

A PROUD TRADITION | A BRIGHT FUTURE

REGULAR BOARD MEETING

Thursday, March 19, 2020

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
MARCH 19, 2020
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
 - A. Commended Scholar
 - B. Hispanic Scholar
 - C. National Merit Finalist
4. Introductions
5. Audience to patrons
6. Approval of minutes
 - A. February 12, 2020 - Special Meeting 7
 - B. February 18, 2020 - Special Meeting (Workshop) 9
 - C. February 20, 2020 - Regular Board Meeting 13
7. Board members reports
 - A. Meetings and events
8. Superintendent reports
 - A. Meetings and events
 - B. Information for immediate attention
9. **ACTION ITEMS**
 - A. **Goal: Instructional**
 1. Consider approval for the District to apply for a waiver for additional staff development minutes 21
 2. Consider approval of out-of-state student trip requests, including, but not limited to:
 - a. Foster and George Ranch High Schools Distributive Education Clubs of America (DECA) 22
 - b. Foster, Fulshear, George Ranch, Lamar Consolidated, and Terry High Schools Theatre 23
 3. Consider approval of instructional material recommendations 24
 4. Consider approval for the District to apply for a waiver to limit foreign exchange student enrollment 28
 5. Consider approval for the District to apply for a waiver certifying an alternative to the teacher data portal of the Texas Assessment Management Systems (TAMS) 29

6. Consider approval of new dual credit courses for the 2020-2021 school year	30
7. Consider approval of new courses for the 2020-2021 school year	31
B. Goal: Planning	
1. Consider ratification of Financial and Investment Reports	32
2. Consider approval of budget amendment requests	36
3. Consider approval of resolution and revisions to accumulated leave buyback plan documents	38
4. Consider approval of Blanket Purchase Agreement (BPA) with HON Company LLC	53
5. Consider approval of commercial refrigeration and kitchen equipment repair	56
6. Consider approval of painting and wall covering services	58
7. Consider approval of purchase of temporary classrooms	60
8. Consider approval of request for 2020 Historic Site Exemption Qualification for the George Ranch Historical Park	61
9. Consider approval for 2020 Historic Site Exemption Qualification for the Darst-Yoder House	66
10. Consider approval of Lamar CISD 2020 Bond timeline considerations	71
11. Consider approval of resolutions proclaiming:	
a. Educational Administrative Professionals' Week	74
b. Librarians' Week	76
c. Public School Volunteer Appreciation Week	78
12. Consider approval of change order #1 and final payment for the Traylor Stadium track resurfacing	80
13. Consider approval of design development for Terry High School and George Junior High School additions and renovations	83
14. Consider approval of CSP#07-2020RG for carpet replacements at Foster High, Briscoe Junior High, Jane Long Elementary, Jackson Elementary, and Pink Elementary schools	84
15. Consider approval of CSP#08-2020RG for miscellaneous campus renovations and controls upgrade	88
16. Consider approval of design development for Fletcher Morgan, Jr. Elementary School	91
17. Consider approval of professional surveying services for Fletcher Morgan, Jr. Elementary School	92
18. Consider approval of geotechnical study for Fletcher Morgan, Jr. Elementary School	98
19. Consider approval of traffic study for Fletcher Morgan, Jr. Elementary School	111
20. Consider approval of Texas Accessibility Standards review and inspection for Fletcher Morgan, Jr. Elementary School	114

21. Consider approval of network fiber connections for Dr. Thomas E. Randle High School and Harry Wright Junior High School	119
22. Consider approval of network hardware for Dr. Thomas E. Randle High School and Harry Wright Junior High School	122
23. Consider approval of amendment No. 9 to requote #18-2016LN, the HVAC full coverage maintenance and service agreement	128
24. Consider approval of Guaranteed Maximum Price amendment to the contract with Drymalla Construction Company	131
25. Consider approval of abatement monitoring services for the Bowie Elementary School renovations	133
26. Consider approval of amendment No. 6 to the interlocal cooperation contract with Texas General Land Office	138
27. Consider approval of materials testing for miscellaneous campus renovations	143
28. Consider approval of change order #1 and final payment for the synthetic turf and track at Campbell and Dickinson Elementary schools	154
29. Consider approval of addition to the 2019-2020 compensation plan	157
C. Goal: Technology	
1. Consider approval of network hardware for George Ranch High School	158
2. Consider approval of network hardware for multiple campuses	162
3. Consider approval of districtwide iPad refresh	165
10. INFORMATION ITEMS	
A. Goal: Instructional	
1. Semester 1 Canvas Usage update	166
2. 2019 - 2020 School Health Advisory Council Spring update	170
3. Naviance for non-district students	173
4. Special Education Update	174
5. Freezing of new intra-district/inter-district transfer requests to Adolphus, Arredondo, Austin, Bentley, Bowie, Frost, Hubenak, Huggins, Hutchison, Long, McNeill, Ray, and Travis Elementary Schools	175
6. Freezing of new intra-district and inter-district transfer requests to Polly Ryon Middle School, Reading Junior High School, and George Ranch High School	176
B. Goal: Planning	
1. Tax Collection Report	177
2. Payments for Construction Projects	178
3. Bond Update	
a. 2014	181
b. 2017	185
4. School Resource Division Update	191
5. Campus Climate Surveys	197

6. Transportation Update	198
7. Board workshops and meetings	202
8. Advertising on school buses	203
9. Medical/Rx Plan structural changes	204
10. Comprehensive facilities study and long-range facilities plan	205
11. CLOSED SESSION	
A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time_____)	
1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.	206
a. Approval of personnel recommendations for employment of professional personnel	207
b. Employment of professional personnel (Information)	210
c. Employee resignations and retirements (Information)	211
d. Consider extension of administrative contracts	213
e. Reassignment of professional personnel (Information)	219
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 6th day of March 2020 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 12th day of February 2020, 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 7:05 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
Rick Morris	Attorney

BUSINESS TRANSACTED

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

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 / 551.082 / 551.0821
 - a. Parent grievance/complaint hearing. This hearing may be held in Closed Session pursuant to Sections 551.074, 551.082, and 551.0821.

Minutes of Regular Board Meeting February 12, 2020 – page 11

2. 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.
3. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
4. 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

1. **Section 551.074 / 551.082 / 551.0821**
 - a. **Parent grievance/complaint hearing. This hearing may be held in Closed Session pursuant to Sections 551.074, 551.082, and 551.0821.**

The Board adjourned to Closed Session at 7:37 p.m. for the purpose listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 8:15 p.m.

1. Section 551.074 / 551.082 / 551.0821
 - a. Parent grievance / complaint hearing.

It was moved by Mr. Welch and seconded by Ms. Kaminski that the Board of Trustees deny the requested relief in the grievance.

The motion carried unanimously.

ADJOURNMENT

The meeting adjourned at 8:21 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Kay Danziger
President of the Board of Trustees

Mandi Bronsell
Secretary of the Board of Trustees

Special Meeting

Be It Remembered

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

Notice of Special Meeting Held

On this the 18th day of February 2020, 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
Mike Rockwood	Chief of Staff
Chris Juntti	Interim Deputy Superintendent of Support Services
Jill Ludwig	Chief Financial Officer
Terri Mossige	Chief Academic Officer
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 February 20th Regular Board meeting agenda items

The Board reviewed the February 20th Regular Board Meeting Agenda items.

10. ACTION ITEMS

10. A GOAL: INSTRUCTIONAL

Minutes of Special Board Meeting February 18, 2020 – page 13

10. A-2 **Consider approval of the updated Memorandum of Understanding between Houston Galveston Institute and Lamar Consolidated Independent School District**

Mr. Welch asked if Special Education teachers use this service and do they know how to make an appointment. Dr. Maxwell said yes. Dr. Roberts said HGI really support students, but if a teacher were in need and there was a therapist on-site and available, they would have access to them. This is not like an Employee Assistance Program.

Ms. Williams asked if HGI assist the students that need counseling when the regular counselors are busy during the two-week scheduling sessions. Dr. Roberts said there is a rotation for the students to meet one on one with their counselor to do course selection. In high schools, to see the HGI therapist they are referred by the school counselor/teacher/administrator who sets up an appointment.

Ms. Kaminski wanted clarification if this is a mental health service. Dr. Roberts said yes and they have a schedule they go by based on the referrals they receive. Ms. Kaminski asked if our teachers have used them before. Dr. Roberts said yes.

Ms. Danziger asked if the parents can request their child see the therapist. Dr. Roberts said yes.

10. B **GOAL: PLANNING**

10. B-5 **Consider approval of the 2020-2021 Student/Staff Instructional Calendar**

Mr. Rockwood presented an overview of the process.

Mr. Welch asked if there has been parent involvement in this process. Mr. Rockwood said the DSIC has 8 parent reps and 4 community reps on the committee. The reps that are teaching staff had an opportunity to go back and talk with their campus or communities and get input on the process.

Ms. Danziger asked if any of the campuses shared these calendars with their PTO or just the teachers. Mr. Rockwood said there was no instruction given on how to share but the intent was for them to go out and talk to the community and campus and create the options. Then they were to go back and share the final options with them.

Mr. Hunt asked if calendar option B is similar to the one presented in the survey last year. Mr. Rockwood said in general, yes, it has an addition of minutes to both elementary and secondary. Last year the District came up with the two recommendations based on previous input. This year calendar option B was completely recommended and created by the DSIC.

Ms. Danziger asked if we are comparable to other districts with the minutes. Mr. Rockwood said since HB2610 and the District of Innovation there really is a wide variety of minutes. He said they looked at Region 4 districts and on average our secondary campuses are about 5 minutes lower than that sample group and our elementary campuses are about 8 minutes lower. You have some districts that have 20 additional minutes at elementary level and 15 minutes at the secondary level. You see a little bit of everything in the sample group.

Ms. Kaminski said the minutes have always bothered her and she asked if the minutes have anything to do with instructional education. Mr. Rockwood said the bell schedule could impact the instruction. It would add additional minutes to the day and

Minutes of Special Board Meeting February 18, 2020 – page 14

they would have more instructional time before state assessments. Ms. Kaminski asked if we have ever had President's day off. Mr. Rockwood said not in a while. He said some districts do President's day and some do Columbus Day. Lamar CISD maintains Fort Bend County Fair Day, not all districts take this day off. Ms. Kaminski asked why we have January 4th off when the kids have already been off for two weeks. Mr. Rockwood said it is required that the teachers have a work day prior to instruction in the second semester.

10. B-7 Consider approval of the establishment of a Lamar Consolidated Independent School District police department

Mr. Welch asked why on some items the Board President signs and others the Superintendent negotiates and signs. Mr. Rockwood said when you are creating a police force there is a lot of paperwork, and to do that in a timely fashion it would be a lot of work to continually come back to the board to sign all of the paperwork. Delegating the authority to the Superintendent allows him to take care of this in a timely manner. Dr. Randle said the Board is still taking action on the item but are authorizing the Superintendent to execute. Mr. Welch asked what happens to the security officers, are they moved under the police department. Mr. Rockwood said currently we have a two-tiered security force, where we have a contracted service with SROs and SSOs, which are school security officers that are district employees. The SSOs have a flexibility that they can do some different things that a certified peace officer cannot. During this transitional phase, we will continue to have our SSOs and SROs. Mr. Welch asked if everything could not be completed by August 1st was the push to January 1st just a clean start at the new semester. Mr. Rockwood said yes. Mr. Welch said he understands the need for that, but he sees no need to wait until January, even if it is mid-semester. Dr. Randle said the key is to get this done correctly and we do not feel like it will take until July 2021. But we have 15 different municipalities that we will have to interact with, we do not know until we get started.

Mr. Hunt asked when the hiring of the police chief will fit into the timeline. Dr. Randle said they are working on this.

Ms. Kaminski asked when we get our own department what is our role in being over the police department itself. Mr. Warren said the policy and procedures governs any law enforcement entity. In addition to that there is a set of commission rules that all police departments have to abide by.

Ms. Bronsell asked if a chief will be in place and they will help with the hiring process. Mr. Rockwood said yes.

10. B-9 Consider approval of design development for the multi-purpose space and orchestra additions

Mr. Lorin Pargoud and Mr. Mike Mandola from PBK Architects presented to the Board.

11. INFORMTION ITEMS

11. A GOAL: PLANNING

11. A-6 Lamar CISD Whole Child Safety and Wellness Model Update

Minutes of Special Board Meeting February 18, 2020 – page 15

Dr. Jennifer Roberts presented to the Board.

11. A-8 TASB Compensation Plan Review

Ms. Jennifer Barton from TASB presented to the Board.

3. AUDIENCE TO PATRONS

None

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

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

The Board adjourned to Closed Session at 8:23 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 8:53 p.m. No action taken.

ADJOURNMENT

The meeting adjourned at 8:53 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Kay Danziger
President of the Board of Trustees

Mandi Bronsell
Secretary of the Board of Trustees

Regular Meeting

Be It Remembered

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

Notice of Regular Meeting Held

On this the 20th day of February 2020, 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
Joe Hubenak	Member
Alex Hunt	Member
Jon Welch	Member
Joy Williams	Member

Others Present:

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

BUSINESS TRANSACTED

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

2. OPENING OF MEETING

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

3. STUDENT REPOTS – FOSHAN INTERNATIONAL EXCHANGE

Mr. Cuellar introduced the following students and they described their experience on the trip to China in December: Ashlynn Cassidy (Terry High School), Jonathan Cline (George Ranch High School), Luana Baseio Ghandour (George Ranch High School), and Jamie Wright (Algebra teacher from George Ranch High School)

Minutes of Regular Board Meeting February 20, 2020 – page 17

4. RECOGNITIONS/AWARDS

None

5. INTRODUCTIONS

None

6. AUDIENCE TO PATRONS

Ms. Alice Jozwiak thanked Dr. Randle for the professional manner in which he handled the incident with Councilman Balderas. She said on behalf of herself and former Councilwomen Susan Euton and Lynn Moses, she is sorry to the school board and to Dr. Randle and all the parents and students that were affected negatively by any statements made by Councilman Balderas.

7. APPROVAL OF MINUTES

A. JANUARY 14, 2020 – SPECIAL MEETING (WORKSHOP)

It was moved by Ms. Bronsell and seconded by Mr. Hunt that the Board of Trustees approve the minutes of the January 14, 2020 Special Meeting (Workshop). The motion carried unanimously.

B. JANUARY 16, 2020 - REGULAR BOARD MEETING

It was moved by Mr. Welch and seconded by Ms. Williams that the Board of Trustees approve the minutes of the January 16, 2020 Regular Board Meeting. The motion carried unanimously.

8. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Kaminski attended the SHAC meeting.

Mr. Hunt reported the Facilities Committee met and reported the status of projects in the District. He said they have held three of the Community Conversation events (Fulshear, Lamar Consolidated, and Terry High Schools) and each was better attended than the last.

Mr. Welch said he saw his first Lamar wrestling match against George Ranch High and Foster High schools. He did not realize there were female wrestling teams in the district. In December, he attended the Transportation Christmas luncheon and toured the facility.

Ms. Danziger attended the musicals at Terry, Fulshear, and Foster High schools in January. She saw the rodeo art winners. She attended a Safety and Security meeting. She is a member of the Fort Bend County Retired Educators Association and they went to Williams Elementary and donated books to all the children.

9. SUPERINTENDENT REPORTS

a. Meetings and Events

b. Information for Immediate Attention

Minutes of Regular Board Meeting February 20, 2020 – page 18

ACTION ITEMS FOR CONSENT OF APPROVAL: 10. A-1 – 10. A-2; 10. B-1 – 10. B-5; 10. B-9 – 10. B-21; and 10. C-1.

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

10. A GOAL: INSTRUCTIONAL

**10. A-1 Approval of out-of-state student trip requests, including, but not limited to:
a. George Ranch High School Lariettes Dance Team**

Approved out-of-state travel for the George Ranch High School Lariettes Dance Team to travel to Los Angeles, California from March 11 – 15, 2021.

b. Terry High School Choir

Approved out-of-state travel for the Terry High School Choir to travel to Orlando, Florida from March 8 – 11, 2021.

10. A-2 Approval of the updated Memorandum of Understanding between Houston Galveston Institute and Lamar Consolidated Independent School District

Approved the updated Memorandum of Understanding between The Houston Galveston Institute (HGI) Counseling and Lamar Consolidated Independent School District for mental health services provided for students and families, and authorized the Superintendent to execute the agreement. (See inserted pages 18-A – 18-C.)

10. B GOAL: PLANNING

10. B-1 Ratification of Financial and Investment Report

Ratified the Financial and Investment Reports as presented.

10. B-2 Approval of budget amendment requests

Approved budget amendment requests. (See inserted pages 18-D – 18-E.)

10. B-3 Approval of resolutions proclaiming:

a. Diagnosticians' Week

Approved the attached resolution proclaiming March 2-6, 2020 as Texas Educational Diagnosticians' Week in the Lamar Consolidated Independent School District. (See inserted page 18-F.)

b. Texas Public Schools Week

Approved the attached resolution proclaiming the week of March 2 – 6, 2020 as Texas Public Schools Week in the Lamar Consolidated Independent School District. (See inserted page 18-G.)

Minutes of Regular Board Meeting February 20, 2020 – page 19

**10. B-4 Ratification of donations to the district, including, but not limited to:
a. Frost Elementary School**

Ratified donations to the District.

10. B-5 Adoption of the 2019-2020 Student/Staff Instructional Calendar

Approved the student/staff instructional calendar for 2020-2021, as recommended by the Districtwide Student Improvement Council (DSIC).

10. B-9 Approval of design development for the multi-purpose space and orchestra additions

Approved the design development for the multi-purpose spaces and orchestra additions as presented by PBK Architects, Inc.

10. B-10 Approval of professional topographic surveying for the Jane Long Historic gym renovations

Approved Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying for the Jane Long historic gym renovations in the amount of \$2,250 and authorized the Board President to execute the agreement. (See inserted pages 19-A – 19-C.)

10. B-11 Approval of hazardous materials surveying services for the Lamar Junior High School additions and renovations

Approved Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for the Lamar Junior High School additions and renovations in the total amount of \$1,545 and authorized the Board President to execute the agreement. (See inserted pages 19-D – 19-F.)

10. B-12 Approval of hazardous materials surveying services for the Lamar Consolidated High School additions and renovations

Approved Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for the Lamar Consolidated High School additions and renovations in the total amount of \$1,100 and authorized the Board President to execute the agreement. (See inserted pages 19-G – 19-I.)

10. B-13 Approval of traffic study for Lamar Consolidated complex

Approved Traffic Engineers, Inc. for the traffic study for Lamar Consolidated complex in the amount of \$27,800 and authorized the Board President to execute the agreement. (See inserted pages 19-J – 19-L.)

10. B-14 Approval of geotechnical study for the Lamar Consolidated High School and Lamar Junior High School additions and renovations

Approved Terracon for the geotechnical study for the Lamar Consolidated High School and Lamar Junior High School additions and renovations in the amount of \$32,000 and authorized the Board President to execute the agreement. (See inserted pages 19-M – 19-Y.)

Minutes of Regular Board Meeting February 20, 2020 – page 20

10. B-15 Approval of hazardous materials surveying services for the Brazos Crossing Administration Building

Approved Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for the recladding of the Brazos Crossing Administration Building in the total amount of \$670 and authorized the Board President to execute the agreement. (See inserted pages 20-A – 20-C.)

10. B-16 Approval of donation deed

Approved the donation deed of 0.0193 acres or 840 square feet to The City of Fulshear for the expansion of Huggins Road. (See inserted pages 20-D – 20-E.)

10. B-17 Approval of Texas Accessibility Standards review and inspection for the multi-purpose spaces and orchestra additions

Approved Winning Way Services for Texas Accessibility Standards Review and Inspection for the multi-purpose spaces and the orchestra additions in the amount of \$9,525 and authorized the Board President to execute the agreement. (See inserted pages 20-F – 20-GG.)

10. B-18 Approval of Texas Education Agency Code Compliance Review for the multi-purpose spaces and orchestra additions

Approved Winning Way Services for building code compliance review the multi-purpose spaces and the orchestra additions in the amount of \$4,900 and authorized the Board President to execute the agreement. (See inserted pages 20-HH – 20-WW.)

10. B-19 Approval of professional topographic surveying for the Lamar Consolidated High School additions and renovations

Approved Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying for the Lamar Consolidated High School additions and renovations in the amount of \$8,875 and authorized the Board President to execute the agreement. (See inserted pages 20-XX – 20-AAA.)

10. B-20 Approval of Texas Accessibility Standards Review and Inspection for Lamar Consolidated High School and Lamar Junior High School additions and renovations

Approved Winning Way Services for Texas Accessibility Standards Review and Inspection for Lamar Consolidated High School and Lamar Junior High School additions and renovations in the amount of \$3,150 and authorized the Board President to execute the agreement. (See inserted pages 20-BBB – 20-III.)

10. B-21 Approval of change order #1 and final payment for the Foster High School athletic improvements

Approved the deductive change order #1 in the amount of \$2,387.52 and final payment of \$45,711.10 to Millis Development and Construction, LLC for the Foster High School athletic improvements and authorized the Board President to sign the change order. (See inserted page 20-JJJ.)

10. B GOAL: PLANNING

10. B-6 Consider approval of Lamar CISD Attendance Boundary Committee recommendations for Tamarron Elementary School

It was moved by Mr. Hunt and seconded by Mr. Welch that the Board of Trustees approve the 2019-2020 Attendance Boundary Committee's (ABC) recommendation to establish the attendance boundary area for Tamarron Elementary School and to allow grandfathering of 5th-grade students for the 2020-2021 school year, as presented.

Mr. Hunt said he has one thing to consider on the motion. He said there are some 3rd grade students that went to Huggins then Lindsey and now for 4th grade they will be zoned to Tamarron. This would be three moves for them, he would like to suggest to also grandfather those students, which is a total of 11 students.

It was moved by Mr. Hunt and seconded by Ms. Bronsell to amend the motion to also grandfather incoming 4th grade students that previously attended Huggins and Lindsey Elementary. The motion carried unanimously.

The Board voted on the amended motion and the motion carried unanimously.

10. B-7 Consider approval of the establishment of a Lamar Consolidated Independent School District police department

It was moved by Ms. Kaminski and seconded by Mr. Welch that the Board of Trustees approve the attached resolution of the Lamar Consolidated Independent School District to create a police department and provide the Superintendent of schools with the authority to file the necessary documents with the Texas Commission on Law Enforcement, negotiate and sign any necessary MOU, and approve any police department procedures, as necessary.

Mr. Welch said this is a major event and this item deserves its own vote. He said he will always support the police department because if we do not have proper security, academics do not matter.

The motion carried unanimously. (See inserted pages 21-A – 21-B.)

Dr. Randle said with the passage of the resolution one of the requirements is that a police chief be named. He said he is appointing Dallis Warren as the Interim Police Chief to assist with the establishment of the police force until we post, interview, and recommend to the Board a Police Chief.

10. B-8 Consider retail sales interlocal agreement for electricity with the TASB Energy Cooperative

It was moved by Mr. Welch and seconded by Ms. Kaminski that the Board of Trustees authorize the Superintendent to execute a retail sales interlocal agreement for electricity with the TASB Energy Cooperative beginning June 1, 2023.

Ms. Williams said she received two different emails from two different parties asking to delay this vote. She asked what consideration did we give to Van Brunt & Associates TIPS that might help us in securing a competitive market. Mr. Juntti said we did have conversations with TASB and their energy cooperative. Ms. Stephanie Ferreira from TASB informed the Board of the RFQ process. Ms. Williams said these emails indicated they did not have a chance to bid. Ms. Ferreira said they did, a lot of them

Minutes of Regular Board Meeting February 20, 2020 – page 22

did not want to follow TASB's contract. Ms. Williams asked about TXU. Ms. Ferreira said TXU was involved and they did not want to sign an exclusive with TASB.

The motion carried unanimously.

11. B GOAL: PLANNING

11. INFORMATION ITEMS

11. A GOAL: PLANNING

11. A-1 Demographic Update

Population and Survey Analysts (PASA), Dr. Stacey Tepera and Mr. Justin Silhavy presented the update and answered questions related to the study.

11. A-2 Tax Collection Report

11. A-3 Payments for Construction Projects

11. A-4 Bond Update

- a. 2014**
- b. 2017**

11. A-5 School Resource Division Update

11. A-6 Lamar CISD Whole Child Safety and Wellness Model Update

11. A-7 TASB 2018-2020 Advocacy Agenda

11. A-8 TASB Compensation Plan Review

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

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

The Board adjourned to Closed Session at 8:26 p.m. for the purposes listed above.

Minutes of Regular Board Meeting February 20, 2020 – page 23

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 8:36 p.m.

FUTURE AGENDA ITEMS

Information Item from an administrative perspective on the pros and cons of possibly changing the board workshop and meetings going forward

Information item on update on Canvas usage

Information Item on the cost for non-enrolled tax paying families in the district to use Naviance

Information Item on advertising on buses

UPCOMING MEETINGS AND EVENTS

Upcoming Playoff games

Men Who Cook on Saturday

Community Conversations on 2/27 and 3/2

ADJOURNMENT

The meeting adjourned at 8:40 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Kay Danziger
President of the Board of Trustees

Mandi Bronsell
Secretary of the Board of Trustees

**CONSIDER APPROVAL FOR THE DISTRICT TO APPLY FOR A
WAIVER FOR ADDITIONAL STAFF DEVELOPMENT MINUTES**

RECOMMENDATION:

That the Board of Trustees approve the submission of an expedited waiver application to allow the District to request a maximum of 2100 additional operational minutes to dedicate to Staff Development activities during the 2020-2021 school year.

IMPACT/RATIONALE:

This expedited waiver would allow the District to train instructional staff on various educational strategies designed to improve student performance during the course of the 2020-2021 school year.

Districts applying for this waiver may request a maximum of an additional 2100 minutes per academic year to be dedicated to high-quality instructional Staff Development.

PROGRAM DESCRIPTION:

Each year, Lamar CISD develops an instructional calendar with Board approval. Starting in 2017-2018, the Texas Education Code defines an academic year as 75,600 minutes of operation per House Bill 2442. This waiver would allow the District to conduct staff development during the course of the 2020-2021 school year without using minutes the district has set aside for inclement weather or teacher workdays.

Please note, it is anticipated that this waiver may not be available in future years as the 75,600-minute requirement is fully implemented statewide.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Dr. Jon Maxwell, Executive Director of Student Programs
 Brian D. Moore, Director of Research, Assessment, & Accountability

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF STUDENT TRIP REQUEST

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for Foster and George Ranch High Schools Distributive Education Clubs of America (DECA) students to travel to Nashville, Tennessee on April 29-May 3, 2020.

IMPACT/RATIONALE:

Foster and George Ranch DECA request permission to travel to the DECA International Career Development Conference in Nashville, Tennessee from April 29-May 3, 2020. The approximate cost for the students and sponsors will be \$12,000.00. This cost includes meals, airfare, lodging, registration fees, and ground transportation. Attending the conference will be one (1) Foster High School student with sponsor Leigh Ann Dawson as well as six (6) George Ranch High School students with their sponsor, Mike Miller. The expenses for the trip for students and sponsors will be paid from the District's Career and Technical Education (CTE) budget.

BACKGROUND INFORMATION:

The students competed at the state contest in Fort Worth, TX and won the right to compete at the international level. They will be competing in events focused on School Based Enterprise, Entrepreneurship, Sports and Entrepreneurship, and Food Marketing.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Dr. Jon Maxwell, Executive Director of Student Programs
 Joel Garrett, Director of Career and Technical Education

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF STUDENT TRIP REQUEST

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for Foster, Fulshear, George Ranch, Lamar Consolidated, and Terry High Schools Theatre Departments to travel to Bloomington, Indiana from June 22 – 28, 2020.

IMPACT/RATIONALE:

The Theatre Departments from Foster, Fulshear, George Ranch, Lamar Consolidated, and Terry High Schools request permission to travel by airplane to Bloomington, Indiana from June 22-28, 2020. The approximate cost for each student or sponsor/chaperone is \$1,149. Entry fees, meals, airfare, lodging and ground transportation are included in the costs. District funds will be used to cover the costs as in past years. Students will compete against the national finalists from all 50 states and the U.S. Territories in numerous theatrical events.

BACKGROUND INFORMATION:

Forty-seven students have qualified to attend the International Thespian Festival, the nation's premier high school theatre event for high-achieving theatre students and their teachers. Sponsors attending are Kendra Willeby and Kasey Willeby from Foster High School, Adam Delka from Fulshear High School, L Jay Edenmeyer and Scott Edenmeyer from George Ranch High School, Claudia McCotter and Bobby Ramirez from Lamar Consolidated High School, and Samantha McManus from Terry High School. A high school assistant principal, to be determined, will also accompany our student groups.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF INSTRUCTIONAL MATERIAL RECOMMENDATIONS

RECOMMENDATION:

That the Board of Trustees approve the instructional materials recommended by the District Instructional Materials Adoption Committee for use in high school classrooms in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

The 2019-2020 District Instructional Materials Adoption Committee consisted of 46 members approved by the Board of Trustees on November 21, 2019. The Superintendent of Schools or his designee was a member and chaired the committee consisting of 34 teachers and 12 administrators. Teachers at the applicable grade levels and subject areas reviewed the instructional materials being considered and provided input to the voting Instructional Materials Adoption Committee members.

Samples of all instructional materials up for adoption consideration by LCISD were available in every school in the district that contained the appropriate grades/courses, for public inspection and comment.

Attached is a list of instructional materials recommended by the District Committee.

PROGRAM DESCRIPTION:

The State Board of Education issued Proclamation 2020 in April 2018. The adoption of materials under Proclamation 2020 occurred in November 2019. The adopted materials are scheduled to be available for use beginning in the 2020-2021 school year.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**Proclamation 2020 Instructional Materials
Recommended from the
State Board of Education List**

Subject	Publisher	Title
English I	Houghton Mifflin Harcourt	Into Literature Grade 9
English II	Houghton Mifflin Harcourt	Into Literature Grade 10
English III	Houghton Mifflin Harcourt	Into Literature Grade 11
English IV	Houghton Mifflin Harcourt	Into Literature Grade 12
English III AP	Bedford, Freeman, and Worth	The Language of Composition
English IV AP	Bedford, Freeman, and Worth	Literature and Composition
Reading I	Houghton Mifflin Harcourt	Into Literature Grade 9
Reading II	Houghton Mifflin Harcourt	Into Literature Grade 10
Reading III	Houghton Mifflin Harcourt	Into Literature Grade 11
Literary Genres	None Adopted	None Adopted
Creative Writing	None Adopted	None Adopted
Humanities	None Adopted	None Adopted
Oral Interpretation I	Cengage Learning	Essential Speech
Oral Interpretation II	Cengage Learning	Essential Speech
Oral Interpretation III	Cengage Learning	Essential Speech
Debate I	Perfection Learning	Mastering Competitive Debate

Debate II	Perfection Learning	Mastering Competitive Debate
Debate III	Perfection Learning	Mastering Competitive Debate
Journalism	Cengage Learning	Exploring Journalism and the Media
Advanced Broadcast Journalism I	Cengage Learning	Exploring Journalism and the Media
Advanced Broadcast Journalism II	Cengage Learning	Exploring Journalism and the Media
Advanced Broadcast Journalism III	Cengage Learning	Exploring Journalism and the Media
Photojournalism	Cengage Learning	Exploring Journalism and the Media
Advanced Journalism: Yearbook I	Cengage Learning	Exploring Journalism and the Media
Advanced Journalism: Yearbook II	Cengage Learning	Exploring Journalism and the Media
Advanced Journalism: Yearbook III	Cengage Learning	Exploring Journalism and the Media
Advanced Journalism: Newspaper I	Cengage Learning	Exploring Journalism and the Media
Advanced Journalism: Newspaper II	Cengage Learning	Exploring Journalism and the Media
Advanced Journalism: Newspaper III	Cengage Learning	Exploring Journalism and the Media
Advanced Journalism: Literary Magazine	Cengage Learning	Exploring Journalism and the Media
Art History AP	Cengage Learning	Gardner's Art Through the Ages, A Global History, 15 th Edition
English I for Speakers of Other Languages	Houghton Mifflin Harcourt	Into Literature Grade 9
English II for Speakers of Other Languages	Houghton Mifflin Harcourt	Into Literature Grade 10

English Language Development and Acquisition (ELDA)	Cengage Learning	Get Started Life Series World English Series Inside the USA
Mexican American Studies	None Adopted	None Adopted
African American Studies, 1865 to Present	None Adopted	None Adopted

**CONSIDER APPROVAL FOR THE DISTRICT TO APPLY FOR A
WAIVER TO LIMIT FOREIGN EXCHANGE STUDENT ENROLLMENT**

RECOMMENDATION:

That the Board of Trustees approve the submission of a general waiver application pursuant to Board Policy FD(LOCAL) to limit foreign exchange student enrollment to no more than five students per high school.

IMPACT/RATIONALE:

Per Board Policy FD(LOCAL), the “number of foreign exchange students accepted by each District high school shall be limited to five per campus, in accordance with the TEA waiver process.”

The current waiver filed with TEA in the summer of 2017 expires at the end of the 2019-2020 school year.


PROGRAM DESCRIPTION:

Each year, Lamar CISD high schools receive requests to enroll foreign exchange students from across the world. Participation in these programs helps to enrich the educational experience of not only the participating student, but also students at each District campus. However, as a ‘fast-growth’ District, allowing more than five foreign exchange students per high school could impose a financial and staffing hardship on the District that would possibly diminish the availability of services for the District’s resident students.

If approved, this waiver would be in effect for the 2020-2021, 2021-2022, and 2022-2023 school years.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Dr. Jon Maxwell, Executive Director of Student Programs
 Brian D. Moore, Director of Research, Assessment, & Accountability

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL FOR THE DISTRICT TO APPLY FOR A
WAIVER CERTIFYING AN ALTERNATIVE TO THE TEACHER DATA
PORTAL OF THE TEXAS ASSESSMENT MANAGEMENT SYSTEM (TAMS)**

RECOMMENDATION:

That the Board of Trustees approve the submission of an expedited waiver application certifying the District uses Eduphoria Aware as a qualified alternative to the teacher data portal portion of the Texas Assessment Management System (TAMS).

IMPACT/RATIONALE:

The expedited waiver allows the District to certify the Eduphoria Aware system in place of the Texas Assessment Management System to disaggregate student test results to District classroom teachers. Eduphoria Aware meets and exceeds the TAMS requirements as outlined in Texas Education Code 32.258 by:

- Allowing access to all local and state assessment data organized by a teacher's individual class roster. TAMS only allows access to state assessment data.
- Allowing access to student data prior to the 2007-2008 school year through the present.
- Affording teachers the ability to access and utilize student assessment data prior to the start of school.
- Permitting comparisons of student data at the classroom, campus, district, and state level.

PROGRAM DESCRIPTION:

The expedited waiver to allow districts to certify an alternative teacher data portal to the Texas Assessment Management System must be renewed every three years. The current waiver expires at the end of the 2019-2020 school year.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Dr. Jon Maxwell, Executive Director of Student Programs
 Brian D. Moore, Director of Research, Assessment, & Accountability

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF NEW DUAL CREDIT COURSES
FOR THE 2020-2021 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the Dual Credit Speech and Dual Credit Art History courses for the 2020-2021 school year.

IMPACT/RATIONALE:

With the credentialing of new Dual Credit teachers, through Lone Star College, three Dual Credit courses will be added to the 2020-2021 course catalog. The addition of these courses will assist Lamar CISD students in earning college level credit while in high school. Students will have the opportunity to accelerate college completion and save money on college tuition.

PROGRAM DESCRIPTION:

Dual Credit Speech 1311 will be offered as a semester course and is equivalent to high school Independent Study in Speech. This course introduces basic human communication principles and theories embedded in a variety of contexts including interpersonal, small group, and public speaking. Speech 1311 will be available to students in grades 10-12.

Dual Credit Art History 1303: Prehistoric to Gothic will be offered as a semester course and is equivalent to a semester of a high school AP Art History course. The course provides a chronological analysis of the historical and cultural contexts of the visual arts from the prehistoric times to the 14th century. Art History 1303 will be available to students in grades 11-12.

Dual Credit Art History 1304: Renaissance to Modern will be offered as a semester course and is equivalent to a semester of a high school AP Art History course. The course provides a chronological analysis of the historical and cultural contexts of the visual arts from the 14th century to the present. Art History 1304 will be available to students in grades 11-12.

Regardless of a student's field of study, Dual Credit Speech and Dual Credit Art History will encourage critical, analytical, and evaluative thinking skills, which are attributes valued by employers and post-secondary institutions.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Dr. Jon Maxwell, Executive Director of Student Programs
 Lindsey Troutman, Director of College & Career Readiness

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF NEW COURSES FOR THE 2020-2021 SCHOOL YEAR

RECOMMENDATION:

That the Board of Trustees approve the following OnRamps courses: English III, Chemistry, College Algebra, and U.S. History for the 2020-2021 school year.

IMPACT/RATIONALE:

With the credentialing of teachers through the OnRamps Program, offered by the University of Texas at Austin, four (4) additional OnRamps Dual Credit courses will be offered in the 2020-2021 school year. The addition of these courses will assist Lamar CISD students in earning college level credit while in high school. Students will have the opportunity to accelerate college completion and save money on college tuition.

PROGRAM DESCRIPTION:

OnRamps Dual Credit English III - Rhetoric and Research UT RHE306 (fall semester) and Rhetoric and Composition RHE309K (spring semester) will be offered for 6 total college credit hours. Over the two courses, students analyze the various positions held in any public debate and learn to advocate their own positions effectively. The English III UT RHE306 and RHE309K course will be available to students in grade 11.

OnRamps Dual Credit Chemistry UT CH301 (lecture) & Introduction to Chemical Practices I 104M (lab), and Principles of Chemistry I address the nature of matter, energy, chemical reactions, and chemical thermodynamics. Introduction to Chemical Practices I, the course's lab component, introduces the techniques of modern experimental chemistry and is designed to instill basic laboratory and analytical skills. Chemistry UT CH301 & 104M will be available to students in grades 11-12.


OnRamps Dual Credit College Algebra UT M301 deepens students' critical thinking skills and develops their ability to persist through challenges as they explore function families: Linear, Absolute Value, Quadratic, Polynomial, Radical, Rational, Exponential, and Logarithmic. College Algebra M301 will be available to students in grades 11-12.

OnRamps Dual Credit U.S. History UT HIS315K & HIS315L are two sequential courses designed for students to study significant themes in U.S. history and to uncover the range and depth of the American story. Utilizing lectures, primary and secondary readings, videos, maps, and other graphics, students work both independently and collaboratively to develop critical thinking skills to evaluate the historical record. U.S. History 315K and 315L will be available to students in grade 11.

Regardless of a student's field of study, OnRamps English III, Chemistry, College Algebra, and U.S. History will encourage critical, analytical, and evaluative thinking skills, which are attributes valued by employers and post-secondary institutions.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
Dr. Jon Maxwell, Executive Director of Student Programs
Lindsey Troutman, Director of College & Career Readiness

Recommended for approval:



Dr. Thomas Randle
Superintendent

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 January 2020 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 FEBRUARY 2020 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 February total \$49,337,462 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	19,574,258
614	Employee Benefits	980,720
621	Professional Services	54,318
622	Tuition and Transfer Payments	7,295
623	Education Services Center	1,430
624	Contracted Maintenance and Repair Services	657,666
625	Utilities	609,816
626	Rentals and Operating Leases	365,462
629	Miscellaneous Contracted Services	356,802
631	Supplies and Materials for Maintenance and Operations	444,903
632	Textbooks and Other Reading Materials	264,338
633	Testing Materials	9,806
634	Food Service	935,912
639	General Supplies and Materials	696,145
641	Travel and Subsistence -- Employee and Student	121,379
642	Insurance and Bonding Costs	2,975
649	Miscellaneous Operating Costs/Fees and Dues	57,992
659	Other Debt Services Fees	1,500
661	Land Purchase and/or Improvements	2,450
662	Building Purchase, Construction, and/or Improvements	23,761,910
663	Furniture & Equipment - \$5,000 or more per unit cost	428,205
217	Operating Transfers, Loans and Reimbursements	251
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	1,929
	Total	49,337,462

PROGRAM DESCRIPTION:


The report above represents all expenditures made during the month of February 2020. 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 FEBRUARY 29, 2020**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	172,445,862.00	163,160,778.00	(9,285,084.00)	94.6%
5800-STATE PROGRAM REVENUES	142,094,922.00	62,706,195.00	(79,388,727.00)	44.1%
5900-FEDERAL PROGRAM REVENUES	4,425,000.00	2,940,123.00	(1,484,877.00)	66.4%
TOTAL- REVENUES	318,965,784.00	228,807,096.00	(90,158,688.00)	71.7%
EXPENDITURES				
6100-PAYROLL COSTS	269,301,878.00	126,992,230.00	142,309,648.00	47.2%
6200-PROFESSIONAL/CONTRACTED SVCS.	29,105,363.00	11,185,295.00	17,920,068.00	38.4%
6300-SUPPLIES AND MATERIALS	15,963,321.00	6,916,858.00	9,046,463.00	43.3%
6400-OTHER OPERATING EXPENDITURES	6,006,407.00	2,991,323.00	3,015,084.00	49.8%
6600-CAPITAL OUTLAY	1,915,344.00	576,769.00	1,338,575.00	30.1%
TOTAL-EXPENDITURES	322,292,313.00	148,662,475.00	173,629,838.00	46.1%

Local Investment Pools
as of February 29, 2020

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	3,785,233.69	0.00	0.00	4,784.05	3,790,017.74
General Account	116,845,350.94	30,996,838.52	23,268,937.50	160,461.29	124,733,713.25
Health Insurance	2,805,780.12	1,527,270.83	1,925,000.00	4,490.17	2,412,541.12
Workmen's Comp	28,264.28	41,666.67	15,000.00	74.23	55,005.18
Property Tax	24,887,497.46	38,649,896.82	41,391,852.65	37,171.83	22,182,713.46
Vending Contract Sponsor	303,409.81	0.00	0.00	383.48	303,793.29
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Capital Projects Series 2005	1,062,258.62	0.00	0.00	1,342.54	1,063,601.16
Student Activity Funds	36,939.60	0.00	0.00	46.61	36,986.21
Taylor Ray Donation Account	54.72	0.00	0.00	0.00	54.72
Capital Projects Series 2007	220,739.58	0.00	0.00	279.02	221,018.60
Common Threads Donation	56,192.80	0.00	0.00	71.06	56,263.86
Debt Service 2012A	4,158,798.65	1,113,184.88	4,625,331.25	2,905.36	649,557.64
Debt Service 2012B	3,065,292.33	820,611.64	3,885,902.97	1,809.28	1,810.28
Debt Service 2014A	989,261.71	264,744.45	877,500.00	846.32	377,352.48
Debt Service 2014B	1,220,025.48	326,509.10	1,084,300.00	1,042.26	463,276.84
Debt Service 2013	1,686,458.00	451,483.45	2,137,940.45	995.42	996.42
Debt Service 2013A	3,253,979.17	832,923.93	4,086,902.10	1,917.33	1,918.33
Debt Service 2015	11,607,445.92	3,107,328.23	14,714,773.15	6,851.20	6,852.20
Debt Service 2016A	2,651,883.54	709,710.53	2,363,350.00	2,260.99	1,000,505.06
Debt Service 2016B	697,377.95	186,635.51	618,537.50	596.64	266,072.60
Debt Service 2017	2,178,724.06	583,080.51	1,941,987.50	1,857.35	821,674.42
Capital Projects 2017	1.00	0.00	0.00	0.00	1.00
Debt Service 2018	10,159,578.11	1,921,854.58	9,273,976.69	7,883.80	2,815,339.80
Capital Projects 2018	31,522,867.84	0.00	22,598,881.45	28,617.12	8,952,603.51
Capital Projects 2019	48,681,696.59	0.00	12,120.00	61,521.40	48,731,097.99
Debt Service 2019	2,449,984.50	651,947.32	1,779,288.18	2,367.57	1,325,011.21
Debt Service Capitalized Interest 2019	3,015,794.13	0.00	0.00	3,811.58	3,019,605.71
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,298.44	0.00	0.00	6.57	5,305.01
Workers' Comp	422,740.31	0.00	50,000.00	468.98	373,209.29
Property Tax Fund	33,937.27	0.00	0.00	42.11	33,979.38
General Fund	2,730,924.33	0.00	0.00	3,388.62	2,734,312.95
Food Service Fund	95,492.49	0.00	0.00	118.49	95,610.98
Debt Service Series 1996	323.69	0.00	0.00	0.40	324.09
Capital Project Series 1998	739.37	0.00	0.00	0.92	740.29
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	405.32	0.00	0.00	0.50	405.82
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	17.97	0.00	0.00	0.02	17.99
Capital Projects 2015	53.80	0.00	0.00	0.07	53.87
Debt Service Series 2015	381.05	0.00	0.00	0.47	381.52
Capital Projects 2017	50,850.39	0.00	24,717.29	42.31	26,175.41
Capital Projects 2018	75,794,491.73	0.00	85,501.30	93,989.71	75,802,980.14
Debt Service Series 2018	4,626,708.38	0.00	1,557,531.25	4,676.07	3,073,853.20
Capital Projects 2019	30,158,294.26	0.00	1,040.00	37,420.55	30,194,674.81
MBIA Texas CLASS Fund					
General Account	16,388,579.58	0.00	0.00	23,012.50	16,411,592.08
Capital Project Series 1998	966.20	0.00	0.00	1.41	967.61
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	2,851,086.28	0.00	19,955.00	4,001.54	2,835,132.82
Debt Service 2015	828.66	0.00	0.00	1.16	829.82
Capital Projects 2017	19,088,823.20	0.00	0.00	24,317.59	19,113,140.79
Capital Projects 2019	15,090,464.62	0.00	0.00	21,189.74	15,111,654.36
TEXSTAR					
Capital Projects Series 2007	783.92	0.00	0.00	0.92	784.84
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	1,021,978.57	0.00	0.00	1,269.87	1,023,248.44
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	4,844.98	0.00	0.00	6.06	4,851.04
Capital Projects 2014B	2.65	0.00	0.00	0.00	2.65
Debt Service 2015	2,649.99	0.00	0.00	3.24	2,653.23
Capital Projects 2015	1.40	0.00	0.00	0.00	1.40
Capital Projects 2017	10,986,914.86	0.00	3,956,411.24	12,347.24	7,042,850.86
Capital Projects 2018	87,056,054.18	0.00	0.00	108,173.63	87,164,227.81
Debt Service 2018	3,722,873.81	0.00	0.00	4,625.95	3,727,499.76
Debt Service 2019	3,015,279.73	0.00	0.00	3,746.72	3,019,026.45
Capital Projects 2019	37,188,450.18	0.00	0.00	46,209.45	37,234,659.63
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,062,431.12	0.00	0.00	1,327.14	1,063,758.26
Capital Projects Series 2008	148.79	0.00	0.00	0.19	148.98
Capital Projects Series 2012A	0.21	0.00	0.00	0.00	0.21
Capital Projects Series 2014A	111,439.18	0.00	0.00	139.20	111,578.38
Capital Projects Series 2014B	579,645.31	0.00	984.83	723.48	579,383.96
Debt Service 2015	114.49	0.00	0.00	0.14	114.63
Capital Projects 2015	6,137,976.42	0.00	165,504.08	7,507.82	5,979,980.16
Capital Projects 2017	138.40	0.00	0.00	0.17	138.57
Capital Projects 2018	29,544,168.88	0.00	0.00	36,904.86	29,581,073.74
Debt Service 2018	1,862,557.19	0.00	0.00	2,326.61	1,864,883.80
Capital Projects 2019	15,080,933.78	0.00	0.00	18,838.35	15,099,772.13

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	1.59	\$334,387.90
LONE STAR ACCOUNT INTEREST	1.57	\$140,155.79
MBIA TEXAS CLASS ACCOUNT INTEREST	1.77	\$72,523.94
TEXSTAR ACCOUNT INTEREST	1.56	\$176,383.08
TEXAS TERM/DAILY ACCOUNT INTEREST	1.58	\$67,767.96
TOTAL CURRENT MONTH EARNINGS		\$791,218.67
EARNINGS 9-01-19 THRU 1-31-20		\$3,867,556.10
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$4,658,774.77

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

Lamar High School is requesting a budget change for pay for staff travel to attend the Preparate Conference.

199-23	School Leadership	(389.00)
199-13	Curriculum and Inst. Staff Development	389.00

The Maintenance and Operations Department is requesting a budget change to amend the budget for repairs made to McNeil Elementary resulting from a water leak.

199-51	Plant Maintenance & Operations	84,613.00
--------	--------------------------------	-----------

The Office of the Chief Financial Officer and Transportation Department are requesting an amendment to the budget for insurance recovery funds received for bus damage.

199-00	Revenues	27,722.00
199-34	Student Transportation	27,722.00

The Office of the Chief Financial Officer and Support Services Departments are requesting a budget amendment to increase the budget to move two portable buildings to McNeill Elementary due to student growth. This amount includes costs for instructional supplies, moving expenses, canopies, ramp and deck, fire alarms, communications, security, and technology.

199-11	Classroom Instruction	33,000.00
199-51	Plant Maintenance & Operations	90,000.00
199-52	Security & Monitoring Services	27,000.00
199-53	Data Processing Services	12,000.00

The Offices of the Chief Financial Officer and Chief Academic Officer and the Special Education Department are requesting an amendment to establish a budget for stipends, mileage reimbursement, and security cameras for Special Education program at Powell Point Elementary.

199-11	Classroom Instruction	46,000.00
199-52	Security & Monitoring Services	14,000.00

The Child Nutrition Department is requesting a budget change to amend the budget to purchase equipment. The funds are a planned drawdown of excess fund balance as required by the Texas Department of Agriculture.

240-35	Child Nutrition	583,690.00
--------	-----------------	------------

**CONSIDER APPROVAL OF RESOLUTION AND REVISIONS
TO ACCUMULATED LEAVE BUYBACK PLAN DOCUMENTS**

RECOMMENDATION:

That the Board of Trustees consider approval of revisions to Section 403(b) Excess Plan documents due to changes in the Internal Revenue Code (IRC), and the related resolution.

IMPACT/RATIONALE:

As defined by Board Policy DEC (Local), eligible employees are paid for qualified accumulated leave upon retirement from the District. In December 2001, the Tax Deferred Accumulated Leave Buyback Plan was established pursuant to Section 401(a) of the IRC. This plan was established for the benefit of employees, allowing for the investment of their post-retirement payment into a tax deferred plan. To maximize benefits available to employees, an additional plan regulated by Section 403(b) of the IRC was established to accommodate leave payments that exceed the amount of contributions allowed by Section 401(a).

PROGRAM DESCRIPTION:

Due to revisions of the IRC, it is necessary to periodically review and revise Plan documents. Documents will be executed that are the result of such review and apply to the Section 403(b) Plan. These documents include the Resolution and the summary plan.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

**ACTION BY UNANIMOUS CONSENT OF THE GOVERNING BOARD
RESTATEMENT OF 403(b) RETIREMENT PLAN**

The undersigned hereby certify that they constitute all the members of the Governing Board of Lamar Consolidated I.S.D. (“Employer”) and consent to the following resolutions:

WHEREAS, the Employer has maintained the Lamar Consolidated I.S.D. 403(b) Plan (“Plan”) since 1-1-2002 for the benefit of eligible employees;

WHEREAS, the Employer has decided to amend the above-referenced Plan by adopting a complete restatement of the current Plan document;

WHEREAS, the Governing Board has reviewed and evaluated the proposed amendment(s) to the Plan; and

WHEREAS, Section 14.01(b) of the Plan authorizes the Employer to amend the selections under the Adoption Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board hereby approves the proposed amendment(s) and authorizes the Employer to adopt the Lamar Consolidated I.S.D. 403(b) Plan, as a complete restatement of the prior Plan, to be effective on 9-1-2019;

RESOLVED FURTHER that the President of the Employer is authorized to execute the restated Plan document and authorize the performance of any other actions necessary to implement the adoption of the Plan restatement. The President may designate any other authorized person to execute the restated Plan document and perform the necessary actions to adopt the restated Plan. The Employer will maintain a copy of the restated Plan, as approved by the Governing Board, along with a copy of the prior Plan, in its files;

RESOLVED FURTHER that the Employer will act as administrator of the Plan and will be responsible for performing all actions necessary to carry out the administration of the Plan. The Employer may designate any other person or persons to perform the actions necessary to administer the Plan

DIRECTORS:

_____	_____	_____
[Name of Director]	[Signature]	[Date]
_____	_____	_____
[Name of Director]	[Signature]	[Date]
_____	_____	_____
[Name of Director]	[Signature]	[Date]
_____	_____	_____
[Name of Director]	[Signature]	[Date]

**SUMMARY PLAN DESCRIPTION
FOR**

Lamar Consolidated I.S.D. 403(b) Plan

**REFLECTING THE TERMS OF THE PLAN
EFFECTIVE AS OF**

September 01, 2019

Table of Contents

Article 1	Introduction
Article 2	General Plan Information and Key Definitions
Article 3	Description of Plan
Article 4	Plan Contributions
Article 5	Eligibility Requirements
Article 6	Limit on Contributions
Article 7	Determination of Vested Benefit
Article 8	Plan Distributions
Article 9	Plan Administration and Investments
Article 10	Participant Loans
Article 11	Plan Amendments and Termination
Article 12	Plan Participant Rights and Claim Procedures

Lamar Consolidated I.S.D. 403(b) Plan

SUMMARY PLAN DESCRIPTION

ARTICLE 1 INTRODUCTION

Lamar Consolidated I.S.D. has adopted the Lamar Consolidated I.S.D. 403(b) Plan (the "Plan") to help its employees save for retirement. If you are an employee of Lamar Consolidated I.S.D., you may be entitled to participate in the Plan, provided you satisfy the conditions for participation as described in this Summary Plan Description.

This Summary Plan Description ("SPD") is designed to help you understand the retirement benefits provided under the Plan and your rights and obligations with respect to the Plan. This SPD contains a summary of the major features of the Plan, including the conditions you must satisfy to participate under the Plan, the amount of benefits you are entitled to as a Plan participant, when you may receive distributions from the Plan, and other valuable information you should know to understand your Plan benefits. We encourage you to read this SPD and contact the Plan Administrator if you have any questions regarding your rights and obligations under the Plan. (See Article 2 below for the name and address of the Plan Administrator.)

This SPD does not replace the formal Plan document, which contains the legal and technical requirements applicable to the Plan. However, this SPD does attempt to explain the Plan language in a non-technical manner that will help you understand your retirement benefits. If the non-technical language under this SPD and the technical, legal language under the Plan document conflict, the Plan document always governs. If you have any questions regarding the provisions contained in this SPD or if you wish to receive a copy of the legal Plan document, please contact the Plan Administrator.

The Plan document may be amended or modified due to changes in law, to comply with pronouncements by the Internal Revenue Service (IRS) or Department of Labor (DOL), or due to other circumstances. If the Plan is amended or modified in a way that changes the provisions under this SPD, you will be notified of such changes.

This SPD does not create any contractual rights to employment nor does it guarantee the right to receive benefits under the Plan. Benefits are payable under the Plan only to individuals who have satisfied all of the conditions under the Plan document for receiving benefits.

ARTICLE 2 GENERAL PLAN INFORMATION AND KEY DEFINITIONS

This Article 2 contains information regarding the day-to-day administration of the Plan as well as the definition of key terms used throughout this SPD.

Plan Name: Lamar Consolidated I.S.D. 403(b) Plan

Plan Number: 002

Employer:

Name: Lamar Consolidated I.S.D.

Address: 3911 Avenue I

Rosenberg, TX 77471

Telephone number: 832-223-0152

Employer Identification Number (EIN): 74-6002016

Plan Administrator:

The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Plan Administrator maintains the Plan records, provides you with forms necessary to request a distribution from the Plan, and directs the payment of your vested benefits when required under the Plan. The Plan Administrator may designate another person or persons to perform the duties of the Plan Administrator. The Plan Administrator or its delegate, as the case may be, has full discretionary authority to interpret the Plan, including the authority to resolve ambiguities in the Plan document and to interpret the Plan's terms, including who is eligible to participate under the Plan and the benefit rights of participants and beneficiaries. All interpretations, constructions and determinations of the Plan Administrator or its delegate shall be final and binding on all persons, unless found by a court of competent jurisdiction to be arbitrary and capricious. The Plan Administrator also will allow you to review the formal Plan document and other materials related to the Plan.

The Employer listed above is acting as Plan Administrator. The Plan Administrator may designate other persons to carry on the day-to-day operations of the Plan. If you have any questions about the Plan or your benefits under the Plan, you should contact the Plan Administrator or other Plan representative.

Service of Legal Process:

Service of legal process may be made upon the Employer. In addition, service of legal process may be made upon the Plan Administrator.

Effective Date of Plan:

This Plan is an amendment or restatement of an existing Plan to comply with current law. This Plan was originally effective 1-1-2002. However, unless designated otherwise, the provisions of the Plan as set forth in this SPD are effective as of 9-1-2019.

Plan Year:

Many of the provisions of the Plan are applied on the basis of the Plan Year. For this purpose the Plan Year is the 12-month period ending 08-31.

Plan Compensation:

In applying the contribution formulas under the Plan (as described in Article 4 below), your contributions may be determined based on Plan Compensation earned during the Plan Year. However, in determining Plan Compensation, no amount will be taken into account to the extent such compensation exceeds the compensation dollar limit set forth under IRS rules. For 2019, the compensation dollar limit is \$280,000. For 2020, the compensation dollar limit is \$285,000. Thus, for Plan Years beginning in 2020, no contribution may be made under the Plan with respect to Plan Compensation above \$285,000. For subsequent Plan Years, the contribution dollar limit may be adjusted for cost-of-living increases. See your Plan Administrator for special limits that may apply to you if you were a Participant in the Plan prior to January 1, 1996.

For purposes of determining Plan Compensation, your total taxable wages or salary is taken into account, including any pre-tax salary reduction contributions you may make under any other plans we may maintain, which may include any pre-tax contributions you make under a medical reimbursement plan or "cafeteria" plan. Plan Compensation also includes compensation for services that is paid after termination of employment, as long as such amounts are paid by the end of the year or within 2½ months following termination of employment, if later. However, Plan Compensation does not include continuation payments for disabled Participants.

Period for determining Plan Compensation. For purposes of determining Plan Compensation, only compensation you earn while you are a participant in the Plan will be taken into account. Thus, any

compensation you earn while you are not eligible to participate in the Plan will not be considered in determining Plan Compensation.

Normal Retirement Age:

You will reach Normal Retirement Age under the Plan when you turn age 55.

**ARTICLE 3
DESCRIPTION OF PLAN**

Type of Plan. This Plan is a special type of retirement plan commonly referred to as a 403(b) plan. A 403(b) plan allows you to receive Employer Contributions, which we make on your behalf to the Plan, without having to include such amounts in income. If you have satisfied all of the eligibility conditions described in Article 5 for receiving an Employer Contribution, we will deposit such contribution directly into the Plan on your behalf. Because this money is not reported as income, you do not have to pay any income tax while the money is held in the Plan, and any earnings on such contributions are not taxed while they stay in the Plan. (See Article 4 below for a description of the Employer Contributions authorized under the Plan.)

This Plan is a defined contribution plan, which is intended to qualify under Section 403(b) of the Internal Revenue Code. As a defined contribution plan, it is not covered under Title IV of ERISA and, therefore, benefits are not insured by the Pension Benefit Guaranty Corporation.

**ARTICLE 4
PLAN CONTRIBUTIONS**

The Plan provides for the contributions listed below. Article 5 discusses the requirements you must satisfy to receive the contributions described in this Article 4. Article 7 describes the vesting rules applicable to your plan benefits. Special rules also may apply if you leave employment to enter qualified military service. See your Plan Administrator if you have questions regarding the rules that apply if you are on military leave.

Employer Contributions

We are authorized under the Plan to make Employer Contributions on behalf of our employees. In order to receive an Employer Contribution, you must satisfy all of the eligibility requirements described in Article 5 below for Employer Contributions. If you do not satisfy all of the conditions for receiving an Employer Contribution, you will not share in an allocation of such Employer Contributions for the period for which you do not satisfy the eligibility requirements.

Employer Contribution Formula. Employer Contributions will be contributed to your Employer Contribution account under the Plan at such time as we deem appropriate. Generally, Employer Contributions may be contributed during the Plan Year or after the Plan Year ends. Any Employer Contributions we make will be made in accordance with the following Employer Contribution formula.

- **Employer Contribution based on outside agreement, contract or arrangement.** We will make an Employer Contribution on behalf of eligible participants based on an outside agreement, contract or arrangement. Please contact the Plan Administrator if you need a copy of the outside agreement, contract or arrangement applicable to you.
- **Employer Contribution based on employment contract or other arrangement.** We will make an Employer Contribution on behalf of eligible participants based on your employment contract or other arrangement. Please contact the Plan Administrator if you need a copy of your employment contract or other applicable arrangement.

Special Employer Contributions

In addition to other Employer Contributions under the Plan, the Employer will make special Employer Contributions on behalf of former employees as follows: Excess 401(a) contributions

Rollover Contributions

If you have an account balance in another qualified retirement plan or an IRA, you may move those amounts into this Plan, without incurring any tax liability, by means of a "rollover" contribution. You may not rollover Roth contributions from another qualified plan to this Plan since Roth contributions are not permitted under this Plan. Rollovers are not permitted from a Roth IRA. You are always 100% vested in any amounts you contribute to the Plan as a rollover from another qualified plan or IRA. This means that you will always be entitled to all amounts in your rollover account. Rollover contributions will be affected by any investment gains or losses under the Plan.

You may accomplish a rollover in one of two ways. You may ask your prior plan administrator or trustee to directly rollover to this Plan all or a portion of any amount which you are entitled to receive as a distribution from your prior plan. Alternatively, if you receive a distribution from your prior plan, you may elect to deposit into this plan any amount eligible for rollover within 60 days of your receipt of the distribution. Any rollover to the Plan will be credited to your Rollover Contribution Account. See Article 8 below for a description of the distribution provisions applicable to rollover contributions.

Generally, the Plan will accept a rollover contribution from another qualified retirement plan or IRA. The Plan Administrator may adopt separate procedures limiting the type of rollover contributions it will accept. For example, the Plan Administrator may impose restrictions on the acceptance of after-tax contributions or Salary Deferrals (including Roth Deferrals) or may restrict rollovers from particular types of plans. However, you may not make a Rollover Contribution to the Plan prior to becoming a Participant in the Plan. Any procedures affecting the ability to make Rollover Contributions to the Plan will not be applied in a discriminatory manner.

If you have questions about whether you can rollover a prior plan distribution, please contact the Plan Administrator or other designated Plan representative.

ARTICLE 5 ELIGIBILITY REQUIREMENTS

This Article sets forth the requirements you must satisfy to participate under the Plan. To qualify as a participant under the Plan, you must:

- be an Eligible Employee
- satisfy the Plan's minimum age and service conditions and
- satisfy any allocation conditions required under the Plan.

Eligible Employee

To participate under the Plan, you must be an Eligible Employee. For this purpose, you are considered an Eligible Employee if you are an employee of Lamar Consolidated I.S.D., provided you are not otherwise excluded from the Plan.

Excluded Employees. For purposes of determining whether you are an Eligible Employee, the Plan excludes from participation certain designated employees. If you fall under any of the excluded employee categories, you will not be eligible to participate under the Plan (until such time as you no longer fall into an excluded employee category). [See below for a discussion of your rights upon changing to or from an excluded employee classification.]

The following categories of employees are not eligible to participate in the Plan:

- Anyone not hired by the District before September 19, 1991 and not having 10 or more years of continuous service in the District; Must be age 55 and have a minimum \$1000.00 accumulated leave in order to participate.

Minimum Age and Service Requirements

For Matching and/or Employer contributions, you must satisfy certain age and service conditions under the Plan.

- **Minimum age requirement.** In order to participate in the Plan you must be at least age 55.
- **Special minimum service requirement.** In order to participate in the Plan, you must satisfy the following requirements:
 - Anyone hired by the District before September 19, 1991 and having 10 or more years of continuous service in the District; Must be age 55 and have a minimum \$1000.00 accumulated leave in order to participate..

You will be eligible to participate in the Plan as of the first Entry Date based on when you satisfy the minimum age and service requirements.

Entry Date. Once you have satisfied the eligibility conditions described above, you will be eligible to participate under the Plan on your Entry Date. For this purpose, your Entry Date is the date you satisfy the eligibility conditions described above. For example, if you satisfy the Plan's eligibility conditions on November 12, you will be eligible to enter the Plan on November 12.

Crediting eligibility service. In determining whether you satisfy any minimum age or service conditions under the Plan, all service you perform during the year is counted. In addition, if you go on a maternity or paternity leave of absence (including a leave of absence under the Family Medical Leave Act) or a military leave of absence, you may receive credit for service during your period of absence for certain purposes under the Plan. You should contact the Plan Administrator to determine the effect of a maternity/paternity or military leave of absence on your eligibility to participate under the Plan.

Eligibility upon rehire. If you terminate employment after satisfying the minimum age and service requirements under the Plan and you are subsequently rehired as an Eligible Employee, you will enter the Plan on the later of your rehire date or your Entry Date. If you terminate employment prior to satisfying the minimum age and service requirements, and you are subsequently rehired, you will have to re-satisfy the eligibility requirements in order to participate under the Plan.

Eligibility upon change in employment status. If you are not an Eligible Employee on your Entry Date, but you subsequently change status to an eligible class of Employee, you will be eligible to enter the Plan immediately (provided you have already satisfied the minimum age and service requirements). If you are an Eligible Employee and subsequently become ineligible to participate in all or certain parts of the Plan, all contributions for which you are no longer eligible for under the Plan will cease as of the date you become ineligible to participate. See "Excluded Employees" information above for more information on exclusions to participation under the Plan. However, all service earned while you are employed, including service earned while you are ineligible, will be counted when calculating your vested percentage in your account balance.

Allocation Conditions

If you are an Eligible Employee and have satisfied the minimum age and service requirements described above, you are entitled to share in the contributions described in Article 4, provided you satisfy the allocation conditions described below.

Employer Contributions. You will be entitled to share in any Employer Contributions we make to the Plan if you satisfy the eligibility conditions described above. You do not need to satisfy any additional allocation conditions to receive an Employer Contribution. You will receive your share of the Employer Contributions regardless of how many hours you work during the year or whether you terminate during the year.

ARTICLE 6 LIMIT ON CONTRIBUTIONS

The IRS imposes limits on the amount of contributions you may receive under this Plan, as described below.

IRS limit on total contributions under the Plan. The IRS imposes a maximum limit on the total amount of contributions you may receive under this Plan. This limit applies to all contributions we make on your behalf, all contributions you contribute to the Plan, and any forfeitures allocated to any of your accounts during the year. Under this limit, the total of all contributions under the Plan cannot exceed a specific dollar amount or 100% of your annual compensation, whichever is less. For 2019, the specific dollar limit is \$56,000. For 2020, the specific dollar limit is \$57,000. (For years after 2020, this amount may be increased for inflation.) For purposes of applying the 100% of compensation limit, your annual compensation includes all taxable compensation, increased for any pre-tax contributions you may make to any other plan we may maintain, such as a cafeteria health plan.

Example: Suppose in 2020 you earn compensation of \$50,000. The maximum amount of contributions you may receive under the Plan for 2020 is \$50,000 (the lesser of \$57,000 or 100% of \$50,000).

ARTICLE 7 DETERMINATION OF VESTED BENEFIT

Vested account balance. When you take a distribution of your benefits under the Plan, you are only entitled to withdraw your *vested* account balance. For this purpose, your *vested* account balance is the amount held under the Plan on your behalf for which you have earned an ownership interest. You earn an ownership interest in your Plan benefits if you have earned enough service with us to become *vested* based on the Plan's vesting schedule. If you terminate employment before you become fully vested in any of your Plan benefits, those non-vested amounts may be forfeited. (See below for a discussion of the forfeiture rules that apply if you terminate with a non-vested benefit under the Plan.)

The following describes the vesting schedule applicable to contributions under the Plan.

- **Other contributions.** In addition, certain special contributions that are made to the Plan on your behalf will always be 100% vested. If any of these special contributions are made to the Plan, you will always have an immediate ownership interest in such contributions. Examples of special contributions that may be made to the Plan include:
 - Rollover Contributions

Protection of vested benefit. Once you are vested in your benefits under the Plan, you have an ownership right to those amounts. While you may not be able to immediately withdraw your vested benefits from the Plan due to the distribution restrictions described under Article 8 below, you generally will never lose your right to those vested amounts. However, it is possible that your benefits under the Plan will decrease as a result of investment losses. If your benefits decrease because of investment losses, you will only be entitled to the vested amount in your account at the time of distribution.

Exception to vesting schedule. The above vesting schedule no longer applies once you reach Normal Retirement Age under the Plan. Thus, if you are still employed with us at Normal Retirement Age, you will automatically become 100% vested in all contributions under the Plan. You also will be fully vested in your entire account balance (regardless of the Plan's vesting schedule) if the plan is terminated.

Years of Vesting Service. To calculate your vested benefit under the Plan, your Years of Vesting Service are used to determine where you are on the vesting schedule. You will be credited with a Year of Vesting Service for each year in which you work at least 1,000 hours. The Plan Administrator will track your service and will calculate your years of service in accordance with the Plan requirements.

Forfeiture of nonvested benefits. If you terminate employment before you become fully vested in your Plan benefits, you will be entitled to receive a distribution of your *vested* benefits under the Plan. Your non-vested benefits will be *forfeited* as described below. You are not entitled to receive a distribution of your non-vested benefits.

If you terminate employment at a time when you are only partially-vested (or totally non-vested) in any of your Plan benefits, how the Plan treats your non-vested balance will depend on whether you take a distribution when you terminate employment.

- ❖ **Forfeiture upon distribution.** If you take a distribution of your entire vested benefit when you terminate employment, your non-vested benefit will be forfeited in accordance with the terms of the Plan. If you are totally non-vested in any contributions we made on your behalf, you will be deemed to receive a distribution for purposes of applying these forfeiture rules.
- **Buy-back of forfeited benefits upon reemployment.** If you take a distribution of your entire vested benefit when you terminate employment, and as a result, some (or all) of your Plan benefits are forfeited, you have the right to repay the distributed amount to the Plan if you are rehired prior to incurring five consecutive Breaks in Service (as defined under "Forfeiture upon five consecutive Breaks in Service" below). If you repay the total amount of your distribution back to the Plan, we will restore the amount of your non-vested benefit which was forfeited as a result of that distribution. Please contact the Plan Administrator if you wish to buy-back prior benefits under the Plan. The Plan Administrator will inform you of the amount you must repay to buy-back your prior forfeited benefit.
- **Timing of buy-back.** For us to restore your forfeited benefits, you must make repayment to the Plan no later than five years following your reemployment date. If you received a "deemed" distribution because you were totally non-vested, your non-vested benefit will automatically be restored within a reasonable time following your reemployment, provided you have not incurred five consecutive Breaks in Service prior to your reemployment.
- ❖ **Forfeiture upon five consecutive Breaks in Service.** Depending on the value of your vested benefits, you may be able to keep your benefits in the Plan when you terminate employment. If you do not take a distribution of your entire vested benefit when you terminate employment, your non-vested benefit will remain in your account until you have incurred five consecutive Breaks in Service, at which time your non-vested benefit will be forfeited in accordance with the terms of the Plan. For this purpose, you will have a Break in Service for each year in which you work less than 501 hours. Your vested benefits will not be forfeited under this forfeiture rule. If you have any questions regarding the application of these rules, you should contact the Plan Administrator.

ARTICLE 8 PLAN DISTRIBUTIONS

The Plan contains detailed rules regarding when you can receive a distribution of your benefits from the Plan. As discussed in Article 7 above, if you qualify for a Plan distribution, you will only receive your vested benefits. This Article 8 describes when you may request a distribution and the tax effects of such a distribution.

Participant and Spousal Consent for Distributions.

- Your consent will not be required for the distribution. If you receive a distribution of your vested benefits when you are partially-vested in your Plan benefits, your non-vested benefits will be forfeited.

- Your spouse's consent will not be required to receive a distribution or to name an alternative beneficiary.

Distribution upon termination of employment. When you terminate employment, you may be entitled to a distribution from the Plan. The availability of a distribution will depend on the amount of your vested account balance.

- **Vested account balance in excess of \$5,000.** If your total vested account balance exceeds \$5,000 as of the distribution date, you may receive a distribution from the Plan as soon as administratively feasible following your termination of employment. If you do not consent to a distribution of your vested account balance, your balance will remain in the Plan. If you receive a distribution of your vested benefits when you are only partially-vested in your Plan benefits, your non-vested benefits will be forfeited.

You may elect to take your distribution in any of the following forms. Prior to receiving a distribution from the Plan, you will receive a distribution package that will describe the distribution options that are available to you. If you have any questions regarding your distribution options under the Plan, please contact the Plan Administrator.

- **Lump sum.** You may elect to take a distribution of your entire vested account balance in a lump sum. In addition, if permitted by the Plan Administrator, you may take a partial distribution of a portion of your vested account upon termination of employment. If you take a lump sum distribution, you may elect to rollover all (or any portion) of your distribution to an IRA or to another qualified plan. See the *Special Tax Notice*, which you may obtain from the Plan Administrator, for more information regarding your ability to rollover your plan distribution.
- **Vested account balance of \$5,000 or less.** If your total vested account balance under the Plan is \$5,000 or less as of the distribution date, you will be eligible to receive a distribution of your entire vested account balance in a lump sum as soon as administratively feasible following your termination of employment. If you receive a distribution of your vested benefits when you are partially-vested in your Plan benefits, your non-vested benefits will be forfeited.

You may elect to receive your distribution in cash or you may elect to rollover your distribution to an IRA or to another qualified plan.

In-service distributions. There are no in-service distributions permitted under the Plan. Thus, you may not withdraw any of your Plan benefits while you are working. However, you may withdraw amounts attributable to Rollover Contributions at any time.

Required distributions. If you have not begun taking distributions before you attain your Required Beginning Date, the Plan generally must commence distributions to you as of such date. For this purpose, your Required Beginning Date generally is April 1 following the end of the calendar year in which you attain age 70½ or terminate employment, whichever is later. (For 5% owners, the Required Beginning Date is April 1 following the calendar year in which you attain age 70½, even if you are still employed.)

Once you attain your Required Beginning Date, the Plan Administrator will commence distributions to you as required under the Plan. The Plan Administrator will inform you of the amount you are required to receive once you attain your Required Beginning Date.

Distribution upon disability. If you should terminate employment because you are disabled, you will be eligible to receive a distribution of your vested account balance under the Plan's normal distribution rules. You will be considered to be disabled for purposes of applying the Plan's distribution rules if you are unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The Plan Administrator may establish reasonable procedures for determining whether you are disabled for purposes of applying the distribution provisions of the Plan.

Distributions upon death. If you should die before taking a distribution of your entire vested account balance, your remaining benefit will be distributed to your beneficiary or beneficiaries, as designated on the appropriate designated beneficiary election form. You may request a designated beneficiary election form from the Plan Administrator.

If you are married, your spouse generally is treated as your beneficiary, unless you and your spouse properly designate an alternative beneficiary to receive your benefits under the Plan. The Plan Administrator will provide you with information concerning the availability of death benefits under the Plan and your rights (and your spouse's rights) to designate an alternative beneficiary for such death benefits. For purposes of determining your beneficiary to receive death distributions under the Plan, any designation of your spouse as beneficiary is automatically revoked upon a formal divorce decree unless you re-execute a new beneficiary designation form or enter into a valid Qualified Domestic Relations Order (QDRO).

Default beneficiaries. If you do not designate a beneficiary to receive your benefits upon death, your benefits will be distributed first to your spouse. If you have no spouse at the time of death, your benefits will be distributed equally to your children. If you have no children at the time of your death, your benefits will be distributed to your estate.

Taxation of distributions. Generally, you must include any Plan distribution in your taxable income in the year you receive the distribution. More detailed information on tax treatment of Plan distributions is contained in the "Special Tax Notice" which you may obtain from the Plan Administrator.

Distributions before age 59½. If you receive a distribution before age 59½, you generally will be subject to a 10% penalty tax in addition to regular income taxation on the amount of the distribution that is subject to taxation. You may avoid the 10% penalty tax by rolling your distribution into another plan or IRA. Certain exceptions to the penalty tax may apply. For more information, please review the "Special Tax Notice," which may be obtained from the Plan Administrator.

Rollovers and withholding. You may "roll over" most Plan distributions to an IRA or another qualified plan and avoid current taxation. You may accomplish a rollover either directly or indirectly. In a direct rollover, you instruct the Plan Administrator that you wish to have your distribution deposited directly into another plan or an IRA. In an indirect rollover, the Plan Administrator actually makes the distribution to you and you may rollover that distribution to an IRA or another qualified plan within 60 days after you receive the Plan distribution.

If you are eligible to directly rollover a distribution but choose not to, the Plan Administrator must withhold 20% of the taxable distribution for federal income tax withholding purposes. The Plan Administrator will provide you with the appropriate forms for choosing a direct rollover. For more information, see the "Special Tax Notice," which may be obtained from the Plan Administrator.

Certain benefit payments are not eligible for rollover and therefore will not be subject to 20% mandatory withholding. The types of benefit payments that are not "eligible rollover distributions" include:

- annuities paid over your lifetime,
- installment payments for a period of at least ten (10) years,
- minimum required distributions at age 70½,
- hardship withdrawals, and
- certain "corrective" distributions.

[Note: All of the above distribution options may not be available under this Plan.]

Non-assignment of benefits and Qualified Domestic Relations Orders (QDROs) Your benefits cannot be sold, used as collateral for a loan, given away, or otherwise transferred, garnished, or attached by creditors, except as provided by law. However, if required by applicable state domestic relations law, certain court orders could require that part of your benefit be paid to someone else—your spouse or children, for example. This type of court order is known as a Qualified Domestic Relations Order (QDRO). As soon as you become

aware of any court proceedings that might affect your Plan benefits, please contact the Plan Administrator. You may request a copy of the procedures concerning QDROs, including those procedures governing the qualification of a domestic relations order, without charge, from the Plan Administrator.

ARTICLE 9 PLAN ADMINISTRATION AND INVESTMENTS

Investment of Plan assets. You have the right to direct the investment of Plan assets held under the Plan on your behalf, as provided under the applicable Investment Arrangement. The Plan Administrator or other authorized person will provide you with information on the amounts available for direction, the investment choices available to you, the frequency with which you can change your investment choices and other investment information. Periodically, you will receive a benefit statement that provides information on your account balance and your investment returns. If you have any questions about the investment of your Plan accounts, please contact the Plan Administrator or other Plan representative.

Although you have the opportunity to direct the investment of your benefits under the Plan, the Plan Administrator may decline to implement investment directives where it deems it is appropriate in fulfilling its role as a fiduciary under the Plan. The Plan Administrator may adopt rules and procedures to govern Participant investment elections and directions under the Plan.

Valuation Date. To determine your share of any gains or losses incurred as a result of the investment of Plan assets, the Plan is valued on a regular basis. For this purpose, the Plan is valued on a daily basis. Thus, you will receive an allocation of gains or losses under the Plan at the end of each business day during which the New York Stock Exchange is open.

Plan fees. There may be fees or expenses related to the administration of the Plan or associated with the investment of Plan assets that will affect the amount of your Plan benefits. Any fees related to the administration of the Plan or associated with the investment of Plan assets may be paid by the Plan or by the Employer. If the Employer does not pay Plan-related expenses, such fees or expenses will generally be allocated to the accounts of Participants either proportionally based on the value of account balances or as an equal dollar amount based on the number of participants in the Plan. If you direct the investment of your benefits under the Plan, you will be responsible for any investment-related fees incurred as a result of your investment decisions. Prior to making any investment, you should obtain and read all available information concerning that particular investment, including financial statements, prospectuses, and other available information.

In addition to general administration and investment fees that are charged to the Plan, you may be assessed fees directly associated with the administration of your account. For example, if you terminate employment, your account may be charged directly for the pro rata share of the Plan's administration expenses, regardless of whether the Employer pays some of these expenses for current Employees. Other fees that may be charged directly against your account include:

- Fees related to the processing of distributions upon termination of employment.
- Fees related to the processing of in-service distributions (including hardship distributions).
- Fees related to the processing of required minimum distributions at age 70½ (or termination of employment, if later).
- Charges related to processing of a Qualified Domestic Relation Order (QDRO) where a court requires that a portion of your benefits is payable to your ex-spouse or children as a result of a divorce decree.

If you are permitted to direct the investment of your benefits under the Plan, each year you will receive a separate notice describing the fees that may be charged under the Plan. In addition, you will also receive a separate notice describing any actual fees charged against your account. Please contact the Plan

Administrator if you have any questions regarding the fees that may be charged against your account under the Plan.

ARTICLE 10 PARTICIPANT LOANS

The Plan does not permit Participants to take a loan from the Plan. To access Plan assets, you must be eligible to receive a distribution from the Plan, as described in Article 8 above.

ARTICLE 11 PLAN AMENDMENTS AND TERMINATION

Plan amendments. We have the authority to amend this Plan at any time. Any amendment, including the restatement of an existing Plan, may not decrease your vested benefit under the Plan, except to the extent permitted under the Internal Revenue Code, and may not reduce or eliminate any "protected benefits" (except as provided under the Internal Revenue Code or any regulation issued thereunder) determined immediately prior to the adoption or effective date of the amendment (whichever is later). However, we may amend the Plan to increase, decrease or eliminate benefits on a prospective basis.

Plan termination. Although we expect to maintain this Plan indefinitely, we have the ability to terminate the Plan at any time. For this purpose, termination includes a complete discontinuance of contributions under the Plan or a partial termination. If the Plan is terminated, all amounts credited to your account shall become 100% vested, regardless of the Plan's current vesting schedule. In the event of the termination of the Plan, you are entitled to a distribution of your entire vested benefit. Such distribution shall be made directly to you or, at your direction, may be transferred directly to another qualified retirement plan or IRA. If you do not consent to a distribution of your benefit upon termination of the Plan, the Plan Administrator will transfer your vested benefit directly to an IRA that we will establish for your benefit. Except as permitted by Internal Revenue Service regulations, the termination of the Plan shall not result in any reduction of protected benefits.

A partial termination may occur if either a Plan amendment or severance from service excludes a group of employees who were previously covered by this Plan. Whether a partial termination has occurred will depend on the facts and circumstances of each case. If a partial termination occurs, only those Participants who cease participation due to the partial termination will become 100% vested. The Plan Administrator will advise you if a partial termination occurs and how such partial termination affects you as a Participant.

ARTICLE 12 PLAN PARTICIPANT RIGHTS AND CLAIM PROCEDURES

Please contact the Plan Administrator regarding your rights under the Plan and the Plan's claims procedures.

**CONSIDER APPROVAL OF BLANKET PURCHASE AGREEMENT
(BPA) WITH HON COMPANY LLC**

RECOMMENDATION:

That the Board of Trustees consider approval of a Blanket Purchase Agreement (BPA) with HON Company LLC, and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

This agreement will allow Lamar CISD to continue to procure furniture at an aggressive discount from HON Company LLC via our inter-local with OMNIA/National IPA formerly The Cooperative Purchasing Network (TCPN) ensuring purchasing compliancy. Once signed, the BPA will allow the District to enjoy discounts ranging from 58%-69% off list price for office furniture, school furniture, and filing and storage systems. Lamar has successfully utilized HON Company furniture over the years and has found value with the manufacturer's commercial grade furnishings and accommodating twelve (12) year warranty program. The BPA program requires the District to purchase a minimum of \$500,000 of list cost furnishings during the term of this agreement.

Additionally, the BPA will not restrict the District from hiring any company in the HON network to install the furnishings at each site, nor will it exercise any exclusive rights over the District when we purchase furniture from other manufacturers.

The District has previously engaged in BPAs with HON, but the current agreement has expired.

PROGRAM DESCRIPTION:

This agreement shall be effective as of March 1, 2020 and shall remain in effect until February 28, 2021.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Lamanda Nipps, CTSBO, Purchasing & Materials Manager

Recommended for approval:



Dr. Thomas Randle
Superintendent



February 26, 2020

Blanket Purchase Agreement

BPA Number: Lamar CISD/LISD
(This number should be placed on all orders)

This Blanket Purchase Agreement (this “Agreement”) is effective as of 3/1/2020 (“Effective Date”), by and between The HON Company LLC (“HON”) and Lamar CISD (the “Agency”). HON and Agency have entered into this Agreement in order for the Agency to purchase HON commercial products (“Products”) and related services (“Services”) directly from HON. HON may utilize its network of authorized dealers in the performance of this Agreement.

Except as expressly stated herein, Agency’s purchase of Products and Services are based upon the pricing, terms and conditions set forth in HON’s OMNIA Partners Public Sector Contract # R142208, by and between HON and OMNIA Partners Public Sector. The pricing and available Products and Services of the HON OMNIA Partners Public Sector Contract may be amended, revised, or renewed from time to time pursuant to the terms of the OMNIA Partners Public Sector Contract, and all such changes, amendments and revisions are incorporated by reference herein without need to formally amend this Agreement.

During the following dates: 3/1/2020 – 2/28/2021, the Agency agrees to: purchase a minimum of \$500,000 List of product from HON (“Annual Purchase Projection”), determined on cumulative invoiced purchases during the term. Agency acknowledges HON as a preferred vendor and agrees to promote HON agreement to eligible entities. Agency will give HON access to a list of all entities eligible to purchase against this agreement. If applicable, Agency will explore product opportunities with HON. In consideration for this, the Agency shall be entitled to purchase HON products at the discounts off the current list price in effect under the HON OMNIA Partners Public Sector contract. As of the Effective Date, the current discounting applicable to Agency’s purchases of Products is as follows:

	Systems and Pedestals	Vertical and Lateral Files, Storage	Tables, Desking, Caseworks	HON Branded Seating	Basyx Branded Products	Education
All Size Orders	69.0%	65.0%	61.0%	61.0%	60.0%	58.0%

HON reserves the right to deny the Agency future Blanket Purchase Agreements or terminate the BPA upon written notice. The pricing applicable to installation in the OMNIA Partners Public Sector Contract shall not apply to any purchases for Services made by Agency from HON through an authorized dealer. All pricing for installation Services must be negotiated on a case by case basis between Agency and an authorized dealer.

All of Agency’s orders must be made out to The HON Company LLC and shall reference the OMNIA Partners Public Sector Contract number: R142208, and the BPA number at the top of this Agreement. Each order must have a single “ship-to” destination within the United States in order for the freight to be paid by HON.

This Agreement expires 2/28/2021.

The following office(s) are hereby authorized to place orders under this Agreement:

Agency Name: _____

Address: _____

City, State, Zip Code: _____

Will orders be placed by one centralized purchasing location? _____

If no, please list other locations that will be utilizing this Agreement:

Orders may be sent to the HON Servicing Dealer providing the product installation services for review prior to order placement.

HON shall invoice the Agency upon shipment of Product.

Payment terms are net 30 days, with no additional discount for early payment.

Product shall be shipped not to exceed 60 days after receipt of a valid order.

The Agency:

(Printed Name)

(Signature)

(Title)

(Date)

The HON Company LLC:

(Printed Name)

(Signature)

(Title)

(Date)

**CONSIDER APPROVAL OF COMMERCIAL REFRIGERATION
AND KITCHEN EQUIPMENT REPAIR**

RECOMMENDATION:

That the Board of Trustees approve C & C Refrigeration Inc. for districtwide services to commercial kitchen equipment.

IMPACT/RATIONALE:

The Child Nutrition Department requested this standby service to better support districtwide needs for repairs on commercial kitchen equipment as well as an annual preventive maintenance (PM) service. The Request for Proposal (RFP) process was used ensuring that the District is compliant with purchasing regulations according to TEC 44.031, TDA/ARM and EDGAR.

PROGRAM DESCRIPTION:

RFP #04-2020RL communicated the District's kitchen equipment inventory, service expectations, PM schedule and checklist requirements, service locations, etc. The Purchasing Department worked with Child Nutrition Department personnel to develop scope and ensure that the departments needs were met.

Purchasing contacted multiple vendors awarded on purchasing cooperatives and local vendors, with 3 vendors submitting responses. At evaluation, the department considered equipment part availability, diversity of manufacturer repair, rush service, and warranty.

C&C Refrigeration Inc. was ranked overall highest and in the best interest of the District. Services will be requested on an as needed basis, and an annual preventive maintenance will be established.

The proposal will be awarded as an annual contract with the option to auto renew for an additional four (4), one-year periods if both parties agree that the terms and conditions remain the same. The procurement shall commence upon board approval utilizing local and federal funds.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services
Monica A. Tomas, Director Child Nutrition
Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Lamanda Nipps, CTSBO, Purchasing & Materials Manager

Recommended for approval:



Dr. Thomas Randle
Superintendent

RFP # 04-2020RL
Commercial Refrigeration Kitchen Equipment Repair
March 19, 2020

			The reputation of the Proposer and of the Proposer's goods or services.	The quality of the Proposer's goods or services.	The extent to which the goods or services meet the needs of district .	The Proposer's past relationship with the district.	Long-term cost to the district to acquire the vendors goods or service.	Ability to service our account with proper staff and insurance.	
Vendors	Cost Per Hour	The purchase price (25 points Max)	(15 points Max)	(10 points Max)	(25 points Max)	(5 points Max)	(10 points Max)	(10 points Max)	TOTAL POINTS
1 C&C Refrigeration	\$80.00	25	15	10	24.3	5	9.6	10	98.9
2 TD Industries	\$99.00	23	14	7.3	21	3	6	10	84.3
3 Coolers Inc	\$103.00	22	15	7.3	22.3	5	5.3	10	86.9

CONSIDER APPROVAL OF PAINTING AND WALL COVERING SERVICES

RECOMMENDATION:

That the Board of Trustees approve Dumas Painting LLC for districtwide painting and wall covering services.

IMPACT/RATIONALE:

The Maintenance Department coordinates services for districtwide paint maintenance, repair and materials, on an as needed basis. Proposed vendor will be directed to perform work as requested by campuses and departments with guidance from Maintenance. The Request for Proposal (RFP) process was used ensuring that the District is compliant with purchasing regulations according to TEC 44.031 and EDGAR.

PROGRAM DESCRIPTION:

RFP # 05-2020RL communicated the District's expectations, various materials and response needs. The Purchasing Department worked with Maintenance Department personnel to develop scope and ensure that service needs were met.

Purchasing contacted multiple vendors awarded on purchasing cooperatives and local vendors, with 1 vendor submitting a response. At evaluation, the department scored on the respondent's service to all locations, staffing resources and timeliness to urgent calls.

The proposal will be awarded as an annual contract with the option to auto renew for an additional (4) four, (1) one-year periods if both parties agree that the terms and conditions remain the same, except for any documented increases in labor or material costs delineated by the contractor and accepted by the District prior to renewal. The procurement shall commence upon board approval utilizing local funds.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services
Aaron Morgan, Director of Maintenance & Operations (Region 4)
Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Lamanda Nipps, CTSBO, Purchasing & Materials Manager

Recommended for approval:



Dr. Thomas Randle
Superintendent

RFP # 05-2020RL
Painting Wallcovering Time & Materials
March 19, 2020

Vendors	Cost Per Hour	The purchase price (20 points Max)	The reputation of the Proposer and of the Proposer's goods or services. (15 points Max)	The quality of the Proposer's goods or services. (15 points Max)	The extent to which the goods or services meet the needs of district . (15 points Max)	The Proposer's past relationship with the district. (5 points Max)	Long-term cost to the district to acquire the vendors goods or service. (15 points Max)	Ability to service our account with proper staff and insurance. (10 points Max)	Safety Record (5 points Max)	TOTAL POINTS
Dumas Painting	\$ 65.00	20	15	14.3	14.3	5	14.3	10	5	97.9

CONSIDER APPROVAL OF PURCHASE OF TEMPORARY CLASSROOMS

RECOMMENDATION:

That the Board of Trustees approve the purchase of eighteen (18) temporary double classroom buildings, along with related infrastructure, supplies, and equipment in an amount not to exceed \$3,100,000.

IMPACT/RATIONALE:

Temporary classrooms are needed at nine (9) campuses in Lamar CISD due to growth. The following schools need additional classrooms:

- Adolphus Elementary - 1 unit
- Austin Elementary - 1 unit
- Beasley Elementary - 1 unit
- Bentley Elementary - 2 units
- Frost Elementary - 1 unit
- George Ranch High - 1 unit
- Hubenak Elementary - 4 units
- Huggins Elementary - 4 units
- Hutchison Elementary - 3 units

The temporary classroom buildings will be purchased through the Choice Partners cooperative contract #15/025JN-05. The infrastructure items and services, supplies, and equipment will be purchased from awarded Lamar CISD vendors and cooperatives. Funds for this purchase are from 2006 and 2014 available bond funds.

PROGRAM DESCRIPTION:

Upon approval, construction of the units will begin in preparation for the 2020-2021 school year.

Submitted by: Christopher Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
Aaron Morgan, Director of Maintenance
Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF REQUEST FOR 2020 HISTORIC SITE EXEMPTION
QUALIFICATION FOR THE GEORGE RANCH HISTORICAL PARK**

RECOMMENDATION:

That the Board of Trustees approve 2020 Historic Site Exemption Qualification for the George Ranch Historical Park.

BACKGROUND INFORMATION:

The Board of Trustees of Lamar Consolidated Independent School District has granted historical tax exemptions to the George Ranch Historical Park for the past several years. Historic site tax exemptions must be renewed on an annual basis.

In accordance with Board Policy CCG(LOCAL), the George Foundation has applied for a historical tax exemption for the taxes to be levied for the 2020-2021 school year.

TAXPAYER	LOCATION/ TYPE OF PROPERTY	PROPERTY VALUE	ESTIMATED AMOUNT OF TAX RELIEF
THE GEORGE FOUNDATION	THE GEORGE RANCH HISTORICAL PARK	\$13,315,835	\$175,769.02

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:

Thomas Randle
Dr. Thomas Randle
Superintendent

February 27, 2020

Via email to Michelle Cornell - mcornell@lcisd.org

Dr. Thomas Randle
Superintendent
Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, Texas 77471

Re: 2020 Ad Valorem Tax Exemption Application for Historic Site Exemption – The George Ranch Historical Park

Dear Dr. Randle:

Enclosed please find the 2020 Historic Site Exemption Application for The George Ranch Historical Park, along with an acreage description.

Thank you very much for your consideration in this matter, and should you have questions, please feel free to give me a call.

Very truly yours,

THE GEORGE FOUNDATION



Sandra G. Thompson
Chief Financial Officer

Enclosure

cc: Roger Adamson, Chief Executive Officer

Application for Historic or Archeological Site Property Tax Exemption

Fort Bend Central Appraisal District

281-344-8623

Appraisal District's Name

Phone (area code and number)

2801 B.F. Terry Blvd., Rosenberg, Texas 77471

Address, City, State, ZIP Code

GENERAL INSTRUCTIONS: This application is for use in claiming a property tax exemptions pursuant to Tax Code Section 11.24.

FILING INSTRUCTIONS: You must furnish all information and documentation required by this application so that the chief appraiser is able to determine whether the statutory qualifications for the exemption have been met. This document and all supporting documentation must be filed with the appraisal district office in each county in which the property is located. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for appraisal district offices may be found on the Comptroller's website.

APPLICATION DEADLINES: You must file the completed application with all required documentation beginning Jan. 1 and no later than April 30 of the year for which you are requesting an exemption.

ANNUAL APPLICATION REQUIRED: You must apply for this exemption each year you claim entitlement to the exemption.

OTHER IMPORTANT INFORMATION

Pursuant to Tax Code Section 11.45, after considering this application and all relevant information, the chief appraiser may request additional information from you. You must provide the additional information within 30 days of the request or the application is denied. For good cause shown, the chief appraiser may extend the deadline for furnishing the additional information by written order for a single period not to exceed 15 days.

State the tax year for which you are applying for this exemption.

2020

Tax Year

STEP 1: Property Owner/Applicant

The George Foundation

Name of Property Owner

310 Morton St., PMB Suite C

Mailing Address

Richmond, TX 77469

City, State, ZIP Code

281-342-6109

Phone (area code and number)

Property Owner is a(n) (check one):

Individual

Partnership

Corporation

Other (specify):

Not-For-Profit, 501(c)(3) Tax Exempt Organization

Roger Adamson

Name of Person Preparing this Application

Chief Executive Officer

Title

Driver's License, Personal I.D. Certificate
or Social Security Number*

74-6043368

If this application is for an exemption from ad valorem taxation of property owned by a charitable organization with a federal tax identification number, that number may be provided in lieu of a driver's license number, personal identification certificate number or social security number:

* Unless the applicant is a charitable organization with a federal identification number, the applicant's driver's license number, personal identification certificate number or social security number is required. Pursuant to Tax Code Section 11.48(a), a driver's license, personal I.D. certificate or social security number provided in an application for an exemption filed with a chief appraiser is confidential and not open to public inspection. The information may not be disclosed to anyone other than an employee of the appraisal office who appraises property, except as authorized by Tax Code Section 11.48(b).

STEP 2: Property Information

Describe the property for which you are seeking this exemption.

The George Ranch Historical Park, 10215 FM 762, Richmond, TX 77469

Address, City, State, ZIP Code

470.977 Acres - See Attached Detail

CAD#s R127514, R35055,

R46553, R33739, R386497

Legal Description (if known)

Appraisal District Account Number (if known)

STEP 3: Taxing Units that have Granted an Exemption

List the taxing units that have granted an exemption pursuant to Tax Code Section 11.24. For each taxing unit identified, attach copies of documents reflecting official action of the governing body that provides for an exemption.

Lamar Consolidated ISD

Fort Bend County

STEP 4: Official Historical and Archeological Designations

1. Has the property been designated as a Recorded Texas Historic Landmark under Government Code Chapter 442 or as a state archeological landmark under Natural Resources Code Chapter 191 by the Texas Historical Commission? Yes No

If yes, attach copies of documents reflecting designation.

2. Has the property been designated as a historically or archeologically significant site in need of tax relief to encourage its preservation pursuant to an ordinance or other law adopted by the governing body of the unit? Yes No

If yes, attach copies of documents reflecting designation.

STEP 5 Read, Sign and Date

By signing this application, you certify that the information provided in this application is true and correct.

print
here

Roger E. Adamson

CEO

Print Name

Title

sign
here



02/27/2020

Authorized Signature

Date

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.

The George Foundation
 Attachment to Form 50-122
 Application for Historic or Archeological Site Property Tax Exemption
 2020

Step 3: Legal Description of Property	Account Number	CAD #
31.4220 Acres Peter Tal A-337	#0337-00-000-0011-901	R127514
65.4119 Acres John Jones A-41	#0041-00-000-0011-901	R33739
252.3200 Acres Wiley Martin A-56	#0056-00-000-0051-901	R35055
121.6150 Acres Wm Ryon A-368	#0368-00-000-0011-901	R46553
0.2081 Acres John Jones A-41	#0041-00-000-0012-901	R386497
<u>470.9770 Acres</u>		

**CONSIDER APPROVAL FOR 2020 HISTORIC SITE EXEMPTION QUALIFICATION
FOR THE DARST-YODER HOUSE**

RECOMMENDATION:

That the Board of Trustees approve 2020 Historic Site Exemption Qualification for the Darst-Yoder House.

BACKGROUND INFORMATION:

The Board of Trustees of Lamar Consolidated Independent School District has granted historical tax exemptions to the Darst-Yoder House in the past. Historic site tax exemptions must be renewed on an annual basis.

In accordance with Board Policy CCG (Local), the representative for The Darst-Yoder House has applied for a historic tax exemption for the taxes to be levied for the 2020-21 school year.

TAXPAYER	LOCATION/TYPE OF PROPERTY	PROPERTY VALUE	ESTIMATED AMOUNT OF TAX RELIEF
The Darst-Yoder House	300 South 9th Street Richmond, TX 77469	\$389,150	\$1,978.29*

*The estimated tax amount for this property, based on the 2019 tax rate and current exemptions granted, is \$5,136.78. The amount of tax relief requested above represents a freeze ceiling.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

R112635

Application for Historic or Archeological Site Property Tax Exemption

Fort Bend Central Appraisal District

281-344-8623

Appraisal District's Name

Phone (area code and number)

2801 B F Terry Blvd. Rosenberg, TX 77471

Address, City, State, ZIP Code

GENERAL INSTRUCTIONS: This application is for use in claiming a property tax exemptions pursuant to Tax Code Section 11.24.

FILING INSTRUCTIONS: You must furnish all information and documentation required by this application so that the chief appraiser is able to determine whether the statutory qualifications for the exemption have been met. This document and all supporting documentation must be filed with the appraisal district office in each county in which the property is located. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for appraisal district offices may be found on the Comptroller's website.

APPLICATION DEADLINES: You must file the completed application with all required documentation beginning Jan. 1 and no later than April 30 of the year for which you are requesting an exemption.

ANNUAL APPLICATION REQUIRED: You must apply for this exemption each year you claim entitlement to the exemption.

OTHER IMPORTANT INFORMATION

Pursuant to Tax Code Section 11.45, after considering this application and all relevant information, the chief appraiser may request additional information from you. You must provide the additional information within 30 days of the request or the application is denied. For good cause shown, the chief appraiser may extend the deadline for furnishing the additional information by written order for a single period not to exceed 15 days.

State the tax year for which you are applying for this exemption.

2020 2020

Tax Year

STEP 1: Property Owner/Applicant

Winona Faye Johnston
Name of Property Owner

300 So. 9¹/₂ St
Mailing Address

Mailing Address

300 So. 9¹/₂ Richmond, TX 77469
City, State, ZIP Code

281-342-4506
Phone (area code and number)

Property Owner is a(n) (check one):

- Individual
- Partnership
- Corporation
- Other (specify): _____

Winona Faye Johnston owner
Name of Person Preparing this Application Title

(449-32-6387)
Driver's License, Personal I.D. Certificate or Social Security Number*

If this application is for an exemption from ad valorem taxation of property owned by a charitable organization with a federal tax identification number, that number may be provided in lieu of a driver's license number, personal identification certificate number or social security number:

* Unless the applicant is a charitable organization with a federal identification number, the applicant's driver's license number, personal identification certificate number or social security number is required. Pursuant to Tax Code Section 11.48(a), a driver's license, personal I.D. certificate or social security number provided in an application for an exemption filed with a chief appraiser is confidential and not open to public inspection. The information may not be disclosed to anyone other than an employee of the appraisal office who appraises property, except as authorized by Tax Code Section 11.48(b).

RECEIVED
JAN 16 2020

FORT BEND C.A.D.

STEP 2: Property Information

Describe the property for which you are seeking this exemption.

300 So 9th St. Richmond, TX 77469

Address, City, State, ZIP Code

Legal Description (if known)

Appraisal District Account Number (if known)

STEP 3: Taxing Units that have Granted an Exemption

List the taxing units that have granted an exemption pursuant to Tax Code Section 11.24. For each taxing unit identified, attach copies of documents reflecting official action of the governing body that provides for an exemption.

Ft. Bend County
City

STEP 4: Official Historical and Archeological Designations

1. Has the property been designated as a Recorded Texas Historic Landmark under Government Code Chapter 442 or as a state archeological landmark under Natural Resources Code Chapter 191 by the Texas Historical Commission? Yes No

If yes, attach copies of documents reflecting designation.

2. Has the property been designated as a historically or archeologically significant site in need of tax relief to encourage its preservation pursuant to an ordinance or other law adopted by the governing body of the unit? Yes No

If yes, attach copies of documents reflecting designation.

STEP 5 Read, Sign and Date

By signing this application, you certify that the information provided in this application is true and correct.

print here → Winona Faye Johnston

Print Name

(owner)

Title

sign here → Winona Faye Johnston

Authorized Signature

Jan. 13 '20

Date

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Penal Code Section 37.10.

RECEIVED
JAN 16 2020
FORT BEND C.A.D.

January 13, 2020

Lamar Consolidated ISD
3911 Avenue I
Rosenberg, TX 77471

Attention: Ms. Jill Ludwig

Subject: Historical Exemption
Darst Home
300 South 9th Street
Richmond, Texas 77469

Ms. Ludwig,

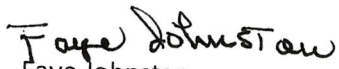
I respectfully submit herewith a request for 100 percent tax exemption for the aforementioned historic property for tax year 2020. The taxing entities of Fort Bend County and the City of Richmond have granted the exemption in previous years.

Attached please find a copy of the designation of the Darst-Yoder House as a recorded Texas Historic Landmark since 1975 for your review.

An application has been submitted to the Fort Bend Central Appraisal District in accordance with Texas Property Tax Code section 11.24.

I sincerely appreciate your kind attention to this request and trust it will merit your favorable approval.

Sincerely,


Faye Johnston
281-342-4506



By the authority vested in it by the Legislature of the State of Texas, the Texas Historical Commission hereby designates

THE DARST-YODER HOUSE

of the city of **Richmond** county of **Fort Bend** as a Recorded Texas Historic Landmark and duly certifies that said structure is worthy of preservation because of its outstanding contribution to the heritage of Texas.


Governor of Texas


Chairman, Texas Historical Commission

November 26, 1975
Date

**CONSIDER APPROVAL OF
LAMAR CISD 2020 BOND TIMELINE CONSIDERATIONS**

RECOMMENDATION:

That the Board of Trustees approve the suggested timeline for planning a 2020 Bond Referendum.

IMPACT/RATIONALE:

In October 2002, the Board approved the Lamar CISD *Framework for Facilities Planning* which outlines the District's facilities planning process. Another Bond Referendum needs to be taken to the voters to provide the additional schools projected by the District's demographer—Population and Survey Analysts (PASA). The suggested timeline follows the framework for planning and would meet the goal of a bond election to be called for November 2020.

A tentative timeline for a November 2020 bond planning process is attached—along with information on the Lamar CISD Citizens' Bond Committee membership.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**Lamar CISD
November 2020 Bond Planning Timeline**

Fall 2019	Facilities Assessment Conducted
February 2020	Demographic Update by PASA
March 19	Facilities & Long-Range Plan Update Board Approves Bond Planning Timeline
April 16	Bond Planning Workshop for Board Board Reviews Master Plan Principles Board Adopts Master Plan Principles (if changed) Board Approves Citizens Bond Committee Membership
April 20	Bond Committee Meeting One – 7 p.m. Board Room
April 27	Bond Committee Meeting Two – 7 p.m. Board Room
May 4	Bond Committee Meeting Three – 7 p.m. Board Room
May 11	Bond Committee Meeting Four – 7 p.m. Board Room
May 18	Bond Committee Meeting Five – 7 p.m. Board Room (If Needed)
June 1	Bond Committee Meeting Six – 7 p.m. Board Room (If needed)
June 8	Bond Committee Meeting Seven – 7 p.m. Board Room (If needed)
June 18	Citizens' Bond Committee Report to Board
August 2020	Board Bond Workshop Public Hearing on Bond Report Board Calls Bond Election
August – October 2020	Open Houses/Community Presentations
November 3	Bond Election

LAMAR CISD CITIZENS' BOND COMMITTEE MEMBERSHIP

The Lamar CISD Board of Trustees approved the *Framework for Facilities Planning* in 2002. Part of the planning process calls for the formation of a Citizens' Bond Advisory Committee, which develops a recommendation for a bond referendum.

Each trustee is asked to select three residents from their single-member district to serve on the committee. Each trustee will receive a nomination form which is returned to the Office of the Chief of Staff upon completion.

In addition, Community members interested in serving on the committee can apply online or download a copy of the form to be returned to the Office of the Chief of Staff. Four persons from each of the seven districts will be selected from these applications.

The Administration will ultimately recommend a 67-member Citizens' Bond Advisory Committee to the Board, consisting of:

- 21 community members chosen by the Trustees from each single member district (three from each of the seven districts);
- 28 community members chosen from a pool of volunteers who have filled out an application (four from each of the seven districts);
- 8 representatives from Administration (either principals or assistant principals);
and
- 10 students (two from each high school)

District administrators and program management representatives, chosen by the Superintendent, will serve as ex-officio members of the committee.

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
EDUCATIONAL ADMINISTRATIVE PROFESSIONALS' WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming April 20-24, 2020 as Educational Administrative Professionals' Week in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

April 20-24, 2020 is proclaimed as the National Administrative Professionals' Week. Educational administrative professionals are valuable members of educational teams in schools and contribute in many ways beyond their traditional function as an administrative assistant. Their assistance is invaluable in the daily activities of a school campus and the administrative operations of Lamar CISD.

Educational administrative professionals provide support for students and staff and are charged with providing accurate record keeping services, which is highly important in an educational environment.

Educational administrative professionals serve as trusted communicators with parents and community members and their connection to the community fosters positive public relations for the District.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, administrative professionals are valuable members of educational teams in schools and their administrative operations; and

WHEREAS, educational administrative professionals contribute in many ways beyond their most recognizable function as an administrative assistant; and

WHEREAS, their assistance is particularly important in the daily activities and operations of a school district; and

WHEREAS, administrative professionals serve our educational community by providing support for students and staff; and

WHEREAS, educational administrative professionals assist school and District personnel as trusted communicators with parents and community members; and

WHEREAS, their connection to the community aids in communication and positive public relations within the community;

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares the week of April 20-24, 2020 as **Educational Administrative Professionals' Week** and encourages members of the Lamar Consolidated Independent School District staff and community to express appreciation to our educational administrative professionals.

Adopted this 19th day of March 2020.

Kay Danziger, President

Mandi Bronsell, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
LIBRARIANS' WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming the week of April 19-25, 2020 as Librarians' Week in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Librarians are valuable members of the education team in Lamar CISD schools. Campus librarians contribute to the education of all students in many ways that extend beyond their most recognizable function as the resource director for each campus.

School librarians serve as instructors for early literature appreciation and share their knowledge of literature as an important learning tool.

School librarians provide information about additional instructional resources for teachers and students. Their assistance is especially important as students learn the research process as part of the learning process.

School librarians are also important resource persons in curriculum development, textbook selection and reviewing instructional materials. Their knowledge of instructional technology and educational programs serves as an additional resource for students and staff.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, school librarians play a critical role in the education process through involvement in reading and research; and

WHEREAS; school librarians serve as an instructor for early literature appreciation and share a unique knowledge of literature as a way to learn and as a recreational pastime; and

WHEREAS, school librarians serve as a resource director for each campus, as well as provide instructional support for teachers and students; and

WHEREAS, school librarians teach students to use research as an extension of the learning process that will help students throughout their educational career; and

WHEREAS, school librarians play an important role in curriculum development, textbook selection and review of instructional materials; and

WHEREAS, school librarians maintain a knowledge of instructional technology and educational programs that serve as a resource to students and staff;

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares the week of April 19-25, 2020 as **Librarians' Week**, and encourages all members of the Lamar Consolidated Independent School District staff and community to express appreciation to our school librarians.

Adopted this 19th day of March 2020.

Kay Danziger, President

Mandi Bronsell, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
PUBLIC SCHOOL VOLUNTEER APPRECIATION WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming April 20-24, 2020 as Public School Volunteer Appreciation Week in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Parent and family involvement in children's lives is critical to their success as children and adults. Volunteering is one of the most important aspects of parent involvement in the public school setting.

Volunteers are invaluable to our schools, teachers and students by helping them greatly extend and increase their resources.

The goal of Public School Volunteer Appreciation Week is to call attention to the value of the many volunteers in our public schools and to show appreciation for the service that they provide.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, parent and family involvement in children's lives is critical to their success as children and adults; and

WHEREAS, volunteering is one of the most important aspects of parent involvement; and

WHEREAS, volunteers are invaluable to our schools, teachers and students by greatly extending and increasing the District's resources; and

WHEREAS, the goal of Volunteer Appreciation Week is to bring a greater awareness and demonstrate appreciation for the many hours of labor provided by the volunteers in our schools;

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares the week of April 20-24, 2020 to be **Public School Volunteer Appreciation Week** in the Lamar Consolidated Independent School District.

Adopted this 19th day of March 2020.

Kay Danziger, President

Mandi Bronsell, Secretary

**CONSIDER APPROVAL OF CHANGE ORDER #1 AND FINAL PAYMENT
FOR THE TRAYLOR STADIUM TRACK RESURFACING**

RECOMMENDATION:

That the Board of Trustees approve the deductive change order #1 in the amount of \$22,153.18 and final payment of \$29,048.99 to FieldTurf USA, Inc. for the Traylor Stadium Track resurfacing and authorize the Board President to sign the change order.

IMPACT/RATIONALE:

FieldTurf USA, Inc. was the contractor for the construction of the Traylor Stadium Track resurfacing. Substantial completion was achieved on August 7, 2019. Funding is from the 2017 Bond.

PROGRAM DESCRIPTION:

Upon approval, the Board President will sign the change order and FieldTurf USA, Inc. will be paid 100 percent for the Traylor Stadium track resurfacing.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



AIA[®]

Document G701[™] – 2017

Change Order

PROJECT: *(Name and address)*
Synthetic Turf Sports Fields & Track
(Traylor Stadium Track Resurfacing)

CONTRACT INFORMATION:
Contract For: General Construction
PBK No. 18324SP
Date: 03/21/2019

CHANGE ORDER INFORMATION:
Change Order Number: 01

Date: October 22, 2019

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

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

CONTRACTOR: *(Name and address)*
FieldTurf USA, Inc.
7445 Cote-de-Liesse Rd
Suite 200
Montreal, Quebec, H4T 1G2

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 contingency allowance back to the owner in the amount of \$22,153.18.

The original Contract Sum was	\$ 603,133.00
The net change by previously authorized Change Orders	\$ _____
The Contract Sum prior to this Change Order was	\$ 603,133.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 22,153.18
The new Contract Sum including this Change Order will be	\$ 580,979.82

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be -no change

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.

FieldTurf USA, Inc.

Lamar Consolidated Independent School
District


ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*



SIGNATURE



SIGNATURE

SIGNATURE

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

RIECK W. EDGER - VP
PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

10/22/2019
DATE

10/23/19
DATE

DATE

APPLICATION AND CERTIFICATION FOR PAYMENT

TO GENERAL CONTRACTOR: PROJECT: Traylor Stadium - Track Only APPLICATION NO. 3
 LAMAR CISD (30092) 4606 Mustang Avenue
 3911 AVENUE I Rosenberg, TX 77471
 FROM CONTRACTOR: ROSENBERG, TX 77471
 FieldTurf USA, Inc. 7445 Cote-de-Liesse Road, Suite 200
 175 North Industrial Blvd Montreal, QC H4T 1G2
 Calhoun, GA 30701

PERIOD TO: 1/31/20
 PROJECT NOS: 663231
 INVOICE NO: 663231
 CONTRACT DATE: 3/21/19

WIRE DETAILS: Bank of America; Account Number: 4427657126
 Transfer routing (ABA): 026009593; ACH routing (ABA): 111000012

AIA DOCUMENT G702

PAGE ONE OF 3 PAGES



Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM \$ 603,133.00
2. Net change by Change Orders \$ (22,153.18)
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 580,979.82
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 580,979.82
5. RETAINAGE:
 - a. 0% of Completed Work \$ 0.00 (Column D + E on G703)
 - b. % of Stored Material \$ (Column F on G703)
 - Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 580,979.82
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 551,930.83
8. CURRENT PAYMENT DUE \$ 29,048.99
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

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

CONTRACTOR: Fieldturf USA Inc.
 By: Jodie Paradis
 State of: Quebec, Canada County of: Montreal
 Subscribed and sworn to before me this 22nd day of January, 2020
 Notary Public: Michelle Robillard
 My Commission expires: July 16, 2020

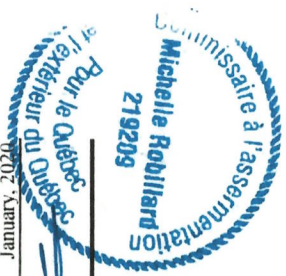
ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 29,048.99

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

By: Michelle Robillard Date: 2/13/2020
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		\$22,153.18
Total approved this Month		
TOTALS	\$0.00	\$22,153.18
NET CHANGES by Change Order		(\$22,153.18)

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

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR TERRY HIGH SCHOOL
AND GEORGE JUNIOR HIGH SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve the design development for Terry High School and George Junior High School additions and renovations as presented by VLK Architects, Inc.

IMPACT/RATIONALE:

VLK Architects, Inc. will be presenting the design development for Terry High School and George Junior High School additions and renovations. The design development booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 7, 2017, Lamar CISD passed a bond issue that included the Terry High School and George Junior High School additions 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:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF CSP #07-2020RG FOR CARPET REPLACEMENTS
AT FOSTER HIGH, BRISCOE JUNIOR HIGH, JANE LONG ELEMENTARY,
JACKSON ELEMENTARY, AND PINK ELEMENTARY SCHOOLS**

RECOMMENDATION:

That the Board of Trustees approve Millennium Project Solutions, Inc. for the carpet replacements at Foster High, Briscoe Junior High, Jane Long Elementary, Jackson Elementary, and Pink Elementary schools in the amount of \$1,941,000 and authorize the Board President to sign the agreement.

IMPACT/RATIONALE:

Competitive Sealed Proposal #07-2020RG was solicited for the carpet replacements at Foster High, Briscoe Junior High, Jane Long Elementary, Jackson Elementary, and Pink Elementary schools. Three (3) proposals were received on February 25, 2020. Having reviewed the weighted contractor evaluation criteria that was included in the proposal documents, Rice & Gardner and Corgan recommend the contract for construction be awarded to the highest ranked firm, Millennium Project Solutions, Inc. The funds for the base bid in the amount of \$1,941,000 were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

The amount of the recommended proposal is within the established project budget.

Upon approval, contracts will be prepared for execution and Millennium Project Solutions, Inc. will begin the carpet replacements at Foster High, Briscoe Junior High, Jane Long Elementary, Jackson Elementary, and Pink Elementary schools.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

February 28, 2020

Kevin McKeever
Executive Director, Facilities & Planning
Lamar Consolidated ISD
3911 Avenue I
Rosenberg, TX 77471

Re: Multi-Campus Carpet Replacement and Improvements (Package A) - Contractor Recommendation

Dear Mr. McKeever:

On Tuesday, February 25, 2020, at 2:00 pm the Lamar Consolidated Independent School District received multiple competitive sealed proposals for the CSP #07-2020RG (Package A – Multi-Campus Carpet Replacement)

The proposals for Package A consisted of a single base proposal, three alternate proposals, and a verification of required supporting documentation. All three proposers provided qualifications and references on February 18th, a week prior to proposal submission. Each proposal was evaluated by Corgan, the project manager, and district representatives. All proposals received exceeded the project budget. The following day the project team entered negotiations with the most qualified proposer determined through the evaluation of proposals. Through this effort, and by working directly with the carpet manufacturer, the most qualified contractor was able to revise their bid to be within the project budget.

After a complete and careful review of all the evaluation criteria, including the total submitted contract price for Package A – Millennium Project Solutions, Inc. is indicated as the #1 ranked proposer. Refer to the enclosed proposal evaluation form. Millennium received excellent recommendations for a project of this scope. It is the evaluation committee's recommendation for the Lamar Consolidated Independent School District to award a contract for the construction of CSP #07-2020RG (Package A – Multi-Campus Carpet replacement) to Millennium Project Solutions for \$1,941,000.00.

This recommendation is based on accepting the base proposal number.

We trust this recommendation meets with your approval and look forward to the continued partnership with Lamar Consolidated ISD on these projects.

Sincerely,



Nicholas Banks, AIA
Project Architect

PROPOSAL TABULATION SHEET

Project Name: Corgan Package A Carpet Replacement
 Lamar Consolidated Independent School District CSP #07-2020RG
 Thursday, February 25th, 2020 @ 2:00 PM
 LCISD Service Center Training Room, 4901 Avenue I, Rosenberg, TX 77471



BASE PROPOSAL	Millennium Project Solutions, Inc.	Millennium PS. Post-Bid Addenda	Bass Construction	Continental Flooring
PROPOSAL BOND	Yes	Yes	Yes	Yes
BASE PROPOSAL	\$2,191,000.00	\$1,941,000.00	\$2,367,000.00	\$2,062,000.00
ADDENDA ACKNOWLEDGED (1-2)	Yes	Yes	Yes	Yes
ALTERNATES	Millennium Project Solutions, Inc.	Millennium PS. Post-Bid Addenda	Bass Construction	Continental Flooring
ALTERNATE NO. 1: Replace Library Shelving with Mobile Shelving (Excludes Perimeter Shelving)	\$192,000.00	\$192,000.00	\$243,000.00	\$256,830.00
ALTERNATE NO. 2: LVT in Lieu of Carpet at the Foster HS Corridors, Briscoe JHS Corridors, and Jane Long ES Front Entry Corridor	\$28,000.00	\$28,000.00	\$0.00	\$7,500.00
ALTERNATE NO. 3: Painting of the Flooring Underneath the Jane Long ES Auditorium Seating	\$2,900.00	\$2,900.00	\$34,000.00	\$33,800.00
TOTAL BASE PROPOSAL + ACCEPTED ALTERNATES NUMBERS	\$2,383,000.00	\$1,941,000.00	\$2,610,000.00	\$2,318,830.00

Vendor	Purchase Price	1	2	3	4	5	6	7	8	Total Score	Firm's Ranking Order
	Purchase Price	Purchase Price	Reputation of the vendor and of the vendor's goods or services	Quality of vendor's goods or services	Extent to which the goods or services meet the district's needs	Vendor's past relationship with the District	Proposed Team offers experience and knowledge base of the project	Ability to service our accounts with proper staff and insurance requirements	Safety Record		
		20 Points Max	15 Points Max	10 Points Max	15 Points Max	5 Points Max	15 Points Max	10 Points	10 Points Max		
Millennium Project Solutions, Inc.	\$2,383,000.00	17.90	14.33	9.32	13.88	4.00	12.75	9.94	6.00	88.12	1
Bass Construction	\$2,610,000.00	16.34	14.54	9.13	14.00	4.50	13.63	9.94	6.00	88.08	2
Continental Flooring	\$2,318,830.00	18.40	9.54	7.38	9.44	0.50	10.00	7.44	2.00	64.70	3

**CONSIDER APPROVAL OF CSP #08-2020RG FOR
MISCELLANEOUS CAMPUS RENOVATIONS AND CONTROLS UPGRADE**

RECOMMENDATION:

That the Board of Trustees approve Bass Construction for the miscellaneous campus renovations and controls upgrade in the amount of \$2,750,000 and authorize the Board President to sign the agreement.

IMPACT/RATIONALE:

Competitive Sealed Proposal #08-2020RG was solicited for the miscellaneous campus renovations and controls upgrade. Two (2) proposals were received on February 25, 2020. Having reviewed the weighted contractor evaluation criteria that was included in the proposal documents, Rice & Gardner and Corgan recommend the contract for construction be awarded to the highest ranked firm, Bass Construction. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

The amount of the recommended proposal is within the established project budget.

Upon approval, contracts will be prepared for execution and Bass Construction will begin renovations and upgrades of miscellaneous campus renovations and controls upgrade.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

PROPOSAL TABULATION SHEET

**Project Name: Corgan Package B Miscellaneous Renovations and Controls Upgrades
Lamar Consolidated Independent School District CSP #08-2020RG**

Thursday, February 25th, 2020 @ 3:00 PM

LCISD Service Center Training Room, 4901 Avenue I, Rosenberg, TX 77471

BASE PROPOSAL	Millennium Project Solutions, Inc.	Bass Construction
PROPOSAL BOND	Yes	Yes
BASE PROPOSAL	\$2,930,000.00	\$2,750,000.00
ADDENDA ACKNOWLEDGED (1-2)	Yes	Yes
TOTAL BASE PROPOSAL (NO ALTERNATES)	\$2,930,000.00	\$2,750,000.00

		1	2	3	4	5	6	7	8		
Vendor	Purchase Price	Purchase Price 20 Points Max	Reputation of the vendor and of the vendor's goods or services 15 Points Max	Quality of vendor's goods or services 10 Points Max	Extent to which the goods or services meet the district's needs 15 Points Max	Vendor's past relationship with the District 5 Points Max	Proposed Team offers experience and knowledge base of the project 15 Points Max	Ability to service our accounts with proper staff and insurance requirements 10 Points	Safety Record 10 Points Max	Total Score	Firm's Ranking Order
Millennium Project Solutions, Inc.	\$2,930,000.00	18.77	14.33	9.32	13.88	4.00	12.75	9.94	6.00	88.99	2
Bass Construction	\$2,750,000.00	20.00	14.54	9.13	14.00	4.50	13.63	9.94	6.00	91.74	1

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR
FLETCHER MORGAN, JR. ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the design development for Fletcher Morgan, Jr. Elementary School as presented by VLK Architects, Inc.

IMPACT/RATIONALE:

VLK Architects, Inc. will be presenting the design development for Fletcher Morgan, Jr. Elementary School. The design development booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 7, 2017, Lamar CISD passed a bond issue that included Fletcher Morgan, Jr. Elementary School. 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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF PROFESSIONAL SURVEYING SERVICES
FOR FLETCHER MORGAN, JR. ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve LJA Surveying for the plat work for Fletcher Morgan, Jr. Elementary School in the amount of \$14,000 and allow the Board President to execute the agreement.

IMPACT/RATIONALE:

The survey and plat information is crucial for the design and construction of Fletcher Morgan, Jr. Elementary School. This is a service that the District must contract directly.

PROGRAM DESCRIPTION:

Upon approval LJA Surveying will provide the required documents for the design of Fletcher Morgan, Jr. Elementary 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



March 3, 2020

PROPOSAL

Mr. Scot A. Hartfiel
Lamar Consolidated ISD
3911 Avenue I
Rosenberg, Texas 77471

Re: Proposal for Platting Services
Fletcher Morgan Jr. Elementary School
City of Fulshear, Texas
LJA Proposal No. 20-00882
LJA Project No.: 1217-0003

Dear Mr. Hartfiel:

LJA Engineering, Inc. is pleased to submit this proposal for Platting Services for the above referenced property in the City of Fulshear, Texas. Based on our understanding of your needs, our services are to prepare a final plat for approval up to recordation. We propose the following scope of services and corresponding fees in accordance with the attached Professional Services Agreement (PSA).

SCOPE OF SERVICES

PLATTING:

LJA will prepare a plat of 14.19 Acres of the John Randon League, Abstract 76, in the City of Fulshear ETJ, Fort Bend County, Texas. Surveying services required for the final are included in our scope of services. The required surveying services for the final include checking, signing and sealing the original mylar drawing along with setting or checking the property corners in the field.

The compensation for these items of work will be as follows:

Phase	Description	Basis of Fee	Contract Amount
310	Final Plat	T&M	\$ 6,500
401	Miscellaneous Services Fees	T&M	\$ 3,700
Z99	Reimbursable Expenses	T&M	\$ 3,800
Total			\$ 14,000

The fees associated with Phases 310, 401 and Z99 will be on a time and material basis. Actual charges will be for the number of hours worked on the project at our standard billing rates. Phase Z99 is for reimbursable expenses as defined in the Professional Services Agreement such as mileage, reproduction, prints, tax certificates, title report, submittal fees, recordation fees, etc.

Mr. Scot A. Hartfiel
March 3, 2020
Page 2 of 2

If this proposal meets with your approval, please execute and return a copy to us. Your signature below and on the attached PSA will be sufficient authorization to commence the stated work.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions or require additional information, please do not hesitate to call me at 713.953.5200.

Sincerely,



Rene Rodriguez
Platting Manager

RR/em

Attachment (s)

**APPROVED FOR
LAMAR CONSOLIDATED ISD**

By: _____

Name: _____

Title: _____

Date: _____



PROFESSIONAL SERVICES AGREEMENT

This Agreement prepared on **March 3, 2020** is by and between **Lamar Consolidated ISD** with address at **3911 Avenue I, Rosenberg, Texas 77471** ("Client") and LJA Engineering, Inc. ("LJA"), who agree as follows:

Client engages LJA to perform professional services (the "Services") for the compensation set forth in one or more proposals or work authorizations (the "Proposal(s)") for one or more projects (the "Project(s)"). LJA shall be authorized to commence the Services upon execution of the Proposal(s) by the Client. Client and LJA agree that this Agreement, the Proposal(s), and any attachments herein incorporated by reference (the "Agreement") constitute the entire agreement between them.

I. LJA'S RESPONSIBILITIES: LJA shall perform or furnish the Services described in the Proposals, which shall be combined and attached as part of this Agreement. Where the terms or conditions of any Proposal conflict with those of Parts I-III contained herein, the Proposal shall control for the Services performed under that Proposal only.

II. CLIENT'S RESPONSIBILITIES: Client, at its expense, shall do the following in a timely manner so as not to delay the Services:

1. INFORMATION/REPORTS: Furnish LJA with all information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project.

2. REPRESENTATIVE / ACCESS: Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services, and provide LJA safe access to any premises necessary for LJA to provide the Services.

3. DECISIONS: Provide all criteria and full information as to requirements for the Project, obtain (with LJA's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and participate in the Project to the extent necessary to allow LJA to perform the Services.

III. COMPENSATION, BILLING, & PAYMENT: Client shall pay LJA for Services as denoted in the applicable Proposal and in accordance with the standard rate schedule – Attachment B.

IV. STANDARD TERMS AND CONDITIONS: Attachment A.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause and the Client has read and consents to all terms.

**APPROVED FOR "CLIENT"
LAMAR CONSOLIDATED ISD**

**APPROVED FOR "LJA"
LJA ENGINEERING, INC.**

By: _____

By:  _____

Printed Name: _____

Printed Name: Jason M. Kelly, PE

Title: _____

Title: Vice President

Effective Date: _____

Attachments:
A – Standard Terms and Conditions
B – Standard Rate Schedule

ATTACHMENT A STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and LJA cannot provide, any warranty or guarantee, express or implied, including those contained in any uniform commercial code, proposal, work authorization, or requisition, except as provided herein.

2. CHANGE OF SCOPE. The scope of Services set forth in any Proposal is based on facts known at the time of execution of the Proposal, including, if applicable, Client Data (defined below). As the Project progresses, facts discovered, including, but not limited to, site conditions or the existence of differing subsurface or physical conditions, may indicate that the scope, pricing, or other terms must be redefined, and the parties shall reasonably cooperate to equitably adjust the scope, pricing, or terms of this Agreement accordingly.

3. SAFETY. LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the Services, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJA employees.

4. DELAYS. Where LJA is prevented from completing any part of the Services within the schedule provided under the Agreement due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as LJA provides written explanation of the delay to Client. Except with regard to payment of any amounts due LJA from any Services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of the party claiming such circumstances.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of termination, Client shall pay LJA for all Services, including profit relating thereto, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement. In the event of a suspension of Services, LJA shall have no liability to the Client for delay or damage caused the Client because of such suspension of Services. Before resuming Services, LJA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of LJA's Services. LJA's fees for the remaining Services and the time schedules shall be equitably adjusted. Obligations under this Agreement, which by their nature would continue beyond the suspension or termination of this Agreement (e.g., indemnification), shall survive such suspension or termination.

6. RELATIONSHIP WITH CONTRACTORS / REVIEW. LJA shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but LJA specifically disclaims any authority to direct or supervise the means, methods, techniques, security or safety activities, personnel, compliance, sequences, or procedures of construction selected by Client's contractors. For Projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Evaluations of Client's budget for construction and estimates prepared by LJA represent LJA's judgment as a design professional. It is recognized, however, that neither LJA nor Client have control over the cost of labor, materials, or equipment, the contractor's methods of

determining bid prices, or competitive bidding, market, or negotiating conditions. Accordingly, LJA cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget or from any estimate of costs prepared or agreed to by LJA. Client agrees to hold LJA harmless from any claims resulting from performance of construction-related services by persons other than LJA and LJA shall not be responsible for the contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. In fulfilling its duties pursuant to the Agreement, Client permits LJA to elect to subcontract to others certain tasks in its scope of Services.

7. INSURANCE. LJA will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in accordance with legal and business requirements. Certificates evidencing such coverage will be provided to Client upon request. For Projects involving construction, Client agrees to require its construction contractor, if any, to include LJA as an additional insured on its policies relating to the Project. LJA's coverages referenced above shall, in such case, be excess over any contractor's primary coverage. Client shall require its construction contractor to include LJA as an indemnitee under any indemnification obligation of contractor to Client to the fullest extent allowed by law.

8. PROJECTS WITH MULTIPLE CLIENTS. When LJA undertakes a Project for multiple Clients, each Client on the Project is jointly and severally liable for payments for LJA's Services. If any Client fails to make timely payment to LJA, and the remaining Clients wish to continue the Project, the remaining Clients will promptly notify LJA in writing to continue the Project and their joint and several obligations shall remain the same. LJA, at its option, may suspend the remaining performance under this Agreement until all past due payments are made and authorization to proceed and pay from all non-defaulting Clients is received, or continue work on the Project and invoice and collect from the remaining Clients any payment (including damages) of amounts past due and that become due.

9. SITE CONDITIONS. Hazardous, archaeological, paleontological, cultural, biological, or other materials, protected resources, unknown underground facilities, or other conditions ("Conditions") may exist at a site where there is no reason to believe they could or should be present. The Parties agree that the discovery of unanticipated Conditions constitutes a changed condition that may mandate a renegotiation of the scope of Services. LJA shall notify Client should unanticipated Conditions be encountered. Client retains title to all Conditions and shall report to the appropriate public agencies, as required, any Conditions that may present a potential danger to the public health, safety, or the environment. Client shall execute any manifests in connection with avoidance, containment, transportation, storage, or disposal of Conditions resulting from the site. Client waives any claim against LJA and shall indemnify, defend, and hold LJA harmless from or by reason of claims for injury or death to persons or damage to property to the extent arising from such Conditions, substance, element, material, or any combination of the foregoing produced, emitted, or released from the site or Project.

10. INDEMNITY. LJA shall indemnify and hold harmless Client from claims, costs, losses, or damage sustained by Client or its employees provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property, but only to the extent actually and directly caused by LJA's failure to adhere to the standard of care described herein.

11. LIMITATION OF LIABILITY. No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest

extent permitted by law, LJA's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, LJA's negligence, errors, omissions, strict liability, or breach of contract, and whether claimed directly or by way of contribution, shall not exceed the total compensation received by LJA for the relevant work authorization or proposal under this Agreement. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk.

12. CONSEQUENTIAL DAMAGES. IN NO EVENT WILL LJA BE LIABLE TO THE CLIENT FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST REVENUES, LOSS OF USE, LOSS OF FINANCING, LOSS OF REPUTATION, LOST PROFITS, DELAYS, OR OTHER ECONOMIC LOSS ARISING FROM ANY CAUSE INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER CAUSE WHATSOEVER, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY. REGARDLESS OF LEGAL THEORY, LJA SHALL BE LIABLE ONLY TO THE EXTENT THAT ANY DAMAGES SPECIFIED HEREIN ARE FOUND BY A FINAL COURT OF COMPETENT JURISDICTION TO HAVE BEEN THE SEVERAL LIABILITY OF LJA. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THIS PROVISION ARE WAIVED.

13. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than for which they were originally prepared, or alteration of such without the written verification or adaptation by LJA for the specific purpose intended, shall be at the Client's risk. All title blocks and the engineer's seal, if applicable, shall be removed if Client provides deliverables in electronic media to any third party. Any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans. Client agrees that relevant analyses, findings, and reports provided in electronic media shall also be provided in hard copy and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days to check the hard copy against the electronic media. In the event that any error or inconsistency is found during that time, LJA shall be advised and the inconsistency shall be corrected at no additional cost to Client. Following the expiration of this notice period, Client shall bear all responsibility for the care, custody, and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media. Client agrees to indemnify and hold harmless LJA from all claims, damages, and expenses (including reasonable litigation costs) arising out of such reuse or alteration by Client or others acting through Client.

14. CLIENT DATA. Client or any third party designated by Client may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("Client Data"). LJA may reasonably and in good faith rely upon the accuracy of Client Data and unless described as part of the Services, LJA is not required to audit, examine, or verify Client Data. However, LJA will not ignore the implications of information furnished to LJA and may make reasonable inquiries if Client Data as furnished appears to be incorrect or incomplete. LJA makes no representations or warranties (express or implied) as to the quality, accuracy, usefulness, or completeness of any Services to the extent LJA relies on Client Data. LJA, its affiliates, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete Client Data.

15. ASSIGNMENT/BENEFICIARIES. Neither party may assign this Agreement without the written consent of the other party. With the exception of such assignments, nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any.

16. AMENDMENT, NO WAIVER, SEVERABILITY. This Agreement can be amended in writing and signed by the parties. No waiver by either party of any default by the other party in the performance of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default. The various terms, provisions, and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

17. INDEPENDENT PARTIES. Each party is an independent entity and is not a partner, agent, principal, or employee of the other party, unless otherwise agreed to by the parties in writing. Nothing in this Agreement shall restrict or otherwise prohibit either party or their respective affiliates in the conduct of their businesses.

18. STATUTE OF LIMITATION. To the fullest extent permitted by law, the parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one (1) year after Project completion.

19. DISPUTE RESOLUTION. The parties shall attempt to settle all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including, but not limited to, breach thereof, by discussion between the parties' management. If any dispute cannot be resolved in this manner, within five (5) business days, the parties agree to refer such claims, disputes, and controversies to mediation by a mediator mutually agreed to and equally paid for by the parties before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. The mediator shall convene the mediation within ten (10) business days of the request of either party, and the mediation will last at such times and as long as the mediator reasonably believes agreement is probable. The parties agree that an officer of each entity with complete authority to resolve the dispute shall attend the mediation. Notwithstanding the foregoing, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation, and LJA may pursue, at any time and without invoking dispute resolution as provided herein, any property liens or other rights it may have to obtain security for the payment of its invoice. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs and reasonable attorney's fees from the other party.

20. LITIGATION SUPPORT. LJA will not be obligated to provide expert witness or other litigation support related to its Services, unless expressly agreed in writing. In the event LJA is required to respond to a subpoena, inquiry, or other legal process related to the Services in connection with a proceeding to which LJA is not a party, Client will reimburse LJA for its costs and compensate LJA at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

21. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law rules or principles under which the law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state courts located in the county of LJA's address and agrees that such courts shall be exclusive forum and venue for resolving any legal suit, action or proceeding arising out of or relating to this Agreement.

Ver.15AUG2019

**CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR
FLETCHER MORGAN, JR. ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Terracon for the geotechnical study for the Fletcher Morgan, Jr. Elementary School in the amount of \$23,300 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design of the Fletcher Morgan, Jr. Elementary School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

March 2, 2020



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

Attn: Mr. Scot A. Hartfiel, AIA
Project Manager

Re: Cost Estimate for Geotechnical Engineering Services
Fletcher Morgan Jr. Elementary School
F.M. 1093 and Weston Drive
Fulshear, Texas
Terracon Document No. P92205129

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 **\$16,800**. See **Exhibit C** for more details of our fees and consideration of additional services.

Cost Estimate for Geotechnical Engineering Services
Fletcher Morgan Jr. Elementary School ■ Fulshear, Texas
March 2, 2020 ■ Terracon Document No. P92205129





Your authorization for Terracon to proceed in accordance with this document 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)


Blake R. Goben, E.I.T.
Staff Geotechnical Engineer


Kierstyn M. Burrell, P.E.
Project Engineer


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

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Fletcher Morgan Jr. Elementary School project ("Project"), as described in Consultant's Proposal dated 03/02/2020 ("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: **3/2/2020**

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 Independent School District**

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 VLK Architects. We have visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request the design team verify all information prior to our initiation of field exploration activities.

Site Location

Item	Description
Project location	The project site, approximately 13.3 acres in size, is located at the northwest corner of the intersection of F.M. 1093 and Weston Drive in Fulshear, Texas.
Existing improvements	The site is heavily wooded at the time of this cost estimate. An easement is located along the eastern boundary of the site.
Current ground cover	Trees, grass, and weeds.
Existing topography	Relatively level.
Site access	<ul style="list-style-type: none"> ■ Based on available aerial photographs, we understand that the site for the proposed project is heavily wooded. Therefore, the site may be inaccessible to drilling equipment and clearing of pathways will likely be required to access the proposed boring locations. ■ We expect the site and exploration locations are accessible with all-terrain vehicle (ATV) mounted drilling equipment following clearing of pathways.

Planned Construction

Item	Description
Proposed improvements	<ul style="list-style-type: none"> ■ A one to two-story elementary school building with a footprint of about 91,000 square feet. ■ Approximately 1,850 linear feet of driveway pavements. ■ Associated surface pavements.
Building construction¹	A combination of steel-frame and concrete masonry unit (CMU) construction with a structurally suspended and supported floor slab system.
Maximum loads¹	<p>One-story building area:</p> <ul style="list-style-type: none"> ■ Column loads: 80 to 125 kips. ■ Floor slab pressure: 125 pounds per square foot (psf). <p>Two-story building area:</p> <ul style="list-style-type: none"> ■ Column loads: 150 to 210 kips. ■ Floor slab pressure: 125 pounds per square foot (psf).
Planned foundation system	Drilled straight shafts.

Cost Estimate for Geotechnical Engineering Services

Fletcher Morgan Jr. Elementary School ■ Fulshear, Texas

March 2, 2020 ■ Terracon Document No. P92205129



Item	Description
Pavements	We assume both rigid (concrete) and flexible (asphalt) pavement sections are being considered. However, we anticipate that traffic will consist primarily of passenger vehicles in the parking areas and passenger vehicles combined with garbage trucks, large multi-axle delivery trucks, and buses from time-to-time in driveway areas.

¹. Provided by the Matrix Structural.

Terracon previously performed a Preliminary Geotechnical Report (Terracon Project No. 92195665, dated February 21, 2020) at this site for Lamar Consolidated Independent School District. We plan to utilize the available field and laboratory information to help provide our geotechnical engineering recommendations for this project.

EXHIBIT B - SCOPE OF SERVICES

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

Field Exploration

The field exploration program consists of the following:

Planned Location	Number of Borings	Planned Boring Depth ¹ (feet)
School building area	6	40
	4	25
Pavement areas	6	10
Total	16	400

^{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 an all-terrain vehicle (ATV) mounted drill rig 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.

Clearing of Pathways: Based on available aerial photographs, we understand that the site is heavily wooded. Therefore, the site is likely inaccessible to drilling equipment and clearing of pathways will likely be required. We understand that there are no conflicts with regard to clearing

Cost Estimate for Geotechnical Engineering Services

Fletcher Morgan Jr. Elementary School ■ Fulshear, Texas

March 2, 2020 ■ Terracon Document No. P92205129



of pathways. If there are any restricted areas, trees, facilities, etc. on-site that are sensitive to clearing, Terracon should be notified in advance so that we can avoid these areas during our clearing activities. The additional cost associated with having Terracon coordinate and clear pathways on-site are provided in the **“EXHIBIT C – COMPENSATION AND PROJECT SCHEDULE”** section of this cost estimate.

Property Disturbance: We will backfill borings with auger cuttings upon completion. Our services do not include repair of the site beyond backfilling our boreholes. 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.

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

Safety

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

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

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

Laboratory Testing

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

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

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

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer licensed in the state of Texas. 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.

Cost Estimate for Geotechnical Engineering Services

Fletcher Morgan Jr. Elementary School ■ Fulshear, Texas

March 2, 2020 ■ Terracon Document No. P92205129



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	\$16,800

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

Additional Services (see Exhibit B)	Estimated Fees	Initial for Authorization
Clearing of pathways ¹	\$4,500 to \$6,500	

¹: The tree debris would only be moved away from the cleared pathways and not removed from the site.

Our Scope of Services does not include services associated with survey of boring locations, special equipment for wet/soft ground conditions, tree or shrub clearing, 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. 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.

Cost Estimate for Geotechnical Engineering Services

Fletcher Morgan Jr. Elementary School ■ Fulshear, Texas

March 2, 2020 ■ Terracon Document No. P92205129



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

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

**CONSIDER APPROVAL OF TRAFFIC STUDY
FOR FLETCHER MORGAN, JR. ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Traffic Engineers, Inc. for the traffic study for Fletcher Morgan, Jr. Elementary School in the amount of \$18,000 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The traffic engineering study is a professional service that the District must contract directly. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

The traffic engineering study will generate reports that provide traffic flow patterns the architect needs to complete the construction specifications. These reports are crucial in the design and construction of Fletcher Morgan, Jr. Elementary 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

February 28, 2020

Scot A. Hartfiel, AIA
Project Manager
Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, TX 77471

Re: Proposal for Lamar CISD Morgan Elementary School Traffic Study

Dear Mr. Hartfiel:

This letter serves as our proposal to prepare a Traffic Study for Lamar Consolidated ISD (LCISD) Morgan Elementary School located in Fulshear Lakes Planned Community in Fort Bend County, Texas. The site is located in Fort Bend County, in the City of Fulshear ETJ.

Scope of Services

Task 1 – Data Collection

TEI will conduct a 24-hour bidirectional traffic count on FM 1093 in the vicinity of the future main entrance roadway to Fulshear Lakes Master Planned Community; the school will be adjacent to the main entrance roadway.

TEI will coordinate with Fort Bend County and the City of Fulshear regarding the most recent schedule/plans for the extension of the Westpark Tollway adjacent to Fulshear Lakes Master Planned Community and the Fulshear Lakes development. Additionally, TEI will coordinate with LJA Engineering, as needed, the engineer for Fulshear Lakes development.

The following information will be provided by Lamar CISD for Morgan Elementary School:

- Opening year
- Number of students (including portable building capacity)
- Number of staff
- Number of buses
- Number of daycare vans
- On-site after school care availability, if so, how many students in program
- Attendance zone map
- Name of one or two existing elementary schools that generate approximately the same amount of parent traffic generated by future Morgan Elementary School

Task 2 – Trip Generation and Distribution

Site-generated traffic volumes will be estimated for ultimate enrollment using information from LCISD and data collected by TEI at the identified existing elementary schools.

The ultimate enrollment projected traffic volumes will be distributed to the following intersections:

- FM 1093 at Fulshear Lakes main entrance roadway
- Fulshear Lakes roadways adjacent to the school site and the school driveways (estimated four intersections)

Background traffic on the Fulshear Lakes main entrance roadway and other Fulshear Lakes roadways will be projected based upon information provided by the developer/LJA Engineering.

Task 3 – Traffic Impact Analysis

The school site plan will be evaluated with respect to on-site traffic circulation. The amount of on-site storage needed for the student drop-off/pick-up area, the bus loading/unloading area and staff parking lot will be analyzed for Ultimate Enrollment, which includes all potential portable buildings.

The traffic projections will include existing traffic, projected traffic growth based upon information provided by the developer/LJA, as well as traffic generated for the opening year of the elementary school assuming Ultimate Enrollment with portable buildings. The impact of the school generated traffic on the adjacent roadways will be analyzed ensure adequate off-site circulation and acceptable traffic operations at the intersections identified above in Task 2. Off-site improvements such as left-turn lanes, turn lane storage length and “No Parking” zones will be recommended, where needed. Pedestrian improvements such as sidewalks, crosswalks, crossing guards and School Speed Zones will also be recommended.

Task 4 – Traffic Signal Warrant Analysis

A Traffic Signal Warrant Analysis will be conducted at the intersection of FM 1093 at the Fulshear Lakes main entrance roadway using projected traffic volume data for school opening year assuming Ultimate Enrollment. A timeframe for the need of a traffic signal will be analyzed if a traffic signal is warranted based on Ultimate Enrollment.

Task 5 – Study Findings

A report will be prepared documenting our findings and recommendations for on-site and off-site circulation.

Compensation

Based on our estimate of hours required to complete this project, compensation of \$18,000 is proposed on a lump sum basis.

Please contact me at (713) 398-7461, if you have any questions regarding this proposal.

Sincerely,



Dustin W. Qualls, PE, PTOE
Principal

**CONSIDER APPROVAL OF TEXAS ACCESSIBILITY STANDARDS REVIEW AND
INSPECTION FOR FLETCHER MORGAN, JR. ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Winning Way Services for Texas Accessibility Standards Review and Inspection for Fletcher Morgan, Jr. Elementary School in the amount of \$2,275 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Texas Accessibility Standards Review and Inspection is a professional service that the District must contract directly. This project will be funded with available funds from the 2014 Bond Referendum.

PROGRAM DESCRIPTION:

TAS Plan Review and Inspection is required to verify the plans comply with Texas Accessibility Standards.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



P.O. BOX 750953
HOUSTON, TEXAS 77275

OFFICE 281-922-0700
E-MAIL bill@winningway.net

**PLAN REVIEWS – INSPECTIONS
BUILDING CODE – ACCESSIBILITY – ENERGY – FIRE**

February 26, 2020

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

Attention: Mr. Kevin McKeever
Lamar Consolidated ISD

Project: Lamar Consolidated Independent School District
Fletcher Morgan Jr. Elementary School
Fulshear, Fort Bend County, Texas

Regarding: Proposal - TAS Plan Review and Inspection
Fletcher Morgan Jr. Elementary School

Dear Mr. McKeever,

I am pleased to submit this proposal for a code compliance review and report of the above referenced project. *Winning Way Services, Inc.* (hereinafter “Consultant”) shall provide to *Lamar Consolidated School District* (hereinafter “Client”) the services described below, under the terms and qualifications described below, for the compensation described below...

SCOPE OF SERVICES:

The Consultant shall perform the following services:

The plan review shall examine compliance conditions for the Texas Accessibility Standards. The review will be completed to ensure substantial compliance with the codes referenced.

The Consultant will prepare a written report identifying conditions observed to not be in substantial compliance with the codes mentioned above, listing discrepancies, missing information, partial information, and non-compliance to the code referenced.

The Texas Accessibility Standards Plan Review will follow the prescribed standards as set forth for, Registered Accessibility Specialists, licensed by the Texas Department of Licensing and Regulations, and conducted by a Registered Accessibility Specialist, using the 2012 Texas Accessibility Standards.

The completion of the code reviews will be as mutually agreed by all parties and will be dependent on submission of 100% plan sets with specifications, and addenda as issued by the design professionals.

COMPENSATION:

The scope of work described above will be performed for the following fee, subject to the terms and qualifications of this proposal:

Lamar Consolidated ISD
New Fletcher Morgan Jr. Elementary School

TAS – Plan Review	\$ 1,100.00
TAS – Site Inspection	\$ 1,175.00
Total	\$ 2,275.00

Architect will register project with TDLR-AB

TERMS AND QUALIFICATIONS:

Receipt of a fully executed copy of this proposal will be sufficient for initiating the work, provided all required plans and related documents are submitted. A signature block has been provided for the purpose of accepting this proposal in its entirety. This proposal becomes the agreement between us.

Invoicing will be submitted on or about the 1st of each month corresponding to the portion of work completed. All invoices will be due upon receipt. Timely payment of invoices is critical for the successful completion of the work. The Consultant reserves the right to stop all work should invoices not be paid timely. Invoices, which are unpaid after 15 days from the invoice date, are subject to an interest charge on professional services not to exceed the maximum non-usurious interest rate plus attorney's fees and collection expenses.

Any and all information, reports, drawings, specifications and other documents, including those in electronic form, that have been developed by the Consultant and the Consultant's consultants are Instruments of Service for use solely with this project. Unless final payment has been received for all work performed, use of any portion of the work for any purpose is expressly prohibited unless written permission has been received from the Consultant.

The Client acknowledges that the requirements of the various codes used in the review of this project will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his reasonable professional efforts and judgment to interpret the applicable requirements of such codes as they apply to the project. The Client acknowledges that the Consultant's scope of work does not include any services related to the presence of hazardous or toxic materials.

The Consultant in connection with the services requested or performed herein is that the Consultant will use that degree of care and skill ordinarily exercised under similar conditions by average members of our profession practicing in the same or similar locality.

The Client shall be solely responsible for the accuracy and sufficiency of all documents submitted to the Consultant for use on this project including but not limited to the construction documents, specifications, as-built drawings, surveys, soils reports, cut sheets, etc.

The Client shall keep the Consultant apprised of all project information.

In the event of disputes, both parties agree to mediation, which shall take place in Houston.

The Client acknowledges that he has had the opportunity to consult an attorney regarding the contents of this proposal.

The provisions of this agreement are not to be construed more strictly against the Consultant that drafted this proposal than the Client.

Either party may terminate this agreement for any reason upon five (5) days written notice. The Consultant shall be paid for any and all work to date of termination

In executing and entering into this agreement, neither the Client nor his attorney has relied on any statement or representation pertaining to this agreement (outside this written agreement) made by the Consultant or anyone representing the Consultant.

This proposal contains the entire agreement between the Consultant and the Client and both the Consultant and the Client acknowledge that they have carefully read the contents and understand their meaning and effect.

This agreement is made in Harris County, Texas and construed and interpreted in Texas law.

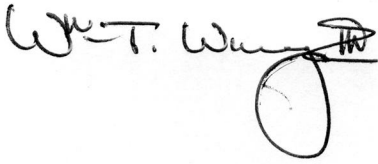
This proposal does not include the securing of any approvals and permits or any fees associated with City / County approvals and permits.

This proposal is valid for fourteen (14) days. If not accepted within fourteen days, the Consultant reserves the right to modify this proposal.

I have assembled this proposal based on my understanding of your specific needs related to this project. I am extremely interested in working with you on this project and look forward to hearing back from you.

Respectfully,

Proposal - Lamar Consolidated ISD
New Fletcher Morgan Jr. Elementary
February 26, 2020
Page 4 of 4



William T. Winning III – CBO
WINNING WAY SERVICES, INC.
Cc: File

ACCEPTANCE:

This proposal is accepted and agreed to by Lamar Consolidated ISD subject to the terms and qualifications contained herein.

Signature

Date

Name

Witness

Title

CC:

**CONSIDER APPROVAL OF NETWORK FIBER CONNECTIONS
FOR DR. THOMAS E. RANDLE HIGH SCHOOL
AND HARRY WRIGHT JUNIOR HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the installation of network fiber connections for Dr. Thomas E. Randle High School and Harry Wright Junior High School in the amount of \$222,431.26 from PS Lightwave.

IMPACT/RATIONALE:


This fiber installation is not in the scope of the general contractor. Requests for Proposals (RFP) were posted in accordance with the FCC E-Rate program so that the district could apply for cost reductions.

PROGRAM DESCRIPTION:

A bid evaluation was done, and PS Lightwave submitted the only bid. Option 2 in the bid provides for better network resiliency through separate paths to the campuses. This is funded through the 2017 bond.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities & Planning
David Jacobson, Chief Technology Information Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

Bid Evaluation Template

RFP Close Date: 2/3/2020

Service description: Leased Dark Fiber

Funding Year: 2020-2021

School Name: Lamar CISD

	NOTE:	When evaluating cost from Vendor proposals, be sure you are evaluating eligible amounts only. This criteria factor (eligible cost) should also be the most heavily weighted factor. If you include total cost, it should be a separate criteria factor with less point value.			
Factor(s)	Points Available	PS Lightwave			
<i>SPIN</i>		143035542			
<i>Date Received</i>		2/3/2020			
Price of Eligible service/product	30	30			
Reputation of or past experience with vendor and vendor's service/product	25	22			
Quality of vendor's service/product	25	22			
Service/product meets school needs	10	10			
Total cost of ownership	10	9			
Total Points	100	93			

Winning Bidder:	PS Lightwave
Date of evaluation:	2/27/2020

COST PROPOSAL

PS Lightwave is providing the District with two dark fiber options below. Both 7500 Koeblen and 7600 Koeblen will have 6 strands of single mode fiber each.

Option 1 includes the construction of a new fiber optic cable lateral from the existing PS LIGHTWAVE fiber optic line on FM2977 and Ricefield Rd south to Randle High School and Wright Junior High School following the same physical path back to the District Development Center.

Option 2 includes the construction of a new fiber optic cable lateral from the existing PS LIGHTWAVE fiber optic line on FM2977 and Ricefield Rd south to Randle High School and construction from the existing PS LIGHTWAVE fiber optic line at FM 2218/Pleak Rd near Meyer Rd to Wright Junior High School back to the District Development Center.

We've provided maps show the physical fiber routes for both options.

Option One					
A Location	Z Location	*Special Construction	*Installation	Total	*Monthly Recurring Cost - Maintenance
930 E Stadium Dr.	7500 Koeblen Rd.	\$77,188.16	\$6,771.02	\$83,957.18	\$275.63
930 E Stadium Dr.	7600 Koeblen Rd.	\$53,023.52	\$18,468.87	\$71,492.39	\$275.63

*Pricing in contingent upon the District ordering both sites

*Pricing does not include any applicable taxes and fees

Lead time 90-120 Days

Option Two					
A Location	Z Location	*Special Construction	*Installation	Total	*Monthly Recurring Cost - Maintenance
930 E Stadium Dr.	7500 Koeblen Rd	\$86,016.98	\$6,771.02	\$92,788.00	\$275.63
930 E Stadium Dr.	7600 Koeblen Rd	\$115,528.74	\$14,114.52	\$129,643.26	\$275.63

*Pricing in contingent upon the District ordering both sites

*Pricing does not include any applicable taxes and fees

Lead time 90-120 Days

Monthly Maintenance with 5% Escalation Per Site	
Year One	\$275.63
Year Two	\$289.41
Year Three	\$303.88
Year Four	\$319.08
Year Five	\$335.03

**CONSIDER APPROVAL OF NETWORK HARDWARE
FOR DR. THOMAS E. RANDLE HIGH SCHOOL
AND HARRY WRIGHT JUNIOR HIGH**

RECOMMENDATION:

That the Board of Trustees approve the purchase of network switches, wireless access points, uninterruptable power supplies (UPS) and routers for Dr. Thomas E. Randle High School and Harry Wright Junior High School in the amount of \$1,402,522.00 from Red River Technology LLC.

IMPACT/RATIONALE:

This hardware is not in the scope of the general contractor. Requests for Proposals (RFP) were posted in accordance with the FCC E-Rate program so that the district could apply for cost reductions. Only highlighted items on the quote are included in this Network Equipment agenda item. Red River Technology LLC will replace these switches and components for \$1,275,020.00 plus a 10% contingency of \$127,502.00 for a total of \$1,402,522.00.

PROGRAM DESCRIPTION:

A bid evaluation was done, and Red River submitted the winning bid. This hardware is funded through the 2017 bond.

Submitted by: Chris Juntti, Interim Deputy Superintendent of Support Services
Kevin McKeever, Executive Director of Facilities and Planning
David Jacobson, Chief Technology Information Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

Bid Evaluation Template

RFP Close Date: 2/3/2020

Service description: WAPs & Related Components

Funding Year: 2020-2021

School Name: Lamar CISD

NOTE: When evaluating cost from Vendor proposals, be sure you are evaluating eligible amounts only. This criteria factor (eligible cost) should also be the most heavily weighted factor. If you include total cost, it should be a separate criteria factor with less point value.

Factor(s)	Points Available	Red River Technology, LLC	RockIT Consulting		
<i>SPIN</i>		143037489	143037499		
<i>Date Received</i>		2/1/2020	1/31/2020		
Price of Eligible service/product	30	30	26		
Reputation of or past experience with vendor and vendor's service/product	25	25	25		
Quality of vendor's service/product	25	25	25		
Service/product meets school needs	10	10	10		
Total cost of ownership	10	10	8		
Total Points	100	100	94		

Winning Bidder:	Red River Technology, LLC
Date of evaluation:	2/27/2020

Bid Evaluation Template

RFP Close Date: 2/3/2020

Service description: Switches & Related Components

Funding Year: 2020-2021

School Name: Lamar CISD

NOTE: When evaluating cost from Vendor proposals, be sure you are evaluating eligible amounts only. This criteria factor (eligible cost) should also be the most heavily weighted factor. If you include total cost, it should be a separate criteria factor with less point value.

Factor(s)	Points Available	Red River Technology, LLC	RockIT Consulting	Dexon Computer, Inc.	
<i>SPIN</i>		143037489	143037499	143032698	
<i>Date Received</i>		2/1/2020	1/31/2020	1/15/2020	
Price of Eligible service/product	30	30	26	3	
Reputation of or past experience with vendor and vendor's service/product	25	25	25	5	
Quality of vendor's service/product	25	25	25	12	
Service/product meets school needs	10	10	10	8	
Total cost of ownership	10	10	8	3	
Total Points	100	100	94	31	

Winning Bidder:	Red River Technology, LLC
Date of evaluation:	2/27/2020

Bid Evaluation Template

RFP Close Date: 2/3/2020

Service description: Network Equipment

Funding Year: 2020-2021

School Name: Lamar CISD

	NOTE:	When evaluating cost from Vendor proposals, be sure you are evaluating eligible amounts only. This criteria factor (eligible cost) should also be the most heavily weighted factor. If you include total cost, it should be a separate criteria factor with less point value.			
Factor(s)	Points Available	<i>Red River Technology, LLC</i>	<i>RockIT Consulting</i>		
<i>SPIN</i>		143037489	143037499		
<i>Date Received</i>		2/1/2020	1/31/2020		
Price of Eligible service/product	30	30	26		
Reputation of or past experience with vendor and vendor's service/product	25	25	25		
Quality of vendor's service/product	25	25	25		
Service/product meets school needs	10	10	10		
Total cost of ownership	10	10	9		
Total Points	100	100	95		

Winning Bidder:	Red River Technology, LLC
Date of evaluation:	2/27/2020

Bid Evaluation Template

RFP Close Date: 2/3/2020

**Service description: UPS/Battery Backups
& Related Components**

Funding Year: 2020-2021

School Name: Lamar CISD

NOTE: When evaluating cost from Vendor proposals, be sure you are evaluating eligible amounts only. This criteria factor (eligible cost) should also be the most heavily weighted factor. If you include total cost, it should be a separate criteria factor with less point value.

Factor(s)	Points Available	Red River Technology, LLC	RockIT Consulting	Advanced Networks of Texas	
<i>SPIN</i>		143037489	143037499	143035542	
<i>Date Received</i>		2/1/2020	1/31/2020	2/3/2020	
Price of Eligible service/product	30	27	24	30	
Reputation of or past experience with vendor and vendor's service/product	25	25	25	2	
Quality of vendor's service/product	25	25	25	3	
Service/product meets school needs	10	10	10	0	
Total cost of ownership	10	10	9	2	
Total Points	100	97	93	37	

Winning Bidder:	Red River Technology, LLC
Date of evaluation:	2/27/2020



**Category 1 & 2 Network+ Pricing Sheet
Request for Proposal/Quotation(s)
for FY 2020 E-Rate Funding Year
Lamar Consolidated ISD
RFP Number 200004342**

Only highlighted items below are included in the Randle HS and Wright JH Network Equipment agenda item.

Company Name:	Red River Technology
Company Address:	2021 E. 5th St. Suite 110
Company City, State, Zip Code:	Austin, TX 78702
Primary Contact Name:	Chad Stewart
Primary Contact Title:	Account Executive
Primary Contact Telephone No:	512-635-9608
Contract Numbers	DIR-TSO-4167, SPIN 143037489

Category 1		Product	Install Services	Campus Total
	Randle High School	\$21,458.00	\$520.00	\$21,978.00
	Wright Junior High	\$16,849.00	\$520.00	\$17,369.00
	Category 1 Totals	\$38,307.00	\$1,040.00	\$39,347.00
Category 2		Product	Install Services	Campus Total
	Randle High School	\$751,590.00	\$23,835.00	\$775,425.00
	Alternative Learning Center	\$25,984.00	\$962.00	\$26,946.00
	Austin Elementary	\$32,732.00	\$1,066.00	\$33,798.00
	Bowie Elementary	\$18,088.00	\$868.00	\$18,956.00
	Briscoe Junior High	\$9,044.00	\$727.00	\$9,771.00
	Thomas Elementary	\$58,716.00	\$1,659.00	\$60,375.00
	Frost Elementary	\$9,044.00	\$727.00	\$9,771.00
	George Ranch Junior High	\$16,940.00	\$868.00	\$17,808.00
	Wright Junior High	\$444,765.00	\$15,483.00	\$460,248.00
	Huggins Elementary	\$9,044.00	\$727.00	\$9,771.00
	Jackson Elementary	\$9,044.00	\$727.00	\$9,771.00
	Adolphus Elementary	\$82,404.00	\$2,384.00	\$84,788.00
	Long Elementary	\$18,088.00	\$868.00	\$18,956.00
	Hubenak Elementary	\$58,716.00	\$1,815.00	\$60,531.00
	Seguin Elementary	\$24,836.00	\$1,050.00	\$25,886.00
	Juvenile Detention Center	\$9,044.00	\$727.00	\$9,771.00
	Lamar Junior High	\$9,044.00	\$727.00	\$9,771.00
	McNeil Elementary	\$65,464.00	\$1,904.00	\$67,368.00
	Pink Elementary	\$9,044.00	\$727.00	\$9,771.00
	Terry High School	\$9,044.00	\$727.00	\$9,771.00
	Travis Elementary	\$9,044.00	\$727.00	\$9,771.00
	Wertheimer Middle School	\$81,256.00	\$2,472.00	\$83,728.00
	Development Center	\$9,044.00	\$727.00	\$9,771.00
	Category 2 Totals	\$1,770,019.00	\$62,504.00	\$1,832,523.00
	Grand Total - Category 1 & 2	Product	\$1,808,326.00	
	Grand Total - Category 1 & 2	Install Services	\$63,544.00	
	Grand Total - Category 1 & 2	Product & Install Services	\$1,871,870.00	

Only highlighted items above are included in this Network Equipment agenda item.

Included Line Item	\$21,978.00
Included Line Item	\$17,369.00
Included Line Item	\$775,425.00
Included Line Item	\$460,248.00
Subtotal	\$1,275,020.00
Plus 10% Contingency	\$127,502.00
Grand Total	\$1,402,522.00

**CONSIDER APPROVAL OF AMENDMENT NO. 9 TO REQUOTE #18-2016LN,
THE HVAC FULL COVERAGE MAINTENANCE AND SERVICE AGREEMENT**

RECOMMENDATION:

That the Board of Trustees approve amendment #9 in the amount of \$9,483 per year to the RFQuote #18-2016LN full coverage maintenance and service agreement with Texas AirSystems and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The current contract with Texas AirSystems does not include preventative maintenance for the Lamar CISD Natatorium dehumidification units, serial numbers #14011835 and #14011836. The amendment #9 will add these units at this location to the maintenance and service agreement.

PROGRAM DESCRIPTION:

Upon approval, the Board President will execute the agreement to Texas AirSystems to include preventative maintenance to the mentioned units at the Lamar CISD Natatorium to the RFQuote #18-2016LN, HVAC full coverage maintenance and service agreement.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Aaron F. Morgan, Region IV Education Service Center
Paul Gutowsky, RTSBA, ATEM, Energy Coordinator

Recommended for approval:



Dr. Thomas Randle
Superintendent



February 26, 2020

Paul Gutowsky
Energy Coordinator
Lamar Consolidated ISD

Re: Natatorium add for Preventative Maintenance (2) Seresco Pool units

Paul,

Below is the information for the (2) Seresco pool units to be added under Preventative Maintenance of RFQuote 18-2016LN.

Preventative Maintenance

- Supply and replace filters monthly (12 times per year)
- Provide preventative maintenance labor and materials on (2) Seresco pool units
This will include (1) annual maintenance and (3) quarterly maintenance inspections

Seresco – NAHU-01 M# NE-070-PC-1-V4FT2263W2E5ADD S# 14011835

Seresco – NAHU-02 M# NE-070-PC-1-V4FT2263W2E5ADD S# 14011836

Total price for both Seresco systems will be \$9,483.00 per year.

These services will begin April 1, 2020 and will end June 30, 2022.

Regards,

Scott Sory

Scott Sory
Regional Operations Manager
Texas AirSystems

Amendment IX to RFQuote 18-2016LN

HVAC Full Coverage Maintenance & Service Agreement

March 19, 2020

This Agreement is made between Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471; and Texas AirSystems, 9021 S. Sam Houston Pkwy W., STE 100, Missouri City, Texas, 77489.

In this Agreement, the party who is contracting to receive services shall be referred to as “LCISD” and the party who will be providing the services shall be referred to as “TAS”.

Therefore the parties agree to the following:

- LCISD will pay TAS in the amount of Nine Thousand Four Hundred Eighty-Three Dollars (\$9,483.00) per year for preventive maintenance of the HVAC – Dehumidification Units at LCISD Natatorium; Serial #14011835 and #14011836.
- LCISD will pay TAS for the addition, Seven Hundred Ninety Dollars and Twenty-Five Cents (\$790.25) per month.
- Performance of Scope of Services will correspond with RFQuote 18-2016LN, HVAC Full Coverage Maintenance & Service Agreement Documents.
- Length of the Agreement: April 1, 2020 to June 30, 2022.

Both Parties agree that the complete agreement between us about these services will consist of this RFQuote 18-2016LN, HVAC Full Coverage Maintenance & Service Agreement.

Agreed to:
Lamar Consolidated Independent School District

Agreed to:
Texas AirSystems

By: _____
Authorized Signature

By: _____
Authorized Signature

Authorized Name (print)

Authorized Name (print)

Customer Address:
Lamar Consolidated Independent School District
3911 Avenue
Rosenberg, Texas 77471
(832) 223- 0000

Contractor Address:
Texas AirSystems
9021 S. Sam Houston Pkwy W., STE 100
Missouri City, Texas 77489
(832) 342-7000

**CONSIDER APPROVAL OF GUARANTEED MAXIMUM PRICE AMENDMENT TO
THE CONTRACT WITH DRYMALLA CONSTRUCTION COMPANY**

RECOMMENDATION:

That the Board of Trustees approve amendment to the contract with Drymalla Construction Company to establish the Guaranteed Maximum Price (GMP) #1 for Project No. 2 for the additions and renovations of Terry High School and George Junior High School in the amount of \$345,459.

IMPACT/RATIONALE:

VLK Architects, Inc. will be presenting the Guaranteed Maximum Price amendment to the contract with Drymalla Construction Company. Drymalla Construction Company is the Construction Manager at Risk for Project No. 2 for the additions and renovations of the Terry High School and George Junior High School. This amendment will establish the first GMP.

PROGRAMM DESCRIPTION:

The 2017 Bond Referendum included the construction of the additions and renovations of the Terry High School and George Junior High School. At the regular board meeting on December 19, 2019 the Board approved Drymalla Construction Company as the Construction Manager at Risk for this project. Upon approval of the GMP No. 1, Drymalla Construction Company will begin the replacement of the bleacher seats at Terry High School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

DRYMALLA

Construction Company

March 19, 2020

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

Attn: Dr. Thomas Randle
Superintendent

Re: Guaranteed Maximum Price for Lamar CISD Terry High School Bleacher Replacement

Drymalla Construction Company, Inc., is pleased to present a Guaranteed Maximum Price in the amount of Three Hundred Forty Five Thousand Four Hundred Fifty Nine Dollars (\$345,459) for the replacement of the bleacher seats on the home side bleachers at BF Terry High School.

This proposal is based on plans provided by VLK Architects dated February 7, 2020.

Drymalla Construction takes pride in presenting this proposal for this exciting new project. We very much appreciate the opportunity to join Lamar Consolidated ISD's team.

Sincerely,



Russell R. Klaus
President
Drymalla Construction Company, Inc.

**CONSIDER APPROVAL OF ABATEMENT MONITORING SERVICES
FOR THE BOWIE ELEMENTARY SCHOOL RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Environmental Solutions, Inc. (ESI) for abatement monitoring services for the renovations at Bowie Elementary School in the total amount of \$5,420 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Environmental Solutions, Inc. is LCISD's environmental consultant in monitoring and managing the presence of hazardous materials. It has been reported that there are hazardous materials at Bowie Elementary School and will require abatement monitoring services during the construction phase. Environmental monitoring is a professional service that the District must contract directly. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Hazardous materials consulting services will monitor the removal of asbestos containing materials in certain areas affected by the new construction work. All work will be done in approved manners and monitored for air quality.

Upon approval, the Board President will sign the agreements and ESI will schedule their monitoring of the removal of hazardous materials in coordination with the Bowie Elementary School contractor.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

February 5, 2020

Sent via e-mail: katlin.thomas@ricegardner.com

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

**Re: Proposal for Asbestos Abatement Consulting
Bowie Elementary School
2304 Bamore Rd., Rosenberg, Texas
ESI Proposal No. 20020516**

Dear Mr. McKeever:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services for work in the Cafeteria at Bowie Elementary School located at 2304 Bamore Rd. in Rosenberg, Texas. ESI will provide the necessary professional services to assist Lamar CISD in successfully managing environmental issues in a cost-effective manner. ESI proposes to perform asbestos project management services to assist with the removal of approximately 2,860 square feet of 9" floor tile and associated mastic from the cafeteria at Bowie Elementary School to accommodate renovations. These services will include preparation of the project scope of work procedures, perform on-site monitoring services during removal, and submit a final report of the abatement activities. ESI's costs are based on an estimated time of four to six days for an estimated cost of **\$3,940 to \$5,420**. A detailed cost breakdown is included herein.

Asbestos Consulting Services

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

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

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

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

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

Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for asbestos consulting services on a time-and-materials basis in accordance with our current Standard Fee Schedule. ESI's costs are based on an estimated time of four to six days for an estimated cost of **\$3,940 to \$5,420**. Below is an estimate of costs associated with this project.

Asbestos Abatement Consulting

Abatement Scope of Work Procedures

Lump Sum \$ 400 to \$ 400

Project Management Labor

Project Manager, 6-8 hours @ \$80/hr \$ 480 to \$ 640

On-Site Project Manager, 4-6 days @ \$650/day ⁽¹⁾ 2,600 to 3,900

Other Direct Costs

Miscellaneous expenses 60 to 80

Final Report

Lump Sum \$ 400 to \$ 400

Total Estimated Cost **\$ 3,940** to **\$ 5,420**

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

Project Authorization

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

Project Terms

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

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

The client acknowledges that ESI has neither created nor contributed to the creation or existence of any hazardous, toxic or otherwise dangerous substances or conditions at the site, and that ESI's compensation is not commensurate with the potential risk of injury or loss that may be caused by foresaid. Accordingly, the client waives any claim against ESI, its agents, and employees to the extent allowed by law for injury or loss sustained by any party alleged to arise out of ESI's performance of services. ESI is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence. The Client recognizes and agrees that all testing and remediation methods have reliability limitations, that no method or number of sampling locations can guarantee identification. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency, laboratory services or other service, including cost, have been considered in the Client's selection of services. Client agrees that he has knowledgeably 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 and we look forward to working with you. Should you have any questions, or require additional information please call 713-934-9944.

Sincerely,

Environmental Solutions, Inc.



Christopher M. Cox
Project Manager

CMC (20020516 pro)

A C C E P T E D:

LAMAR CISD

By: _____

Title: _____

Date: _____

**CONSIDER APPROVAL OF AMENDMENT NO. 6 TO THE INTERLOCAL
COOPERATION CONTRACT WITH TEXAS GENERAL LAND OFFICE**

RECOMMENDATION:

That the Board of Trustees approve amendment #6 for the interlocal cooperation contract with The Texas General Land Office for the purchase of natural gas and authorize the Board President to execute the agreement documents and interlocal cooperation contract.

IMPACT/RATIONALE:

Lamar CISD currently, by volume, purchase natural gas from the Texas General Land Office. Amendment #6 will add the natural gas meters installed since amendment #5 to the listing for District natural gas meters to be invoiced. The interlocal cooperation contract allows Lamar CISD to purchase natural gas in greater volume and at a lower cost. All the funds earned by The Texas General Land Office will be committed to the State's Permanent School Fund supporting public schools.

PROGRAM DESCRIPTION:

Upon approval, the Board President and the Texas General Land Office will execute the agreement documents, interlocal cooperation contract, GLO Contract NO. 14-262-000-8398, Amendment No. 6.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Aaron F. Morgan, Region IV Education Service Center
Paul Gutowsky, RTSBA, ATEM, Energy Coordinator
Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent



**INTERLOCAL COOPERATION CONTRACT
GLO CONTRACT NO. 14-262-000-8398
AMENDMENT NO. 6**

STATE OF TEXAS
COUNTY OF TRAVIS

The **Texas General Land Office** (GLO) and **Lamar CISD, Vendor ID #74-6002016** (Receiving Agency), are parties to that certain Interlocal Cooperation Contract No. 14-262-000-8398, entered into effective April 1, 2014 collectively referred to here as Contract.

Now therefore, the parties agree to amend the Contract effective September 1, 2019 as follows:

1. Exhibit B-5 is being added to the original contract.
2. Exhibit A Meter Numbers is being deleted in its entirety and replaced with the attached Exhibit A Meter Numbers.

Except as amended and modified herein, the terms and conditions of the Contract remain in full force and effect.

TEXAS GENERAL LAND OFFICE

LAMAR CISD

Mark A. Havens
Chief Clerk/Deputy Land Commissioner

Date of execution: _____

Date of execution: _____

SA _____ Deputy _____

_____ DIV _____ GC _____

**EXHIBIT B-5
MONTHLY GAS CONSUMPTION ELECTION (MGCE)
CONTRACT #14-262-000-8398**

AGENCY: Lamar CISD
FACILITY NAME: See Attached Exhibit A Meter Listing
ADDRESS: See Attached Exhibit A Meter Listing
CONTACT NAME: Paul Gutowsky
CONTACT PHONE NUMBER: 832-223-0255
EMAIL ADDRESS: PGutowsky@lcisd.org

Gas Consumption Per Month in MMBtu

	<u>Fixed</u>	<u>Index</u>	<u>Total</u>
Jul-19	0	483	483
Aug-19	0	656	656
Sep-19	0	1,133	1,133
Oct-19	0	4,129	4,129
Nov-19	0	6,426	6,426
Dec-19	0	6,847	6,847
Jan-20	0	9,436	9,436
Feb-20	0	7,637	7,637
Mar-20	0	4,329	4,329
Apr-20	0	3,003	3,003
May-20	0	2,050	2,050
Jun-20	0	918	918
TOTAL	0	47,047	47,047

	<u>Fixed</u>	<u>Index</u>	<u>Total</u>
Jul-20	0	483	483
Aug-20	0	656	656
Sep-20	0	1,133	1,133
Oct-20	0	4,129	4,129
Nov-20	0	6,426	6,426
Dec-20	0	6,847	6,847
Jan-21	0	9,436	9,436
Feb-21	0	7,637	7,637
Mar-21	0	4,329	4,329
Apr-21	0	3,003	3,003
May-21	0	2,050	2,050
Jun-21	0	918	918
TOTAL	0	47,047	47,047

Receiving Agency: _____

Title:

Effective Date: September 1, 2019

GLO Initials: _____

Form: Monthly Gas Consumption
 Approved by Legal SEMP
 October 14, 2008

Rec'd by Semp Initial/Date _____
 Updated GMS Initial Date _____
 Routed to Legal Initial/Date _____
 Posted into Docushare Initial/Date _____

**Exhibit A Meter Numbers
Lamar CISD 14-262-000-8398**

EFF 9/1/2019 AS OF 8-19-2019

Number of Meters	Contract Account #	Master Installation	District	Name of Location	Street Address	City	State	Zip Code	Initial CD
1	7592908	2730429	LAMAR CONSOLIDATED	LAMAR CISD - ADMINISTRATION	3909 AVENUE N	ROSENBERG	TX	77471-3933	0
2	9772859	4622800	LAMAR CONSOLIDATED	LAMAR CISD - ADOLPHUS ES	7910 WINSTON RANCH	RICHMOND	TX	77406-4200	2
3	4783342	2773509	LAMAR CONSOLIDATED	LAMAR CISD - ALT LEARNING CTR	1608 AVENUE M	ROSENBERG	TX	77471-3317	0
4	4802843	2674017	LAMAR CONSOLIDATED	LAMAR CISD - AUSTIN ES	1630 PITTS RD	RICHMOND	TX	77406-1390	1
5	4726559	2719172	LAMAR CONSOLIDATED	LAMAR CISD - BEASLEY ES	7511 AVENUE J	BEASLEY	TX	77417-6058	1
6	6401006208	7673575	LAMAR CONSOLIDATED	LAMAR CISD - BENTLEY ES	9910 FM 359 RD	RICHMOND	TX	77406-7725	0
7	4762367	2753732	LAMAR CONSOLIDATED	LAMAR CISD - BOWIE ES	2304 BAMORE RD	ROSENBERG	TX	77471-4906	1
8	10332238	2807916	LAMAR CONSOLIDATED	LAMAR CISD - BRISCOE JH	4300 FM 723 RD	RICHMOND	TX	77406-9230	1
9	4793918	2799034	LAMAR CONSOLIDATED	LAMAR CISD - CAMPBELL ES	1000 SHADOW BEND D	SUGAR LAND	TX	77479-6513	1
10	4757413	2762033	LAMAR CONSOLIDATED	LAMAR CISD - COMMUNITY CENTER	710 HOUSTON ST	RICHMOND	TX	77469-3413	0
11	4778059	2783340	LAMAR CONSOLIDATED	LAMAR CISD - DICKINSON ES	7110 GREATWOOD PK	SUGAR LAND	TX	77479-6275	1
12	10332238	2807922	LAMAR CONSOLIDATED	LAMAR CISD - FOSTER HS	4400 FM 723 RD	RICHMOND	TX	77406-9232	14
13	10332238	7994690	LAMAR CONSOLIDATED	LAMAR CISD - FOSTER HS FIELD	4402 FM 723 RD	RICHMOND	TX	77406-9232	0
14	10332238	2807928	LAMAR CONSOLIDATED	LAMAR CISD - FOSTER HS POOL	4400 FM 723 RD	RICHMOND	TX	77406-9232	0
15	4797982	2661277	LAMAR CONSOLIDATED	LAMAR CISD - FROST ES	3306 SKINNER LN	RICHMOND	TX	77406-7681	1
16	10746994	7391645	LAMAR CONSOLIDATED	LAMAR CISD - FULSHEAR HS	9302 BOIS D ARC LN	FULSHEAR	TX	77441-1793	8
17	10746994	8123716	LAMAR CONSOLIDATED	LAMAR CISD - FULSHEAR HS POOL	9320 CHARGER WAY	FULSHEAR	TX	77441-0000	0
18	10332248	4272780	LAMAR CONSOLIDATED	LAMAR CISD - GEO RANCH HS #1	8181 FM 762 RD	RICHMOND	TX	77469-1103	10
19	10332248	4362172	LAMAR CONSOLIDATED	LAMAR CISD - GEO RANCH HS #2	8181 FM 762 RD	RICHMOND	TX	77469-1103	0
20	10332248	7997743	LAMAR CONSOLIDATED	LAMAR CISD - GEO RANCH HS POOL	8181 FM 762 RD	RICHMOND	TX	77469-1103	0
21	10330742	2770711	LAMAR CONSOLIDATED	LAMAR CISD - GEORGE JH	4201 AIRPORT AVE	RICHMOND	TX	77471-5407	1
22	10330742	2717956	LAMAR CONSOLIDATED	LAMAR CISD - GEORGE JH KITCHEN	4601 AIRPORT AVE	RICHMOND	TX	77471-5533	0
23	8074792	4308005	LAMAR CONSOLIDATED	LAMAR CISD - HUBANEK ES	11344 RANCHO BELLA	RICHMOND	TX	77406-4500	2
24	4692112	2699080	LAMAR CONSOLIDATED	LAMAR CISD - HUTCHINSON ES	3602 RANSOM RD	RICHMOND	TX	77469-3699	1
25	4818222	2807355	LAMAR CONSOLIDATED	LAMAR CISD - JACKSON CAFETERIA	300 4TH ST	ROSENBERG	TX	77471-1902	0
26	4696476	2701563	LAMAR CONSOLIDATED	LAMAR CISD - JACKSON ES	301 3RD ST	ROSENBERG	TX	77471-1838	1
27	10332275	2772835	LAMAR CONSOLIDATED	LAMAR CISD - LAMAR CONS HS #1	4606 MUSTANG AVE	ROSENBERG	TX	77471-2121	19
28	4782527	2772860	LAMAR CONSOLIDATED	LAMAR CISD - LAMAR CONS HS #2	4606 MUSTANG AVE	ROSENBERG	TX	77471-2121	0
29	10332275	7174837	LAMAR CONSOLIDATED	LAMAR CISD - LAMAR CONS HS NAT	1101 HORACE MANN	ROSENBERG	TX	77471-0000	0
30	10332275	2772831	LAMAR CONSOLIDATED	LAMAR CISD - LAMAR CONS JH	4814 MUSTANG AVE	ROSENBERG	TX	77471-2136	0
31	10746994	7391728	LAMAR CONSOLIDATED	LAMAR CISD - LEAMAN JH	9320 BOIS D ARC LN	FULSHEAR	TX	77441-0000	2
32	6401482975	7720447	LAMAR CONSOLIDATED	LAMAR CISD - LINDSEY ES	2431 JOAN COLLIER TR	KATY	TX	77494-5109	0
33	4757398	2762004	LAMAR CONSOLIDATED	LAMAR CISD - LONG ES #1	500 S 9TH ST	RICHMOND	TX	77469-3438	0
34	4763498	2762218	LAMAR CONSOLIDATED	LAMAR CISD - LONG ES #2	908 MAIN ST	RICHMOND	TX	77469-3457	2
35	7668597	2762230	LAMAR CONSOLIDATED	LAMAR CISD - LONG ES #3	907 MAIN ST	RICHMOND	TX	77469-3432	0
36	10332275	2772815	LAMAR CONSOLIDATED	LAMAR CISD - MAINTENANCE	5017 AVENUE I	ROSENBERG	TX	77471-3467	0
37	7575454	4200378	LAMAR CONSOLIDATED	LAMAR CISD - MCNEILL ES	7300 S MASON RD	RICHMOND	TX	77407-7103	1
38	4823402	2812857	LAMAR CONSOLIDATED	LAMAR CISD - MEYER ES	1930 J MEYER RD	RICHMOND	TX	77469-9452	1
39	10330742	2687827	LAMAR CONSOLIDATED	LAMAR CISD - NAVARRO MS	4700 AVENUE N	ROSENBERG	TX	77471-5500	0
40	4742387	2745912	LAMAR CONSOLIDATED	LAMAR CISD - PINK ES	1001 COLLINS RD	RICHMOND	TX	77469-2756	2
41	4729639	2726946	LAMAR CONSOLIDATED	LAMAR CISD - RAY ES	2611 AVENUE N	ROSENBERG	TX	77471-4505	0
42	10332248	4272779	LAMAR CONSOLIDATED	LAMAR CISD - READING JH	8101 FM 762 RD	RICHMOND	TX	77469-1103	1
43	10332248	4617947	LAMAR CONSOLIDATED	LAMAR CISD - RYON MS	7901 FM 762 RD	RICHMOND	TX	77469-9488	0
44	4748595	2746356	LAMAR CONSOLIDATED	LAMAR CISD - SEGUIN EC	605 MABEL ST	RICHMOND	TX	77469-2715	0
45	4833088	2687855	LAMAR CONSOLIDATED	LAMAR CISD - SMITH ES	2114 LAMAR DR	RICHMOND	TX	77469	1
46	4783327	2773497	LAMAR CONSOLIDATED	LAMAR CISD - SPECIAL EDUCATION	1708 AVENUE M	ROSENBERG	TX	77471-3363	0
47	10330742	2717940	LAMAR CONSOLIDATED	LAMAR CISD - TERRY HS	5500 AVENUE N	ROSENBERG	TX	77471-5652	16
48	4719863	2717944	LAMAR CONSOLIDATED	LAMAR CISD - TERRY HS FIELD	4924 AVENUE N	ROSENBERG	TX	77471-5684	0
49	10330742	2717948	LAMAR CONSOLIDATED	LAMAR CISD - TERRY NATATORIUM	5021 AIRPORT AVENUE	ROSENBERG	TX	77471-5671	2
50	8081733	4307654	LAMAR CONSOLIDATED	LAMAR CISD - THOMAS ES	6822 IRBY COBB BLVD	ROSENBERG	TX	77469-1167	2
51	10332275	2772839	LAMAR CONSOLIDATED	LAMAR CISD - TRANSPORTATION #1	5017 AVENUE I	ROSENBERG	TX	77471-3467	1
52	4782495	2772826	LAMAR CONSOLIDATED	LAMAR CISD - TRANSPORTATION #2	5017 AVENUE I	ROSENBERG	TX	77471-3467	0

**Exhibit A Meter Numbers
Lamar CISD 14-262-000-8398**

EFF 9/1/2019 AS OF 8-19-2019

Number of Meters	Contract Account #	Master Installation	District	Name of Location	Street Address	City	State	Zip Code	Initial CD
53	9401450	4460093	LAMAR CONSOLIDATED	LAMAR CISD - TRANSPORTATION #3	9200 BOIS D ARC LN	FULSHEAR	TX	77441-3920	1
54	4729780	2727044	LAMAR CONSOLIDATED	LAMAR CISD - TRAVIS ES	2700 AVENUE K	ROSENBERG	TX	77471-3743	1
55	10332275	2772852	LAMAR CONSOLIDATED	LAMAR CISD - TRAYLOR STADIUM	4606 MUSTANG AVE	ROSENBERG	TX	77471-2121	0
56	6323107	2880112	LAMAR CONSOLIDATED	LAMAR CISD - VELASQUEZ ES	402 MACEK RD	RICHMOND	TX	77469-3174	1
57	10332238	4194711	LAMAR CONSOLIDATED	LAMAR CISD - WERTHEIMER MS	4240 FM 723 RD	RICHMOND	TX	77406-9230	0
58	4782535	2772870	LAMAR CONSOLIDATED	LAMAR CISD - WESSENDORFF MS	5201 MUSTANG AVE	ROSENBERG	TX	77471-2155	2
59	6400736604	7350992	LAMAR CONSOLIDATED	LAMAR CISD - ARREDONDO ES	6110 AUGUST GREEN	RICHMOND	TX	77469-2304	1
60	6401559645	7944656	LAMAR CONSOLIDATED	LAMAR CISD - CARTER ES	8500 A MEYERS RD	RICHMOND	TX	77469-0000	0
61	7805579	2757279	LAMAR CONSOLIDATED	LAMAR CISD - 1621 PLACE	117 LANE DRIVE, STE	ROSENBERG	TX	77471	0
62	6401524098	7999019	LAMAR CONSOLIDATED	LAMAR CISD - MAINTENANCE FACILITY #2	1051 LANE DRIVE	ROSENBERG	TX	77471	0
63	6401650876	8093760	LAMAR CONSOLIDATED	LAMAR CISD - CULVER ES	3131 LEARNING TREE	ROSENBERG	TX	77471	3
64	6401897886	8068820	LAMAR CONSOLIDATED	LAMAR CISD - ROBERTS MS	9230 CHARGER WAY	FULSHEAR	TX	77441	6

**CONSIDER APPROVAL OF MATERIALS TESTING FOR
MISCELLANEOUS CAMPUS RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Terracon, Inc. for materials testing for the miscellaneous campus renovations in the total amount of \$40,000 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Materials testing is a professional service that the District must contract directly. These funds were allocated within the 2017 Bond Budget.

- Bowie Elementary School \$16,000
- Jackson Elementary School \$ 3,000
- Smith Elementary School \$15,000
- Taylor Ray Elementary School \$ 6,000

PROGRAM DESCRIPTION:

Materials testing services will generate reports and verify that materials are installed correctly as per the specifications. These reports are crucial in verifying the quality of the miscellaneous campus 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:



Dr. Thomas Randle
Superintendent

February 12, 2020

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

Subject: Proposal for Construction Materials Testing Services
LCISD Package B: Miscellaneous Renovations
Bowie, Jackson, Smith, and Taylor Ray
Elementary Schools, Richmond, TX
Terracon Proposal No. P92201071

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

This project includes renovations to five LCISD elementary including Bowie, Jackson, Taylor Ray, and Smith Elementary School. Renovations include site utilities; concrete drives, sidewalks, and curbs; canopies; masonry; and metal fabrication.

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

- Issue for Construction specifications prepared by Corgan Associates, Inc. and dated January 31, 2020;
- Issue for Construction drawings prepared by Corgan Associates, Inc. and dated January 31, 2020 and;
- Geotechnical Report No. 92195573 by Terracon Consultants, Inc. dated January 10, 2020.

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 1¼" or less. Four 6" x 12" concrete cylinders per set will be prepared for concrete having a nominal size aggregate of greater than 1¼". When 6" x 12" cylinders are prepared, two cylinders will be tested at 7 and 28 days. When 4" x 8" cylinders are prepared, two cylinders will be tested at 7 days and three cylinders will be tested at 28 days.

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.

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 \$40,000. Based on the attached Budget Estimate, Terracon recommends the following:

- Bowie Elementary School – \$16,000**
- Jackson Elementary School - \$3,000**
- Smith Elementary School – \$15,000**
- Taylor Ray Elementary School - \$6,000**

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.

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.**

Proposal for Construction Materials Testing Services
LCISD Package B: Misc. Renovations ■ Richmond, Texas
February 12, 2020 ■ Terracon Proposal No. P92201071



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".

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

Attachments:

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

**BUDGET ESTIMATE
 LCISD PACKAGE B MISCELLANEOUS RENOVATIONS
 AUSTIN, BOWIE, JACKSON, SMITH, AND TAYLOR RAY ELEMENTARY SCHOOLS
 TERRACON PROPOSAL NO. P92201071**

Service	Quantity	Unit	Unit Rate	Estimate
Earthwork Observation and Testing				
Engineering Technician	208	hour	\$47.00	\$9,776.00
Engineering Technician OT	20	hour	\$70.50	\$1,410.00
Vehicle Charge	40	trip	\$50.00	\$2,000.00
Nuclear Gauge Charge	31	trip	\$80.00	\$1,880.00
Molsture Density Relationship (ASTM D698, D558)	11	each	\$150.00	\$1,650.00
Atterberg Limits (ASTM D4318)	10	each	\$50.00	\$500.00
Cement Stabilized Sand	8	each	\$80.00	\$480.00
			Sub-total	\$17,676.00
Foundation Observation and Testing				
Engineering Technician	20	hour	\$47.00	\$940.00
Engineering Technician, OT	4	hour	\$70.50	\$282.00
Vehicle Charge	3	trip	\$50.00	\$150.00
Concrete Test Cylinders (ASTM C39) 4 cyl/set	12	each	\$16.00	\$192.00
Sample Pick-up	3	trip	\$120.00	\$360.00
			Sub-total	\$1,924.00
Structural Steel Inspection				
Certified Welding Inspector	16	hour	\$100.00	\$1,600.00
Vehicle Charge	4	trip	\$50.00	\$200.00
Ultrasonic Equipment	1	day	\$125.00	\$125.00
			Sub-total	\$1,925.00
Cast-in-Place Concrete Observation and Testing				
Engineering Technician	180	hour	\$47.00	\$8,460.00
Engineering Technician, OT	16	hour	\$70.50	\$1,128.00
Vehicle Charge	29	day	\$50.00	\$1,450.00
Concrete Test Cylinders (ASTM C39)	152	each	\$16.00	\$2,432.00
Sample Pick-up	24	trip	\$120.00	\$2,880.00
			Sub-total	\$16,350.00
PROJECT MANAGEMENT AND ADMINISTRATION				
Project Manager, per hour	17	hour	\$125.00	\$2,125.00
			Sub-total	\$2,125.00

Estimated Project Total	\$40,000
--------------------------------	-----------------

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 Package B Miscellaneous Renovations project ("Project"), as described in Consultant's Proposal dated 02/12/2020 ("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: Mark D Wells Date: **2/12/2020**
Name/Title: **Mark D Wells / Senior Project Materials Engineer**
Address: **11555 Clay Rd, Ste 100 Houston, TX 77043-1238**
Phone: **(713) 690-8986** Fax: **(713) 690-8787**
Email: **Mark.Wells@terracon.com**

Client: **Lamar Consolidated ISD**
By: _____ Date: _____
Name/Title: **J. Kevin McKeever /**
Address: **3911 Avenue I Rosenberg, TX 77471-3901**
Phone: **(281) 341-3122** Fax: _____
Email: **mckeever@lclsd.org**

**CONSIDER APPROVAL OF CHANGE ORDER #1 AND FINAL PAYMENT
FOR THE SYNTHETIC TURF AND TRACK AT CAMPBELL
AND DICKINSON ELEMENTARY SCHOOLS**

RECOMMENDATION:

That the Board of Trustees approve the deductive change order #1 in the amount of \$20,038 and final payment of \$99,500.58 to Hayden Paving, Inc. for the synthetic turf and track at Campbell and Dickinson Elementary schools and authorize the Board President to sign the change order.

IMPACT/RATIONALE:

Hayden Paving, Inc. was the contractor for the construction of the synthetic turf and track at Campbell and Dickinson Elementary schools. Substantial completion was achieved on October 22, 2018. Funding is from the donation from Fort Bend County MUD #106, #108, #109, and #117.

PROGRAM DESCRIPTION:

Upon approval, the Board President will sign the change order and Hayden Paving, Inc. will be paid 100 percent for the synthetic turf and track at Campbell and Dickinson Elementary schools.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

AIA[®] Document G701[™] – 2017

Change Order

PROJECT: <i>(Name and address)</i> Campbell ES and Dickinson ES Track and Synthetic Turf Fields	CONTRACT INFORMATION: Contract For: General Consturction Project No. 17192SP Date: August 17, 2017	CHANGE ORDER INFORMATION: Change Order Number: 1 Date: September 10, 2019
OWNER: <i>(Name and address)</i> Lamar Consolidated ISD 3911 Avenue I Rosenberg, Texas 77471	ARCHITECT: <i>(Name and address)</i> PBK Architects, Inc. 11 Greenway Plaza, 22 nd Floor Houston, Texas 77046	CONTRACTOR: <i>(Name and address)</i> Hayden Paving, Inc. 4710 Windsong Trail Drive Houston, Texas 77084

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.)

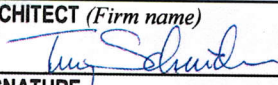
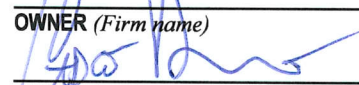
Deductive Change Order to re-allocate funds from the Contingency Allowance back to the Owner in the amount of: \$20,038.00

The original Contract Sum was	\$ 2,577,380.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 2,577,380.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 20,038.00
The new Contract Sum including this Change Order will be	\$ 2,557,342.00

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

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

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

PBK Architects, Inc.	Lamar Consolidated Independent School District	Hayden Paving, Inc.
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
		
SIGNATURE	SIGNATURE	SIGNATURE
Trey Schneider, Partner		CHAD DAVIS COO
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
		10/9/19
DATE	DATE	DATE

AIA Document G702 - 1992

Application and Certificate for Payment

INVOICE # 4591 RETAINAGE

TO OWNER

PBK Architects Inc.
11 Greenway Plz 22nd Fl
Houston TX 77046

FROM CONTRACTOR

HAYDEN PAVING, INC.
4710 Windsong Trail Dr
Houston, TX 77084

PROJECT:

Lamar CUSD
Campbell ES & Dickinson ES

VIA ARCHITECT:

APPLICATION NO: 9
APPLICATION DATE: 12/19/2019
P.O. NO: 27-2017PBK
17192SP
PERIOD TO: 3/31/2018
CONTRACT DATE:

Distribution to
 OWNER
 CONSTRUCTION MANAGER
 ARCHITECT
 CONTRACTOR
 FIELD

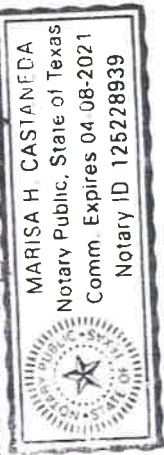
CONTRACTOR'S APPLICATION FOR PAYMENT

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

- 1 ORIGINAL CONTRACT SUM \$ 2,577,380.00 ✓
- 2 NET CHANGE BY CHANGE ORDERS \$ (20,038.00) ✓
- 3 CONTRACT SUM TO DATE (Line 1 + 2) \$ 2,557,342.00 ✓
- 4 TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet) \$ 2,557,342.00 ✓

- 5 RETAINAGE \$
- a % of Completed Work (Column D + E on Continuation Sheet) \$
- b % of Stored Material (Column F on Continuation Sheet) \$
- Total Retainage (Lines 5a + 5b or Total in Column I of Continuation Sheet) \$
- 6 TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 2,557,342.00 ✓
- 7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 2,457,841.42 ✓
- 8 CURRENT PAYMENT DUE \$ 99,500.58 ✓
- 9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$

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



CONTRACTOR Hayden Paving, Inc

By: WRH Date: 12/19/19
 State of Texas County of Harris
 Subscribed and sworn to before me this 19th day of December, 2019
 Notary Public Marisa H Castaneda
 My Commission expires 04/08/2021

OWNER'S/ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 99,500.58 ✓

I attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed as compared with the amount certified.

By: [Signature] Date: 3/3/2020
 OWNER By: _____ Date: _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$ -	\$ -
Total approved this Month	\$ -	\$ 20,038.00
TOTALS	\$ -	\$ 20,038.00
NET CHANGES by Change Order	\$ -	\$ (20,038.00) ✓

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

**CONSIDER APPROVAL OF ADDITION
TO THE 2019-2020 COMPENSATION PLAN**

RECOMMENDATION:

That the Board of Trustees approve an addition to 2019-2020 compensation plan in the form of a \$2000 stipend for the Powell Point Program staff members.

IMPACT/RATIONALE:

In order to address space utilization issues at the Centralized Intensive Behavior Class (CIBC) at the Alternative Learning Center (ALC) and to meet the needs of the Special Education students, the District will begin using the Powell Point facility in Kendleton. The Powell Point Program is designed to facilitate educational and behavioral success for Lamar CISD students.

PROGRAM DESCRIPTION:

The students accessing the program are those who have difficulty maintaining appropriate behaviors on a regular campus and require more intensive interventions. Due to the nature and severity of the students' disabilities, there will be more demands placed on professional staff for training and utilizing de-escalation techniques, social skills training and Special Education compliance issues.

In order to compensate staff for the additional responsibilities, all professional staff members serving the Powell Point Program on a full time basis will receive a \$2000 stipend for the remainder of the 2019-2020 school year.

Action submitted by: Dr. Kathleen M. Bowen, Chief Human Resources Officer
Dr. Terri Mossige, Chief Academic Officer
Tiffany Mathis, Executive Director of Special Education
Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF NETWORK HARDWARE
FOR GEORGE RANCH HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the purchase of network switches, wireless access points and related components in the amount of \$339,771 from Red River Technology LLC.

IMPACT/RATIONALE:

Demand for wireless network connectivity has grown drastically throughout the District. The District has developed new standards to meet the wireless needs of the students and staff. The demand is especially high at George Ranch High School due to the number of students. Because of this, George Ranch High School will be the first to receive new hardware to meet the new standards. Red River Technology LLC will replace these switches and components for \$308,883.00 plus a 10% contingency of \$30,888 for a total of \$339,771.

PROGRAM DESCRIPTION:

Requests for Proposals (RFP) were posted in accordance with the FCC E-Rate program so that the district could apply for cost reductions. A bid evaluation was done, and Red River submitted the winning bid. Funds that were refunded to the district through the federal E-Rate program from 2014 technology bond expenditures will be used to fund this project.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Bid Evaluation Template

RFP Close Date: 2/20/2020

Service description: Network Switches & Related Components

Funding Year: 2020-2021

School Name: Lamar CISD

NOTE: When evaluating cost from Vendor proposals, be sure you are evaluating eligible amounts only. This criteria factor (eligible cost) should also be the most heavily weighted factor. If you include total cost, it should be a separate criteria factor with less point value.

Factor(s)	Points Available	<i>HL Solutions Int Corp</i>	<i>Red River Technology, LLC</i>	<i>Dexon Computer, Inc.</i>	<i>Lark Networking, LLC</i>
<i>SPIN</i>		143051240	143037489	143032698	143036436
<i>Date Received</i>		1/17/2020	2/19/2020	1/20/2020	2/14/2020
Price of Eligible service/product	30	22	30	0	20
Reputation of or past experience with vendor and vendor's service/product	25	0	25	5	0
Quality of vendor's service/product	25	13	25	10	12
Service/product meets school needs	10	7	10	7	7
Total cost of ownership	10	8	10	3	7
Total Points	100	50	100	25	46

Winning Bidder:	Red River Technology, LLC
Date of evaluation:	2/27/2020

Bid Evaluation Template

RFP Close Date: 2/20/2020

Service description: WAPs & Related Components

Funding Year: 2020-2021

School Name: Lamar CISD

NOTE: When evaluating cost from Vendor proposals, be sure you are evaluating eligible amounts only. This criteria factor (eligible cost) should also be the most heavily weighted factor. If you include total cost, it should be a separate criteria factor with less point value.

Factor(s)	Points Available	<i>HL Solutions Int Corp</i>	<i>Red River Technology, LLC</i>		
<i>SPIN</i>		143051240	143037489		
<i>Date Received</i>		1/17/2020	2/19/2020		
Price of Eligible service/product	30	20	30		
Reputation of or past experience with vendor and vendor's service/product	25	0	25		
Quality of vendor's service/product	25	7	25		
Service/product meets school needs	10	7	10		
Total cost of ownership	10	4	10		
Total Points	100	38	100		

Winning Bidder:	Red River Technology, LLC
Date of evaluation:	2/27/2020

**George Ranch High School
8181 FM 762 RD
Richmond, TX 77469**

Quantity	Part Number	Description	Unit Price	Extended Price
165	MR55-HW	Meraki MR55 Cloud Managed Indoor AP	\$833.00	\$137,445.00
165	LIC-ENT-5YR	Meraki MR Enterprise License, 5YR	\$203.00	\$33,495.00
11	C9300-48UN-EDU	Catalyst 9300 48-port 5Gbps, K12	\$5,625.00	\$61,875.00
11	C9300-NW-A-48	C9300 Network Advantage, 48-port license	\$0.00	\$0.00
11	S9300UK9-169	UNIVERSAL	\$0.00	\$0.00
11	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	\$0.00	\$0.00
11	C9300-SPS-NONE	No Secondary Power Supply Selected	\$0.00	\$0.00
11	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00
11	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$45.00	\$495.00
11	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	\$43.00	\$473.00
11	PWR-C1-BLANK	Config 1 Power Supply Blank	\$0.00	\$0.00
11	C9300-DNA-A-48	C9300 DNA Advantage, 48-Port Term Licenses	\$0.00	\$0.00
11	C9300-DNA-A-48-5Y	C9300 DNA Advantage, 48-Port, 5 Year Term License	\$2,826.00	\$31,086.00
11	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$0.00	\$0.00
11	PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	\$0.00	\$0.00
11	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00
11	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$1,148.00	\$12,628.00
1	C9300-24UX-EDU	Catalyst 9300 24-port mGig and UPOE, K12	\$5,841.00	\$5,841.00
1	C9300-NW-A-24	C9300 Network Advantage, 24-port license	\$0.00	\$0.00
1	S9300UK9-169	UNIVERSAL	\$0.00	\$0.00
1	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	\$0.00	\$0.00
1	C9300-SPS-NONE	No Secondary Power Supply Selected	\$0.00	\$0.00
1	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	\$0.00
1	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$45.00	\$45.00
1	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	\$43.00	\$43.00
1	PWR-C1-BLANK	Config 1 Power Supply Blank	\$0.00	\$0.00
1	C9300-DNA-A-24	C9300 DNA Advantage, 24-port Term Licenses	\$0.00	\$0.00
1	C9300-DNA-A-24-5Y	C9300 DNA Advantage, 24-Port, 5 Year Term License	\$1,508.00	\$1,508.00
1	PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$0.00	\$0.00
1	PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	\$0.00	\$0.00
1	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	\$0.00
1	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$1,148.00	\$1,148.00
24	SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class	\$328.00	\$7,872.00
		Total - Product		\$293,954.00
		Installation & Configuration Services		
		Planning, Configuration, Installation & Documentation		\$14,929.00
		Total - Product & Install		\$308,883.00

**CONSIDER APPROVAL OF NETWORK HARDWARE
FOR MULTIPLE CAMPUSES**

RECOMMENDATION:

That the Board of Trustees approve the purchase of network switches, related components and installation in the amount of \$656,535 from Red River Technology LLC.

IMPACT/RATIONALE:

The District has approximately 800 network access switches that connect and power devices such as computers, printers, telephones and wireless access points. Many of these switches are six to eight years old and failing and need to be replaced. Highlighted items on the quote are not included in this Network Hardware agenda item. Red River Technology LLC will replace these switches and components for \$596,850.00 plus a 10% contingency of \$59,685 for a total of \$656,535.

PROGRAM DESCRIPTION:

Requests for Proposals (RFP) were posted in accordance with the FCC E-Rate program so that the district could apply for cost reductions. A bid evaluation was done, and Red River submitted the winning bid. Funds that were refunded to the District through the federal E-Rate program from 2014 technology bond expenditures will be used to fund this project.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Bid Evaluation Template

RFP Close Date: 2/3/2020

Service description: Switches & Related Components

Funding Year: 2020-2021

School Name: Lamar CISD

NOTE: When evaluating cost from Vendor proposals, be sure you are evaluating eligible amounts only. This criteria factor (eligible cost) should also be the most heavily weighted factor. If you include total cost, it should be a separate criteria factor with less point value.

Factor(s)	Points Available	Red River Technology, LLC	RockIT Consulting	Dexon Computer, Inc.	
<i>SPIN</i>		143037489	143037499	143032698	
<i>Date Received</i>		2/1/2020	1/31/2020	1/15/2020	
Price of Eligible service/product	30	30	26	3	
Reputation of or past experience with vendor and vendor's service/product	25	25	25	5	
Quality of vendor's service/product	25	25	25	12	
Service/product meets school needs	10	10	10	8	
Total cost of ownership	10	10	8	3	
Total Points	100	100	94	31	

Winning Bidder:	Red River Technology, LLC
Date of evaluation:	2/27/2020



**Category 1 & 2 Network+ Pricing Sheet
Request for Proposal/Quotation(s)
for FY 2020 E-Rate Funding Year
Lamar Consolidated ISD
RFP Number 200004342**

Highlighted items below are not included in this Network Hardware agenda item.

Company Name:	Red River Technology
Company Address:	2021 E. 5th St. Suite 110
Company City, State, Zip Code:	Austin, TX 78702
Primary Contact Name:	Chad Stewart
Primary Contact Title:	Account Executive
Primary Contact Telephone No:	512-635-9608
Contract Numbers	DIR-TSO-4167, SPIN 143037489

Category 1	Product	Install Services	Campus Total	
	Randle High School	\$21,458.00	\$520.00	\$21,978.00
	Wright Junior High	\$16,849.00	\$520.00	\$17,369.00
	Category 1 Totals	\$38,307.00	\$1,040.00	\$39,347.00

Category 2	Product	Install Services	Campus Total	
	Randle High School	\$751,590.00	\$23,835.00	\$775,425.00
	Alternative Learning Center	\$25,984.00	\$962.00	\$26,946.00
	Austin Elementary	\$32,732.00	\$1,066.00	\$33,798.00
	Bowie Elementary	\$18,088.00	\$868.00	\$18,956.00
	Briscoe Junior High	\$9,044.00	\$727.00	\$9,771.00
	Thomas Elementary	\$58,716.00	\$1,659.00	\$60,375.00
	Frost Elementary	\$9,044.00	\$727.00	\$9,771.00
	George Ranch Junior High	\$16,940.00	\$868.00	\$17,808.00
	Wright Junior High	\$444,765.00	\$15,483.00	\$460,248.00
	Huggins Elementary	\$9,044.00	\$727.00	\$9,771.00
	Jackson Elementary	\$9,044.00	\$727.00	\$9,771.00
	Adolphus Elementary	\$82,404.00	\$2,384.00	\$84,788.00
	Long Elementary	\$18,088.00	\$868.00	\$18,956.00
	Hubenak Elementary	\$58,716.00	\$1,815.00	\$60,531.00
	Seguin Elementary	\$24,836.00	\$1,050.00	\$25,886.00
	Juvenile Detention Center	\$9,044.00	\$727.00	\$9,771.00
	Lamar Junior High	\$9,044.00	\$727.00	\$9,771.00
	McNeil Elementary	\$65,464.00	\$1,904.00	\$67,368.00
	Pink Elementary	\$9,044.00	\$727.00	\$9,771.00
	Terry High School	\$9,044.00	\$727.00	\$9,771.00
	Travis Elementary	\$9,044.00	\$727.00	\$9,771.00
	Wertheimer Middle School	\$81,256.00	\$2,472.00	\$83,728.00
	Development Center	\$9,044.00	\$727.00	\$9,771.00

Category 2 Totals	Product	Install Services	Campus Totals
	\$1,770,019.00	\$62,504.00	\$1,832,523.00

Grand Total - Category 1 & 2	Product	\$1,808,326.00	
Grand Total - Category 1 & 2	Install Services	\$63,544.00	
Grand Total - Category 1 & 2	Product & Install Services	\$1,871,870.00	

Highlighted items above are not included in this Network Hardware agenda item.

Quote Total	\$1,871,870.00
Minus Excluded Line Item	\$21,978.00
Minus Excluded Line Item	\$17,369.00
Minus Excluded Line Item	\$775,425.00
Minus Excluded Line Item	\$460,248.00
New Subtotal	\$596,850.00
Plus 10% Contingency	\$59,685.00
Grand Total	\$656,535.00

CONSIDER APPROVAL OF DISTRICTWIDE IPAD REFRESH

RECOMMENDATION:

That the Board of Trustees approve Apple Inc. to provide hardware, software and services not to exceed \$197,000 and Apple and CDWG to provide iPad Cases not to exceed \$207,000 for the districtwide iPad refresh project.

IMPACT/RATIONALE:

The District has approximately 4,500 aging, end-of-life devices which no longer meet District requirements and will no longer be supported by Apple. The District purchased 4,000 iPads in December 2019 and plans to purchase up to 500 more. Additionally, Apple will provide at no additional cost project management support and on-site engineering support during the deployment phase of the iPad refresh.

Current generation devices require different protective cases than the models being replaced. Apple and CDWG will provide up to 4,500 cases based on individual iPad users' needs and choices. No individual case will exceed \$46.00.

PROGRAM DESCRIPTION:

Apple offers iPads through a DIR contract. Cases will be purchased using approved procurement methods. 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

Recommended for approval:



Dr. Thomas Randle
Superintendent

INFORMATION ITEM: SEMESTER 1 CANVAS USAGE UPDATE

The Canvas Learning Management System is an online tool available to all teachers in Lamar CISD. Canvas allows for the curation and creation of online learning activities such as instructional videos, quizzes, assignments, class notes, and more. Canvas also allows teachers to post calendar events, announcements, and general information on a course homepage. Canvas is available for all students, teachers, and guardians in Lamar CISD.

Below is Canvas usage data for semester 1 of the 2018-2019 school year compared with semester 1 of the 2019-2020 school year. The data shows how many unique logins were recorded for a campus. For a login to be recorded, the following characteristics must be true for the campus course:

1. The course must be published
2. The course must have 1 active teacher login for that month
3. The course must have 3 active student logins for that month

For campuses with low usage, it is possible teachers are updating materials in Canvas, but not actively using it with students.

Resource Persons: Dr. Terri Mossige, Chief Academic Officer
Katie Marchena, Executive Director of Teaching & Learning
Dr. Chad Jones, Director of Digital Learning

Guardian Unique Logins

Campus	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec
Adolphus EL	0	41	26	18	23	21	189	208	131	104
Arrendondo ES	0	28	21	11	12	2	26	35	36	45
Beasley EL	0	0	6	0	0	0	3	11	6	5
Bentley EL	4	40	23	13	10	64	288	242	239	218
Bess Campbell EL	2	94	78	47	38	8	140	123	96	74
BF Terry HS	10	87	61	37	24	39	120	136	95	70
Bowie EL	0	5	5	3	2	0	8	25	13	10
Briscoe JH	30	168	149	110	84	59	231	250	213	189
Carter EL	10	173	184	169	164	27	260	260	227	209
Cora Thomas EL	0	9	6	4	1	0	0	7	4	4
Culver EL	0	0	0	0	0	3	16	18	12	9
Foster HS	26	173	143	91	83	116	272	253	208	203
Frost EL	2	28	14	5	3	0	49	113	163	184
Fulshear HS	33	165	144	101	78	71	264	261	183	161
George JH	6	71	48	37	22	15	81	92	53	63
George Ranch HS	65	346	256	159	145	130	396	364	244	201
H F McNeill EL	0	101	91	67	53	20	92	135	114	97
Henry Wertheimer Middle	25	153	125	90	71	35	182	207	192	160
Huggins EL	8	92	38	22	13	37	216	199	156	154
Irma Dru Hutchison EL	0	1	3	5	6	0	25	38	28	32
Jackson EL	0	4	2	2	3	0	6	3	1	1
Jane Long EL	0	1	6	6	3	1	21	34	28	15
JJ Wessendorff Middle	0	21	36	23	22	7	63	50	41	47
Joe Hubenak EL	14	79	28	20	15	9	169	271	330	273
Kathleen Lindsey EL	5	169	130	95	79	68	187	207	174	182
Lamar Cons HS	15	94	102	79	64	45	113	104	81	69
Lamar JH	8	47	44	29	26	8	69	96	58	63
Leaman JH	92	344	254	182	148	118	306	278	228	208
Manford Williams EL	7	91	72	49	42	12	113	146	132	128
Meyer EL	1	21	11	8	7	1	11	16	11	10
Navarro Middle	2	33	29	20	20	10	69	91	58	58
Polly Ryon Middle	10	320	279	207	142	102	263	254	190	166
Reading JH	48	286	234	169	145	102	376	322	269	246
Roberts Middle	0	0	0	0	0	79	208	184	172	140
Smith EL	3	21	14	7	7	0	12	16	4	6
Stephen F Austin EL	0	9	9	3	0	0	0	2	2	0
Susanna Dickinson EL	4	76	49	31	19	0	51	48	26	27
Taylor Ray EL	0	20	20	13	5	14	36	29	16	22
TL Pink EL	0	0	0	2	0	0	0	0	0	0
Travis EL	2	20	4	4	6	2	18	36	17	17
William Velasquez EL	1	72	80	52	52	32	116	111	90	78
TOTAL	433	3503	2824	1990	1637	1257	5065	5275	4341	3948
Year to Year % Change	-	-	-	-	-	190%	45%	87%	118%	141%

Teacher Unique Logins

Campus	USER	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec
Adolphus EL	Teacher	1	8	7	6	4	2	16	15	14	14
Arrendondo ES	Teacher	0	3	5	4	4	1	7	11	13	14
Beasley EL	Teacher	0	0	2	2	0	0	1	3	3	3
Bentley EL	Teacher	5	6	6	7	6	8	16	18	20	20
Bess Campbell EL	Teacher	11	15	16	15	11	10	21	20	18	18
BF Terry HS	Teacher	55	87	91	83	83	61	105	103	106	102
Bowie EL	Teacher	2	2	9	4	4	1	6	8	5	5
Briscoe JH	Teacher	19	40	37	38	37	25	46	48	49	47
Carter EL	Teacher	8	23	24	24	23	6	27	27	28	28
Cora Thomas EL	Teacher	0	3	4	3	1	0	1	2	2	0
Culver EL	Teacher	0	0	0	0	0	1	7	10	12	11
Foster HS	Teacher	62	85	86	81	78	73	86	83	87	90
Frost EL	Teacher	1	1	1	0	0	0	7	8	8	9
Fulshear HS	Teacher	43	55	59	61	59	54	68	71	73	71
George JH	Teacher	29	40	42	41	40	8	47	45	43	46
George Ranch HS	Teacher	95	102	106	108	100	112	129	130	134	131
H F McNeill EL	Teacher	2	14	14	14	12	6	20	20	18	16
Henry Wertheimer Middle	Teacher	17	26	24	25	21	17	34	34	32	34
Huggins EL	Teacher	6	7	4	6	5	15	21	21	21	21
Irma Dru Hutchison EL	Teacher	2	3	1	3	3	0	3	5	5	3
Jackson EL	Teacher	0	1	1	3	2	0	1	1	1	1
Jane Long EL	Teacher	3	5	10	8	7	3	11	13	10	11
JJ Wessendorff Middle	Teacher	0	7	13	17	19	10	19	19	19	19
Joe Hubenak EL	Teacher	6	9	9	8	4	8	32	31	32	30
Kathleen Lindsey EL	Teacher	4	14	14	14	14	14	18	18	18	19
Lamar Cons HS	Teacher	41	75	79	76	75	55	68	77	67	68
Lamar JH	Teacher	13	33	42	43	41	21	39	43	44	42
Leaman JH	Teacher	44	56	57	60	57	36	47	52	52	49
Manford Williams EL	Teacher	11	15	15	11	12	6	19	21	18	21
Meyer EL	Teacher	2	4	5	4	4	2	5	9	6	9
Navarro Middle	Teacher	3	13	20	19	21	6	22	23	21	24
Polly Ryon Middle	Teacher	17	35	35	32	31	28	35	36	37	40
Reading JH	Teacher	35	60	64	66	63	43	68	69	68	69
Roberts Middle	Teacher	0	0	0	0	0	16	23	24	25	22
Smith EL	Teacher	8	10	10	6	8	2	5	4	5	4
Stephen F Austin EL	Teacher	1	2	2	2	2	0	0	1	1	0
Susanna Dickinson EL	Teacher	1	6	6	5	4	0	7	6	7	9
Taylor Ray EL	Teacher	3	5	5	5	5	3	8	8	8	8
TL Pink EL	Teacher	0	0	0	1	1	0	0	0	0	0
Travis EL	Teacher	4	3	5	6	5	1	6	4	6	5
William Velasquez EL	Teacher	7	13	13	13	8	7	11	11	11	11
TOTAL	Teacher	561	886	943	924	874	661	1112	1152	1147	1144
Year to Year % Change	Teacher	N/A	N/A	N/A	N/A	N/A	18%	26%	22%	24%	31%

Student Unique Logins

Campus	18-Aug	18-Sep	18-Oct	18-Nov	18-Dec	19-Aug	19-Sep	19-Oct	19-Nov	19-Dec
Adolphus EL	1	44	50	112	106	2	189	182	159	156
Arrendondo ES	0	0	6	76	42	42	76	149	193	165
Beasley EL	0	0	74	36	0	0	0	60	71	36
Bentley EL	3	12	19	95	16	6	60	117	117	86
Bess Campbell EL	23	212	216	203	199	22	235	248	237	227
BF Terry HS	1,257	1,882	1,774	1,682	1,618	1,463	1,985	2,122	2,038	1,944
Bowie EL	0	3	149	75	49	1	63	125	123	106
Briscoe JH	509	855	867	869	839	478	942	954	968	973
Carter EL	6	65	182	181	175	116	292	284	225	224
Cora Thomas EL	0	2	6	5	4	0	0	8	9	9
Culver EL	0	0	0	0	0	0	42	89	104	110
Foster HS	1,433	1,781	1,789	1,780	1,775	1,550	1,865	1,879	1,858	1,864
Frost EL	0	1	2	1	2	0	7	45	22	16
Fulshear HS	937	1,120	1,116	1,106	1,120	1,154	1,425	1,442	1,438	1,422
George JH	644	837	934	945	844	486	725	848	937	973
George Ranch HS	2,311	2,516	2,549	2,525	2,562	2,399	2,662	2,671	2,663	2,652
H F McNeill EL	1	199	207	177	166	12	135	189	151	151
Henry Wertheimer Middle	341	532	496	496	496	194	519	524	526	530
Huggins EL	1	50	14	10	14	2	112	122	143	107
Irma Dru Hutchison EL	0	0	0	37	45	0	14	30	23	54
Jackson EL	0	11	20	79	29	0	14	8	2	5
Jane Long EL	40	81	147	172	153	73	90	177	167	127
JJ Wessendorff Middle	0	214	399	306	263	31	324	306	287	354
Joe Hubenak EL	0	114	161	168	121	1	195	252	371	313
Kathleen Lindsey EL	0	60	113	92	112	4	59	105	120	137
Lamar Cons HS	910	1,532	1,569	1,540	1,543	1,074	1,595	1,693	1,686	1,632
Lamar JH	627	787	793	792	794	241	890	903	899	909
Leaman JH	553	1,136	1,184	1,176	1,165	555	869	876	885	888
Manford Williams EL	40	97	107	113	114	2	73	123	98	122
Meyer EL	21	32	2	49	120	0	73	124	82	109
Navarro Middle	61	503	516	500	506	10	538	545	541	546
Polly Ryon Middle	26	646	648	650	648	344	658	663	666	669
Reading JH	798	1,304	1,303	1,312	1,316	869	1,418	1,433	1,446	1,445
Roberts Middle	0	0	0	0	0	60	428	384	419	439
Smith EL	102	105	108	107	146	0	49	81	105	51
Stephen F Austin EL	0	36	37	39	14	0	0	2	2	0
Susanna Dickinson EL	0	17	27	27	18	0	38	65	45	93
Taylor Ray EL	63	108	166	96	110	63	121	121	103	105
TL Pink EL	0	0	0	50	3	0	0	0	0	0
Travis EL	1	0	19	63	101	0	117	82	108	81
William Velasquez EL	75	99	110	125	117	2	131	154	84	134
TOTAL	10784	16993	17879	17867	17465	11256	19028	20185	20121	19964
Year to Year % Change	-	-	-	-	-	4%	12%	13%	13%	14%

**INFORMATION ITEM: 2019 – 2020 SCHOOL HEALTH ADVISORY COUNCIL
SPRING UPDATE**

The School Health Advisory Council (SHAC) is a school board appointed advisory group of individuals who represent different segments of the community. The Lamar CISD SHAC is comprised of students, parents, community members, and staff working together to improve the health of all students and families through a coordinated school health program.

The 2019 – 2020 SHAC has conducted meetings in November 2019 and February 2020.

Items discussed include:

- Developing a vetting process for wellness programs being marketed to our school communities.
- Updating the LCISD Wellness Plan for the 2020 – 2021 school year.
- Continuing the LCISD SHAC Wellness W.A.T.C.H. (Water, Activity, Tobacco/Substance Abuse, Calories, and Healthy Habits) Healthy Campus Award program.
- SHAC Executive Committee Nominations will be taken at the April 14th meeting for the 2020 – 2021 school year.

The Spring SHAC Meeting is April 14, 2020 in the LCISD Board Room from 8:30 – 10:00 a.m.

Resource Persons: Dr. Terri Mossige, Chief Academic Officer
Dr. Jon Maxwell, Executive Director of Student Programs
Dr. Andree Osagie, Asst. Superintendent of Secondary Schools
Nikki Nelson, Director of Athletics

MEMORANDUM

School Health Advisory Council

TO: Thomas Randle
Superintendent of Schools

FROM: Nikki Nelson
Athletic Director

Hope Frohbieter
Chairperson – School Health Advisory Council executive committee

Brenda Thompson
Vice Chair - School Health Advisory Council executive committee

Laura Saavedra
Secretary –School Health Advisory Council executive committee

DATE: March 2, 2020

RE: **SHAC Spring Update**

The School Health Advisory Committee (SHAC) is an advisory group mandated by legal and local policies (*EHAA, EHAC*). In its capacity, the SHAC makes recommendations regarding initiatives related to health education and instruction. The SHAC has met twice since the last update, November 12, 2019 and February 11, 2020.

Meeting Review

In November, the SHAC heard a very informative presentation from the Fort Bend Community Prevention Coalition entitled “Hidden in Plain Sight”. This interactive display and presentation were intended to educate parents and educators on some of the telltale signs that they can look for, which could indicate drug use or drug possession in children and teens. The SHAC membership was able to see some of the innovative devices being sold to conceal drug paraphernalia, as well as ask questions regarding the items on display.

In February, Kevin Mechenbier of EVERFI Digital Programs gave a presentation on the digital learning platforms and community engagement mechanisms that EVERFI has made available to organizations such as SHACs nationwide.

Ongoing Business

The LCISD SHAC Wellness Awards will continue in 2020 and will be awarded in Fall 2020. We have more schools applying than we did in 2019 and hopefully, that will not only increase our number of award

winner but also shows an increased commitment to student wellness initiatives being taken by our campuses.

Another project the SHAC has been working on is developing a vetting process for programs which are being made available by various community and educational partners. This process will include developing standards and review criteria for use prior to putting the LCISD SHAC stamp of approval on a program before recommending it for use to our teachers, students, and families.

The final goal for this year's SHAC, is to develop an updated wellness plan which will work in conjunction with our Board approved wellness policy (*FFA Local*). To date, the policy has been audited and a plan is being developed by our sub-committees focused on child nutrition, community relations, professional development, physical education, and community wellness. A draft of the plan will be presented at the general meeting in April for approval. It will then be presented to the Board in May.

The final regular SHAC meeting for the 2019 – 2020 school year is slated for April 14, 2020 8:30 a.m. – 10:00 a.m. in the LCISD Board Room.

INFORMATION ITEM: NAVIANCE FOR NON-DISTRICT STUDENTS

Naviance is a comprehensive college, career, and life readiness solution that helps districts and schools align student strengths and interests to postsecondary goals, improving student outcomes, and connecting learning to life. Lamar CISD purchased Naviance to help students explore their interests and strengths and develop a course of study that matches long-term goals with an actionable plan.

The contract for Naviance is based on per student licenses for the District. The addition of accounts for students from outside of the district would come with additional costs. With the additional costs, the District must review the use of these funds to ascertain if it would be considered a gift of public funds.

The Texas Constitution prohibits the gift of public funds to any individual, thus Lamar CISD must examine the use of funds against a three-part test to determine whether a payment violates Article III, Section 52 of the Texas Constitution:

1. The purpose of the payment is to accomplish a public purpose, not benefit a private party;
2. The entity must retain public control over the funds to ensure the public purpose is accomplished and the public's investment is protected; and
3. The entity must ensure that it receives a return benefit.

The District would not be able to purchase Naviance for students not enrolled in Lamar CISD, as this would violate all three parts of the test above.

Resource Persons: Dr. Terri Mossige, Chief Academic Officer
Dr. Jon Maxwell, Executive Director of Student Programs
Lindsey Troutman, Director of College and Career Readiness

INFORMATION ITEM: SPECIAL EDUCATION UPDATE

Follow-up to the Board's questions regarding the location and future plans for the Centralized Intensive Behavior Classrooms (CIBC). The presentation will include the following:

- Growth of the current program
- Location(s) for the program
- Plans for the remainder of the 2019-20 school year

Resource Persons: Dr. Terri Mossige, Chief Academic Officer
Tiffany Mathis, Executive Director of Special Education
Keonta Jackson, Director of Special Education

**INFORMATION ITEM: FREEZING OF NEW INTRA-DISTRICT/INTER-DISTRICT
TRANSFER REQUESTS TO ADOLPHUS, ARREDONDO, AUSTIN, BENTLEY,
BOWIE, FROST, HUBENAK, HUGGINS, HUTCHISON, LONG, MCNEILL, RAY AND
TRAVIS ELEMENTARY SCHOOLS**

A freeze has been placed for new intra-district/inter-district transfer requests at the following schools for the 2020-2021 school year: Adolphus, Arredondo, Austin, Bentley, Bowie, Frost, Hubenak, Huggins, Hutchinson, Long, McNeill, Ray, and Travis Elementary Schools. It is noted that the freeze on the intra-district/inter-district transfers would not include the following:

- If the elementary level enrollment exceeds the 22-1 average capacity at individual grade levels that would require the hiring of additional staff. Principals would examine the number of transfer students. The transfer may have to be rescinded. In these cases, the parents would be notified.
- A residence change to another Lamar CISD school attendance zone after the beginning of the semester (generally 7 weeks or greater). In this case the student may remain at his/her current campus until the end of the current semester. Proof of current address will be required to confirm the student's new address is within the District's boundaries.
- A pending residence change to another Lamar CISD school attendance zone because of the pending purchase or lease of a new home at the beginning of a semester (generally 6 weeks or less). In this case, the student may transfer to the campus of his/her new attendance zone. Documentation indicating an earnest contract, lender approval, closing documents, and/or a signed lease is required as proof of residence.
- Full-time Lamar CISD employees that are residents of the District may transfer their student to another campus within the District. Transfers that are granted to resident full-time employees must be renewed annually. If the employee terminates employment with the District, the student will return to the campus for which he/she is zoned at the end of the semester in which employment ends.

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

**INFORMATION ITEM: FREEZING OF NEW INTRA-DISTRICT AND INTER-DISTRICT
TRANSFER REQUESTS TO POLLY RYON MIDDLE SCHOOL, READING JUNIOR
HIGH, AND GEORGE RANCH HIGH SCHOOL**

A freeze has been placed for new intra-district and inter-district transfer requests at the following schools for the 2020-2021 school year: Polly Ryon Middle School, Reading Junior High, and George Ranch High School. It is noted that the freeze on the intra-district/inter-district transfers would not include:

- A residence change to another high school attendance zone for a high school student who has completed six (6) or more semesters at his/her original high school campus. In this case, the student may remain with his/her class.
- A residence change to another Lamar CISD school attendance zone after the beginning of the semester (generally 7 weeks or greater). In this case the student may remain at his/her current campus until the end of the current semester. Proof of current address will be required to confirm the student's new address is within the District's boundaries.
- A pending residence change to another Lamar CISD school attendance zone because of the pending purchase or lease of a new home at the beginning of a semester (generally 6 weeks or less). In this case, the student may transfer to the campus of his/her new attendance zone. Documentation indicating an earnest contract, lender approval, closing documents, and/or a signed lease is required as proof of residence.
- Full-time Lamar CISD employees that are residents of the District may transfer their student to another campus within the District. Transfers that are granted to resident full-time employees must be renewed annually. If the employee terminates employment with the District, the student will return to the campus for which he/she is zoned at the end of the semester in which employment ends.

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

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF FEBRUARY 29, 2020)**

Due to timing, this information will be provided under separate cover.

Resource Person: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

Below is a list of invoices that have been approved for payment.

Bass Construction (Traylor Stadium Press Box)	Application # 2	\$ 111,817.85
Bass Construction (Traylor Stadium Press Box)	Application # 3	\$ 69,638.80
Drymalla Construction (Randle HS/Wright JHS Complex)	Application # 9	\$ 12,166,758.30
Drymalla Construction (Tamarron ES)	Application # 9	\$ 1,202,564.15
EMA (George Ranch HS - Natatorium)	Application # 3	\$ 850.00
Environmental Solutions, Inc. (Transportation Fuel Tanks)	Application # 1	\$ 730.00
Kaluza (Randle HS & Wright JHS Complex)	Application # 7	\$ 2,260.00
Millis Development & Construction (Foster HS Athletic Improvements)	Application # 7RET	\$ 45,711.10
Morris & Assoc. Engineers, Inc. (Transportation Fuel Tanks)	Application # 5	\$ 31,625.00
PBK Architects (Long Range Facilities Plan)	Application # 6	\$ 7,982.00
PBK Architects (Long Range Facilities Plan)	Application # 7	\$ 11,973.00
PBK Architects (Randle HS)	Application # 16	\$ 36,887.40
PBK Architects (Randle HS – Reimbursables)	Application # 6	\$ 5,779.51

PBK Architects (Randle HS – Reimbursables)	Application # 7	\$	22,035.12
PBK Architects (Traylor Stadium Press Box)	Application # 7R	\$	20,049.00
PBK Architects (Traylor Stadium Press Box – Reimbursables)	Application # 1	\$	700.00
PBK Architects (Traylor Stadium Turf/Track)	Application # 8	\$	431.79
PBK Architects (Traylor Stadium Turf/Track – Reimbursables)	Application # 2	\$	110.53
PBK Architects (Wright JHS)	Application # 16	\$	21,092.40
Rice & Gardner (2017 Bond Program)	Application # 12	\$	102,456.46
Terracon (Foster HS Multi-Purpose Room)	Application # 1	\$	3,400.00
Terracon (Fulshear HS Multi-Purpose Room)	Application # 1	\$	3,300.00
Terracon (Fulshear HS Turf)	Application # 4	\$	2,559.75
Terracon (George Ranch HS Multi-Purpose Room)	Application # 1	\$	3,300.00
Terracon (Jane Long Gym Renovation)	Application # 1	\$	2,950.00
Terracon (Morgan ES)	Application # 1	\$	5,100.00
Terracon (Randle HS/Wright JHS)	Application # 9	\$	36,840.52
Terracon (Randle HS/Wright JHS)	Application # 10	\$	23,158.63

Terracon (Traylor Stadium Press Box)	Application # 1	\$	1,025.00
Terracon (Traylor Stadium Press Box)	Application # 2	\$	915.25
Texas Department of State Health Services (Traylor Stadium Press Box)	Application # 1	\$	57.00

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

**10.B.#3a. – PLANNING
BOARD REPORT
MARCH 19, 2020**

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
Natorium - Foster High School	8,648,880.00	8,625,304.19	23,575.81	8,639,736.73	8,648,880.00
Natorium - Fulshear High School	8,832,167.00	8,694,984.00	137,183.00	8,570,125.36	8,832,167.00
Natorium - 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
Sub Total - Bond Sale 1	116,395,936.00	113,737,229.91	2,658,706.09	110,083,051.52	114,870,732.57
Bond Sale 2					
Thomas R. Culver, III Elementary School	24,959,404.00	24,620,624.21	338,779.79	21,409,011.33	24,959,404.00
Tamarron Elementary School	26,207,374.00	22,844,549.34	3,362,824.66	15,894,701.41	26,207,374.00
James W. Roberts Middle School	22,342,493.00	21,826,023.40	516,469.60	21,106,659.45	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	1,771,779.00	3,786,750.00
Sub Total - Bond Sale 2	81,145,098.00	71,404,285.95	9,740,812.05	61,836,214.68	81,145,098.00
Grand Total	197,541,034.00	185,141,515.86	12,399,518.14	171,919,266.20	196,015,830.57

* Budget increased at August 18, 2016 Board Meeting

Additional Projects	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Access Controls	800,000.00	604,933.00	195,067.00	603,446.85	800,000.00
Huggins Elementary School	700,000.00	656,442.48	43,557.52	648,178.55	654,162.00
Chiller Replacement	1,200,000.00	1,027,572.50	172,427.50	1,024,058.27	1,027,573.00
Site Lighting	1,600,000.00	1,383,710.00	216,290.00	1,358,980.59	1,600,000.00
Grand Total	4,300,000.00	3,672,657.98	627,342.02	3,634,664.26	4,081,735.00

PROGRAM OVERVIEW

Vanir | Rice & Gardner, A Joint Venture, is serving as the Program Manager for the 2014 Bond Program for Lamar CISD. In this role, we manage individual projects and coordinate with architects and contractors. We are the liaison between LCISD Administration, Departments, and Schools and coordinate all activities necessary to complete each project. We also provide program-wide oversight and look for efficiencies, cost reduction, and quality assurance opportunities.

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.
- Permanent Certificate of Occupancy was issued on 02/06/2020.

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.
- Pad Mount Transformer has been set. Permanent power scheduled for Installation February 2020.
- Brick installation is 85% complete.
- MEP rough-in is 75% complete.
- Ceiling grid installation is 35% complete.
- Sheetrock installation is 85% complete.

FUTURE PROJECTS

SATELLITE AG BARN #3

SCHEDULE MILESTONES:

- Current Phase: Program Development
- Construction Start: Pending Site Selection

OVERVIEW:

- Satellite Ag Barn #2 and #3 have been programmed together
- Project is on hold until a site has been identified

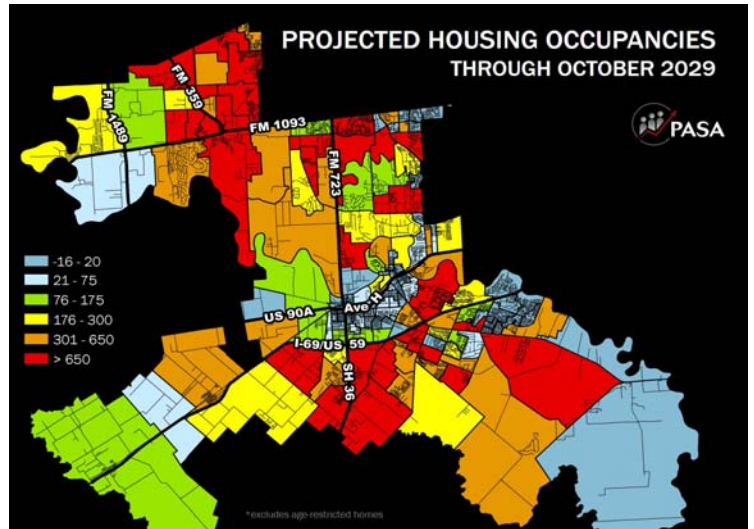
COMPLETED PROJECTS

Foster High School Baseball Scoreboard	Completed March 2016
Bentley Elementary School	Completed December 2016
Huggins Elementary School New Parent Drive	Completed May 2017
Lindsey Elementary School	Completed October 2017
Pink Elementary School Repairs	Completed November 2017
Chiller Replacement at six schools	Completed November 2017
Baseball Complex Renovations at Terry HS	Completed June 2018
Foster High School Natatorium	Completed August 2018
Fulshear High School Natatorium	Completed August 2018
George Ranch High School Natatorium	Completed August 2018
Carter Elementary School	Completed August 2018
Fulshear High School Shell Space	Completed August 2018
District-Wide Site Lighting	Completed February 2019
District- Wide Access Controls	Completed June 2019
Culver Elementary School	Completed June 2019
Roberts Middle School	Completed June 2019

**Monthly Report
March 2020**

**Facilities Assessment and
Long Range Plan**

Questionnaire process complete.
Campus site visits complete.
Information Item is on the March
Board Agenda.



**Dr. Thomas E. Randle High School &
Harry Wright Junior High School**

Site development, field turf, steel
erection, roofing, and framing are in
progress.
Schools are on schedule to open in
August 2021.



Traylor Stadium Press Box Replacement

Construction is underway.
Scheduled for completion in
August 2020.



Transportation Fuel Tank Replacement

Morris & Associates is the A/E Firm of Record.

Construction Documents are being developed.



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 scheduled for the April Board Agenda.



Terry HS & George JHS Additions & Renovations

VLK Architects is the Architect of Record.
Design Development is on the March Board Agenda.



Multi-Campus Carpet Replacement

Corgan is the Architect of Record.
Contractor recommendation is on the March Board Agenda.



Multi-Campus Improvements & HVAC Controls Upgrades

Corgan is the Architect of Record.
Contractor recommendation is on the March Board Agenda.



Multi-Purpose Space (HS) & Orchestra (MS) Additions

PBK is the Architect of Record.
Construction Documents are being developed



Brazos Crossing Exterior Improvement

VLK is the Architect of Record.

Design Development is in process.

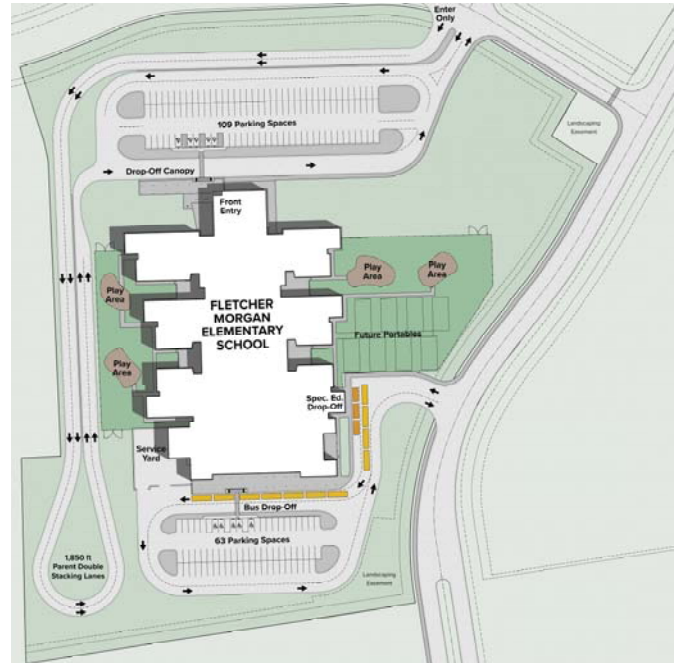


Fletcher Morgan, Jr. Elementary School

Design Development is on the March Board Agenda.

Property is located on FM 1093 across from the Westin Lakes subdivision main entry.

School is scheduled to open in August 2021.



2017 BOND REFERENDUM SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
Austin ES Re-Roof	\$1,900,000.00	\$0.00	\$1,900,000.00	\$897,273.00	\$1,002,727.00
Seguin ECC Re-Roof	\$1,900,000.00	\$0.00	\$1,900,000.00	\$982,961.00	\$917,039.00
Terry HS Serving Lines	\$680,000.00	\$0.00	\$680,000.00	\$656,123.95	\$23,876.05
George JHS Serving Lines	\$620,000.00	\$0.00	\$620,000.00	\$528,728.39	\$91,271.61
Classroom Intruder Locks	\$400,000.00	\$0.00	\$400,000.00	\$390,985.72	\$9,014.28
High School LOTE Lab Renovations	\$1,050,000.00	\$0.00	\$1,050,000.00	\$198,565.00	\$851,435.00
ES Cooler/Freezer Replacement	\$1,400,000.00	\$0.00	\$1,400,000.00	\$1,230,756.00	\$169,244.00
Camp. ES, Will. ES, Nav. MS & Wess. MS Improv.	\$2,740,000.00	\$114,000.00	\$2,854,000.00	\$2,824,511.64	\$29,488.36
HS Field Turf Replace & Foster HS Track	\$9,082,719.00	\$0.00	\$9,082,719.00	\$7,346,973.72	\$1,735,745.28
Foster HS Athletic Improvements	\$867,281.00	\$0.00	\$867,281.00	\$829,768.00	\$37,513.00
Dr. Thomas E. Randle High School	\$126,500,000.00	\$0.00	\$126,500,000.00	\$111,845,509.73	\$14,654,490.27
Harry Wright Junior High School	\$62,000,000.00	\$0.00	\$62,000,000.00	\$53,089,617.82	\$8,910,382.18
Lamar CHS & Lamar JHS Exterior Improvements	\$10,840,000.00	\$0.00	\$10,840,000.00	\$611,015.00	\$10,228,985.00
Lamar CHS & Lamar JHS Additions & Renovations	\$12,980,000.00	\$0.00	\$12,980,000.00	\$653,031.00	\$12,326,969.00
Terry HS & George JHS Additions & Renovations	\$14,650,000.00	\$0.00	\$14,650,000.00	\$752,390.00	\$13,897,610.00
Traylor Stadium Press Box Replacement	\$2,800,000.00	\$1,632,000.00	\$4,432,000.00	\$4,340,773.00	\$91,227.00
New Alternative Learning Center	\$12,200,000.00	\$0.00	\$12,200,000.00	\$661,110.00	\$11,538,890.00
Jane Long ES Historical Gym Renovations	\$3,200,000.00	\$0.00	\$3,200,000.00	\$363,604.00	\$2,836,396.00
Jane Long Auditorium Seating	\$125,000.00	\$0.00	\$125,000.00	\$0.00	\$125,000.00
Transportation - Replace Underground Fuel Tank	\$900,000.00	\$0.00	\$900,000.00	\$145,164.00	\$754,836.00
HS Multi-Purpose Rooms & MS Orchestra Adds	\$9,450,000.00	\$0.00	\$9,450,000.00	\$338,120.00	\$9,111,880.00
Multi-Campus Carpet Replacement	\$2,310,000.00	\$0.00	\$2,310,000.00	\$104,800.00	\$2,205,200.00
Multi-Campus ES Renovations	\$3,370,000.00	\$0.00	\$3,370,000.00	\$114,450.00	\$3,255,550.00
Brazos Crossing Renovations	\$1,800,000.00	\$0.00	\$1,800,000.00	\$114,750.00	\$1,685,250.00
Morgan Elementary School	\$30,200,000.00	\$0.00	\$30,200,000.00	\$0.00	\$30,200,000.00
New Elementary School #30	\$32,600,000.00	\$0.00	\$32,600,000.00	\$0.00	\$32,600,000.00
New Elementary School #31	\$35,200,000.00	\$0.00	\$35,200,000.00	\$0.00	\$35,200,000.00

2017 BOND TECHNOLOGY SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
IFP-Interactive Flat Panel	\$9,044,000.00	\$0.00		\$5,037,430.83	\$4,006,569.17
PTO-Printer Refresh	\$1,440,000.00	\$0.00		\$1,348,510.04	\$91,489.96
CCU-Campus Core Uplink	\$740,000.00	\$0.00		\$638,018.83	\$101,981.17
ES0-Expanded Storage	\$400,000.00	\$0.00		\$400,000.00	\$0.00
SC0-Security Cameras	\$250,000.00	\$0.00		\$250,000.00	\$0.00
TEL-Telephones	\$890,000.00	\$0.00		\$697,671.96	\$192,328.04
CR0-Computer Refresh	\$18,344,000.00	\$0.00		\$7,785,565.69	\$10,558,434.31
LC0-Laptop Carts	\$450,000.00	\$0.00		\$0.00	\$450,000.00
SCN-Eduphoria Scanners	\$122,000.00	\$0.00		\$121,450.00	\$550.00
IA0-Interact	\$2,646,000.00	\$0.00		\$0.00	\$2,646,000.00
TOTAL	\$34,326,000.00			\$16,278,647.35	\$18,047,352.65
TOTAL TECHNOLOGY BOND	\$34,326,000.00				
REMAINING TECHNOLOGY BOND	\$18,047,352.65				

2017 BOND TRANSPORTATION SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
New Bus Purchase	\$2,560,746.00	\$0.00	\$2,560,746.00	\$2,560,746.00	\$0.00
Smart Tag	\$500,000.00	\$7,300.00	\$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
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	CONSTRUCTION	WARRANTY															
Jane Long Historical Gym Renovations							DESIGN			CD	P	CONSTRUCTION		WARRANTY														
ALC Additions & Renovations							DESIGN			CD	P	CONSTRUCTION		WARRANTY														
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														

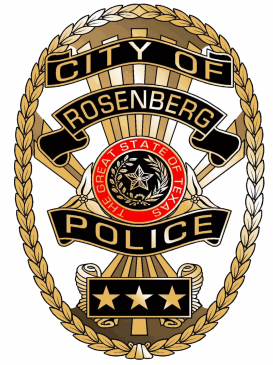
INFORMATION ITEM: SCHOOL RESOURCE DIVISION UPDATE

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 from the School Resource Division.

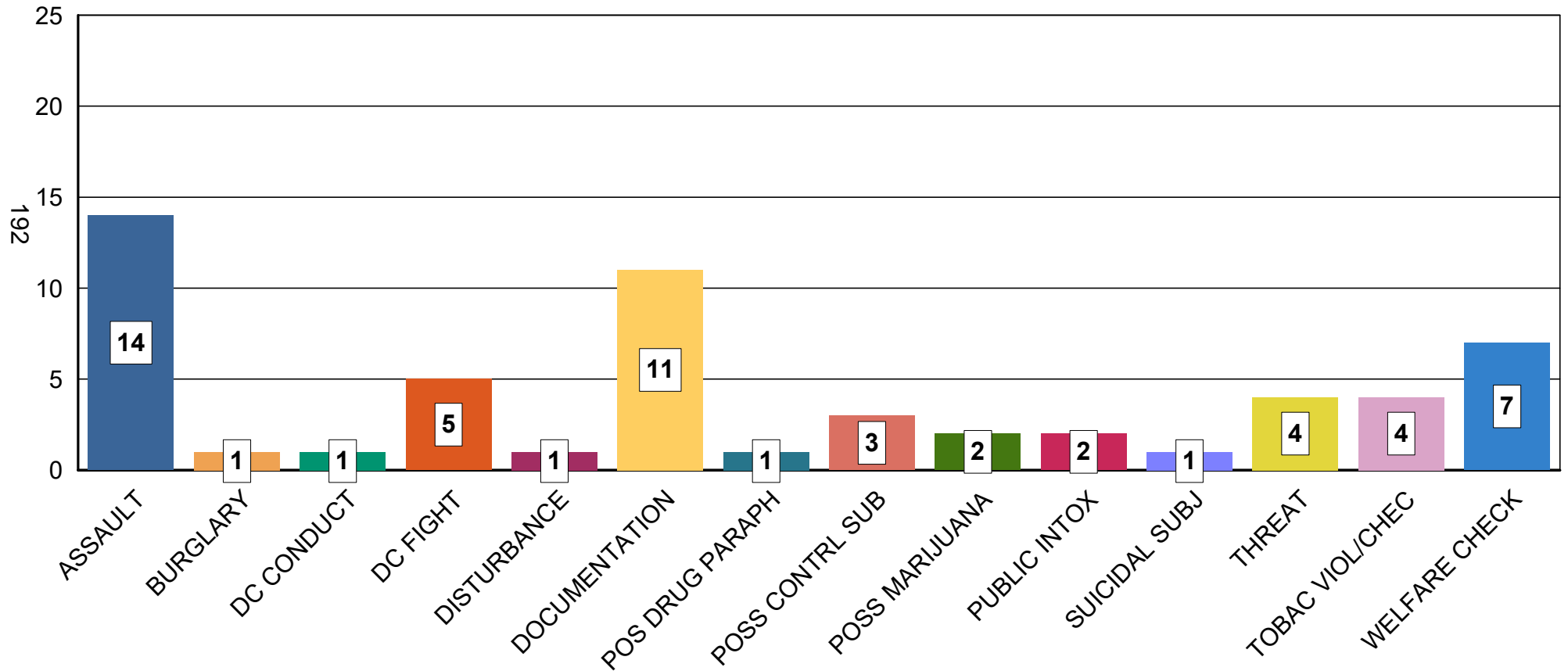
Resource Persons: Mike Rockwood, Chief of Staff
Asst. Chief, Jarret Nethery, Rosenberg Police Department

SRO Division

Monthly Activity - Incident Response Reports Written in January 2020



Incident Types



Assault : **14**

Assault	20-01457	4606 MUSTANG AVE; LAMAR HIGH SCHOOL	ASIM	Mehling, W
Assault	20-02231	800 6TH ST	ASLT	James Edge
Assault	20-02461	4814 MUSTANG AVE; LAMAR JR HIGH	ASIM	Price, Jerry
ASSAULT	20-02465	5500 AVE N; BF TERRY	ASIM	Aguilar, Antoni
ASSAULT	20-02710	1930 J MEYER RD; J MEYER ELEMENTARY	INCI	Surratt,Katrina
Assault	20-03220	4700 AVE N; NAVARRO MIDDLE SCHOOL	ASIM	Becerra, Joseph
Assault	20-03548	4601 AIRPORT AVE; GEORGE JR HIGH	ASIM	Segura, Daryl
ASSAULT	20-03786	4601 AIRPORT AVE; GEORGE JR HIGH	ASIM	Segura, Daryl
ASSAULT	20-03792	4601 AIRPORT AVE; GEORGE JR HIGH	INFO	Segura, Daryl
Assault	20-03803	4300 FM 723; BRISCOE JR HIGH	ASLT	James Edge
Assault	20-04302	5201 MUSTANG AVE; WESSENDORFF MIDDLE SCHOOL	ASLP	Mehling, W
Assault	20-04336	4300 FM 723; BRISCOE JR HIGH	ASIM	James Edge
Assault	20-04799	5500 AVE N; BF TERRY	ASLT	Aguilar, Antoni
Assault	20-04805	4814 MUSTANG AVE; LAMAR JR HIGH	INH	Price, Jerry

Burglary : **1**

Burglary	20-04700	9230 CHARGER WAY; ROBERTS MIDDLE SCHOOL	BNNF	Rios, Mario
----------	----------	---	------	-------------

DC CONDUCT : **1**

DC CONDUCT	20-01322	4606 MUSTANG AVE; LAMAR HIGH SCHOOL	DCON	Leal, David
------------	----------	-------------------------------------	------	-------------

DC FIGHT : **5**

DC FIGHT	20-03529	8181 FM 762; GEORGE RANCH HIGH SCHOOL	DCF	Armstrong, B
DC FIGHT	20-03529	8181 FM 762; GEORGE RANCH HIGH SCHOOL	DCF	Armstrong, B
DC FIGHT	20-03529	8181 FM 762; GEORGE RANCH HIGH SCHOOL	DCF	Armstrong, B
DC FIGHT	20-03867	CLOVER WALK LN & CARNATION GROVE LN	DCF	Mehling, W
DC FIGHT	20-03867	CLOVER WALK LN & CARNATION GROVE LN	DCF	Mehling, W

DISTURBANCE : 1

DISTURBANCE	20-02280	8181 FM 762; GEORGE RANCH HIGH SCHOOL	ASLT	Surratt,Katrina
-------------	----------	---------------------------------------	------	-----------------

In House : 11

In House	20-01090	7901 FM 762; RYON MIDDLE SCHOOL	INH	Kreusch, Kelly
In House	20-01324	2304 BAMORE RD; BOWIE ELEMENTARY	INH	Becerra, Joseph
194 In House	20-01480	4601 AIRPORT AVE; GEORGE JR HIGH	TERB	Segura, Daryl
In House	20-01507	8101 FM 762; READING JR HIGH	INH	Kreusch, Kelly
In House	20-02229	9302 CHARGER WAY; FULSHEAR NATATORIUM; FULSHEAR HIGH SCHOOL	INH	NICHOLS, C
In House	20-02673	2700 AVE K; TRAVIS ELEMENTARY	INH	Becerra, Joseph
IN HOUSE	20-03830	2304 BAMORE RD; BOWIE ELEMENTARY	INH	Becerra, Joseph
In House	20-04298	4300 FM 723; BRISCOE JR HIGH	INH	James Edge
In House	20-04299	4300 FM 723; BRISCOE JR HIGH	INH	James Edge
In House	20-04611	9320 CHARGER WAY; LEAMAN JR HIGH	INH	Rios, Mario
In House	20-04756	4606 MUSTANG AVE; LAMAR HIGH SCHOOL	OBMA	Leal, David

POS DRUG PARAPH : 1

POS DRUG PARAPH 20-01111 4400 FM 723; FOSTER HIGH SCHOOL PODP DeRoch, Sean

POSS CONTRL SUB : 3

POSS CONTRL SUB 20-01517 9302 CHARGER WAY; FULSHEAR NATATORIUM;
FULSHEAR HIGH SCHOOL PCFD Nichols, C

POSS CONTRL SUB 20-03412 8181 FM 762; GEORGE RANCH HIGH SCHOOL PCS2 Surratt,Katrina

POSS CONTRL SUB 20-04763 8181 FM 762; GEORGE RANCH HIGH SCHOOL PCS2 Surratt,Katrina

POSS MARIJUANA : 2

POSS MARIJUANA 20-01487 4400 FM 723; FOSTER HIGH SCHOOL POMD DeRoch, Sean

POSS MARIJUANA 20-03209 4606 MUSTANG AVE; LAMAR HIGH SCHOOL POMD Leal, David

PUBLIC INTOX : 2

PUBLIC INTOX 20-04775 4700 AVE N; NAVARRO MIDDLE SCHOOL PIM Becerra, Joseph

PUBLIC INTOX 20-04779 4601 AIRPORT AVE; GEORGE JR HIGH ALCM Becerra, Joseph

SUICIDAL SUBJ : 1

SUICIDAL SUBJ 20-03573 4601 AIRPORT AVE; GEORGE JR HIGH MH Becerra, Joseph

THREAT : 4

THREAT 20-02327 9230 CHARGER WAY; ROBERTS MIDDLE SCHOOL EOFA Rios, Mario

THREAT 20-03589 9320 CHARGER WAY; LEAMAN JR HIGH TERB Rios, Mario

THREAT 20-03808 4601 AIRPORT AVE; GEORGE JR HIGH DCT Becerra, Joseph

THREAT 20-04685 4300 FM 723; BRISCOE JR HIGH ASTH DeRoch, Sean

TOBAC VIOL/CHEC : 4

TOBAC VIOL/CHEC	20-02451	8101 FM 762; READING JR HIGH	TVMP	Kreusch, Kelly
TOBAC VIOL/CHEC	20-03210	8181 FM 762; GEORGE RANCH HIGH SCHOOL	TVMP	Armstrong, B
TOBAC VIOL/CHEC	20-04450	4400 FM 723; FOSTER HIGH SCHOOL	TVMP	Weishiemer, R
TOBAC VIOL/CHEC	20-04963	4400 FM 723; FOSTER HIGH SCHOOL	TVMP	Weishiemer, R
Welfare Check : 7				
Welfare Check	20-01121	1708 AVE M; ALC	MH	Phillips, S
Welfare Check	20-01265	1708 AVE M; ALC	MH	Phillips, S
Welfare Check	20-02693	8181 FM 762; GEORGE RANCH HIGH SCHOOL	INH	Armstrong, B
Welfare Check	20-03228	9302 CHARGER WAY; FULSHEAR HIGH SCHOOL	MH	Nichols, C
Welfare Check	20-03278	8181 FM 762; GEORGE RANCH HIGH SCHOOL	MH	Surratt,Katrina
Welfare Check	20-04809	8181 FM 762; GEORGE RANCH HIGH SCHOOL	MH	Surratt,Katrina
Welfare Check	20-04809	8181 FM 762; GEORGE RANCH HIGH SCHOOL	MH	Surratt,Katrina

196

Grand Total: 53

2/3/2020 5:31:41PM

INFORMATION ITEM: CAMPUS CLIMATE SURVEYS

Lamar CISD believes community engagement is critical to the success of our schools and students. With that in mind, we launched our sixth Campus Climate Survey in December, seeking parent, student, and campus staff views on the educational climate in each school.

A total of 22,520 people participated in the survey—including 14,887 students, 5,184 parents and 3,175 staff members. This is an increase of 1,776 participants from the last time the survey was administered during the 2017-2018 school year.

Overall, the results were positive. For example, 85 percent of parents and 81 percent of staff members gave their schools an “A” or “B” for education quality. Meanwhile, 71 percent of our students also gave their school an “A” or “B” for education quality.

Designed and administered by independent technology and communications firm K12 *Insight*, the survey focused on the following topics:

- Academic Preparation
- Student Support
- School Leadership
- Parent Engagement
- Safety and Behavior
- School Operations
- School and District Events
- Stakeholder Support

The District and campuses will use feedback from this survey to help guide decision-making. District survey results will be posted on the Lamar CISD website and campus survey results will be posted on each campus page.

Resource Persons: Mike Rockwood, Chief of Staff
Lindsey Sanders, Director of Community Relations

INFORMATION ITEM: TRANSPORTATION UPDATE

**TRANSPORTATION QUARTERLY BOARD UPDATE
(December 2019 – February 2020)**

PERSONNEL UPDATES

Fulshear High School assistant principal joined the transportation department as assistant director. Roy Kloeber was promoted to Safety and Training Coordinator from a bus operations specialist position. Karla Bell was promoted from dispatcher to bus operations specialist.

Drivers leaving department	5		
Full-time drivers hired	6		
Drivers in training	9		
Bus aides hired	6		
Hiring Incentives Paid		Employee	Referrer
Initial		1	1
Six Month		0	0

ON THE ROAD BUS ACCIDENTS

<i>Date</i>	<i>Bus</i>	<i>Action</i>	<i>Location</i>	<i>Preventable</i>
120519	317706	Turning truck sideswiped bus	99 at 59	Non
120919	420411	Bus pulled out in front of car	Scott Rd at FM529	P
121319	406401	Car pulled in front of bus	Greatwood Parkway	Non
121919	417439	Car pulled into side of bus	US90A at Brazos River	Non
011320	411416	Wrecker hit side of bus	FM762 at US59	Non
020320	411429	Bus backed into mailbox	Mockingbird Ln	P
021820	417436	Passing truck hit the bus	90A at rr underpass	Non

CO-CURRICULAR AND EXTRA CURRICULAR FIELD TRIPS

Site	Number of Trips	Bus Miles	Sped Bus Miles	Truck Miles	White Fleet Miles
Rosenberg	817	54648	823	1848	5868
Fulshear	497	43983	549	3198	2164

BUS/VEHICLE MAINTENANCE

There were 31 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	32	43	24
SPED	6	8	9	6	3
Van	2				1
Displaced Students	50	34	23	11	3

TRAINING AND OTHER EVENTS

In February, all 6 members of the transportation leadership team attended the Gulf Coast Association for Pupil Transportation winter conference and trade show in League City. A total of 6 certification classes were taken by the staff over the weekend.

During our December safety meetings, all track meetings were given a presentation by Ryan Boyce from TASB Risk Management Services. Ryan’s presentation was on accident avoidance techniques and safe driving. For our January safety meetings, assistant principals from each track attended each meeting to discuss student management techniques for the driving staff.

LCISD fleet technicians completed 48 hours of training in Dallas and took a total of 54 hours of training classes at the League City Texas Association of School Bus Technicians workshop in February.

The department held our holiday lunches in December, with LCISD board member Jon Welch joining the celebration in Rosenberg.

STUDENT DISCIPLINE

There were a total of 1104 discipline reports issued for the three months including December, January and February.

FUEL REPORT IS ATTACHED ON THE FOLLOWING PAGE

LAMAR CISD TRANSPORTATION

Fuel Report

Dec 2019 – Feb 2020

			Number of Transactions	Qty	Amount
Account:	001	VOCATIONAL			
Product:	01	Unleaded	1	4.000	\$8.68
Product:	02	#2 Diesel	20	512.400	\$1,038.90
Account Totals:			21	516.400	\$1,047.58
Account:	034	DISTRIBUTION			
Product:	01	Unleaded	124	2315.200	\$5,012.59
Account Totals:			124	2315.200	\$5,012.59
Account:	050	MAINTENANCE			
Product:	01	Unleaded	724	12389.800	\$25,800.44
Product:	02	#2 Diesel	227	2080.100	\$4,602.63
Account Totals:			951	14469.900	\$30,403.07
Account:	053	TECHNICAL SERVICES			
Product:	01	Unleaded	95	1202.100	\$2,524.19
Account Totals:			95	1202.100	\$2,524.19
Account:	060	Transportation			
Product:	01	Unleaded	268	3690.000	\$7,463.38
Product:	02	#2 Diesel	4113	133305.300	\$273,973.79
Account Totals:			4381	136995.300	\$281,437.17
Account:	080	SECURITY			
Product:	01	Unleaded	185	2779.200	\$5,682.45
Account Totals:			185	2779.200	\$5,682.45
Account:	090	ATHLETICS			

Product:	01	Unleaded	4	79.300	\$160.37
			4	79.300	\$160.37
Account Totals:				79.300	\$160.37
Account:	78	FOODSERVICE			
Product:	01	Unleaded	72	1133.200	\$2,448.70
			72	1133.200	\$2,448.70
Account Totals:				1133.200	\$2,448.70

Resource Persons: Chris Juntti, Interim Deputy Superintendent of Support Services
Mike Jones, Director of Transportation

INFORMATION ITEM: BOARD WORKSHOPS AND MEETINGS

A request was made to look at the pros and cons of changing Board workshops and meetings. The Board has used the Board workshop as a tool for reviewing and discussing agenda items since 2004. Prior to having a workshop, the Board met once a month and the Superintendent called each Board member before meetings to answer their questions.

There is no requirement to hold Board workshops and some school districts in Texas only hold Board meetings. After researching best practices, it was decided in 2004 to begin using Board workshops to answer all trustee questions at the same time so everyone could benefit.

Extending the time between the workshop and the regular meeting would add to the monthly workload and planning of the staff. The staff blocks out the second week of the month for the preparation of the Board agenda and the third week for the Board workshop and meeting. The administration has found this schedule to be beneficial because it allows them to plan meetings and other activities on the first and fourth week of the month. This keeps the focus on instructional improvement and efficient operations.

We are grateful to the Board for allowing the staff to focus on improving the academic success of students. Under the current arrangement the administration believes there is appropriate time to support campuses and provide needed professional development while remaining responsive to our Board of Trustees.

Resource Person: Dr. Thomas Randle, Superintendent of Schools

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: MEDICAL/RX PLAN STRUCTURAL CHANGES

Administration evaluates the components of the District's self-funded, Medical/Rx health care plan (the Plan) on an ongoing basis. The cost of health care in general continues to rise at a rate much higher than the Consumer Price Index (CPI). Pharmacy costs continue to rise at an even faster pace than medical plan costs. In addition, the cost of compliance with the Affordable Care Act continues to impact the overall cost of the Plan. Efforts to keep the benefit plans properly aligned, while continuing to improve the health and productivity of our valued employees, continues to be challenging.

To maintain the financial stability of the Plan and the member experience, we are recommending the following changes to the Plan for the 2020-2021 Plan Year:

- ✓ Eliminate Plan C – on All Networks due to low membership.
- ✓ Create a new offering – a Qualified High Deductible Health Plan (HDHP) with a Health Saving Account (HSA) option. This plan will only be offered with the Broad Network. The HDHP plan encourages participant engagement and the HSA account provides triple tax savings – (1) Tax free contributions, (2) Tax free asset growth, and (3) Tax free withdrawal for qualified medical expenses.
- ✓ Adjust/increase the employee contribution for the two remaining (2) Exclusive Provider Organization (EPO) Plans and the two remaining (2) Accountable Care Organization (ACO) Plans for better alignment with plan expenses. All EPO or ACO plan benefits will remain the same as the current plan year.
- ✓ Continue to encourage membership in one of the Accountable Care Organization (ACO) plans or the High Deductible Health Plan/Health Saving Account through smart alignment of employee contributions.
- ✓ The District's budgeted contribution to the Plan will be evaluated during the regular budget process but is not expected to increase more significantly than in prior years. The current per-employee per-month (PEPM) contribution is approximately \$495 but will increase as necessary based on Plan status at August 31st, the District's fiscal year-end. The expected increase in District contributions is expected to be \$1.5M. Benefits are budgeted annually and considered for board approval along with the District's Compensation Plan.

The District will continue its efforts in the 2020-2021 Plan Year to manage and reduce plan costs through the following initiatives:

- ✓ Enhanced Communication Initiatives and Population Education opportunities,
- ✓ Condition Based Health Management Plan (Diabetes Hypertension Plan [DHP]), the purpose of which is to increase participant engagement and encourage ongoing medical compliance,
- ✓ Personal Health Record – care coordination and care management,
- ✓ Expand the participation in Real Appeal™ – a science based digital weight loss program that helps participants improve their health and reduce medical cost,
- ✓ District wide Health Fair to include medical provider vendors, etc.

Resource Persons: Dr. Kathleen Bowen, Chief Human Resources Officer
Trudy Harris, Assistant Director Employee Services and Risk Management
Jill Ludwig, CPA, RTSBA, Chief Financial Officer

**INFORMATION ITEM: COMPREHENSIVE FACILITIES STUDY
AND LONG-RANGE FACILITIES PLAN**

PBK Architects, Inc. was approved by the Lamar CISD Board of Trustees on December 20, 2018 for a comprehensive facilities study and a long-range facilities plan. Site visits have been completed at all district facilities. At the Regular Board Meeting on December 19, 2019 PBK Architects presented an update of the facilities study and the long-range facilities plan. The facility study and long-range facilities plan has now been put into a report including the demographic report that was submitted last month. PBK Architect, Inc. will present the facility study and the long-range facilities plan.

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