused by sampling these exterior materials.

**Asbestos Sample Analysis:** Bulk samples will be submitted to a laboratory of our choice for asbestos composition using Polarized Light Microscopy (PLM) and the *Environmental Protection Agency's Method for the Detection of Asbestos in Bulk Insulation Samples, (EPA 600/R-93 July 1993)*, and the McCrone Research Institute's *The Asbestos Particle Atlas as method references*. The laboratory will be accredited by the NVLAP, participate in the NVLAP Bulk Asbestos Sample Quality Assurance Programs, and licensed by the Texas Department of State Health Services to analyze bulk asbestos samples.



**Asbestos Report:** ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations regarding asbestos conditions and quantity estimates of confirmed ACMs.

### Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$550 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$730 to \$850**.

### 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. The results of the survey and the survey report must not be used by anyone other than our Client, Lamar CISD, without express written consent from Environmental Solutions, Inc. We must be provided with access of all areas including roofs. ESI will submit invoices monthly, unless a lump-sum fee is agreed upon. 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.

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We appreciate the opportunity that Lamar CISD has given Environmental Solutions, Inc. in submitting this proposal. We look forward to working with you. Should you have any questions, or request additional information, please call us at 713-934-9944.

Sincerely,  
**Environmental Solutions, Inc.**



Christopher M. Cox  
Project Manager

CMC (19120548 pro)

**A C C E P T E D:**

**LAMAR CISD**

By: \_\_\_\_\_

Title:     Kay Danziger / Board President    

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

December 5, 2019

Sent via email: Kaitlin.Thomas@ricegardner.com

Mr. Kevin McKeever  
Lamar CISD  
3901 Avenue I  
Rosenberg, Texas 77471

**Re: Proposal for Asbestos Survey of Courtyard Areas  
Smith Elementary School  
2014 Lamar Dr., Richmond, Texas  
ESI Proposal No. 19120549**

Dear Mr. McKeever:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar CISD. Services requested include performing an asbestos survey of the Courtyard Areas at Smith Elementary School located at 2014 Lamar Dr. in Richmond, Texas. We understand this building is currently occupied. ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$550 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$730 to \$850**.

### **Asbestos Survey**

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations. Due to possible warranty issues and our understanding that exterior materials are to be disturbed, ESI will not be responsible for damage caused by sampling these exterior materials.

**Asbestos Sample Analysis:** Bulk samples will be submitted to a laboratory of our choice for asbestos composition using Polarized Light Microscopy (PLM) and the *Environmental Protection Agency's Method for the Detection of Asbestos in Bulk Insulation Samples, (EPA 600/R-93 July 1993)*, and the McCrone Research Institute's *The Asbestos Particle Atlas as method references*. The laboratory will be accredited by the NVLAP, participate in the NVLAP Bulk Asbestos Sample Quality Assurance Programs, and licensed by the Texas Department of State Health Services to analyze bulk asbestos samples.

**Asbestos Report:** ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations regarding asbestos conditions and quantity estimates of confirmed ACMs.

### Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$550 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$730 to \$850**.

### 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. The results of the survey and the survey report must not be used by anyone other than our Client, Lamar CISD, without express written consent from Environmental Solutions, Inc. We must be provided with access of all areas including roofs. ESI will submit invoices monthly, unless a lump-sum fee is agreed upon. 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 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 CISD has given Environmental Solutions, Inc. in submitting this proposal. We look forward to working with you. Should you have any questions, or request additional information, please call us at 713-934-9944.

Sincerely,

**Environmental Solutions, Inc.**



Christopher M. Cox  
Project Manager

CMC (19120549 pro)

**A C C E P T E D:**

**LAMAR CISD**

By: \_\_\_\_\_

Title: Kay Danziger / Board President

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

December 5, 2019

Sent via email: Kaitlin.Thomas@ricegardner.com

Mr. Kevin McKeever  
Lamar CISD  
3901 Avenue I  
Rosenberg, Texas 77471

**Re: Proposal for Asbestos Survey of Specified Areas  
Terry High School  
5500 Avenue N, Rosenberg, Texas  
ESI Proposal No. 19120551**

Dear Mr. McKeever:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar CISD. Services requested include performing an asbestos survey of Specified Areas at Terry High School located at 5500 Avenue N in Rosenberg, Texas. We understand this building is currently occupied. ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$550 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$730 to \$850**.

### **Asbestos Survey**

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations. Due to possible warranty issues and our understanding that exterior materials are to be disturbed, ESI will not be responsible for damage caused by sampling these exterior materials.

**Asbestos Sample Analysis:** Bulk samples will be submitted to a laboratory of our choice for asbestos composition using Polarized Light Microscopy (PLM) and the *Environmental Protection Agency's Method for the Detection of Asbestos in Bulk Insulation Samples, (EPA 600/R-93 July 1993)*, and the McCrone Research Institute's *The Asbestos Particle Atlas as method references*. The laboratory will be accredited by the NVLAP, participate in the NVLAP Bulk Asbestos Sample Quality Assurance Programs, and licensed by the Texas Department of State Health Services to analyze bulk asbestos samples.



**Asbestos Report:** ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations regarding asbestos conditions and quantity estimates of confirmed ACMs.

### Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$550 plus \$20 per sample** (3-day turn-around-time). I would estimate 9 to 15 samples, for a total of **\$730 to \$850**.

### 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. The results of the survey and the survey report must not be used by anyone other than our Client, Lamar CISD, without express written consent from Environmental Solutions, Inc. We must be provided with access of all areas including roofs. ESI will submit invoices monthly, unless a lump-sum fee is agreed upon. 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 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 CISD has given Environmental Solutions, Inc. in submitting this proposal. We look forward to working with you. Should you have any questions, or request additional information, please call us at 713-934-9944.

Sincerely,  
**Environmental Solutions, Inc.**

  
Christopher M. Cox  
Project Manager

CMC (19120551 pro)

**A C C E P T E D:**

**LAMAR CISD**

By: \_\_\_\_\_

Title: Kay Danziger / Board President

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

December 5, 2019

Sent via email: Douglas.Walker-Rice@ricegardner.com

Mr. Kevin McKeever  
Lamar CISD  
3911 Avenue I  
Rosenberg, Texas 77471

**Re: Proposal for Asbestos Survey of IT Building  
Rosenberg Transportation Center  
4901 Avenue I, Rosenberg, Texas  
ESI Proposal No. 19120550**

Dear Mr. McKeever:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar CISD. Services requested include performing an asbestos survey of the interior and exterior of the IT Building located at the Rosenberg Transportation Center located at 4901 Avenue I in Rosenberg, Texas. We understand this building encompasses approximately 3,000 square feet, and is currently occupied. ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$550 plus \$20 per sample** (3-day turn-around-time). I would estimate 15 to 21 samples, for a total of **\$850 to \$970**.

### **Asbestos Survey**

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations. Due to possible warranty issues and our understanding that exterior materials are to be disturbed, ESI will not be responsible for damage caused by sampling these exterior materials.

**Asbestos Sample Analysis:** Bulk samples will be submitted to a laboratory of our choice for asbestos composition using Polarized Light Microscopy (PLM) and the *Environmental Protection Agency's Method for the Detection of Asbestos in Bulk Insulation Samples, (EPA 600/R-93 July 1993)*, and the McCrone Research Institute's *The Asbestos Particle Atlas as method references*. The laboratory will be accredited by the NVLAP, participate in the NVLAP Bulk Asbestos Sample Quality Assurance Programs, and licensed by the Texas Department of State Health Services to analyze bulk asbestos samples.

**Asbestos Report:** ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations regarding asbestos conditions and quantity estimates of confirmed ACMs.

### Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$550 plus \$20 per sample** (3-day turn-around-time). I would estimate 15 to 21 samples, for a total of **\$850 to \$970**.

### 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. The results of the survey and the survey report must not be used by anyone other than our Client, Lamar CISD, without express written consent from Environmental Solutions, Inc. We must be provided with access of all areas including roofs. ESI will submit invoices monthly, unless a lump-sum fee is agreed upon. 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 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 CISD has given Environmental Solutions, Inc. in submitting this proposal. We look forward to working with you. Should you have any questions, or request additional information, please call us at 713-934-9944.

Sincerely,  
**Environmental Solutions, Inc.**

  
Christopher M. Cox  
Project Manager

CMC (19120550 pro)

**A C C E P T E D:**

**LAMAR CISD**

By: \_\_\_\_\_

Title:     Kay Danziger / Board President    

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

**CONSIDER APPROVAL OF PROFESSIONAL GEOTECHNICAL STUDY SERVICES  
FOR VARIOUS PROJECTS**

**RECOMMENDATION:**

That the Board of Trustees approve Terracon for the geotechnical study services for various projects in the total amount of \$23,200 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

Terracon for the geotechnical study services is a professional service that the District must contract directly. Terracon 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.

- Foster High School Multi-Purpose Space and Parking                     \$3,400
- Fulshear High School Multi-Purpose Space                                 \$3,300
- George Ranch High School Multi-Purpose Space                         \$3,300
- Navarro Middle School Orchestra Additions                             \$3,300
- Ryon Middle School Orchestra Additions                                 \$3,300
- Wertheimer Middle School Orchestra Additions                         \$3,300
- Wessendorff Middle School Orchestra Additions                         \$3,300

**PROGRAM DESCRIPTION:**

Upon approval, Terracon will provide the geotechnical study services information needed for the design of the additions and renovations of various projects.

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



December 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  
Foster High School Multi-Purpose Room Addition  
4400 F.M. 723  
Richmond, Texas  
Terracon Document No. P92195606

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 **\$3,400**. 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)

Patrick N. Moore, E.I.T.  
Staff Geotechnical Engineer

Kierstyn M. Burrell, P.E.  
Project Engineer

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

Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043  
P (713) 690 8989 F (713) 690 8787 terracon.com

Environmental



Facilities



Geotechnical



Materials



## 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 Foster High School Multi-Purpose Room Addition project ("Project"), as described in Consultant's Proposal dated 12/04/2019 ("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: Brian C. Ridley Date: **12/4/2019**  
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 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 Rice & Gardner Consultants, Inc. 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 location	The project site is located within the existing Foster High School campus at 4400 F.M. 723 in Richmond, Texas.
Existing improvements	The site is occupied by a single-story school building, sports fields, and adjacent concrete pavements.
Current ground cover	Grass and weeds.
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	<ul style="list-style-type: none"> <li>■ A one-story multi-purpose room addition with a footprint area of approximately 2,000 square feet located at the southern portion of the existing school building.</li> <li>■ A parking lot expansion north of the existing Foster High School campus.</li> </ul>
Building construction	Steel-frame construction.
Finished floor elevation	Within about one foot above existing grade and to match the finished floor elevation of the existing school building.
Maximum loads	<ul style="list-style-type: none"> <li>■ Column loads: 75 to 100 kips</li> <li>■ Floor slab pressure: 125 pounds per square foot (psf)</li> </ul>
Planned foundation system	Drilled-and-underreamed footings.
Pavements	Rigid (concrete) pavement sections.

A site plan showing the layout and footprint of the proposed building and pavements was not available at the time of this Cost Estimate. Once this information becomes available, Terracon should be provided with a copy to evaluate our scope of services.

## 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:

Planned Location	Number of Borings	Planned Boring Depth <sup>1</sup> (feet)
Multi-Purpose Room Addition	1	20
Parking Lot Expansion	1	5
<b>Total</b>	<b>2</b>	<b>25</b>

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:** We will backfill borings with auger cuttings upon completion. Excess auger 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.

## **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.

**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.

## **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 report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report 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.

The geotechnical engineering report will provide recommendations for the following:

- Site and subgrade preparation;
- Foundation design and construction; and
- Pavement design guidelines.

## 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	\$3,400

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) <sup>1</sup>	\$500	
Private Utility Locate Service <sup>2</sup>	\$450	

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 condition, 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 Cost Estimate. 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 Cost Estimate stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

**Cost Estimate for Geotechnical Engineering Services**

Foster High School Multi-Purpose Room Addition ■ Richmond, Texas

December 4, 2019 ■ Terracon Document No. P92195606



**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.

<b>GeoReport® Delivery</b>	<b>Posting Schedule <sup>1, 2</sup></b>
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.



December 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  
Fulshear High School Multi-Purpose Room Addition  
9302 Charger Way  
Fulshear, Texas  
Terracon Document No. P92195607

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 **\$3,300**. 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 Firm Registration No.: F-3272)

Patrick N. Moore, E.I.T.  
Staff Geotechnical Engineer

Kierstyn M. Burrell, P.E.  
Project Engineer

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

Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043  
P (713) 690 8989 F (713) 690 8787 terracon.com

Environmental



Facilities



Geotechnical



Materials



## 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 Fulshear High School Multi-Purpose Room Addition project ("Project"), as described in Consultant's Proposal dated 12/04/2019 ("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.
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- 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: Brian C Ridley Date: **12/4/2019**  
 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 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 Rice & Gardner Consultants, Inc. 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 location	The project site is located within the existing Fulshear High School campus at 9302 Charger Way in Fulshear, Texas.
Existing improvements	The site is occupied by a single-story school building, sports fields, and adjacent concrete pavements.
Current ground cover	Grass and weeds.
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	A single-story multi-purpose room addition with a footprint area of approximately 2,000 square feet located at the southeast portion of the existing school building.
Building construction	Steel-frame construction.
Finished floor elevation	Within about one foot above existing grade and to match the finished floor elevation of the existing school building.
Maximum loads	<ul style="list-style-type: none"> <li>■ Column loads: 75 to 100 kips</li> <li>■ Floor slab pressure: 125 pounds per square foot (psf)</li> </ul>
Planned foundation system	Drilled-and-underreamed footings.

A site plan showing the layout and footprint of the proposed building addition was not available at the time of this Cost Estimate. Once this information becomes available, Terracon should be provided with a copy to evaluate our scope of services.

## 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:

Planned Location	Number of Borings	Planned Boring Depth <sup>1</sup> (feet)
Multi-Purpose Room Addition	1	20

<sup>1</sup> 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:** We will backfill borings with auger cuttings upon completion. Excess auger 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.

## **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 service. 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.

**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.

## **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 report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report 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.

The geotechnical engineering report will provide recommendations for the following:

- Site and subgrade preparation; and
- Foundation design and construction.



## 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	\$3,300

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) <sup>1</sup>	\$500	
Private Utility Locate Service <sup>2</sup>	\$450	

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 condition, 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 Cost Estimate. 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 Cost Estimate stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

**Cost Estimate for Geotechnical Engineering Services**

Fulshear High School Multi-Purpose Room Addition ■ Fulshear, Texas

December 4, 2019 ■ Terracon Document No. P92195607



**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.

<b>GeoReport® Delivery</b>	<b>Posting Schedule <sup>1, 2</sup></b>
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.

December 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  
George Ranch High School Multi-Purpose Room Addition  
8181 F.M. 762  
Richmond, Texas  
Terracon Document No. P92195608

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 **\$3,300**. 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 Firm Registration No.: F-3272)

  
Patrick N. Moore, E.I.T.  
Staff Geotechnical Engineer

  
Kierstyn M. Burrell, P.E.  
Project Engineer

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

Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043  
P (713) 690 8989 F (713) 690 8787 terracon.com



## 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 George Ranch High School Multi-Purpose Room Addition project ("Project"), as described in Consultant's Proposal dated 12/04/2019 ("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: Brian C Ridley Date: **12/4/2019**  
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 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 Rice & Gardner Consultants, Inc. 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 location	The project site is located within the existing George Ranch High School campus at 8181 F.M. 762 in Richmond, Texas.
Existing improvements	The site is occupied by a single-story school building, sports fields, and adjacent concrete pavements.
Current ground cover	Grass and weeds.
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	A single-story multi-purpose room addition with a footprint area of approximately 2,000 square feet located at the northwest portion of the existing school building.
Building construction	Steel-frame construction.
Finished floor elevation	Within about one foot above existing grade and to match the finished floor elevation of the existing school building.
Maximum loads	<ul style="list-style-type: none"> <li>■ Column loads: 75 to 100 kips</li> <li>■ Floor slab pressure: 125 pounds per square foot (psf)</li> </ul>
Planned foundation system	Drilled-and-underreamed footings.

A site plan showing the layout and footprint of the proposed building addition was not available at the time of this Cost Estimate. Once this information becomes available, Terracon should be provided with a copy to evaluate our scope of services.

## 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:

Planned Location	Number of Borings	Planned Boring Depth <sup>1</sup> (feet)
Multi-Purpose Room Addition	1	20

<sup>1</sup> 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:** We will backfill borings with auger cuttings upon completion. Excess auger 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.

## **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 service. 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.

**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.

## **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 report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report 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.

The geotechnical engineering report will provide recommendations for the following:

- Site and subgrade preparation; and
- Foundation design and construction.



## 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	\$3,300

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) <sup>1</sup>	\$500	
Private Utility Locate Service <sup>2</sup>	\$450	

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 condition, 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 Cost Estimate. 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 Cost Estimate 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.

<b>GeoReport® Delivery</b>	<b>Posting Schedule <sup>1, 2</sup></b>
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.

December 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  
Navarro Middle School Orchestra Room Addition  
4700 Avenue N  
Rosenberg, Texas  
Terracon Document No. P92195612

Dear Mr. McKeever:

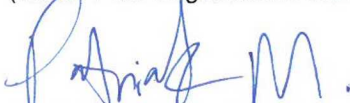
Terracon Consultants, Inc. (Terracon) understands that we have been selected based on qualifications to provide geotechnical services for the above referenced project. This document outlines our understanding of the scope of services to be performed by Terracon for this project and provides an estimate 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 **\$3,300**. 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 Firm Registration No.: F-3272)

  
Patrick N. Moore, E.I.T.  
Staff Geotechnical Engineer

  
Kierstyn M. Burrell, P.E.  
Project Engineer

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

Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043  
P (713) 690 8989 F (713) 690 8787 terracon.com



## 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 Navarro Middle School Orchestra Room Addition project ("Project"), as described in Consultant's Proposal dated 12/04/2019 ("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: Brian C Ridley Date: **12/4/2019**  
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: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_



## EXHIBIT A - PROJECT UNDERSTANDING

Our Scope of Services is based on our understanding of the project as described by Rice & Gardner Consultants, Inc. 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 location	The project site is located within the existing Navarro Middle School campus at 4700 Avenue N in Rosenberg, Texas.
Existing improvements	The site is occupied by a single-story school building and adjacent concrete pavements.
Current ground cover	Grass, weeds, and scattered trees.
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	A single-story orchestra room addition with a footprint area of approximately 1,800 square feet located at the southern portion of the existing school building.
Building construction	Steel-frame construction.
Finished floor elevation	Within about one foot above existing grade and to match the finished floor elevation of the existing school building.
Maximum loads	<ul style="list-style-type: none"> <li>■ Column loads: 75 to 100 kips</li> <li>■ Floor slab pressure: 125 pounds per square foot (psf)</li> </ul>
Planned foundation system	Drilled-and-underreamed footings.

A site plan showing the layout and footprint of the proposed building addition was not available at the time of this Cost Estimate. Once this information becomes available, Terracon should be provided with a copy to evaluate our scope of services.

## 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:

Planned Location	Number of Borings	Planned Boring Depth <sup>1</sup> (feet)
Orchestra Room Addition	1	20

<sup>1</sup> 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:** We will backfill borings with auger cuttings upon completion. Excess auger 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.

## **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 service. 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.

**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.

## **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 report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report 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.

The geotechnical engineering report will provide recommendations for the following:

- Site and subgrade preparation; and
- Foundation design and construction.

## 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	\$3,300

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) <sup>1</sup>	\$500	
Private Utility Locate Service <sup>2</sup>	\$450	

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 condition, 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 Cost Estimate. 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 Cost Estimate stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

**Cost Estimate for Geotechnical Engineering Services**

Navarro Middle School Orchestra Room Addition ■ Rosenberg, Texas

December 4, 2019 ■ Terracon Document No. P92195612



**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.

<b>GeoReport® Delivery</b>	<b>Posting Schedule <sup>1, 2</sup></b>
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.



December 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  
Polly Ryon Middle School Orchestra Room Addition  
7901 F.M. 762  
Richmond, Texas  
Terracon Document No. P92195609

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 **\$3,300**. 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 Firm Registration No.: F-3272)

Patrick N. Moore, E.I.T.  
Staff Geotechnical Engineer

Kierstyn M. Burrell, P.E.  
Project Engineer

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

Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043

P (713) 690 8989 F (713) 690 8787 terracon.com

Environmental



Facilities



Geotechnical



Materials



## 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 Polly Ryon Middle School Orchestra Room Addition project ("Project"), as described in Consultant's Proposal dated 12/04/2019 ("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: **12/4/2019**  
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 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 Rice & Gardner Consultants, Inc. 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 location	The project site is located within the existing Polly Ryon Middle School campus at 7901 F.M. 762 in Richmond, Texas.
Existing improvements	The site is occupied by a single-story school building and adjacent concrete pavements. Additionally, two existing detention ponds with unknown depths are located to the northeast and northwest of the existing school building.
Current ground cover	Grass and weeds.
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	A single-story orchestra room addition with a footprint area of approximately 1,800 square feet located at the southern portion of the existing school building.
Building construction	Steel-frame construction.
Finished floor elevation	Within one foot above existing grade and to match the finished floor elevation of the existing school building.
Maximum loads	<ul style="list-style-type: none"> <li>■ Column loads: 75 to 100 kips</li> <li>■ Floor slab pressure: 125 pounds per square foot (psf)</li> </ul>
Planned foundation system	Drilled-and-underreamed footings.

A site plan showing the layout and footprint of the proposed building addition was not available at the time of this Cost Estimate. Once this information becomes available, Terracon should be provided with a copy to evaluate our scope of services.

## 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:

Planned Location	Number of Borings	Planned Boring Depth <sup>1</sup> (feet)
Orchestra Room Addition	1	20

<sup>1</sup> 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:** We will backfill borings with auger cuttings upon completion. Excess auger 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.



## **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 service. 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.

**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.

## **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

## Cost Estimate for Geotechnical Engineering Services

Polly Ryon Middle School Orchestra Room Addition ■ Richmond, Texas

December 4, 2019 ■ Terracon Document No. P92195609



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 report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report 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.

The geotechnical engineering report will provide recommendations for the following:

- Site and subgrade preparation; and
- Foundation design and construction.



## 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	\$3,300

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) <sup>1</sup>	\$500	
Private Utility Locate Service <sup>2</sup>	\$450	

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 condition, 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 Cost Estimate. 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 Cost Estimate stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

**Cost Estimate for Geotechnical Engineering Services**

Polly Ryon Middle School Orchestra Room Addition ■ Richmond, Texas

December 4, 2019 ■ Terracon Document No. P92195609



**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.

<b>GeoReport® Delivery</b>	<b>Posting Schedule <sup>1, 2</sup></b>
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.



December 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  
Wertheimer Middle School Orchestra Room Addition  
4240 F.M. 723  
Rosenberg, Texas  
Terracon Document No. P92195610

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 **\$3,300**. 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 Firm Registration No.: F-3272)

Patrick N. Moore, E.I.T.  
Staff Geotechnical Engineer

Kierstyn M. Burrell, P.E.  
Project Engineer

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

Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043

P (713) 690 8989 F (713) 690 8787 terracon.com



## AGREEMENT FOR SERVICES

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- 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: *Brian C Ridley* Date: **12/4/2019**  
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 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 Rice & Gardner Consultants, Inc. 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
<b>Site location</b>	The project site is located within the existing Wertheimer Middle School campus at 4240 F.M. 723 in Richmond, Texas.
<b>Existing improvements</b>	The site is occupied by a single-story school building and adjacent concrete pavements.
<b>Current ground cover</b>	Grass, weeds, and scattered trees.
<b>Existing topography</b>	Relatively level.
<b>Site access</b>	We expect the site and exploration locations are accessible with our truck-mounted drilling equipment during normal business hours.

### Planned Construction

Item	Description
<b>Proposed improvements</b>	A single-story orchestra room addition with a footprint area of approximately 1,800 square feet located at the southwest portion of the existing school building.
<b>Building construction</b>	Steel-frame construction.
<b>Finished floor elevation</b>	Within about one foot above existing grade and to match the finished floor elevation of the existing school building.
<b>Maximum loads</b>	<ul style="list-style-type: none"> <li>■ <b>Column loads:</b> 75 to 100 kips</li> <li>■ <b>Floor slab pressure:</b> 125 pounds per square foot (psf)</li> </ul>
<b>Planned foundation system</b>	Drilled-and-underreamed footings.

A site plan showing the layout and footprint of the proposed building addition was not available at the time of this Cost Estimate. Once this information becomes available, Terracon should be provided with a copy to evaluate our scope of services.



## 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:

Planned Location	Number of Borings	Planned Boring Depth <sup>1</sup> (feet)
Orchestra Room Addition	1	20

<sup>1</sup> 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:** We will backfill borings with auger cuttings upon completion. Excess auger 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.

## **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 service. 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.

**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.

## **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



## Cost Estimate for Geotechnical Engineering Services

Wertheimer Middle School Orchestra Room Addition ■ Rosenberg, Texas

December 4, 2019 ■ Terracon Document No. P92195610



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 report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report 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.

The geotechnical engineering report will provide recommendations for the following:

- Site and subgrade preparation; and
- Foundation design and construction.

## 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	\$3,300

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) <sup>1</sup>	\$500	
Private Utility Locate Service <sup>2</sup>	\$450	

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 condition, 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 Cost Estimate. 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 Cost Estimate stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.



**Cost Estimate for Geotechnical Engineering Services**

Wertheimer Middle School Orchestra Room Addition ■ Rosenberg, Texas

December 4, 2019 ■ Terracon Document No. P92195610



**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.

<b>GeoReport® Delivery</b>	<b>Posting Schedule <sup>1, 2</sup></b>
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.

December 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  
Wessendorff Middle School Orchestra Room Addition  
5201 Mustang Avenue  
Rosenberg, Texas  
Terracon Document No. P92195611

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 **\$3,300**. 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 Firm Registration No.: F-3272)

Patrick N. Moore, E.I.T.  
Staff Geotechnical Engineer

Kierstyn M. Burrell, P.E.  
Project Engineer

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

Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043

P (713) 690 8989 F (713) 690 8787 terracon.com

Environmental



Facilities



Geotechnical



Materials



## 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 Wessendorff Middle School Orchestra Room Addition project ("Project"), as described in Consultant's Proposal dated 12/04/2019 ("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: **12/4/2019**  
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 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 Rice & Gardner Consultants, Inc. 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 location	The project site is located within the existing Wessendorff Middle School campus at 5201 Mustang Avenue in Rosenberg, Texas.
Existing improvements	The site is occupied by a single-story school building and adjacent concrete pavements.
Current ground cover	Grass, weeds, and scattered trees.
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	A single-story orchestra room addition with a footprint area of approximately 1,800 square feet located at the eastern portion of the existing school building.
Building construction	Steel-frame construction.
Finished floor elevation	Within about one foot above existing grade and to match the finished floor elevation of the existing school building.
Maximum loads	<ul style="list-style-type: none"> <li>■ Column loads: 75 to 100 kips</li> <li>■ Floor slab pressure: 125 pounds per square foot (psf)</li> </ul>
Planned foundation system	Drilled-and-underreamed footings.

A site plan showing the layout and footprint of the proposed building addition was not available at the time of this Cost Estimate. Once this information becomes available, Terracon should be provided with a copy to evaluate our scope of services.

## 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:

Planned Location	Number of Borings	Planned Boring Depth <sup>1</sup> (feet)
Orchestra Room Addition	1	20

<sup>1</sup> 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:** We will backfill borings with auger cuttings upon completion. Excess auger 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.

## **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 service. 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.

**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.

## **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 report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

When services are complete, we upload a printable version of our completed geotechnical engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration and the report 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.

The geotechnical engineering report will provide recommendations for the following:

- Site and subgrade preparation; and
- Foundation design and construction.



## 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	\$3,300

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) <sup>1</sup>	\$500	
Private Utility Locate Service <sup>2</sup>	\$450	

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 condition, 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 Cost Estimate. 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 Cost Estimate stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

**Cost Estimate for Geotechnical Engineering Services**

Wessendorff Middle School Orchestra Room Addition ■ Rosenberg, Texas

December 4, 2019 ■ Terracon Document No. P92195611



**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.

<b>GeoReport® Delivery</b>	<b>Posting Schedule <sup>1, 2</sup></b>
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 MATERIAL TESTING SERVICES SUPPLEMENT FOR  
DR. THOMAS E. RANDLE HIGH SCHOOL AND HARRY WRIGHT JUNIOR HIGH**

**RECOMMENDATION:**

That the Board of Trustees approve the supplement to the agreement with Terracon for material testing services for the construction of the Dr. Thomas E. Randle High School and Harry Wright Junior High School off-site packages #1, #2 and #3 in the amount of \$97,078 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

On September 19, 2019, the Board of Trustees approved the amendment to Drymalla Construction Co. for the off-site package #2 and #3. This supplement will increase the agreement with Terracon to include these two (2) off-site packages. Material testing is a professional service that the District must contract directly. Terracon is currently working on the site, 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 for Dr. Thomas E. Randle High School and Harry Wright Junior High School.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## SUPPLEMENT TO AGREEMENT FOR SERVICES

### CHANGE TO SCOPE OF SERVICES AND FEES

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated 05/16/2019, Agreement reference number P92191233) is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

- 1. Scope of Services.** The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

Materials testing services for off-site work packages 1, 2, and 3. See attached proposal P92191678.

- 2. Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

\$97,078 – See attached proposal P92191678.

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: **Terracon Consultants, Inc.**  
By:  Date: **12/9/2019**  
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 ISD**  
By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name/Title: \_\_\_\_\_  
Address: **3911 Avenue I  
Rosenberg, TX 77471-3901**  
Phone: **(281) 341-3122** Fax: \_\_\_\_\_  
Email: **mckeever@lcisd.org**



**BUDGET ESTIMATE**  
**LCISD OFFSITE WORK PACKAGES 1, 2, and 3**  
**TERRACON PROPOSAL NO. P92191678**

Service	Quantity	Unit	Unit Rate	Estimate
<b>OFFSITE WORK PACKAGE 1: KOEBLEN ROAD EXTENSION</b>				
<b>Earthwork Observation and Testing (Utility Backfill, Treated Subgrade, &amp; Fill)</b>				
Engineering Technician	176	hour	\$47.00	\$8,272.00
Engineering Technician OT	20	hour	\$70.50	\$1,410.00
Vehicle Charge	26	trip	\$50.00	\$1,300.00
Nuclear Gauge Charge	26	trip	\$60.00	\$1,560.00
Moisture Density Relationship (ASTM D698, D558)	6	each	\$150.00	\$900.00
Atterberg Limits (ASTM D4318)	5	each	\$50.00	\$250.00
Compressive Strength of Cement Stabilized Sand	15	each	\$60.00	\$480.00
			<b>Sub-total</b>	<b>\$14,172.00</b>
<b>Cast-in-Place Concrete Observation and Testing (Paving)</b>				
Engineering Technician	102	hour	\$47.00	\$4,794.00
Engineering Technician, OT	34	hour	\$70.50	\$2,397.00
Vehicle Charge	17	trip	\$50.00	\$850.00
Concrete Test Cylinders (ASTM C39) 4 cyl/set	136	each	\$16.00	\$2,176.00
Sample Pick-up	17	trip	\$120.00	\$2,040.00
Concrete Coring	12	each	\$100.00	\$1,200.00
Concrete Core Compressive Strength and 9-Point Measure	12	each	\$125.00	\$1,500.00
			<b>Sub-total</b>	<b>\$14,957.00</b>
<b>PROJECT MANAGEMENT AND ADMINISTRATION</b>				
Project Manager, per hour	30	hour	\$125.00	\$3,750.00
			<b>Sub-total</b>	<b>\$3,750.00</b>
<b>Estimated Package Total</b>				<b>\$32,879</b>



BUDGET ESTIMATE  
 LCISD OFFSITE WORK PACKAGES 1,2, and 3  
 TERRACON PROPOSAL NO. P92191678

Service	Quantity	Unit	Unit Rate	Estimate
<b>OFFSITE WORK PACKAGE 2: FORT BEND DRAINAGE CHANNEL</b>				
<b>Earthwork Observation and Testing (Utility Backfill &amp; Fill)</b>				
Engineering Technician	264	hour	\$47.00	\$12,408.00
Engineering Technician OT	66	hour	\$70.50	\$4,653.00
Vehicle Charge	33	trip	\$50.00	\$1,650.00
Nuclear Gauge Charge	30	trip	\$60.00	\$1,800.00
Moisture Density Relationship (ASTM D698, D558)	6	each	\$150.00	\$900.00
Atterberg Limits (ASTM D4318)	5	each	\$50.00	\$250.00
Compressive Strength of Cement Stabilized Sand	15	each	\$60.00	\$480.00
			<b>Sub-total</b>	<b>\$22,141.00</b>
<b>Cast-in-Place Concrete Observation and Testing (Channel &amp; Outfalls)</b>				
Engineering Technician	60	hour	\$47.00	\$2,820.00
Engineering Technician, OT	20	hour	\$70.50	\$1,410.00
Vehicle Charge	10	trip	\$50.00	\$500.00
Concrete Test Cylinders (ASTM C39) 4 cyl/set	40	each	\$16.00	\$640.00
Sample Pick-up	10	trip	\$120.00	\$1,200.00
			<b>Sub-total</b>	<b>\$6,570.00</b>
<b>PROJECT MANAGEMENT AND ADMINISTRATION</b>				
Project Manager, per hour	30	hour	\$125.00	\$3,750.00
			<b>Sub-total</b>	<b>\$3,750.00</b>
<b>Estimated Package Total</b>				<b>\$32,461</b>



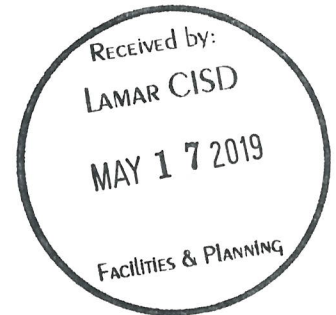
BUDGET ESTIMATE  
LCISD OFFSITE WORK PACKAGES 1,2, and 3  
TERRACON PROPOSAL NO. P92191678

Service	Quantity	Unit	Unit Rate	Estimate
<b>OFFSITE WORK PACKAGE 3: FORT BEND COUNTY OFFSITE UTILITY</b>				
<b>Earthwork Observation and Testing (Utility Backfill)</b>				
Engineering Technician	344	hour	\$47.00	\$16,168.00
Engineering Technician OT	80	hour	\$70.50	\$5,640.00
Vehicle Charge	43	trip	\$50.00	\$2,150.00
Nuclear Gauge Charge	40	trip	\$60.00	\$2,400.00
Moisture Density Relationship (ASTM D698, D558)	6	each	\$150.00	\$900.00
Atterberg Limits (ASTM D4318)	5	each	\$50.00	\$250.00
Compressive Strength of Cement Stabilized Sand	15	each	\$60.00	\$480.00
			<b>Sub-total</b>	<b>\$27,988.00</b>
<b>PROJECT MANAGEMENT AND ADMINISTRATION</b>				
Project Manager, per hour	30	hour	\$125.00	\$3,750.00
			<b>Sub-total</b>	<b>\$3,750.00</b>
			<b>Estimated Package Total</b>	<b>\$31,738</b>

April 30, 2019

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

Subject: Proposal for Construction Materials Testing Services  
LCISD High School 6 and Junior High School 6  
F.M. 2977 and Koeblen Road  
Richmond, TX 77469  
Lamar Consolidated Independent School District  
Terracon Proposal No. P92191233



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. We understand that we have been selected solely based on our professional qualifications. In this proposal we present our understanding of the scope of the project, our proposed services, and our budget estimate.

## A) PROJECT INFORMATION

The site is located at F.M. 2977 and Koeblen Road in Richmond, Texas. The project involves the construction of a 1 to 3-story High School with a footprint of approximately 275,000 square feet and a new 1 to 3-story Junior High School with a footprint of approximately 130,000 square feet. In addition, the site will also have athletic facilities including football, baseball, and softball fields, athletic track, and tennis courts. School buildings are to be constructed on structural slab with drilled and underreamed piers. Concession stand and bleachers slabs will be placed on select fill pads. The school building superstructure will consist of structural steel framing and CMU walls. The project also involves the construction of Koeblen Road extension.

The associated site work will consist of waterline, sanitary and storm sewer construction. Paving associated with driveways and parking areas will be reinforced concrete with a stabilized subgrade.

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

- Issue for Permit specifications Volumes 1 and 2 prepared by PBK Architects and dated April 10, 2019,
- Issue for Permit drawings Volumes 1 through 4 prepared by PBK Architects and dated April 10, 2019, and

Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043  
P [713] 690 8989 F [713] 690 8787 terracon.com



- Geotechnical Report No. 92185332 by Terracon Consultants, Inc. dated January 31, 2019.

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 of the project document.

### Earthwork Observations and Testing:

1. Sample fill, building subgrade, select fill, trench backfill and treated subgrade materials. Prepare and test the samples for Atterberg Limits (ASTM D4318) and Moisture Density Relationship (ASTM D 698 and ASTM D558).
2. It's 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 5000 square yards of select fill to verify that the soil meets the requirements for Atterberg Limits (ASTM D4318). **Samples typically require 2 to 3 working days for processing and testing in accordance with ASTM Standards, however, preliminary test results can be obtained as early as the following working day. It will be at the discretion of the contractor to suspend any additional placement of fill before test results are known.**
3. Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory (ASTM D1633). Samples will be tested as needed during utility construction.
4. Evaluate the subgrade soil for proposed chemically treated paving subgrade.
5. Observe the chemical treatment process for the pavement subgrade.
6. Perform field gradation tests of treated subgrade.
7. Observe proofrolling operations of the building pad and paving subgrades; and perform density tests of the building subgrade, select fill, trench backfill and treated subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

**Foundation Observations and Testing:**

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. The reinforcing steel and anchor bolts will be observed and the concrete cover, quantity, size, length, and depth of embedment of the steel will be recorded.
4. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39).

**Reinforcing Steel Observation and Testing:**

1. 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 concrete placement.

**Cast-in-Place Concrete Observations and Testing:**

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, 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. 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 1 ¼" or less. Four 6" x 12" concrete cylinders per set will be prepared for concrete having a nominal size aggregate of greater than 1 ¼". 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.

**Masonry Observation and Mortar and Grout Testing:**

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 mortar during laboratory mixing and cast mortar cubes or cylinders for compression tests.
5. Sample the fresh grout during construction and cast grout prisms (ASTM C1019) for compressive strength tests.

**Structural Steel Observations and Testing:**

1. Terracon recommends that the general contractor schedule a pre-erection meeting to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.
2. 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.
3. Perform visual inspections of roof metal decking for placement including overlap, fastener spacing, supports at openings and penetrations, and puddle welds pattern, size and quality.

**Post-Tensioned Concrete Slabs:**

1. Terracon requests that a copy of the approved shop drawings be provided a minimum of two days prior to the date of the concrete placement. This is to allow us time to prepare a detailed spreadsheet with the calculated elongation tolerances and stressing pressures required.
2. Observe installed post tension cables and mild reinforcing steel prior to the concrete placement. Terracon recommends that this service be scheduled no later than the day prior to the concrete placement.
3. Observe the stressing sequence, and document the post tensioning forces and elongation measurements. This information will be provided to the structural engineer of record for review and approval. Terracon recommends that the contractor obtain final approval from the structural engineer prior to cutting the ends of the post tension cables.



**Lightweight Insulating Roof Fill:**

1. Obtain samples of the lightweight insulating roofing fill and perform fresh unit weight, dry unit weight and compressive strength tests (ASTM C796, ASTM C1064, ASTM C495, and ASTM C617).
2. Perform roofing fastener pull-out tests, if requested.

**Fireproofing Observations and Testing:**

Measure fireproofing thickness of in place fireproofing material; sample fireproofing material to determine in-place density by displacement method; and measure adhesion cohesion of the fireproofing material. Terracon will test the fireproofing in accordance with the frequency and testing standards referenced in the IBC code noted in the project documents (ASTM E605 and ASTM E736).

**Project Management/ Administration:**

1. 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 report.

**Special Inspections Letter:**

1. Upon completion of our services, a special inspection letter will be prepared, if requested. The letter will list services we performed and if our results and/ or observation were in compliance. A copy of our test reports will be available with the special inspection letter if requested.

**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.**



**Additional Services:**

If you would like us to perform additional work, please contact us and we will issue a short Supplement to Agreement form, or Supplemental Proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin work, you simply return a signed copy of the Supplemental agreement.

**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 minimum of 24 hours’ notice 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. Terracon recommends that a copy of this proposal be provided to the general contractor so they understand our scope of services and schedule us accordingly. Please note that the number of tests and trips described in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project.**

**D) COMPENSATION**

Based on the project information available for our review, we propose a budgetary cost estimate of **\$376,970**. Based on the attached Budget Estimate, Terracon recommends the following:

**High School 6 - \$241,970**

**Junior High School 6 – \$135,000**

Should a construction schedule become available, Terracon can provide a detailed 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.

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.

You will be invoiced on a monthly basis for services actually performed and/or as authorized or requested by you or your designated representative. Terracon's total invoice fee is due within thirty days following final receipt of invoice. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

**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.

**Proposal for Construction Materials Testing Services**  
LCISD High School 6 and Jr. High School 6 ■ Richmond, Texas  
April 30, 2019 ■ Terracon Proposal No. P92191233



**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 this opportunity of working with you and we look forward to working with you in the future.

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

A handwritten signature in blue ink, appearing to read "Mark D. Wells".

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

A handwritten signature in blue ink, appearing to read "Chad C. Gordon".

for Chad C. Gordon, P.E.  
Materials Services Manager

**Attachments:**

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



**BUDGET ESTIMATE**  
**LCISD HIGH SCHOOL 6 AND JUNIOR HIGH SCHOOL 6**  
**F.M. 2977 AND KOEBLEN ROAD, RICHMOND, TEXAS**  
**TERRACON PROPOSAL NO. P9219233**

Service	Quantity	Unit	Unit Rate	Estimate
<b>BUILDING STRUCTURES including Athletic Facilities</b>				
<b>Earthwork Observation and Testing. (Building Utilities Compaction/Testing)</b>				
Engineering Technician	300	hour	\$47.00	\$14,100.00
Engineering Technician OT	30	hour	\$70.50	\$2,115.00
Vehicle Charge	40	trip	\$50.00	\$2,000.00
Nuclear Gauge Charge	115	trip	\$60.00	\$6,900.00
Moisture Density Relationship (ASTM D698, D558)	16	each	\$150.00	\$2,400.00
Atterberg Limits (ASTM D4318)	22	each	\$50.00	\$1,100.00
			<b>Sub-total</b>	<b>\$28,615.00</b>
<b>Foundation Observation and Testing (Piers, Grade Beams and Slab)</b>				
Engineering Technician	1450	hour	\$47.00	\$68,150.00
Engineering Technician, OT	400	hour	\$70.50	\$28,200.00
Vehicle Charge	180	trip	\$50.00	\$9,000.00
Concrete Test Cylinders (ASTM C39) 4 cyl/set	1680	each	\$16.00	\$26,880.00
Sample Pick-up	60	trip	\$120.00	\$7,200.00
			<b>Sub-total</b>	<b>\$139,430.00</b>
<b>Masonry Observation and Testing</b>				
Engineering Technician	100	hour	\$47.00	\$4,700.00
Mortar Cubes (ASTM C109) 6/set	4	set	\$120.00	\$480.00
Grout Prisms (ASTM C1019) 6/set	20	set	\$120.00	\$2,400.00
Vehicle Charge	24	trip	\$50.00	\$1,200.00
Sample Pick-up	24	trip	\$120.00	\$2,880.00
			<b>Sub-total</b>	<b>\$11,660.00</b>
<b>Structural Steel Inspection</b>				
Certified Welding Inspector	400	hour	\$100.00	\$40,000.00
Certified Welding Inspector, OT	20	hour	\$150.00	\$3,000.00
Vehicle Charge	105	trip	\$50.00	\$5,250.00
Ultrasonic Equipment	30	day	\$125.00	\$3,750.00
			<b>Sub-total</b>	<b>\$52,000.00</b>
<b>Fireproofing Observation and Testing</b>				
Engineering Technician	90	hour	\$47.00	\$4,230.00
Engineering Technician, OT	10	hour	\$70.50	\$705.00
Vehicle Charge	20	trip	\$50.00	\$1,000.00
Adhesion/Cohesion (ASTM E736)	85	each	\$25.00	\$2,125.00
Dry Density (ASTM E605)	85	each	\$25.00	\$2,125.00
			<b>Sub-total</b>	<b>\$10,185.00</b>
<b>Lightweight Insulating Roof Fill</b>				
Engineering Technician	180	hour	\$47.00	\$8,460.00
Engineering Technician, OT	20	hour	\$70.50	\$1,410.00
Vehicle Charge	20	trip	\$50.00	\$1,000.00
Compressive Strength	120	each	\$25.00	\$3,000.00
Dry Density	60	each	\$25.00	\$1,500.00
Sample Pick-up	18	trip	\$120.00	\$2,160.00
			<b>Sub-total</b>	<b>\$15,370.00</b>



**BUDGET ESTIMATE**  
**LCISD HIGH SCHOOL 6 AND JUNIOR HIGH SCHOOL 6**  
**F.M. 2977 AND KOEBLEN ROAD, RICHMOND, TEXAS**  
**TERRACON PROPOSAL NO. P92191233**

Service	Quantity	Unit	Unit Rate	Estimate
<b>SITWORK OBSERVATION AND TESTING including Koeblen Road</b>				
<b>Earthwork Observation and Testing (Utility Backfill and Paving Subgrade)</b>				
Engineering Technician	430	hour	\$47.00	\$20,210.00
Engineering Technician, OT	40	hour	\$70.50	\$2,820.00
Vehicle Charge	72	day	\$50.00	\$3,600.00
Nuclear Gauge Charge	115	day	\$60.00	\$6,900.00
Lime Determination	4	each	\$275.00	\$1,100.00
Compressive Strength of Cement Stabilized Sand	24	each	\$60.00	\$1,440.00
Moisture Density Relationship (ASTM D698, D558)	20	each	\$150.00	\$3,000.00
Atterberg Limits (ASTM D4318)	20	each	\$50.00	\$1,000.00
			<b>Sub-total</b>	<b>\$40,070.00</b>
<b>Cast-in-Place Concrete Observation and Testing (Paving, Driveway, Parking Lot, and Misc.)</b>				
Engineering Technician	480	hour	\$47.00	\$22,560.00
Engineering Technician, OT	80	hour	\$70.50	\$5,640.00
Vehicle Charge	90	day	\$50.00	\$4,500.00
Concrete Test Cylinders (ASTM C39)	840	each	\$16.00	\$13,440.00
Sample Pick-up	50	trip	\$120.00	\$6,000.00
			<b>Sub-total</b>	<b>\$52,140.00</b>
<b>PROJECT MANAGEMENT AND ADMINISTRATION</b>				
Project Manager, per hour	220	hour	\$125.00	\$27,500.00
			<b>Sub-total</b>	<b>\$27,500.00</b>
<b>Estimated Project Total</b>				<b>\$376,970</b>



**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 High School 6 and Junior High School 6 project ("Project"), as described in Consultant's Proposal dated 04/29/2019 ("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.** 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 Wells Date: **4/30/2019**  
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 ISD**  
By: Kay Danziger Date: **5/16/19**  
Name/Title: **Kay Danziger, Board President**  
Address: **3911 Avenue I Rosenberg, TX 77471-3901**  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

**CONSIDER APPROVAL OF DISTRICT-WIDE IPAD REFRESH**

**RECOMMENDATION:**

That the Board of Trustees approve Apple to provide hardware, software and services in the amount of \$1,540,000 for the district-wide iPad refresh project.

**IMPACT/RATIONALE:**

Lamar CISD currently has approximately 15,000 iPads in use throughout the District. This represents 37% of all computing devices used in the District. The District has approximately 4,000 aging, end-of-life devices which no longer meet District requirements and will no longer be supported by Apple. The District will purchase 4,000 (400 10-packs) current generation iPads to replace these devices. Additionally, Apple will provide at no additional cost project management support and on-site engineering support during the deployment phase of the iPad refresh.

**PROGRAM DESCRIPTION:**

Apple is offering these iPads at a reduced price due to it being the end of their fiscal year. This special pricing will save the district approximately \$74,466. Apple offers iPads through a DIR contract. This project will be funded from 2017 Bond funds dedicated to iPad 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



# Apple Inc. Education Price Quote

<b>Customer:</b>	Chris Nilsson LAMAR CONSOLIDATED ISD TX DIR- ADMIN BLDG-ACCTG Phone: 18322230206 email: cnilsson@lcisd.org	<b>Apple Inc:</b>	Wade Hoelting 5505 W Parmer Lane Bldg 7 Austin, TX 78727-6524 Phone: +1-512-6746817 email: whoelting@apple.com
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**Apple Quote:** 2205857606

**Quote Date:** Monday, December 09, 2019

**Quote Valid Until:** Friday, December 20, 2019

**Quote Comments:**

Please reference Apple Quote number on your Purchase Order.

DIR-TSO-3789

#	Product Description	Qty	Unit List Price	Discount per Unit	Unit Discounted Price	Extended Discounted Price
1	<b>Personalized 10.2-inch iPad Wi-Fi 128GB - Space Gray (10-pack)</b> Part Number BP872LL/A  <b>Personalized 10.2-inch iPad Wi-Fi 128GB - Space Gray (10-pack)</b> Part Number: PW7P2LL/A Quantity: 4,000 Engraving: Property of Lamar CISD	400	\$3,940.00	\$90.00	\$3,850.00	\$1,540,000.00
2	<b>AppleCare OS Support - Preferred</b> Part Number D5690ZM/A	1	\$15,996.00	\$15,996.00	\$0.00	\$0.00
3	<b>APS PROJECT ENGINEERING SVCS FIXED-USA</b> Part Number D7066LL/A	1	\$10,120.00	\$10,120.00	\$0.00	\$0.00
4	<b>APS 2 Consecutive Days Project Management Deployment Services</b> Part Number D4694LL/A	1	\$4,275.00	\$4,275.00	\$0.00	\$0.00
5	<b>APS 4 Consecutive Days Project Management Deployment Services</b> Part Number D4696LL/A	1	\$8,075.00	\$8,075.00	\$0.00	\$0.00

<b>Extended EDU List Price Total</b>	<b>\$1,614,466.00</b>
<b>Total Discount</b>	\$74,466.00
<b>Extended Discounted Price Subtotal</b>	\$1,540,000.00
- Additional Tax	\$0.00
- Estimated Tax	\$0.00
<b>Extended Discounted Total Price*</b>	<b>\$1,540,000.00</b>

\*In most cases Extended discounted Total price does not include Sales Tax

\*If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2205857606. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
  - For registration assistance, call 1.800.800.2775
- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to [institutionorders@apple.com](mailto:institutionorders@apple.com). **Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.**
  - For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

- A. ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE, CONTACT [contracts@apple.com](mailto:contracts@apple.com).
- B. ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- C. YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
  - APPLE INC. AS THE VENDOR
  - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
  - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
  - PURCHASE ORDER NUMBER
  - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
  - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
  - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
  - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL {QuoteExpirationDate} UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
  - APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- E. THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- F. UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

SEA # 1974367  
Opportunity ID: 18000003187336

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Document rev 10.6.1

Date of last revision – June 20th, 2016



**CONSIDER APPROVAL OF SECURE STORAGE**

**RECOMMENDATION:**

That the Board of Trustees approve the purchase of security camera data storage, secure backup storage and installation and configuration services in the amount of \$402,642.62 from Unique Digital.

**IMPACT/RATIONALE:**

The District has outgrown the network storage solution for security camera storage. The new storage is purpose-built to provide the fastest and most reliable camera storage. In addition, the new backup storage provides much greater security of our backup data. This new infrastructure will result in a fast, reliable system with scalable storage, redundancy of systems across multiple locations, disaster recovery/business continuity, and support. This project also supports audit recommendations 10-5 and 10-6 regarding disaster recovery and business continuity and redundant network infrastructure and security best practices as outlined in the Texas Cybersecurity Framework.

Of the \$402,642.62 total cost of this project, \$263,489.11 will come from local funds and \$116,153.51 and \$23,000 will come from the trade-in values of district equipment. The trade ins are shown on the quote as subtractions from the total price.

**PROGRAM DESCRIPTION:**

Unique Digital offers these products and 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:



Dr. Thomas Randle  
Superintendent



## Quote

Date	Quote #
10-Dec-19	LCISD_121019_CyberVault

<b>Bill To:</b> Lamar CISD	<b>Ship To:</b> Lamar CISD	<b>Sales Rep:</b> Carrie Drake 10595 Westoffice Drive Houston, TX 77042 (713) 777-0447
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**DIR-TSO-4299**  
**DIR-TSO-3926**

Item SKU	Description	Qty	UOM	Unit List Price (USD)	Customer Discounted Unit Price (USD)	Customer Discounted Total Price (USD)
<b>Production 36TB IDPA</b>						
DP4400_12TB_PACK	DP4400 12TB CAPACITY EXPANSION PACK	1	EA	\$38,670.00	\$26,295.60	\$26,295.60
DPAPPL_4400	ANCHOR DP APPLIANCE 4400	1	EA	\$0.00	\$0.00	\$0.00
DP4400_24TB_SFP8	IDPA DP4400 24TB 8X10G SFP	1	EA	\$77,340.00	\$52,591.20	\$52,591.20
M-PSM-HW-DD-E1	PROSUPPORT 4HR/MC HARDWARE SUPPORT - 3 YEARS	1	EA	\$55,684.80	\$37,967.66	\$37,967.66
458-002-436	IDPA DP4400 ENV CONFIG	1	EA	\$0.00	\$0.00	\$0.00
456-107-987	DP4400 CAPACITY ENABLER DDVE 12TB=CC	3	EA	\$0.00	\$0.00	\$0.00
456-113-622	VREALIZE ENABLER ENTRY=IA	1	EA	\$0.00	\$0.00	\$0.00
456-113-623	ANALYTICS ENABLER ENTRY=CB	1	EA	\$0.00	\$0.00	\$0.00
456-113-621	IDPA BU APP ENABLER ENTRY=IA	1	EA	\$0.00	\$0.00	\$0.00
456-113-781	IDPA BOOSTFS 1 TB RAW ENABLER ENTRY=CB	36	EA	\$0.00	\$0.00	\$0.00
456-113-624	IDPA BU SEARCH ENABLER ENTRY=CA	1	EA	\$0.00	\$0.00	\$0.00
456-113-620	FEDERATED REPORTING SERVER ENTRY=IA	1	EA	\$0.00	\$0.00	\$0.00
456-113-661	IDPA TARGET PROTOCOL ENABLER ENTRY=CA	1	EA	\$0.00	\$0.00	\$0.00
458-002-414	DATA PROTECTION CENTRAL ENTRY=CA	1	EA	\$0.00	\$0.00	\$0.00
IDPA_DP4400_2-4	IDPA DP4400 OS SW CODE 2.4.X=IA	1	EA	\$0.00	\$0.00	\$0.00
M-PSM-SW-DD-E1	PROSUPPORT 4HR/MC SOFTWARE SUPPORT - 3 YEARS		EA	\$0.00	\$0.00	\$0.00
458-001-440	RECOVERPOINT FOR VM STARTER PACKS	1	EA	\$0.00	\$0.00	\$0.00
456-113-589	RP4VM 5VM STARTER PACK FOR DP4400=IB	1	EA	\$0.00	\$0.00	\$0.00
M-PSM-SW-D3-001	PROSUPPORT 4HR/MC SOFTWARE SUPPORT -3 YEARS	1	EA	\$0.00	\$0.00	\$0.00
458-002-484	EMC GRANULAR RECOVERY MICROSOFT HIGH=CA	36	EA	\$0.00	\$0.00	\$0.00
M-PSM-SW-DD-H1	PROSUPPORT 4HR/MC SOFTWARE SUPPORT -3 YEARS	1	EA	\$0.00	\$0.00	\$0.00
						<b>\$116,854.46</b>
<b>DR 36TB IDPA</b>						
DP4400_12TB_PACK	DP4400 12TB CAPACITY EXPANSION PACK	1	EA	\$38,670.00	\$26,295.60	\$26,295.60
DPAPPL_4400	ANCHOR DP APPLIANCE 4400	1	EA	\$0.00	\$0.00	\$0.00
DP4400_24TB_SFP8	IDPA DP4400 24TB 8X10G SFP	1	EA	\$77,340.00	\$52,591.20	\$52,591.20
M-PSM-HW-DD-E1	PROSUPPORT 4HR/MC HARDWARE SUPPORT - 3 YEARS	1	EA	\$55,684.80	\$37,967.66	\$37,967.66
458-002-436	IDPA DP4400 ENV CONFIG	1	EA	\$0.00	\$0.00	\$0.00
456-107-987	DP4400 CAPACITY ENABLER DDVE 12TB=CC	3	EA	\$0.00	\$0.00	\$0.00
456-113-622	VREALIZE ENABLER ENTRY=IA	1	EA	\$0.00	\$0.00	\$0.00
456-113-623	ANALYTICS ENABLER ENTRY=CB	1	EA	\$0.00	\$0.00	\$0.00
456-113-621	IDPA BU APP ENABLER ENTRY=IA	1	EA	\$0.00	\$0.00	\$0.00
456-113-781	IDPA BOOSTFS 1 TB RAW ENABLER ENTRY=CB	36	EA	\$0.00	\$0.00	\$0.00
456-113-624	IDPA BU SEARCH ENABLER ENTRY=CA	1	EA	\$0.00	\$0.00	\$0.00
456-113-620	FEDERATED REPORTING SERVER ENTRY=IA	1	EA	\$0.00	\$0.00	\$0.00
456-113-661	IDPA TARGET PROTOCOL ENABLER ENTRY=CA	1	EA	\$0.00	\$0.00	\$0.00
458-002-414	DATA PROTECTION CENTRAL ENTRY=CA	1	EA	\$0.00	\$0.00	\$0.00
IDPA_DP4400_2-4	IDPA DP4400 OS SW CODE 2.4.X=IA	1	EA	\$0.00	\$0.00	\$0.00
M-PSM-SW-DD-E1	PROSUPPORT 4HR/MC SOFTWARE SUPPORT - 3 YEARS		EA	\$0.00	\$0.00	\$0.00
458-001-440	RECOVERPOINT FOR VM STARTER PACKS	1	EA	\$0.00	\$0.00	\$0.00
456-113-589	RP4VM 5VM STARTER PACK FOR DP4400=IB	1	EA	\$0.00	\$0.00	\$0.00
M-PSM-SW-D3-001	PROSUPPORT 4HR/MC SOFTWARE SUPPORT -3 YEARS	1	EA	\$0.00	\$0.00	\$0.00
458-002-484	EMC GRANULAR RECOVERY MICROSOFT HIGH=CA	36	EA	\$0.00	\$0.00	\$0.00
M-PSM-SW-DD-H1	PROSUPPORT 4HR/MC SOFTWARE SUPPORT -3 YEARS	1	EA	\$0.00	\$0.00	\$0.00
						<b>\$116,854.46</b>
<b>Exagrid Trade In</b>						
Trade-in	Trade in of Exagrid					<b>-\$116,153.51</b>
<b>Subtotal</b>						<b>-\$116,153.51</b>

Isilon						
ICH-DEEP	BASE CHASSIS - DEEP	1	EA	\$5,914.35	\$2,395.31	\$2,395.31
IFEIO-10GBE	2X10GBE SFP+ W/O OPTICS	4	EA	\$1,021.11	\$413.55	\$1,654.20
800-0077	PWCRD KIT FOR GEN6 DEEP CHASSIS	2	EA	\$100.09	\$40.54	\$81.08
IA2000-10T-400G	A2000-2.2GHZ/2C/16G+20X10TB SAT/400GB	4	EA	\$35,007.90	\$14,178.20	\$56,712.80
IBEIO-10GBE	2X10GBE SFP+ BACK END W/O OPTICS	4	EA	\$1,021.11	\$413.55	\$1,654.20
851-0296	TRANSCEIVERS/OPTIC/SFP+/SR/10GBE/2 GEN6	4	EA	\$187.04	\$75.75	\$303.00
851-0263	CABLE ETHERNET 10G PASS SFP+ 3M	8	EA	\$152.66	\$61.83	\$494.64
M-PSM-HW-I-002	PROSUPPORT 4HR/MC HARDWARE SUPPORT -3 YEARS	1	EA	\$55,481.04	\$22,469.82	\$22,469.82
EYEGLASS-P015	SEL-SUPERNA-EYEGLASS DR QUICK START	1	EA	\$7,059.00	\$2,858.90	\$2,858.90
458-001-863	ONEFS PRODUCT	1	EA	\$0.00	\$0.00	\$0.00
456-111-837	ONEFS BASE LICENSE TIER 4=ID	4	EA	\$8,256.50	\$3,343.88	\$13,375.52
456-111-841	ONEFS CAPACITY LICENSE TIER 4 =CB	800	EA	\$92.48	\$37.45	\$29,960.00
458-001-969	HDFS FOR ONEFS 0.00	4	EA	\$0.00	\$0.00	\$0.00
458-001-962	ENTERPRISE BUNDLE TIER 4=ID	4	EA	\$2,165.56	\$877.05	\$3,508.20
458-001-963	ENTERPRISE BUNDLE CAPACITY T4 PER TB=CB	800	EA	\$45.50	\$18.43	\$14,744.00
458-001-944	SYNCIQ	1	EA	\$0.00	\$0.00	\$0.00
456-112-023	SYNCIQ BASE LICENSE TIER 4=ID	4	EA	\$1,205.11	\$488.07	\$1,952.28
456-112-027	SYNCIQ CAPACITY LICENSE TIER 4 =CB	800	EA	\$25.28	\$10.24	\$8,192.00
M-PSM-SW-I-002	PROSUPPORT 4HR/MC SOFTWARE SUPPORT -3 YEARS	1	EA	\$76,375.80	\$30,932.20	\$30,932.20
EGL-ENT-NODE-3Y	SEL MAINT EYEGLASS DR MANAGER ENT 3YR	4	EA	\$535.29	\$216.79	\$867.16
EGL-ENT-NODE-LIC	SEL EYEGLASS DR MANAGER ENTERPRISE VAPP	4	EA	\$641.54	\$259.82	\$1,039.28
						<b>\$193,194.59</b>

CoRaid Hardware Trade In						
Trade-in	Trade in of CoRaid					<b>-\$23,000.00</b>

Subtotal						
						<b>-\$23,000.00</b>
APC Rack						
A0634454	APC 2-Pack Combination Lock Handles	2	EA	\$174.99	\$153.99	\$307.98
A6788260	American Power Conversion AR8442 Zero U Vertical Cable Organizer for Netshelter Racks	4	EA	\$142.99	\$125.83	\$503.32
A7284209	Metered Rack Power Distribution Units 200/208V	2	EA	\$621.99	\$547.35	\$1,094.70
A7153506	APC AR3300 NetShelter SX 42U Enclosure - Black	1	EA	\$1,798.99	\$1,583.11	\$1,583.11
						<b>\$3,489.11</b>

PROFESSIONAL SERVICES						
UDI-PS-DD6300	Unique Digital Full Installation & Configuration of (2) IDPA'S	1			\$9,000.00	\$9,000.00
UDI-Training	Unique Digital Training on IDPA					Included
UDI-PS-ISL-GEN6	Unique Digital Installation & Configuration of Isilon Gen 6 Chassis	1			\$6,000.00	\$6,000.00
UDI-PS-ISL-ENT	Unique Digital Installation & Configuration of Enterprise Advanced Software Bundle	1			\$2,250.00	\$2,250.00
						<b>\$17,250.00</b>

<b>Configuration Total</b>		<b>\$308,489.11</b>
<b>End of the Year Incentive: Contingent on PO by January 10th</b>		<b>-\$45,000.00</b>
<b>Tax</b>		<b>Exempt</b>
<b>Shipping</b>		<b>Included</b>
<b>Total Price</b>		<b>\$263,489.11</b>

**SIGNATURE**

- \*\* Leasing Options Available
- \*\* Restocking Fees May Apply if Purchase Order Cancelled
- \*\* 4% Credit Card Fee Applicable
- \*\* Terms: Net 30

**INFORMATION ITEM: 2019-2020 SUMMER SCHOOL**

Each summer, Lamar CISD provides identified students with opportunities to attend a summer academic program.

**PK/K English Learner Summer School Program**

Bilingual/ESL students advancing from pre-kindergarten to kindergarten and from kindergarten to first grade will be offered a program to address the affective, linguistic, and cognitive needs of English Learners. The instructional program will focus on language development and essential knowledge and skills appropriate to the level of the student. To be eligible for enrollment: a student must be eligible for admission to kindergarten or to Grade 1 at the beginning of the next school year and must be an English learner; and a parent or guardian must have approved placement of the English learner in the required bilingual or ESL program.

**Required Elementary 5<sup>th</sup> Grade SSI**

Students in grade 5 who did not meet the Approaches Grade Level standard on the Reading STAAR test or the Math STAAR test will receive intensive accelerated reading and math instruction. These students will take the STAAR Reading assessment (third administration) and/or the STAAR Math assessment (third administration) as a part of Summer School.

**Required Student SSI (8<sup>th</sup>) and EOC (High School) Tutorials & Re-Test Academy**

Students who did not meet the Approaches Grade Level standard on the Reading or Math STAAR assessment or a high school EOC assessment will receive intensive accelerated instruction in preparation for the STAAR/EOC re-assessment.

**Secondary Summer School: Session #1 & #2**

Students in grades 6<sup>th</sup>, 7<sup>th</sup> & 8<sup>th</sup> who did not successfully pass their core content course will be required to attend summer school to receive intensive accelerated remediation in preparation for the next grade level.

Students in grades 8<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup> are eligible to take original credit courses during summer school. Students needing to recover credits in the core content courses are eligible for credit restoration credit during summer school.

**Special Education**

Special Education and ELL students who meet eligibility criteria at a grade level will be included in the programs above. Special education students who are expected to regress over the summer months will be provided extended school year (ESY) services specified on an individual basis by the ARD/IEP committee. In addition, Summer Blast is a reading and math program developed for students based on teacher recommendations and ARD committee approval to maintain their understanding of reading and math strategies and concepts over the summer. Using direct, small group interventions, games and computer-based programs students will receive intensive interventions in a fun-filled environment. Finally, eligible students receiving special education support will participate in a Social Skills camp. This camp is designed to support the generalization of social skills taught throughout the school year. The students attend multiple field trips to ensure natural social opportunities. This camp is geared to support students in the SESC program; however, some students may only require inclusion or resource support.

Funding for the summer 2020 programs will be provided through Local Budget, State Compensatory Education (SCE), Title I Part A funds and the IDEA B Consolidated Grant.

Resource Persons: Dr. Terri Mossige, Chief Academic Officer  
Diane Parks, Assistant Superintendent of Elementary Education  
Dr. Andree Osagie, Assistant Superintendent of Secondary Education





**Lamar Consolidated ISD**  
**Summer 2020**

**Elementary Summer School Schedule:**

**PK/K LEP Summer School Program:**

- Monday, June 8 – Wednesday, July 1, 2020
- Work Day: 7:15 a.m. – 2:45 p.m./Instructional Day: 7:45 a.m. – 2:30 p.m.
- Location: Travis Elementary, McNeill Elementary
- Tuition: No Cost

**Elementary 5<sup>th</sup> Grade SSI:**

- Monday, June 8 – Wednesday, June 24, 2020
- Work Day: 7:15 a.m. – 2:45 p.m./Instructional Day: 7:30 a.m. – 2:30 p.m.
- Location: Arredondo Elementary
- Tuition: No Cost

**Secondary Summer School Schedule:**  
**Summer School Registration opens on Monday, April 6, 2020**

**SSI/EOC Tutorials & Re-Test Session**

- Monday, June 8 – Friday, June 19, 2020: SSI & EOC Tutorials
- Tuesday, June 23 – Friday, June 26, 2020: SSI & EOC Re-Tests
- Work Day: 8:00 a.m. – 4:00 p.m./Instructional Day: 8:15 a.m. – 3:30 p.m.
- Location: George Jr. High, Terry High School
- Tuition: No Cost

**Session #1: Summer School**

- Monday, June 29 – Tuesday, July 14, 2020
- Staff Preparation Work Day: Friday, June 26, 2020
- Work Day: 8:00 a.m. – 4:00 p.m./Instructional Day: 8:15 a.m. – 3:30 p.m.
- Location: George Jr. High, Terry High School
- Tuition:
  - a. Original Credit: \$150.00 per session/Free & Reduced scholarships available
  - b. Credit Restoration: No Cost

**Session #2: Summer School**

- Wednesday, July 15 – Thursday, July 30, 2020
- Work Day: 8:00 a.m. – 4:00 p.m./Instructional Day: 8:15 a.m. – 3:30 p.m.
- Location: George Jr. High, Terry High School
- Tuition:
  - a. Original Credit: \$150.00 per session/Free & Reduced scholarships available
  - b. Credit Restoration: No Cost

## Special Education Extended School Year Services

### Session #1:

- Monday, June 15 – Thursday, June 25, 2020
- Work Day: 7:15 a.m. – 2:45 p.m./Instructional Day: 7:45 a.m. – 2:30 p.m.
- Location: Wessendorf, Wertheimer
- Tuition: No Cost

### Session #2:

- Monday, July 20 – Thursday, July 30, 2020
- Work Day: 7:15 a.m. – 2:45 p.m./Instructional Day: 7:45 a.m. – 2:30 p.m.
- Location: Wessendorf, Wertheimer
- Tuition: No Cost

**INFORMATION ITEM: AVAIL SOLUTIONS – CRISIS HOTLINE**

Lamar Consolidated Independent School District partners with Avail Solutions to provide support for the District Crisis Hotline. The key supports include:

- Avail Solutions will provide a 24-hour, seven day a week crisis line service for students, faculty, and families of the Lamar CISD.
- Avail Solutions offers a crisis line staffed by qualified mental health professionals (QMHP) who have been certified to manage crisis and assist with the mental health needs.
  - The QMHP is able to:
    - Professionally triage incoming calls,
    - Record demographic and clinical data,
    - Document referrals made, and
    - Calls requiring immediate attention will be handled by contacting on-call staff, EMS, law enforcement, and other services relevant to the call.

Avail Solutions are well versed in the community supports and contact to help the greater Lamar CISD community in need.

Current cost is \$3,600 annually. The District receives a grant from the George Foundation in the amount of \$3,000 to cover 83% of the total program cost.

Benefits of using a dedicated source:

- Should a need arise in the community, the District has access to call logs that can help understand the social and emotional trends and needs of the District based on the calls.
- The District has direct access to the QMHP’s at Avail Solutions and when a school crisis does occur, additional supports can be utilized.
- Avail Solutions provides training for Lamar CISD counselors and nurses around mental health crisis events and supports as part of our partnership.

The table below shows the number of calls received by Avail Solutions from Lamar CISD students, faculty, or families by month. It shows a comparison of the 2018-2019 school year and the 2019-2020 school year through November.

Month	2018-2019 School Year	2019-2020 School Year
August	2 Calls	0 Calls
September	1 Call	1 Call
October	1 Call	0 Calls
November	3 Calls	0 Calls
Total of the School Year	15 Calls (Entire Year)	1 Call (Aug-Nov)

Resource Person: Dr. Terri Mossige, Chief Academic Officer  
 Dr. Jon Maxwell, Executive Director of Student Programs  
 Dr. Jennifer Roberts, Director of Student Services

**INFORMATION ITEM: 2017-2019 BAND INSTRUMENT MAINTENANCE COSTS**

Lamar CISD provides certain District-owned band instruments at no cost to students enrolled in band programs. Routine maintenance on the band instrument inventory ensures that there are no interruptions to daily instruction and protects the District’s investment in top-quality instruments.

**Specific Band Instruments provided by Lamar CISD**

Maintenance and repair for District-owned band instruments includes all percussion instruments, sousaphones, tubas, marching baritones, euphoniums, bass trombones, marching mellophones, French horns, baritone saxophones, tenor saxophones, alto saxophones, bassoons, oboes, and bass clarinets.

Students typically provide their own flutes, clarinets, alto saxophones, trumpets and trombones, and they are responsible for routine maintenance costs on their individually owned instruments.

In addition to the above listed instruments, each campus is equipped with a small inventory of district-owned loaner flutes, clarinets, alto saxophones, trumpets, and trombones to ensure that students with short-term instrument issues can continue participating in daily instruction with minimal interruption. Title I campuses are equipped with a larger inventory of District-owned flutes, clarinets, alto saxophones, trumpets and trombones to ensure that a balanced instrumentation for the band program is always ensured regardless of students’ socio-economic circumstances.

**Campus Repair Allotments**

Each high school band program is allotted the following for band instrument repair maintenance including parts:

High School	\$30,000
Junior High School	\$13,000
Middle School	\$ 6,000

Funding for the District’s band instrument maintenance program is provided through Local Budget.

**District-approved vendors & expenditures**

District approved vendors are: Fleming Music Repair Service (Houston), Fort Bend Music (Stafford), Music & Arts (Sugar Land), Collins Music (Katy), and H&H Music (Sugar Land).

<b>Vendor</b>	<b>2017-18</b>	<b>2018-19</b>
Collins Music	\$ 31,347.80	\$ 24,319.47
Fleming Music Repair	\$103,529.25	\$120,134.95
Fort Bend Music	\$ 4,643.80	\$ 11,220.49
H&H Music	\$ 24,256.40	\$ 8,895.00
Music & Arts	\$ 20,432.32	\$ 24,642.51
<b>TOTAL</b>	<b>\$184,209.57</b>	<b>\$189,212.42</b>

Resource Persons: Dr. Terri Mossige, Chief Academic Officer  
 Dr. Andree Osagie, Assistant Superintendent, Secondary Education  
 Ramiro Estrada, Director of Performing & Visual Arts  
 Yvonne Dawson, Director of Budget and Treasury



### **INFORMATION ITEM: PREKINDERGARTEN UPDATE**

Update on the implementation of full-day prekindergarten (Pre-K) required by HB3 legislation.

- Site visits of Early Learning Centers were conducted on Tuesday, December 3, 2019
- Assessment of proposals will be finalized in January 2020
- At this time, Early Learning Centers proposing to partner with the District do not have teachers that are certified to teach Pre-K as required by the Texas Education Agency
- Thomas Elementary School will offer full-day Pre-K beginning in January 2020
- Seguin Early Childhood Center has 30 full-day spots open for monolingual and 14 for bilingual that will be open to the entire district beginning in January 2020
- The Pre-K committee is reviewing implementation plan cited below and will present an update at the January 2020 meeting

#### **Lamar CISD Rollout Plan Presented in August of 2019**

January 2020 (Goal)

- Work with elementary school campuses and identified Early Learning Centers to provide opportunities for high quality full-day Pre-K
- Apply for one-year exemption from the state with intention of implementing full-day Pre-K districtwide 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, Pre-K, ESL, Bilingual and Special Education
- Review ARD's for special education Pre-K staffing
- Planning for Pre-K implementation for specials rotations – PE, art, music, library
- Develop community outreach plan to inform families about Pre-K programming and recruit eligible students

Resource Persons: Dr. Terri Mossige, Chief Academic Officer  
Tiffany Mathis, Executive Director of Special Education  
Katie Marchena, Executive Director of Teaching and Learning  
Gloria Stewart, Director of Accelerated Language Programs  
Diane Parks, Assistant Superintendent of Elementary Education

## **INFORMATION ITEM: SCHOOL BOARD RECOGNITION MONTH**

January 2020 is School Board Recognition Month—a great time to focus on the crucial role an elected board of trustees plays in our communities and schools. School Board members are the largest group of publicly-elected officials in Texas.

This year's School Board Recognition Month theme is "Launching the Next Generation," highlighting the important role our Board plays in shaping the lives of our children and communities.

School Board members exemplify local citizen control and decision-making in education. They volunteer hundreds of hours and an immeasurable amount of energy to assure our schools are providing the best education possible for the children of our community.

Here are some reasons we are taking this opportunity to show them our appreciation during School Board Recognition Month in January:

- School Board members are citizens whose decisions affect our children—what they learn, who will teach them and what kinds of facilities house their classrooms. These are men and women elected to establish the policies that provide the framework for our public schools. They represent us and take this responsibility seriously by attending lengthy—sometimes challenging—meetings, conferences and institutes. They also broaden their knowledge about education during numerous conversations about the schools and in sessions before the Texas Legislature.
- Our School Board is one of more than 1,000 such boards across the state. These boards enable us to have local control of public schools, meaning that decisions are made by local, elected representatives who understand the community's unique problems, values, culture and circumstances.
- Too often we neglect to recognize the dedication and hard work of these men and women who represent us. The staff and students of our school district are asking all local citizens to take a moment to tell a School Board member "thanks for caring about our children's education." So, many thanks to the dedicated men and women who make it possible for local citizens to have a say about education in our communities. We salute the public servants of Lamar CISD whose dedication and civic responsibility make local control of public schools in our community possible. We applaud them for their vision and voice to help shape a better tomorrow.

Resource Persons: Dr. Thomas Randle, Superintendent  
Mike Rockwood, Chief of Staff  
Lindsey Sanders, Director of Community Relations

# Resolution

**WHEREAS**, the mission of public schools is to meet the diverse educational needs of all children and to empower them to become competent, productive contributors to a democratic society and an ever-changing world; and

**WHEREAS**, local school board members are committed to children and believe that all children can be successful learners and that the best education is tailored to the individual needs of the child; and

**WHEREAS**, local school board members work closely with parents, educational professionals and other community members to create the educational vision we want for our students; and

**WHEREAS**, local school board members are responsible for ensuring the structure that provides a solid foundation for our school system; and

**WHEREAS**, local school board members are strong advocates for public education and are responsible for communicating the needs of the school district to the public and the public's expectations to the district;

**THEREFORE**, I do hereby declare my appreciation to the members of the Lamar Consolidated Independent School District Board of Trustees and proclaim the month of January 2020 as **SCHOOL BOARD RECOGNITION MONTH** in Lamar CISD. I urge all citizens to join in recognizing the dedication and hard work of local school board members and in working with them to mold an education system that meets the needs of both today's and tomorrow's children.

Signed this 19<sup>th</sup> day of December 2019.



*Thomas Randle*

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Thomas Randle, Ed.D.  
Superintendent of Schools

**INFORMATION ITEM: BOARD POLICIES - FIRST READING**

The following local policies are attached for review:

- Localized Policy Manual Update 114

Local policies are customized to provide a procedure or guidelines to enforce the legal policies and district guidelines.

Resource Person: Dr. Thomas Randle, Superintendent



# Explanatory Notes

## TASB Localized Policy Manual Update 114

### Lamar CISD

#### ATTN(NOTE)

#### GENERAL INFORMATION ABOUT THIS UPDATE

##### Please note:

Changes at Update 114 are based almost exclusively on legislation from the 86th Regular Legislative Session.

Unless otherwise noted, references to legislative bills throughout these explanatory notes refer to Senate Bills (SB) or House Bills (HB) from the 86th Regular Legislative Session. All referenced bills have already gone into effect unless otherwise noted.

For more information about the bills mentioned below and other changes from the 86th Legislative Session, download the free *2019 Legislative Summary for TASB Members* PDF at <https://store.tasb.org/legislative-summary-for-tasb-members-pdf/>.

An overview video of the local policy changes is available under Policy Manual Update Resources in the myTASB Policy Service Resource Library at <https://www.tasb.org/services/policy-service/mytasb/policy-manual-update-resources.aspx>. **(LEGAL) policies provide the legal framework for key areas of district operations; they are not adopted by the board.**

#### AF(LEGAL)

#### INNOVATION DISTRICTS

Revisions from HB 3 explain that the commissioner may revoke district of innovation status for the district's failure to comply with TEA's employment registry or criminal history background requirements.

#### AG(LEGAL)

#### HOME-RULE DISTRICTS

Minor revisions to the list of Education Code requirements that apply to home-rule districts are from HB 3. The bill also provides that it is a material violation of a home-rule district's charter if the district fails to comply with TEA's employment registry or criminal history background requirements.

#### AIB(LEGAL)

#### ACCOUNTABILITY: PERFORMANCE REPORTING

HB 3 requires the annual performance report to include progress on early childhood literacy and mathematics proficiency plans and college, career, and military readiness plans.

Provisions on the high school allotment performance review have been repealed.

#### AIC(LEGAL)

#### ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

The commissioner may authorize a district to enter into a memorandum of understanding with an institution of higher education to improve district performance (HB 4170).

Campus interventions and sanctions were affected by:

- HB 4170, which revised the duties of the campus intervention team; and
- HB 4205, which revised provisions on repurposing of a campus and clarified that commissioner decisions on campus turnaround are final and not subject to appeal.

Monitoring reviews and random on-site investigations may be conducted to ensure qualification of funding in accordance with HB 3.

SB 11 permits the commissioner to appoint a conservator for the district if TEA receives notice from the Texas School Safety Center of a district's failure to submit a multihazard emergency operations plan.

# Explanatory Notes

## TASB Localized Policy Manual Update 114

### Lamar CISD

#### **B(LEGAL) LOCAL GOVERNANCE**

The B Section table of contents has been revised to delete BDAF, the content of which has been moved to CCG.

#### **BAA(LEGAL) BOARD LEGAL STATUS: POWERS AND DUTIES**

New board duties include adoption of a cybersecurity policy (SB 820); development of early childhood literacy and mathematics proficiency plans (HB 3); development of college, career, and military readiness plans (HB 3); and completion of an efficiency audit before holding an election seeking voter approval to adopt a maintenance and operations tax rate. Adjustments to the board's discretionary powers and duties include reference to the use of the board evaluation tool developed by the commissioner and deletion of a provision that is not located in Chapter 11 of the Education Code.

#### **BBA(LEGAL) BOARD MEMBERS: ELIGIBILITY/QUALIFICATIONS**

SB 2283 clarifies that a person convicted of a felony is ineligible to serve on a school board.

HB 831 clarifies the factors for a court to consider when determining whether a candidate has satisfied continuous residency requirements after a temporary absence.

#### **BBBA(LEGAL) ELECTIONS: CONDUCTING ELECTIONS**

Legislation affected several provisions on conducting elections:

- HB 1241 requires additional detail in notices of polling place locations;
- HB 933 clarifies posting obligations and notice to the county clerk and voter registrar;
- HB 1067 provides guidance on ballot adjustments in the event of a candidate's death;
- HB 1888 repeals the exception to the use of county election precincts in May elections if certain circumstances are met;
- HBs 1048 and 1888 affect early voting, including designation of early voting polling places in November elections and the use of temporary branch polling places; and
- HB 1850 addresses posting of information from branch daily registers and early voting rosters.

#### **BBBB(LEGAL) ELECTIONS: POST-ELECTION PROCEDURES**

The order of candidate names on the ballot of a runoff election or election to resolve a tie is specified by HB 88.

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

HB 403 requires trustees to complete, every two years, one hour of training on identifying and reporting potential victims of sexual abuse, human trafficking, and other maltreatment of children.

#### **BBFA(LEGAL) ETHICS: CONFLICT OF INTEREST DISCLOSURES**

This policy has been updated to better reflect statute.

#### **BBI(LEGAL) BOARD MEMBERS: TECHNOLOGY RESOURCES AND ELECTRONIC COMMUNICATIONS**

SB 944 requires a current or former trustee who maintains public information on a privately owned device to forward or transfer the information to the district or preserve the public information in its original form in a backup or archive and on the device for the relevant retention period.

# Explanatory Notes

## TASB Localized Policy Manual Update 114

### Lamar CISD

#### **BDAE(LEGAL)                      OFFICERS AND OFFICIALS: DUTIES AND REQUIREMENTS OF DEPOSITORY**

Depository contracts and bonds no longer have to be filed with TEA per SB 1376.

#### **BDAF(LEGAL)                      OFFICERS AND OFFICIALS: SELECTION AND DUTIES OF CHIEF TAX OFFICIALS**

Provisions on tax officials as revised by SB 2, effective January 1, 2020, have been moved to CCG. BDAF is no longer an active code.

#### **BE(LEGAL)                      BOARD MEETINGS**

SB 494 reduces the posting requirement for emergency meetings from two hours to one hour, with conforming changes for notice to the media, and provides examples of what constitutes an emergency or urgent public necessity required for an emergency meeting.

SB 1640 adds provisions on prohibited series of communications among trustees to address what are commonly called "walking quorums." The bill also revises the definition of "deliberation."

#### **BE(LOCAL)                      BOARD MEETINGS**

A recommended revision at Notice to Members reduces the notice to the board to one hour before an emergency meeting to align with the changes from SB 494 (see above).

The *Legal Issues in Update 114* memo describes common legal concerns and best practices specific to [this policy topic](#).

#### **BED(LEGAL)                      BOARD MEETINGS: PUBLIC PARTICIPATION**

HB 2840 significantly revises public comment requirements at board meetings:

- Public comment on agenda items is required at all meetings, including special meetings and workshops;
- A board must allow each individual who wishes to address the board on an agenda item to do so before or during the board's consideration of the item;
- A board may adopt reasonable rules, including rules that limit the total time an individual is allowed to speak, with additional time for certain types of translation services; and
- A board may not prohibit public criticism of the board, including criticism of any act, omission, policy, procedure, program, or service.

#### **BED(LOCAL)                      BOARD MEETINGS: PUBLIC PARTICIPATION**

Revisions to this local policy are to incorporate the new requirements for public comment from HB 2840 (see above). The policy distinguishes between public comment at regular and special meetings to permit public comment at regular meetings on both agenda and nonagenda items to be consistent with the district's current practice, but limits comments at special meetings to agenda items only. The policy provides that public comment will occur at the beginning of the meeting. The provisions on procedures and meeting management are intended to provide the board's presiding officer flexibility in implementing the new requirements and include:

- A requirement for individuals to sign up for public comment before the meeting begins and to indicate which agenda item they wish to address, if any;
- Retention of the district's current time limit for an individual to speak at a meeting;

# Explanatory Notes

## TASB Localized Policy Manual Update 114

### Lamar CISD

- Deletion of the provision requiring delegations of more than five persons to appoint one spokesperson; and
- Broad authority for the presiding officer to make adjustments to the board's public comment procedures, such as adjusting when public comment will occur (it must occur before or during the relevant agenda item), reordering or continuing agenda items to a later meeting, deferring public comment on nonagenda items, expanding opportunities for public comment, or establishing an overall time limit and shortening the time allotted to each speaker to no less than one minute.

Please contact the district's policy consultant if the board wishes to:

- Limit public comment to agenda items only at all meetings;
- Revise the time individuals are permitted to speak at each meeting; or
- Make other adjustments to this policy.

For further guidance on HB 2840, please see TASB Legal Services' *House Bill 2840–Public Comment and Testimony at Board Meetings*, available on TASB School Law eSource at <https://www.tasb.org/services/legal-services/tasb-school-law-esource/governance/documents/hb2840-public-comment-and-testimony-at-board-meetings.pdf>, and see the *TASB Regulations Resource Manual* for sample board procedures and an audience participation signup sheet.

The *Legal Issues in Update 114* memo describes common legal concerns and best practices specific to [this policy topic](#).

### **BJCB(LEGAL)**

### **SUPERINTENDENT: PROFESSIONAL DEVELOPMENT**

Superintendents must receive at least two and a half hours of continuing education every five years on identifying and reporting potential victims of sexual abuse, human trafficking, and other maltreatment of children (HB 403).

### **BJCD(LEGAL)**

### **SUPERINTENDENT: EVALUATION**

Details on the disclosure requirements for evaluations, as revised by SB 1230, have been moved to GBA. Other changes are to better match statutory wording.

### **BQ(LEGAL)**

### **PLANNING AND DECISION-MAKING PROCESS**

The required content of the district improvement plan has been amended by several bills:

- SB 11 requires inclusion of the district's trauma-informed care policy.
- SB 1707 requires inclusion of the law enforcement duties of various types of security personnel.
- HB 111 requires inclusion of the district's policy on sexual abuse, sex trafficking, and other maltreatment of children. (Sex trafficking was added to this existing requirement.)

### **BR(LEGAL)**

### **REPORTS**

This legally referenced policy on reports is being deleted, as the content is already included in other relevant policy codes.

### **C(LEGAL)**

### **BUSINESS AND SUPPORT SERVICES**

The C Section table of contents has been revised to separate the legal content on security personnel into four codes:

- CKE includes general provisions applicable to the various types of district security personnel.



# Explanatory Notes

## TASB Localized Policy Manual Update 114

### **Lamar CISD**

- CKEA includes provisions on commissioned peace officers.
- CKEB includes provisions on school marshals.
- CKEC includes provisions on school resource officers.

Local policies on these topics will remain at CKE with appropriate cross-references to relevant legal provisions.

The CQ series has been revised to add:

- CQB on cybersecurity; and
- CQC on equipment.

### **CBA(LLEGAL) STATE AND FEDERAL REVENUE SOURCES: STATE**

As a result of HB 3, this policy has been updated with a high-level overview of state funding, including the requirement to submit certain information through PEIMS for funding determinations.

HB 3 moves foundation school program funding provisions from Education Code Chapter 42 to Chapter 48.

### **CCA(LLEGAL) LOCAL REVENUE SOURCES: BOND ISSUES**

Several bills affect this legally referenced policy on bonds.

- SB 11 permits debt issuance for purchasing and retrofitting buses and school vehicles for safety and security purposes.
- HB 440 addresses limitations on bond issuance and provides guidance on use of unspent bond proceeds.
- HB 477 adjusts the information required to be included in bond election orders.
- HBs 3 and 477 and SB 30 address language for bond propositions and ballot contents.
- HB 477 requires a district to prepare voter information about proposed bond issuance.

### **CCG(LLEGAL) LOCAL REVENUE SOURCES: AD VALOREM TAXES**

The revisions to this legally referenced policy on ad valorem taxes are based on HB 3 and SB 2, which significantly revise the ad valorem taxation process for school districts.

TEA has published videos explaining the HB 3 tax rate changes and other financial provisions, available at [https://tea.texas.gov/About\\_TEA/Government\\_Relations\\_and\\_Legal/Government\\_Relations/House\\_Bill\\_3](https://tea.texas.gov/About_TEA/Government_Relations_and_Legal/Government_Relations/House_Bill_3).

Information from the Texas comptroller on changes from SB 2, effective January 1, 2020, is available at <https://comptroller.texas.gov/taxes/property-tax/legal-resource.php>. Provisions on tax officials as revised by SB 2 have been moved to this code from BDAF.

### **CCGA(LLEGAL) AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS**

Provisions on ad valorem exemptions and payments are revised as follows:

- HB 1313 extends under certain conditions the residence homestead exemption to the surviving spouse of an individual who was disabled;
- SB 2, effective January 1, 2020, addresses exemptions for historical structures or archeological sites; and

# Explanatory Notes

## TASB Localized Policy Manual Update 114

### Lamar CISD

- Additional detail has been added on split payments, which permit a taxpayer to pay taxes (without discount) in two installments.

**Please confirm that the district's CCGA(LOCAL) accurately reflects whether the district permits split payments.**

### CCH(LEGAL)

#### LOCAL REVENUE SOURCES: APPRAISAL DISTRICT

SB 2, effective January 1, 2020, revises appraisal district procedures. The bill:

- Adds a prohibition on employing an individual who is an officer or employee of a taxing unit that participates in the appraisal district; and
- Adjusts eligibility to serve on an appraisal district board for prior property appraisers or owner representatives.

### CDA(LEGAL)

#### OTHER REVENUES: INVESTMENTS

HB 293 creates an exception to the ongoing investment training requirements for school district financial officers in limited circumstances.

HB 2706 modifies investment provisions on bond proceeds, fully collateralized repurchase agreements, and commercial paper. The bill modifies the requirements for a public funds investment pool that uses amortized cost.

### CDA(LOCAL)

#### OTHER REVENUES: INVESTMENTS

There are several recommended revisions to this local policy on investments.

HB 2706 allows investment of bond proceeds or pledged revenue only to the extent permitted by the Public Funds Investment Act and in accordance with relevant statutory provisions and the district's local investment policy. Based on these new provisions, the policy revisions authorize investment of bond proceeds and pledged revenue to the extent allowed by law but clarify that bond proceeds may not be invested in no-load mutual funds.

Governmental Accounting Standards Board (GASB) Statement No. 84 revised terminology from "agency" funds to "custodial" funds to avoid confusion, prompting a conforming change to this policy. TEA's To The Administrator Addressed Letter, GASB Statement No. 84, Fiduciary Activities, issued on May 23, 2019, provides additional information about GASB 84 and is available at [https://tea.texas.gov/About\\_TEA/News\\_and\\_Multimedia/Correspondence/TAA\\_Letters/GASB\\_Statement\\_No\\_84,\\_Fiduciary\\_Activities/](https://tea.texas.gov/About_TEA/News_and_Multimedia/Correspondence/TAA_Letters/GASB_Statement_No_84,_Fiduciary_Activities/).

The *Legal Issues in Update 114* memo describes common legal concerns and best practices specific to [this policy topic](#).

### CE(LEGAL)

#### ANNUAL OPERATING BUDGET

HB 1495 requires budget itemization regarding expenditures for directly or indirectly influencing or attempting to influence the outcome of legislation or administrative action.

SB 2, effective January 1, 2020, requires a district to post various tax rate and budget information on the district's website in a format prescribed by the comptroller.

### CFC(LEGAL)

#### ACCOUNTING: AUDITS

A district must post on its website certain information, including the district's most recent financial audit, as required by SB 2, effective January 1, 2020.

# Explanatory Notes

## TASB Localized Policy Manual Update 114

### Lamar CISD

#### **CFEA(LLEGAL) PAYROLL PROCEDURES: SALARY DEDUCTIONS AND REDUCTIONS**

The definition of "eligible qualified investment product" is revised by HB 2820. The change permits 403(b) products to be offered by a company that is eligible to offer the product under law. TRS no longer has oversight.

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

The prohibition on contracting with a company that boycotts Israel is revised by HB 793, which clarifies that the prohibition does not apply to a sole proprietorship and revises the contracts subject to the prohibition.

Certain district contracts must include provisions requiring the contracting entity to preserve contracting information and provide that information on request of the district. These provisions are from SB 943.

HB 1495 and SB 65 revise the requirements regarding contracts subject to the disclosure of interested parties to include contracts for services that require a person to register as a lobbyist.

Interior design services must be procured under the Professional Services Procurement Act per HB 2868.

HB 2826 adds provisions on contingent fee contracts for legal services.

Districts with fewer than 10,000 students are exempted by SB 1376 from Texas Commission on Environmental Quality provisions requiring a purchasing preference for recycled products.

Other new provisions on contracts address entertainment event contracts (HB 81) and taxpayer resource transactions (SB 22).

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

To address the need for the district to have purchasing procedures on a variety of state and federal laws as recommended by TEA, new policy text requires the superintendent to develop appropriate procedures.

Please note that BJA(LOCAL) permits the superintendent to delegate responsibilities to other employees as permitted by law; therefore, references to the superintendent's designee have been removed throughout.

The *Legal Issues in Update 114* memo describes common legal concerns and best practices specific to [this policy topic](#).

**Please note:** We have retained the district's locally developed text that does not specify the parameters of the superintendent's purchasing authority.

#### **CK(LLEGAL) SAFETY PROGRAM/RISK MANAGEMENT**

Revisions from SB 11 include:

- Adjustments to the responsibilities, membership, and meeting requirements for the school safety and security committee; and
- Additional provisions on the safety and security audit, including consequences for failing to meet the reporting requirements.

#### **CKC(LLEGAL) SAFETY PROGRAM/RISK MANAGEMENT: EMERGENCY PLANS**

Several revisions are based on SB 11, which:

- Adds required notice to parents of bomb or terroristic threats at any district facility where students are present;

# Explanatory Notes

## TASB Localized Policy Manual Update 114

### Lamar CISD

- Adds to the content of emergency operations plans (EOP); and
- Addresses a district's failure to submit its EOP for review by the Texas School Safety Center (TxSSC) or to correct plan deficiencies identified by the TxSSC.

HB 2195 requires EOPs to include provisions on responding to active shooter emergencies.

### CKC(LLOCAL) SAFETY PROGRAM/RISK MANAGEMENT: EMERGENCY PLANS

Recommended revisions are to comply with new requirements for the district's emergency operations plan (EOP) to include "policies" on responding to an active shooter (HB 2195) and access to campus buildings and materials necessary for a substitute teacher to carry out his or her duties during an emergency or emergency drill (SB 11). The policy text affirms that the district's procedures on these topics will be included in the EOP.

The *Legal Issues in Update 114* memo describes common legal concerns and best practices specific to [this policy topic](#).

### CKD(LLEGAL) SAFETY PROGRAM/RISK MANAGEMENT: EMERGENCY MEDICAL EQUIPMENT AND PROCEDURES

Districts must develop a traumatic injury response protocol no later than January 1, 2020, in accordance with HB 496. The protocol must provide bleeding control stations, require training for security personnel and all other district personnel who may be reasonably expected to use a bleeding control station, and offer similar training to students enrolled at the campus in grade 7 or higher.

Sample administrative procedures on this issue are included in the *TASB Regulations Resource Manual*.

### CKE(LLEGAL) SAFETY PROGRAM/RISK MANAGEMENT: SECURITY PERSONNEL

As mentioned above, CKE includes general provisions applicable to the various types of district security personnel. Legislative revisions include:

- Clarification that the board determines the law enforcement duties of security personnel, which must be included in the listed district publications and documents and cannot include routine student discipline, school administrative tasks, or contact with students unrelated to the law enforcement duties (SB 1707); and
- Clarification of training requirements (HB 2195 and SB 11).

### CKE(LLOCAL) SAFETY PROGRAM/RISK MANAGEMENT: SECURITY PERSONNEL

Recommended revisions are to address SB 1707, which requires the board to determine the duties of school resource officers (SRO) and include those duties in the district improvement plan, the student code of conduct, any memorandum of understanding, and other relevant publications. SB 1707 also prohibits an SRO from being assigned routine student discipline or school administrative tasks.

The new policy language indicates that the SRO's duties as described in the agreement between the district and the relevant law enforcement agency will be included in the district improvement plan and student code of conduct and affirms that an SRO will not be assigned routine classroom discipline or administrative tasks.

The *Legal Issues in Update 114* memo describes common legal concerns and best practices specific to [this policy topic](#).

**Please note:** If, based on a district of innovation plan, your district is exempt from the statutory requirement to have a district improvement plan, the district should include the law enforcement duties of security personnel in an equivalent district-level planning document.



# Explanatory Notes

## TASB Localized Policy Manual Update 114

### Lamar CISD

#### **CKEA(LEGAL) SECURITY PERSONNEL: COMMISSIONED PEACE OFFICERS**

Legal provisions specifically addressing commissioned peace officers have been moved from CKE to this new code. Legislative changes include the optional provision for a law enforcement agency to have an unassigned epinephrine auto-injector program (SB 1827). Other changes are to include the relevant statutory cite in place of the list of duties for peace officers and to revise wording to better reflect statute.

#### **CKEB(LEGAL) SECURITY PERSONNEL: SCHOOL MARSHALS**

Legal provisions specifically addressing school marshals have been moved from CKE to this new code and revised to reflect HB 1387, including:

- Clarification of the board's authority to appoint one or more school marshals for each campus; and
- Deletion of the previous cap on the number of school marshals a board may appoint.

Other changes are to better reflect statute.

#### **CKEC(LEGAL) SECURITY PERSONNEL: SCHOOL RESOURCE OFFICERS**

Legal provisions specifically addressing school resource officers have been moved from CKE to this new code.

#### **CL(LEGAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT**

SB 668 excludes school districts from provisions that require energy usage reports and repeals the requirement that districts purchase certain energy efficient light bulbs.

Districts with fewer than 10,000 students are exempted by SB 1376 from recycling programs required by the Texas Commission on Environmental Quality (TCEQ). In addition, the TCEQ may exempt a district for which compliance would constitute a hardship.

#### **CMD(LEGAL) EQUIPMENT AND SUPPLIES MANAGEMENT: INSTRUCTIONAL MATERIALS CARE AND ACCOUNTING**

Legislative changes on instructional materials include:

- Revised references to "instructional materials and technology" throughout (HB 4170);
- Clarification of permitted expenditures using the instructional materials allotment (HB 396); and
- Removal of the annual June 1 deadline for a district to make an online requisition for instructional materials (SB 668).

#### **CNA(LEGAL) TRANSPORTATION MANAGEMENT: STUDENT TRANSPORTATION**

HB 3 affected several student transportation provisions, including:

- Modifying the transportation allotment to be based on a rate per mile per regular eligible student and revising the definition of "regular eligible student" to include a student who is homeless;
- Revising provisions on the cost of transporting CTE students from a campus to the work-based learning site; and
- Providing reimbursement on a per-mile basis for transporting a dual credit student to specific locations for a course not available at the student's campus.

#### **CNC(LEGAL) TRANSPORTATION MANAGEMENT: TRANSPORTATION SAFETY**

HB 771 clarifies the use of wireless communication devices on buses.

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#### CPC(LEGAL)

#### OFFICE MANAGEMENT: RECORDS MANAGEMENT

Revisions to records management provisions are from HB 1962 and include:

- Clarification of the duties of the district and the records management officer;
- Deletion of TSLAC's obligations to approve, disapprove, accept, or reject various district filings; and
- Revision of the standards for destruction of records.

#### CQ(LEGAL)

#### TECHNOLOGY RESOURCES

Technology provisions have been split into discrete codes:

- CQ continues to address general technology issues;
- CQA continues to address websites;
- CQB is a new code addressing cybersecurity and federal provisions on access to electronic communications; and
- CQC is a new code addressing equipment.

#### CQ(LOCAL)

#### TECHNOLOGY RESOURCES

Provisions on security breaches have been moved to CQB(LOCAL), where the corresponding legal authority is now coded.

Please note that because BJA(LOCAL) permits the superintendent to delegate responsibilities to other employees, we have removed language referring to the superintendent's designee throughout.

The *Legal Issues in Update 114* memo describes common legal concerns and best practices specific to [this policy topic](#).

#### CQA(LEGAL)

#### TECHNOLOGY RESOURCES: DISTRICT, CAMPUS, AND CLASSROOM WEBSITES

HB 305 requires most districts to post online the district's contact information; trustee information; election date, location, and filing information; and meeting notices and minutes.

HB 963 requires online posting of the name, email address, and beginning and end dates of terms of office for each trustee.

Other new online posting requirements are for:

- Certain early voting (HB 1850) and bond election items (HBs 440 and 477);
- Efficiency audits before an election to approve a tax rate (HB 3);
- Tax rate and budget information (SB 2, effective January 1, 2020);
- Early childhood literacy and mathematics plans, including progress on goals (HB 3);
- Progress on goals set for college, career, and military readiness plans (HB 3);
- A summary of and access to the state *Guidelines for the Care of Students with Food Allergies At-Risk for Anaphylaxis* (SB 869);
- Contact information for campus behavior coordinators (SB 1306); and
- Certain information pertaining to public information requests (SB 944).

Districts no longer need to post reports on energy usage per SB 668.

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#### **CQB(LEGAL) TECHNOLOGY RESOURCES: CYBERSECURITY**

SB 820 includes new requirements on cybersecurity. A district must have a cybersecurity policy and the superintendent must designate a cybersecurity coordinator who will report breaches of system security involving student information to TEA and parents.

HB 3834 requires cybersecurity training for district employees who have access to a district computer system or database and for all board members.

Security breach notifications were affected by HB 4390, which changes the timelines for disclosures to individuals and the attorney general.

Federal provisions on access to electronic communications were moved to this code from CQ.

#### **CQB(LOCAL) TECHNOLOGY RESOURCES: CYBERSECURITY**

This new policy is recommended to address SB 820, which requires a cybersecurity policy, and HB 3834, which requires cybersecurity training of employees and board members, as described above. The policy includes the following elements:

- An affirmative statement that the district will develop a cybersecurity plan;
- A requirement for the superintendent to designate a cybersecurity coordinator to serve as the liaison between the district and TEA and report any breaches to TEA as required by law; and
- Provisions on required employee and board member cybersecurity training and reporting.

Security breach provisions have been moved from CQ(LOCAL) and revised to address reporting requirements to TEA in accordance with SB 820.

Sample administrative procedures on cybersecurity are included in the *TASB Regulations Resource Manual*.

#### **CQC(LEGAL) TECHNOLOGY RESOURCES: EQUIPMENT**

Provisions on technology equipment have been moved to this new code from CQ(LEGAL), and existing provisions on the Technology Lending Program Grant have been added.

#### **CRG(LEGAL) INSURANCE AND ANNUITIES MANAGEMENT: DEFERRED COMPENSATION AND ANNUITIES**

The definition of "eligible qualified investment product" is revised by HB 2820. The change permits 403(b) products to be offered by a company that is eligible to offer the product under law. TRS no longer has oversight.

#### **CV(LEGAL) FACILITIES CONSTRUCTION**

HB 985 prohibits a school district from considering whether a bidder on a public work contract has an agreement with a collective bargaining organization relating to the project.

New provisions have been added regarding use of proceeds from construction defect litigation (HB 1734) and construction liability claims (HB 1999).

Provisions on contract requirements that are included in CH have been deleted and replaced with a cross-reference to that code.

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#### **D(LLEGAL) PERSONNEL**

The D Section table of contents has been revised to add DHC, addressing reports to TEA of misconduct by noncertified employees.

#### **DAA(LLEGAL) EMPLOYMENT OBJECTIVES: EQUAL EMPLOYMENT OPPORTUNITY**

SB 37 prohibits a district that issues a license from taking disciplinary action against a person who has defaulted on a student loan.

Additional detail has been added regarding the existing state law prohibition on age discrimination.

#### **DBAA(LLEGAL) EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: CRIMINAL HISTORY AND CREDIT REPORTS**

HB 3 amended several provisions on criminal history. The bill:

- Clarifies that districts of innovation (DOI) are subject to Education Code provisions relating to criminal history records and may have their DOI status terminated for failing to provide requested information to TEA.
- Expands the criminal history for which a district must refuse to hire an applicant to include deferred adjudication community supervision for an offense requiring registration as a sex offender or conviction of a Title 5 felony if the victim was a minor.

#### **DC(LLEGAL) EMPLOYMENT PRACTICES**

Several bills affect this legally referenced policy on employment practices:

- HB 3 requires a district to refuse to hire a person listed on TEA's registry of persons who are not eligible to be employed in public schools and those under investigation.
- SB 2073 allows a district anticipating fewer than 180 days of instruction to reduce proportionally the minimum days of service for an educator to below 187 days. A reduction in days of service does not reduce salary.
- SB 1230 adds obtaining employment at a private school to the prohibition on assisting a person in obtaining employment if the person previously engaged in misconduct with a minor.

TEA has published a video explaining the HB 3 do-not-hire registry, available at [https://tea.texas.gov/About\\_TEA/Government\\_Relations\\_and\\_Legal/Government\\_Relations/House\\_Bill\\_3](https://tea.texas.gov/About_TEA/Government_Relations_and_Legal/Government_Relations/House_Bill_3).

#### **DEA(LLEGAL) COMPENSATION AND BENEFITS: COMPENSATION PLAN**

A new provision has been added from HB 3 triggering compensation increases when the basic allotment increases from the prior year.

#### **DEAA(LLEGAL) COMPENSATION PLAN: INCENTIVES AND STIPENDS**

HB 3 adds a local optional teacher designation system under which the district may receive an allotment for teachers designated as master, exemplary, or recognized. Master teacher grant programs have been deleted in accordance with SB 1376.

New requirements for optional mentor teacher programs are from HB 3.

**Please note:** Districts that choose to provide incentives to teachers who complete autism training must adopt a policy in accordance with HB 3. Contact the district's policy consultant for appropriate language if your district decides to pursue this option.



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#### **DEB(LEGAL) COMPENSATION AND BENEFITS: FRINGE BENEFITS**

HB 872 revises the information a district must provide to the Employees Retirement System when a peace officer is killed in the line of duty.

Note that SB 2, effective January 1, 2020, prohibits the board from decreasing the total compensation of a first responder, including a peace officer, employed by the district in the fiscal year beginning in 2020. This provision is not reflected in policy due to its temporary effect.

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

Some provisions on jury duty have been moved to DG(LEGAL).

#### **DF(LEGAL) TERMINATION OF EMPLOYMENT**

HB 3 expands the criminal history for which a district must discharge an employee to include deferred adjudication community supervision for an offense requiring registration as a sex offender or conviction of a Title 5 felony if the victim was a minor.

HB 3 requires a district to discharge a person listed on TEA's registry of persons who are not eligible to be employed in public schools and those under investigation.

#### **DFFA(LOCAL) REDUCTION IN FORCE: FINANCIAL EXIGENCY**

The recommended revision to this local policy on financial exigency was prompted by HB 3. The bill moved provisions from Education Code Chapter 42 to Chapter 48 and affected existing text on furloughs, which has been deleted, as the cross-reference provides sufficient guidance to the relevant legal authority.

Please note that because BJA(LOCAL) permits the superintendent to delegate responsibilities to other employees, we have removed language referring to the superintendent's designee throughout.

#### **DG(LEGAL) EMPLOYEE RIGHTS AND PRIVILEGES**

Several bills affect this legally referenced policy on employee rights and privileges:

- HB 621 amends the prohibition on employer retaliation against a professional for a good faith report of child abuse or neglect to include defined adverse employment actions.
- HB 4310 prohibits a district from penalizing a teacher who does not follow the scope and sequence for a required curriculum subject if the teacher determines that students need more or less time to demonstrate proficiency in the TEKS.
- SB 370 and HB 504 prohibit certain negative actions against an employee who serves as a juror or grand juror.

#### **DH(LEGAL) EMPLOYEE STANDARDS OF CONDUCT**

In accordance with SB 944, a current or former district employee who maintains public information on a privately owned device must forward or transfer the information to the district or preserve the public information in its original form in a backup or archive and on the device for the relevant retention period.

HB 1143 prohibits a district from regulating the manner in which a handgun, firearm, or ammunition is stored in a locked vehicle in a school parking area, provided the item is not in plain view.

#### **DH(LOCAL) EMPLOYEE STANDARDS OF CONDUCT**

Because HB 1143 prohibits a district from regulating the manner in which a handgun, firearm, or ammunition is stored in a locked vehicle in a school parking area, provided the item is not in plain view, language

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requiring firearms to be unloaded has been deleted. No other revisions have been made to this local policy.

The *Legal Issues in Update 114* memo describes common legal concerns and best practices specific to [this policy topic](#).

**Please note:** We have retained the district's locally developed text relating to an employee's consumption of an alcoholic beverage at a school-related event that is held off district property.

### DHB(LLEGAL)                      EMPLOYEE STANDARDS OF CONDUCT: REPORTS TO STATE BOARD FOR EDUCATOR CERTIFICATION

HB 3 clarifies that reports to SBEC of educator misconduct may be filed through the new SBEC internet portal.

SB 1476 creates an exception to a superintendent's obligation to report educator misconduct to SBEC if, before the educator's termination or resignation, the superintendent completes an investigation and determines the educator did not engage in the alleged misconduct specified in law.

### DHC(LLEGAL)                      EMPLOYEE STANDARDS OF CONDUCT: REPORTS TO TEXAS EDUCATION AGENCY

As reflected in this new policy, HB 3 establishes a procedure for reporting noncertified employee misconduct to TEA that mirrors required reporting of certified employee misconduct to SBEC.

### DMA(LLEGAL)                      PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT

New staff development is required in the areas of:

- Prevention techniques for and recognition of sex trafficking of children (HB 111);
- Implementation of trauma-informed care (SB 11);
- Test administration procedures (Administrative Code rules, effective April 23, 2019);
- Cybersecurity (HB 3834);
- Early literacy through attending teacher literacy academies (HB 3);
- Concussion training for school nurses on the concussion oversight team (HB 961); and
- Seizure recognition and related first aid for school nurses and certain other district employees (HB 684).

SB 1376 makes the UIL responsible for conducting extracurricular activity safety training.

### DNA(LLEGAL)                      PERFORMANCE APPRAISAL: EVALUATION OF TEACHERS

Several bills affect this legally referenced policy on teacher evaluation:

- HB 3 clarifies that an appraisal must be done at least once *for* each school year rather than *during* each school year.
- SB 1451 provides that a district may not assign a teacher a deficiency solely on the basis of disciplinary referrals done for discretionary removal from the classroom.
- Details on the disclosure requirements for evaluations as revised by SB 1230 have been moved to GBA.

Other changes are to better match statute.

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#### **DNB(LLEGAL) PERFORMANCE APPRAISAL: EVALUATION OF CAMPUS ADMINISTRATORS**

Details on the disclosure requirements for evaluations as revised by SB 1230 have been moved to GBA. Other changes are to better match statute.

#### **DP(LLEGAL) PERSONNEL POSITIONS**

A principal is required by HB 3 to notify the superintendent within seven business days after the date of a noncertified employee's termination or resignation following allegations of certain conduct.

#### **EA(LLEGAL) INSTRUCTIONAL GOALS AND OBJECTIVES**

Board-adopted early childhood literacy and mathematics proficiency plans and college, career, and military readiness plans are required by HB 3.

#### **EB(LLEGAL) SCHOOL YEAR**

If a district requires each educator to attend an approved school safety training course, SB 11 requires the commissioner to provide for a waiver, allowing for fewer required minutes of instruction.

#### **EC(LLEGAL) SCHOOL DAY**

A funding provision for prekindergarten grant programs repealed by HB 3 has been deleted.

#### **EEB(LLEGAL) INSTRUCTIONAL ARRANGEMENTS: CLASS SIZE**

Based on HB 3, references to the High-Quality Prekindergarten Grant Program have been removed, as it is no longer a grant program.

#### **EEM(LLEGAL) INSTRUCTIONAL ARRANGEMENTS: JUVENILE RESIDENTIAL FACILITIES**

Funding provisions for students the district serves in a juvenile residential facility have been revised by HB 3.

#### **EF(LLEGAL) INSTRUCTIONAL RESOURCES**

A district must provide printed versions of relevant electronic instructional materials for a student who does not have reliable access to technology at home (HB 391). The district is not required to purchase print editions of these materials for this purpose.

#### **EHAA(LLEGAL) BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ALL LEVELS)**

Several bills affect this legally referenced policy on required instruction:

- SB 11 revises the health curriculum to include various mental health topics and requires the SBOE to adopt rules for districts to incorporate digital citizenship into their curriculum.
- When adopting a scope and sequence for a required curriculum subject, a district must ensure sufficient time is provided for teaching the TEKS (HB 4310).
- The duties of the School Health Advisory Committee (SHAC) were expanded by SB 435 and SB 11 to include the topics of suicide, opioid and other substance abuse, and other mental health items.

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- SB 1376 repeals the requirement for districts to distribute TEA information on steroids, but districts are still required to notify students of the prohibition on nonmedical use of steroids by posting information, as explained at FNCF.
- HB 1026 requires a district to adopt a character education program.

### **EHAB(LEGAL) BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ELEMENTARY)**

Kindergarten through third grade reading program requirements have been added from HB 3. The bill requires the use of a phonics curriculum and integration of reading instruments to diagnose reading development and comprehension.

### **EHAC(LEGAL) BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (SECONDARY)**

A district may allow concurrent enrollment in Algebra I and geometry (SB 1374).

### **EHBA(LEGAL) SPECIAL PROGRAMS: SPECIAL EDUCATION**

SB 1376 repeals the Education Code provision that required a district that entered into a shared services arrangement to receive commissioner approval for the arrangement.

### **EHBAC(LEGAL) SPECIAL EDUCATION: STUDENTS IN NONDISTRICT PLACEMENT**

SB 1376 repeals the Education Code provision that required a district that entered into a shared services arrangement to receive commissioner approval for the arrangement.

### **EHBAE(LEGAL) SPECIAL EDUCATION: PROCEDURAL REQUIREMENTS**

Provisions on surrogate parents were revised by HB 1709.

### **EHBB(LEGAL) SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS**

Changes from HB 3 require a district to adopt a policy regarding the use of funds to support the district's gifted and talented (GT) program. The bill also requires a district to certify each year to the commissioner that the district's GT program is consistent with the state GT plan and report to the commissioner on the use of funds for the district's GT program.

### **EHBB(LOCAL) SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS**

This local policy on gifted and talented (GT) services has been updated based on HB 3 and the newly adopted *Texas State Plan for the Education of Gifted/Talented Students*, available at [https://tea.texas.gov/academics/special\\_student\\_populations/gifted\\_and\\_talented\\_education/gifted\\_talented\\_education/](https://tea.texas.gov/academics/special_student_populations/gifted_and_talented_education/gifted_talented_education/).

HB 3 requires a district to adopt a policy regarding the use of funds to support the district's GT program. The bill also requires a district to annually certify to the commissioner that the district's GT program is consistent with the GT state plan and report to the commissioner on the use of funds for the district's GT program. Corresponding revisions to the local policy appear at Program Evaluation.

Other revisions to align with the state plan include:

- Deletion throughout of the references to nominating students for the GT program;
- Broader language regarding the selection committee, as there is no requirement to specify in policy whether the committee is established at the district or campus level;



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- More flexible language regarding reassessments and transfer students;
- New text to incorporate the requirement to consult with parents about a student exiting the program; and
- New text to incorporate the ability of an educator to appeal final decisions of the selection committee.

The *Legal Issues in Update 114* memo describes common legal concerns and best practices specific to [this policy topic](#).

### **EHBC(LLEGAL) SPECIAL PROGRAMS: COMPENSATORY/ACCELERATED SERVICES**

There were numerous legislative changes to the provisions on compensatory education.

Districts are required by HB 3 to provide TEA each student's residential census block, which will be factored into the compensatory education allotment. Calculation details for the allotment have been removed.

Dropout prevention plans are due by December 1 of each year per HB 3.

The definition of a student who is at-risk of dropping out of school has been revised to address students who:

- Have been incarcerated or who have a parent or guardian who has been incarcerated within the student's lifetime (SB 1746); and
- Participate in an adult high school diploma and industry certification charter school program (HB 1051).

TEA has published a video explaining the HB 3 compensatory education changes, available at [https://tea.texas.gov/About\\_TEA/Government\\_Relations\\_and\\_Legal/Government\\_Relations/House\\_Bill\\_3](https://tea.texas.gov/About_TEA/Government_Relations_and_Legal/Government_Relations/House_Bill_3).

### **EHBF(LLEGAL) SPECIAL PROGRAMS: CAREER AND TECHNICAL EDUCATION**

Provisions on reimbursements to districts for certification examinations taken by students in career and technology have been added based on HB 3.

TEA has published a video explaining the HB 3 changes on exam reimbursements, available at [https://tea.texas.gov/About\\_TEA/Government\\_Relations\\_and\\_Legal/Government\\_Relations/House\\_Bill\\_3](https://tea.texas.gov/About_TEA/Government_Relations_and_Legal/Government_Relations/House_Bill_3).

### **EHBG(LLEGAL) SPECIAL PROGRAMS: PREKINDERGARTEN**

SB 1679 provides that an eligible three-year-old prekindergarten student remains eligible for enrollment in the following year.

Other changes to prekindergarten programs are from HB 3. Among other changes, if a district operates a prekindergarten program for eligible children who are at least four years of age, the district must provide full-day prekindergarten that meets high-quality prekindergarten program standards (absent an exemption). For children under four years of age, a district still has the option to operate prekindergarten on a half-day basis or offer full-day prekindergarten with local funding or on a tuition basis. In addition, a program for children who are at least four years of age must comply with the High Quality Prekindergarten Program standards.

TEA has published a video explaining the HB 3 prekindergarten changes, available at [https://tea.texas.gov/About\\_TEA/Government\\_Relations\\_and\\_Legal/Government\\_Relations/House\\_Bill\\_3](https://tea.texas.gov/About_TEA/Government_Relations_and_Legal/Government_Relations/House_Bill_3).

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#### **EHBK(LLEGAL)**

#### **SPECIAL PROGRAMS: OTHER INSTRUCTIONAL INITIATIVES**

Two mandatory recognition events have been added: Texas Girls in STEM Day is on March 1 (HB 3435), and Holocaust Remembrance Week will be on a date designated by the governor (SB 1828).

Provisions on character education are now mandatory, not optional, and have been moved to EHAA (HB 1026).

#### **EHDD(LLEGAL)**

#### **ALTERNATIVE METHODS FOR EARNING CREDIT: COLLEGE COURSE WORK/DUAL CREDIT**

The requirements for dual credit program agreements with institutions of higher education were modified by HB 3650 and SB 1276.

#### **EIC(LLEGAL)**

#### **ACADEMIC ACHIEVEMENT: CLASS RANKING**

HB 539 addresses the issue that districts with very small graduating classes do not create a top ten percent for purposes of the automatic college admissions law. This bill requires Texas public universities to admit valedictorians who meet the requirements in law.

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

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

SB 213 extends expiration dates from September 1, 2019, to September 1, 2023, for provisions on individual graduation committees and provisions authorizing districts to award a high school diploma to eligible students who entered grade 9 before the 2011–12 school year and have not performed satisfactorily on the relevant exit-level test.

On request of the parent, districts must issue a high school diploma posthumously to each student who dies while enrolled in the district in accordance with HB 638. The diploma may not be issued before the school year in which the student was expected to graduate.

SB 232 requires districts to inform parents of a high school student that the student is not required to complete Algebra II to graduate, but that not completing the course may have negative consequences for automatic college admission and for certain financial aid. The notice must be by regular mail or email.

HB 678 allows a student to satisfy one of the two required credits in languages other than English by successfully completing an elementary school course in American Sign Language.

Provisions on endorsements for students in special education were revised by HB 165.

#### **EK(LLEGAL)**

#### **TESTING PROGRAMS**

HB 3 amends the tests that high school students may take in grade 11 or 12 at state cost to include the Texas Success Initiative.

Revised Administrative Code rules effective July 22, 2019, clarify current law limiting administration of locally required assessments designed to prepare students for state assessments. The revised rule explains what constitutes an assessment instrument designed to prepare students for state-administered assessment instruments.

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

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

HB 3906 prompted changes regarding the use of technology in state assessments for mathematics and administration of assessments in kindergarten and prekindergarten.

Administrative Code rules amended effective April 23, 2019, significantly revised the provisions on test security and confidentiality.

Other revisions are to better reflect statute.

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#### **EL(LLEGAL)                      CAMPUS OR PROGRAM CHARTERS**

HB 3 provides that a charter campus or program must comply with the listed Education Code provisions regarding the duty to discharge or refuse to hire certain employees or applicants.

#### **F(LLEGAL)                      STUDENTS**

A new policy, FFBA on trauma-informed care, has been added to the F section table of contents.

#### **FB(LLEGAL)                      EQUAL EDUCATIONAL OPPORTUNITY**

This legally referenced policy on equal educational opportunity has been updated to include a provision from SB 1978 that prohibits a district from taking any adverse action against a person based on the person's membership in, affiliation with, or contribution, donation, or other support provided to a religious organization. Other changes are to better match statutory wording.

#### **FD(LLEGAL)                      ADMISSIONS**

Several bills affected student admissions:

- SB 668 clarifies the definition of students who are homeless.
- A new provision from HB 2526 provides that a person is eligible for admission if the person and either parent reside in a residence homestead on property any part of which is located in the district.
- HB 1597 adds proof of eligibility provisions for a person whose parent is in the armed services and the parent provides a military order for a transfer to a military installation in or adjacent to the district's attendance zone. Proof of residency in the district's attendance zone must then be provided within ten days of the arrival date in the military order.
- Provisions on the foundation school program were affected by HBs 3 and 1051.

#### **FDC(LLEGAL)                      ADMISSIONS: HOMELESS STUDENTS**

Throughout, terminology has been changed from "homeless students" to "students who are homeless" in accordance with SB 668.

#### **FDE(LOCAL)                      ADMISSIONS: SCHOOL SAFETY TRANSFERS**

Recommended changes to this local policy on school safety transfers are based on revisions to the TEA *Unsafe School Choice Option (USCO) Guidance Handbook* (available at [https://tea.texas.gov/Finance\\_and\\_Grants/Grants/Applying\\_for\\_a\\_Grant/Unsafe\\_School\\_Choice\\_Option](https://tea.texas.gov/Finance_and_Grants/Grants/Applying_for_a_Grant/Unsafe_School_Choice_Option)), which amended the list of violent criminal offenses for which a student is eligible for a transfer to another school within the district. See also the August 22, 2019, To the Administrator Addressed letter on ESSA Unsafe School Choice Option LEA Requirements, available at <https://tea.texas.gov/about-tea/news-and-multimedia/correspondence/taa-letters/essa-unsafe-school-choice-option-lea>.

#### **FEB(LLEGAL)                      ATTENDANCE: ATTENDANCE ACCOUNTING**

HB 3 allows, rather than requires as under existing law, the commissioner to adjust ADA of a district located in an area declared a disaster by the governor if the district experiences a decline in ADA that is reasonably attributable to the disaster.

#### **FED(LLEGAL)                      ATTENDANCE: ATTENDANCE ENFORCEMENT**

Provisions on funding of the position of juvenile case manager have been updated based on SB 346. Other changes add existing statutory text.

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#### FFAA(LOCAL) WELLNESS AND HEALTH SERVICES: PHYSICAL EXAMINATIONS

Recommended revisions to this local policy on physical examinations are to address a new UIL rule requiring students who are participating in marching band to receive a pre-participation physical in accordance with the schedule established by the UIL. The policy revisions broaden current language to accommodate future changes to UIL rules and also allow the superintendent to designate other extracurricular programs for which the district will require physicals.

Further information on the new UIL rule is available at [https://www.uiltexas.org/files/music/Marching\\_Band\\_Physical\\_Exam\\_FAQ.pdf](https://www.uiltexas.org/files/music/Marching_Band_Physical_Exam_FAQ.pdf).

The *Legal Issues in Update 114* memo describes common legal concerns and best practices specific to [this policy topic](#).

**Please note:** We have retained the district's locally developed text requiring students enrolling from countries outside of the United States to present proof of a current negative tuberculin skin test, as well as the provision requiring students with a positive tuberculin test result to provide proof of a chest x-ray that is negative for active tuberculosis prior to enrollment in the district.

Please contact the district's policy consultant if the district no longer requires evidence of tuberculosis screening for newly enrolling students as currently reflected in your policy.

#### FFAC(LEGAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

Several legislative changes have been incorporated, including:

- A prohibition on a district regulating the sale, distribution or possession of dextromethorphan (certain cold medicine) (HB 1518);
- Deletion of the requirement for a district to notify the commissioner following administration of an unassigned epinephrine auto-injector (SB 668); and
- New provisions permitting a district to adopt and implement a policy authorizing a school nurse to maintain and administer unassigned asthma medication (HB 2243). **Please note:** Contact the district's policy consultant for appropriate policy text if the district wishes to pursue this option. Sample administrative provisions are available in the *TASB Regulations Resource Manual*.

Also added is an existing statutory provision prohibiting a district from enacting, adopting, or enforcing a rule or regulation that prohibits the possession of low-THC cannabis as authorized by the Texas Compassionate Use Act in the Health and Safety Code.

#### FFAD(LEGAL) WELLNESS AND HEALTH SERVICES: COMMUNICABLE DISEASES

The Department of State Health Services rather than TEA must now prescribe the procedures for districts to use when distributing information on bacterial meningitis (HB 3884).

#### FFAF(LEGAL) WELLNESS AND HEALTH SERVICES: CARE PLANS

SB 869 requires a district's policy on food allergies to be consistent with the Texas Department of State Health Services' *Guidelines for the Care of Students with Food Allergies At-Risk for Anaphylaxis*. The bill requires the board to post a summary of the *Guidelines* on the district's website and include information on how to obtain the full document. Likewise, forms addressing food allergies must include information about the *Guidelines*. Relevant materials in the *TASB Regulations Resource Manual* have been updated.

Provisions on seizure management and treatment plans are from HB 684 and allow a parent to submit a seizure management plan to the district to address health-care services the student may receive at school or school activities.



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#### FFB(LEGAL)

#### STUDENT WELFARE: CRISIS INTERVENTION

SB 11 includes provisions on the threat assessment and safe and supportive school team that districts must establish to serve each campus and the process the teams will use in evaluating individuals and students who make threats of violence or exhibit harmful, threatening, or violent behavior. The teams must receive training and report specific information to TEA. The board must adopt a policy addressing specific elements.

SB 11 also permits districts to provide parents relevant information on various mental health topics.

#### FFB(LOCAL)

#### STUDENT WELFARE: CRISIS INTERVENTION

This new local policy is recommended to address SB 11, which requires boards to adopt policy and procedures regarding threat assessment and safe and supportive teams. The district's policies and procedures must be consistent with the model policies and procedures developed by the Texas School Safety Center (TxSSC). TASB collaborated with the TxSSC to develop this policy, which addresses the following elements:

- Delegation to the superintendent to ensure that a team is established to serve each campus;
- Appointment of team members by the superintendent, as required by law;
- Training requirements for the team;
- Authorization for any member of the team or a district employee to act immediately to prevent an imminent threat or respond to an emergency, including contacting law enforcement directly;
- Development of procedures as recommended by the TxSSC;
- A high-level outline of the threat assessment process, including specific actions required by the team in various circumstances;
- Mental health referrals by the team;
- The requirement for the team to provide guidance to students and district employees on recognizing and reporting behavior of concern; and
- Required reports to TEA.

The TxSSC advises that district procedures need to be individualized to fit each district's unique circumstances. To assist in developing procedures, the TxSSC website has numerous resources, including a *Behavioral Threat Assessment and Management for Educators and Administrators Toolkit* at <https://txssc.txstate.edu/tools/tam-toolkit/>.

#### FFBA(LEGAL)

#### CRISIS INTERVENTION: TRAUMA-INFORMED CARE

SB 11 requires boards to adopt and implement a policy on the implementation of trauma-informed care practices in each school environment. The policy must also address:

- Increasing staff and parent awareness of trauma-informed care, including required training for educators;
- Implementation of trauma-informed practices and care by district and campus staff; and
- Available counseling options for students affected by trauma or grief.

Districts must report to TEA on compliance with the training provisions.

# Explanatory Notes

## TASB Localized Policy Manual Update 114

### Lamar CISD

#### **FFBA(LOCAL)                      CRISIS INTERVENTION: TRAUMA-INFORMED CARE**

This new policy is recommended to address SB 11, which requires a policy on trauma-informed care. The details of the district's trauma-informed care program must be included in the district improvement plan.

The policy makes reference to the elements required to be addressed in the district's program:

- Increasing staff and parent awareness of trauma-informed care, including required training for educators; and
- Available counseling options for students affected by trauma or grief.

The policy also affirms that the district shall report to TEA on compliance with the training provisions.

**Please note:** If, based on a district of innovation plan, your district is exempt from the statutory requirement to have a district improvement plan, the district should include its trauma-informed care program in an equivalent district-level planning document.

#### **FFE(LEGAL)                      STUDENT WELFARE: STUDENT ASSISTANCE PROGRAMS/COUNSELING**

This legally referenced policy on student assistance programs has been updated to include existing legal provisions on consent for services provided by a licensed specialist in school psychology.

#### **FFG(LEGAL)                      STUDENT WELFARE: CHILD ABUSE AND NEGLECT**

The district improvement plan and any informational handbook provided to students and parents must include the district's policy on addressing sexual abuse, sex trafficking, and other maltreatment of children (HB 111). Please note that the post-legislative supplement to the *TASB Model Student Handbook* includes provisions and resources to address these topics. The district should include any other details in the district improvement plan and communicate the district's practices and procedures to employees, parents, and students.

HB 621 prohibits a district from taking any adverse employment action against a professional who makes a good faith report of abuse or neglect.

#### **FL(LOCAL)                      STUDENT RECORDS**

To assist with implementing the district's safe and supportive school program as required by SB 11, a recommended revision at Access by School Officials clarifies that a person appointed to a team that supports the safe and supportive school program is considered a "school official" who may access student records if the person has a legitimate educational interest in the records.

Please note that because BJA(LOCAL) permits the superintendent to delegate responsibilities to other employees, we have removed language referring to the superintendent's designee.

The *Legal Issues in Update 114* memo describes common legal concerns and best practices specific to [this policy topic](#).

#### **FM(LEGAL)                      STUDENT ACTIVITIES**

Legislation affected several provisions on student activities:

- Certain safety training will be provided by the UIL rather than districts (SB 1376).
- A school nurse may be a member of the district's concussion oversight team and is authorized to remove an affected student from practices or competition (HB 961).

# Explanatory Notes

## TASB Localized Policy Manual Update 114

### Lamar CISD

- A district must provide information about sudden cardiac arrest and electrocardiogram testing to a student who is required by UIL to submit a physical examination certification (HB 76).

Administrative Code rules amended effective May 1, 2019, permit a district to allow a student who is ineligible to participate in an extracurricular activity and who is enrolled in a state-approved music course that participates in UIL Concert and Sight-Reading Evaluation to perform with the ensemble during the UIL evaluation performance only.

### **FNCC(LLEGAL)                      STUDENT CONDUCT: PROHIBITED ORGANIZATIONS AND HAZING**

SB 38 amends the Education Code definition of hazing.

### **FNCE(LLEGAL)                      STUDENT CONDUCT: PERSONAL TELECOMMUNICATIONS/ELECTRONIC DEVICES**

A district must allow a student to use a graphing calculator application on an electronic device when the student is enrolled in a course that requires the use of a graphing calculator, unless the district provides students the use of one at no cost (HB 3906).

### **FNCG(LLEGAL)                      STUDENT CONDUCT: WEAPONS**

Provisions on clubs and knuckles were revised based on HB 446, which removes clubs from the Penal Code offense regarding unlawfully carrying a weapon outside of one's premises or vehicle. The bill also removes knuckles from the list of prohibited weapons in Penal Code 46.05.

### **FNG(LLEGAL)                      STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT AND PARENT COMPLAINTS/GRIEVANCES**

Unless limited by a court order, a parent appointed as a conservator of a child always has the right to attend school activities, including school lunches, performances, and field trips (HB 3145).

### **FO(LLEGAL)                      STUDENT DISCIPLINE**

Several general discipline provisions were affected by legislation:

- A student's status as homeless or in the conservatorship of DFPS was added to the list of mitigating factors the district must consider in making certain disciplinary decisions (HB 811).
- The law enforcement duties of various security personnel must be included in the Student Code of Conduct (SB 1707).
- District websites must include contact information for the campus behavior coordinator or other relevant administrator (SB 1306).
- Districts must provide foundation curriculum coursework to students assigned to in-school or out-of-school suspension using one option that does not require the use of the internet (HB 3012).
- Aversive techniques listed in the policy that are intended to reduce the likelihood of a behavior recurring by intentionally inflicting significant physical or emotional discomfort or pain may not be used with students (HB 3630 and SB 712).
- A district may not discipline a teacher on the basis of documentation the teacher submitted regarding a student's violation of the student code of conduct (SB 1451).
- Information regarding out-of-school suspensions must be reported to TEA (HB 65).

# Explanatory Notes

## TASB Localized Policy Manual Update 114

### Lamar CISD

#### **FOA(LLEGAL)                      STUDENT DISCIPLINE: REMOVAL BY TEACHER OR BUS DRIVER**

SB 1451 clarifies that students sent to the campus behavior coordinator's or other administrator's office under a routine referral or a discretionary removal are not considered to have been removed from the classroom for purposes of reporting data through PEIMS or other similar reports required by state or federal law.

#### **FOB(LLEGAL)                      STUDENT DISCIPLINE: OUT-OF-SCHOOL SUSPENSION**

A district may not place in out-of-school suspension a student who is homeless unless the student engages in certain conduct (HB 692).

#### **FOC(LLEGAL)                      STUDENT DISCIPLINE: PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCATION SETTING**

DAEP placement is required if a student engages in certain forms of harassment against an employee (SB 2432).

In determining whether there is a reasonable belief that a student engaged in felony conduct, a superintendent may not consider additional information requested by the district from law enforcement for the purpose of creating a threat assessment or safety plan (HB 2135).

For clarity, additional details from statute have been added regarding terms of removal.

#### **FOCA(LLEGAL)                      PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCATION SETTING: DISCIPLINARY ALTERNATIVE EDUCATION PROGRAM OPERATIONS**

HB 2184 creates mandatory procedures and notice requirements for a student's transition to the regular classroom from an alternative education program, as defined by the bill.

Documents in the *TASB Regulations Resource Manual* have been updated to address HB 2184.

#### **FOD(LLEGAL)                      STUDENT DISCIPLINE: EXPULSION**

An existing statutory provision addressing appeals of expulsion decisions has been added.

#### **FODA(LLEGAL)                      EXPULSION: JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM**

HB 3012 permits court-ordered placement in a JJAEP for terroristic threats.

#### **GA(LLEGAL)                      ACCESS TO PROGRAMS, SERVICES, AND ACTIVITIES**

A provision has been added from SB 1978 that prohibits a district from taking any adverse action (as defined in the policy) against a person based on the person's membership in, affiliation with, or contribution, donation, or other support provided to a religious organization.

#### **GB(LLEGAL)                      PUBLIC INFORMATION PROGRAM**

In accordance with SB 944, a current or former district officer or employee who maintains public information on a privately owned device must forward or transfer the information to the district or preserve the public information in its original form in a backup or archive and on the device for the relevant retention period. An employee may be disciplined for failure to comply.



# Explanatory Notes

## TASB Localized Policy Manual Update 114

### Lamar CISD

#### **GBA(LLEGAL) PUBLIC INFORMATION PROGRAM: ACCESS TO PUBLIC INFORMATION**

Provisions on public information have been revised, including those addressing release of:

- Certain contracting information (SB 943);
- Evaluations (SB 1230);
- Information regarding the location or physical layout of certain shelter centers (HB 3091);
- Protected health information and out-of-state health-care provider information (SB 944);
- Information on applicants for disaster recovery funds (HB 3175);
- Information that would provide an advantage to competitors or bidders (SB 943);
- Expenditures for parades, concerts, or other entertainment events (HB 81); and
- Certain commercial, financial, and proprietary information (SB 943).

#### **GBAA(LLEGAL) INFORMATION ACCESS: REQUESTS FOR INFORMATION**

Legislation affected multiple provisions on requests for information, including:

- Duties of the officer for public information (SB 944);
- Methods for requesting information (SB 944);
- Requests for contracting information not maintained by the district (SB 943);
- Requests for an attorney general decision (SBs 943 and 944); and
- Temporary suspension of the Public Information Act by the board of a district currently impacted by a catastrophe (SB 494).

Other revisions are to better reflect statutory wording.

#### **GBAA(LOCAL) INFORMATION ACCESS: REQUESTS FOR INFORMATION**

As mentioned above, SB 494 permits the board of a district impacted by a catastrophe to temporarily suspend the Public Information Act. Recommended local policy text delegates to the superintendent the authority to approve the initial suspension period of up to seven consecutive days and provide the required notices to the attorney general and public. If an extension of the initial suspension period is needed, the law requires the board to determine that it is still impacted by the catastrophe, so the local policy text requires the board to approve an extension.

The form to provide notice of any suspensions to the attorney general is available at <https://www.texasattorneygeneral.gov/open-government/governmental-bodies/catastrophe-notice>.

#### **GBAA(REGULATION) INFORMATION ACCESS: REQUESTS FOR INFORMATION**

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

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

# Explanatory Notes

## TASB Localized Policy Manual Update 114

### Lamar CISD

#### **GKA(LLEGAL)                      COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES**

HB 1552 clarifies who is a retired law enforcement officer for Penal Code 46.03, which prohibits weapons in certain places.

Districts may no longer regulate the manner in which a handgun, firearm, or ammunition is stored in a locked vehicle in a district parking area, provided the item is not in plain view (HB 1143).

HB 1791 broadens existing provisions that limit a district from providing unauthorized notice that handguns are prohibited.

#### **GKA(LLOCAL)                      COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES**

Because HB 1143 prohibits a district from regulating the manner in which a handgun, firearm, or ammunition is stored in a locked vehicle in a district parking area, provided the item is not in plain view, we have deleted language requiring firearms to be unloaded. No other revisions have been made to this local policy.

The *Legal Issues in Update 114* memo describes common legal concerns and best practices specific to [this policy topic](#).

#### **GNB(LLEGAL)                      RELATIONS WITH EDUCATIONAL ENTITIES: REGIONAL EDUCATION SERVICE CENTERS**

HB 3 revises the core services that education service centers are required to provide to include training and assistance regarding instruction in personal financial literacy, gifted and talented programs, and programs that qualify for a funding allotment.

#### **GRAA(LLEGAL)                      STATE AND LOCAL GOVERNMENTAL AUTHORITIES: LAW ENFORCEMENT AGENCIES**

Information about arrests of students provided to districts from law enforcement agencies must include sufficient information for the district to determine whether it is necessary to conduct a threat assessment or prepare a safety plan for the student (SB 2135). In addition, a superintendent may request information for the purpose of conducting a threat assessment or preparing a safety plan.

#### **GRAA(EXHIBIT)                      STATE AND LOCAL GOVERNMENTAL AUTHORITIES: LAW ENFORCEMENT AGENCIES**

This exhibit has been deleted, as the list of offenses principals must report to local law enforcement authorities is included in GRAA(LLEGAL).

#### **GRB(LLEGAL)                      RELATIONS WITH GOVERNMENTAL ENTITIES: INTERLOCAL COOPERATION CONTRACTS**

When a district provides educational services to a student who resides in a state hospital, HB 2210 specifies the elements of the memorandum of understanding between the hospital and district.

#### **GRC(LLEGAL)                      RELATIONS WITH GOVERNMENTAL ENTITIES: EMERGENCY MANAGEMENT**

Provisions on emergency management training have been deleted as they are not applicable to school districts.

# Instruction Sheet

## TASB Localized Policy Manual Update 114

### Lamar CISD

Code	Type	Action To Be Taken	Note
ATTN	(NOTE)	No policy enclosed	See explanatory note
AF	(LEGAL)	Replace policy	Revised policy
AG	(LEGAL)	Replace policy	Revised policy
AIB	(LEGAL)	Replace policy	Revised policy
AIC	(LEGAL)	Replace policy	Revised policy
B	(LEGAL)	Replace table of contents	Revised table of contents
BAA	(LEGAL)	Replace policy	Revised policy
BBA	(LEGAL)	Replace policy	Revised policy
BBBA	(LEGAL)	Replace policy	Revised policy
BBBB	(LEGAL)	Replace policy	Revised policy
BBD	(LEGAL)	Replace policy	Revised policy
BBFA	(LEGAL)	Replace policy	Revised policy
BBI	(LEGAL)	Replace policy	Revised policy
BDAE	(LEGAL)	Replace policy	Revised policy
BDAF	(LEGAL)	DELETE policy	See explanatory note
BE	(LEGAL)	Replace policy	Revised policy
BE	(LOCAL)	Replace policy	Revised policy
BED	(LEGAL)	Replace policy	Revised policy
BED	(LOCAL)	Replace policy	Revised policy
BJCB	(LEGAL)	Replace policy	Revised policy
BJCD	(LEGAL)	Replace policy	Revised policy
BQ	(LEGAL)	Replace policy	Revised policy
BR	(LEGAL)	DELETE policy	See explanatory note
C	(LEGAL)	Replace table of contents	Revised table of contents
CBA	(LEGAL)	Replace policy	Revised policy
CCA	(LEGAL)	Replace policy	Revised policy
CCG	(LEGAL)	Replace policy	Revised policy
CCGA	(LEGAL)	Replace policy	Revised policy
CCH	(LEGAL)	Replace policy	Revised policy
CDA	(LEGAL)	Replace policy	Revised policy
CDA	(LOCAL)	Replace policy	Revised policy
CE	(LEGAL)	Replace policy	Revised policy
CFC	(LEGAL)	Replace policy	Revised policy
CFEA	(LEGAL)	Replace policy	Revised policy

# Instruction Sheet

## TASB Localized Policy Manual Update 114

### Lamar CISD

<b>Code</b>	<b>Type</b>	<b>Action To Be Taken</b>	<b>Note</b>
CH	(LEGAL)	Replace policy	Revised policy
CH	(LOCAL)	Replace policy	Revised policy
CK	(LEGAL)	Replace policy	Revised policy
CKC	(LEGAL)	Replace policy	Revised policy
CKC	(LOCAL)	Replace policy	Revised policy
CKD	(LEGAL)	Replace policy	Revised policy
CKE	(LEGAL)	Replace policy	Revised policy
CKE	(LOCAL)	Replace policy	Revised policy
CKEA	(LEGAL)	ADD policy	See explanatory note
CKEB	(LEGAL)	ADD policy	See explanatory note
CKEC	(LEGAL)	ADD policy	See explanatory note
CL	(LEGAL)	Replace policy	Revised policy
CMD	(LEGAL)	Replace policy	Revised policy
CNA	(LEGAL)	Replace policy	Revised policy
CNC	(LEGAL)	Replace policy	Revised policy
CPC	(LEGAL)	Replace policy	Revised policy
CQ	(LEGAL)	Replace policy	Revised policy
CQ	(LOCAL)	Replace policy	Revised policy
CQA	(LEGAL)	Replace policy	Revised policy
CQB	(LEGAL)	ADD policy	See explanatory note
CQB	(LOCAL)	ADD policy	See explanatory note
CQC	(LEGAL)	ADD policy	See explanatory note
CRG	(LEGAL)	Replace policy	Revised policy
CV	(LEGAL)	Replace policy	Revised policy
D	(LEGAL)	Replace table of contents	Revised table of contents
DAA	(LEGAL)	Replace policy	Revised policy
DBAA	(LEGAL)	Replace policy	Revised policy
DC	(LEGAL)	Replace policy	Revised policy
DEA	(LEGAL)	Replace policy	Revised policy
DEAA	(LEGAL)	Replace policy	Revised policy
DEB	(LEGAL)	Replace policy	Revised policy
DEC	(LEGAL)	Replace policy	Revised policy
DF	(LEGAL)	Replace policy	Revised policy
DFFA	(LOCAL)	Replace policy	Revised policy



# Instruction Sheet

## TASB Localized Policy Manual Update 114

### Lamar CISD

<b>Code</b>	<b>Type</b>	<b>Action To Be Taken</b>	<b>Note</b>
DG	(LEGAL)	Replace policy	Revised policy
DH	(LEGAL)	Replace policy	Revised policy
DH	(LOCAL)	Replace policy	Revised policy
DHB	(LEGAL)	Replace policy	Revised policy
DHC	(LEGAL)	ADD policy	See explanatory note
DMA	(LEGAL)	Replace policy	Revised policy
DNA	(LEGAL)	Replace policy	Revised policy
DNB	(LEGAL)	Replace policy	Revised policy
DP	(LEGAL)	Replace policy	Revised policy
EA	(LEGAL)	ADD policy	See explanatory note
EB	(LEGAL)	Replace policy	Revised policy
EC	(LEGAL)	Replace policy	Revised policy
EEB	(LEGAL)	Replace policy	Revised policy
EEM	(LEGAL)	Replace policy	Revised policy
EF	(LEGAL)	Replace policy	Revised policy
EHAA	(LEGAL)	Replace policy	Revised policy
EHAB	(LEGAL)	Replace policy	Revised policy
EHAC	(LEGAL)	Replace policy	Revised policy
EHBA	(LEGAL)	Replace policy	Revised policy
EHBAC	(LEGAL)	Replace policy	Revised policy
EHBAE	(LEGAL)	Replace policy	Revised policy
EHBB	(LEGAL)	Replace policy	Revised policy
EHBB	(LOCAL)	Replace policy	Revised policy
EHBC	(LEGAL)	Replace policy	Revised policy
EHBF	(LEGAL)	Replace policy	Revised policy
EHBG	(LEGAL)	Replace policy	Revised policy
EHBK	(LEGAL)	Replace policy	Revised policy
EHDD	(LEGAL)	Replace policy	Revised policy
EIC	(LEGAL)	Replace policy	Revised policy
EIF	(LEGAL)	Replace policy	Revised policy
EK	(LEGAL)	Replace policy	Revised policy
EKB	(LEGAL)	Replace policy	Revised policy
EL	(LEGAL)	Replace policy	Revised policy
F	(LEGAL)	Replace table of contents	Revised table of contents

# Instruction Sheet

## TASB Localized Policy Manual Update 114

### Lamar CISD

<b>Code</b>	<b>Type</b>	<b>Action To Be Taken</b>	<b>Note</b>
FB	(LEGAL)	Replace policy	Revised policy
FD	(LEGAL)	Replace policy	Revised policy
FDC	(LEGAL)	Replace policy	Revised policy
FDE	(LOCAL)	Replace policy	Revised policy
FEB	(LEGAL)	Replace policy	Revised policy
FED	(LEGAL)	Replace policy	Revised policy
FFAA	(LOCAL)	Replace policy	Revised policy
FFAC	(LEGAL)	Replace policy	Revised policy
FFAD	(LEGAL)	Replace policy	Revised policy
FFAF	(LEGAL)	Replace policy	Revised policy
FFB	(LEGAL)	Replace policy	Revised policy
FFB	(LOCAL)	ADD policy	See explanatory note
FFBA	(LEGAL)	ADD policy	See explanatory note
FFBA	(LOCAL)	ADD policy	See explanatory note
FFE	(LEGAL)	Replace policy	Revised policy
FFG	(LEGAL)	Replace policy	Revised policy
FL	(LOCAL)	Replace policy	Revised policy
FM	(LEGAL)	Replace policy	Revised policy
FNCC	(LEGAL)	Replace policy	Revised policy
FNCE	(LEGAL)	Replace policy	Revised policy
FNCG	(LEGAL)	Replace policy	Revised policy
FNG	(LEGAL)	Replace policy	Revised policy
FO	(LEGAL)	Replace policy	Revised policy
FOA	(LEGAL)	Replace policy	Revised policy
FOB	(LEGAL)	Replace policy	Revised policy
FOC	(LEGAL)	Replace policy	Revised policy
FOCA	(LEGAL)	Replace policy	Revised policy
FOD	(LEGAL)	Replace policy	Revised policy
FODA	(LEGAL)	Replace policy	Revised policy
GA	(LEGAL)	Replace policy	Revised policy
GB	(LEGAL)	Replace policy	Revised policy
GBA	(LEGAL)	Replace policy	Revised policy
GBAA	(LEGAL)	Replace policy	Revised policy
GBAA	(LOCAL)	Replace policy	Revised policy

Instruction Sheet  
TASB Localized Policy Manual Update 114

**Lamar CISD**

<b>Code</b>	<b>Type</b>	<b>Action To Be Taken</b>	<b>Note</b>
GBAA	(REGULATION)	Review regulation	Revise as necessary
GKA	(LEGAL)	Replace policy	Revised policy
GKA	(LOCAL)	Replace policy	Revised policy
GNB	(LEGAL)	Replace policy	Revised policy
GRAA	(LEGAL)	Replace policy	Revised policy
GRAA	(EXHIBIT)	DELETE exhibit	See explanatory note
GRB	(LEGAL)	Replace policy	Revised policy
GRC	(LEGAL)	Replace policy	Revised policy

# CURRENT

## BOARD MEETINGS

BE  
(LOCAL)

### **Meeting Place and Time**

The notice for a Board meeting shall reflect the date, time, and location of the meeting.

### **Regular Meetings**

Regular meetings of the Board shall normally be held on the third Thursday of each month at 7:00 p.m. When determined necessary and for the convenience of Board members, the Board President may change the date, time, or location of a regular meeting with proper notice.

### **Special or Emergency Meetings**

The Board President shall call special meetings at the Board President's discretion or on request by two members of the Board.

The Board President shall call an emergency meeting when it is determined by the Board President or two members of the Board that an emergency or urgent public necessity, as defined by law, warrants the meeting.

### **Agenda**

#### Deadline

The deadline for submitting items for inclusion on the agenda is the sixth calendar day before regular meetings and the sixth calendar day before special meetings.

#### Preparation

In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. Any Board member may request that a subject be included on the agenda for a meeting, and the Superintendent shall include on the preliminary agenda of the meeting all topics that have been timely submitted by a Board member.

Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the preliminary agenda, the Board President shall ensure that any topics the Board or individual Board members have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. The Board President shall place an item on the agenda if the item is requested by two Board members. The Board President shall not have authority to remove from the agenda a subject requested by a Board member without that Board member's specific authorization.

### **Notice to Members**

Members of the Board shall be given notice of regular and special meetings at least 72 hours prior to the scheduled time of the meeting and at least two hours prior to the time of an emergency meeting.

### **Closed Meeting**

Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, in accordance with law.



BOARD MEETINGS

BE  
(LOCAL)

The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting. [See BEC]

**Order of Business**

The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed by consensus of Board members.

**Rules of Order**

The Board shall observe the parliamentary procedures as found in *Robert's Rules of Order, Newly Revised*, except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the members present.

Voting

Voting shall be by voice vote or show of hands, as directed by the Board President. Any member may abstain from voting, and a member's vote or failure to vote shall be recorded upon that member's request. [See BDAA(LOCAL) for the Board President's voting rights]

Consent Agenda

The Board shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include these items, determined by the Board, grouped together under one action item. All such items shall be acted upon by one vote without separate discussion. The remaining items shall be adopted under a single motion and vote.

**Minutes**

Board action shall be carefully recorded by the Board Secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the Board President and the Board Secretary.

The official minutes of the Board shall be retained on file in the office of the Superintendent and shall be available for examination during regular office hours.

**Discussions and Limitation**

Discussions shall be addressed to the Board President and then the entire membership. Discussion shall be directed solely to the business currently under deliberation, and the Board President shall halt discussion that does not apply to the business before the Board.

The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time limit has expired. Aside from these limitations, the Board President shall not interfere with debate so long as members wish to address themselves to an item under consideration.

# REVISED

## BOARD MEETINGS

BE  
(LOCAL)

### Meeting Place and Time

The notice for a Board meeting shall reflect the date, time, and location of the meeting.

### Regular Meetings

Regular meetings of the Board shall normally be held on the ~~third Thursday of each month at 7:00 p.m.~~ **third Thursday of each month at 7:00 p.m.** When determined necessary and for the convenience of Board members, the Board President may change the date, time, or location of a regular meeting with proper notice.

### Special or Emergency Meetings

The Board President shall call special meetings at the Board President's discretion or on request by two members of the Board.

The Board President shall call an emergency meeting when it is determined by the Board President or ~~two~~ **two** members of the Board that an emergency or urgent public necessity, as defined by law, warrants the meeting.

### Agenda

#### Deadline

The deadline for submitting items for inclusion on the agenda is ~~the sixth calendar~~ **the sixth calendar** day before regular meetings and ~~the sixth calendar~~ **the sixth calendar** day before special meetings.

#### Preparation

In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. Any Board member may request that a subject be included on the agenda for a meeting, and the Superintendent shall include on the preliminary agenda of the meeting all topics that have been timely submitted by a Board member.

Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the preliminary agenda, the Board President shall ensure that any topics the Board or individual Board members have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. The Board President shall place an item on the agenda if the item is requested by two Board members. The Board President shall not have authority to remove from the agenda a subject requested by a Board member without that Board member's specific authorization.

### Notice to Members

Members of the Board shall be given notice of regular and special meetings at least 72 hours prior to the scheduled time of the meeting and at least ~~one hour~~ **two hours** prior to the time of an emergency meeting.

### Closed Meeting

Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, in accordance with law.

The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting. [See BEC]

**Order of Business**

The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed by consensus of Board members.

**Rules of Order**

The Board shall observe the parliamentary procedures as found in *Robert's Rules of Order, Newly Revised*, except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the members present.

Voting

Voting shall be by voice vote or show of hands, as directed by the Board President. Any member may abstain from voting, and a member's vote or failure to vote shall be recorded upon that member's request. [See BDAA(LOCAL) for the Board President's voting rights]

Consent Agenda

The Board shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include these items, determined by the Board, grouped together under one action item. All such items shall be acted upon by one vote without separate discussion. The remaining items shall be adopted under a single motion and vote.

**Minutes**

Board action shall be carefully recorded by the Board Secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the Board President and the Board Secretary.

The official minutes of the Board shall be retained on file in the office of the Superintendent and shall be available for examination during regular office hours.

**Discussions and Limitation**

Discussions shall be addressed to the Board President and then the entire membership. Discussion shall be directed solely to the business currently under deliberation, and the Board President shall halt discussion that does not apply to the business before the Board.

The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time limit has expired. Aside from these limitations, the Board President shall not interfere with debate so long as members wish to address themselves to an item under consideration.

# CURRENT

BOARD MEETINGS  
PUBLIC PARTICIPATION

BED  
(LOCAL)

## Limit on Participation

Audience participation at a Board meeting is limited to the public comment portion of the meeting designated for that purpose. At all other times during a Board meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer.

### Public Comment

At regular and special Board meetings, the Board shall allot time to hear persons who desire to make comments to the Board. Persons who wish to participate in this portion of the meeting shall sign up with the presiding officer or designee before the meeting begins and shall indicate the topic about which they wish to speak.

No presentation shall exceed five minutes. Delegations of more than five persons shall appoint one person to present their views before the Board.

At agenda review workshops, public comment shall be on the agenda, and citizens shall be permitted to address the Board on any action item on the agenda. Persons who wish to participate in this portion of the meeting shall sign up with the presiding officer or designee at the designated time and shall indicate the agenda item about which they wish to speak. No presentation shall exceed five minutes. Delegations of more than five persons shall appoint one person to present their views before the Board. All discussion at this time shall be limited to action items on the workshop agenda.

### Board's Response

Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting.

The Superintendent may call upon District staff to respond to any question or request from the Board.

## Complaints and Concerns

The presiding officer or designee shall determine whether a person addressing the Board has attempted to solve a matter administratively through resolution channels established by policy. If not, the person shall be referred to the appropriate policy (see list below) to seek resolution:

Employee complaints: DGBA

Student or parent complaints: FNG

Public complaints: GF

## Disruption

The Board shall not tolerate disruption of the meeting by members of the audience. If, after at least one warning from the presiding officer, any person continues to disrupt the meeting by his or her words or actions, the presiding officer may request assistance from law enforcement officials to have the person removed from the meeting.





# REVISED

BOARD MEETINGS  
PUBLIC PARTICIPATION

BED  
(LOCAL)

## Limit on Participation

Audience participation at a Board meeting is limited to the ~~public comment~~ portion of the meeting designated to receive public comment in accordance with this policy ~~for that purpose~~. At all other times during a Board meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer.

### Public Comment Regular Meetings

At regular ~~and special~~ Board meetings, the Board shall permit public comment, regardless of whether the topic is an item on the agenda posted with notice of the meeting.

### Special Meetings

At all other Board meetings, public comment shall be limited to items on the agenda posted with notice of the meeting.

### Procedures

~~Individuals allot time to hear persons who desire to make comments to the Board. Persons~~ who wish to participate during ~~the~~ ~~this~~ portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item or topic ~~on~~ ~~about~~ which they wish to address the Board. ~~speak~~.

Public comment shall occur at the beginning of the meeting.

Except as permitted by this policy and the Board's procedures on public comment, an individual's comments to the Board shall not exceed five minutes per meeting.

### Meeting Management

When necessary for effective meeting management or to accommodate large numbers of individuals wishing to address the Board, the presiding officer may make adjustments to public comment procedures, including adjusting when public comment will occur during the meeting, reordering agenda items, deferring public comment on nonagenda items, continuing agenda items to a later meeting, providing expanded opportunity for public comment, or establishing an overall time limit for public comment and adjusting the time allotted to each speaker. However, no individual shall be given less than one minute to make comments. ~~No presentation shall exceed five minutes. Delegations of more than five persons shall appoint one person to present their views before the Board.~~

~~At agenda review workshops, public comment shall be on the agenda, and citizens shall be permitted to address the Board on any action item on the agenda. Persons who wish to participate in this portion of the meeting shall sign up with the presiding officer or designee at the designated time and shall indicate the agenda item about which they wish to speak. No presentation shall exceed five minutes. Delegations of more than five persons shall appoint one~~

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	<del>person to present their views before the Board. All discussion at this time shall be limited to action items on the workshop agenda.</del>
Board's Response	<p>Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting.</p> <p><del>The Superintendent may call upon District staff to respond to any question or request from the Board.</del></p>
<b>Complaints and Concerns</b>	<p>The presiding officer or designee shall determine whether <b>an individual</b><del>a person</del> addressing the Board has attempted to solve a matter administratively through resolution channels established by policy. If not, the <b>individual</b><del>person</del> shall be referred to the appropriate policy <del>(see list below)</del> to seek resolution:</p> <p>Employee complaints: DGBA</p> <p>Student or parent complaints: FNG</p> <p>Public complaints: GF</p>
<b>Disruption</b>	<p>The Board shall not tolerate disruption of the meeting by members of the audience. If, after at least one warning from the presiding officer, any <b>individual</b><del>person</del> continues to disrupt the meeting by his or her words or actions, the presiding officer may request assistance from law enforcement officials to have the <b>individual</b><del>person</del> removed from the meeting.</p>

# CURRENT

OTHER REVENUES  
INVESTMENTS

CDA  
(LOCAL)

<b>Policy</b>	It is the policy of the District to invest public funds in a manner that ensures the safety of invested funds, maintains sufficient liquidity to provide for the daily needs of the District, and achieves maximum yield in relation to the risk assumed. Safety of invested principal, however, remains highest in priority.
<b>Investment Authority</b>	The chief financial officer, the budget and treasury officer, and the director of finance shall serve as the investment officers of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures.
<b>Scope</b>	This investment policy applies to all financial assets of the District. These funds are accounted for in the District's comprehensive annual financial report and include:
General Fund	The general fund usually includes transactions as a result of revenues from local maintenance taxes, Foundation School Program entitlements, and other locally generated sources.
Special Revenue Funds	Special revenue funds are governmental funds used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes.
Debt Service Funds	A debt service fund is a governmental fund, with budgetary control, that must be used to account for general long-term debt principal and interest for debt issues and other long-term debts for which a tax has been dedicated.
Capital Projects Funds	A capital projects fund is a governmental fund that must be used to account, on a project basis, for projects financed by the proceeds from bond issues, or for capital projects otherwise mandated to be accounted for in this fund.
Internal Service Funds	Internal service funds are proprietary funds accounted for on the accrual basis.
Trust and Agency Funds	This group of funds is used to account for assets held by a school district in a trustee capacity of the District, or as an agent for individuals, private organizations, other governmental units and/or other funds. This fund type consists of expendable trust funds, nonexpendable trust funds, pension trust funds and agency funds.
<b>Texas Teacher Retirement Fund</b>	<p>The Texas Teacher Retirement Fund shall not be covered by this policy.</p> <p>All employees of the District employed for one-half or more of the standard work load, and who are not exempted from membership under Government Code, Section 822.002, are required to participate in the Teacher Retirement System of Texas, a multiple-</p>



employer public employee retirement system. It is a cost-sharing public employee retirement system with one exception—all risks and costs are not shared by the District, but are the liability of the state of Texas, and as such, all investments are maintained by the Teacher Retirement System.

**Objectives**

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

Safety

1. Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
  - a. The District will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer, by:
    - (1) Limiting investments to the types of securities listed in this investment policy;
    - (2) Pre-qualifying the financial institutions, brokers/dealers, and advisors with which the District will do business in accordance with this policy; and
    - (3) Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.
  - b. To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.

The District shall monitor interest rate risk using weighted average maturity and specific identification.

Liquidity

2. The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). Alternatively, a portion of the portfolio may be placed in money market mutual funds or local government investment pools that offer same-day liquidity for short-term funds.

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Yield

3. The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:
  - a. A security with declining credit may be sold early to minimize loss of principal.
  - b. A security swap would improve the quality, yield, or target duration in the portfolio.
  - c. Liquidity needs of the portfolio require that the security be sold.

**Fund Strategies**

Appropriate investment strategies shall be developed by fund category. The strategies must define the investment objectives for each fund type, with priority consideration being given to the suitability of the investment for the type of funds being invested, the preservation and safety of principal, liquidity, marketability, diversification, and yield. Investments shall be made in accordance with these objectives, and the maximum allowable stated maturity for any individual security may exceed one year provided legal limits are not exceeded.

The District shall have a similar investment strategy for each of the following covered funds:

1. General fund.
2. Special revenue fund(s)—including funds used to account for federal, state, and local grants, as well as the food service fund and the campus activity fund.
3. Debt service fund(s).
4. Capital project fund(s).
5. Proprietary fund(s)—including the funds used to account for the workers' compensation and medical self-insurance programs.
6. Trust and agency funds-including the student activity fund.

The District shall follow the investment strategies listed below (in order of importance) for each covered fund:

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1. Each investment option shall be reviewed to ensure understanding of the suitability of the investment to the financial requirements of the District;
2. Investments shall be selected that provide preservation and safety of invested funds;
3. Investment strategies for all covered funds shall have as their objective sufficient investment liquidity to timely meet obligations. Maturities longer than one year are authorized provided legal limits are not exceeded;
4. The investment shall be marketable if the need arises to liquidate invested funds before maturity;
5. The investment type shall be consistent with the Board's desired diversification of the investment portfolio; and
6. All invested funds of the District shall attain a rate of return commensurate with the District's investment risk constraints and the cash flow characteristics of the portfolio.

The District shall diversify its investments in all funds by security type and institution. The District shall consider purchase of high quality short-term to medium-term securities that will complement each other in a laddered or liability-matching portfolio structure.

**Prudence**

Investments shall be made with judgment and care—under circumstances then prevailing which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security’s credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

In determining whether an investment official has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the investment of all funds over which the official had responsibility rather than consideration as to the prudence of a single investment and, whether the investment decision was consistent with the District’s investment policy and written investment procedures.

**Ethics and Conflicts  
of Interest**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Officers and employees involved in the investment process shall sign annual statements agreeing to abide by this section of the investment policy and affirming no known conflicts of interest.

An officer or employee involved in the investment process has a personal business relationship with a business organization if:

1. The officer or employee owns ten percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
2. Funds received by the officer or employee from the business organization exceed ten percent of his/her gross income for the previous year;
3. The officer or employee has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for his/her personal account; or
4. The officer is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to transact investment business with the entity.

If the investment officer has a personal business relationship with a business organization, a disclosure statement must be filed with the Texas Ethics Commission.

**Authorized  
Investments**

From those investments authorized by law and described in CDA(LEGAL), the Board shall permit investment of District funds in the following investment types only, consistent with the strategies and maturities defined in this policy:

1. Obligations of the United States or its agencies and instrumentalities; direct obligations of the state of Texas or its agencies; other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the state of Texas, the United States, or its instrumentalities; including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States; obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to in-



vestment quality by a nationally recognized investment rating firm not less than A or its equivalent. *Gov't Code 2256.009*

2. Certificates of deposit or share certificates issued by a depository institution that has its main office or a branch office in Texas that is guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor and is secured by obligations described in item 1 above, including mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates or are secured in any other manner and amount provided by law for the deposits of the investment entity. *Gov't Code 2256.010*

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under Government Code 2256.010:

- a. The funds are invested by the District through a broker that has its main office or a branch office in this state and is selected from a list adopted by the District as required by Government Code 2256.025, or a depository institution that has its main office or a branch office in this state and that is selected by the District;
- b. The broker or depository institution selected by the District arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the District;
- c. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
- d. The District appoints the depository institution selected by the District, an entity described by Government Code 2257.041(d), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the District with respect to the certificates of deposit issued for the account of the District entity.

*Gov't Code 2256.010(b)*

3. Fully collateralized repurchase agreements that have a defined termination date, are secured by a combination of cash and obligations of the United States or its agencies and instrumentalities, require the securities being purchased by the District or cash held by the District to be pledged to the Dis-

trict, held in the District's name, and deposited with a third party selected and approved by the investment committee, and placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in the State of Texas. *Gov't Code 2256.011*

The District shall have a master repurchase agreement signed with the bank or dealer with whom all repurchase agreements are traded.

4. Commercial paper that has a stated maturity of 270 days or fewer from the date of issuance and is rated not less than A1-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies or by one nationally recognized credit rating agency provided the commercial paper is fully secured by an irrevocable letter of credit issued by a bank organized and existing under U.S. law or the law of any state; and to the extent that commercial paper is held through an investment pool and not as an individual issue through the District. *Gov't Code 2256.013.*
5. No-load money market mutual funds that are regulated by the Securities and Exchange Commission, and have a dollar-weighted average stated maturity of 90 days or fewer, are invested exclusively in obligations described by items 1–4 above, and include in their investment objectives the maintenance of a stable net asset value of \$1 for each share. Investments in mutual funds shall be limited to the percentages authorized by Government Code 2256.014(c). *Gov't Code 2256.014.*
6. A public funds investment pool meeting the requirements of Government Code 2256.016, are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, and are authorized by resolution or ordinance by the Board. In addition, a local government investment pool created to function as a money market mutual fund must mark its portfolio to the market daily and, to the extent reasonably possible, stabilize at \$1 net asset value. *Gov't Code 2256.016.*
7. Guaranteed investment contracts that have a defined termination date and are secured by obligations described by Government Code 2256.09(a)(1), excluding those obligations described by Government Code 2256.09(b), in an amount at least equal to the amount of bond proceeds invested under the contract; such obligations must be pledged to the District and held in the District's name with an approved third party. *Gov't Code 2256.015.*

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Corporate bonds are not an eligible investment for a public funds investment pool. *Gov't Code 2256.0204(g)*

**Sellers of  
Investments**

The investment officers will maintain a list of financial institutions, approved by the investment committee, who are authorized to provide investment services. Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]

Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC), and be in good standing with the Financial Industry Regulatory Authority (FINRA).

A periodic review, at least annually, of the financial condition and registration of new qualified bidders will be conducted by the investment committee. Recommendations will be provided for consideration by the Board as necessary.

**Monitoring Market  
Prices**

The investment officers shall keep the Board informed of significant declines in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, commercial or investment banks, financial advisors, and representatives/advisors of investment pools or money market funds. Monitoring shall be done monthly or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

**Monitoring Rating  
Changes**

In accordance with Government Code 2256.005(b), the investment officers shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

**Selection of  
Depository**

The Board shall select and designate a depository institution in accordance with CDA(LEGAL). The depository shall be selected based upon its solvency and stability of leadership as well as on the services provided. The depository shall be selected through a formalized bidding process in response to the District's request for bid (RFB) outlining all services required. Such services should provide the greatest flexibility for money management and should include online account management, positive pay accounts, purchasing card capabilities, and other services considered necessary by District management.

The District shall have the discretion to determine the time span for rebidding the depository contract; however, a three-year period will be the maximum length of time between bidding.

**Competitive Bidding**

It is the strategy of the District to require competitive bidding for all individual security purchases and sales except for:

1. Transactions with money market mutual funds and local government investment pools (which are deemed to be made at prevailing market rates);
2. Treasury and agency securities purchased at issue through an approved broker/dealer or financial institution; or
3. Automatic overnight "sweep" transactions with the District Depository.

At least three bids or offers must be solicited for all other transactions involving individual securities. The District's investment advisor is also required to solicit at least three bids or offers when transacting trades on the District's behalf. In situations where other dealers do not offer the exact security being offered, offers on the closest comparable investment may be used to establish a fair market price for the security.

**Collateral**

The investment officers shall ensure that all District funds (principal and accrued interest) are fully collateralized to 110 percent or insured in one or more of the following manners:

1. FDIC insurance coverage; and/or
2. 110 percent of the uninsured value in obligations of the United States or its agencies or instrumentalities or other authorized securities as outlined in item 4 below.
3. All pledged securities shall be held in safekeeping by the District, in a custodial account approved by the District in a third party financial institution, or with a Federal Reserve Bank. The third party custodian shall be required to issue safekeeping receipts directly to the District and to provide a monthly listing of each specific security, rate, description, maturity, CUSIP number, and other information as may be deemed necessary and appropriate by the District. In order to anticipate market changes and provide a level of additional security for all funds, the collateralization level required shall be 110 percent of the market value. The bank shall be liable for pricing securities and providing 110 percent collateralization.
4. Pledged securities shall be limited to only those items which are specifically permitted as approved investment instruments within the definitions of this policy. Should a pledged security fail to meet this requirement, it shall be the sole responsibility of the financial institution to immediately, without notice from



the District or cost to the District, replace any such nonconforming security.

**Safekeeping and Custody**

Safekeeping and custody of securities and collateral shall be in accordance with state law. It shall be the District's intent to place securities and collateral in the possession of a third party custodian designated by the District where feasible, and held in the District's name as evidenced by safekeeping receipts of the institution with which the securities are deposited.

All investment transactions except investment pool funds and mutual funds will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. That is, funds shall not be wired or paid until verification has been made that the Trustee received the securities or collateral.

**Diversification**

The District shall diversify its investments by security type and institution. The asset mix of the District's portfolio is expressed in terms of maximum commitment so as to allow sufficient flexibility to take advantage of market considerations within the context of this policy. The asset mix requirements are as follows:

Money Market Accounts	60% (maximum)
Certificates of Deposit	25% (maximum)
U.S. Treasury Obligations	100% (maximum)
U.S. Government Securities	100% (maximum)
Repurchase Agreements	15% (maximum)
Public Funds Investment Pools	100% (maximum)
Commercial Paper	25% (maximum)
Guaranteed Investment Contracts	60% (maximum)

**Maximum Maturity**

To the extent possible, the District shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the District shall not directly invest in securities maturing more than 36 months from the date of purchase. However, securities with a maturity of greater than 12 months shall not exceed ten percent of the total portfolio, and shall be approved by the Board before purchase.

Bond proceeds and debt service funds may be invested in securities exceeding 12 months if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

**Arbitrage**

The Tax Reform Act of 1986 provided limitations restricting the amount of income that could be generated from the investment of tax-exempt General Obligation Bond proceeds and debt service

income. The arbitrage rebate provisions require that the District compute earnings on investment from each issue of bonds on an annual basis to determine if a rebate is required. To determine the District's arbitrage position, the District is required to perform specific calculations relative to the actual yield earned on the investment of the funds and the yield that could have been earned if the funds had been invested at a rate equal to the yield on the bonds sold by the District. The rebate provision states that periodically (not less than once every five years, and not later than 60 days after the maturity of the bonds), the District is required to pay the U.S. Treasury a rebate of excess earnings based on the District being in a positive arbitrage position. The Tax Reform restrictions require precision in the monitoring and recording of investments as a whole, and particularly as relates to yields and computations so as to ensure compliance. Failure to comply can dictate that the bonds become taxable, retroactively from the date of issue.

The District's investment position relative to arbitrage is the continued pursuit of maximizing the yield on applicable investments while ensuring the safety of capital and liquidity. It is a fiscally sound position to continue maximization of yield and rebate excess earnings, if necessary.

**Benchmark**

The District's investment strategy is a passive one, in that the majority of securities shall be purchased and held to maturity. Additionally, cash inflows and outflows shall be monitored daily. Given this strategy, the basis used by the investment officers to determine whether market yields are being achieved shall be the Two-Year U.S. Treasury Bill and the average Fed Funds rate.

**Internal Control**

The investment portfolio, as well as compliance with this policy, shall be reviewed quarterly by the investment committee and annually by the District's external auditor in conjunction with the annual audit of the District's financial statements.

**Investment Committee**

The investment committee shall review the investment strategies annually and make recommendations for revision as necessary. The investment committee includes, but is not limited to, the Superintendent, the chief financial officer, the director of finance, the budget and treasury officer, the financial advisor, Board financial audit committee (nonvoting), and up to two investment bankers.

**Quality of Investment Management**

Designated investment officers of the District shall participate in periodic training through courses and seminars offered by professional organizations, associations, and other independent sources approved by the investment committee to ensure the quality and capability of investment management in compliance with the Public Funds Investment Act.

### **Investment Training**

Within 12 months after taking office or assuming duties, designated investment officers of the District shall attend at least one training session from an independent source approved either by the Board or by the investment committee advising the investment officers. This initial training must contain at least ten hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. *Gov't Code 2256.008(a)*

The investment officers must also attend an investment training session not less than once in a two-year period that begins on the first day of the District's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than ten hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the Board or the investment committee advising the investment officers. If the District has contracted with another investing entity to invest the District's funds, this training requirement may be satisfied by having a Board officer attend four hours of appropriate instruction in a two-year period that begins on the first day of the District's fiscal year and consists of the two consecutive fiscal years after that date. *Gov't Code 2256.008(a), (b)*

Investment training shall include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Government Code, Chapter 2256. *Gov't Code 2256.008(c)*

### **Reporting**

Investment performance shall be regularly monitored by investment staff and reported to the Board. Month-end market prices on each security will be obtained by the Budget and Treasury Officer from a variety of nationally recognized securities databases (e.g., the Wall Street Journal, Bloomberg, etc.). These prices will be recorded in the District's portfolio database and included in all management reports where necessary as well as the District's Comprehensive Annual Financial Report.

Not less than quarterly the investment officers will submit to the Board a written report of the status of the current investment portfolio. The report must meet the requirements of Chapter 2256 of the Government Code (Public Funds Investment Act) and:

1. Describe in detail the investment position of the District on the date of the report;
2. Be prepared jointly by all investment officers of the District;
3. Be signed by each investment officer of the District;

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4. Contain a summary statement for each pooled fund group that states the beginning market value for the period and the ending market value for the period;
5. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and type of fund, and type of institution;
6. Percent of portfolio by type of asset, fund, and institution will be provided;
7. State the maturity date of each separately invested asset that has a maturity date;
8. State the account or fund or pooled fund group for which each individual investment was acquired; and
9. State the compliance of the investment portfolio as it relates to the investment strategy and relevant provisions of this policy and the Public Funds Investment Act.

An independent auditor shall formally review the quarterly reports prepared under this section at least annually, and that auditor shall report the results of the review to the Board.

**Annual  
Compliance  
Audit**

In conjunction with the annual financial audit, a compliance audit shall be performed that includes an audit of management controls on investments and adherence to the District's established policy.

**Investment Policy  
Approval**

The District's investment policy shall be adopted by resolution of the Board. The policy shall be reviewed annually and approved by the Board.





# REVISED

OTHER REVENUES  
INVESTMENTS

CDA  
(LOCAL)

<b>Policy</b>	It is the policy of the District to invest public funds in a manner that ensures the safety of invested funds, maintains sufficient liquidity to provide for the daily needs of the District, and achieves maximum yield in relation to the risk assumed. Safety of invested principal, however, remains highest in priority.
<b>Investment Authority</b>	The chief financial officer, the budget and treasury officer, and the director of finance shall serve as the investment officers of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures.
<b>Scope</b>	This investment policy applies to all financial assets of the District. These funds are accounted for in the District's comprehensive annual financial report and include:
General Fund	The general fund usually includes transactions as a result of revenues from local maintenance taxes, Foundation School Program entitlements, and other locally generated sources.
Special Revenue Funds	Special revenue funds are governmental funds used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes.
Debt Service Funds	A debt service fund is a governmental fund, with budgetary control, that must be used to account for general long-term debt principal and interest for debt issues and other long-term debts for which a tax has been dedicated.
Capital Projects Funds	A capital projects fund is a governmental fund that must be used to account, on a project basis, for projects financed by the proceeds from bond issues, or for capital projects otherwise mandated to be accounted for in this fund.
Internal Service Funds	Internal service funds are proprietary funds accounted for on the accrual basis.
Trust and Custodial Agency Funds	This group of funds is used to account for assets held by a school district in a trustee capacity of the District, or as an agent for individuals, private organizations, other governmental units and/or other funds. This fund type consists of expendable trust funds, nonexpendable trust funds, pension trust funds and <del>custodial agency</del> funds.
<b>Texas Teacher Retirement Fund</b>	<p>The Texas Teacher Retirement Fund shall not be covered by this policy.</p> <p>All employees of the District employed for one-half or more of the standard work load, and who are not exempted from membership under Government Code, Section 822.002, are required to partici-</p>

pate in the Teacher Retirement System of Texas, a multiple-employer public employee retirement system. It is a cost-sharing public employee retirement system with one exception—all risks and costs are not shared by the District, but are the liability of the state of Texas, and as such, all investments are maintained by the Teacher Retirement System.

**Objectives**

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

Safety

1. Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
  - a. The District will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer, by:
    - (1) Limiting investments to the types of securities listed in this investment policy;
    - (2) Pre-qualifying the financial institutions, brokers/dealers, and advisors with which the District will do business in accordance with this policy; and
    - (3) Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.
  - b. To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.

The District shall monitor interest rate risk using weighted average maturity and specific identification.

Liquidity

2. The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). Alternatively, a portion of the portfolio may be placed in money market mutual funds or

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local government investment pools that offer same-day liquidity for short-term funds.

Yield

3. The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:
  - a. A security with declining credit may be sold early to minimize loss of principal.
  - b. A security swap would improve the quality, yield, or target duration in the portfolio.
  - c. Liquidity needs of the portfolio require that the security be sold.

**Fund Strategies**

Appropriate investment strategies shall be developed by fund category. The strategies must define the investment objectives for each fund type, with priority consideration being given to the suitability of the investment for the type of funds being invested, the preservation and safety of principal, liquidity, marketability, diversification, and yield. Investments shall be made in accordance with these objectives, and the maximum allowable stated maturity for any individual security may exceed one year provided legal limits are not exceeded.

The District shall have a similar investment strategy for each of the following covered funds:

1. General fund.
2. Special revenue fund(s)—including funds used to account for federal, state, and local grants, as well as the food service fund and the campus activity fund.
3. Debt service fund(s).
4. Capital project fund(s).
5. Proprietary fund(s)—including the funds used to account for the workers' compensation and medical self-insurance programs.
6. Trust and ~~custodial~~agency funds—including the student activity fund.



The District shall follow the investment strategies listed below (in order of importance) for each covered fund:

1. Each investment option shall be reviewed to ensure understanding of the suitability of the investment to the financial requirements of the District;
2. Investments shall be selected that provide preservation and safety of invested funds;
3. Investment strategies for all covered funds shall have as their objective sufficient investment liquidity to timely meet obligations. Maturities longer than one year are authorized provided legal limits are not exceeded;
4. The investment shall be marketable if the need arises to liquidate invested funds before maturity;
5. The investment type shall be consistent with the Board's desired diversification of the investment portfolio; and
6. All invested funds of the District shall attain a rate of return commensurate with the District's investment risk constraints and the cash flow characteristics of the portfolio.

The District shall diversify its investments in all funds by security type and institution. The District shall consider purchase of high quality short-term to medium-term securities that will complement each other in a laddered or liability-matching portfolio structure.

### **Prudence**

Investments shall be made with judgment and care—under circumstances then prevailing which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

In determining whether an investment official has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the investment of all funds over which the official had responsibility rather than consideration as to the prudence of a single investment and, whether the invest-

ment decision was consistent with the District's investment policy and written investment procedures.

**Ethics and Conflicts  
of Interest**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Officers and employees involved in the investment process shall sign annual statements agreeing to abide by this section of the investment policy and affirming no known conflicts of interest.

An officer or employee involved in the investment process has a personal business relationship with a business organization if:

1. The officer or employee owns ten percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
2. Funds received by the officer or employee from the business organization exceed ten percent of his/her gross income for the previous year;
3. The officer or employee has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for his/her personal account; or
4. The officer is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to transact investment business with the entity.

If the investment officer has a personal business relationship with a business organization, a disclosure statement must be filed with the Texas Ethics Commission.

**Authorized  
Investments**

From those investments authorized by law and described [further](#) in CDA(LEGAL) [under Authorized Investments](#),~~;~~ the Board shall permit investment of District funds, [including bond proceeds and pledged revenue to the extent allowed by law](#), in [only](#) the following investment types~~-only~~, consistent with the strategies and maturities defined in this policy:

1. Obligations of the United States or its agencies and instrumentalities; direct obligations of the state of Texas or its agencies; other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the state of Texas, the United States, or its instrumentalities; including obligations that are

fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States; obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent. *Gov't Code 2256.009*

2. Certificates of deposit or share certificates issued by a depository institution that has its main office or a branch office in Texas that is guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor and is secured by obligations described in item 1 above, including mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates or are secured in any other manner and amount provided by law for the deposits of the investment entity. *Gov't Code 2256.010*

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under Government Code 2256.010:

- a. The funds are invested by the District through a broker that has its main office or a branch office in this state and is selected from a list adopted by the District as required by Government Code 2256.025, or a depository institution that has its main office or a branch office in this state and that is selected by the District;
- b. The broker or depository institution selected by the District arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the District;
- c. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
- d. The District appoints the depository institution selected by the District, an entity described by Government Code 2257.041(d), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the District with respect to the certificates of deposit issued for the account of the District entity.

*Gov't Code 2256.010(b)*

3. Fully collateralized repurchase agreements that have a defined termination date, are secured by a combination of cash and obligations of the United States or its agencies and instrumentalities, require the securities being purchased by the District or cash held by the District to be pledged to the District, held in the District's name, and deposited with a third party selected and approved by the investment committee, and placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in the State of Texas. *Gov't Code 2256.011*

The District shall have a master repurchase agreement signed with the bank or dealer with whom all repurchase agreements are traded.

4. Commercial paper that has a stated maturity of 270 days or fewer from the date of issuance and is rated not less than A1-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies or by one nationally recognized credit rating agency provided the commercial paper is fully secured by an irrevocable letter of credit issued by a bank organized and existing under U.S. law or the law of any state; and to the extent that commercial paper is held through an investment pool and not as an individual issue through the District. *Gov't Code 2256.013.*

1. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.

- ~~5. No-load money market mutual funds that are regulated by the Securities and Exchange Commission, and have a dollar-weighted average stated maturity of 90 days or fewer, are invested exclusively in obligations described by items 1-4 above, and include in their investment objectives the maintenance of a stable net asset value of \$1 for each share. Investments in mutual funds shall be limited to the percentages authorized by Government Code 2256.014(c). Gov't Code 2256.014.~~

- ~~6.5.~~ A public funds investment pool meeting the requirements of Government Code 2256.016, are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, and are authorized by resolution or ordinance by the Board. In addition, a local government investment pool created to function as a money market mutual fund must mark its portfolio to the market daily and, to the extent reasonably possible, stabilize at \$1 net asset value. *Gov't Code 2256.016.*



- ~~7.6.~~ Guaranteed investment contracts that have a defined termination date and are secured by obligations described by Government Code 2256.09(a)(1), excluding those obligations described by Government Code 2256.09(b), in an amount at least equal to the amount of bond proceeds invested under the contract; such obligations must be pledged to the District and held in the District's name with an approved third party. *Gov't Code 2256.015.*

Corporate bonds are not an eligible investment for a public funds investment pool. *Gov't Code 2256.0204(g)*

**Sellers of  
Investments**

The investment officers will maintain a list of financial institutions, approved by the investment committee, who are authorized to provide investment services. Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]

Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC); and be in good standing with the Financial Industry Regulatory Authority (FINRA).

A periodic review, at least annually, of the financial condition and registration of new qualified bidders will be conducted by the investment committee. Recommendations will be provided for consideration by the Board as necessary.

**Monitoring Market  
Prices**

The investment officers shall keep the Board informed of significant declines in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, commercial or investment banks, financial advisors, and representatives/advisors of investment pools or money market funds. Monitoring shall be done monthly or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

**Monitoring Rating  
Changes**

In accordance with Government Code 2256.005(b), the investment officers shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

**Selection of  
Depository**

The Board shall select and designate a depository institution in accordance with CDA(LEGAL). The depository shall be selected based upon its solvency and stability of leadership as well as on the services provided. The depository shall be selected through a formalized bidding process in response to the District's request for

bid (RFB) outlining all services required. Such services should provide the greatest flexibility for money management and should include online account management, positive pay accounts, purchasing card capabilities, and other services considered necessary by District management.

The District shall have the discretion to determine the time span for rebidding the depository contract; however, a three-year period will be the maximum length of time between bidding.

**Competitive Bidding**

It is the strategy of the District to require competitive bidding for all individual security purchases and sales except for:

1. Transactions with money market mutual funds and local government investment pools (which are deemed to be made at prevailing market rates);
2. Treasury and agency securities purchased at issue through an approved broker/dealer or financial institution; or
3. Automatic overnight "sweep" transactions with the District Depository.

At least three bids or offers must be solicited for all other transactions involving individual securities. The District's investment advisor is also required to solicit at least three bids or offers when transacting trades on the District's behalf. In situations where other dealers do not offer the exact security being offered, offers on the closest comparable investment may be used to establish a fair market price for the security.

**Collateral**

The investment officers shall ensure that all District funds (principal and accrued interest) are fully collateralized to 110 percent or insured in one or more of the following manners:

1. FDIC insurance coverage; and/or
2. 110 percent of the uninsured value in obligations of the United States or its agencies or instrumentalities or other authorized securities as outlined in item 4 below.
3. All pledged securities shall be held in safekeeping by the District, in a custodial account approved by the District in a third party financial institution, or with a Federal Reserve Bank. The third party custodian shall be required to issue safekeeping receipts directly to the District and to provide a monthly listing of each specific security, rate, description, maturity, CUSIP number, and other information as may be deemed necessary and appropriate by the District. In order to anticipate market changes and provide a level of additional security

for all funds, the collateralization level required shall be 110 percent of the market value. The bank shall be liable for pricing securities and providing 110 percent collateralization.

4. Pledged securities shall be limited to only those items which are specifically permitted as approved investment instruments within the definitions of this policy. Should a pledged security fail to meet this requirement, it shall be the sole responsibility of the financial institution to immediately, without notice from the District or cost to the District, replace any such nonconforming security.

**Safekeeping and Custody**

Safekeeping and custody of securities and collateral shall be in accordance with state law. It shall be the District's intent to place securities and collateral in the possession of a third party custodian designated by the District where feasible, and held in the District's name as evidenced by safekeeping receipts of the institution with which the securities are deposited.

All investment transactions except investment pool funds and mutual funds will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. That is, funds shall not be wired or paid until verification has been made that the Trustee received the securities or collateral.

**Diversification**

The District shall diversify its investments by security type and institution. The asset mix of the District's portfolio is expressed in terms of maximum commitment so as to allow sufficient flexibility to take advantage of market considerations within the context of this policy. The asset mix requirements are as follows:

Money Market Accounts	60% (maximum)
Certificates of Deposit	25% (maximum)
U.S. Treasury Obligations	100% (maximum)
U.S. Government Securities	100% (maximum)
Repurchase Agreements	15% (maximum)
Public Funds Investment Pools	100% (maximum)
Commercial Paper	25% (maximum)
Guaranteed Investment Contracts	60% (maximum)

**Maximum Maturity**

To the extent possible, the District shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the District shall not directly invest in securities maturing more than 36 months from the date of purchase. However, securities with a maturity of greater than 12 months shall not exceed ten percent of the total portfolio, and shall be approved by the Board before purchase.

Bond proceeds and debt service funds may be invested in securities exceeding 12 months if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

**Arbitrage**

The Tax Reform Act of 1986 provided limitations restricting the amount of income that could be generated from the investment of tax-exempt General Obligation Bond proceeds and debt service income. The arbitrage rebate provisions require that the District compute earnings on investment from each issue of bonds on an annual basis to determine if a rebate is required. To determine the District's arbitrage position, the District is required to perform specific calculations relative to the actual yield earned on the investment of the funds and the yield that could have been earned if the funds had been invested at a rate equal to the yield on the bonds sold by the District. The rebate provision states that periodically (not less than once every five years, and not later than 60 days after the maturity of the bonds), the District is required to pay the U.S. Treasury a rebate of excess earnings based on the District being in a positive arbitrage position. The Tax Reform restrictions require precision in the monitoring and recording of investments as a whole, and particularly as relates to yields and computations so as to ensure compliance. Failure to comply can dictate that the bonds become taxable, retroactively from the date of issue.

The District's investment position relative to arbitrage is the continued pursuit of maximizing the yield on applicable investments while ensuring the safety of capital and liquidity. It is a fiscally sound position to continue maximization of yield and rebate excess earnings, if necessary.

**Benchmark**

The District's investment strategy is a passive one, in that the majority of securities shall be purchased and held to maturity. Additionally, cash inflows and outflows shall be monitored daily. Given this strategy, the basis used by the investment officers to determine whether market yields are being achieved shall be the Two-Year U.S. Treasury Bill and the average Fed Funds rate.

**Internal Control**

The investment portfolio, as well as compliance with this policy, shall be reviewed quarterly by the investment committee and annually by the District's external auditor in conjunction with the annual audit of the District's financial statements.

**Investment  
Committee**

The investment committee shall review the investment strategies annually and make recommendations for revision as necessary. The investment committee includes, but is not limited to, the Superintendent, the chief financial officer, the director of finance, the budget and treasury officer, the financial advisor, Board financial audit committee (nonvoting), and up to two investment bankers.



**Quality of  
Investment  
Management**

Designated investment officers of the District shall participate in periodic training through courses and seminars offered by professional organizations, associations, and other independent sources approved by the investment committee to ensure the quality and capability of investment management in compliance with the Public Funds Investment Act.

**Investment Training**

Within 12 months after taking office or assuming duties, designated investment officers of the District shall attend at least one training session from an independent source approved either by the Board or by the investment committee advising the investment officers. This initial training must contain at least ten hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. *Gov't Code 2256.008(a)*

The investment officers must also attend an investment training session not less than once in a two-year period that begins on the first day of the District's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than ten hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the Board or the investment committee advising the investment officers. If the District has contracted with another investing entity to invest the District's funds, this training requirement may be satisfied by having a Board officer attend four hours of appropriate instruction in a two-year period that begins on the first day of the District's fiscal year and consists of the two consecutive fiscal years after that date. *Gov't Code 2256.008(a), (b)*

Investment training shall include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Government Code, Chapter 2256. *Gov't Code 2256.008(c)*

**Reporting**

Investment performance shall be regularly monitored by investment staff and reported to the Board. Month-end market prices on each security will be obtained by the Budget and Treasury Officer from a variety of nationally recognized securities databases (e.g., the Wall Street Journal, Bloomberg, etc.). These prices will be recorded in the District's portfolio database and included in all management reports where necessary as well as the District's Comprehensive Annual Financial Report.

Not less than quarterly the investment officers will submit to the Board a written report of the status of the current investment portfolio. The report must meet the requirements of Chapter 2256 of the Government Code (Public Funds Investment Act) and:

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1. Describe in detail the investment position of the District on the date of the report;
2. Be prepared jointly by all investment officers of the District;
3. Be signed by each investment officer of the District;
4. Contain a summary statement for each pooled fund group that states the beginning market value for the period and the ending market value for the period;
5. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and type of fund, and type of institution;
6. Percent of portfolio by type of asset, fund, and institution will be provided;
7. State the maturity date of each separately invested asset that has a maturity date;
8. State the account or fund or pooled fund group for which each individual investment was acquired; and
9. State the compliance of the investment portfolio as it relates to the investment strategy and relevant provisions of this policy and the Public Funds Investment Act.

An independent auditor shall formally review the quarterly reports prepared under this section at least annually, and that auditor shall report the results of the review to the Board.

**Annual  
Compliance  
Audit**

In conjunction with the annual financial audit, a compliance audit shall be performed that includes an audit of management controls on investments and adherence to the District's established policy.

**Investment Policy  
Approval**

The District's investment policy shall be adopted by resolution of the Board. The policy shall be reviewed annually and approved by the Board.



# CURRENT

## PURCHASING AND ACQUISITION

CH  
(LOCAL)

### **Purchasing Authority**

The Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services in accordance with CH(LEGAL) or CBB(LEGAL) or any lawful method.

### Purchasing Method

The Board delegates to the Superintendent or designee the authority to determine the method of purchasing in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate.

### *Competitive Bidding*

If competitive bidding is chosen as the purchasing method, the Superintendent or designee shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

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

### *Competitive Sealed Proposals*

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

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

### Electronic Bids or Proposals

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

### **Responsibility for Debts**

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board



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shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

**Purchase  
Commitments**

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

**Personal Purchases**

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

**Purchasing  
Authority**

The Board delegates to the Superintendent ~~or designee~~ the authority to make budgeted purchases for goods or services in accordance with CH(LEGAL) or CBB(LEGAL) or any lawful method.

*Purchasing  
Procedures*

The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]

*Purchasing Method*

The Board delegates to the Superintendent ~~or designee~~ the authority to determine the method of purchasing in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate.

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

**Personal Purchases**

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

**Emergency  
Operations Plan**

The Superintendent shall ensure updating of the District's Emergency Operations Plan and ongoing staff training.

As required by law, the emergency operations plan shall include the District's procedures addressing reasonable security measures when District property is used as a polling place.





## Emergency Operations Plan

The Superintendent shall ensure updating of the District's ~~Emergency Operations Plan~~ **emergency operations plan** and ongoing staff training.

As required by law, the emergency operations plan shall include the District's procedures addressing:

1. ~~Reasonable~~ **Reasonable** security measures when District property is used as a polling place;
2. **Response to an active shooter emergency; and**

**Access to campus buildings and materials necessary for a substitute teacher to carry out the duties of a District employee during an emergency or an emergency drill.**



**School Resource  
Officers**

To implement the District's comprehensive safety programs, the District has entered into an agreement with a local law enforcement agency for school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.

Training

All school resource officers shall receive at least the minimum amount of education and training required by law.





**School Resource  
Officers**

To implement the District's comprehensive safety programs, the District has entered into an agreement with a local law enforcement agency for school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.

A school resource officer shall perform duties as described in the agreement and as included in the District improvement plan and the Student Code of Conduct. A school resource officer shall not be assigned routine classroom discipline or administrative tasks.

Training

All school resource officers shall receive at least the minimum amount of education and training required by law.

[See CKEC]



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**Note:** For Board member use of District technology resources, see BBI. For student use of personal electronic devices, see FNCE.

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For purposes of this policy, "technology resources" means electronic communication systems and electronic equipment.

**Availability of Access**

Access to the District's technology resources, including the internet, shall be made available to students and employees primarily for instructional and administrative purposes and in accordance with administrative regulations.

Limited Personal Use

Limited personal use of the District's technology resources shall be permitted if the use:

1. Imposes no tangible cost on the District;
2. Does not unduly burden the District's technology resources; and
3. Has no adverse effect on an employee's job performance or on a student's academic performance.

Use by Members of the Public

Access to the District's technology resources, including the internet, shall be made available to members of the public, in accordance with administrative regulations. Such use shall be permitted so long as the use:

1. Imposes no tangible cost on the District; and
2. Does not unduly burden the District's technology resources.

**Acceptable Use**

The Superintendent or designee shall develop and implement administrative regulations, guidelines, and user agreements consistent with the purposes and mission of the District and with law and policy.

Access to the District's technology resources is a privilege, not a right. All users shall be required to acknowledge receipt and understanding of all administrative regulations governing use of the District's technology resources and shall agree in writing to allow monitoring of their use and to comply with such regulations and guidelines. Noncompliance may result in suspension of access or termination of privileges and other disciplinary action consistent with District policies. [See DH, FN series, FO series, and the Student Code of Conduct] Violations of law may result in criminal prosecution as well as disciplinary action by the District.

**Internet Safety**

The Superintendent or designee shall develop and implement an internet safety plan to:

TECHNOLOGY RESOURCES

CQ  
(LOCAL)

1. Control students' access to inappropriate materials, as well as to materials that are harmful to minors;
2. Ensure student safety and security when using electronic communications;
3. Prevent unauthorized access, including hacking and other unlawful activities;
4. Restrict unauthorized disclosure, use, and dissemination of personally identifiable information regarding students; and
5. Educate students about cyberbullying awareness and response and about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms.

**Filtering**

Each District computer with internet access and the District's network systems shall have filtering devices or software that blocks access to visual depictions that are obscene, pornographic, inappropriate for students, or harmful to minors, as defined by the federal Children's Internet Protection Act and as determined by the Superintendent or designee.

The Superintendent or designee shall enforce the use of such filtering devices. Upon approval from the Superintendent or designee, an administrator, supervisor, or other authorized person may disable the filtering device for bona fide research or other lawful purpose.

**Monitored Use**

Electronic mail transmissions and other use of the District's technology resources by students, employees, and members of the public shall not be considered private. Designated District staff shall be authorized to monitor the District's technology resources at any time to ensure appropriate use.

**Disclaimer of Liability**

The District shall not be liable for users' inappropriate use of the District's technology resources, violations of copyright restrictions or other laws, users' mistakes or negligence, and costs incurred by users. The District shall not be responsible for ensuring the availability of the District's technology resources or the accuracy, age appropriateness, or usability of any information found on the internet.

**Record Retention**

A District employee shall retain electronic records, whether created or maintained using the District's technology resources or using personal technology resources, in accordance with the District's record management program. [See CPC]

**Electronically Signed Documents**

At the District's discretion, the District may make certain transactions available online, including student admissions documents,



student grade and performance information, contracts for goods and services, and employment documents.

To the extent the District offers transactions electronically, the District may accept electronic signatures in accordance with this policy.

When accepting electronically signed documents or digital signatures, the District shall comply with rules adopted by the Department of Information Resources, to the extent practicable, to:

- Authenticate a digital signature for a written electronic communication sent to the District;
- Maintain all records as required by law;
- Ensure that records are created and maintained in a secure environment;
- Maintain appropriate internal controls on the use of electronic signatures;
- Implement means of confirming transactions; and
- Train staff on related procedures as necessary.

**Security Breach  
Notification**

Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach to affected persons or entities in accordance with the time frames established by law.

The District shall give notice by using one or more of the following methods:

1. Written notice.
2. Electronic mail, if the District has electronic mail addresses for the affected persons.
3. Conspicuous posting on the District's website.
4. Publication through broadcast media.



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**Note:** For Board member use of District technology resources, see BBI. For student use of personal electronic devices, see FNCE.

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For purposes of this policy, “technology resources” means electronic communication systems and electronic equipment.

**Availability of Access**

Access to the District’s technology resources, including the internet, shall be made available to students and employees primarily for instructional and administrative purposes and in accordance with administrative regulations.

Limited Personal Use

Limited personal use of the District’s technology resources shall be permitted if the use:

1. Imposes no tangible cost on the District;
2. Does not unduly burden the District’s technology resources; and
3. Has no adverse effect on an employee’s job performance or on a student’s academic performance.

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Access to the District’s technology resources, including the internet, shall be made available to members of the public, in accordance with administrative regulations. Such use shall be permitted so long as the use:

1. Imposes no tangible cost on the District; and
2. Does not unduly burden the District’s technology resources.

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The Superintendent ~~or designee~~ shall develop and implement administrative regulations, guidelines, and user agreements consistent with the purposes and mission of the District and with law and policy.

Access to the District’s technology resources is a privilege, not a right. All users shall be required to acknowledge receipt and understanding of all administrative regulations governing use of the District’s technology resources and shall agree in writing to allow monitoring of their use and to comply with such regulations and guidelines. Noncompliance may result in suspension of access or termination of privileges and other disciplinary action consistent with District policies. [See DH, FN series, FO series, and the Student Code of Conduct] Violations of law may result in criminal prosecution as well as disciplinary action by the District.

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The Superintendent ~~or designee~~ shall develop and implement an internet safety plan to:

1. Control students' access to inappropriate materials, as well as to materials that are harmful to minors;
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**Record Retention**

A District employee shall retain electronic records, whether created or maintained using the District's technology resources or using personal technology resources, in accordance with the District's record management program. [See CPC]

**Electronically Signed Documents**

At the District's discretion, the District may make certain transactions available online, including student admissions documents,

student grade and performance information, contracts for goods and services, and employment documents.

To the extent the District offers transactions electronically, the District may accept electronic signatures in accordance with this policy.

When accepting electronically signed documents or digital signatures, the District shall comply with rules adopted by the Department of Information Resources, to the extent practicable, to:

- Authenticate a digital signature for a written electronic communication sent to the District;
- Maintain all records as required by law;
- Ensure that records are created and maintained in a secure environment;
- Maintain appropriate internal controls on the use of electronic signatures;
- Implement means of confirming transactions; and
- Train staff on related procedures as necessary.

**Security Breach  
Notification**

~~Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach to affected persons or entities in accordance with the time frames established by law.~~

~~The District shall give notice by using one or more of the following methods:~~

- ~~1. Written notice.~~
- ~~2. Electronic mail, if the District has electronic mail addresses for the affected persons.~~
- ~~3. Conspicuous posting on the District's website.~~
- 4.1. Publication through broadcast media.



- Plan** The District shall develop a cybersecurity plan to secure the District's cyberinfrastructure against a cyberattack or any other cybersecurity incidents, determine cybersecurity risk, and implement appropriate mitigation planning.
- Coordinator** The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency (TEA) in cybersecurity matters and as required by law report to TEA breaches of system security.
- Training** Each District employee and Board member shall annually complete the cybersecurity training program designated by the District. The District shall verify and report compliance with staff training requirements to the Department of Information Resources. Additionally, the District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.
- Security Breach Notifications** Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach to affected persons or entities in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:
1. Written notice.
  2. Email, if the District has email addresses for the affected persons.
  3. Conspicuous posting on the District's websites.
  4. Publication through broadcast media.
- The District's cybersecurity coordinator shall disclose a breach involving sensitive, protected, or confidential student information to TEA and parents in accordance with law.

# CURRENT

REDUCTION IN FORCE  
FINANCIAL EXIGENCY

DFFA  
(LOCAL)

## Plan to Reduce Personnel Costs

If the Superintendent determines that there is a need to reduce personnel costs, the Superintendent shall develop, in consultation with the Board as necessary, a plan for reducing costs that may include one or more of the following:

- Salary reductions [see DEA];
- Furloughs, if the District has received from the commissioner of education certification of a reduction in funding under Education Code 42.009 [see CBA and DEA];
- Reductions in force of contract personnel due to financial exigency, if the District meets the standard for declaring a financial exigency as defined by the commissioner [see CEA and provisions at REDUCTION IN FORCE DUE TO FINANCIAL EXIGENCY, below];
- Reductions in force of contract personnel due to program change [see DFFB]; or
- Other means of reducing personnel costs.

A plan to reduce personnel costs may include the reduction of personnel employed pursuant to employment arrangements not covered at APPLICABILITY, below.

- See DCD for the termination at any time of at-will employment.
- See DFAB for the termination of a probationary contract at the end of the contract period.
- See DFCA for the termination of a continuing contract, if applicable.
- See DCE for the termination at the end of the contract period of a contract not governed by Chapter 21 of the Education Code.

## Reduction in Force Due to Financial Exigency

Applicability

The following provisions shall apply when a reduction in force due to financial exigency requires:

1. The nonrenewal or termination of a term contract;
2. The termination of a probationary contract during the contract period; or
3. The termination of a contract not governed by Chapter 21 of the Education Code during the contract period.

## Definitions

Definitions used in this policy are as follows:

1. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.
2. "Discharge" shall mean termination of a contract during the contract period.

**General Grounds**

A reduction in force may take place when the Superintendent recommends and the Board adopts a resolution declaring a financial exigency. [See CEA] A determination of financial exigency constitutes sufficient reason for nonrenewal or sufficient cause for discharge.

**Employment Areas**

When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected.

Employment areas may include, for example:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education.
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.
5. Counseling programs.
6. Library programs.
7. Nursing and other health services programs.
8. An educational support program that does not provide direct instruction to students.
9. Other District-wide programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

1. Combined or adjusted (e.g., “elementary programs” and “compensatory education programs” can be combined to identify an employment area of “elementary compensatory education programs”); and/or
2. Applied on a District-wide or campus-wide basis (e.g., “the counseling program at [named elementary campus]”).

The Board shall determine the employment areas to be affected.

**Criteria for Decision**

The Superintendent or designee shall apply the following criteria to the employees within an affected employment area when a reduction in force will not result in the nonrenewal or discharge of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
2. Performance: Effectiveness, as reflected by:
  - a. The most recent formal appraisal and, if available, consecutive formal appraisals from more than one year [see DNA]; and
  - b. Any other written evaluative information, including disciplinary information, from the last 36 months.

If the Superintendent or designee at his or her discretion decides that the documented performance differences between two or more employees are too insubstantial to rely upon, he or she may proceed to apply the remaining criteria in the order listed below.

3. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
4. Professional Background: Professional education and work experience related to the current or projected assignment.
5. Seniority: Length of service in the District, as measured from the employee’s most recent date of hire.

REDUCTION IN FORCE  
FINANCIAL EXIGENCY

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Superintendent Recommendation	The Superintendent shall recommend to the Board the nonrenewal or discharge of the identified employees within the affected employment areas.
Board Vote	<p>After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal or discharge, as appropriate.</p> <p>If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).</p> <p>If the Board votes to propose discharge of one or more employees, the Board shall determine whether the hearing will be conducted by a TEA-appointed hearing examiner [see DFD] or will be a local hearing under Education Code 21.207 [see DFBB].</p>
Notice	<p>The Superintendent or designee shall provide each employee written notice of the proposed nonrenewal or discharge, as applicable. The notice shall include:</p> <ol style="list-style-type: none"><li>1. The proposed action, as applicable;</li><li>2. A statement of the reason for the proposed action; and</li><li>3. Notice that the employee is entitled to a hearing of the type determined by the Board.</li></ol>
<b>Consideration for Available Positions</b>	<p>An employee who has received notice of proposed nonrenewal or discharge may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.</p> <p>If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:</p> <ol style="list-style-type: none"><li>1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.</li><li>2. The evidentiary hearing by the independent hearing examiner, the Board, or other person designated in DFBB(LOCAL), if the employee requests a hearing.</li></ol>
<b>Hearing Request</b>	An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.
Nonrenewal: Term Contract	
Discharge: Chapter 21 Contract	An employee receiving notice of proposed discharge from a contract governed by Chapter 21 of the Education Code may request a



REDUCTION IN FORCE  
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hearing. The hearing shall be conducted in accordance with DFD or the nonrenewal hearing process in DFBB, as determined by the Board and specified in the notice of proposed discharge.

Discharge:  
Non-Chapter 21  
Contract

An employee receiving notice of proposed discharge during the period of an employment contract not governed by Chapter 21 of the Education Code may request a hearing before the Board or its designee in accordance with DCE.

**Final Action**

Hearing Requested

If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

No Hearing  
Requested

If the employee does not request a hearing, the Board shall take final action in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.



### Plan to Reduce Personnel Costs

If the Superintendent determines that there is a need to reduce personnel costs, the Superintendent shall develop, in consultation with the Board as necessary, a plan for reducing costs that may include one or more of the following:

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- ~~Furloughs, if the District has received from the commissioner of education certification of a reduction in funding under Education Code 42.009 [see CBA and DEA];~~
- Reductions in force of contract personnel due to financial exigency, if the District meets the standard for declaring a financial exigency as defined by the commissioner [see CEA and provisions at [Reduction in Force Due to Financial Exigency](#) ~~REDUCTION IN FORCE DUE TO FINANCIAL EXIGENCY~~, below];
- Reductions in force of contract personnel due to program change [see DFFB]; or
- Other means of reducing personnel costs.

A plan to reduce personnel costs may include the reduction of personnel employed pursuant to employment arrangements not covered at [Applicability](#) ~~APPLICABILITY~~, below.

- See DCD for the termination at any time of at-will employment.
- See DFAB for the termination of a probationary contract at the end of the contract period.
- See DFCA for the termination of a continuing contract, if applicable.
- See DCE for the termination at the end of the contract period of a contract not governed by Chapter 21 of the Education Code.

### Reduction in Force Due to Financial Exigency

#### Applicability

The following provisions shall apply when a reduction in force due to financial exigency requires:

1. The nonrenewal or termination of a term contract;
2. The termination of a probationary contract during the contract period; or
3. The termination of a contract not governed by Chapter 21 of the Education Code during the contract period.

**Definitions**

Definitions used in this policy are as follows:

1. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.
2. "Discharge" shall mean termination of a contract during the contract period.

**General Grounds**

A reduction in force may take place when the Superintendent recommends and the Board adopts a resolution declaring a financial exigency. [See CEA]- A determination of financial exigency constitutes sufficient reason for nonrenewal or sufficient cause for discharge.

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Employment areas may include, for example:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education.
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.
5. Counseling programs.
6. Library programs.
7. Nursing and other health services programs.
8. An educational support program that does not provide direct instruction to students.
9. Other District-wide programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

1. Combined or adjusted (e.g., “elementary programs” and “compensatory education programs” can be combined to identify an employment area of “elementary compensatory education programs”); and/or
2. Applied on a District-wide or campus-wide basis (e.g., “the counseling program at [named elementary campus]”).

The Board shall determine the employment areas to be affected.

### Criteria for Decision

The Superintendent ~~or designee~~ shall apply the following criteria to the employees within an affected employment area when a reduction in force will not result in the nonrenewal or discharge of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
- ~~2.~~ Performance: Effectiveness, as reflected by ~~the:~~
  - ~~a.~~ ~~The~~ most recent formal appraisal and, if available, consecutive formal appraisals from more than one year [see DNA]; and ~~any~~
  - ~~b.~~ ~~Any~~ other written evaluative information, including disciplinary information, from the last 36 months.

If the Superintendent ~~or designee~~ at his or her discretion decides that the documented performance differences between two or more employees are too insubstantial to rely upon, he or she may proceed to apply the remaining criteria in the order listed below.

- ~~3.~~2. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
- ~~4.~~3. Professional Background: Professional education and work experience related to the current or projected assignment.
- ~~5.~~4. Seniority: Length of service in the District, as measured from the employee’s most recent date of hire.



REDUCTION IN FORCE  
FINANCIAL EXIGENCY

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Superintendent Recommendation      The Superintendent shall recommend to the Board the nonrenewal or discharge of the identified employees within the affected employment areas.

Board Vote      After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal or discharge, as appropriate.

If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).

If the Board votes to propose discharge of one or more employees, the Board shall determine whether the hearing will be conducted by a TEA-appointed hearing examiner [see DFD] or will be a local hearing under Education Code 21.207 [see DFBB].

Notice      The Superintendent ~~or designee~~ shall provide each employee written notice of the proposed nonrenewal or discharge, as applicable. The notice shall include:

1. The proposed action, as applicable;
2. A statement of the reason for the proposed action; and
3. Notice that the employee is entitled to a hearing of the type determined by the Board.

**Consideration for Available Positions**

An employee who has received notice of proposed nonrenewal or discharge may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.

If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:

1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.
2. The evidentiary hearing by the independent hearing examiner, the Board, or other person designated in DFBB(LOCAL), if the employee requests a hearing.

**Hearing Request**

Nonrenewal: Term Contract

An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.

Discharge: Chapter 21 Contract

An employee receiving notice of proposed discharge from a contract governed by Chapter 21 of the Education Code may request a

REDUCTION IN FORCE  
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hearing. The hearing shall be conducted in accordance with DFD or the nonrenewal hearing process in DFBB, as determined by the Board and specified in the notice of proposed discharge.

Discharge:  
Non-Chapter 21  
Contract

An employee receiving notice of proposed discharge during the period of an employment contract not governed by Chapter 21 of the Education Code may request a hearing before the Board or its designee in accordance with DCE.

**Final Action**

Hearing Requested

If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

No Hearing  
Requested

If the employee does not request a hearing, the Board shall take final action in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.



Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See DH(EXHIBIT)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

**Violations of Standards of Conduct**

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation, may result in disciplinary action, including termination of employment. [See DCD and DF series]

**Weapons Prohibited**

The District prohibits the use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.

Exceptions

No violation of this policy occurs when:

1. A District employee who holds a Texas handgun license stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not loaded and not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

**Electronic Communication**

Use with Students

A certified employee, licensed employee, or any other employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

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Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall further detail:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent or designee.

In accordance with ethical standards applicable to all District employees [see DH(EXHIBIT)], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

**Personal Use**

All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

**Reporting Improper Communication**

In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.

**Disclosing Personal Information**

An employee shall not be required to disclose his or her personal email address or personal phone number to a student.

**Safety Requirements**

Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.



EMPLOYEE STANDARDS OF CONDUCT

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**Harassment or Abuse**

An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect.]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

An employee shall report child abuse or neglect as required by law. [See FFG]

**Relationships with Students**

An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]

As required by law, the District shall notify the parent of a student with whom an educator is alleged to have engaged in certain misconduct. [See FFF]

**Tobacco and E-Cigarettes**

An employee shall not smoke or use tobacco products or e-cigarettes on District property, in District vehicles, or at school-related activities. [See also GKA]

**Alcohol and Drugs / Notice of Drug-Free Workplace**

As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on District property or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.

EMPLOYEE STANDARDS OF CONDUCT

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4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered “under the influence” of a controlled substance or alcohol.

Exceptions

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee’s job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee’s personal use; or
3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee’s child or other individual for whom the employee is a legal guardian.
4. Consumes an alcoholic beverage served at a school-related activity or event that takes place off District property and at which alcohol may be legally served, so long as the employee does not have specific assigned duties at the event.

Sanctions

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

Notice

Employees shall receive a copy of this policy.

**Arrests, Indictments,  
Convictions, and  
Other Adjudications**

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or

EMPLOYEE STANDARDS OF CONDUCT

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(LOCAL)

4. Crimes involving moral turpitude, which include:
- Dishonesty; fraud; deceit; theft; misrepresentation;
  - Deliberate violence;
  - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
  - Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
  - Felony driving while intoxicated (DWI); or
  - Acts constituting abuse or neglect under the Texas Family Code.

**Dress and Grooming** An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.



Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See DH(EXHIBIT)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

**Violations of Standards of Conduct**

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation, may result in disciplinary action, including termination of employment. [See DCD and DF series]

**Weapons Prohibited**

The District prohibits the use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.

Exceptions

No violation of this policy occurs when:

1. A District employee who holds a Texas handgun license stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not ~~loaded and not~~ in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

**Electronic Communication**

Use with Students

A certified employee, licensed employee, or any other employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.



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Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall further detail:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent or designee.

In accordance with ethical standards applicable to all District employees [see DH(EXHIBIT)], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

**Personal Use** All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

**Reporting Improper Communication** In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.

**Disclosing Personal Information** An employee shall not be required to disclose his or her personal email address or personal phone number to a student.

**Safety Requirements** Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

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**Harassment or Abuse**

An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect.]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

An employee shall report child abuse or neglect as required by law. [See FFG]

**Relationships with Students**

An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]

As required by law, the District shall notify the parent of a student with whom an educator is alleged to have engaged in certain misconduct. [See FFF]

**Tobacco and E-Cigarettes**

An employee shall not smoke or use tobacco products or e-cigarettes on District property, in District vehicles, or at school-related activities. [See also GKA]

**Alcohol and Drugs / Notice of Drug-Free Workplace**

As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on District property or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.

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4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered “under the influence” of a controlled substance or alcohol.

Exceptions

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee’s job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee’s personal use; or
3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee’s child or other individual for whom the employee is a legal guardian.
4. Consumes an alcoholic beverage served at a school-related activity or event that takes place off District property and at which alcohol may be legally served, so long as the employee does not have specific assigned duties at the event.

Sanctions

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

Notice

Employees shall receive a copy of this policy.

**Arrests, Indictments,  
Convictions, and  
Other Adjudications**

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or

4. Crimes involving moral turpitude, which include:
- Dishonesty; fraud; deceit; theft; misrepresentation;
  - Deliberate violence;
  - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
  - Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
  - Felony driving while intoxicated (DWI); or
  - Acts constituting abuse or neglect under the Texas Family Code.

**Dress and Grooming** An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.





## **Nomination**

Nominations shall be accepted year round from parents, teachers, community members, faculty/staff and students themselves. Nominations will be solicited during the fall of each year, in accordance with the District Gifted/Talented (G/T) Nomination and Screening Time line. In addition, there are two universal nomination opportunities:

1. One hundred percent of students in kindergarten shall be assessed for G/T services annually.
2. Any student who scores in the 98th percentile or better on a nationally standardized test given by the District shall be automatically considered for gifted services.

## **Identification Criteria**

Criteria to identify gifted and talented students shall be established in the Board-approved program for the gifted and talented. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, students with disabilities, and language minorities. Students in kindergarten–grade 5 shall be identified based on general intellectual abilities, and students in grades 6–12 shall be identified based on specific subject area aptitude and general intellectual abilities.

## **Parental Consent**

Written parental consent shall be obtained before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.

## **Selection**

A District Admissions-Review-Exit (A.R.E.) committee shall evaluate each nominated student according to the established criteria and shall select those students for whom gifted services are the most appropriate educational setting(s). The committee shall be composed of local professional educators who have received training in the nature and needs of gifted students. A.R.E. committees at each campus evaluate exits, furloughs, transfers, and probations. Each campus A.R.E. committee shall include the campus G/T facilitator and/or lead teacher and at least three other educators trained in the nature and needs of gifted students.

## **Assessments**

Data collected through multiple measures, both quantitative and qualitative, shall be evaluated to determine individual needs for G/T services. Assessment measures may include, but not be limited to, the following: achievement tests, behavioral and/or performance evaluations completed by teachers and parents; student interviews, student work products, if available; tests; and optional measures, such as grades, state tests, and the like.

Testing instruments shall not be released or viewed by any person who is not directly associated with the purchasing agency's testing program. This restriction includes parents, private tutors, personnel from other schools or districts, libraries, and resale/salvage businesses.

Practices tests may be used as an orientation to various tests. Actual test instruments shall not be used, in original or in copied form, to provide test-taking practice or to enhance test-taking skills.

Test items, actual or similar, shall not be used for discussion, review, or for any other purpose.

**Notification**

Parents and students shall be notified in writing upon selection of the student for gifted services. Participation in any program or services provided for gifted students is voluntary.

**Reassessments**

The District shall reassess students to determine appropriate program placement when a student moves from the elementary level to the middle school/junior high level.

**Transfer Students**

When a student identified as needing gifted services by a previous school district transfers into the District, the student's records shall be reviewed by the campus A.R.E. committee to determine whether the student needs gifted and talented services.

The A.R.E. committee shall make its determination within 30 days of the student's enrollment in the District and shall base its decision on appropriate information of previous G/T placement in the sending district. Without appropriate documentation, and/or upon recommendations from the receiving teacher or counselor, the incoming student may be screened for the G/T program off-schedule using the standard procedures and measurements. The District reserves the right to administer its own measures if there is any question concerning the previous measure used or other information received.

**Furlough**

A furlough may be voluntarily requested at any time by a parent and/or student. The G/T facilitator or designee, parent, and the student may agree to grant the student a furlough by executing a furlough contract, for a period not to exceed one year. During the period of the contracted furlough, the G/T facilitator or designee shall monitor the student's academic status and periodically report to the campus A.R.E. committee. At the end of the time period stated in the contract, the student may be considered for reinstatement of G/T services conditionally upon the decision of the committee. If a student does not return for reinstatement of G/T services at the end of the furlough period, the student will be exited from the program.

The student may apply for admission again at any time in the future, at which time the standard application and admission process shall be followed.

**Exit Provisions**

Parents may request a student to be removed from program services at any time. After consultation with the appropriate administrator, parents, teacher(s), and the student, the exit form may be executed and the student may be placed in the regular education program.

If a student is not progressing satisfactorily, a teacher, counselor, or administrator may request a campus A.R.E. committee meeting to consider probation. If the A.R.E. committee decision is for probation, the parent, student, and G/T facilitator shall enter into a growth contract, describing the time limits and the situation that must be improved. If the situation is not improved satisfactorily by the end of the period stated in the growth contract, the student may be exited from G/T program services.

**Appeals**

Appeals of the decisions of the District or campus A.R.E. committees may be made within 30 days of the notification of nonplacement or exiting from G/T program services. Appeals must be made in writing by presenting additional information to the District A.R.E. committee not previously seen by the reviewing committee. Any complaints regarding the process rather than the actual placement decision shall be made in accordance with FNG(LOCAL) beginning at Level Two.

**Program Evaluation**

The gifted program shall be evaluated periodically, and evaluation information shall be shared with Board members, administrators, teachers, counselors, students in the gifted and talented program, and the community.

**Program Services**

The District's G/T program services are divided into two levels, elementary and secondary, and there is no automatic advancement from one level to the next. In elementary school, identified students shall be in cluster classes with trained G/T teachers at each grade level offering services in the four core areas by providing opportunities for adding depth and complexity to the District curriculum. G/T facilitators shall provide advanced thinking skill development to identified students during pullout classes each week.

In grades 6–8, identified students are provided differentiated curriculum in the four core areas in G/T classes. G/T students must be enrolled in at least one G/T class to remain in the gifted program.

SPECIAL PROGRAMS  
GIFTED AND TALENTED STUDENTS

EHBB  
(LOCAL)

In high school, identified G/T students are provided differentiated curriculum in the four core areas in Pre-AP and AP classes. Independent Study, Research, and Special Topics classes and dual enrollment/concurrent enrollment in college courses are also offered.

**Community  
Awareness**

The District shall ensure that information about the District's gifted and talented program is available to parents and community members and that they have an opportunity to develop an understanding of and support for the program.

# REVISED

## SPECIAL PROGRAMS GIFTED AND TALENTED STUDENTS

EHBB  
(LOCAL)

### Referral

Students may be referred for the gifted and talented program at any time by teachers, counselors, parents, or other interested persons.

### Screening and Identification Process

The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year.

### The Nomination

~~Nominations shall be accepted year round from parents, teachers, community members, faculty/staff and students themselves. Nominations will be solicited during the fall of each year, in accordance with the District Gifted/Talented (G/T) Nomination and Screening Time line. In addition, there are two universal nomination opportunities:~~

- ~~1. One hundred percent of students in kindergarten shall be assessed for G/T services annually.~~
- ~~2. Any student who scores in the 98th percentile or better on a nationally standardized test given by the District shall be automatically considered for gifted services.~~

### Identification Criteria

~~schedule a~~ ~~Criteria to identify gifted and talented students shall be established in the Board approved program for the gifted and talented program awareness session for parents that provides an overview of the assessment procedures. The criteria shall be specific to the state definition of gifted and services for the program prior to beginning the screening and identification process shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, students with disabilities, and language minorities. Students in kindergarten grade 5 shall be identified based on general intellectual abilities, and students in grades 6-12 shall be identified based on specific subject area aptitude and general intellectual abilities.~~

### Parental Consent

The District shall obtain ~~written~~ ~~Written~~ parental consent ~~shall be obtained~~ before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.

### Selection

~~A District Admissions Review Exit (A.R.E.) committee shall evaluate each nominated student according to the established criteria and shall select those students for whom gifted services are the most appropriate educational setting(s). The committee shall be composed of local professional educators who have received training in the nature and needs of gifted students. A.R.E. committees~~

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~~at each campus evaluate exits, furloughs, transfers, and probations. Each campus A.R.E. committee shall include the campus G/T facilitator and/or lead teacher and at least three other educators trained in the nature and needs of gifted students.~~

### Identification Criteria

The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.

### Assessments

Data collected through ~~multiple measures~~, both ~~objective quantitative~~ and ~~subjective assessments qualitative~~, shall be measured against the criteria approved by the Board ~~evaluated~~ to determine individual ~~eligibility needs~~ for the program ~~G/T services~~. Assessment ~~tools measures~~ may include, but are not ~~be~~ limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral ~~checklists and/or performance evaluations~~ completed by teachers and parents, ~~;~~ student/parent conferences, and available ~~interviews~~, student work products, ~~if available; tests; and optional measures, such as grades, state tests, and the like.~~

### Selection

A selection committee shall evaluate each referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs of gifted students, as required by law.

~~Testing instruments shall not be released or viewed by any person who is not directly associated with the purchasing agency's testing program. This restriction includes parents, private tutors, personnel from other schools or districts, libraries, and resale/salvage businesses.~~

~~Practices tests may be used as an orientation to various tests. Actual test instruments shall not be used, in original or in copied form, to provide test taking practice or to enhance test taking skills.~~

~~Test items, actual or similar, shall not be used for discussion, review, or for any other purpose.~~

### Notification

The District shall provide written notification to parents ~~Parents and students shall be notified in writing upon selection~~ of students who qualify the student for ~~gifted services~~ through the District's gifted and talented program. Participation in any program or services provided for gifted students shall ~~be~~ is voluntary, and the ~~.~~

### Reassessments

~~The District shall obtain written permission from the parents before placing reassess students to determine appropriate program placement when a student in a gifted and talented program moves from the elementary level to the middle school/junior high level.~~

### Reassessment

If the District reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.

### Transfer Students

#### Interdistrict

When a student identified as ~~needing~~ gifted ~~services~~ by a previous school district ~~enrolls in~~ ~~transfers into~~ the District, the selection committee shall review the student's records and conduct assessment procedures when necessary ~~shall be reviewed by the campus A.R.E. committee~~ to determine if placement in ~~whether~~ the District's program for ~~student needs~~ gifted and talented students is appropriate ~~services~~.

[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]

#### Intradistrict

A student who transfers from one campus in the District to the same grade level at another District campus shall continue to receive services in the District's gifted and talented program.

### Furloughs

The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student.

In accordance with the Board-approved program, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.

~~The A.R.E. committee shall make its determination within 30 days of the student's enrollment in the District and shall base its decision on appropriate information of previous G/T placement in the sending district. Without appropriate documentation, and/or upon recommendations from the receiving teacher or counselor, the incoming student may be screened for the G/T program off-schedule using the standard procedures and measurements. The District reserves the right to administer its own measures if there is any question concerning the previous measure used or other information received.~~

### **Furlough**

~~A furlough may be voluntarily requested at any time by a parent and/or student. The G/T facilitator or designee, parent, and the student may agree to grant the student a furlough by executing a furlough contract, for a period not to exceed one year. During the period of the contracted furlough, the G/T facilitator or designee shall monitor the student's academic status and periodically report to the campus A.R.E. committee. At the end of the time period stated in the contract, the student may be considered for reinstatement of G/T services conditionally upon the decision of the committee. If a student does not return for reinstatement of G/T services at the end of the furlough period, the student will be exited from the program. The student may apply for admission again at any time in the future, at which time the standard application and admission process shall be followed.~~

### **Exit Provisions**

~~The District shall monitor Parents may request a student performance in response to gifted and talented be removed from program services. If at any time the selection committee or a parent determines it is in the best interest of the student to exit the program, the committee shall meet. After consultation with the parent appropriate administrator, parents, teacher(s), and the student, the exit form may be executed and the student before finalizing an exit may be placed in the regular education program.~~

~~If a student is not progressing satisfactorily, a teacher, counselor, or administrator may request a campus A.R.E. committee meeting to consider probation. If the A.R.E. committee decision is for probation, the parent, student, and G/T facilitator shall enter into a growth contract, describing the time limits and the situation that must be improved. If the situation is not improved satisfactorily by the end of the period stated in the growth contract, the student may be exited from G/T program services.~~

### **Appeals**

~~A parent, student, or educator may appeal any final decision of the selection committee regarding selection for or exit from the gifted and talented program. Appeals shall of the decisions of the District or campus A.R.E. committees may be made first within 30 days of the notification of nonplacement or exiting from G/T program services. Appeals must be made in writing by presenting additional information to the selection District A.R.E. committee not previously seen by the reviewing committee. Any subsequent appeals complaints regarding the process rather than the actual placement decision shall be made in accordance with FNG(LOCAL) beginning at Level Two.~~

### **Program Evaluation**

~~The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation~~

shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information. ~~The gifted program shall be evaluated periodically, and evaluation information shall be shared~~ with Board members, administrators, teachers, counselors, students in the gifted and talented program, and the community.

The District's gifted and talented program shall address effective use of funds for programs and services consistent with the standards in the state plan for gifted and talented students.

The District shall annually report to the Texas Education Agency (TEA) regarding funding used to implement the District's gifted and talented program. The District shall annually certify to TEA:

1. The establishment of a gifted and talented program by the District; and
2. That the District's program is consistent with the state plan for gifted and talented students.

### **Program Services**

~~The District's G/T program services are divided into two levels, elementary and secondary, and there is no automatic advancement from one level to the next. In elementary school, identified students shall be in cluster classes with trained G/T teachers at each grade level offering services in the four core areas by providing opportunities for adding depth and complexity to the District curriculum. G/T facilitators shall provide advanced thinking skill development to identified students during pullout classes each week.~~

~~In grades 6-8, identified students are provided differentiated curriculum in the four core areas in G/T classes. G/T students must be enrolled in at least one G/T class to remain in the gifted program.~~

~~In high school, identified G/T students are provided differentiated curriculum in the four core areas in Pre-AP and AP classes. Independent Study, Research, and Special Topics classes and dual enrollment/concurrent enrollment in college courses are also offered.~~

### **Community Awareness**

The District shall ensure that information about the District's gifted and talented program is available to parents and community members and that they have an opportunity to develop an understanding of and support for the program.





## Safe Schools Data

The Superintendent or designee shall ensure that the District complies with TEA guidelines for the collection and maintenance of data regarding:

1. Mandatory expellable offenses committed at school or at a school-related or school-sponsored activity, on or off school property [see FOD], and
2. Any student who becomes a victim of one of the following violent criminal offenses, as defined by the Penal Code, while in or on the grounds of the school the student attends:
  - a. Attempted murder;
  - b. Indecency with a child;
  - c. Aggravated kidnapping;
  - d. Assault resulting in bodily injury or aggravated assault;
  - e. Sexual assault or aggravated sexual assault; or
  - f. Aggravated robbery.

## School Safety Transfers

The parent of a student who becomes a victim of a violent criminal offense as described above or who is assigned to a campus identified by TEA as persistently dangerous shall be offered a transfer to a safe public or charter school within the District.

For each transfer requested, the District shall explore transfer options, as appropriate. Options may include a transfer agreement with another school district.

### From a Persistently Dangerous School

The parent of a student attending a school identified as persistently dangerous shall be provided notification of his or her right to request a transfer. Notification shall occur at least 14 days prior to the start of the school year or, for a student enrolling subsequently, upon the student's enrollment.

The parent must submit to the Superintendent or designee an application for transfer. The Superintendent or designee shall complete the transfer prior to the beginning of the school year, if applicable, or within 14 calendar days of the request for a subsequently enrolling student.

Any transfer arranged for a student from a campus identified by TEA as persistently dangerous shall be renewed so long as the campus from which the student transferred retains that designation.

The District shall maintain, in accordance with the District's record retention schedule, documentation of notification to parents of the transfer option, transfer applications submitted, and action taken.

For a Victim of a  
Violent Criminal  
Offense

Within 14 calendar days after a violent criminal offense described above occurs in or on the grounds of the school the student attends, the District shall notify the parent of a student who is a victim of the offense of the parent's right to request a transfer. The parent must submit to the Superintendent or designee an application for transfer. The Superintendent or designee shall approve or disapprove the request within 14 calendar days of its submission.

Any transfer arranged for a student who was a victim of a violent crime as described above shall be renewed so long as the threat to the student exists at the campus to which the student would typically be assigned.

For each offense, the District shall maintain for at least five years documentation of the nature and date of the offense, notification to the parent of the transfer option, transfer applications submitted, action taken, and other relevant information regarding the offense.

**Additional Transfer  
Options**

In circumstances described by Education Code 25.0341, a parent of a student who has been the victim of a sexual assault, regardless of whether the offense occurred on or off school property, may request a transfer of the parent's child or the student assailant from the same campus. [See also FDA and FDB]

### Safe Schools Data

The Superintendent ~~or designee~~ shall ensure that the District complies with [Texas Education Agency \(TEA\)](#) guidelines for the collection and maintenance of data regarding:

1. Mandatory expellable offenses committed at school or at a school-related or school-sponsored activity, on or off school property [see FOD];~~;~~ and
2. Any student who becomes a victim of one of the following violent criminal offenses, as defined by the Penal Code, while ~~in~~ ~~or on the premises~~~~grounds~~ of the school the student attends [or while attending a school-sponsored or school-related activity, on or off school property](#):
  - a. Attempted murder;
  - b. Indecency with a child;
  - c. Aggravated kidnapping;
  - d. [Aggravated Assault resulting in bodily injury or aggravated](#)~~assault on someone other than a District employee or volunteer;~~;
  - e. Sexual assault or aggravated sexual assault [against someone other than a District employee;](#) or volunteer;
  - f. Aggravated robbery; ~~or~~;
    - a. [Continuous sexual abuse of a young child or children.](#)

### School Safety Transfers

The parent of a student who becomes a victim of a violent criminal offense as described [in the state guidance for unsafe school choice options](#)~~above~~ or who is assigned to a campus identified by TEA as persistently dangerous shall be offered a transfer to a safe public or charter school within the District.

For each transfer requested, the District shall explore transfer options, as appropriate. Options may include a transfer agreement with another school district.

#### From a Persistently Dangerous School

The parent of a student attending a school identified as persistently dangerous shall be provided notification of his or her right to request a transfer. Notification shall occur at least 14 days prior to the start of the school year or, for a student enrolling subsequently, upon the student's enrollment.

The parent must submit to the Superintendent ~~or designee~~ an application for transfer. The Superintendent ~~or designee~~ shall complete the transfer prior to the beginning of the school year, if applicable, or within 14 calendar days of the request for a subsequently enrolling student.

Any transfer arranged for a student from a campus identified by TEA as persistently dangerous shall be renewed so long as the campus from which the student transferred retains that designation.

The District shall maintain, in accordance with the District's record retention schedule, documentation of notification to parents of the transfer option, transfer applications submitted, and action taken.

For a Victim of a  
Violent Criminal  
Offense

Within 14 calendar days after a violent criminal offense described above occurs in or on the ~~premises~~~~grounds~~ of the school the student attends ~~or while attending a school-sponsored or school-related activity, on or off school property~~, the District shall notify the parent of a student who is a victim of the offense of the parent's right to request a transfer. The parent must submit to the Superintendent ~~or designee~~ an application for transfer. The Superintendent ~~or designee~~ shall approve or disapprove the request within 14 calendar days of its submission.

Any transfer arranged for a student who was a victim of a violent crime as described above shall be renewed so long as the threat to the student exists at the campus to which the student would typically be assigned.

For each offense, the District shall maintain for at least five years documentation of the nature and date of the offense, notification to the parent of the transfer option, transfer applications submitted, action taken, and other relevant information regarding the offense.

**Additional Transfer  
Options**

In circumstances described by Education Code 25.0341, a parent of a student who has been the victim of a sexual assault, regardless of whether the offense occurred on or off school property, may request a transfer of the parent's child or the student assailant from the same campus.

[For other transfer provisions, see ~~See~~ also FDA and FDB.]

- UIL Participation** A student desiring to participate in the UIL athletic program shall submit annually a statement from a health-care provider authorized under UIL rules indicating that the student has been examined and is physically able to participate in the athletic program.
- Additional Screening** The Superintendent shall implement the guidelines recommended by the Texas Department of Health for vision, hearing, spinal, and acanthosis nigricans screening. In addition to the required screening, and to the extent District resources allow, the Superintendent may implement screening for:
1. Additional grade levels as deemed necessary by the District.
  2. Students referred by teachers, parents, or others.
  3. Students exhibiting symptoms related to a designated screening.
  4. Students who repeat a grade.
- Referrals** Parents of students who are identified through any screening program as needing treatment or further examination shall be advised of the need and referred to appropriate health agencies. The person performing the screening shall send a report indicating the finding to the minor student's parent, managing conservator, guardian, or, if the student is 18 years or older or an emancipated minor, to the student.
- Notice of Lice A school nurse or administrator who discovers or becomes aware that a child enrolled in a District elementary school has lice shall provide written or electronic notice to parents within the time frames prescribed in law.
- Annual Report** In addition to the information required in the annual report to the Texas-Mexico Border Health Coordination Office (TMBHCO), each campus shall submit to the TMBHCO information on the acanthosis nigricans screening status of students in attendance during the reporting year. The report shall be on a form prescribed by the executive council advising the TMBHCO and submitted according to the executive council's rules.
- Student Tuberculosis Screening** Students enrolling from countries outside the United States shall present proof of a current negative tuberculin skin test prior to enrollment.
- When the tuberculin skin test is positive, students should show proof of a chest x-ray that is negative for active tuberculosis prior to enrollment. Any indication that a positive tuberculin skin test will occur such as a reaction from a BCG vaccination would indicate a chest x-ray. Students who have a positive tuberculin skin test, and



a negative chest x-ray may be enrolled in the District when they present proof that they are receiving prophylactic treatment from the Fort Bend County Health Department and/or a family physician.

Students who have been diagnosed with active tuberculosis may not attend District schools until they present proof from a physician that they are not considered contagious and may return to school.

The District may require any student to have a tuberculin skin test or chest x-ray whenever it is reasonably believed that the student may be suffering from tuberculosis or may have been exposed to tuberculosis.

**Required Medical Clearance**

**Prior to participating in a designated University Interscholastic League (UIL) Participation**

**Additional Screening**

~~A student desiring to participate in the UIL athletic program or other District extracurricular program identified by the Superintendent, a student shall undergo a physical examination annually and shall submit annually a statement from an authorized a health-care provider authorized under UIL rules indicating that the student has been examined and medically cleared is physically able to participate in the athletic program.~~

The Superintendent shall implement the guidelines recommended by the Texas Department of Health for vision, hearing, spinal, and acanthosis nigricans screening. In addition to the required screening, and to the extent District resources allow, the Superintendent may implement screening for:

1. Additional grade levels as deemed necessary by the District.
2. Students referred by teachers, parents, or others.
3. Students exhibiting symptoms related to a designated screening.
4. Students who repeat a grade.

**Referrals**

Parents of students who are identified through any screening program as needing treatment or further examination shall be advised of the need and referred to appropriate health agencies. The person performing the screening shall send a report indicating the finding to the minor student's parent, managing conservator, guardian, or, if the student is 18 years or older or an emancipated minor, to the student.

**Notice of Lice**

A school nurse or administrator who discovers or becomes aware that a child enrolled in a District elementary school has lice shall provide written or electronic notice to parents within the time frames prescribed in law.

**Annual Report**

In addition to the information required in the annual report to the Texas-Mexico Border Health Coordination Office (TMBHCO), each campus shall submit to the TMBHCO information on the acanthosis nigricans screening status of students in attendance during the reporting year. The report shall be on a form prescribed by the executive council advising the TMBHCO and submitted according to the executive council's rules.

**Student Tuberculosis Screening**

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When the tuberculin skin test is positive, students should show proof of a chest x-ray that is negative for active tuberculosis prior to

WELLNESS AND HEALTH SERVICES  
PHYSICAL EXAMINATIONS

FFAA  
(LOCAL)

enrollment. Any indication that a positive tuberculin skin test will occur such as a reaction from a BCG vaccination would indicate a chest x-ray. Students who have a positive tuberculin skin test, and a negative chest x-ray may be enrolled in the District when they present proof that they are receiving prophylactic treatment from the Fort Bend County Health Department and/or a family physician.

Students who have been diagnosed with active tuberculosis may not attend District schools until they present proof from a physician that they are not considered contagious and may return to school.

The District may require any student to have a tuberculin skin test or chest x-ray whenever it is reasonably believed that the student may be suffering from tuberculosis or may have been exposed to tuberculosis.

# ADD

STUDENT WELFARE  
CRISIS INTERVENTION

FFB  
(LOCAL)

**Threat Assessment  
and Safe and  
Supportive Team**

In compliance with law, the Superintendent shall ensure that a multidisciplinary threat assessment and safe and supportive team is established to serve each campus. The Superintendent shall appoint team members. The team shall be responsible for developing and implementing a safe and supportive school program at each campus served by the team and shall support the District in implementing its multi-hazard emergency operations plan.

Training

Each team shall complete training provided by an approved provider on evidence-based threat assessment programs.

Imminent Threats or  
Emergencies

A member of the team or any District employee may act immediately to prevent an imminent threat or respond to an emergency, including contacting law enforcement directly.

Threat Assessment  
Process

The District shall develop procedures as recommended by the Texas School Safety Center. In accordance with those procedures, the threat assessment and safe and supportive team shall conduct threat assessments using a process that includes:

1. Identifying individuals, based on referrals, tips, or observations, whose behavior has raised concerns due to threats of violence or exhibition of behavior that is harmful, threatening, or violent.
2. Conducting an individualized assessment based on reasonably available information to determine whether the individual poses a threat of violence or poses a risk of harm to self or others and the level of risk.
3. Implementing appropriate intervention and monitoring strategies, if the team determines an individual poses a threat of harm to self or others. These strategies may include referral of a student for a mental health assessment and escalation procedures as appropriate.

For a student or other individual the team determines poses a serious risk of violence to self or others, the team shall immediately report to the Superintendent, who shall immediately attempt to contact the student's parent or guardian. Additionally, the Superintendent shall coordinate with law enforcement authorities as necessary and take other appropriate action in accordance with the District's multihazard emergency operations plan.

For a student the team identifies as at risk of suicide, the team shall follow the District's suicide prevention program.

For a student the team identifies as having a substance abuse issue, the team shall follow the District's substance abuse program.

For a student whose conduct may constitute a violation of the District's Student Code of Conduct, the team shall make a referral to the campus behavior coordinator or other appropriate administrator to consider disciplinary action.

As appropriate, the team may refer a student:

1. To a local mental health authority or health-care provider for evaluation or treatment; or
2. For a full individualized and initial evaluation for special education services.

The team shall not provide any mental health-care services, except as permitted by law.

Guidance to School  
Community

The team shall provide guidance to students and District employees on recognizing harmful, threatening, or violent behavior that may pose a threat to another person, the campus, or the community and methods to report such behavior to the team, including through anonymous reporting.

Reports

The team shall provide reports to the Texas Education Agency as required by law.



**Trauma-Informed  
Care Program**

The District's trauma-informed care program, as included in the District improvement plan, shall provide for the integration of trauma-informed care practices in the school environment, including increasing staff and parent awareness of trauma-informed care, implementation of trauma-informed practices and care by District and campus staff, and providing information about available counseling options for students affected by trauma or grief.

Training

The District shall provide training in trauma-informed care to District educators as required by law. The District improvement plan shall specify required training for any other District employees as applicable.

Annual Report

The District shall provide an annual report to the Texas Education Agency on the number of employees who have participated in trauma-informed care training.



**Comprehensive System**

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

**Cumulative Record**

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

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

**Custodian of Records**

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

**Types of Education Records**

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

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

STUDENT RECORDS

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

**Access by Parents**

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

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

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

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

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

**Access by School Officials**

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

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

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

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

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

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

**Transcripts and Transfers of Records**

The District may request transcripts from previously attended schools for students transferring into District schools; however, the



ultimate responsibility for obtaining transcripts from sending schools rests with the parent or student, if 18 or older.

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

**Records  
Responsibility for  
Students in Special  
Education**

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

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

**Procedure to Amend  
Records**

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

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

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

**Directory  
Information**

The District has designated the following categories of information as directory information: student name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; degrees, honors, and awards received; dates of attendance; grade level; most recent educational institution attended; participation in officially recognized activities and sports; and weight and height of members of athletic teams.

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### **Comprehensive System**

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

### **Cumulative Record**

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

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

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

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

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

#### Access by Parents

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

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

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

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

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

### **Access by School Officials**

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

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

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

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

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

- ~~1-5.~~ Working with the student;
- ~~2-6.~~ Considering disciplinary or academic actions, the student's case, or an individualized education program for a student with disabilities;
- ~~3-7.~~ Compiling statistical data;
- ~~4-8.~~ Reviewing an education record to fulfill the official's professional responsibility; or
- ~~5-9.~~ Investigating or evaluating programs.

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(LOCAL)

**Transcripts and  
Transfers of Records**

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

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

**Records  
Responsibility for  
Students in Special  
Education**

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

A current listing of names and positions of persons who have access to records of students in special education is maintained at [the special education office](#)~~the special education office~~.

**Procedure to Amend  
Records**

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

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

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

**Directory  
Information**

The District has designated the following categories of information as directory information: [student name](#); [address](#); [telephone listing](#); [electronic mail address](#); [photograph](#); [date and place of birth](#); [major field of study](#); [degrees, honors, and awards received](#); [dates of attendance](#); [grade level](#); [most recent educational institution](#)



STUDENT RECORDS

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(LOCAL)

attended; participation in officially recognized activities and sports;  
and weight and height of members of athletic teams ~~student name;~~  
~~address; telephone listing; electronic mail address; photograph;~~  
~~date and place of birth; major field of study; degrees, honors, and~~  
~~awards received; dates of attendance; grade level; most recent~~  
~~educational institution attended; participation in officially recognized~~  
~~activities and sports; and weight and height of members of athletic~~  
teams.



**Charging for  
Personnel Time**

As authorized by law, the District shall charge a requestor for additional personnel time spent producing information for the requestor after personnel of the District have collectively spent:

1. 36 hours of time during the District's fiscal year; or
2. 15 hours of time during a one-month period.



**Charging for  
Personnel Time**

As authorized by law, the District shall charge a ~~requester~~requester for additional personnel time spent producing information for the ~~requester~~requester after personnel of the District have collectively spent:

1. 36 hours of time during the District's fiscal year; or
1. 15 hours of time during a one-month period.

**Suspension of  
Public Information  
Act During  
Catastrophe**

2. In the event of a catastrophe, as defined by law, affecting the District, the Board delegates to the Superintendent the authority to suspend the applicability of Government Code Chapter 552 to the District for the period of time permitted by law and provide the required notices to the attorney general and public. The Board shall approve any extension of an initial suspension period.





**Access to District  
Property**

Authorized District officials, including school resource officers and District police officers if applicable, may refuse to allow a person access to property under the District's control in accordance with law.

District officials may request assistance from law enforcement in an emergency or when a person is engaging in behavior rising to the level of criminal conduct.

**Ejection or  
Exclusion under  
Education Code  
37.105**

In accordance with Education Code 37.105, a District official shall provide a person refused entry to or ejected from property under the District's control written information explaining the right to appeal such refusal of entry or ejection under the District's grievance process.

A person appealing under the District's grievance process shall be permitted to address the Board in person within 90 days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See FNG and GF]

**Off-Campus  
Activities**

Employees shall be designated to ensure appropriate conduct of participants and others attending a school-related activity at non-District or out-of-District facilities. Those so designated shall coordinate their efforts with persons in charge of the facilities.

**Prohibitions**

Tobacco and  
E-Cigarettes

The District prohibits smoking and the use of tobacco products and e-cigarettes on District property, in District vehicles, or at school-related activities.

Weapons

The District prohibits the unlawful use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on all District property at all times.

*Exceptions*

No violation of this policy occurs when:

1. A Texas handgun license holder stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, as long as the handgun or other firearm is not loaded and not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]



**Access to District  
Property**

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No violation of this policy occurs when:

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2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]





# DELETE

STATE AND LOCAL GOVERNMENTAL AUTHORITIES  
LAW ENFORCEMENT AGENCIES

GRAA  
(EXHIBIT)

Education Code 37.015 requires principals to make reports to local law enforcement authorities of certain classes of offenses, four of which are referenced entirely by citation. The offenses referenced only by citation are further defined below.

1. "Conduct that may constitute an offense listed under Section 508.149, Government Code":
  - a. An offense for which the judgment contains an affirmative finding under Section 3g(a)(2), Article 42.12, Code of Criminal Procedure (use or exhibition of a prohibited weapon during commission of or flight from a felony offense).
  - b. A first or second degree felony under Penal Code 19.02 (murder).
  - c. A capital felony under Penal Code 19.03 (capital murder).
  - d. A first or second degree felony under Penal Code 20.04 (aggravated kidnapping).
  - e. An offense under Penal Code 21.11 (indecenty with a child).
  - f. A felony under Penal Code 22.011 (sexual assault).
  - g. A first or second degree felony under Penal Code 22.02 (aggravated assault).
  - h. A first degree felony under Penal Code 22.021 (aggravated sexual assault).
  - i. A first degree felony under Penal Code 22.04 (injury to a child, elderly individual, or disabled individual).
  - j. A first degree felony under Penal Code 28.02 (arson).
  - k. A second degree felony under Penal Code 29.02 (robbery).
  - l. A first degree felony under Penal Code 29.03 (aggravated robbery).
  - m. A first degree felony under Penal Code 30.02 (burglary).
  - n. A felony for which punishment is increased under Health and Safety Code 481.134 (drug-free zones) or 481.140 (use of child in commission of offense).
  - o. An offense under Penal Code 43.25 (sexual performance by a child).
  - p. An offense under Penal Code 21.02 (continuous sexual abuse of young child or children).
2. "Deadly conduct under Section 22.05, Penal Code":
  - a. A person commits an offense if he or she recklessly engages in conduct that places another in imminent danger of serious bodily injury.
  - b. A person commits an offense if he or she knowingly discharges a firearm at or in the direction of one or more individuals or a habitation, building, or vehicle and is reckless as to whether the habitation, building, or vehicle is occupied.

STATE AND LOCAL GOVERNMENTAL AUTHORITIES  
LAW ENFORCEMENT AGENCIES

GRAA  
(EXHIBIT)

- c. Recklessness and danger are presumed if the actor knowingly pointed a firearm at or in the direction of another whether or not the actor believed the firearm to be loaded.

3. "Terroristic threat under Section 22.07, Penal Code":

A person commits an offense if he or she threatens to commit any offense involving violence to any person or property with intent to:

- a. Cause a reaction of any type to the threat by an official or volunteer agency organized to deal with emergencies;
- b. Place any person in fear of imminent serious bodily injury;
- c. Prevent or interrupt the occupation or use of a building; room; place of assembly; place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
- d. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
- e. Place the public or a substantial group of the public in fear of serious bodily injury; or
- f. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state.

4. "Conduct that may constitute a criminal offense under Section 71.02, Penal Code" (Engaging in Organized Criminal Activity):

A person commits an offense if, with the intent to establish, maintain, or participate in a combination or in the profits of a combination or as a member of a criminal street gang, he or she commits or conspires to commit one or more of the following:

- a. Murder, capital murder, arson, aggravated robbery, robbery, burglary, theft, aggravated kidnapping, kidnapping, aggravated assault, aggravated sexual assault, sexual assault, forgery, deadly conduct, assault punishable as a Class A misdemeanor, burglary of a motor vehicle, or unauthorized use of a motor vehicle;
- b. Any gambling offense punishable as a Class A misdemeanor;
- c. Promotion of prostitution, aggravated promotion of prostitution, or compelling prostitution;
- d. Unlawful manufacture, transportation, repair, or sale of firearms or prohibited weapons;
- e. Unlawful manufacture, delivery, dispensation, or distribution of a controlled substance or dangerous drug, or unlawful possession of a controlled substance or dangerous drug through forgery, fraud, misrepresentation, or deception;
- f. Any unlawful wholesale promotion or possession of any obscene material or obscene device with the intent to wholesale promote the same;

- g. Any offense under Penal Code Chapter 43, Subchapter B depicting or involving conduct by or directed toward a child younger than 18 years of age (Chapter 43, Subchapter B prohibits obscenity including: sale, distribution, or display of material harmful to minor; sexual performance by a child; employment of a child in a sexually oriented activity or a place where the child works nude or topless; and possession or promotion of child pornography);
- h. Any felony offense under Penal Code Chapter 32 (fraud);
- i. Any offense under Penal Code Chapter 34 (money laundering) or Chapter 35 (insurance fraud);
- j. Any offense under Penal Code Chapter 36 (bribery and corrupt influence);
- k. Any offense under Penal Code 37.11(a) (impersonating a public servant);
- l. Any offense under Penal Code Chapter 20A (trafficking of persons);
- m. Any offense under Penal Code 37.10 (tampering with government record);
- n. Any offense under Penal Code 38.06 (escape), 38.07 (permitting or facilitating escape), 38.09 (providing a person in custody or an inmate with an implement for escape), or 38.11 (providing prohibited or controlled substances or items to person in custody or an inmate).



**INFORMATION ITEM: TAX COLLECTION REPORT  
(AS OF NOVEMBER 30, 2019)**

- Exhibit "A" gives the LCISD collections made during the month of November 30, 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 November 30, 2019, LCISD had collected 3.7 % 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  
November 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	\$ 8,214,085.95	\$ -	\$ -	\$ 8,214,085.95	\$ 6,036,110.69	\$ -	\$ 2,177,975.26	\$ -
18	\$ 119,229.76	\$ 24,393.27	\$ 26,332.80	\$ 169,955.83	\$ 90,923.33	\$ 44,934.81	\$ 28,306.43	\$ 5,791.26
17	\$ (30,675.19)	\$ 7,241.43	\$ 5,472.20	\$ (17,961.56)	\$ (22,951.51)	\$ 10,890.39	\$ (7,723.68)	\$ 1,823.24
16	\$ 12,244.65	\$ 3,749.34	\$ 2,026.42	\$ 18,020.41	\$ 9,161.54	\$ 4,831.69	\$ 3,083.11	\$ 944.07
15	\$ 28,020.58	\$ 3,076.06	\$ 1,214.87	\$ 32,311.51	\$ 20,965.33	\$ 3,516.42	\$ 7,055.25	\$ 774.51
14	\$ 23,866.41	\$ 810.89	\$ 124.12	\$ 24,801.42	\$ 17,857.10	\$ 730.85	\$ 6,009.31	\$ 204.16
13	\$ 3,376.27	\$ 650.15	\$ 281.86	\$ 4,308.28	\$ 2,526.16	\$ 768.31	\$ 850.11	\$ 163.70
12	\$ 766.41	\$ 444.93	\$ 201.06	\$ 1,412.40	\$ 573.43	\$ 533.95	\$ 192.98	\$ 112.04
11	\$ 95.10	\$ 99.86	\$ 38.99	\$ 233.95	\$ 69.78	\$ 112.27	\$ 25.32	\$ 26.58
10	\$ 6.40	\$ 7.49	\$ 2.78	\$ 16.67	\$ 4.78	\$ 8.38	\$ 1.62	\$ 1.89
09	\$ 10.48	\$ 13.64	\$ 4.83	\$ 28.95	\$ 8.24	\$ 15.55	\$ 2.24	\$ 2.92
08	\$ 57.81	\$ 76.34	\$ 26.03	\$ 160.18	\$ 45.44	\$ 86.03	\$ 12.37	\$ 16.34
07	\$ 42.05	\$ 58.91	\$ 19.45	\$ 120.41	\$ 32.39	\$ 64.85	\$ 9.66	\$ 13.51
06	\$ 3.87	\$ -	\$ -	\$ 3.87	\$ 3.32	\$ -	\$ 0.55	\$ -
05	\$ 31.74	\$ 48.93	\$ 15.28	\$ 95.95	\$ 28.04	\$ 58.51	\$ 3.70	\$ 5.70
04	\$ 201.98	\$ 375.66	\$ 102.41	\$ 680.05	\$ 178.46	\$ 434.34	\$ 23.52	\$ 43.73
03	\$ 1,062.43	\$ 2,137.67	\$ 479.39	\$ 3,679.49	\$ 957.43	\$ 2,405.80	\$ 105.00	\$ 211.26
02	\$ 1,659.38	\$ 3,543.14	\$ 779.81	\$ 5,982.33	\$ 1,495.39	\$ 3,972.79	\$ 163.99	\$ 350.16
01	\$ 1,659.50	\$ 3,741.82	\$ 809.62	\$ 6,210.94	\$ 1,495.50	\$ 4,181.64	\$ 164.00	\$ 369.80
00	\$ 1,646.00	\$ 3,909.23	\$ 832.77	\$ 6,388.00	\$ 1,465.30	\$ 4,312.83	\$ 180.70	\$ 429.17
99	\$ 1,620.78	\$ 4,045.45	\$ 849.54	\$ 6,515.77	\$ 1,464.56	\$ 4,505.07	\$ 156.22	\$ 389.92
98 & prior	\$ 1,645.81	\$ 4,383.76	\$ 904.44	\$ 6,934.01	\$ 1,521.60	\$ 4,957.35	\$ 124.21	\$ 330.85
<b>Totals</b>	<b>\$ 8,380,658.17</b>	<b>\$ 62,807.97</b>	<b>\$ 40,518.67</b>	<b>\$ 8,483,984.81</b>	<b>\$ 6,163,936.30</b>	<b>\$ 91,321.83</b>	<b>\$ 2,216,721.87</b>	<b>\$ 12,004.81</b>

**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 11/30/19
19	\$ 226,337,947.63	\$ 1,142,414.95	\$ 227,480,362.58	\$ 8,451,441.25	\$ -	\$ -	\$ 8,451,441.25	\$ 219,028,921.33
18	\$ 1,852,284.73	\$ (27,229.10)	\$ 1,825,055.63	\$ 349,438.34	\$ 77,180.25	\$ 85,246.86	\$ 511,865.45	\$ 1,475,617.29
17	\$ 753,434.33	\$ (5,480.10)	\$ 747,954.23	\$ 17,556.26	\$ 22,037.40	\$ 16,574.40	\$ 56,168.06	\$ 730,397.97
16	\$ 483,797.86	\$ 24,894.27	\$ 508,692.13	\$ 37,812.66	\$ 10,094.45	\$ 5,307.74	\$ 53,214.85	\$ 470,879.47
15	\$ 359,034.95	\$ 42,893.89	\$ 401,928.84	\$ 48,126.65	\$ 6,058.68	\$ 2,361.51	\$ 56,546.84	\$ 353,802.19
14	\$ 284,968.99	\$ 43,835.47	\$ 328,804.46	\$ 42,744.57	\$ 3,762.86	\$ 1,328.42	\$ 47,835.85	\$ 286,059.89
13	\$ 181,212.70	\$ 5,283.26	\$ 186,495.96	\$ 13,795.55	\$ 3,794.49	\$ 1,466.59	\$ 19,056.63	\$ 172,700.41
12	\$ 171,398.72	\$ 4,168.05	\$ 175,566.77	\$ 4,995.15	\$ 3,208.02	\$ 1,075.49	\$ 9,278.66	\$ 170,571.62
11	\$ 163,967.05	\$ 4,667.51	\$ 168,634.56	\$ 2,524.51	\$ 1,702.61	\$ 310.48	\$ 4,537.60	\$ 166,110.05
10	\$ 148,558.56	\$ 4,140.31	\$ 152,698.87	\$ 2,144.92	\$ 1,470.73	\$ 161.99	\$ 3,777.64	\$ 150,553.95
09	\$ 132,336.46	\$ -	\$ 132,336.46	\$ 2,121.56	\$ 1,722.12	\$ 156.88	\$ 4,000.56	\$ 130,214.90
08	\$ 72,060.64	\$ -	\$ 72,060.64	\$ 6,728.39	\$ 8,372.57	\$ 2,379.88	\$ 17,480.84	\$ 65,332.25
07	\$ 60,790.65	\$ -	\$ 60,790.65	\$ 3,986.84	\$ 4,919.84	\$ 1,112.67	\$ 10,019.35	\$ 56,803.81
06	\$ 63,941.53	\$ -	\$ 63,941.53	\$ 2,157.87	\$ 2,094.68	\$ 19.26	\$ 4,271.81	\$ 61,783.66
05	\$ 116,202.63	\$ -	\$ 116,202.63	\$ 80.95	\$ 135.79	\$ 42.49	\$ 259.23	\$ 116,121.68
04	\$ 32,870.47	\$ -	\$ 32,870.47	\$ 205.73	\$ 382.72	\$ 104.57	\$ 693.02	\$ 32,664.74
03	\$ 24,451.73	\$ -	\$ 24,451.73	\$ 1,063.69	\$ 2,140.20	\$ 479.96	\$ 3,683.85	\$ 23,388.04
02	\$ 13,926.08	\$ -	\$ 13,926.08	\$ 1,718.47	\$ 3,669.00	\$ 807.55	\$ 6,195.02	\$ 12,207.61
01	\$ 13,165.64	\$ -	\$ 13,165.64	\$ 1,718.59	\$ 3,874.77	\$ 838.43	\$ 6,431.79	\$ 11,447.05
00	\$ 13,369.17	\$ 10,354.49	\$ 23,723.66	\$ 1,704.62	\$ 4,048.16	\$ 862.40	\$ 6,615.18	\$ 22,019.04
99	\$ 10,778.21	\$ -	\$ 10,778.21	\$ 1,647.25	\$ 4,111.36	\$ 863.40	\$ 6,622.01	\$ 9,130.96
98 & prior	\$ 11,715.80	\$ -	\$ 11,715.80	\$ 1,646.30	\$ 4,385.50	\$ 904.77	\$ 6,936.57	\$ 10,069.50
<b>Totals</b>	<b>\$231,302,214.53</b>	<b>\$1,249,943.00</b>	<b>\$232,552,157.53</b>	<b>\$8,995,360.12</b>	<b>\$169,166.20</b>	<b>\$122,405.74</b>	<b>\$9,286,932.06</b>	<b>\$223,556,797.41</b>

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
TAX COLLECTION ANALYSIS  
PERCENT Y-T-D BY MONTH  
FOR CURRENT LEVY ONLY**

<b>MONTH</b>	<b>2019-2020</b>	<b>2018-2019</b>	<b>2017-2018</b>	<b>2016-2017</b>	<b>2015-2016</b>	<b>2014-2015</b>	<b>2013-2014</b>	<b>2012-13</b>	<b>2011-12</b>	<b>2010-11</b>	<b>2009-10</b>	<b>2008-09</b>
<b>SEPT</b>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>OCT</b>	0.0%	0.2%	0.0%	0.0%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>NOV</b>	3.7%	4.7%	0.5%	3.2%	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%
<b>DEC</b>		52.6%	51.4%	50.3%	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%
<b>JAN</b>		85.9%	83.9%	87.2%	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%
<b>FEB</b>		95.9%	95.7%	95.6%	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%
<b>MAR</b>		97.0%	96.9%	96.9%	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%
<b>APR</b>		97.7%	97.6%	97.5%	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%
<b>MAY</b>		98.2%	98.2%	98.2%	98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%
<b>JUNE</b>		98.6%	98.6%	98.6%	98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%
<b>JULY</b>		99.0%	98.9%	98.9%	99.0%	98.9%	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%
<b>AUG</b>		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 NOVEMBER 30, 2019**

<b>TAX YEAR LCISD TAXES</b>	<b>SCHOOL YEAR</b>	<b>BUDGET AMOUNT</b>	<b>COLLECTIONS 11/30/2019</b>	<b>% OF BUDGET COLLECTED</b>
2019	2019-2020	\$ 224,808,527	\$ 8,451,441	3.76%
2018 & Prior	2018-19 & Prior	\$ 2,100,000	\$ 543,919	25.90%
<b>TOTAL</b>		<b>\$ 226,908,527</b>	<b>\$ 8,995,360</b>	<b>3.96%</b>

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
TAX COLLECTION REPORT  
AS OF NOVEMBER 30, 2019**

SCHOOL YEAR TAX YEAR	2014-15 2014	2015-16 2015	2016-17 2016	2017-18 2017	2018-19 2018	2019-20 2019
<b>COLLECTION YEAR</b>						
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	\$ 8,451,441
Adj. To Roll	\$ 8,680,375	\$ 6,473,810	\$ 6,618,386	\$ 2,203,756	\$ 867,691	\$ 1,142,415
2 Collections	\$ 1,201,706	\$ 745,585	\$ 1,046,154	\$ 1,082,253	\$ 349,438	
Adj. To Roll	\$ 165,920	\$ (149,323)	\$ (98,963)	\$ (15,240)	\$ (27,229)	
3 Collections	\$ 305,374	\$ 192,822	\$ 424,152	\$ 17,556		
Adj. To Roll	\$ 102,657	\$ 63,603	\$ 238,403	\$ (5,480)		
4 Collections	\$ 215,732	\$ 311,639	\$ 37,813			
Adj. To Roll	\$ 191,096	\$ 233,019	\$ 24,894			
5 Collections	\$ 282,605	\$ 48,127				
Adj. To Roll	\$ 252,632	\$ 42,894				
6 Collections	\$ 42,745					
Adj. To Roll	\$ 43,835					
<b>TOTAL:</b>						
<b>COLLECTIONS</b>	\$ 162,268,589	\$ 179,326,730	\$ 197,061,584	\$ 207,745,851	\$ 218,346,177	\$ 8,451,441
<b>ADJUSTED TAX ROLL</b>	\$ 162,554,648	\$ 179,680,533	\$ 197,532,463	\$ 208,476,248	\$ 219,821,796	\$ 227,480,363
<b>BALANCE TO BE COLLECTED</b>	\$ 286,060	\$ 353,803	\$ 470,879	\$ 730,397	\$ 1,475,618	\$ 219,028,922
<b>ADJ. TAXABLE VALUE</b>	\$ 11,694,158,355	\$ 12,926,192,079	\$ 14,210,457,372	\$ 14,997,751,761	\$ 15,814,517,665	\$ 17,233,360,830
<b>TOTAL % COLLECTIONS AS OF NOVEMBER 30, 2019</b>	99.8%	99.8%	99.8%	99.6%	99.3%	3.7%
<b>TAX RATE</b>	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.

Business Flooring Specialist (Service Center – Graphic Arts)	Application # 1	\$	<b>35,715.42</b>
C.A. Walker Construction (Support Services Center)	Application # 26b	\$	<b>17,492.76</b>
CenterPoint (Randle HS/Wright JHS Complex)	Application # 1	\$	<b>80,500.00</b>
Drymalla Construction (Randle HS/Wright JHS Complex)	Application # 6	\$	<b>7,736,756.30</b>
Drymalla Construction (Tamarron ES)	Application # 6	\$	<b>2,255,889.00</b>
Environmental Solutions, Inc. (Austin ES Cooler/Freezer)	Application # 1	\$	<b>560.00</b>
Environmental Solutions, Inc. (Huggins ES Cooler/Freezer)	Application # 1	\$	<b>620.00</b>
Environmental Solutions, Inc. (Jane Long ES Gym)	Application # 1	\$	<b>840.00</b>
Environmental Solutions, Inc. (Taylor Ray ES Cooler/Freezer)	Application # 1	\$	<b>560.00</b>
Estes, McClure & Assoc. (Culver ES)	Application # 2	\$	<b>16,320.00</b>
Estes, McClure & Assoc. (Roberts MS)	Application # 2	\$	<b>15,900.00</b>
Estes, McClure & Assoc. (Service Center / M&O)	Application # 2	\$	<b>11,100.00</b>
Huckabee (Austin ES – Cooler/Freezer)	Application # 4	\$	<b>96.95</b>

Huckabee (Beasley ES – Cooler/Freezer)	Application # 4	\$	<b>111.99</b>
Huckabee (Huggins ES – Cooler/Freezer)	Application # 4	\$	<b>96.04</b>
Huckabee (Pink ES – Cooler/Freezer)	Application # 4	\$	<b>215.49</b>
Huckabee (Seguin ECC – Cooler/Freezer)	Application # 4	\$	<b>95.65</b>
Huckabee (Taylor Ray ES – Cooler/Freezer)	Application # 4	\$	<b>96.05</b>
Huckabee (Travis ES – Cooler/Freezer)	Application # 4	\$	<b>92.51</b>
Huckabee (Williams ES – Cooler/Freezer)	Application # 4	\$	<b>128.96</b>
Huckabee (Multi Campus Cooler/Freezer – Reimbursables)	Application # 3	\$	<b>894.46</b>
Huckabee (Campbell ES – Improvements)	Application # 4	\$	<b>1,813.99</b>
Huckabee (Navarro ES – Improvements)	Application # 4	\$	<b>763.52</b>
Huckabee (Wessendorff MS – Improvements)	Application # 4	\$	<b>1,308.25</b>
Huckabee (Williams ES – Improvements)	Application # 4	\$	<b>9,569.12</b>
Kaluza (Randle HS & Wright JHS Complex)	Application # 6	\$	<b>1,130.00</b>
Micro Integration (Culver ES)	Application # 1	\$	<b>16,581.00</b>
Millis Construction (Foster HS Athletic Improvements)	Application # 5	\$	<b>33,622.63</b>

Morris & Associates Engineers (Transportation Fuel Tanks)	Application # 2	\$	<b>1,375.00</b>
Morris & Associates Engineers (Transportation Fuel Tanks)	Application # 3	\$	<b>6,187.50</b>
PBK Architects (Randle HS)	Application # 13	\$	<b>30,739.50</b>
PBK Architects (Wright JHS)	Application # 13	\$	<b>15,066.00</b>
PBK Architects (Wright JHS – Reimbursables)	Application # 2	\$	<b>1,779.12</b>
Rice & Gardner (2017 Bond Program)	Application # 9	\$	<b>71,630.83</b>
Rice & Gardner (e-Builder)	Application # 1	\$	<b>29,121.75</b>
Roadrunner (Campbell ES)	Application # 1	\$	<b>19,570.00</b>
Roadrunner (Carter ES)	Application # 2	\$	<b>4,669.00</b>
Roadrunner (Culver ES)	Application # 1	\$	<b>808.00</b>
Roadrunner (Navarro MS)	Application # 1	\$	<b>19,570.00</b>
Roadrunner (Roberts MS)	Application # 1	\$	<b>928.00</b>
Roadrunner (Support Services M&O)	Application # 2	\$	<b>700.00</b>
Roadrunner (Wessendorff MS)	Application # 1	\$	<b>19,570.00</b>
Roadrunner (Williams ES)	Application # 1	\$	<b>19,570.00</b>

Terracon (Tamarron ES)	Application # 6	\$	<b>13,723.88</b>
Winning Way (Foster HS Athletic Improvements)	Application # 1	\$	<b>600.00</b>
Winning Way (Wright JHS)	Application # 1	\$	<b>36,975.00</b>

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

**11.C.#4a. – PLANNING  
BOARD REPORT  
DECEMBER 19, 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	11,537,117.69	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
<b>Sub Total - Bond Sale 1</b>	<b>116,395,936.00</b>	<b>113,737,229.91</b>	<b>2,658,706.09</b>	<b>110,047,646.47</b>	<b>114,870,732.57</b>
<b>Bond Sale 2</b>					
Thomas R. Culver, III Elementary School	24,959,404.00	24,620,624.21	338,779.79	21,392,691.33	24,959,404.00
Tamarron Elementary School	26,207,374.00	22,734,774.34	3,472,599.66	11,555,814.48	26,207,374.00
James W. Roberts Middle School	22,342,493.00	21,826,023.40	516,469.60	21,101,033.45	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
<b>Sub Total - Bond Sale 2</b>	<b>81,145,098.00</b>	<b>71,294,510.95</b>	<b>9,850,587.05</b>	<b>55,875,770.75</b>	<b>81,145,098.00</b>
<b>Grand Total</b>	<b>197,541,034.00</b>	<b>185,031,740.86</b>	<b>12,509,293.14</b>	<b>165,923,417.22</b>	<b>196,015,830.57</b>

\* 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
<b>Grand Total</b>	<b>4,300,000.00</b>	<b>3,672,657.98</b>	<b>627,342.02</b>	<b>3,634,664.26</b>	<b>4,081,735.00</b>

**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.



## 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 7/8/2020.
- Structural Steel Installation is 99% complete.
- Roof Deck is 99% complete.
- Fireproofing is 85% complete.
- MEP Rough-in is 45% complete.
- Overhead Power is complete. Permanent Power scheduled for Installation February 2020.

## 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**

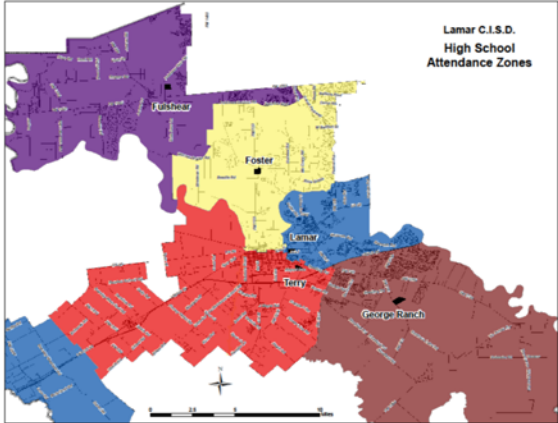
Foster High School Baseball Scoreboard	Completed March 2016
Bentley Elementary School	Completed December 2016
Huggins Elementary School New Parent Drive	Completed May 2017
Lindsey Elementary School	Completed October 2017
Pink Elementary School Repairs	Completed November 2017
Chiller Replacement at six 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
Culver Elementary School	Completed June 2019
Roberts Middle School	Completed June 2019



**Monthly Report  
December 2019**

**Facilities Assessment and Long Range Plan**

Questionnaire process complete.  
Campus site visits complete.  
Information item is on the December Board Agenda.



**Dr. Thomas E. Randle High School & Harry Wright Junior High School**

Site excavation, foundation work, and steel erection are in progress.  
Schools are on schedule to open in August 2021.



**Synthetic Turf & Track Projects**

Project is complete.  
Final pay application is on the December Board Agenda.



### **Foster High School Athletic Improvements**

Lockers have been installed.

Baseball/Softball field construction is scheduled to be complete by the end of December 2019.



### **Traylor Stadium Press Box Replacement**

Notice to Proceed has been issued to Bass Construction.

Construction will begin December 2019.

Scheduled for completion in August 2020.



### **Multi-Campus Improvements**

Construction is complete.

Punchlist items remaining.

Final pay application is scheduled for the January Board Meeting.



### **Transportation Fuel Tank Replacement**

Morris & Associates is the A/E Firm of Record.

Design Development is on the November Board Agenda.





### **Jane Long Historic Gym Renovations**

VLK is the Architect of Record.

Construction Documents are being developed.



### **ALC/1621 Additions and Renovations**

VLK is the Architect of Record.

Construction Documents are being developed.



### **Lamar CHS & Lamar JHS Additions & Renovations**

PBK is the Architect of Record.

Design Development is in process.

Construction Manager at Risk recommendation is on the December Board Agenda.



### **Terry HS & George JHS Additions & Renovations**

VLK Architects is the Architect of Record.

Design Development is in process.

Construction Manager at Risk recommendation is on the December Board Agenda.





**Transportation Fuel Tank Replacement**

Morris & Associates is the A/E Firm of Record.

Construction Documents are being developed.



**Multi-Campus Carpet Replacement**

Corgan is the Architect of Record.

Design Development is on the December Board Agenda.



**Multi-Campus Improvements & HVAC Controls Upgrades**

Corgan is the Architect of Record.

Design Development is on the December Board Agenda.



**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	\$111,731,665.60	\$14,768,334.40
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	\$349,804.00	\$2,850,196.00
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	\$654,210.00	\$11,545,790.00

**2017 BOND TECHNOLOGY SUMMARY**

PROJECT NAME	PROJECT BUDGET	COMMITTED	BALANCE
IFP-Interactive Flat Panel	\$9,044,000.00	\$4,991,996.78	\$4,052,003.22
PTO-Printer Refresh	\$1,440,000.00	\$1,346,583.27	\$93,416.73
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	\$697,671.96	\$192,328.04
CR0-Computer Refresh	\$18,344,000.00	\$6,236,255.69	\$12,107,744.31
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
<b>TOTAL</b>	<b>\$34,326,000.00</b>	<b>\$14,560,526.53</b>	<b>\$19,765,473.47</b>
<b>TOTAL TECHNOLOGY BOND</b>	<b>\$34,326,000.00</b>		
<b>REMAINING TECHNOLOGY BOND</b>	<b>\$19,765,473.47</b>		

**2017 BOND TRANSPORTATION SUMMARY**

PROJECT NAME	PROJECT BUDGET	COMMITTED	BALANCE
New Bus Purchase	\$2,560,746.00	\$2,560,746.00	\$0.00
Smart Tag	\$507,300.00	\$507,250.91	\$49.09



# 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	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								WARRANTY																											
Classroom Intruder Locksets					CONSTRUCTION								WARRANTY																											
High School Artificial Turf & Tracks					D	CD	P	CONST					WARRANTY																											
Foster HS Athletic Improvements					D	CD	P	CONST					WARRANTY																											
CES, WES, WMS, NMS Improv.					D	CD	P	CONST					WARRANTY																											
ES Cooler/Freezer Replacement					D	CD	P	CONST					WARRANTY																											
High School LOTE Lab Installation					D	CD	P	CONST					WARRANTY																											
Fuel Tank Replacement									D	CD	P	CONST					WARRANTY																							
Traylor Stadium Pressbox					DESIGN				CD	P	CONSTRUCTION						WARRANTY																							
Austin, Bowie, D. Smith, T. Ray & Jackson Improv.*									D	CD	P	CONST					WARRANTY																							
FHS, BJHS, JES, PES, LES Improv.*									D	CD	P	CONST					WARRANTY																							
Jane Long Auditorium Seating											CD	P	CONST				WARRANTY																							
Jane Long Historical Gym Renovations									DESIGN		CD	P	CONSTRUCTION			WARRANTY																								
ALC Additions & Renovations									DESIGN		CD	P	CONST																											
Elementary (#29)*									D	CD	P	CONSTRUCTION												WARRANTY																
Elementary (#30)*													D	CD	P	CONSTRUCTION											WARRANTY													
Elementary (#31)*													D	CD	P	CONSTRUCTION											WARRANTY													
Randle High School & Wright Junior High					D	CD	P	CONSTRUCTION																			WARRANTY													
Lamar Complex Exterior Improvements					DESIGN					CD	P	CONSTRUCTION															WARRANTY													
Lamar HS & JHS Add & Renov.*									DESIGN		CD	P	CONSTRUCTION														WARRANTY													
Terry HS & GJHS Add & Renov.*									DESIGN		CD	P	CONSTRUCTION														WARRANTY													
HS Multi-Purpose* Orchestra Additions										DESIGN		CD		P	CONSTRUCTION											WARRANTY														
Brazos Crossing Exterior*										DESIGN		CD		P	CONSTRUCTION											WARRANTY														

**INFORMATION ITEM: SCHOOL RESOURCE DIVISION UPDATE**

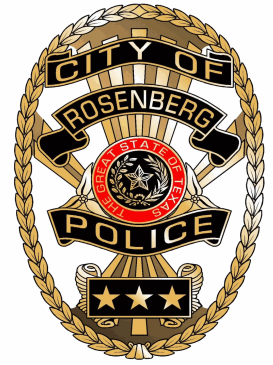
In order to maintain a safe, secure and welcoming learning environment for our students and staff, the District contracts with the Rosenberg Police Department for police services. Attached you will find the most recent published report(s) from the School Resource Division.

Resource Person: Mike Rockwood, Chief of Staff  
Assistant Chief Jarret Nethery, Rosenberg Police Department

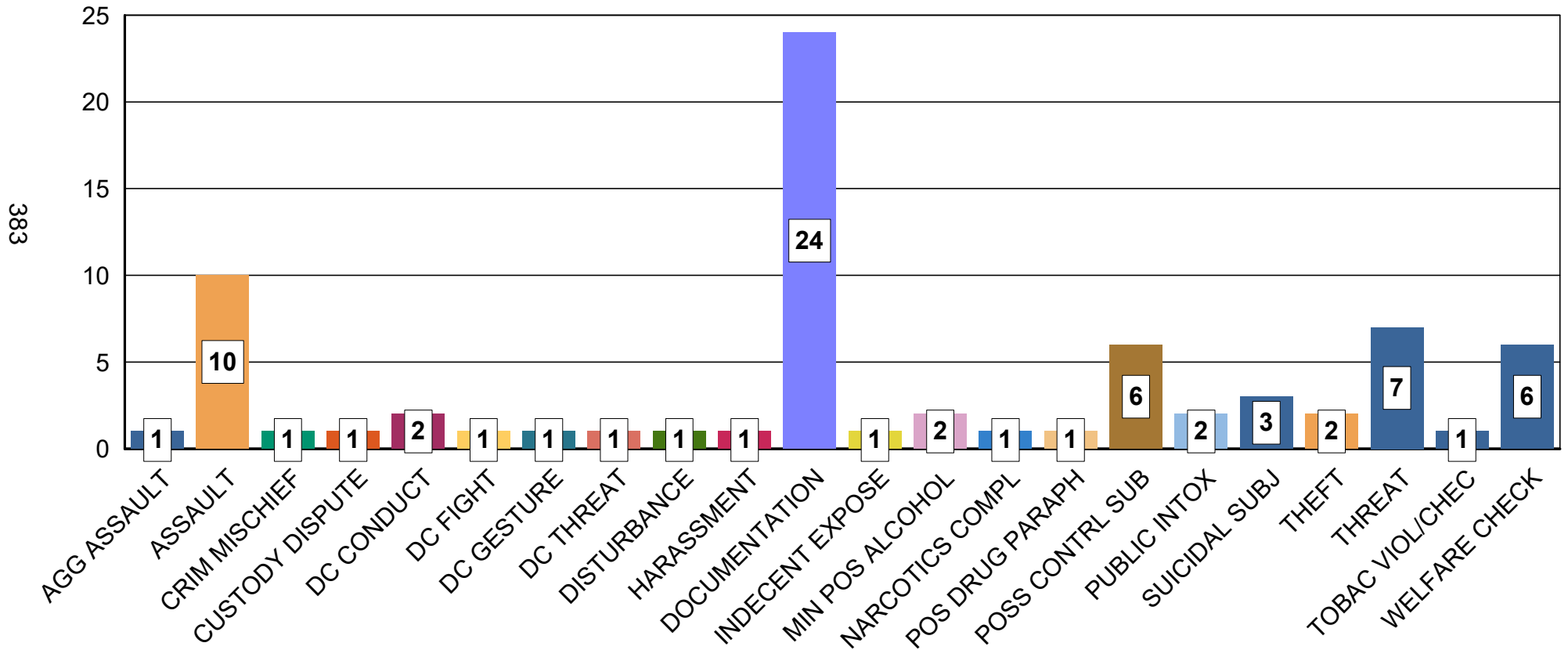
# SRO Division

## Monthly Activity - Incident Response

### October 2019



### Incident Types





**AGG ASSAULT : 1**

AGG ASSAULT 19-44184 4814 MUSTANG AVE; LAMAR JR HIGH AADW Price, Jerry

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**ASSAULT : 10**

ASSAULT 19-41388 1708 AVE M; ALC ASLT Phillips, S

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Assault 19-42093 4700 AVE N; NAVARRO MIDDLE SCHOOL ASIM Segura, Daryl

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Assault 19-42853 1708 AVE M; ALC ASPT Phillips, S

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Assault 19-43218 4700 AVE N; NAVARRO MIDDLE SCHOOL ASIM Segura, Daryl

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ASSAULT 19-43441 8181 FM 762; GEORGE RANCH HIGH SCHOOL ASIM Bubb, Katrina

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Assault 19-44137 4700 AVE N; NAVARRO MIDDLE SCHOOL Becerra, Joseph

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Assault 19-44228 3101 VISTA DR; 3101 PLACE APTS APT 5302 ASLT Armstrong, B

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Assault 19-44433 1708 AVE M; ALC ASTH Phillips, S

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Assault 19-44977 4400 FM 723; FOSTER HIGH SCHOOL ASIM Weishiemer, R

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Assault 19-45225 4240 FM 723; WERTHEIMER MIDDLE SCHOOL ASIM James Edge

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**CRIM MISCHIEF : 1**

CRIM MISCHIEF 19-42720 1708 AVE M; ALC RARE Phillips, S

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**CUSTODY DISPUTE : 1**

CUSTODY DISPUTE 19-41200 402 MACEK RD; VELASQUEZ ELEMENTARY CINT Bubb, Katrina

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**DC CONDUCT : 2**

DC CONDUCT 19-44999 4601 AIRPORT AVE; GEORGE JR HIGH OBMA Becerra, Joseph

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In House	19-41973	6110 AUGUST GREEN DR; ARREDONDO ELEMENTARY	INH	Becerra, Joseph
In House	19-42101	9320 CHARGER WAY; LEAMAN JR HIGH	INH	Rios, Mario
In House	19-42223	9320 CHARGER WAY; LEAMAN JR HIGH	INH	Rios, Mario
In House	19-42240	9302 CHARGER WAY; FULSHEAR HIGH SCHOOL	MH	Nichols, C
In House	19-42242	8101 FM 762; READING JR HIGH	INH	Kreusch, Kelly
In House	19-42367	9302 CHARGER WAY; FULSHEAR HIGH SCHOOL	UPDM	Nichols, C
In House	19-42918	4700 AVE N; NAVARRO MIDDLE SCHOOL	INH	Segura, Daryl
In House	19-43225	1930 J MEYER RD; MEYER ELEMENTARY; J MEYER ELEMENTARY	INH	Segura, Daryl
IN HOUSE	19-43239	4700 AVE N; NAVARRO MIDDLE SCHOOL	INH	Becerra, Joseph
In House	19-44003	5017 AVE I; LAMAR BUS BARN	INH	Segura, Daryl
In House	19-44173	4300 FM 723; BRISCOE JR HIGH	INH	James Edge
306 IN HOUSE	19-44204	4700 AVE N; NAVARRO MIDDLE SCHOOL	INH	Segura, Daryl
In House	19-44353	9302 CHARGER WAY; FULSHEAR HIGH SCHOOL	INH	Rios, Mario
In House	19-44411	8181 FM 762; GEORGE RANCH HIGH SCHOOL	INH	Armstrong, B
In House	19-45020	4240 FM 723; WERTHEIMER MIDDLE SCHOOL	INH	James Edge
In House	19-45152	6110 AUGUST GREEN DR; ARREDONDO ELEMENTARY	INH	Becerra, Joseph
In House	19-45489	3131 Learning Tree Ln		Becerra, Joseph
In House	19-45517	4300 FM 723; BRISCOE JR HIGH		James Edge
<b>INDECENT EXPOSE : 1</b>				
INDECENT EXPOSE	19-44577	4601 AIRPORT AVE; GEORGE JR HIGH	DCE	Segura, Daryl

**MIN POS ALCOHOL : 2**

MIN POS ALCOHOL	19-42837	4601 AIRPORT AVE; GEORGE JR HIGH	ALMP	Segura, Daryl
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MIN POS ALCOHOL	19-45174	4601 AIRPORT AVE; GEORGE JR HIGH	ALMP	Segura, Daryl
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**NARCOTICS COMPL : 1**

NARCOTICS COMPL	19-42350	8181 FM 762; GEORGE RANCH HIGH SCHOOL	PC3Z	Armstrong, B
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**POS DRUG PARAPH : 1**

POS DRUG PARAPH	19-44581	9302 CHARGER WAY; FULSHEAR HIGH SCHOOL	PODP	Nichols, C
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**POSS CONTRL SUB : 6**

POSS CONTRL SUB	19-42071	8181 FM 762; GEORGE RANCH HIGH SCHOOL		Armstrong, B
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POSS CONTRL SUB	19-42700	8181 FM 762; GEORGE RANCH HIGH SCHOOL		Kreusch, Kelly
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POSS CONTRL SUB	19-42712	8181 FM 762; GEORGE RANCH HIGH SCHOOL	PODP	Bubb, Katrina
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POSS CONTRL SUB	19-43258	9302 CHARGER WAY; FULSHEAR HIGH SCHOOL	PCFD	Nichols, C
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POSS CONTRL SUB	19-44026	4300 FM 723; BRISCOE JR HIGH	PCFD	James Edge
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POSS CONTRL SUB	19-45490	8181 FM 762; GEORGE RANCH HIGH SCHOOL		Armstrong, B
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**PUBLIC INTOX : 2**

PUBLIC INTOX	19-42339	4400 FM 723; FOSTER HIGH SCHOOL	PIM	DeRoch, Sean
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PUBLIC INTOX	19-43420	8181 FM 762; GEORGE RANCH HIGH SCHOOL	PI	Bubb, Katrina
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**SUICIDAL SUBJ : 3**

SUICIDAL SUBJ	19-40789	117 LANE DR STE 14; 1621 PLACE	MH	Phillips, S
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SUICIDAL SUBJ	19-43058	6110 AUGUST GREEN DR; ARREDONDO ELEMENTARY	WELF	Becerra, Joseph
SUICIDAL SUBJ	19-45208	6110 AUGUST GREEN DR; ARREDONDO ELEMENTARY	MH	Segura, Daryl
<b><u>Theft</u></b>	<b>: 2</b>			
Theft	19-44193	4400 FM 723; FOSTER HIGH SCHOOL	THTA	DeRoch, Sean
THEFT	19-45358	7910 WINSTON RANCH PKWY; ADOLPHUS ELEMENTARY		James Edge
<b><u>THREAT</u></b>	<b>: 7</b>			
THREAT	19-40822	3602 WILLIAMS WAY BLVD; HUTCHISON ELEMENTARY	TERB	DeRoch, Sean
THREAT	19-40828	4814 MUSTANG AVE; LAMAR JR HIGH	TERB	Price, Jerry
THREAT	19-41282	8181 FM 762; GEORGE RANCH HIGH SCHOOL	TERB	DeRoch, Sean
THREAT	19-42234	1205 MULCAHY ST	TERB	Becerra, Joseph
THREAT	19-43996	4400 FM 723; FOSTER HIGH SCHOOL	ASTH	Weishiemer, R
THREAT	19-45052	7300 S MASON RD; MCNEILL ELEMENTARY	TERB	DeRoch, Sean
THREAT	19-45388	4400 FM 723; FOSTER HIGH SCHOOL		Weishiemer, R
<b><u>TOBAC VIOL/CHEC</u></b>	<b>: 1</b>			
TOBAC VIOL/CHEC	19-41214	4601 AIRPORT AVE; GEORGE JR HIGH	TVMP	Segura, Daryl
<b><u>Welfare Check</u></b>	<b>: 6</b>			
Welfare Check	19-41159	4601 AIRPORT AVE; GEORGE JR HIGH	MH	Segura, Daryl
Welfare Check	19-41208	1708 AVE M; ALC	ASPS	Phillips, S
WELFARE CHECK	19-41843	6110 AUGUST GREEN DR; ARREDONDO ELEMENTARY	INH	Becerra, Joseph



Welfare Check	19-42219	4300 FM 723; BRISCOE JR HIGH	MH	James Edge
Welfare Check	19-42885	6110 AUGUST GREEN DR; ARREDONDO ELEMENTARY	MH	Bubb, Katrina
Welfare Check	19-43237	6110 AUGUST GREEN DR; ARREDONDO ELEMENTARY	MH	Bubb, Katrina

389

**Grand Total:**

**76**

11/4/2019

**INFORMATION ITEM: LAMAR EDUCATIONAL AWARDS FOUNDATION  
(L.E.A.F.) UPDATE**

The Lamar Educational Awards Foundation awarded \$489,763 in November to Lamar CISD campuses. The L.E.A.F. “Grant Express” awarded 224 grants to Lamar CISD teachers at 40 different campuses. Since 2000, L.E.A.F. has awarded \$4,302,663 in teaching grants to Lamar CISD campuses.

<b>Year</b>	<b>Number of teaching grants</b>	<b>Total amount</b>
2000	72	\$ 32,559.34
2001	37*	\$ 44,101.33
2002	41	\$ 50,536.27
2003	47	\$ 68,153.01
2004	57	\$ 87,036.00
2005	89	\$138,013.09
2006	101	\$150,665.00
2007	101	\$161,045.00
2008	100	\$171,701.68
2009	112	\$184,329.18
2010	107	\$190,762.00
2011	105	\$203,660.00
2012	111	\$217,537.87
2013	133	\$253,288.00
2014	158	\$317,045.00
2015	175	\$319,468.00
2016	173	\$339,455.00
2017	214	\$432,008.00
2018	205	\$451,535.00
2019	224	\$489,763.00

\*Grant amounts were raised during 2001 from \$500 per grant to \$1000 for individual teacher and \$3,000 for grade level.

Resource Person: Mike Rockwood, Chief of Staff  
Janice Knight, Executive Director of L.E.A.F.

**INFORMATION ITEM: TRANSPORTATION UPDATE**

**TRANSPORTATION QUARTERLY BOARD UPDATE  
(September 2019 – November 2019)**

**PERSONNEL UPDATES**

Full-time drivers hired	7		
Drivers in training	13		
Bus aides hired	8		
Hiring Incentives Paid		Employee	Referrer
Initial	7		0
Six Month	0		0

**ON THE ROAD BUS ACCIDENTS**

<i>Date</i>	<i>Bus</i>	<i>Action</i>	<i>Location</i>	<i>Preventable Exp.</i>	
190912	411412	Bus hit a pole at turnaround	Dahlia at Petunia	P	12Y
190916	411415	Bus hit car while exiting bus drive	Arrendondo Elementary	P	3Y
190918	317412	Bus hit car at an apartment turnaround	Fountains Apts.	P	13Y
191014	411408	Truck hit bus head on	McCrary Road	Non	3Y
191104	411407	Bus hit car exiting campus	Roberts MS	P	1Y
191111	411431	Bus hit car	Irby Cobb and Benton	P	4Y
191118	414422	Bus turned in front of PU	US90 and spur 10	P	6Y

**CO-CURRICULAR AND EXTRA CURRICULAR FIELD TRIPS**

<b>Site</b>	<b>Number of Trips</b>	<b>Bus Miles</b>	<b>Sped Bus Miles</b>	<b>Truck Miles</b>	<b>White Fleet Miles</b>
<b>Rosenberg</b>	1001	53,328	1146	3900	2221
<b>Fulshear</b>	716	54277	1119	7266	3039

## BUS/VEHICLE MAINTENANCE

There were 57 roadside calls for buses requiring roadside assistance. Transportation Department procedure to assist roadside calls is to send one or more mechanics to the site. A replacement bus may be sent at the same time with a mechanic, or a nearby bus may be sent if one is in the area and available.

## ROUTING & SCHEDULING

We had the following am/pm home to school routes in operation for the month:

Home to School Routes	Blue Track	Red Track	Gold Track	Maroon Track	Purple Track
Regular	29	49	30	39	23
SPED	6	9	8	7	6
Van	2	2	1	2	1
Displaced Students	56	24	25	11	3

## TRAINING AND OTHER EVENTS

Monthly safety meetings resumed with the start of the school year. Backing safety, turning procedures, and post-trip inspections were the main topics covered. During the November purple track meeting, Fulshear Assistant Principal Tracey Williams had the Fulshear High School culinary arts class prepare breakfast snacks and she conducted training for our staff on student behavior management.

LCISD fleet technicians completed training from an outside vendor on diesel particulate filter diagnostic and maintenance, and diesel exhaust fluid maintenance.

The Commercial Carrier Journal is a trucking magazine that we use for technical and industry information. Each year CCJ runs a contest called "The Flashiest Fleet". Justin Terry took pictures of all of the Lamar CISD band trailers and we entered them in the contest. In November, we received notice that our trailers won 2<sup>nd</sup> place in this nationwide contest.

[https://www.ccjdigital.com/telling-stories-visually-ccjs-five-flashiest-fleets-of-2019/?utm\\_source=daily&utm\\_medium=email&utm\\_content=11-13-2019&utm\\_campaign=Commercial%20Carrier%20Journal&ust\\_id=0110fdbac310b3d3224ade678b35501a&utm\\_term=newsletter-2-daily-position-top-story](https://www.ccjdigital.com/telling-stories-visually-ccjs-five-flashiest-fleets-of-2019/?utm_source=daily&utm_medium=email&utm_content=11-13-2019&utm_campaign=Commercial%20Carrier%20Journal&ust_id=0110fdbac310b3d3224ade678b35501a&utm_term=newsletter-2-daily-position-top-story)

## STUDENT DISCIPLINE

There were a total of 18 discipline reports issued for the three months including September, October, and November 2019.

**FUEL REPORT**

**LAMAR CISD TRANSPORTATION**

**Activity Summary Report by  
Account for Product**

**9/1/2019 – 11/30/2019**

			<b>Number of Transactions</b>	<b>Qty</b>	<b>Amount</b>
<b>Account:</b>	<b>001</b>		VOCATIONAL		
<b>Product:</b>	01	Unleaded	1	10.400	\$22.57
<b>Product:</b>	02	#2 Diesel	29	727.200	\$1,496.90
			<b>30</b>		
<b>Account Totals:</b>				<b>737.600</b>	<b>\$1,519.47</b>
<b>Account:</b>	<b>034</b>		DISTRIBUTION		
<b>Product:</b>	01	Unleaded	102	1936.500	\$4,202.28
			<b>102</b>		
<b>Account Totals:</b>				<b>1936.500</b>	<b>\$4,202.28</b>
<b>Account:</b>	<b>050</b>		MAINTENANCE		
<b>Product:</b>	01	Unleaded	840	14603.800	\$30,369.76
<b>Product:</b>	02	#2 Diesel	306	2560.300	\$5,620.95
			<b>1146</b>		
<b>Account Totals:</b>				<b>17164.100</b>	<b>\$35,990.71</b>
<b>Account:</b>	<b>053</b>		TECHNICAL SERVICES		
<b>Product:</b>	01	Unleaded	98	1355.400	\$2,790.19
			<b>98</b>		
<b>Account Totals:</b>				<b>1355.400</b>	<b>\$2,790.19</b>
<b>Account:</b>	<b>060</b>		Transportation		
<b>Product:</b>	01	Unleaded	325	4528.000	\$9,037.64
<b>Product:</b>	02	#2 Diesel	5055	166163.200	\$341,058.56
			<b>5380</b>		
<b>Account Totals:</b>				<b>170691.200</b>	<b>\$350,096.20</b>
<b>Account:</b>	<b>080</b>		SECURITY		
<b>Product:</b>	01	Unleaded	249	3536.800	\$7,297.70
			<b>249</b>		
<b>Account Totals:</b>				<b>3536.800</b>	<b>\$7,297.70</b>
<b>Product:</b>	01	Unleaded	8	134.900	\$266.36



<b>Account Totals:</b>			<b>8</b>	<b>134.900</b>	<b>\$266.36</b>
<b>Account:</b>	<b>78</b>				
<b>Product:</b>	01	Unleaded			
			<b>85</b>	<b>1342.900</b>	<b>\$2,896.19</b>
<b>Account Totals:</b>			<b>85</b>	<b>1342.900</b>	<b>\$2,896.19</b>

Resource Persons: Chris Juntti, Interim Deputy Superintendent of Support Services  
Mike Jones, Director of Transportation

**INFORMATION ITEM: STEWARDSHIP REPORT**

The 2019 Stewardship Report has been updated to provide information regarding academic improvement, financial strength and organizational excellence. While this report doesn't include every aspect of the organization—it does provide a glimpse of what's being done for the students and taxpayers of Lamar CISD.

Resource Person: Dr. Thomas Randle, Superintendent of Schools

## **INFORMATION ITEM: PARENT INVOLVEMENT UPDATE**

### **Parent Involvement**

During Parent Involvement Week (November 11-15), activities were planned for each campus to invite parents to visit and volunteer at their child's campus. These campus and district parent involvement activities were posted on each individual school and PTO/PTA website, as well as on Facebook, Instagram, and Twitter.

There were several district-wide activities that have been implemented. These included:

- Districtwide parent programs such as Veterans' Day and many additional programs
- District web page—posted information on parent involvement activities

### **Volunteers in Public Schools**

The Volunteers in Public Schools (VIPS) program currently has 4,874 volunteers assisting Lamar CISD campuses. Each campus may have a volunteer coordinator who implements volunteer training and oversees parental involvement activities.

### **Common Threads**

Common Threads has assisted 3,063 students with clothing, backpacks, toiletries, shoes, and school supplies since August 3, 2019.

The winter clothing distribution began on October 14, 2019. Winter items will be available to all students and staff until February 27, 2020. At that point, we will store all winter items to get ready for summer. Students from uniform schools will receive long-sleeved shirts, uniform jackets, pants and coats (additional non-uniform jackets will be given). Non-uniform schools will receive shirts, pants/shorts and two non-uniform jackets. New underwear and socks, as well as shoes, will be given out according to need.

### **Parent Liaisons**

There are two parent liaisons working to increase parent involvement at two Title I campuses. The campuses are George Junior High and B.F. Terry High School.

The parent liaison's role is to:

- involve and encourage parent participation in their child's education
- provide valuable learning opportunities for parents to implement at home
- encourage communication between parents and school personnel
- create parental awareness of school policies, procedures, and programs

In addition, parent liaisons help implement the following campus activities:

- facilitate parent workshops and information sessions
- help plan and implement activity nights such as math/reading/science nights and weekend projects (fun/educational craft projects for parents/child to work on at home)
- provide campus and community resources to parents via newsletters or email lists
- translate information and assist with translating during school meetings as needed
- promote participation in Site Based Decision Making Team

Resource Persons: Dr. Terri Mossige, Chief Academic Officer  
Dr. Jon Maxwell, Executive Director of Student Programs  
Dr. Jennifer Roberts, Director of Student Services  
Jill Davis, Parent Involvement Facilitator

## **INFORMATION ITEM: ADVERTISING ON SCHOOL BUSES**

### **REGULATION**

Texas Administrative Code Title 37 Part 1 Chapter 14 Subchapter E governs advertising on school buses regulating placement of advertising, size of advertisements, acceptable materials and constructions of advertisements, and stipulates reporting requirements. Districts are required to report to the Texas Department of Public Safety each year the number of buses bearing advertisements, and are additionally required to separately report details of accidents directly or indirectly involving school buses bearing advertisements. Advertising on school buses is also addressed in Board Policy CNB(Legal).

### **PLACEMENT**

Ads up to 30” by 90” may be placed at eye level on the left side of the bus aft of the rear axle. Ads up to 18” by 108” may be placed above the window line on the roof of the bus aft of the rear axle on either side of the bus.

### **MATERIAL AND CONSTRUCTION**

Ads must be made of vinyl or similar material and affixed to the side of the bus without brackets or protruding material which could cause hazard of snagging. Any reflective material covered by the ads must be replaced over or around the ad.

### **MANAGEMENT AND IMPLEMENTATION**

Districts may contract with a media company to sell, construct and place the ads on buses, or may maintain part or all of the operation in-house. Media companies will typically charge a fee of 30% or more of the revenue for the contract management.

Resource persons: Chris Juntti, Interim Deputy Superintendent of Support Services  
Mike Jones, Director of Transportation

**INFORMATION ITEM: COMPREHENSIVE FACILITIES STUDY  
AND LONG-RANGE FACILITIES PLAN UPDATE**

PBK Architects, Inc. was approved by the Lamar CISD Board of Trustees on December 20, 2018 to conduct a Comprehensive Facilities Study and a Long-Range Facilities Plan. Site visits have been completed at all District facilities. PBK Architects will present an update of the Comprehensive Facilities Study and Long-Range Facilities Plan.

Resource persons: Chris Juntti, Interim Deputy Superintendent for Support Services  
Kevin McKeever, Executive Director of Facilities & Planning

**INFORMATION ITEM: SMART TAG RIDERSHIP TRACKING PROGRAM**

The Smart Tag bus ridership tracking system is now in process of being rolled out. Data migration, device installation, and employee training are being scheduled at this time. Lamar CISD will begin a modified roll out of the Smart Tag system with a target “go live” date in March of 2020. Campuses participating in the roll out will be Beasley Elementary, Culver Elementary, Navarro Middle School, Huggins Elementary, and Roberts Middle School. Campus leadership will participate in the process and their communities will provide valuable feedback as we implement the system. During the roll out process, students will be issued RFID cards and buses will be equipped with card readers that students swipe upon entering/exiting the bus. This feedback will assist members of the transportation department as we roll out a district-wide implementation in the fall of 2020. The Smart Tag system is intended to assist the district with verifying locations of all bus riders with real-time information regarding times students enter and exit their bus. Parents will also be informed and provided information regarding their ability to see their student’s ridership information. This system was previously approved by the LCISD Board of Trustees and is funded through 2017 Bond Funds.

Resources Persons: Chris Juntti, Interim Deputy Superintendent of Support Services  
Mike Jones, Director of Transportation



**INFORMATION ITEM: ESTIMATED PROJECT FUNDS AVAILABLE**

Lamar CISD has four bond programs (2006, 2011, 2014, and 2017) actively underway. Until a project is complete and officially closed out, only an estimate of remaining funds can be made. As requested by the Board of Trustees, Administration is estimating that \$3.4 million may be available for reallocation following the completion of all committed projects. Details by bond program follow:

2006 Bond Funds	\$1,250,000
2011 Bond Funds	\$ 150,000
2014 Bond Funds	\$2,000,000

These funds are monitored on a monthly basis and are subject to change. Funds for the 2017 bond program are not reflected above due to the vast number of projects that are in early stages of completion and/or not started.

Resource Persons: Jill Ludwig, CPA, RTSBA, Chief Financial Officer  
Yvonne Dawson, RTSBA, Director of Budget and Treasury  
Chris Juntti, Interim Deputy Superintendent of Support Services  
Kevin McKeever, Executive Director of Facilities and Planning