

A PROUD TRADITION | A BRIGHT FUTURE

REGULAR BOARD MEETING

Thursday, April 16, 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
APRIL 16, 2020
7:00 PM**

AGENDA

Notice is hereby given that a Board of Trustees virtual Regular Business Meeting will be held on Thursday, April 16, 2020, beginning at 7:00 p.m. The meeting will be held by videoconference and members of the public may watch a LIVE stream of the meeting at www.lcisd.org, or on the District's YouTube Channel at: <https://www.youtube.com/lamarcisd>

Members of the public may register to address the Board by emailing their name and phone number to audiencetopatron@lcisd.org. Requests to address the Board must be submitted by 4:30 p.m. on the date of the meeting. Members of the public who register to address the Board will be contacted with instructions to connect via phone.

The agenda packet for the meeting can be found here: <https://www.lcisd.org/trustees/>

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Audience to patrons
4. Approval of minutes
 - A. March 19, 2020 - Regular Board Meeting 7
5. Board members reports
 - A. Meetings and events
6. Superintendent reports
 - A. Meetings and events
7. **ACTION ITEMS**
 - A. **Goal: Instructional**
 1. Consider approval of Memorandum of Understanding with Texas State Technical College 18
 2. Consider approval of a resolution to modify requirements of Board Policy EIC(LOCAL) for the graduating Class of 2020 33
 3. Consider approval of a resolution to temporarily modify requirements of Board Policy EIA(LOCAL) and EIE(LOCAL) 35
 - B. **Goal: Planning**
 1. Discussion and approval of proposed dates for regular board meetings and workshops for the 2020-2021 school year 42
 2. Consider ratification of Quarterly Investment Report 43
 3. Consider ratification of Financial and Investment Reports 50

4. Consider approval of budget amendment requests	54
5. Consider approval of independent auditors for the 2019-2020 school year	56
6. Consider approval of Instructional Materials Allotment and TEKS Certification	67
7. Consider approval of resolutions proclaiming:	
a. Public School Paraprofessionals' Day	69
b. School Nurses' Week	71
c. Teacher Appreciation Week	73
8. Consider approval of Lamar Consolidated Independent School District Citizens' Bond Advisory Committee	75
9. Proposed November 2020 Bond Election	78
10. Discussion and possible action on Master Plan Principles	80
11. Consider delegation of authority to the Superintendent to submit waivers related to COVID-19 school closures and operations	82
12. Consider approval of CSP#09-2020RG for fuel tank storage replacement	84
13. Consider approval of materials testing for fuel tank storage replacement	87
14. Consider approval of design development for Lamar Consolidated High School and Lamar Junior High School additions and renovations	96
15. Consider approval of materials testing for the Jane Long Historical Gym renovations	97
16. Consider approval of materials testing for the Alternative Learning Center additions and renovations	106
17. Consider approval of materials testing for the multi-purpose spaces and orchestra additions	116
18. Consider approval of HVAC test and balance for Austin Elementary School	125
19. Consider approval of commissioning agent for Morgan Elementary School	127
20. Consider approval of purchase agreement for TASB Energy Cooperative Member Purchases Fixed-Rate Transportation Fuel Program	131
21. Consider approval for expansion of Community Eligibility Provision (CEP)	132
C. Goal: Personnel	
1. Consider approving delegation of final authority to the Superintendent to employ contractual employees	133
2. Consider approval of 2020-2021 employee report/end date table	134
D. Goal: Technology	
1. Consider approval of districtwide computer refresh	140
2. Consider approval of network hardware	144
8. INFORMATION ITEMS	
A. Goal: Personnel	
1. Report on Board Member Training	150

B. Goal: Planning

- 1. Tax Collection Report 152
- 2. Payments for Construction Projects 158
- 3. Bond Update
 - a. 2014 162
 - b. 2017 166
- 4. School Resource Division Update 172

9. 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. 180
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information) 181
 - c. Employee resignations and retirements (Information) 183
 - d. Consider renewal of contract for professional teachers/support personnel 185
 - e. Consider approval of non-renewal of professional employees including teachers
 - f. Consider approval of Police Chief 244
 - g. Consider approval of Campus Coordinator for Lamar Consolidated High School
 - h. Deliberate recommendation to terminate probationary employment contract of certified employee at the end of the 2019-2020 contract year 247
- 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 9th day of April 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

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 19th day of March 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. RECOGNITIONS/AWARDS

- A. COMMENDED SCHOLAR**
- B. HISPANIC SCHOLAR**
- C. NATIONAL MERIT FINALIST**

Postponed due to COVID-19.

Minutes of Regular Board Meeting March 19, 2020 – page 25

4. INTRODUCTIONS

None

5. AUDIENCE TO PATRONS

None

6. APPROVAL OF MINUTES

A. FEBRUARY 12, 2020 – SPECIAL MEETING

It was moved by Ms. Kaminski and seconded by Mr. Hubenak that the Board of Trustees approve the minutes of the February 12, 2020 Special Meeting. The motion carried unanimously.

B. FEBRUARY 18, 2020 – SPECIAL MEETING (WORKSHOP)

It was moved by Mr. Hunt and seconded by Mr. Welch that the Board of Trustees approve the minutes of the February 18, 2020 Special Meeting (Workshop). The motion carried unanimously.

C. FEBRUARY 20, 2020 - REGULAR BOARD MEETING

It was moved by Ms. Williams and seconded by Ms. Kaminski that the Board of Trustees approve the minutes of the February 20, 2020 Regular Board Meeting. The motion carried unanimously.

7. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Williams thanked everyone for their hard work in putting together the Community Conversations.

Mr. Hunt wanted to recognize the crisis counseling team and the outstanding job they do to serve all the schools in need. He also thanked Child Nutrition for the outstanding job they are doing to make sure all of our students have meals. As well as some of our community partners who are making sure our kids are taken care of during this time.

Mr. Welch said the Community Conversations were great and the staff worked really hard to put them on.

Ms. Danziger thanked everyone that participated in Men Who Cook, which raised over \$167,000. She said she has driven around to the schools and Child Nutrition said everyday they feed more and more students. She went to Austin Elementary School and read to students on Dr. Seuss' birthday.

8. SUPERINTENDENT REPORTS

a. Meetings and Events

b. Information for Immediate Attention

Minutes of Regular Board Meeting March 19, 2020 – page 26

Dr. Randle thanked the students, parents and staff for all of their support over Spring Break and last week. He said all schools and facilities will remain closed to the public through April 10th, they will begin modified business operations this coming Monday. He said it is important for all of us to realize we are in uncharted territory and this closure and business modification is very different from the challenges we have faced previously such as hurricanes. He said our goal is minimize the spread of COVID-19 through remote work, limited onsite staffing, and social distancing. He said we are encouraging remote work as much as possible and except for a limited few this will be a reality for most of our employees. This includes the continuing and remote instruction of our students which begins next week. He said we realize no amount of remote work can replace the in-person instruction that our teachers provide. He said we ask for everyone's patience. He said Lamar CISD is up to the challenge and we will overcome this together.

ACTION ITEMS FOR CONSENT OF APPROVAL: 9. A-1 – 9. A.-7; 9. B-1; 9. B-3 – 9. B-15; 9. B-17 – 9. B-18; 9. B-20 – 9. B-29; and 9. C-1 – 9. C-3.

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

9. A GOAL: INSTRUCTIONAL

9. A-1 Approval for the District to apply for a waiver for additional staff development minutes

Approved 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.

9. A-2 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)

Approved 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.

b. Foster, Fulshear, George Ranch, Lamar Consolidated, and Terry High Schools Theatre

Approved 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.

9. A-3 Approval of instructional material recommendations

Approved the instructional materials recommended by the District Instructional Materials Adoption Committee for use in high school classrooms in the Lamar Consolidated Independent School District.

Minutes of Regular Board Meeting March 19, 2020 – page 27

9. A-4 Approval for the District to apply for a waiver to limit foreign exchange student Enrollment

Approved 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.

9. A-5 Approval for the District to apply for a waiver certifying an alternative to the teacher data portal of the Texas Assessment Management Systems (TAMS)

Approved 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).

9. A-6 Approval of of new dual credit courses for the 2020-2021 school year

Approved the Dual Credit Speech and Dual Credit Art History courses for the 2020-2021 school year.

9. A-7 Approval of new courses for the 2020-2021 school year

Approved the following OnRamps courses: English III, Chemistry, College Algebra, and U.S. History for the 2020-2021 school year.

9. B GOAL: PLANNING

9. B-1 Ratification of Financial and Investment Report

Ratified the Financial and Investment Reports as presented.

9. B-3 Approval of resolution and revisions to accumulated leave buyback plan documents

Approved revisions to Section 403(b) Excess Plan documents due to changes in the Internal Revenue Code (IRC), and the related resolution. (See inserted pages 27-A – 27-NN.)

9. B-4 Approval of Blanket Purchase Agreement (BPA) with HON Company LLC

Approved a Blanket Purchase Agreement (BPA) with HON Company LLC and authorized the Board President to execute the agreement. (See inserted pages 27-OO – 27-PP.)

9. B-5 Approval of commercial refrigeration and kitchen equipment repair

Approved C & C Refrigeration Inc. for districtwide services to commercial kitchen equipment.

9. B-6 Approval of painting and wall covering services

Approved Dumas Painting LLC for districtwide painting and wall covering services.

Minutes of Regular Board Meeting March 19, 2020 – page 28

9. B-7 Approval of purchase of temporary classrooms

Approved 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.

9. B-8 Approval of request for 2020 Historic Site Exemption Qualification for the George Ranch Historical Park

Approved 2020 Historic Site Exemption Qualification for the George Ranch Historical Park.

9. B-9 Approval for 2020 Historic Site Exemption Qualification for the Darst-Yoder House

Approved 2020 Historic Site Exemption Qualification for the Darst-Yoder House.

9. B-10 Approval of Lamar CISD 2020 Bond timeline considerations

Approved the suggested timeline for planning a 2020 Bond Referendum.

9. B-11 Approval of resolutions proclaiming:

a. Educational Administrative Professionals' Week

Approved the attached resolution proclaiming April 20-24, 2020 as Educational Administrative Professionals' Week in the Lamar Consolidated Independent School District. (See inserted page 28-A.)

b. Librarians' Week

Approved the attached resolution proclaiming the week of April 19-25, 2020 as Librarians' Week in the Lamar Consolidated Independent School District. (See inserted page 28-B.)

c. Public School Volunteer Appreciation Week

Approved the attached resolution proclaiming April 20-24, 2020 as Public School Volunteer Appreciation Week in the Lamar Consolidated Independent School District. (See inserted page 28-C.)

9. B-12 Approval of change order #1 and final payment for the Traylor Stadium track resurfacing

Approved 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 authorized the Board President to sign the change order. (See inserted page 28-D.)

9. B-13 Approval of design development for Terry High School and George Junior High School additions and renovations

Approved the design development for Terry High School and George Junior High School additions and renovations as presented by VLK Architects, Inc.

Minutes of Regular Board Meeting March 19, 2020 – page 29

9. B-14 Approval of CSP#07-2020RG for carpet replacements at Foster High, Briscoe Junior High, Jane Long Elementary, Jackson Elementary, and Pink Elementary Schools

Approved 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 authorized the Board President to sign the agreement.

9. B-15 Approval of CSP#08-2020RG for miscellaneous campus renovations and controls upgrade

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

9. B-17 Approval of professional surveying services for Fletcher Morgan, Jr. Elementary School

Approved LJA Surveying for the plat work for Fletcher Morgan, Jr. Elementary School in the amount of \$14,000 and allowed the Board President to execute the agreement. (See inserted pages 29-A – 29-E.)

9. B-18 Approval of geotechnical study for Fletcher Morgan, Jr. Elementary School

Approved Terracon for the geotechnical study for the Fletcher Morgan, Jr. Elementary School in the amount of \$23,300 and authorized the Board President to execute the agreement. (See inserted pages 29-F – 29-O.)

9. B-20 Approval of Texas Accessibility Standards review and inspection for Fletcher Morgan, Jr. Elementary School

Approved Winning Way Services for Texas Accessibility Standards Review and Inspection for Fletcher Morgan, Jr. Elementary School in the amount of \$2,275 and authorized the Board President to execute the agreement. (See inserted pages 29-9 – 29-S.)

9. B-21 Approval of network fiber connections for Dr. Thomas E. Randle High School and Harry Wright Junior High School

Approved 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.

9. B-22 Approval of network hardware for Dr. Thomas E. Randle High School and Harry Wright Junior High School

Approved 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 from Red River Technology LLC.

Minutes of Regular Board Meeting March 19, 2020 – page 30

9. B-23 Approval of amendment No. 9 to requote #18-2016LN, the HVAC full coverage maintenance and service agreement

Approved 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 authorized the Board President to execute the agreement. (See inserted page 30-A.)

9. B-24 Approval of Guaranteed Maximum Price amendment to the contract with Drymalla Construction Company

Approved 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.

9. B-25 Approval of abatement monitoring services for the Bowie Elementary School Renovations

Approved Environmental Solutions, Inc. (ESI) for abatement monitoring services for the renovations at Bowie Elementary School in the total amount of \$5,420 and authorized the Board President to execute the agreement. (See inserted pages 30-B – 30-E.)

9. B-26 Approval of amendment No. 6 to the interlocal cooperation contract with Texas General Land Office

Approved amendment #6 for the interlocal cooperation contract with The Texas General Land Office for the purchase of natural gas and authorized the Board President to execute the agreement documents and interlocal cooperation contract. (See inserted pages 30-F – 30-G.)

9. B-27 Approval of materials testing for miscellaneous campus renovations

Approved Terracon, Inc. for materials testing for the miscellaneous campus renovations in the total amount of \$40,000 and authorized the Board President to execute the agreement. (See inserted pages 30-H – 30-Q.)

9. B-28 Approval of change order #1 and final payment for the synthetic turf and track at Campbell and Dickinson Elementary schools

Approved 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 authorized the Board President to sign the change order. (See inserted page 30-R.)

9. B-29 Approval of addition to the 2019-2020 compensation plan

Approved an addition to 2019-2020 compensation plan in the form of a \$2000 stipend for the Powell Point Program staff members.

9. C GOAL: TECHNOLOGY

Minutes of Regular Board Meeting March 19, 2020 – page 31

9. C-1 Approval of network hardware for George Ranch High School

Approved the purchase of network switches, wireless access points and related components in the amount of \$339,771 from Red River Technology LLC.

9. C-2 Approval of network hardware for multiple campuses

Approved the purchase of network switches, related components and installation in the amount of \$656,535 from Red River Technology LLC.

9. C-3 Approval of districtwide iPad refresh

Approved 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.

9. B GOAL: PLANNING

9. B-2 Consider approval of budget amendment requests

It was moved by Mr. Hunt and seconded by Mr. Hubenak that the Board of Trustees consider approval of budget amendment requests.

Ms. Kaminski asked about the budget amendment for the Special Education program at Powell Point Elementary. Dr. Mossige said the current location for the CIBC program is at ALC and has about 25 students, it will be moved to the Powell Point location.

The motion carried unanimously. (See inserted page 31-A.)

9. B-16 Consider approval of design development for Fletcher Morgan, Jr. Elementary School

It was moved by Ms. Kaminski and seconded by Mr. Welch that the Board of Trustees approve the design development for Fletcher Morgan, Jr. Elementary School as presented by VLK Architects, Inc.

Mr. Hunt asked if this site is in the flood plain. Mr. McKeever said it is not. Mr. Hunt asked if there are any concerns if there would be a 500-year flood event. Mr. McKeever said we are still above that flood plain. Mr. Hunt said the Weston Lakes people are concerned about the flooding this construction would cause them. Mr. McKeever said the Fulshear Lakes subdivision has calculated the drainage of all their construction and includes the construction of the school. This plan is then approved by the county.

Mr. Hunt asked why it shows future portables instead of making the building bigger. Mr. McKeever said the building is built along the master plan principles for 750 students. He said all our facilities are preplanned for future portables; this allows them to put the necessary equipment in place if they are needed in the future.

Mr. Hunt asked if all the classrooms have windows. VLK said yes each has natural light entering the space.

Minutes of Regular Board Meeting March 19, 2020 – page 32

Mr. Hunt asked if the results of the traffic study will impact the design development. Mr. Ewing said it could slightly modify the drives that go into the plan. Mr. Ewing explained that the traffic study is to study the pedestrian and vehicular patterns that happen in the new development; it helps them understand where sign placement needs to be.

Mr. Hunt asked if there will be a light on 1093 and Weston Lakes. Mr. McKeever said yes.

The motion carried unanimously.

9. B-19 Consider approval of traffic study for Fletcher Morgan, Jr. Elementary School

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

Mr. Hunt had no further questions.

The motion carried unanimously.

9. B-30 Consider approval of resolution regarding closure of schools due to Corona Virus/COVID-19

It was moved by Mr. Hubenak and seconded by Ms. Kaminski that the Board of Trustees approve a resolution regarding the closure of schools from Monday, March 16, 2020 through Friday, March 20, 2020 (and beyond, if circumstance warrant), authorize the Superintendent of Schools to revise the calendar as necessary, and authorize the payment of employees.

Mr. Welch verified that is thru April 10, 2020 and beyond if necessary. Dr. Randle said that is correct.

The motion carried unanimously. (See inserted pages 32-A – 32-B.)

10. B GOAL: PLANNING

10. INFORMATION ITEMS

10. A GOAL: INSTRUCTIONAL

10. A-1 Semester 1 Canvas Usage update

10. A-2 2019 - 2020 School Health Advisory Council Spring update

10. A-3 Naviance for non-district students

10. A-4 Special Education Update

10. A-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

Minutes of Regular Board Meeting March 19, 2020 – page 33

10. A-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

10. B GOAL: PLANNING

10. B-1 Tax Collection Report

10. B-2 Payments for Construction Projects

10. B-3 Bond Update
a. 2014
b. 2017

10. B-4 School Resource Division Update

10. B-5 Campus Climate Surveys

10. B-6 Transportation Update

10. B-7 Board workshops and meetings

10. B-8 Advertising on school buses

10. B-9 Medical/Rx Plan structural changes

10. B-10 Comprehensive facilities study and long-range facilities plan

Mr. Rick Blan and Mr. Lorin Pargoud from PBK Architects presented to the Board.

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)
 - d. Consider extension of administrative contracts
 - e. Reassignment of professional personnel (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 8:07 p.m. for the purposes listed above.

Minutes of Regular Board Meeting March 19, 2020 – page 34

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 8:34 p.m.

11. A-1(a) Approval of personnel recommendations for employment of professional Personnel

It was moved by Ms. Kaminski and seconded by Ms. Williams that the Board of Trustees approve personnel as presented. The motion carried unanimously.

Employed

Walls, Makia TBD Assistant Principal Lindsey/Tamarron Elementary

11. A-1(d) Consider Extension of Administrative Contracts

It was moved by Ms. Bronsell and seconded by Mr. Welch that the Board of Trustees approve the extension of administrative contracts as presented. The motion carried unanimously. (See inserted pages 34-A – 34-F.)

FUTURE AGENDA ITEMS

None

UPCOMING MEETINGS AND EVENTS

ADJOURNMENT

The meeting adjourned at 8:36 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Kay Danziger
President of the Board of Trustees

Mandi Bronsell
Secretary of the Board of Trustees

**CONSIDER APPROVAL OF MEMORANDUM OF UNDERSTANDING
WITH TEXAS STATE TECHNICAL COLLEGE**

RECOMMENDATION:

That the Board of Trustees approve the Memorandum of Understanding with Texas State Technical College (TSTC) for technical dual credit enrollment for Lamar Consolidated Independent School District Career and Technical Education (CTE) students.

IMPACT/RATIONALE:

Under this agreement, dual credit opportunities in Automotive Technology, Welding Technology, Precision Machining Technology, HVAC Technology, Cyber Security, and Diesel Technology will remain available to Lamar CISD CTE students through TSTC. As a dual credit partner with TSTC, these programs will continue to be available to students at no cost and with transportation provided. These programs will continue to provide opportunities for students to earn college credit for postsecondary education while enrolled in high school.

PROGRAM DESCRIPTION:

The Career and Technical Education department has had a working relationship with Texas State Technical College (TSTC) since the 2012 school year. TSTC has provided students access to technical courses through its dual credit programs within Lamar CISD classrooms as well as on site at TSTC Fort Bend.

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

**Texas State Technical College
Dual Enrollment
Memorandum of Understanding**

This Dual Enrollment Memorandum of Understanding is between **Texas State Technical College**, an institution of higher education and an agency of the state of Texas (which may hereinafter be referred to as the “College”) and ^{Lamar Consolidated} _____ and listed schools (which may hereinafter be referred to individually as the “High School Partner” or collectively as the “High School Partners”). College and High School Partner(s) may individually be referred to as a “Party” or collectively as “Parties” to this Dual Enrollment Memorandum of Understanding (which may hereinafter be referred to as “MOU”).

High School Name	High School CEEB Code	Programs Offered	Physical Address (where instruction occurs)
BF Terry	445997	Automotive Technology at Lamar CHS Cyber Security, HVAC, Diesel, Welding & Machining at TSTC Fort Bend	4606 Mustang Ave, Rosenberg, TX 77471 26706 Southwest Fwy, Rosenberg, TX 77471
Foster	445856	Automotive Technology at Lamar CHS Cyber Security, HVAC, Diesel, Welding & Machining at TSTC Fort Bend	4606 Mustang Ave, Rosenberg, TX 77471 26706 Southwest Fwy, Rosenberg, TX 77471
Fulshear	440009	Automotive Technology at Lamar CHS Cyber Security, HVAC, Diesel, Welding & Machining at TSTC Fort Bend	4606 Mustang Ave, Rosenberg, TX 77471 26706 Southwest Fwy, Rosenberg, TX 77471
George Ranch	445862	Automotive Technology at Lamar CHS Cyber Security, HVAC, Diesel, Welding & Machining at TSTC Fort Bend	4606 Mustang Ave, Rosenberg, TX 77471 26706 Southwest Fwy, Rosenberg, TX 77471
Lamar Consolidated	446000	Automotive Technology at Lamar CHS Cyber Security, HVAC, Diesel, Welding & Machining at TSTC Fort Bend	4606 Mustang Ave, Rosenberg, TX 77471 26706 Southwest Fwy, Rosenberg, TX 77471

These above entities enter into the following MOU for the terms of which WITNESS THE FOLLOWING (TAC Title: 19 Chapter 4, Subchapter D, Rule § 4.84 Section (a)):

OVERVIEW

The College is committed to serving the students and communities of Texas through collaborative work with High School Partners. A major initiative promoting technical education and careers is the **Texas State Technical College Dual Enrollment Program**, which includes the provision of the Dual Credit state program to qualified students.

DUAL ENROLLMENT MISSION

In order to prepare students for educational and career success, the purpose and mission of the College is to provide a comprehensive, structured approach (at a four-course minimum) leading to a postsecondary award (Level One Certificate, Level Two Certificate, or Associate of Applied Science degree) at Texas State Technical College. This design allows students the opportunity to obtain developmentally appropriate CTE (Career Technical Education) courses with multiple entrance and exit points, or potentially prepares them to test for industry-based certifications. The High School Partner agrees to support TSTC Dual Enrollment students toward completing their postsecondary program at the College campus after high school graduation, thereby promoting a seamless transition for dual enrollment participants to earn a college award in a high-demand, high-wage field of study. In short, the department serves to increase TSTC dual credit enrollment and streamline the College's matriculation efforts with the intention of assisting high school students in the successful transition to and acceleration through postsecondary education.

MOU PURPOSE

The purpose of this MOU is to outline the roles and responsibilities of the College and the High School Partner(s). This MOU is an agreement that encompasses all programs and initiatives under TSTC's Dual Enrollment program, as required by the Texas Education Agency and the Texas Higher Education Coordinating Board.

KEY COMPONENTS OF CONTRACT

Upon activation of this contract, the **College** agrees to:

1. Provide the High School Partner(s) with pathway offerings that are reflective of regionally based industry needs, in partnership with the College's Career Services and Workforce Solutions offices.
2. Provide the High School Partner(s) with opportunities to further their students' knowledge of high school graduation requirements, postsecondary terms, admission requirements, offerings, financial aid processes, etc., in an effort to help establish college readiness through a four-year, content-based curriculum series of presentations called **College Prep Academy**. TSTC College Prep Academy will provide Dual Enrollment High School Partner(s) with the opportunity to further their students' knowledge of postsecondary terms, requirements and offerings, which align with the 60x30TX goal of at least 60% of Texans (ages 25-34) earning a certificate or degree by the year 2030.
3. In addition, the College will make itself available to the High School Partner(s) by way of TSTC recruitment presentations, consultations and informational meetings for all students at partnering high school locations, throughout the school year and for the purpose of matriculation into the College, with the intention of helping to place students in high-demand, high-wage jobs.

4. Post a copy of this MOU to the College’s website at de.tstc.edu and, upon completion of this document, provide an unsigned copy for the High School Partner(s) to post to its district’s website.

Upon activation of this contract, the **High School Partner(s)** agree(s) to:

1. Adhere to the College’s deadlines as outlined below. The College requires the High School Partner(s) to follow all College enrollment procedures and guidelines for dual credit students.

First Day of Class	August 31, 2020
Official Census Day	September 15, 2020
Midterm Grades Due	October 23, 2020
Last Day to Drop With a “W”	November 13, 2020
End of Fall Semester	December 11, 2020
New Partnership Inquiry Deadline	December 18, 2020
First Day of Spring Semester	January 11, 2021
Official Census Day	January 26, 2021
Midterm Grades Due	March 05, 2021
Last Day to Drop With a “W”	April 05, 2021
New DE Instructor Credentialing Deadline (Application/Documentation Submitted to College)	March 5, 2021
Final Date to Return 2021-2022 MOU Due Back to College and Off-Site Facilities Approval Deadline	April 9, 2021
End of Spring Semester	April 30, 2021
All Student Applications/Documents Due for Fall 2021	July 2, 2021

**Dates are subject to change*

2. Welcome the College’s Student Recruitment team to all college- and career-related events that occur at the high school location of the High School Partner(s).
3. A minimum of two presentations (one per semester) to all district juniors and seniors, hosted by the College’s recruitment team, at high school location of the High School Partner(s).

4. Coordinate with the College regarding the aforementioned **College Prep Academy** for presentations throughout the academic year on a predetermined basis (fall and spring) to include both application and registration drives, in addition to other presentation format options.
5. Notify the College of any special TEA designation plans, where TSTC would be considered a partner in delivery, prior to application submission, and have an active role in the planning phase required to secure designation.
6. Provide the College with sufficient notification to review the College's obligations and obtain necessary approvals for a proposed partnership for all grant applications. A copy of the proposal and/or a detailed statement of work must be provided to TSTC a minimum of thirty (30) days before the grant application is due. TSTC will provide a written response (approval or disapproval) within two weeks of receipt of the request and the appropriate documentation.
7. Post a copy of this MOU to the district's website.

ACADEMIC POLICIES AND ENROLLMENT PROCEDURES

Academic policies and procedures applicable to regular College courses and students will also apply to dual credit courses. Academic policies can be found in the [TSTC Statewide Operating Standards \(SOS\)](#) and [TSTC Catalog and Student Handbook](#), which are published and available on the College website at www.tstc.edu. Specifically, students are to abide by the Rules and Regulations set forth in the aforementioned College Catalog and Student Handbook for the current academic year.

METHOD OF DELIVERY AND LOCATION OF CLASS

Courses may be delivered utilizing the method mutually determined by the College and the High School Partner(s):

- (1) Delivered at the High School Partner's campus utilizing a certified high school teacher credentialed and employed as a College Dual Enrollment Instructor (DE Instructor) who meets the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) criteria;
- (2) Delivered on the College's campus utilizing College Instructors;
- (3) Delivered online utilizing a College Instructor;
- (4) Delivered online utilizing a College Dual Enrollment Instructor;

Dual enrollment classes not taught on a College campus or during regular class hours may include but are not limited to:

- Online Learning courses: Dual enrollment students participating in classes delivered online by the college are not required to be present on-site to access such instruction. Online classes are accessible at any time from anywhere a student has a computer and internet access.
- Special technical programs approved to run outside the designated block time
- Courses taught at high school, face-to-face.

Please note: Some programs might be taught through a Competency-Based Education (CBE) format, or Performance Based Education (PBE).

ELIGIBLE COURSES

Courses offered by the College are developed based on the guidelines published in the Academic Course Guide Manual (ACGM) or the Workforce Education Course Manual (WECM) adopted by the Texas Higher Education Coordinating Board (THECB) and must be in the approved course inventory of the College and approved for dual credit by the applicable instructional department and College Dual Enrollment Office. Remedial or continuing education courses will not be offered for dual credit. The College technical dual enrollment pathway courses are designed for students to matriculate to the College upon high school graduation for program completion. The College's courses may also transfer to other institutions.

- a) The number of courses in a dual credit technical program pathway offered at a High School Partner's off-site location/campus will be monitored and approved on an annual basis by the College's Curriculum Committee. The College must seek approval from SACSCOC to offer 50% or more credits toward an award at an off-site location before the implementation of a Dual Enrollment program offered at a high school in compliance with the [TSTC SOS GA.1.23 Substantive Change](#). (**Substantive Change for SACSCOC Accredited Institutions, Policy Statement**). Please note: Timeline of completion for this process can take up to one year.
- b) High School Partner(s) wishing to add new dual credit technical program pathways from the College's approved 2020-2021 pathway offerings to their existing pathway approval form (online and on-site only) must submit their request in writing to the Dual Enrollment Office no later than May 1, 2020, for Academic Year 2020-2021 implementation.

FACULTY QUALIFICATION, SELECTION, HIRING, SUPERVISION AND EVALUATION

The College has established an approval process for selecting and/or approving qualified faculty to teach dual credit courses. Faculty applying to teach in the Dual Enrollment Program must meet the credential requirements as stated in the College's **Statewide Operating Standard ES.1.11, Faculty Credentials** (<http://www.tstc.edu/governance/es>), which includes the criteria used by the College to determine teaching eligibility. Applicants are required to submit all required documents for the hiring process (including a **completed employment application, curriculum vitae (CV) or résumé and transcript copies**) to the TSTC Human Resources Department.

The College will ensure that College Faculty teaching dual enrollment courses have met acceptable national criminal background checks, including fingerprinting.

Each approved Dual Enrollment Instructor member will be supervised by the College's respective Department Chair, or designee, and be evaluated and monitored to ensure quality of instruction and compliance with the College's policies and procedures, in accordance with the standards established by the state of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).

In the event of an investigation of a personnel matter, the College and the High School Partner will work collaboratively and in a timely manner share any and all information necessary.

Employment with TSTC is contingent upon the following:

- The College complies with the Immigration Reform and Control Act; all positions are contingent upon proof of eligibility to accept employment in the United States. Documentation of eligibility must be provided within 72 hours of application.
- Satisfactory evaluation of references and required criminal background checks.
- Satisfactory results of pre-employment medical exam (drug screen only).
- Continued employment is contingent on the required approval, availability of funding, satisfactory performance assessment, and a continued need for the position in the department.
- Employee is held responsible for ensuring that the official transcripts are received by the College no later than his or her 30th day of employment. Failure to do so could result in termination of employment.
- Submission of a completed application, along with required documentation, must be done no later than April 9, 2020.
- Continued employment is contingent on an executed MOU with the partnering school district.

College Dual Enrollment instructors will receive stipend pay to be paid out monthly over the duration of the courses offered and instructed according to course start and end dates. The 2020-2021 stipend system is as follows:

Dual Enrollment Instructor Stipend	\$750 1-2 courses	\$1,250 3-4 courses	\$1,500 5+ courses
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High School Partner and Dual Enrollment Instructor Expectations:

- a) The Dual Enrollment Instructors will follow current college procedures to ensure students attending/participating in the course are officially listed on the roster by the show/no date. Any student not on the roster by the 11th day of class (Census Day) will not be enrolled in the course.
- b) The Dual Enrollment Instructor will report to the designated College faculty member for the program with which he or she is associated.
- c) Dual Enrollment Instructors will submit required reporting documents through Moodle and WebAdvisor (such as: submission of midterm and final grades and validation of rosters) in

accordance with all timelines and due dates. Faculty will attend an annual online training, as required by the College, and submit required credentials (CV and syllabus) accordingly. DE Instructors/Faculty must comply with HB 2504 and submit the required curriculum vitae (CV) and the course syllabus by the appropriate deadline each semester, by using the Syllabus Application available on the TSTC Portal.

Please note: If annual training is not completed by the Dual Enrollment Instructor, the associated pathway will not be offered to the High School Partner.

- d) The High School Partner(s) will allow release time from high school duties for Dual Enrollment Faculty to complete faculty training required by the College.
- e) Each dual enrollment section will be offered based on High School Partner's requests and will require a minimum of 10 officially enrolled College Dual Enrollment students. Additionally, staffing and facility availability will determine course offerings and section capacity for all modes of delivery.
- f) In order to ensure instructional needs are met, the High School Partner(s) will notify the College's Dual Enrollment staff of any Dual Enrollment Instructor personnel changes ninety (90) days prior to the first day of the dual credit section. Any sections with changes in High School personnel within ninety days of the first day of class may be subject to cancellation.
- g) In order to ensure instructional needs are met, if any staffing personnel changes occur due to extended leave, the High School Partner(s) are required to notify the Dual Enrollment Office immediately.

FACILITIES, TEACHING ENVIRONMENT, ENROLLMENT

Facilities

The High School Partner(s) will work with the College to ensure that the High School Partner's facilities meet the expectations and criteria required for college classes, and are appropriate for college-level instruction that include the following:

- 1) High School Partner(s) will ensure that College faculty and dual enrollment students have appropriate access to all available instructional resources and essential technology;
- 2) High School Partner(s) shall permit access to the College's electronic learning resources when the course is taught at the High School Partner; and
- 3) High School Partner(s) offering courses shall meet the laboratory safety standards and have material/equipment that comply with College program requirements.
- 4) High School Partner(s) will ensure the safety and security of the High School facilities where said dual enrollment classes are held on High School leased or owned property.
- 5) The College will ensure the safety and security of the College's facilities where said dual enrollment classes are held on College leased or owned property.

Teaching Environment

The High School Partner(s) are responsible for designating a classroom and lab space conducive to college-level learning, as required for dual credit courses taught face-to-face at the high school.

Enrollment

The High School Partner(s) will designate at least one person responsible for:

- 1) guiding students in the selection of one pathway from the list of programs agreed upon between the High School Partner(s) and the College in the Pathway Offering Form. The enrollment in multiple pathways is not permitted; and
- 2) coordinating and tracking submission of all required documents for admissions and registration; and
- 3) submitting of all required documents for admission and registration to the assigned Dual Enrollment Recruiter by July 2, 2021 ; and
- 4) adhering to all established College deadlines, policies and procedures including but not limited to schedule changes including, additions, drops, and withdrawals; and
- 5) coordinating visits to the closest College campus to receive their Student Identification card and tour the facilities
- 6) working in collaboration with the College's dual enrollment team for all issues regarding dual enrollment, such as admissions, advisement, registration, grading, reporting and programming improvements; and
- 7) attending the College's annual Dual Enrollment Process Update; and
- 8) support dual enrollment students in communication with their instructors in an effort to encourage self-advocacy and the heightened responsibility as a college student.

The College will designate one Dual Enrollment Recruiter responsible for:

- 1) coordinating and tracking submission of all required documents for admissions and registration from the High School Partner(s); and
- 2) submitting documents from High School Partner(s) for admission and registration to the Office of the Registrar; and
- 3) working with the High School Partner's designated Dual Enrollment contact to schedule and perform Application and Registration Drives, College Prep Academy, and pathway offering presentations.

COURSE CURRICULUM, INSTRUCTION, AND GRADING

High School Partner(s) that participate in the Dual Enrollment Program at Texas State Technical College will comply with procedures and guidelines established by the College:

a) **Academic Instructional Calendar**

Dual Credit classes will follow the College Academic Calendar. Exceptions may be arranged through collaboration between the College and the High School Partner.

b) Monitoring Instruction

High School Partner(s) will work with the College so that College personnel will have the opportunity to monitor the quality and rigor of instruction in compliance with the College course syllabus and the standards established by the state of Texas, the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and the High School Partner. The Student Learning designee must conduct a faculty evaluation. The evaluation and training shall include, but not be limited to:

- Coordinated check-ins with the Student Learning designee (face-to-face or online).
- A College end-of-semester course and instructor evaluation completed by students sent to their mymail@tstc.edu email account.
- A mandatory yearly instructor orientation/training session for all DE instructors, offered online during the month of August.

c) Books and Supplemental Materials

The High School Partner(s) will be responsible for obtaining the correct editions of required textbooks, tools, software and/or supplies **on or before the first day of the college class**. All textbooks and/or supplemental materials, software, computer specifications, applicable insurance coverage, uniforms, associated travel expenses related to program competitions/events (e.g., SkillsUSA), chaperone expenses, etc., will be the responsibility of the High School Partner(s). Textbooks, materials, and supplies are available for purchase through the College bookstore at http://www.tstc.edu/student_life/bookstore.

Each semester, the Dual Enrollment Office will share the upcoming semester textbook and additional materials requirements with the High School Partner. A list of required materials will be provided by the DE office and posted on the DE website at de.tstc.edu under the Educators tab.

Please note: Failure to be prepared for class could result in the student's removal from the course.

d) Grading Procedures

All Dual Enrollment Faculty will follow the College grading system as stated in the College's **Statewide Operating Standard ES.4.06, Grading System** (<http://www.tstc.edu/governance/es>) as well as the grading criteria in the department-approved syllabus. A student must earn a grade of C or better in a WECM course to pass.

e) College-Level Coursework

The rigor of college-level coursework can often require time outside of class for the students to meet course learning objectives and outcomes.

f) Student Learning Support Services

All College dual enrollment students and DE instructors have access to the College Learning Resource Center (http://tstc.edu/student_life/learningresource) and learning support services.

g) Student Grievances/Complaints

Procedures for handling student grievances or complaints, as it relates to the college course or

customer service, are applicable to all students, including those enrolled in dual credit courses. Dual enrollment students with grievances or complaints shall follow the procedures as stated in the College's ***Statewide Operating Standard ES.3.24, Student Grievances & Complaints*** (<http://www.tstc.edu/governance/es>) as published in the College Catalog and Student Handbook.

STUDENT ELIGIBILITY

The College requires High School Partner(s) to follow all College enrollment procedures and guidelines for dual enrollment students. All students must meet dual enrollment admissions and eligibility requirements as outlined by the Texas Higher Education Coordinating Board laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D and Subchapter G Rule § 4.85, and as stated in the College's ***Statewide Operating Standard ES.4.07, Admission of Students*** (<http://www.tstc.edu/governance/es>).

The Texas Success Initiative (TSI) is a program designed to assess students' readiness for postsecondary coursework and provide appropriate interventions, services and instructional activities to prepare students for success in college-level courses. Dual Enrollment students must take the TSI assessment prior to enrolling with the College unless otherwise exempt or waived.

COMPOSITION OF CLASS

Dual credit courses will be composed as defined by the Texas Higher Education Coordinating Board laws and regulations, the Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D and Subchapter G Rule § 4.85.

The High School Partner(s) may not enroll both dual credit and non-dual credit students in the same section, unless the creation of a high school credit-only class is not financially viable for the high school and only under one of the following conditions:

- a) If the course is required for completion under State Board of Education High School graduation requirements, and the school is otherwise unable to offer such a course.
- b) If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students
- c) If the course is a career and technology/college workforce education course and the high school credit-only students are eligible to earn articulated college credits.

CAMPUS ACTIVITY AND TRANSPORTATION

The College assumes no obligation or responsibility for the transportation of students to or from the College's campus or training facilities. Students that have a free period while on the College's campus will not be monitored, and the High School Partner(s) hold the College harmless for any death, personal injury, property damage and/or campus disruption caused by High School Partner(s) personnel or their students. The College is not responsible for High School Partner's students who leave the College's grounds.

STUDENT RIGHTS AND RESPONSIBILITIES

Dual enrollment students must abide by the Code of Student Conduct outlined in the current College Catalog and Student Handbook. Dual enrollment students will be dismissed for disruptive behavior and referred to their high school principal or designee for disciplinary action on the high school side. Dual Enrollment students attending classes on the College's campus will be treated as college students and are responsible for knowing all rules and regulations of the College. Student conduct violations will be handled through the Code of Student Conduct, ***Statewide Operating Standard ES 3.23, Student Rights and Responsibilities*** (<http://www.tstc.edu/governance/es>).

STUDENT SUPPORT SERVICES

The College and the High School Partner(s) will adhere to Section 504 of the Americans with Disabilities Act Amendments Act (ADAAA). Students in dual enrollment courses will have access to the same or comparable support services that are afforded College students on the main campus. The College is responsible for ensuring timely and efficient access to Student Support Services. Services such as these may require a signed student and/or parent consent form to receive services.

The College will adhere to and comply with current College policies and procedures, and federal, state and local laws, that govern the College for individuals and/or students with disabilities that require accommodations.

The High School Partner(s) agree that in classes for which college credit is awarded, accommodations will need to meet standards under the ADAAA and Section 504, subpart E, and will adhere to the College's current policies and procedures for determining reasonable accommodations and grievances. Service coordination and costs of required accommodations will be afforded through a collaborative effort.

The High School Partner(s) agree that classes in which high school credit is awarded, the ADAAA and Section 504, subpart D, accommodations will be the responsibility of the High School Partner(s). If an accommodation fundamentally alters the course, college credit will not be awarded.

Building and information technology access will be the responsibility of the owner/provider of that infrastructure, including access to web-based curriculum materials.

Students with disabilities who require accommodations will be required to self-disclose with the College's Disability Services Office.

It is the responsibility of the dual enrollment students, their parents/legal guardians or sponsoring agents to provide health and accident insurance for the dual enrollment students. Further, the dual enrollment students, their parents/legal guardians or sponsoring agents will hold the College harmless and waive any claims, past, current or future, they may have for any death, personal injury, property damage or accidents involving students or visitors while on the College's campus or off-campus instructional site locations.

PATHWAYS ALIGNMENT

The College will offer a comprehensive guide to the alignment of High School endorsements, dual credit courses, postsecondary pathways, credentials at the institution, and industry certifications.

TRANSCRIPTION OF CREDIT

A college grade shall be transcribed upon completion of the semester for the courses in which they are officially enrolled and will adhere to the current grading policy. The High School Partner(s) agree to evaluate the learning objectives to be achieved by students completing the College’s dual credit college courses and to transcribe credit on the student’s high school transcript accordingly.

ARTICULATED CREDIT

The College will not offer articulated credit as an alternative to dual credit to the High School Partner(s).

FINANCE AND FUNDING

*a) **Tuition and Fees***

Dual enrollment courses are offered at a reduced tuition waiver and fee rate of \$33.00 per credit hour. Refunds will follow **Statewide Operating Standard FA 1.9, Refund of Tuition and Fees** (<http://www.tstc.edu/governance/fa>). Dual enrollment student eligibility and enrollment requirements must be met for the tuition waiver to apply.

*b) **Invoicing***

The College will invoice the High School Partner(s) for all applicable tuition and fee charges under the sponsorship billing process. Invoicing will start after the refund period ends on the official census date of the term (11th class day). Student registration for subsequent academic terms will not be completed until payment is received. The High School Partner(s) will assign a designated Business Office contact to work with the College’s Student Accounting office regarding invoices.

Business Office Contact Name: _____

Email Address: _____

Phone Number: _____

FERPA

The Parties agree to maintain the records for all students by all applicable federal, state and local laws. For the purposes of this agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the College hereby designates the High School Partner as a school official with legitimate education-related interests in the educational records of the students who participate in the dual

enrollment program to the extent that access to the records is required by the High School Partner to carry out the functions of the program. The Parties agree to maintain the confidentiality of the students' educational records in accordance with the provisions of FERPA. The Parties shall not release educational records to any third party without written consent by the affected student.

MEMORANDUM OF UNDERSTANDING (MOU)

Any change to the terms of this MOU must be presented in written form and agreed upon by both the College and the High School Partner at least thirty (30) days before any term or provision may be changed.

TEXAS PUBLIC INFORMATION ACT

Notwithstanding any provisions of this MOU to the contrary, the High School Partner understands that the College will comply with the Texas Public Information Act, Gov't Code, Chapter 552 as interpreted by judicial opinions and opinions of the attorney general of the state of Texas. The College will notify High School Partner of receipt of a request for information related to this MOU. High School Partner will cooperate with the College in the production of documents responsive to the request.

High School Partner may request that the College seek an opinion from the attorney general of the state of Texas; however, the College will not honor High School Partner's request for an opinion if the request is not based upon a reasonable interpretation of the Texas Public Information Act. Additionally, High School Partner will notify the College's Office of General Counsel of any third-party requests for information that was provided by the state of Texas for use in conducting this MOU. This MOU and all data and other information generated or otherwise obtained in the performance of its responsibilities under this MOU may be subject to the Texas Public Information Act. High School Partner is required to make any information created or exchanged with the state pursuant to this MOU, and not otherwise excepted, from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state. High School Partner agrees to maintain the confidentiality of information received from the state of Texas during the performance of this MOU, including information which discloses confidential personal information, particularly, but not limited to, Social Security numbers.

COUNTERPARTS

This MOU may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one and the same document.

EFFECTIVE DATE AND TERM

The effective date of this MOU is active upon signature of all parties and applies to the **2020-2021 academic year**.

SIGNATURES

The persons signing this MOU represent, each to the other, that they are authorized to sign for and bind their respective institutions.

Texas State Technical College
26706 Southwest Fwy
Rosenberg, TX 77471

By:

Date:

Edgar Padilla
Senior Vice President of Strategic Partnerships

By:

Date:

Randall Wooten
TSTC Campus Provost

High School Partner (ISD/Entity)

3911 Avenue I
Rosenberg, Tx. 77471

By:

Date:

Thomas Randle
Superintendent Lamar CISD

**CONSIDER APPROVAL OF A RESOLUTION TO MODIFY REQUIREMENTS OF
BOARD POLICY EIC(LOCAL) FOR THE GRADUATING CLASS OF 2020**

RECOMMENDATION:

That the Board of Trustees approve a resolution modifying the final ranking and honors requirements of Board Policy EIC(LOCAL) for the graduating Class of 2020.

IMPACT/RATIONALE:

As is required by Texas Education Code chapters 51 and 61, school districts must rank the top 10% and 25% of each year's graduating class to match the admission requirements at the state's institutions of higher education. Current Board Policy EIC(LOCAL) dictates that the final rank and honors conferred on each graduating class be determined by grades collected through the fifth six-weeks grading period of each student's senior year.

Due to the ongoing closure of Texas public schools through at least May 4, and the rapid shift to online learning, grades for the fifth six-weeks will not be available to meet this requirement. Therefore, administration is recommending modifying this requirement, such that final rank and honors be determined for the graduating Class of 2020 only based on grades available through the fourth six-weeks grading period of the 2019-2020 school year, which was completed on February 21, 2020.

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

**RESOLUTION TO MODIFY PORTIONS OF BOARD POLICY EIC (LOCAL)
FOR THE GRADUATING CLASS OF 2020**

WHEREAS, Board Policy EIC (LOCAL) requires the use of grades gathered through the fifth six-week grading period of a student's senior year to determine final class rank and honors conferred; and,

WHEREAS, Chapters 51 and 61 of the Texas Education Code require districts to establish a procedure to rank the top ten percent and top twenty-five percent of each graduating class to qualify for automatic or general admission into the state's institutions of higher education; and,

WHEREAS, Governor Greg Abbott has closed all Texas public schools until at least May 4, 2020 to respond to the historic challenges of containing COVID-19 and that Commissioner Mike Morath has hence requested all Texas public schools to explore new and uncharted means and methods of continuing to provide quality educational opportunities to our students;

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District hereby modifies the requirements of Board Policy EIC (LOCAL) for the 2019-2020 school year only, such that grades gathered through the fourth six-weeks are used to determine final class rank and honors to be conferred upon the graduating Class of 2020.

Adopted this 16th day of April 2020 by the Board of Trustees of the Lamar Consolidated Independent School District.

Kay Danziger, President

Mandi Bronsell, Secretary

**CONSIDER APPROVAL OF A RESOLUTION TO TEMPORARILY MODIFY
REQUIREMENTS OF BOARD POLICY EIA(LOCAL) AND EIE(LOCAL)**

RECOMMENDATION:

That the Board of Trustees approve a resolution modifying the guidelines for grading requirements in Board Policy EIA(LOCAL) and promotion/retention requirements in Board Policy EIE(LOCAL).

IMPACT/RATIONALE:

As required by the current Board Policy EIA(LOCAL), the Superintendent or designee must ensure that each campus or instructional level develops guidelines for teachers to follow in determining grades for students and that these guidelines shall ensure that grading reflects a student's relative mastery of an assignment.

As outlined in Board Policy EIE, Texas Education Code chapter 28 requires the use of a combination of grades and STAAR scores (grades 5 and 8) to determine promotion and retention of students below the high school level.

Due to the ongoing closure of Texas public schools through at least May 4, 2020, the suspension of the STAAR test, and the rapid shift to online learning, administration is recommending a one-time modification of the requirements of these policies to allow:

- Grading guidelines for Grades Kindergarten-12 to be based on standards as established by the Superintendent as appropriate for the current circumstances; and,
- Promotion and retention requirements for Grades 1-8 to be based on standards as established by the Superintendent as appropriate for the current circumstances.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Katie Marchena, Executive Director of Teaching and Learning
 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

**RESOLUTION TO MODIFY PORTIONS OF BOARD POLICY REGARDING
EIA (LOCAL) AND EIE (LOCAL)**

WHEREAS, Governor Greg Abbott has closed all Texas public schools until at least May 4 and suspended the STAAR tests to respond to the historic challenges of containing COVID-19;

WHEREAS, on March 16, 2020, Lamar Consolidated Independent School District closed schools as a precautionary measure to prevent or mitigate the spread of COVID-19, ceased all in-person instruction and began preparing to launch online instruction, and later extended the suspension of normal operations through Friday, May 1, 2020;

WHEREAS, during this unprecedented public health emergency certain temporary modifications to the District's instructional grading and reporting procedures will provide clarity to students and facilitate the most equitable transition for all students to online learning;

WHEREAS, on March 30, 2020, the Texas Education Agency (TEA) provided guidance on grading during school closures resulting from the COVID-19 pandemic, noting that districts may temporarily modify or suspend parts of grading policies to account for the transition to online learning format, and emphasizing that evaluation of student work, assignment of grades and award of credit focus on a students' demonstrated proficiency in the essential knowledge and skills for each course;

WHEREAS, the TEA has suspended all state-mandated assessment for the spring 2020;

WHEREAS, Board Policy EIA (LOCAL) states that "The Superintendent or designee shall ensure that each campus or instructional level develops guidelines for teachers to follow in determining grades for students. These guidelines shall ensure that grading reflects a student's relative mastery of an assignment and that a sufficient number of grades are taken to support the grade average assigned. Guidelines for grading shall be clearly communicated to students and parents."

WHEREAS Board Policy EIE (LOCAL) states "Promotion and course credit shall be based on mastery of the curriculum" and "mastery shall be determined as follows: (1) Course assignments and unit evaluation shall be used to determine student grades in a subject. An average of 70 or higher shall be considered a passing grade; [and] (2) Mastery of the skills necessary for success at the next level shall be validated by assessments that may either be incorporated into unit or final exams or may be administered separately. Mastery of at least 70 percent of the objectives shall be required."

WHEREAS Board Policy EIE (LOCAL) states "In grades 1–5, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) in reading, language arts, social studies, science/health, and mathematics, and a grade of 70 or above in reading and mathematics. Additionally, any student in grades 1–2 who fails to master the District's required reading levels may be retained."

WHEREAS Board Policy EIE (LOCAL) "In grades 6–8, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) for all subject areas and a grade of 70 or above in each of the following four courses: language arts (the average of English and reading), mathematics, science, and social studies."

WHEREAS Board Policy EIE (LOCAL) states “[i]f a student fails to demonstrate proficiency on a state-mandated assessment, the student shall be provided accelerated instruction in accordance with state law.”

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District, acknowledging that the COVID-19 public health emergency has necessitated an adjustment of grading and reporting policies, hereby suspends during the spring of 2020, the provisions in Board Policies EIA(LOCAL) and EIE(LOCAL) presented herein regarding academic achievement and grading, and directs the Administration to modify administrative procedures to align with adoption of this Resolution as set forth herein:

1. During the final grading period the numerical grading scale shall be replaced for all students with “Satisfactory” or “Needs Improvement” grades;
2. In grades Kindergarten through 5th grade, promotion and grade-level advancement shall be based on the numeric grades from the first three grading periods and considerations of proficiency of the TEKS demonstrated during the fourth grading period;
3. In grades 6- 8, promotion and grade-level advancement shall be based on the numeric grades from the first five grading periods and considerations of proficiency of the TEKS demonstrated during the sixth grading period;
4. At the end of the 6th Six Weeks grading period, the grades “Satisfactory” or “Needs Improvement” shall be reported as a numerical grade for all high school credit courses, with “Satisfactory” = 100% and “Needs Improvement” = 69%.
5. All references to statewide assessments in Board policy are waived due to TEA’s suspension of these tests for this spring 2020 semester.

The Board acknowledges that the Superintendent has authority to make additional modifications to administrative procedures implementing policies EIA (LOCAL) and EIE (LOCAL), consistent with this Resolution, to facilitate online learning during the spring 2020 semester in a manner that is fair, consistent, and equitable for all students.

Adopted this 16th day of April 2020 by the Board of Trustees of the Lamar Consolidated Independent School District.

Kay Danziger, President

Mandi Bronsell, Secretary

Phase II - Grading Guidance

Elementary

- Teachers are encouraged to provide a variety of ways for students to demonstrate understanding.
- Six minor grades will be recorded during the 4th Nine Weeks for each core subject. This is approximately one graded assignment per week, per content area. No grades will be recorded for P.E., Art, or Music.
- All grades will be considered minor grades and no major grades will be taken.
- When grades are entered, teachers must enter an I (Incomplete) for any assignment that has not been turned in. The I will act as a placeholder for the time being and will be changed once that student turns in the assignment.
- If a student has acquired numerous I-Incompletes and/or there are concerns about students being unable to access the remote learning opportunities, please make contact with a parent or legal guardian and record the contact on your Parent Contact Log. After parent contact, if there is no progress please contact an administrator.
- There will be no penalty for assignments submitted late.
- A teacher shall provide corrective instruction and a reasonable opportunity to reassess failure to master TEKS.
- Teachers must provide accommodations and/or modifications based on a student's IEP, 504 Plan or LPAC documentation. Teachers must also keep record of the accommodations and/or modifications provided.
- **PRE-KINDERGARTEN**
 - S = Satisfactory Progress – indicates achievement is within the range of expectations for the child's age and grade placement.
 - N = Needs Improvement – indicates that the child is having difficulty in the skill areas marked.
- **KINDERGARTEN**
 - S = Satisfactory Progress – indicates achievement is within the range of expectations for the child's age and grade placement.
 - N = Needs Improvement – indicates that the child is having difficulty in the skill areas marked.
 - No Unsatisfactory (U) grades will be recorded for the 4th Nine Weeks.
- **FIRST THROUGH FIFTH GRADE (4th Nine Weeks)**
 - In place of a numeric grade, the teacher will input the following in Skyward for each assignment:
 - S = Satisfactory Progress – indicates achievement is within the range of expectations for the child's age and grade placement.
 - N = Needs Improvement – indicates that the child is having difficulty in the skill areas marked.
 - I = Incomplete – indicates that the child did not participate or turn in the assignment.
- **3rd NINE WEEKS** – 3rd Nine Weeks progress report grades will be printed on the final report card with a special COVID-19 notation.

- **PROMOTION/RETENTION** – Final Year-End Averages will not be calculated for the 2019-2020 school year. In grades 1-5, promotion to the next grade level shall be based on proficiency on course and grade-level standards (Texas Essential Knowledge and Skills) in reading, language arts, and mathematics.

Middle School and Jr. High

- Teachers are encouraged to provide multiple ways for students to demonstrate understanding.
- All grades will be considered minor grades and no major grades will be taken.
- When grades are entered, teachers must enter an I (Incomplete) for any assignment that has not been turned in. The I will act as a placeholder for the time being and will be changed once that student turns in the assignment.
- If a student has acquired numerous Incompletes and/or there are concerns about students being unable to access the virtual curriculum, please make contact with a parent or legal guardian. After parent contact, if there is no progress please contact an administrator.
- There will be no penalty for assignments submitted late.
- A teacher shall provide corrective instruction and a reasonable opportunity to reassess failure to master TEKS.
- Teachers must provide accommodations and/or modifications based on a student's IEP, 504 Plan or LPAC documentation. Teachers must also keep record of the accommodations and/or modifications provided.
- **1ST SEMESTER GRADES** – Have been calculated using the 1st, 2nd, and 3rd Six Weeks grades and the fall semester Final Exam grade.
- **2ND SEMESTER GRADES** –
 - 4th Six Weeks grades were finalized at the end of the grading period.
 - 5th Six Weeks –
 - Students will have until Friday, April 24 at 4:00 PM to submit missing work and makeup assignments from February 24 – March 6. Additional time is being provided due to the disruption in classroom instruction caused by the COVID-19 virus.
 - A Grade Change Request will need to be submitted in Skyward for any grade updates required after the close of the grading period on Friday, April 17.
 - 6th Six Weeks – April 20 – June 4
 - In place of a numeric grade, the teacher will enter the following in Skyward for each assignment:
 - S = Satisfactory – indicates achievement is within the range of expectations for the student's age and grade placement.
 - N = Needs Improvement – indicates that the student is having difficulty in the skill areas marked.
 - I = Incomplete – indicates that the student did not participate or turn in the assignment.
 - There will be no 2nd Semester Final Exams.
- **PROMOTION/RETENTION** – Promotion to the next grade level shall be based on proficiency on course and grade-level standards (Texas Essential Knowledge and Skills) in reading, language arts and mathematics.

High School

- Teachers are encouraged to provide multiple ways for students to demonstrate understanding.
- All grades will be considered minor grades and no major grades will be taken.
- When grades are entered, teachers must enter an I (Incomplete) for any assignment that has not been turned in. The I will act as a placeholder for the time being and will be changed once that student turns in the assignment.
- If a student has acquired numerous Incompletes and/or there are concerns about students being unable to access the virtual curriculum, please make contact with a parent or legal guardian. After parent contact, if there is no progress please contact an administrator.
- There will be no penalty for assignments submitted late.
- A teacher shall provide corrective instruction and a reasonable opportunity to reassess failure to master TEKS.
- Teachers must provide accommodations and/or modifications based on a student's IEP, 504 Plan or LPAC documentation. Teachers must also keep record of the accommodations and/or modifications provided.
- **1ST SEMESTER GRADES** – Have been calculated using the 1st, 2nd, and 3rd Six Weeks grades and the fall semester Final Exam grade.
- **2ND SEMESTER GRADES** – Will be calculated using the 4th Six Weeks grade as reported and the following for the remainder of the year:
 - 5th Six Weeks –
 - Students will have until Friday, April 24 at 4:00 PM to submit missing work and makeup assignments from February 24 – March 6. Additional time is being provided due to the disruption in classroom instruction caused by the COVID-19 virus.
 - A Grade Change Request will need to be submitted in Skyward for any grade updates required after the close of the grading period on Friday, April 17.
 - 6th Six Weeks – April 20 – June 4:
 - In place of a numeric grade, the teacher will input the following in Skyward for each assignment:
 - S = Satisfactory – indicates achievement is within the range of expectations for the student's age and grade placement.
 - N = Needs Improvement – indicates that the student is having difficulty in the skill areas marked.
 - I = Incomplete – indicates that the student did not participate or turn in the assignment.
 - At the end of the 6th Six Weeks grading period, the grades "Satisfactory" or "Needs Improvement" shall be reported as a numerical grade for all high school credit courses, with "Satisfactory" = 100% and "Needs Improvement" = 69%.
 - There will be no 2nd Semester Final Exams.
- **GPA** – Grades earned in the 2nd semester of the 2019-2020 academic year will not be included in GPA calculations.

**DISCUSSION AND APPROVAL OF PROPOSED DATES FOR REGULAR BOARD
MEETINGS AND WORKSHOPS FOR THE 2020-2021 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the following regular board meeting and workshop schedule for the 2020-2021 school year.

June

16* Regular Board Meeting *

July

NO MEETING

August

6 Special Board Meeting
18 Board Workshop
20 Regular Board Meeting

September

15 Board Workshop
17 Regular Board Meeting

October

13 Board Workshop
15 Regular Board Meeting

November

17 Board Workshop
19 Regular Board Meeting

December

15 Board Workshop
17 Regular Board Meeting

January

19 Board Workshop
21 Regular Board Meeting

February

16 Board Workshop
18 Regular Board Meeting

March

23 Board Workshop
25 Regular Board Meeting

April

13 Board Workshop
15 Regular Board Meeting

May

18 Board Workshop
20 Regular Board Meeting

The following conferences are scheduled for 2020-2021:

- TASB Summer Leadership Institute – June 18 - 20, 2020 – San Antonio
- TASA/TASB Convention – October 2 – 4, 2020 – Dallas
- Governance Camp – March 3 – 6, 2021 – Galveston Island
- National School Boards Association Conference – April 10 – 12, 2021 – New Orleans, LA

* Summer Leadership Institute begins on Thursday, June 18th.

IMPACT/RATIONALE:

Each year the board sets the dates for its regular school board meetings for the coming year. Board workshops are scheduled for 6:30 p.m. and all regular meetings are scheduled for 7:00 p.m. at the Brazos Crossing Administration Building, 3911 Avenue I, Rosenberg.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER RATIFICATION OF QUARTERLY INVESTMENT REPORT
DECEMBER 2019 THROUGH FEBRUARY 2020**

RECOMMENDATION:

That the Board of Trustees ratify the quarterly investment report as submitted for the quarter ending February 29, 2020.

IMPACT/RATIONALE:

This report is required by state law and local policy CDA and includes all the pertinent information regarding the District's current investments. Investment officers for the District will be present at the meeting to answer any questions about the report and the District's cash and investment position.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**Lamar Consolidated Independent School District
Quarterly Report of Investment Activity
for the quarter ending February 29, 2020**

Preface

House Bill 2459 amended the section of the Education Code that dealt with the investment of school district funds. Code Section 2256.023 as amended requires that the Investment Officer of the District prepare and submit to the Board of Trustees a report of investment activity and position on a quarterly basis. The attached report complies, to the best of our knowledge and ability, with the requirements, and covers the period December 1, 2019 through February 29, 2020.

Investment Strategy by Fund

GENERAL FUND STRATEGY:

Investments purchased will be limited to those authorized by the District's investment policy, Board Policy CDA (Legal) and CDA (Local), and be diversified by security type and institution. To the extent possible, the District will attempt to match its investments with anticipated cash flow requirements. Investments may be made in short term securities to maintain appropriate liquidity levels, avoid market risk, and generate superior returns during periods of rising interest rates. The District will limit its maximum stated maturities to one year, unless specific authority to exceed is given by the Board of Trustees (prior to purchase). The District will determine what the appropriate average weighted maturity of the portfolio should be based on the surrounding economic climate. This determination will be made on a periodic basis, by analysis of economic data, at least annually. Investments should be purchased with the intent of holding until maturity.

Reserve funds may be invested in securities exceeding one year if the maturity of such investments is made to coincide with the expected use of the funds. The ability to invest these types of funds should be disclosed to the Board of Trustees, including appropriate time restrictions, if any exist.

DEBT SERVICE FUND STRATEGY:

The investment strategy for the Debt Service Fund is the same as that for the General Fund above, with the following exceptions. The weighted average maturity of investments for the fund may be slightly greater due to the timing of disbursements. The greatest outflow of funds occurs in February and August of each year, when bond interest and/or principal is due. Based on published debt service schedules, investments purchased will mature prior to these obligations and need for funds. Other cash requirements will be considered prior to investment.

The District does not anticipate the existence of significant reserve funds for the Debt Service Fund.

CAPITAL PROJECTS FUND STRATEGY:

Generally, the investment strategy for the Capital Projects Fund is the same as that of the General Fund. The remaining bond proceeds are currently invested in Texpool, Lone Star, MBIA Texas CLASS, TexStar and Texas Term Daily Fund Investment Pools. The yield on the funds varies with the rates for the pools as a whole. As required by law, the District will monitor the investment earnings on the bond proceeds and comply with federal arbitrage regulations.

FOOD SERVICE, WORKMEN'S COMPENSATION, HEALTH INSURANCE TRUST, AND TRUST AND AGENCY FUNDS STRATEGY:

The investment strategy for each of these funds is the same as that of the General Fund.

INVESTMENT POSITION AT FEBRUARY 29, 2020

Securities are purchased to maximize the investment earnings of the District's portfolio and to minimize idle cash balances in demand deposit accounts at the depository bank, while maintaining the liquidity required to meet currently maturing obligations such as payroll and scheduled payments for accounts payable and bonded indebtedness.

The attached report provides details of ending cash and investment balances for each of the past three months and interest earned.

COST TO FAIR MARKET VALUE COMPARISON

The cost to fair market value comparison follows in a separate section. All investable funds were deposited with authorized investment pools as of February 29, 2020. Pertinent details at February 29, 2020 of each pool in which the District had funds invested follows:

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
Texpool	1.00	\$28,102,718,570	\$28,109,518,921	0.7945%

The dollar weighted average maturity of the pool's portfolio for February 2020 was 30 days.

Lone Star, Government Overnight Fund	1.00	\$ 6,029,247,394	\$ 6,029,953,302	1.8633%
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The dollar weighted average maturity of the portfolio for the Government Overnight Fund for February 2020 was 26 days.

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
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MBIA, Texas CLASS	1.00	\$13,530,525,871	\$13,533,111,498	0.3952%
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The dollar weighted average maturity of the portfolio for Texas CLASS Fund for February 2020 was 58 days.

Texas Term, Daily Fund	1.00	\$3,444,989,409	\$3,446,181,493	1.5756%
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The dollar weighted average maturity of the portfolio for TEXAS TERM/DAILY Fund for February 2020 was 42 days.

TexStar,	1.00	\$9,669,676,299	\$9,671,875,580	1.4398%
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The dollar weighted average maturity of the portfolio for TEXSTAR Fund for February 2020 was 30 days.

This report includes all information required by law to be presented to the Board of Trustees on a quarterly basis. We will be pleased to present additional information in this report in the future, if requested. The District's portfolio and investment management strategy is simple and conservative, which facilitates presentation of the required information.

We hereby certify that this report is a true and accurate description of the investment portfolio of the Lamar Consolidated Independent School District for the period ending February 29, 2020. This report fully discloses all material aspects of the District's cash and investment position for the quarter then ended. All investments are in compliance with the Public Funds Investment Act (HB 2459) and local investment policy.


Submitted by:


 Jill Ludwig,
 Chief Financial Officer

Date: 4/8/2020


 Yvonne Dawson
 Director of Budget & Treasury

Date: 4/8/2020


 Michele Reynolds
 Director of Finance

Date: 4/8/2020

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING FEBRUARY 29, 2020

<u>DEMAND DEPOSIT ACCOUNT BALANCES¹</u>	<u>12/31/2019</u>	<u>1/31/2020</u>	<u>2/29/2020</u>
General Fund	5,221,751	3,904,323	5,934,349
Special Revenue Funds (Combined)	3,570,468	2,488,411	2,906,332
Debt Service Fund	2,513,054	2,510,804	2,686,553
Capital Projects Fund	398,454	348,579	460,839
Workmen's Compensation and Health Insurance Trust Funds	634,341	1,193,801	1,182,813
Trust and Agency Funds, excluding Student Activity Funds	33,670	33,670	33,670
Student Activity Funds	2,824,414	2,714,684	2,712,080
Total Demand Deposits/Cash on Hand	<u>15,196,152</u>	<u>13,194,272</u>	<u>15,916,636</u>

¹ Balances presented are reconciled balances per book and will differ slightly from actual cash balances reported in the monthly bank statements. Also, totals above include insignificant amounts of cash on hand.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING FEBRUARY 29, 2020

	<u>INVESTMENT POOLS*</u>		
	<u>12/31/2019</u>	<u>1/31/2020</u>	<u>2/29/2020</u>
General Fund			
Texpool	62,726,991	135,332,569	141,229,698
Lone Star	2,761,158	2,764,862	2,768,292
Texas CLASS	16,362,808	16,388,580	16,411,593
Food Service Fund			
Texpool	2,207,043	3,785,233	3,790,017
Lone Star	95,364	95,492	95,611
Debt Service Fund			
Texpool	19,910,551	53,838,351	16,740,552
Lone Star	4,621,216	4,627,414	3,074,560
Texas CLASS	828	829	830
TexasTerm/Daily	1,860,135	1,862,672	1,864,989
TexSTAR	6,731,951	6,740,821	6,749,197
Capital Projects Fund			
Texpool	82,117,064	81,487,563	58,968,322
Lone Star	108,904,547	106,010,152	106,030,354
Texas CLASS	36,977,156	37,031,340	37,060,895
TexasTerm/Daily	56,260,519	52,516,882	52,415,834
TexSTAR	136,079,749	136,259,044	132,470,640
Workmen's Compensation and Health Insurance Trust Funds			
Texpool	3,560,193	2,834,044	2,467,546
Lone Star	422,174	422,740	373,209
Special Revenue Funds			
Texpool	56,117	56,193	56,264
Student Activity Funds			
Texpool	36,892	36,942	36,989
Total Investment in Pools	541,692,456	642,091,723	582,605,402
Summary of Interest Earned by Month			
Texpool	220,965	340,783	334,388
Lone Star	161,051	154,292	140,156
Texas CLASS	81,291	79,957	72,524
TexSTAR	189,482	188,165	176,383
Texas Term/Daily	82,026	77,203	67,768
Total Interest Earned from Investment Pools	734,815	840,400	791,219
Average Yield by Month			
Texpool	1.62	1.59	1.59
Lone Star	1.62	1.58	1.57
Texas CLASS	1.88	1.86	1.77
TexSTAR	1.56	1.55	1.56
Texas Term/Daily	1.66	1.61	1.58

* See supplemental report attached for balances at February 29, 2020 and details of transactions.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
DETAILS OF TRANSACTIONS FOR INVESTMENT POOLS

INVESTMENT POOLS	12/1/2019	DEPOSITS	WITHDRAWALS	12/31/2019	DEPOSITS	WITHDRAWALS	1/31/2020	DEPOSITS	WITHDRAWALS	2/29/2020
General Fund										
Texpool	45,471,892	42,599,036	(25,343,937)	62,726,991	207,299,277	(134,693,699)	135,332,569	59,587,905	(53,690,776)	141,229,698
Lone Star	2,757,363	3,795	-	2,761,158	3,704	-	2,764,862	3,430	-	2,768,292
Texas CLASS	16,336,692	26,116	-	16,362,808	25,772	-	16,388,580	23,013	-	16,411,593
Food Service Fund										
Texpool	2,204,006	3,037	-	2,207,043	1,578,190	-	3,785,233	4,784	-	3,790,017
Lone Star	95,233	131	-	95,364	128	-	95,492	119	-	95,611
Debt Service Fund										
Texpool	8,302,693	11,607,858	-	19,910,551	74,789,362	(40,861,562)	53,838,351	21,262,005	(58,359,804)	16,740,552
Lone Star	4,614,864	6,352	-	4,621,216	6,198	-	4,627,414	4,677	(1,557,531)	3,074,560
Texas CLASS	827	1	-	828	1	-	829	1	-	830
Texas Term/Daily	1,857,510	2,625	-	1,860,135	2,537	-	1,862,672	2,327	-	1,864,999
TexSTAR	6,723,019	8,932	-	6,731,951	8,870	-	6,740,821	8,376	-	6,749,197
Capital Projects Fund										
Texpool	92,162,460	121,495	(10,166,891)	82,117,064	111,017	(740,518)	81,487,563	91,760	(22,611,001)	58,968,322
Lone Star	109,676,680	150,192	(822,325)	108,904,547	143,696	(3,038,091)	106,010,152	131,461	(111,259)	106,030,354
Texas CLASS	36,952,593	55,174	(30,611)	36,977,156	54,184	-	37,031,340	49,510	(19,955)	37,060,895
Texas Term/Daily	56,214,628	79,402	(33,511)	56,260,519	74,666	(3,818,303)	52,516,882	65,441	(166,489)	52,415,834
TexSTAR	135,899,199	180,550	-	136,079,749	179,295	-	136,259,044	168,007	(3,956,411)	132,470,640
Workmen's Compensation and Health Insurance Trust Funds										
Texpool	4,430,485	1,574,708	(2,445,000)	3,560,193	1,573,851	(2,300,000)	2,834,044	1,573,502	(1,940,000)	2,467,546
Lone Star	421,594	580	-	422,174	566	-	422,740	469	(50,000)	373,209
Special Revenue Funds										
Texpool	56,040	77	-	56,117	76	-	56,193	71	-	56,264
Student Activity Funds										
Texpool	36,841	51	-	36,892	50	-	36,942	47	-	36,989
Total Investment in Pools	524,214,619	56,420,112	(38,942,275)	541,692,456	285,851,440	(185,452,173)	642,091,723	82,976,905	(142,463,226)	552,605,402

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 March 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 MARCH 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 March total \$35,160,376 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	19,574,304
614	Employee Benefits	863,298
621	Professional Services	41,560
622	Tuition and Transfer Payments	1,089
624	Contracted Maintenance and Repair Services	162,635
625	Utilities	180,897
626	Rentals and Operating Leases	15,784
629	Miscellaneous Contracted Services	270,980
631	Supplies and Materials for Maintenance and Operations	212,918
632	Textbooks and Other Reading Materials	54,125
633	Testing Materials	1,350
634	Food Service	354,192
639	General Supplies and Materials	257,276
641	Travel and Subsistence -- Employee and Student	47,861
649	Miscellaneous Operating Costs/Fees and Dues	5,606
661	Land Purchase and/or Improvements	37,856
662	Building Purchase, Construction, and/or Improvements	13,014,432
663	Furniture & Equipment - \$5,000 or more per unit cost	61,491
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	2,722
	Total	35,160,376

PROGRAM DESCRIPTION:

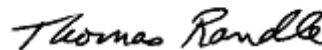
The report above represents all expenditures made during the month of March 2020. The detailed check information is available upon request.

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 MARCH 31, 2020**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	172,445,862.00	165,507,182.00	(6,938,680.00)	96.0%
5800-STATE PROGRAM REVENUES	142,094,922.00	63,204,338.00	(78,890,584.00)	44.5%
5900-FEDERAL PROGRAM REVENUES	4,425,000.00	3,065,531.00	(1,359,469.00)	69.3%
TOTAL- REVENUES	318,965,784.00	231,777,051.00	(87,188,733.00)	72.7%
EXPENDITURES				
6100-PAYROLL COSTS	269,297,417.00	148,461,100.00	120,836,317.00	55.1%
6200-PROFESSIONAL/CONTRACTED SVCS.	29,150,922.00	11,751,331.00	17,399,591.00	40.3%
6300-SUPPLIES AND MATERIALS	16,133,674.00	7,413,394.00	8,720,280.00	45.9%
6400-OTHER OPERATING EXPENDITURES	6,022,485.00	3,047,751.00	2,974,734.00	50.6%
6600-CAPITAL OUTLAY	1,849,815.00	648,256.00	1,201,559.00	35.0%
TOTAL-EXPENDITURES	322,454,313.00	171,321,832.00	151,132,481.00	53.1%

**Local Investment Pools
as of March 31, 2020**

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	3,790,017.74	0.00	1,000,000.00	2,879.44	2,792,897.18
General Account	124,733,713.25	0.00	18,318,937.50	100,309.81	106,515,085.56
Health Insurance	2,412,541.12	1,527,270.83	2,700,000.00	2,534.66	1,242,346.61
Workmen's Comp	55,005.18	41,666.67	80,000.00	42.04	16,713.89
Property Tax	22,182,713.46	3,564,623.61	0.00	20,264.51	25,767,601.58
Vending Contract Sponsor	303,793.29	0.00	0.00	258.90	304,052.19
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Capital Projects Series 2005	1,063,601.16	0.00	0.00	906.36	1,064,507.52
Student Activity Funds	36,986.21	0.00	0.00	31.46	37,017.67
Taylor Ray Donation Account	54.72	0.00	0.00	0.00	54.72
Capital Projects Series 2007	221,018.60	0.00	0.00	188.35	221,206.95
Common Threads Donation	56,263.86	0.00	0.00	47.95	56,311.81
Debt Service 2012A	649,557.64	0.00	0.00	553.51	650,111.15
Debt Service 2012B	1,810.28	0.00	0.00	1.54	1,811.82
Debt Service 2014A	377,352.48	0.00	0.00	321.57	377,674.05
Debt Service 2014B	463,276.84	0.00	0.00	394.79	463,671.63
Debt Service 2013	996.42	0.00	0.00	0.89	997.31
Debt Service 2013A	1,918.33	0.00	0.00	1.63	1,919.96
Debt Service 2015	6,852.20	0.00	0.00	5.87	6,858.07
Debt Service 2016A	1,000,505.06	0.00	0.00	852.58	1,001,357.64
Debt Service 2016B	266,072.60	0.00	0.00	226.76	266,299.36
Debt Service 2017	821,674.42	0.00	0.00	700.23	822,374.65
Capital Projects 2017	1.00	0.00	0.00	0.00	1.00
Debt Service 2018	2,815,339.80	0.00	0.00	2,399.15	2,817,738.95
Capital Projects 2018	8,952,603.51	0.00	489,616.63	7,322.10	8,470,308.98
Capital Projects 2019	48,731,097.99	0.00	141,972.10	41,470.70	48,630,596.59
Debt Service 2019	1,325,011.21	0.00	0.00	1,129.10	1,326,140.31
Debt Service Capitalized Interest 2019	3,019,605.71	0.00	0.00	2,573.24	3,022,178.95
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,305.01	0.00	0.00	4.97	5,309.98
Workers' Comp	373,209.29	0.00	0.00	349.80	373,559.09
Property Tax Fund	33,979.38	0.00	0.00	31.85	34,011.23
General Fund	2,734,312.95	0.00	0.00	2,562.81	2,736,875.76
Food Service Fund	95,610.98	0.00	0.00	89.61	95,700.59
Debt Service Series 1996	324.09	0.00	0.00	0.30	324.39
Capital Project Series 1998	740.29	0.00	0.00	0.69	740.98
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	405.82	0.00	0.00	0.38	406.20
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	17.99	0.00	0.00	0.02	18.01
Capital Projects 2015	53.87	0.00	0.00	0.05	53.92
Debt Service Series 2015	381.52	0.00	0.00	0.36	381.88
Capital Projects 2017	26,175.41	0.00	0.00	24.53	26,199.94
Capital Projects 2018	75,802,980.14	0.00	0.00	71,048.47	75,874,028.61
Debt Service Series 2018	3,073,853.20	0.00	0.00	2,881.02	3,076,734.22
Capital Projects 2019	30,194,674.81	0.00	0.00	28,300.81	30,222,975.62
MBIA Texas CLASS Fund					
General Account	16,411,592.08	0.00	0.00	20,401.39	16,431,993.47
Capital Project Series 1998	967.61	0.00	0.00	1.20	968.81
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	2,835,132.82	0.00	0.00	3,524.38	2,838,657.20
Debt Service 2015	829.82	0.00	0.00	1.04	830.86
Capital Projects 2017	19,113,140.79	0.00	0.00	16,858.21	19,129,999.00
Capital Projects 2019	15,111,654.36	0.00	0.00	18,785.42	15,130,439.78
TEXSTAR					
Capital Projects Series 2007	784.84	0.00	0.00	0.62	785.46
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	1,023,248.44	0.00	0.00	831.64	1,024,080.08
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	4,851.04	0.00	0.00	3.95	4,854.99
Capital Projects 2014B	2.65	0.00	0.00	0.00	2.65
Debt Service 2015	2,653.23	0.00	0.00	2.14	2,655.37
Capital Projects 2015	1.40	0.00	0.00	0.00	1.40
Capital Projects 2017	7,042,850.86	0.00	1,690,363.88	5,539.01	5,358,025.99
Capital Projects 2018	87,164,227.81	0.00	10,819,720.67	69,719.03	76,414,226.17
Debt Service 2018	3,727,499.76	0.00	0.00	3,029.49	3,730,529.25
Debt Service 2019	3,019,026.45	0.00	0.00	2,453.73	3,021,480.18
Capital Projects 2019	37,234,659.63	0.00	0.00	30,262.27	37,264,921.90
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,063,758.26	0.00	0.00	1,085.18	1,064,843.44
Capital Projects Series 2008	148.98	0.00	0.00	0.15	149.13
Capital Projects Series 2012A	0.21	0.00	0.00	0.00	0.21
Capital Projects Series 2014A	111,578.38	0.00	0.00	113.83	111,692.21
Capital Projects Series 2014B	579,383.96	0.00	110.53	590.96	579,864.39
Debt Service 2015	114.63	0.00	0.00	0.12	114.75
Capital Projects 2015	5,979,980.16	0.00	3,058.09	6,097.94	5,983,020.01
Capital Projects 2017	138.57	0.00	0.00	0.14	138.71
Capital Projects 2018	29,581,073.74	0.00	0.00	30,176.88	29,611,250.62
Debt Service 2018	1,864,863.80	0.00	0.00	1,902.45	1,866,766.25
Capital Projects 2019	15,099,772.13	0.00	0.00	15,403.90	15,115,176.03

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	1.00	\$185,417.14
LONE STAR ACCOUNT INTEREST	1.11	\$105,295.67
MBIA TEXAS CLASS ACCOUNT INTEREST	1.47	\$59,571.64
TEXSTAR ACCOUNT INTEREST	0.96	\$111,841.88
TEXAS TERM/DAILY ACCOUNT INTEREST	1.20	\$55,371.55
TOTAL CURRENT MONTH EARNINGS		\$517,497.88
EARNINGS 9-01-19 THRU 2-29-20		\$4,658,774.77
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$5,176,272.65

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

The Special Education Department is requesting a budget change to purchase storage units to store students' physical therapy equipment.

199-11	Classroom Instruction	(9,746.00)
199-51	Plant Maintenance and Operations	9,746.00

The Student Programs Department is requesting a budget change to purchase AP, PSAT and SAT exams.

199-11	Classroom Instruction	(63,000.00)
199-31	Guidance and Counseling	63,000.00

**CONSIDER APPROVAL OF INDEPENDENT AUDITORS
FOR THE 2019-2020 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees consider approval of the engagement of the certified public accounting firm of Whitley Penn, LLP as the District's independent auditors for the 2019-20 school year.

IMPACT/RATIONALE:

As the result of a competitive proposal process for independent auditing services Whitley Penn LLP was recommended by the Financial Audit Committee. The selection was based on qualifications, fees, and other weighted criteria including estimated costs in future years. Due to the expertise and professional services delivered by the firm, administration requested a one-year renewal engagement letter at an estimated fee of \$70,600. Fees for the past three years are as follows:

<u>YEAR</u>	<u>ACTUAL</u>
2018-19	\$69,200
2017-18	\$69,200
2016-17	\$64,500

With the recent implementation of new governmental auditing standards, new SAS's and GASB pronouncements, the auditor's services are extensive. Upon review of a recent comparison of audit fees paid by surrounding districts, the fee offered is very competitive for the services rendered.

The firm is well-respected in the industry and held in high regard by both peers and the Texas Education Agency (TEA). We have been very pleased with the level of service provided by the auditors in the past, and fully expect comparable service in the future.

PROGRAM DESCRIPTION:

If approved, Whitley Penn, LLP would serve as the District's independent auditors for the 2019-20 school year and would conduct the annual audit as required by the TEA. A copy of the engagement letter is attached.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

April 2, 2020

To the Board of Trustees and Management
Lamar Consolidated Independent School District
3911 Ave I
Rosenberg, TX 77471

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of Lamar Consolidated Independent School District (the “District”), as of August 31, 2020 and for the year then ended, and the related notes to the financial statements, which collectively comprise the District’s basic financial statements.

In addition, we will audit the District’s compliance over major federal award programs for the year ended August 31, 2020. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the District’s major federal award programs.

Accounting principles generally accepted in the United States of America require that the management’s discussion and analysis, budgetary comparison information, pension information, and other post-employment benefit information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board (GASB), who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management’s responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America:

- 1) Management’s Discussion and Analysis;
- 2) Budgetary Comparison Schedule - General Fund;
- 3) Pension Information and Other Post-Employment Benefit (OPEB) Information.

Supplementary information other than RSI will accompany the District’s basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- 1) Combining and Individual Non-Major Fund Financial Statements and
- 2) Required Texas Education Agency Schedules.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements:

- 1) Introductory Section
- 2) Statistical Section

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with

creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and in accordance with the Uniform Guidance. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the District's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the District's basic financial statements. Our report will be addressed to the governing body of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the District's major federal program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the District has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major federal programs. The purpose of those procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major federal programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material

noncompliance with compliance requirements applicable to each of the District's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the District's major federal programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
3. For identifying, in its accounts, all federal awards expended during the period including federal awards and funding increments received prior to December 26, 2014, and those received in accordance with the Uniform Guidance generally received after December 26, 2014;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance requirements;
6. For the design, implementation, and maintenance of internal control over compliance;
7. For establishing and maintaining effective internal control over federal awards that provides reasonable assurance that the nonfederal entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and ensuring that the District complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs and implementing systems designed to achieve compliance with applicable laws, regulations, grants, and contracts applicable to activities and its federal award programs;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant vendor / contractor relationships where the vendor / contractor is responsible for program compliance;
16. To provide us with:

- a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
 18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
 19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets; and
 20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
 21. For the accuracy and completeness of all information provided;
 22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
 23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

With respect to any nonattest services we perform, District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. Nonattest services could include assistance with the preparation of financial statements, including government-wide journal entries and note disclosures, assistance with the preparation of the schedule of expenditures of federal award (SEFA) and related notes, and assistance with the preparation of the data collection form and submission to the federal audit clearinghouse.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

The District may wish to include our report on these financial statements in an exempt offering document. The District agrees that the aforementioned auditor's report, or reference to Whitley Penn, LLP, will not be included in such offering document without prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement letter. For exempt offerings for which we are not involved, you will clearly indicate that we were not involved with the contents of such offering document and a disclosure as shown below will be included in the exempt offering:

"Whitley Penn, LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Whitley Penn, LLP also has not performed any procedures relating to this offering document."

Fees and Timing

The timing of our audit will be scheduled for performance and completion as follows:

Document internal control and preliminary tests	June 2020
Inventory observation (for material balances)	August 2020, if applicable
Perform year-end audit procedures	December 2020
Issue audit reports	January 2021

We anticipate meeting these deadlines barring any delays.

Guadalupe R. Garcia, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Whitley Penn, LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for the audit services will be based on the amount of time required and the difficulty of the work involved which we estimate to be \$70,600. Additionally, should the Administration request, we will assist with the preparation of the comprehensive annual financial report an additional fee not to exceed \$20,400 and contingent on the number of hours expended by staff. The fee estimate for the audit is based on anticipated cooperation from the District's personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation and payment is due in Tarrant County. You agree to pay reasonable attorney fees and collection costs incurred relating to collection of fees for services performed under the terms of this engagement. In accordance with Whitley Penn, LLP policy, work may be suspended if your account becomes 30 days or more past due and will not resume until your account is paid in full. In addition, invoices not paid in full by the last day of the month will be assessed interest at a rate of one percent per month. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been complete even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse

us for all out-of-pocket expenditures through the date of termination. Our final auditors' report will be released upon final payment of any outstanding invoices.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We would like to make the following comments regarding the fee estimates:

1. Our fee estimates have not considered the effects of any changes to auditing standards and accounting principles, which may be promulgated by the AICPA, Congress, or any other regulatory body in the future and are unknown to us at this time. If significant additional time is necessary resulting in increased fees, we will endeavor to notify you of any such circumstances as they are assessed.
2. The District's personnel are responsible for the preparation of all items requested in the Prepared by Client ("PBC") listing and received by the date requested. Any delays caused by not preparing the items when requested may result in additional fees, as well as the possibility of postponing our fieldwork. The PBC listing will be provided to you during the planning process of the engagement.
3. Time incurred for audit adjustments identified during our audit and the related additional testing required has not been considered in our fee estimates. Prior to performing any additional testing, we will notify you of the exceptions and obtain approval for any additional fees which may be incurred.
4. Our fee estimates are based on all general ledger sub ledgers being reconciled to the general ledger balance and any adjustment necessary should be recorded to the general ledger prior to our fieldwork start date.

The ethics of our profession prohibit the rendering of professional services where the fee for such services is contingent, or has the appearance of being contingent, upon the results of such services. Accordingly, it is important that our bills be paid promptly when received. If a situation arises in which it may appear that our independence would be questioned because of significant unpaid bills, we may be prohibited from issuing our auditors' report.

In the unlikely event that differences concerning our services or fees should arise that are not resolved by mutual agreement, to facilitate judicial resolution and save time and expense of both parties, the District and Whitley Penn, LLP agree not to demand a trial by jury in any action, proceeding or counterclaim arising out of or relating to our services and fees for this engagement. Any controversy, dispute, or questions arising out of or in connection with this agreement or our engagement shall be determined by arbitration conducted in accordance with the rules of the American Arbitration Association, and any decision rendered by the American Arbitration Association shall be binding on both parties to this agreement. The costs of any arbitration shall be borne equally by the parties. Any and all claims in arbitration relating to or arising out of this contract/agreement shall be governed by the laws of the State of Texas and to the extent any issue regarding the arbitration is submitted to a court, including the appointment of arbitrators or confirmation of an award, the District courts in Harris County shall have exclusive jurisdiction. Any action arising out of this agreement or the services provided shall be initiated within two years of the service provided.

This letter replaces and supersedes any previous proposals, correspondence and understanding, whether written or oral. The agreements contained in this engagement letter shall survive the completion or termination of this engagement.

To ensure that Whitley Penn, LLP's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

In the course of our services, our firm may transmit confidential information that you provided us to third parties in order to facilitate our services. As applicable, we require confidentiality agreements with all our service providers to maintain the confidentiality of your information and additionally the firm will take reasonable precautions to determine that our service providers have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain ultimately responsible for the work provided by any third-party service providers used under this agreement. By your signature below, you consent to having confidential information transmitted to entities outside the firm. Please feel free to inquire if you would like additional information regarding the transmission of confidential information to entities outside the firm.

The audit documentation for this engagement is the property of Whitley Penn, LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to your pass-through regulatory entity and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision Whitley Penn, LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued. At the conclusion of our audit engagement, we will communicate to the Board of Trustees the following significant findings from the audit:

- Our view about the qualitative aspects of the District's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;

- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



Houston, Texas

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Lamar Consolidated Independent School District by:

Name: _____

Title: _____

Date: _____

Name: _____

Title: _____

Date: _____



Report on the Firm's System of Quality Control

July 19, 2018

To the Partners of Whitley Penn LLP and
the National Peer Review Committee.

We have reviewed the system of quality control for the accounting and auditing practice of Whitley Penn LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2018. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, audits of employee benefit plans, audits performed under FDICIA, an audit of a broker-dealer, and examination of service organization (SOC 1 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Whitley Penn LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2018, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Whitley Penn LLP has received a peer review rating of *pass*.

A handwritten signature in black ink that reads "Olsen Thielen & Co., Ltd." in a cursive style.

Olsen Thielen & Co., Ltd.

**CONSIDER APPROVAL OF INSTRUCTIONAL MATERIALS ALLOTMENT
AND TEKS CERTIFICATION**

RECOMMENDATION:

That the Board of Trustees consider approval of the Instructional Materials Allotment and TEKS Certification for the 2020-21 school year.

IMPACT/RATIONALE:

The 2020-21 Instructional Materials Allotment (IMA) and TEKS Certification verify that Lamar CISD has instructional materials covering all elements of the Texas Essential Knowledge and Skills of the required curriculum for each grade level, except for physical education, as required in the Texas Education Code (TEC) Section 28.002. It also confirms that the District will use the IMA only for expenses allowed by the TEC Section 31.0211.

Administration has compiled and will retain on file the TEKS Certification Forms verified by each Curriculum Specialist as proof that each subject area and grade level conform 100% to the TEKS. Attached is the certification form required to be filed with the Texas Education Agency.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Dr. Theresa Mossige, Chief Academic Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

Allotment and TEKS Certification, 2020-21

The district superintendent, along with the president and secretary of the local board of trustees, or the officers of the governing body of the charter school, certify the following:

- 1) This district's technology and instructional materials allotment is used only for expenses allowed by the Texas Education Code (TEC), §31.0211.
- 2) For the current school year, this district has instructional materials that collectively cover all elements of the Texas Essential Knowledge and Skills of the required curriculum identified in the TEC, §28.002, other than physical education, for each subject and grade level (TEC §31.004).
- 3) Upon request, this district will provide to the State Board of Education the title and publication information for any instructional materials requisitioned or purchased by the district with the district's allotment (TEC §31.101).

Certified	Grade Level	Certified	Subject Area
<input checked="" type="checkbox"/>	Kindergarten	<input checked="" type="checkbox"/>	CAREER & TECHNICAL EDUCATION (CTE)
<input checked="" type="checkbox"/>	Grade 1	<input checked="" type="checkbox"/>	ENGLISH LANGUAGE ARTS AND READING
<input checked="" type="checkbox"/>	Grade 2	<input checked="" type="checkbox"/>	ENGLISH LANGUAGE PROFICIENCY STANDARDS
<input checked="" type="checkbox"/>	Grade 3	<input checked="" type="checkbox"/>	FINE ARTS
<input checked="" type="checkbox"/>	Grade 4	<input checked="" type="checkbox"/>	HEALTH
<input checked="" type="checkbox"/>	Grade 5	<input checked="" type="checkbox"/>	LANGUAGES OTHER THAN ENGLISH
<input checked="" type="checkbox"/>	Grade 6	<input checked="" type="checkbox"/>	MATHEMATICS
<input checked="" type="checkbox"/>	Grade 7	<input checked="" type="checkbox"/>	SCIENCE
<input checked="" type="checkbox"/>	Grade 8	<input checked="" type="checkbox"/>	SOCIAL STUDIES
<input checked="" type="checkbox"/>	Grade 9	<input checked="" type="checkbox"/>	TECHNOLOGY APPLICATIONS
<input checked="" type="checkbox"/>	Grade 10		
<input checked="" type="checkbox"/>	Grade 11		
<input checked="" type="checkbox"/>	Grade 12		

Signature of Superintendent

Signature

Signatures of Board President and Secretary or Governing Board Officers

Board President

Board Secretary

Scan the signed certification document and attach it to an [Instructional Materials Help Desk](#) ticket with the following subject line: [your district] certification (ex: Anywhere ISD)

Submit through an [IM Help Desk](#) ticket.

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
PUBLIC SCHOOL PARAPROFESSIONALS' DAY**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming May 13, 2020 as Public School Paraprofessionals' Day in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Texas Government Code 662 designated the second Wednesday in May as Paraprofessionals' Day to recognize teacher aides and other assistants for their contribution to schools. Therefore, May 13, 2020 is proclaimed across Texas as Public School Paraprofessionals' Day.

Public School Paraprofessionals are valuable members of educational teams, contributing in many ways beyond their most recognizable functions. Their assistance is vital in classrooms, gymnasiums, libraries, with special education students and more.

Public School Paraprofessionals also assist school personnel as trusted communicators with parents and community members. Their connection to the community aids in communication and fosters positive public relations.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, **public school paraprofessionals** are valuable members of educational teams in classrooms, gymnasiums, libraries, with special education students and more; and

WHEREAS, **public school paraprofessionals** contribute in many ways beyond their most recognizable functions; and

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

WHEREAS, **public school paraprofessionals** serve our educational community by providing support for students and staff; and

WHEREAS, **public school paraprofessionals** assist school and district personnel as trusted communicators with parents and community members; and

WHEREAS, the connection of **public school paraprofessionals** to the community aids in communication and positive public relations within the community,

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares May 13, 2020 as **Public School Paraprofessionals' Day** and encourages all members of our staff and community to express appreciation to our public school paraprofessionals.

Adopted this 16th day of April 2020.



Kay Danziger, President

Mandi Bronsell, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
SCHOOL NURSES' WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming May 6 – 12, 2020 as School Nurses' Week in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

National Nurses' Week is celebrated each year on May 6 and ends on May 12, Florence Nightingale's birthday. These permanent dates enhance planning and position National Nurses Week as an established recognition event.

Professional nurses are valuable members of educational teams in Lamar CISD schools. Nurses contribute to the health of students in many ways beyond their most recognizable function as registered health care providers. School nurses also serve as advocates for students by lending a perspective regarding individual health needs and their assistance is particularly important in cases where students' illnesses hinder their ability to learn.

School nurses assist school personnel as trusted communicators with parents regarding sensitive health topics. Their connection to the health-care system adds credibility in addressing topics such as prevention of drug use, child abuse, suicide, school-age pregnancy and sexually transmitted diseases.

School nurses also serve as health educators, providing counseling and support for students and teachers. They are important resource persons in processes of curriculum development, textbook selection and review of instructional materials, in which accuracy of information is highly important.

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

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, **school nurses** play a critical role in the educational process through involvement in the prevention of illness and the early detection and correction of health problems; and

WHEREAS, **school nurses** must be specially prepared and qualified to practice preventive health measures, assess health conditions, and handle referrals; and

WHEREAS, **school nurses** serve the multiple roles of health educator and health counselor to children and families, resource person to classroom teachers and administrators, child advocate in times of crisis and liaison among home, school and community;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares the week of May 6 – 12, 2020 as **School Nurses' Week**, and encourages all members of our staff and community to express appreciation to our school nurses.

Adopted this 16th day of April 2020.

Kay Danziger, President

Mandi Bronsell, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
TEACHER APPRECIATION WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming May 4 – 8, 2020 as Teacher Appreciation Week in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

May 4 – 8, 2020 is proclaimed as the National Teacher Appreciation Week. This special designation serves as a reminder to the public and recognizes the importance of a teacher's ability to mold our future citizens through their guidance and education.

Today's teachers encounter students of widely differing backgrounds and abilities and use many different teaching strategies to meet the needs of each student. Our society expects public education to provide quality education services to all children, regardless of their background or ability.

Our country's future depends on the education our youth receive today. Teachers spend countless hours outside their classrooms preparing lessons, evaluating progress, counseling and coaching students and performing community service.

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

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, today's teachers mold our future citizens through their guidance and education; and

WHEREAS, today's teachers encounter students of widely differing backgrounds and abilities; and

WHEREAS, our society expects public education to provide quality education services to all children, no matter what their background or ability; and

WHEREAS, our country's future depends on the education our youth receive today; and

WHEREAS, teachers spend countless hours outside their classrooms preparing lessons, evaluating progress, counseling and coaching students, and performing community service; and

WHEREAS, our community recognizes that its teachers are providing quality educational services to our children;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares the week of **May 4 – 8, 2020** as **Teacher Appreciation Week** and calls on the community to join with us in personally expressing appreciation to our teachers for a job well done.

Adopted this 16th day of April 2020.

Kay Danziger, President

Mandi Bronsell, Secretary

**CONSIDER APPROVAL OF LAMAR CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT CITIZENS' BOND ADVISORY COMMITTEE**

RECOMMENDATION:

That the Board of Trustees approve the makeup of the 2020 Citizens' Bond Advisory Committee, as presented.

IMPACT/RATIONALE:

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.

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 committee will include eight administrative representatives (principals or assistant principals) and ten students (two from each high school).

District administrators and consultants will serve as Ex-Officio members of the committee, as determined by the superintendent.

A copy of the Framework for Facilities Planning is attached.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

2020 Lamar CISD Citizens' Bond Committee

District	Recommendation	First Name	Last Name	Address	City	Zip	Email
1	Community	Zach	Lambert	1401 Georgina Street	Rosenberg	77471	zachlambert@gmail.com
1	Community	Jennifer	Berry	811 Seaborne Meadow Drive	Rosenberg	77471	mzjen72@hotmail.com
1	Community	Quinton	Wallace	3403 Cypress Landing Court	Rosenberg	77471	wallacequinton@att.net
1	Community	Julie	Benningfield	1119 8th Street	Rosenberg	77471	adamejulie@yahoo.com
2	Board	Rick	Salazar	1918 Fox Trot Circle	Richmond	77406	rs2323@att.net
2	Board	Carl	Richards	2803 Cedar Lake	Richmond	77406	wccr1968@gmail.com
2	Community	Shannan	Stavinoha	2306 Fairdale Court	Richmond	77406	shannan.stavinoha@gmail.com
2	Community	Matthew	Macha	21418 Winding Path Way	Richmond	77406	dm_rockets@yahoo.com
2	Community	Jennifer	Hester	22319 Tea Rose Court	Richmond	77407	jennifermhester@yahoo.com
2	Community	Albert	Perez	22311 Tea Rose Court	Richmond	77407	albertperez2021@gmail.com
3	Board	Maureen	Cooper	6019 Wickshire Drive	Rosenberg	77471	mo@maureencooper.com
3	Board	Jennifer	Baker	2218 Crescent Water	Rosenberg	77471	baker.jenni@ymail.com
3	Board	Rose	Pickens	211 5th Street	Rosenberg	77471	pickensrose@yahoo.com
3	Community	Vicki	Chacon	4914 Riverwood Drive	Richmond	77469	Chacon.vicki@yahoo.com
3	Community	Christopher	Baylor	1214 Law Court	Rosenberg	77471	Chrisbaylor100@yahoo.com
3	Community	L Jay	Edenmeyer	2510 Avenue F	Rosenberg	77471	ledenmeyer@lcisd.org
3	Community	Ashley	Zepeda	932 Horace Mann Avenue	Rosenberg	77471	azepeda0948@gmail.com
4	Board	Jennifer	Lane	7742 Bayou Green Lane	Sugar Land	77479	Jennifer.Lane.Texas@gmail.com
4	Board	Jeff	Tallas	7918 Silent Forest Drive	Sugar Land	77479	jtallas@farmersagent.com
4	Board	Paul	Daron	1511 Goodnight Court	Sugar Land	77479	paul@thedarons.com
4	Community	David	Lacombe	7738 Silent Forest Drive	Sugar Land	77479	david_lacombe@hotmail.com
4	Community	Kristen	Dailey	1207 Wildewood Court	Sugar Land	77479	Mrs.KristenDailey@gmail.com
4	Community	Robert	Cullison	1311 Mill Stream Court	Sugar Land	77479	robcullison@gmail.com
4	Community	Chris	McKinney	1607 Tuscany Place Drive	Sugar Land	77479	cam@obt.com
5	Board	Jeffrey	Sorbel	7927 Quade Court	Richmond	77469	jeffreysorbel@yahoo.com
5	Board	Dave	Vrshek	1006 Cleistes Lane	Richmond	77469	cubfan991130@sbcglobal.net
5	Board	Ted	McCoy	3919 Mossycup Lane	Richmond	77469	theodoremc coy@sbcglobal.net
5	Community	Roy	Kloeber	7145 Reading Road, Apt. #710	Rosenberg	77471	roykloeber@gmail.com
5	Community	Andronic	Harding	903 Eddie Kirk Court	Richmond	77469	andronichk@yahoo.com
5	Community	Kingsley	Nwanguma	707 Stubbs Bend Drive	Richmond	77469	nwangumak@gmail.com
5	Community	Chris	Martin	7819 Lake Commons Drive	Rosenberg	77469	chris.martin@tstc.edu
6	Community	Suzanne	Hampson	405 Hamlink Road	Beasley	77417	losbastrdo90@gmail.com
6	Community	Megan	DaGata	2011 Indian Clearing Trail	Rosenberg	77471	megandagata@yahoo.com
6	Community	Brandon	Bankston	1401 Manor Drive	Rosenberg	77471	b.bankston@a3glassfabricator.com
6	Community	Maria	Saldivar	1219 Watercrest Park Lane	Rosenberg	77471	adjamaria@hotmail.com
7	Community	Brooke	Beierle	32826 Whitburn Trail	Fulshear	77441	brooke.beierle@vancoring.com
7	Community	Sara	Blackard	5675 Westerdale Drive	Fulshear	77441	sara.blackard@gmail.com
7	Community	David	Worley	5423 Mesquite Ridge	Fulshear	77441	Dpworley@mac.com
7	Community	Carlos	Arriola	29227 Blue Finch Court	Katy	77494	aggiemedic73@gmail.com
Admin	George Ranch HS	Brian	Forshee	8181 FM 762	Richmond	77469	bforshee@lcisd.org
Admin	Reading JH	Katrina	Guillory	8101 FM 762	Richmond	77469	kguillory@lcisd.org
Admin	Briscoe JH	Juan	Torres	4300 FM 723	Richmond	77406	jutorres@lcisd.org
Admin	Roberts MS	Janice	Harvey	9230 Charger Way	Fulshear	77441	jharvey@lcisd.org
Admin	Travis Elementary	Jearine	Jordan	2700 Avenue K	Rosenberg	77471	jeanine.jordan@lcisd.org
Admin	Ray Elementary	Ben	Perez	2611 Avenue N	Rosenberg	77471	bperez@lcisd.org
Admin	Long Elementary	Stacie	Quarles	907 Main Street	Richmond	77469	squarles@lcisd.org
Admin	Special Sites	Melissia	Smith	1708 Avenue M	Rosenberg	77471	melissia.smith@lcisd.org
Student	Foster HS	Alexis	Obialo	4400 FM 723	Richmond	77406	not listed
Student	Foster HS	Mitchell	Imrie	4400 FM 723	Richmond	77406	not listed
Student	George Ranch HS	Elijah	Wahome	8181 FM 762	Richmond	77469	not listed
Student	George Ranch HS	Jasmine	Nguyen	8181 FM 762	Richmond	77469	not listed
Student	Lamar CHS	Hedaiah	Shwaiki	4606 Mustang Avenue	Rosenberg	77471	not listed
Student	Lamar CHS	Marcanthony	Daniels	4606 Mustang Avenue	Rosenberg	77471	not listed
Student	Terry HS	Ckyra	Anthony	5500 Avenue N	Rosenberg	77471	not listed
Student	Terry HS	Aliyah	Izaguirre	5500 Avenue N	Rosenberg	77471	not listed
Student	Fulshear HS	Katherine	Ellis	9302 Charger Way	Fulshear	77441	not listed
Student	Fulshear HS	Haden	Schulte	9302 Charger Way	Fulshear	77441	not listed

Framework for Facilities Planning

Using the RACE (Research-Analyze-Communicate-Evaluation) model, the components of a bond referendum are outlined as follows:

RESEARCH

- Develop Superintendent's Facilities Planning Team
- Review data about past referendums
- Conduct needs assessment/comprehensive facilities study
- Collect demographics, growth history and future projections
- Conduct financial study: past and future impact on tax rate, etc.
- Review past voting patterns
- Consider conducting a public opinion survey
- Review election dates and election administration/strategy (consider election date law)
- Develop internal informational campaign budget and timeline
- Update the district philosophy for facilities management
- Appoint members of the Citizen's Zoning Committee
- Assemble the right team for the Citizen's Bond Advisory Committee (CBAC)

ANALYZE

- Review and study the data
- Develop draft of LCISD Ten-Year Facilities Plan from the recommendations of the Long Range Facilities Committee for bond package
- Review draft of recommendations with community and staff (Town Hall Meetings/Public Hearings)
- Submit final recommendations to Board of Trustees
- Develop final comprehensive district information campaign plan (objectives/strategies)
- Begin development of informational materials (mailer, website, presentation, video)

COMMUNICATE

- Call election and "work the plan"
- Expand/refine CBAC to coordinate a "Yes" vote campaign (cannot utilize district staff/resources)
- Complete development of informational materials
- Communicate components of bond package with all identified stakeholder groups
- Conduct voter registration campaign
- VOTE!!!

EVALUATE

- Compile election results
- Conduct debriefing meeting to review campaign
- Evaluate all campaign strategies/make notes for file
- Create campaign master file

PROPOSED NOVEMBER 2020 BOND ELECTION

RECOMMENDATION:

That the Board of Trustees review and discuss the proposed November 2020 Bond Election.

IMPACT/RATIONALE:

In October 2002, the Board approved the Framework for Facilities Planning which outlines the District's facilities planning process. As part of the planning cycle, a Citizens' Bond Advisory Committee has been formed to develop a recommendation for consideration by the Board of Trustees. The Board is being asked to review information that will be analyzed by the 2020 Citizen's Bond Advisory Committee. The committee will use this information as a basis for making a recommendation to the Board for a possible November Bond Referendum.

The discussion of proposed new facilities and upgrades to existing facilities aligns with the projections and facilities plan updated every year by Population and Survey Analysts.

The suggested 2020 Bond Program recommendation was prepared by the Lamar CISD Facilities Planning Team. The November 2020 Bond Planning Timeline that was approved by the Board in March 2020 follows the Framework for Facilities Planning and would meet the goal of a bond election to be called for November 2020.

Submitted by: Mike Rockwood, Chief of Staff
 Jill Ludwig, CPA, RTSBA, Chief Financial Officer
 Chris Juntti, Interim Deputy Superintendent of Support Services
 Kevin McKeever, Executive Director of Facilities & Planning

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

DISCUSSION AND POSSIBLE ACTION ON MASTER PLAN PRINCIPLES

IMPACT/RATIONALE:

As part of the planning process for a 2020 Bond Referendum, the Board of Trustees will review the Master Plan Principles.

PROGRAM DESCRIPTION:

The Board approved the Lamar CISD Master Plan Principles in May 2003. The principles outline the District's concepts and visions for campuses. Based on projections from the District's demographer—Population and Survey Analysts (PASA)—a Bond Referendum is needed to fund additional schools. In order to effectively plan for a November 2020 Bond Referendum, the Citizens' Bond Advisory Committee must clearly understand the Board's mission and vision for campus concepts, as outlined in the Master Plan Principles. The Master Plan Principles are attached.

Submitted by: Mike Rockwood, Chief of Staff

Master Plan Principles Adopted by the Board May 15, 2003

1. To maximize enrollment at all campuses:

- Elementary schools 750 maximum
- Middle schools (6) 750 maximum
- Junior high schools (7-8) 1400 maximum
- High schools 2000 maximum

2. To embrace the neighborhood school concept for all elementary students who reside in Lamar CISD.

3. To house grades PK-5 in all elementary school to ensure parents and students that they can enjoy six years of attending school on the same campus.

4. To reflect the ethnic balance of the school district in grades 6-12.

5. To locate schools with grades 6-12 in the same general area.

6. To minimize the alteration of high school zones.

7. To provide adequate space for school/community-based education programs.

**CONSIDER DELEGATION OF AUTHORITY TO THE SUPERINTENDENT
TO SUBMIT WAIVERS RELATED TO COVID-19
SCHOOL CLOSURES AND OPERATIONS**

RECOMMENDATION:

That the Board of Trustees delegate authority to the Superintendent to submit waivers to the Texas Education Agency related to COVID-19 school closures and operations.

IMPACT/RATIONALE:

With certain exceptions, Texas Education Code Section 7.056 allows a District to apply to the commissioner to waive a requirement, restriction, or prohibition imposed by the Texas Education Code, rule of the State Board of Education, or Commissioner of Education. Normally a waiver must be submitted in writing no later than the 31st day before the District intends to take action requiring a waiver, including a written plan approved by the Board of Trustees that states the objective of the waiver, as well as comments from the District's site-based decision-making committee. TEA has indicated, however, that the Agency will accept waiver requests from a Superintendent if the Board has delegated authority to the Superintendent to submit the waiver and provided that the Board ratifies the Superintendent's request at a future Board meeting. The District anticipates that there will be several waivers that must be submitted related to the impact of COVID-19 school closures.

Submitted By: Dr. Kathleen M. Bowen, Chief Human Resources Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

Resolution of the Board Regarding Delegation to Superintendent for Waivers

WHEREAS, the U.S. Government has declared a national emergency and the State of Texas has declared a statewide disaster regarding the ongoing COVID-19 pandemic;

WHEREAS, on March 19, 2020, the Texas Governor issued Executive Order No. GA-08 relating to COVID-19 preparedness and mitigation and through this action and in accordance with Guidelines from the President ordered the temporary closure of all Texas school districts;

WHEREAS, Texas Education Code 11.151 gives the Board of Trustees the exclusive power and duty to govern and oversee the management of the public schools of the District;

WHEREAS, Texas Education Code 7.056 permits a district to apply to the commissioner of education for a waiver of a requirement, restriction, or prohibition imposed by the Education Code or rule of the State Board of Education or commissioner;

WHEREAS, TEA has indicated that it will accept a waiver request made pursuant to Texas Education Code 7.056 by a Superintendent, if the Board of Trustees has delegated general operational authority or waiver-specific authority to the Superintendent;

WHEREAS, TEA recommends that if the Board delegates authority to the Superintendent to request waivers from the commissioner, that the Board ratify the waiver request at a future Board meeting to ensure compliance with Texas Education Code Chapters 11 and 7;

WHEREAS, the Board finds there is a need for the District to maintain efficient, effective, and consistent District operations during the period of the disaster declaration under these circumstances, which may include the need to request available waivers under state and federal law;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Lamar Consolidated Independent School District makes the following delegation to the Superintendent:

- The authority to pursue any necessary and available waivers from TEA without further action of the Board; and
- In the event other waivers are needed, the Superintendent is authorized to submit other waivers in accordance with guidance from national, state, or local authorities or agencies.

The Board shall ratify any waiver requests made by the Superintendent under this authority at a future Board meeting.

The authority granted by this resolution shall apply until the District resumes full operations at the direction of the Superintendent or the Board takes further action.

Adopted this 16th day of April, 2020 by the Board of Trustees.

Presiding Officer

Secretary

**CONSIDER APPROVAL OF CSP #09-2020RG FOR
FUEL TANK STORAGE REPLACEMENT**

RECOMMENDATION:

That the Board of Trustees approve Pemco, Inc. for the fuel tank storage replacement in the amount of \$1,140,848 and authorize the Board President to sign the agreement and include budget amendments as necessary.

IMPACT/RATIONALE:

Competitive Sealed Proposal #09-2020RG was solicited for the fuel tank storage replacement. Two (2) proposals were received on March 31, 2020. Having reviewed the weighted contractor evaluation criteria that was included in the proposal documents, Rice & Gardner and Morris & Associates recommends the contract for construction be awarded to the highest ranked firm, Pemco, Inc. This project is included in the 2017 Bond Budget. Available funds from the 2017 Bond will be utilized to complete the budgetary requirements.

PROGRAM DESCRIPTION:

Upon approval, contracts will be prepared for execution and Pemco, Inc. will begin the fuel tank storage replacement.

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

PROPOSAL TABULATION SHEET

Project Name: Fuel Tank Storage
Lamar Consolidated Independent School District CSP #09-2020RG
 Tuesday, March 31st, 2020 @ 2:00 PM (Same time for Base and Alternates)
 Lamar CISD Purchasing Office, 4901 Avenue I, Rosenberg, TX 77471

BASE PROPOSAL	PES / BGIS	Pemco, Inc.	Pemco, Inc. Post-Proposal Addenda
PROPOSAL BOND	Yes	Yes	Yes
BASE PROPOSAL	\$1,070,000.00	\$972,208.00	\$944,135.00
ADDENDA ACKNOWLEDGED (1-5)	Yes	Yes	Yes
ALTERNATES	PES / BGIS	Pemco, Inc.	Pemco, Inc. Post-Proposal Addenda
ALTERNATE NO. 1: NEW FUEL CANOPY	\$427,000.00	\$290,107.00	\$196,713.00
ALTERNATE NO. 2: ADDITIONAL PAVING	\$125,000.00	\$343,948.00	
ALTERNATE NO. 3: NEW AUTOMATIC GATE	\$22,000.00	\$9,726.00	
TOTAL BASE PROPOSAL + ACCEPTED ALTERNATES	\$1,497,000.00	\$1,262,315.00	\$1,140,848.00

EVALUATION SUMMARY
Project Name: Fuel Tank Storage
Lamar Consolidated Independent School District CSP #09-2020RG

Vendor	Purchase Price	1	2	3	4	5	6	7	8	Total Score	Firm's Ranking Order
		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		
PES/BGIS	\$1,497,000.00	16.86	13.80	9.25	13.38	3.00	12.88	10.00	6.00	85.17	2
Pemco, Inc.	\$1,262,315.00	20.00	14.40	9.13	13.88	3.00	12.88	10.00	4.00	87.29	1

**CONSIDER APPROVAL OF MATERIALS TESTING
FOR FUEL TANK STORAGE REPLACEMENT**

RECOMMENDATION:

That the Board of Trustees approve Terracon, Inc. for materials testing for the fuel tank storage replacement in the total amount of \$17,002 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Materials testing is a professional service that the District must contract directly. Terracon has provided material testing 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:

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 fuel tank storage replacement.

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

March 20, 2020

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

Subject: Proposal for Construction Materials Testing Services
LCISD Fuel Tank Upgrade
5017 Avenue I
Rosenberg, Texas 77471
Terracon Proposal No. P92201153 – Rev. 1

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide construction materials engineering and testing services for the above referenced project. We understand that we have been selected solely based on our professional qualifications. In this proposal we present our understanding of the scope of the project, our proposed services, and our budget estimate.

A) PROJECT INFORMATION

The site is located at 5017 Avenue I in Rosenberg, Texas. The project involves the construction of a canopy and upgrade to the fuel tanks that serve Lamar Consolidated ISD. The canopy foundation will consist of spread footings per the manufacturer specification. The canopy structure is pre-engineered and prefabricated. We understand that there will be some utilities and sitework paving associated with the project.

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

- Construction drawings dated January 28, 2020 prepared by Morris + Associates;
- Construction specifications dated March 6, 2020 prepared by Morris + Associates.

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

B) SCOPE OF SERVICES

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

Earthwork:

1. Sample building pad subgrade, trench backfill, and treated pavement subgrade. Prepare and test the samples for Atterberg Limits (ASTM D4318), moisture-density relationship (ASTM D698, ASTM D558 and ASTM D1557).

2. Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory (ASTM D1633).
3. Evaluate the subgrade soil for proposed chemically treated pavement subgrade.
4. Observe the chemical treatment process for the pavement subgrade.
5. Perform field gradation tests of treated subgrade.
6. Measure the depth of treated subgrade using phenolphthalein.
7. Observe proofrolling operations of the building pad and pavement subgrades; and perform density tests of the building subgrade, building pad select fill, trench backfill, when proper trench safety is provided by the contractor, and treated pavement subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

Foundations:

1. For shallow footings, 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.
2. Observe the shallow footing excavations. Record dimensions and the number, size and length of reinforcing bars used in footings.
3. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39).

Cast-in-Place Concrete:

1. Sample and test the fresh concrete for each mix. Perform tests for slump, air content, and concrete temperature only; and cast test specimens (ASTM C172, C31, C143, C173 or C231, and C1064). Terracon understands that the contractor will be responsible for maintaining the initial curing temperature of the concrete test specimens. Terracon will record the initial curing temperatures only when conditioned curing boxes are provided by the contractor.
2. Concrete will be sampled at a frequency of 1 set of test cylinders every 50 cubic yards for structural concrete, 1 set of test cylinders every 100 cubic yards for slabs, and 1 set of test cylinders every 150 cubic yards for pavement concrete. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
3. Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). Five 4" x 8" concrete cylinders will be prepared for structural concrete having nominal size aggregate of 1¼" or less. Four 6" x 12" concrete cylinders per set will be prepared for

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

4. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. **Terracon recommends we be scheduled a minimum of 24 hours prior to each concrete placement.**
5. Within 48 hours of concrete placement, travel to project site to collect and transport hardened concrete test cylinders to Terracon's Houston laboratory for processing, curing and testing.

Structural Steel Welded and Bolted Connections:

1. Provide a Certified Welding Inspector (CWI) in the field to visually check accessible field bolted/welded connections in accordance with applicable AISC and AWS specifications.
2. Perform visual inspections of metal decking for placement including overlap, fastener spacing, shear studs for number, pattern, and bond, supports at openings and penetrations, and puddle welds pattern, size and quality.
3. Utilize the Skidmore Wilhelm device to assist in determining the load capacity of delivered fasteners where slip critical connections are specified. Terracon recommends that this service be scheduled prior to erection. After the bolted sections are installed we will verify that the types of fasteners are as specified, and that the appropriate tensioning method is utilized.

Project Management/ Administration:

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

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

Scheduling Retests:

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

C) REPORTING

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

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

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

D) COMPENSATION

Based on the project information available for our review, we propose an estimate cost of **\$17,002**. Services provided will be based on the unit rates included in the attached Cost Estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

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

E) SITE ACCESS AND SAFETY

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

F) TESTING AND OBSERVATION

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

G) AUTHORIZATION

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

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

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



Jeremy P. Kettner
Project Manager
Materials Services



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

Attachments:

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

**BUDGET ESTIMATE
LCISD FUEL TANK UPGRADE
TERRACON PROPOSAL NO. P92201153 - Rev. 1**

Service	Quantity	Unit	Unit Rate	Estimate
CANOPY STRUCTURE OBSERVATION AND TESTING				
Foundation Observation and Testing (Drilled Piers)				
Engineering Technician	32	hour	\$47.00	\$1,504.00
Engineering Technician, OT	10	hour	\$70.50	\$705.00
Vehicle Charge	6	trip	\$50.00	\$300.00
Concrete Test Cylinders (ASTM C39) 4 cyl/set	20	each	\$16.00	\$320.00
Sample Pick-up	4	trip	\$120.00	\$480.00
			Sub-total	\$3,309.00
Structural Steel Inspection				
Engineering Technician	8	hour	\$100.00	\$800.00
Vehicle Charge	2	trip	\$50.00	\$100.00
			Sub-total	\$900.00
SITework OBSERVATION AND TESTING				
Earthwork Observation and Testing (Utility Backfill and Paving Subgrade)				
Engineering Technician	80	hour	\$47.00	\$3,760.00
Engineering Technician, OT	10	hour	\$70.50	\$705.00
Vehicle Charge	10	day	\$50.00	\$500.00
Nuclear Gauge Charge	10	day	\$60.00	\$600.00
Compressive Strength of Cement Stabilized Sand	4	each	\$60.00	\$240.00
Moisture Density Relationship (ASTM D698, D558)	3	each	\$150.00	\$450.00
Atterberg Limits (ASTM D4318)	5	each	\$50.00	\$250.00
			Sub-total	\$6,505.00
Cast-in-Place Concrete Observation and Testing (Paving, Containment Curb and Misc.)				
Engineering Technician	48	hour	\$47.00	\$2,256.00
Engineering Technician, OT	4	hour	\$70.50	\$282.00
Vehicle Charge	8	day	\$50.00	\$400.00
Concrete Test Cylinders (ASTM C39)	40	each	\$16.00	\$640.00
Sample Pick-up	8	trip	\$120.00	\$960.00
			Sub-total	\$4,538.00
PROJECT MANAGEMENT AND ADMINISTRATION				
Project Manager, per hour	14	hour	\$125.00	\$1,750.00
			Sub-total	\$1,750.00
Estimated Project Total				\$17,002

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 Fuel Tank Upgrade project ("Project"), as described in Consultant's Proposal dated 03/19/2020 ("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 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 \$25,000 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: **3/20/2020**
Name/Title: **Mark D Wells / Senior Project Materials Engineer**
Address: **11555 Clay Rd, Ste 100 Houston, TX 77043-1239**
Phone: **(713) 690-8989** Fax: **(713) 690-8787**
Email: **Mark.Wells@terracon.com**

Client: **Lamar Consolidated ISD**
By: _____ Date: _____
Name/Title: **Kay Danziger - Board President**
Address: **3911 Avenue I Rosenberg, Texas 77471**
Phone: _____ Fax: _____
Email: _____

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR LAMAR
CONSOLIDATED HIGH SCHOOL AND LAMAR JUNIOR HIGH SCHOOL
ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve the design development for the Lamar Consolidated High School and Lamar Junior High School additions and renovations as presented by PBK Architects, Inc.

IMPACT/RATIONALE:

PBK Architects, Inc. will be presenting the design development for the Lamar Consolidated High School and Lamar 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 Lamar Consolidated High School and Lamar 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 MATERIALS TESTING
FOR THE JANE LONG HISTORICAL GYM RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Terracon, Inc. for materials testing for the Jane Long Historical Gym renovations in the total amount of \$14,540 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Materials testing is a professional service that the District must contract directly. Terracon has provided materials testing 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:

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 Jane Long Historical Gym 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

March 25, 2020

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

Subject: Proposal for Construction Materials Testing Services
LCISD Jane Long Historical Gymnasium Renovations
907 Main Street
Richmond, Texas 77469
Terracon Proposal No. P92201160

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide construction materials engineering and testing services for the above referenced project. We understand that we have been selected solely based on our professional qualifications. In this proposal we present our understanding of the scope of the project, our proposed services, and our budget estimate.

A) PROJECT INFORMATION

The site is located at 907 Main Street in Richmond, Texas. The project involves the construction of a canopy addition and new driveway. The canopy foundation will consist of spread footings per the manufacturer's specification. The canopy structure is pre-engineered and prefabricated. We understand that there will be some utilities and sitework paving associated with the project.

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

- Construction drawings dated March 10, 2020 prepared by VLK Architects;
- Project Manual dated March 9, 2020 prepared by VLK Architects;
- Geotechnical Engineering Report dated November 15, 2019 prepared by Terracon.

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

B) SCOPE OF SERVICES

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

Earthwork:

1. Sample building pad subgrade, trench backfill, and treated pavement subgrade. Prepare and test the samples for Atterberg Limits (ASTM D4318), moisture-density relationship (ASTM D698, ASTM D558 and ASTM D1557).



2. Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory (ASTM D1633).
3. Observe proofrolling operations of the building pad and pavement subgrades; and perform density tests of the building subgrade, building pad select fill, trench backfill, when proper trench safety is provided by the contractor, and treated pavement subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

Foundations:

1. For shallow footings, 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.
2. Observe the shallow footing excavations. Record dimensions and the number, size and length of reinforcing bars used in footings.
3. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39).

Cast-in-Place Concrete:

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

5. Within 48 hours of concrete placement, travel to project site to collect and transport hardened concrete test cylinders to Terracon's Houston laboratory for processing, curing and testing.

Structural Steel Welded and Bolted Connections:

1. Provide a Certified Welding Inspector (CWI) in the field to visually check accessible field bolted/welded connections in accordance with applicable AISC and AWS specifications.
2. Perform visual inspections of metal decking for placement including overlap, fastener spacing, shear studs for number, pattern, and bond, supports at openings and penetrations, and puddle welds pattern, size and quality.
3. Utilize the Skidmore Wilhelm device to assist in determining the load capacity of delivered fasteners where slip critical connections are specified. Terracon recommends that this service be scheduled prior to erection. After the bolted sections are installed we will verify that the types of fasteners are as specified, and that the appropriate tensioning method is utilized.

Project Management/ Administration:

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

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

Scheduling Retests:

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

C) REPORTING

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

Our reported test locations will typically be estimated by pacing distances and approximating angles and elevations from local control data (staking and layout lines) provided by others on site. The accuracy of our

locations will be dependent on the accuracy, availability and frequency of the control points provided by the client and/ or contractor.

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

D) COMPENSATION

Based on the project information available for our review, we propose an estimate cost of \$14,540. Services provided will be based on the unit rates included in the attached Cost Estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

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

E) SITE ACCESS AND SAFETY

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

F) TESTING AND OBSERVATION

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Terracon's performance of

Proposal for Construction Materials Testing Services

LCISD Jane Long Historical Gym Renovations ■ Richmond, Texas

March 25, 2020 ■ Terracon Proposal No. P92201160



testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

G) AUTHORIZATION

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

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

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

A handwritten signature in blue ink, appearing to read 'Jeremy P. Kettner'.

Jeremy P. Kettner
Project Manager
Materials Services

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

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

Attachments:

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

BUDGET ESTIMATE
LCISD LCISD JANE LONG HISTORICAL GYMNASIUM RENOVATIONS
TERRACON PROPOSAL NO. P92201160

Service	Quantity	Unit	Unit Rate	Estimate
BUILDING STRUCTURE				
Earthwork Observation and Testing. (Building Subgrade and Fill Compaction/Testing)				
Engineering Technician	40	hour	\$47.00	\$1,880.00
Engineering Technician OT	0	hour	\$70.50	\$0.00
Vehicle Charge	5	trip	\$50.00	\$250.00
Nuclear Gauge Charge	5	trip	\$60.00	\$300.00
Moisture Density Relationship (ASTM D698, D558)	1	each	\$150.00	\$150.00
Atterberg Limits (ASTM D4318)	1	each	\$50.00	\$50.00
			Sub-total	\$2,630.00
Foundation Observation and Testing (Spread Footings and Slab)				
Engineering Technician	30	hour	\$47.00	\$1,410.00
Engineering Technician, OT	0	hour	\$70.50	\$0.00
Vehicle Charge	5	trip	\$50.00	\$250.00
Concrete Test Cylinders (ASTM C39) 4 cyl/set	20	each	\$16.00	\$320.00
Sample Pick-up	5	trip	\$120.00	\$600.00
			Sub-total	\$2,580.00
Structural Steel Inspection				
Engineering Technician	8	hour	\$100.00	\$800.00
Vehicle Charge	2	trip	\$50.00	\$100.00
			Sub-total	\$900.00
SITWORK OBSERVATION AND TESTING				
Earthwork Observation and Testing (Utility Backfill and Paving Subgrade)				
Engineering Technician	40	hour	\$47.00	\$1,880.00
Engineering Technician, OT	10	hour	\$70.50	\$705.00
Vehicle Charge	5	day	\$50.00	\$250.00
Nuclear Gauge Charge	5	day	\$60.00	\$300.00
Compressive Strength of Cement Stabilized Sand	4	each	\$60.00	\$240.00
Moisture Density Relationship (ASTM D698, D558)	3	each	\$150.00	\$450.00
Atterberg Limits (ASTM D4318)	3	each	\$50.00	\$150.00
			Sub-total	\$3,975.00
Cast-in-Place Concrete Observation and Testing (Driveway, Parking Lot Paving, and Misc.)				
Engineering Technician	30	hour	\$47.00	\$1,410.00
Engineering Technician, OT	0	hour	\$70.50	\$0.00
Vehicle Charge	5	day	\$50.00	\$250.00
Concrete Test Cylinders (ASTM C39)	20	each	\$16.00	\$320.00
Sample Pick-up	5	trip	\$120.00	\$600.00
			Sub-total	\$2,580.00
PROJECT MANAGEMENT AND ADMINISTRATION				
Project Manager, per hour	15	hour	\$125.00	\$1,875.00
			Sub-total	\$1,875.00
Estimated Project Total				\$14,540

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Jane Long Historical Gymnasium Renovations project ("Project"), as described in Consultant's Proposal dated 03/25/2020 ("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. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**
By: Mark Wells Date: **3/24/2020**
Name/Title: **Mark D Wells / Senior Project Materials Engineer**
Address: **11555 Clay Rd, Ste 100 Houston, TX 77043-1239**
Phone: **(713) 690-8989** Fax: **(713) 690-8787**
Email: **Mark.Wells@terracon.com**

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

**CONSIDER APPROVAL OF MATERIALS TESTING FOR THE ALTERNATIVE
LEARNING CENTER ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Terracon, Inc. for materials testing for the Alternative Learning Center additions and renovations in the total amount of \$52,500 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Materials testing is a professional service that the District must contract directly. Terracon has provided material testing 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:

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 Alternative Learning Center additions and renovations.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

March 24, 2020

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

Subject: Proposal for Construction Materials Testing Services
LCISD Alternative Learning Center Additions and Renovations
1708 Avenue M
Rosenberg, Texas 77471
Terracon Proposal No. P92201159

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide construction materials engineering and testing services for the above referenced project. We understand that we have been selected solely based on our professional qualifications. In this proposal we present our understanding of the scope of the project, our proposed services, and our budget estimate.

A) PROJECT INFORMATION

The site is located at 1708 Avenue M in Rosenberg, Texas. The project involves the construction of a one to two-story school addition building with a footprint area of about 45,000 square feet and adjacent surface pavements. The building foundation will consist of drilled-and-underreamed footings. The slabs at grade will be supported by structurally suspended and supported slab system. The superstructure will consist of structural steel. We understand that there will be some utilities and sitework associated with the project.

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

- Construction drawings issued dated March 2020 prepared by VLK Architects;
- Construction specification issued for GMP dated March 9, 2020 prepared by VLK Architects;
- Geotechnical engineering report dated August 9, 2019 prepared by Terracon.

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

B) SCOPE OF SERVICES

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



Earthwork:

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

Foundations:

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

3. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39).

Cast-in-Place Concrete:

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

Structural Steel Welded and Bolted Connections:

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

such as moment connections or splice connections. If the base material has a thickness of 5/16" or greater, Terracon recommends that those welds be tested by the Ultrasonic Method in accordance with AWS D1.1.

Project Management/ Administration:

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

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

Special Inspections Letter:

Upon completion of our services, a special inspection letter will be prepared, if requested. The letter will list services we performed and if the results and/ or observations were in compliance with the project documents. 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.

C) REPORTING

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

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

Field testing services will be provided on an "as requested" basis when scheduled by your representative. A notice of 24 hours (48 hours is required for structural steel services) is required to properly schedule our services. To schedule our services please contact our dispatcher at (713) 690-2258. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business

hours will be checked the following business day. Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing.

D) COMPENSATION

Based on the project information available for our review, we propose an estimate cost of **\$52,500**. Services provided will be based on the unit rates included in the attached Cost Estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

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

E) SITE ACCESS AND SAFETY

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

F) TESTING AND OBSERVATION

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

G) AUTHORIZATION

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

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

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



Jeremy P. Kettner
Project Manager
Materials Services



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

Attachments:

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

BUDGET ESTIMATE
LCISD ALTERNATIVE LEARNING ADDITIONS & RENOVATIONS
TERRACON PROPOSAL NO. P92201159

Service	Quantity	Unit	Unit Rate	Estimate
BUILDING STRUCTURE				
Earthwork Observation and Testing. (Building Subgrade and Fill Compaction/Testing)				
Engineering Technician	40	hour	\$47.00	\$1,880.00
Engineering Technician OT	20	hour	\$70.50	\$1,410.00
Vehicle Charge	7	trip	\$50.00	\$350.00
Nuclear Gauge Charge	5	trip	\$60.00	\$300.00
Moisture Density Relationship (ASTM D698, D558)	2	each	\$150.00	\$300.00
Atterberg Limits (ASTM D4318)	2	each	\$50.00	\$100.00
			Sub-total	\$4,340.00
Foundation Observation and Testing (Piers, Grade Beams and Slab)				
Engineering Technician	150	hour	\$47.00	\$7,050.00
Engineering Technician, OT	50	hour	\$70.50	\$3,525.00
Vehicle Charge	25	trip	\$50.00	\$1,250.00
Concrete Test Cylinders (ASTM C39) 4 cyl/set	200	each	\$16.00	\$3,200.00
Sample Pick-up	25	trip	\$120.00	\$3,000.00
			Sub-total	\$18,025.00
Structural Steel Inspection				
Engineering Technician	48	hour	\$100.00	\$4,800.00
Vehicle Charge	8	trip	\$50.00	\$400.00
Ultrasonic Equipment	1	day	\$125.00	\$125.00
			Sub-total	\$5,325.00
SITework OBSERVATION AND TESTING				
Earthwork Observation and Testing (Utility Backfill and Paving Subgrade)				
Engineering Technician	112	hour	\$47.00	\$5,264.00
Engineering Technician, OT	28	hour	\$70.50	\$1,974.00
Vehicle Charge	14	day	\$50.00	\$700.00
Nuclear Gauge Charge	14	day	\$60.00	\$840.00
Lime Determination	1	each	\$275.00	\$275.00
Compressive Strength of Cement Stabilized Sand	8	each	\$60.00	\$480.00
Moisture Density Relationship (ASTM D698, D558)	3	each	\$150.00	\$450.00
Atterberg Limits (ASTM D4318)	3	each	\$50.00	\$150.00
			Sub-total	\$10,133.00
Cast-in-Place Concrete Observation and Testing (Driveway, Parking Lot Paving, and Misc.)				
Engineering Technician	20	hour	\$47.00	\$940.00
Engineering Technician, OT	51	hour	\$70.50	\$3,595.50
Vehicle Charge	10	day	\$50.00	\$500.00
Concrete Test Cylinders (ASTM C39)	51	each	\$16.00	\$816.00
Sample Pick-up	10	trip	\$120.00	\$1,200.00
			Sub-total	\$7,051.50
PROJECT MANAGEMENT AND ADMINISTRATION				
Project Manager, per hour	61	hour	\$125.00	\$7,625.00
			Sub-total	\$7,625.00
Estimated Project Total				\$52,500

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Alternative Learning Center Additions & Renovations project ("Project"), as described in Consultant's Proposal dated 09/24/2020 ("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. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**
 By: Mark D Wells Date: **3/24/2020**
 Name/Title: **Mark D Wells / Senior Project Materials Engineer**
 Address: **11555 Clay Rd, Ste 100 Houston, TX 77043-1239**
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**
 Email: **Mark.Wells@terracon.com**

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

**CONSIDER APPROVAL OF MATERIALS TESTING
FOR THE MULTI-PURPOSE SPACES AND ORCHESTRA ADDITIONS**

RECOMMENDATION:

That the Board of Trustees approve Terracon, Inc. for materials testing for the multi-purpose spaces and orchestra additions in the total amount of \$45,500 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Materials testing is a professional service that the District must contract directly. Terracon has provided material testing 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.

- | | |
|---|---------|
| • Fulshear HS – Multi-Purpose Space | \$6,500 |
| • Foster HS – Multi-Purpose Space | \$6,500 |
| • George Ranch HS – Multi-Purpose Space | \$6,500 |
| • Polly Ryon MS – Orchestra Additions | \$6,500 |
| • Wertheimer MS – Orchestra Additions | \$6,500 |
| • Wessendorff MS – Orchestra Additions | \$6,500 |
| • Navarro MS – Orchestra Additions | \$6,500 |

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 multi-purpose spaces and orchestra additions.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

April 2, 2020

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

Subject: Proposal for Construction Materials Testing Services
LCISD Multipurpose and Orchestra Additions
Various Site Locations
Terracon Proposal No. P92201161 Rev.1

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) is pleased to submit this proposal to provide construction materials engineering and testing services for the above referenced project. We understand that we have been selected solely based on our professional qualifications. In this proposal we present our understanding of the scope of the project, our proposed services, and our budget estimate.

A) PROJECT INFORMATION

The sites are located at various locations, but include Fulshear HS, Foster HS, George Ranch HS, Polly Ryon MS, Werthiemer MS, Wessendorf MS, and Navarro MS. The project involves the construction new building additions that are attached to each of the existing schools. At the time of this proposal, the foundations and structural steel have been detailed in the construction drawings.

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

- Construction drawings dated March 19, 2020 prepared by PBK Architects;
- Project Manual dated March 18, 2020 prepared by PBK Architects.

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

B) SCOPE OF SERVICES

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

Earthwork:

1. Sample building pad subgrade, trench backfill, and treated pavement subgrade. Prepare and test the samples for Atterberg Limits (ASTM D4318), moisture-density relationship (ASTM D698, ASTM D558 and ASTM D1557).
2. Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive

strength tests in the laboratory (ASTM D1633).

3. Observe proofrolling operations of the building pad and pavement subgrades; and perform density tests of the building subgrade, building pad select fill, trench backfill, when proper trench safety is provided by the contractor, and treated pavement subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

Foundations:

1. For shallow footings, 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.
2. Observe the shallow footing excavations. Record dimensions and the number, size and length of reinforcing bars used in footings.
3. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39).

Cast-in-Place Concrete:

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

Structural Steel Welded and Bolted Connections:

1. Provide a Certified Welding Inspector (CWI) in the field to visually check accessible field bolted/welded connections in accordance with applicable AISC and AWS specifications.
2. Perform visual inspections of metal decking for placement including overlap, fastener spacing, shear studs for number, pattern, and bond, supports at openings and penetrations, and puddle welds pattern, size and quality.
3. Utilize the Skidmore Wilhelm device to assist in determining the load capacity of delivered fasteners where slip critical connections are specified. Terracon recommends that this service be scheduled prior to erection. After the bolted sections are installed we will verify that the types of fasteners are as specified, and that the appropriate tensioning method is utilized.

Project Management/ Administration:

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

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

Scheduling Retests:

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

C) REPORTING

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

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

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

D) COMPENSATION

Based on the project information available for our review, we propose an estimate cost of \$45,500. Based on the attached Budget Estimate, Terracon recommends the following:

Fulshear HS - \$6,500
Foster HS - \$6,500
George Ranch HS - \$6,500
Polly Ryon MS - \$6,500
Werthierner MS - \$6,500
Wessendorf MS - \$6,500
Navarro MS - \$6,500

Services provided will be based on the unit rates included in the attached Cost Estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

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

E) SITE ACCESS AND SAFETY

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

F) TESTING AND OBSERVATION

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

G) AUTHORIZATION

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

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

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



Jeremy P. Kettner
Project Manager
Materials Services



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

Attachments:

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

**BUDGET ESTIMATE
LCISD MULTIPURPOSE AND ORCHESTRA ADDITIONS
TERRACON PROPOSAL NO. P92201161 Rev.1**

Service	Quantity	Unit	Unit Rate	Estimate
BUILDING STRUCTURE				
Earthwork Observation and Testing. (Building Subgrade and Fill Compaction/Testing)				
Engineering Technician	168	hour	\$47.00	\$7,896.00
Engineering Technician OT	42	hour	\$70.50	\$2,961.00
Vehicle Charge	21	trip	\$50.00	\$1,050.00
Nuclear Gauge Charge	21	trip	\$60.00	\$1,260.00
Moisture Density Relationship (ASTM D698, D558)	14	each	\$150.00	\$2,100.00
Atterberg Limits (ASTM D4318)	35	each	\$50.00	\$1,750.00
			Sub-total	\$17,017.00
Foundation Observation and Testing (Piers, Spread Footings, Grade Beams and Slab)				
Engineering Technician	126	hour	\$47.00	\$5,922.00
Engineering Technician, OT	42	hour	\$70.50	\$2,961.00
Vehicle Charge	21	trip	\$50.00	\$1,050.00
Concrete Test Cylinders (ASTM C39) 4 cyl/set	200	each	\$16.00	\$3,200.00
Sample Pick-up	20	trip	\$120.00	\$2,400.00
			Sub-total	\$15,533.00
Structural Steel Inspection				
Engineering Technician	64	hour	\$100.00	\$6,400.00
Vehicle Charge	16	trip	\$50.00	\$800.00
			Sub-total	\$7,200.00
PROJECT MANAGEMENT AND ADMINISTRATION				
Project Manager, per hour	46	hour	\$125.00	\$5,750.00
			Sub-total	\$5,750.00
Estimated Project Total				\$45,500

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Multipurpose and Orchestra Additions project ("Project"), as described in Consultant's Proposal dated 04/02/2020 ("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.
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- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**
 By: Mark D Wells Date: **4/2/2020**
 Name/Title: **Mark D Wells / Senior Project Materials Engineer**
 Address: **11555 Clay Rd, Ste 100 Houston, TX 77043-1239**
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**
 Email: **Mark.Wells@terracon.com**

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

**CONSIDER APPROVAL OF HVAC TEST AND BALANCE
FOR AUSTIN ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Engineered Air Balance for the HVAC test and balance service for the HVAC Web Controls at Austin Elementary School in the amount of \$5,490 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The HVAC test and balance is a professional service that the District must contract directly. Engineered Air Balance 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:

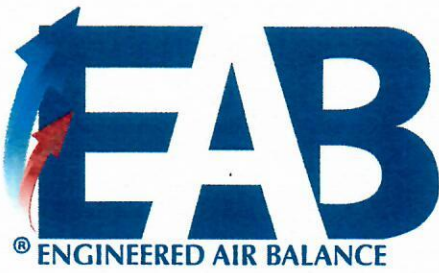
The HVAC test and balance service will generate reports that will evaluate the operation of the heating, ventilating and air conditioning systems for Austin Elementary School.

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



Houston
604 Spring Hill Drive, Suite 100
Spring, Texas 77386
Tel: 281-873-7084
eabhouston@eabcoinc.com
www.eabcoinc.com

Proposal No. 2200104-1-2

TO: Rice & Gardner
4907Avenuel
Rosenberg, Texas 77471

RE: Lamar CISD
Austin ES Renovations

ATTENTION: Kevin McKeever

DATE: March 6, 2020

We are pleased to propose our services to test and balance the heating, ventilating and air conditioning systems in the subject project. In particular, we are proposing our services per the Mechanical Plans dated January 31, 2020 (Issue for Construction) and Specification Section 23 05 93 entitled "Testing, Adjusting and Balancing for HVAC."

1.	Testing, Adjusting and Balancing per AABC Standards	\$ 4,180.00
2.	Control Sequence Verification	\$ 200.00
3.	BAS Sensor Calibration Verification	\$ 300.00
4.	BAS Point to Point Verification	\$ 300.00
5.	Field Document Preparation.....	\$ 305.00
6.	Final Report Preparation	\$ 205.00
TOTAL PRICE FOR THE ABOVE SERVICES.....		\$ 5,490.00

We thank you for the opportunity of proposing our services. This proposal will expire thirty (30) days from the date shown above. Please reference this proposal number on all correspondence. If we may be of further assistance, please contact our office.

Sincerely,

ENGINEERED AIR BALANCE CO., INC.

Brian LaFleur
Project Manager

**CONSIDER APPROVAL OF COMMISSIONING AGENT
FOR MORGAN ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Estes, McClure & Associates as commissioning agent for the construction of Morgan Elementary School in the amount of \$41,400 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Commissioning agent services are a professional service that the District must contract directly. Estes, McClure & Associates (EMA) was selected thru an RFQ process as the #1 ranked firm from the RFQ#10-2016VRG approved ranking list. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Texas State Energy Conservation Office has amended the energy code and buildings that are permitted after November 1, 2016 must meet the new code. The new requirements increase the efficiencies of HVAC and domestic water heater equipment, require energy recovery systems on chillers and ventilation systems, require lower electrical usage that can be achieved utilizing LED lighting, and requires post-construction functional testing of certain HVAC and electrical systems.

Commissioning agent will review the construction documents, develop a commissioning specification and perform functional testing of selected HVAC, plumbing and electrical systems to confirm the systems are performing as designed.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

COMMISSIONING PROPOSAL

Morgan Elementary School
Lamar Consolidated ISD



Mr. Kevin McKeever
Executive Director, Facilities & Planning
3911 Avenue I
Rosenberg, TX 77471

Please find the attached proposal for Commissioning services on the new Morgan Elementary School project. The Base Services exceed the minimum requirements of the International Energy Conservation Code 2015 version. Thank you for this opportunity and please let me know if you have any questions about the proposal

Gary Bristow, P.E
Estes, McClure & Associates, Inc.
gbristow@emaengineer.com

SERVICE ORDER
(for use with AIA B121-2014 Master Agreement)

This is an Amendment, consisting of 2 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated July 5, 2016. This Amendment shall be an addition to the original contract.

Project and Fee:
Commissioning of the new Morgan Elementary School - Lamar CISD.

Owner:
Lamar Consolidated Independent School District

Engineer:
Estes, McClure, & Associates, Inc.

Project Title:
Morgan Elementary School Cx

Estes, McClure, & Associates Inc., will provide Mechanical, Electrical, Plumbing engineering services for the following scope of work:

COMMISSIONED SYSTEMS:

The following systems will be commissioned in accordance with IECC 2015 Requirements and LCISD Guidelines:

- HVAC
- EMS
- Lighting & Lighting Control Systems
- Domestic Hot Water Heating Systems

BASIC COMMISSIONING SCOPE OF SERVICES

For this project, we will perform the following services:

- 90% Construction Document Review
Provide commissioning review of 90% construction documents and coordinate comments with Program Manager for resolution.
- Develop Commissioning Plan and Specifications
Provide commissioning specifications for project manual including Initial Commissioning Plan.
- Commissioning Kickoff with Construction Team
Conduct meeting with Design and Construction Team to explain Commissioning process and milestones
- Site Observations and Reports
Conduct site observations and provide observation reports for commissioned systems at critical MEP milestones. Attend corresponding OAC meeting to discuss commissioning activities.
 - MEP Rough-in (40-50% construction)
 - Ductwork and Piping pressure testing verification
 - System Startup
- Functional Testing of Quality Sample of HVAC
Perform functional testing of HVAC units for consistency with design documents and LCISD guidelines and expectations. Approximate sampling strategy below:
 - Chilled and Hot Water Plant – 100%
 - Air Handling Units – 60%
 - Outside Air Handling Units – 100%
 - VAV Boxes – 30%

- Functional Testing of Quality Sample of Lighting Control Systems (20-30%)
Perform functional testing of lighting control systems (vacancy sensors, daylighting sensors)
- EMS Point-to-Point Verification (30-40%)
Perform point-to-point testing of EMS graphics, trends, and sequences of operation for consistency with design documents and LCISD guidelines and expectations
- Functional Testing of Quality Sample of Domestic Hot Water Heaters (30-40%)
Perform functional testing of domestic hot water heaters for consistency with design documents and LCISD guidelines and expectations
- Maintain Issues Log
Keep a record of all deficiencies and coordinate with Contractors for resolution of problems
- Final Commissioning Record
Provide Final Commissioning Record that documents the commissioning process including final resolution of all issues
- Close-Out Document Review
Review all close-out documents including as-builts, O&M manuals, Test and Balance Reports for consistency with project manual an LCISD guidelines and expectations.
- 10 Month Warranty Review
Conduct meeting with LCISD, Construction Team and Design Team at 10 month warranty review. Coordinate with Team for resolution of deficiencies.

COMMISSIONING FEE

Commissioning Services Fee: \$41,400

Estes, McClure and Associates will invoice Lamar Consolidated Independent School District on the schedule specified in the original agreement.

Billing Schedule:

<u>Commissioning Plan/Design Review:</u>	<u>20% of Fixed Fee</u>
<u>50% Construction:</u>	<u>20% of Fixed Fee</u>
<u>Initial Commissioning Report:</u>	<u>30% of Fixed Fee</u>
<u>Complete Functional Testing:</u>	<u>10% of Fixed Fee</u>
<u>Delivery of Final Commissioning Record:</u>	<u>10% of Fixed Fee</u>
<u>10 Month Warranty Review:</u>	<u>10% of Fixed Fee</u>

(Engineer)

Estes, McClure and Associates Inc.
Gary Bristow, P.E.

04/01/2020

(Date)

Accepted by:

(Signature)

(Print)

(Date)

**CONSIDER APPROVAL OF PURCHASE AGREEMENT
FOR TASB ENERGY COOPERATIVE MEMBER PURCHASERS
FIXED-RATE TRANSPORTATION FUEL PROGRAM**

RECOMMENDATION:

That the Board of Trustees approve the Purchase Agreement for TASB Energy Cooperative Member Purchasers Fixed-Rate Transportation Fuel Program and authorize the superintendent to negotiate and execute the Purchase Agreement.

IMPACT/RATIONALE:

Lamar CISD entered into an interlocal participation agreement with the TASB Energy Cooperative in April 2014 which allows the District to purchase fuel through the cooperative at a fixed rate. The agreement has been subsequently renewed through August 31, 2020. The new Purchase Agreement will start September 1, 2020 and expire August 31, 2021. The District will be able to purchase gasoline for ~\$1.2586/gallon and diesel for ~\$1.6071/gallon. Prices will be established upon execution of the agreement. Under this agreement, the District guarantees to purchase 75,000 gallons of gasoline and 350,000 gallons of diesel fuel. This represents approximately 80% of the average combined fuel purchases per year, thereby allowing the District to purchase outside of this agreement should prices fall below the established pricing under this agreement.

PROGRAM DESCRIPTION:

Upon approval, Lamar CISD will purchase an estimated 80% of the annual fuel purchases through the TASB Energy Cooperative. This will allow the district to control budgets and expenditures if the price of fuel increases over the term of the agreement.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL FOR EXPANSION OF
COMMUNITY ELIGIBILITY PROVISION (CEP)**

RECOMMENDATION:

That the Board of Trustees approve increasing the number of campuses participating in Community Eligibility Provision (CEP) to include six (6) additional designated campuses: JJAEP, Alternative Learning Center, Austin, Culver, Hutchinson, and Williams Elementary Schools, pending official verification/approval by the Texas Department of Agriculture.

IMPACT/RATIONALE:

The campuses listed above meet the eligibility requirement for participation in CEP, and by using a campus grouping strategy, any negative financial impact of participation will be mitigated. By expanding CEP, it is anticipated that we will feed more students overall, have a positive impact on attendance, reduce behavior issues and nurse referrals, and students will be healthier and achieve greater academic success. This will bring the total number of campuses participating to twenty-four (24).

PROGRAM DESCRIPTION:

CEP is available to schools (or groupings of schools) where the percentage of identified students is at or above 40% through direct certification. "Direct Certification" means these families have been identified by the Texas Department of Human Services as receiving some form of assistance. Although alternate paperwork will be required to ensure proper classifications for accountability purposes, the District will be able to provide a free breakfast and free lunch to all students at the locations listed above without the need for families to submit applications for meal benefits and without the need for verifications while meals are being served.

Six additional campuses are being considered for expansion of the program for the following reasons:

- Positive past experience with the eighteen (18) campuses already participating,
- Increased community health and economic benefits, and
- Consistency of CEP between elementary and secondary grade levels.

Submitted By: Chris Juntti, Interim Deputy Superintendent of Support Services
Monica Tomas, Director of Child Nutrition

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVING DELEGATION OF FINAL AUTHORITY TO THE
SUPERINTENDENT TO EMPLOY CONTRACTUAL EMPLOYEES**

RECOMMENDATION:

That the Board of Trustees delegate final authority to the Superintendent to employ contractual employees for the 2020-2021 school year during the months of May, June, July, and August.

IMPACT/RATIONALE:

Competition with neighboring school districts in the hiring of administrators is heightened during the summer months. Having to wait 30 days for board approval can make a difference in whether a candidate accepts an offer. If the candidate is internal, their approval creates a vacancy that also has to be filled. The delegation of authority would authorize the Superintendent to extend contracts to candidates for positions such as assistant principal, principal, and district level administrators. In 2015 from May to August there were 18 administrative hires. During that same time frame there were 21 administrative hires in 2016, 28 administrative hires in 2017, 22 in 2018, and 37 in 2019. Currently, there are 10 projected administrative openings to be filled for the upcoming school year.

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF 2020-2021 EMPLOYEE REPORT/END DATE TABLE

RECOMMENDATION:

That the Board of Trustees adopt the 2020-2021 employee report/end date schedule as presented and approve begin and end dates for job titles as indicated on the table.

IMPACT/RATIONALE:

Those job titles in italics are funded by grants. Days can be changed by the grant-funding source.

Submitted by: Dr. Kathleen M. Bowen, Chief Human Resources Officer
Christine Muzik, Director of Staffing & Records Mgt.

Recommended for approval:



Dr. Thomas Randle
Superintendent

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2020-2021 Employee Report / End Date Schedule
Approved *****

Position EXEMPT (Contract)	Position NON-EXEMPT (Hourly)	2019- 2020 End Date	2020-2021 Report Date	2020-2021 End Date
	Cafeteria Monitor 2 ½ hour Crossing Guard	6/4	8/24	5/27
	Water Safety Instructor (In-service 1/4/21)	6/4	8/20	5/28
	Bus Driver (In-service 1/4/21) Bus Aide (In-service 1/4/21) Dispatcher-Trans (In-service 1/4/21) =====	6/4	8/17	5/28
	Child Nutrition Helpers, Specialists Asst. Kitchen Mgr. and Managers - (In- service 1/4/21)	6/4	8/17	5/28
Adaptive PE Teacher Athletic Trainers Band Directors Bilingual / ESL Coach Choir Directors CTE Coordinator CTE Instructor (no extra days) Coaches (no Fall sport with early report) Dance <i>Early Childhood Specialist</i> Elem. Social Worker Family Support Specialist GT Facilitator Lead Nurse Literacy Coach Orchestra Teachers Orientation & Mobility Specialist Parent Educator-THS Project LEARN Parent & Comm. Fac. Reading Interventionist School Nurse, R.N. Special Ed. Counselor Teacher (no extra days) Testing Coordinator <i>Title I Parent Educator-LHS</i>	Admin. Asst. – Adult Transition Program Aide, Special Education Braille & Tactual Material Spec. Aide Choir Asst./Accompanist Computer Assistance Aide Deaf Interpreter Elementary Clerk Instructional Aide Keyboarding Aide Lead Behavior Specialist Aide LVN-Campus LVN/Teacher Aide Proj. LEARN Parent Engagement & Lit. Spec. Security Officer-HS,JH&ALC (10 month) Sp. Ed Behavior Specialist Aide Traffic Control Monitor	6/5	8/7	5/28
NOTE: Coaches, sponsors, athletic trainers and / or directors who are receiving a stipend to serve students prior to the start of school should consult with their campus coordinator and/or program director for report dates for the 2020-2021 school year.				
CTE JH Modular Lab Teacher CTE IT Computer Maint. Teacher/Coord. CTE Health Science-Mod Lab Teacher =====	=====	6/5	8/5	5/28
CTE PLTW Teacher		6/9	8/7	6/2
ARD Specialist / Intervention Specialist Assistive Technology Specialist Educational Diagnostician / LSSP Elementary Counselor Elementary & Middle Librarian Licensed Speech Pathologist Asst. Licensed Speech Pathologist	SEMS Clerk, Sp. Ed.	6/9	8/5	6/2

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2020-2021 Employee Report / End Date Schedule
Approved *****

Position EXEMPT (Contract)	Position NON-EXEMPT (Hourly)	2019- 2020 End Date	2020-2021 Report Date	2020-2021 End Date
Ag. Food & Nat. Res. JH Ag. Teacher CTE PLTW Teacher/Course Coord. Ed.&Child Svcs-Mod. Lab (Commercial) Hospitality JH Teacher Occupational Therapist Physical Therapist =====	Cert. Occupational Therapist Asst. =====	6/9	8/4	6/2
Instructional Coord.-Elementary	Registrar Clerk-JDC	6/10	8/5	6/3
College Career Facilitator Counselor-Jr. High & Middle Instructional Coord. - Campus.- HS & JH Librarian-Jr. High =====		6/10	7/29	6/3
CTE Arch. & Construction Teacher CTE Culinary Arts Tchr. HS CTE Transportation Teacher Early Childhood Curr & Fam. Eng. Spec Instructional Coach =====	Liaison for At-Risk Attendance Aide	6/12	7/30	6/4
Instructional Facilitator – Sp. Ed. Substance Abuse Specialist – ALC Vocational Adj. Coord. - ATP		6/5	7/24	5/28
ROTC Instructor =====		6/5	7/22	5/28
	Admin. Asst to: Assistant Principal Associate Principal Counselor Attendance Clerk-JH & HS Catering Coordinator Child Nutrition Supervisor Receptionist – Campus, SE Annex Sp. Ed. Secretary SESS Secretary/Clerk	6/11	7/28	6/4
High School Librarian		6/12	7/27	6/4
Ag. Teacher HS-No Project Supervision CTE Career Prep/Practicum (Marketing)		6/5	7/17	5/28
1621 Counselor ALC Counselor =====		6/10	7/27	6/9
Digital Learning Coach		6/12	7/22	6/4
	Child Nutrition Acct. Clerk	6/12	7/20	6/4
High School Counselor		6/15	7/21	6/8

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2020-2021 Employee Report / End Date Schedule**

Approved *****

Position EXEMPT (Contract)	Position NON-EXEMPT (Hourly)	2019- 2020 End Date	2020-2021 Report Date	2020-2021 End Date
	Adm. Asst. to Student Support Svc/At Risk	6/26	8/6	6/25
Asst. Principal-Elem & Middle Lead Diagnostician Lead LSSP Lead Speech Pathologist		6/12	7/27	6/16
ALP Facilitators (Early Childhood, ESL, LOTE & Newcomer) =====		6/19	7/20	6/11
ABA Therapist/BCBA Adult Transition Program Coordinator Assistant Principal - JH, HS, Spec. Sites Dyslexia Coordinator RTI Coordinator Special Education Compliance Coord. =====	Admin. Asst.- Dir. of Research Asses. & Acct. SESS Secretary / Clerk SHARS/Medicaid Specialist =====	6/12	7/13	6/4
	District Translator	6/26	8/3	6/25
High School Registrar		6/25	7/16	6/18
ALP Facilitator – Elem. Asst. Director Child Nutrition- Production Asst. Director Child Nutrition- Operations Assistant Director of Transportation Associate Principal-High School Bus Discipline Supervisor Counselor-Pregnant/Homeless Students Director of Federal Programs Early Childhood Principal Instructional Coordinator-Central Office HS Campus Coord./Head FB Coach Instructional Technologist <i>Parent Involvement Facilitator</i> Principals: Elem., Mid., JH & ALC Prof. Dev. Specialist for Eng. Learners Project LEARN Coordinator Student Assessment Specialist =====	Security Officer- High School (11 month) =====	6/30	7/1 16 Non-Work Days	6/30
Admin. for Truancy/Dropout Prev.	Admin. Asst. to Principals at: Elem., Middle, JH, & ALC Clerk, Research Asses. & Acct. Clerk, SESS <i>Project Learn Secretary</i> Registrar Clerk Secy-Appraisal Records SESS Special Sites Secretary Transportation Clerk	6/26	7/20	6/25
Ag. Science – Ag. Barn Manager CTE HS Campus Ag. Production Tchr.		6/30	7/1 10 Non-work Days	6/30
Admin. - Student Discipline / Placement Asst. Athletic Director Asst. Director Child Nutrition - Planning Asst. Director of Finance Asst. Director Technology Support Svcs. Asst. Superintendent – Elem. & Sec. Budget Analyst – State & Federal Prog. Chief Academic Officer Chief Human Resources Officer Chief Financial Officer Chief Technology Information Officer	Admin Asst. to: Asst. Supt. of Elementary Ed. Asst. Supt. of Secondary Ed. Chief Academic Officer Chief Human Resources Officer Chief Financial Officer Chief Technology Information Officer Instructional Coordinator – Central Office Dir. of Athletics (Budget/Finance & Staff/Sch) Dir. of Career & Technical Ed. Dir. of Community Relations	6/30	7/1 6 Non-Work Days	6/30

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2020-2021 Employee Report / End Date Schedule
Approved *****

Position EXEMPT (Contract)	Position NON-EXEMPT (Hourly)	2019- 2020 End Date	2020-2021 Report Date	2020-2021 End Date
Asst. Director-Operations Asst. Purchasing & Materials Mgr. Athletic Grounds Coordinator Executive Director Facilities & Planning Project Manager	Athletic Field Technician Child Nutr.Warehouse Mgr. Tech. Delivery Tech II Dispatcher-Warehouse Dist. Center Warehouse Drivers Energy Technician Specialist Integrated Pest Manager Lawn Works-M&O Maintenance & Operations (12 month) Mechanic Night Lead Laundry Parts Manager-Transportation Planner / Scheduler-M&O Playground Technician Pool Technician Preventative Maint.-M&O and Transportation Transportation Mechanics Warehouse Supervisor	6/30	7/1	6/30

230-Day Custodians will have the following days off:

2020: September 7 & 25, November 24-27, December 21-31

2021: January 1 & 18, March 15-19, April 1 & 2, May 31

251-Day Non-Exempt Employees will have the following days off:

2020: September 7, November 26 & 27, December 24, 25 & 31

2021: January 1 & 18, April 2, May 31

251-Day Exempt Employees will have the following days off:

2020: September 7, November 25, 26 & 27, December 24, 25 & 31

2021: January 1 & 18, May 31

CONSIDER APPROVAL OF DISTRICTWIDE COMPUTER REFRESH

RECOMMENDATION:

That the Board of Trustees approve Dell Technologies to provide services, hardware, and software to complete the districtwide computer refresh project in the amount of \$5,225,611.08.

IMPACT/RATIONALE:

Approximately 2,240 student laptops, 70 staff laptops, and 3,950 desktop computers, and 65 Cafeteria Point of Sale computers have reached their end of life and no longer meet District requirements for performance or reliability. Dell will provide the services, hardware and software for \$4,976,772.46 plus 5% contingency of \$248,838.62 for a total of \$5,225,611.08.

PROGRAM DESCRIPTION:

Dell Technologies was selected from the DIR state competitive bid (DIR-TSO-3763) to fulfill this project. Dell Technologies will provide comprehensive and turn-key services for all proposed system hardware, software and ancillary products, including all costs for training, warranty, maintenance, project management, and project close-out. With approval, the project should begin April 2020 and be 100% completed and accepted by October 15, 2020. The actual computer replacement should begin June 8, 2020 and be completed by August 16, 2020. This project will be funded from 2017 bond funds dedicated to computer refresh.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



A quote for your consideration.

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

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

Quote No.	3000059133254.1	Sales Rep	Andres Klopp
Total	\$4,392,485.00	Phone	(800) 456-3355, 5138666
Customer #	104697118	Email	Andres_Klopp@Dell.com
Quoted On	Apr. 06, 2020	Billing To	FINANCE DEPT
Expires by	May. 06, 2020		LAMAR CISD
Deal ID	16059741		3911 AVE I
			ROSENBERG, TX 77471-3901

Message from your Sales Rep

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

Regards,
Andres Klopp

Additional Comments

DIR-TSO-3763

Shipping Group

Shipping To	Shipping Method
RECEIVING DEPT LAMAR CISD 4907 AVE I ROSENBERG, TX 77471-3465 (832) 223-0173	Standard Delivery

Product	Unit Price	Qty	Subtotal
Latitude 3310	\$680.00	2240	\$1,523,200.00
Dell Latitude 7300	\$1,420.00	15	\$21,300.00
Dell Latitude 5500	\$1,067.00	55	\$58,685.00
OptiPlex 5270 AIO MLK	\$860.00	65	\$55,900.00

OptiPlex 7070 SFF MLK	\$692.00	3950	\$2,733,400.00
<hr/>			
Installation Instructions		Subtotal:	\$4,392,485.00
DIR-TSO-3763		Shipping:	\$0.00
		Non-Taxable Amount:	\$4,392,485.00
		Taxable Amount:	\$0.00
		Estimated Tax:	\$0.00
		<hr/>	
		Total:	\$4,392,485.00

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

4 PRICING

This section describes the methodology for calculating the charges for the Services provided under this SOW. Customer hereby agrees to pay such charges in accordance with the invoicing and payment terms of the Agreement and as further supplemented within this SOW. Except as otherwise mutually agreed to by Customer and DT Services, the total amount to be noted on the purchase order provided to DT Services for this SOW is: **USD \$584,287.46**. If this SOW includes estimates, invoices will be based on actual usage or expenses incurred. Charges shall be as follows:

The per-unit price for the Services to be performed by DT Services and applicable cancellation and rescheduling fees for the Services are listed below (see "**Pricing Structure**" in definitions provided in Appendix C).

DT Services will invoice Customer monthly in arrears based on the actual number of assets ("**Units**") as recorded in the system of record, multiplied by the per Unit cost set forth in the table below.

Description of the Service(s)	Units	Per Unit Price	Line Total
Student Devices (Laptops) Services			
Warehouse and Redelivery of New Customer Systems (120 Days) Installation of Laptop into Charging Cart Onsite Image Load Offsite Trash Removal	2,360	\$59.18	\$139,664.80
De-Installation and Transport of Laptop from Charging Cart	2,240	\$13.89	\$31,113.60
Individual Devices (Desktop/Laptop/AIO) Services			
Warehouse and Redelivery of New Customer Systems (120 Days) Basic Installation Service (CPU Only) – Reuse Monitor Onsite Image Load Offsite Trash Removal	4,187	\$66.73	\$279,398.51
De-Installation and Transport Service (CPU Only) – Reuse Monitor	4,085	\$32.83	\$134,110.55

Optional As Needed Services

Description of the Service(s)	Units	Per Unit Price	Line Total
Warehouse and Redelivery of New Customer Systems (120 Days)	TBD	\$17.78	TBD
Monitor Installation Service with Warehouse and Redelivery – Adding Monitor (Per Monitor)	TBD	\$17.02	TBD
Monitor De-Installation and Transport Service – Adding Monitor (Per Monitor)	TBD	\$7.75	TBD
Remote Laser Etching	TBD	\$16.25	TBD
Additional 30 Days of Warehousing – Laptop Only	TBD	\$4.64	TBD
Additional 30 Days of Warehousing – Client System	TBD	\$7.75	TBD

4.1 Estimate Revisions

Should DT Services' price estimate change because of a deviation in any assumption, engagement dependency, scope specification, or other provision of this SOW for which a change order as described in the Change Management Process section of this SOW does not already apply, DT Services will notify Customer and discuss any next steps. This may necessitate invoking the Change Management Process.

CONSIDER APPROVAL OF NETWORK HARDWARE

RECOMMENDATION:

That the Board of Trustees approve the purchase of network switches, wireless access points, data drops, and related components and services in the amount of \$642,723.55 from Red River Technology LLC and Rock IT.

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 Polly Ryon Middle School, Reading Junior High, Terry High School, and Lamar Consolidated High School due to the number of students and concurrently connected devices. Because of this, these locations will receive new hardware to meet the new standards. Red River Technology LLC and Rock IT will provide network switches, access points, network drops, and components for \$584,294.14 plus a 10% contingency of \$58,429.41 for a total of \$642,723.55.

PROGRAM DESCRIPTION:

Requests for Proposals (RFP) for the network switches and wireless access points 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. Rock IT offers their services through a TIPS contract. This project will be paid for using remaining 2011 technology bond funds.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



Red River Technology LLC

21 Water Street
 Suite 500
 CLAREMONT, NH 03743
Ph: 603-448-8880
Fax: 603-448-8844
www.redriver.com

Quote No: OP-0032722-1

Quote Date: 04/06/2020

RFQ:

Contract: Open Market

To:
Lamar Consolidated Independent School District
DAVID BANKS
 ,
Email: david.banks@lcsd.org

Red River is monitoring the current health and economic environment as it relates to our supply chain. The lead times on this quote are based on the most current information available and are subject to change as the situation evolves.

Quote Name: OP-0032722

Account Rep	Sales Support	Lead Time	Ship Via	F.O.B.	Terms
Chad Stewart chad.stewart@redriver.com 512-635-9608	Chris Glock-Shambo chris.glock-shambo@redriver.com	60 Days ARO	GROUND SHIPPING	FOB Destination	NET 30

Line	Item	Description	QTY	Price	Ext. Price
1	MR46-HW	CISCO MERAKI MR55 CLOUD MANAGED INDOOR AP	41	\$507.15	\$20,793.15
2	MR56-HW	MERAKI MERAKI MR55 INDOOR AP WITH EXTERNAL ANTENNA CONNEC TORS	318	\$647.15	\$205,793.70
3	MR53E-HW	CISCO MERAKI MR53E INDOOR AP WITH EXTERNAL ANTENNA CONNE CTORS	47	\$594.65	\$27,948.55
4	MA-ANT-3-B6	CISCO MERAKI INDOOR BENDABLE DUAL-BAND DIPOLE ANTENNA - 6PK	47	\$69.65	\$3,273.55
5	LIC-ENT-5YR	CISCO MERAKI MR ENTERPRISE LICENSE, 5YR	406	\$166.50	\$67,599.00
6	C9300-48UN-EDU	CISCO CATALYST 9300 48-PORT 5GBPS, K12	24	\$4,625.00	\$111,000.00
7	S9300UK9-169	CISCO UNIVERSAL	24	\$0.00	\$0.00
8	PWR-C1-1100WAC-P	CISCO 1100W AC 80+ PLATINUM CONFIG 1 POWER SUPPLY	24	\$0.00	\$0.00
9	C9300-SPS-NONE	CISCO NO SECONDARY POWER SUPPLY SELECTED	24	\$0.00	\$0.00
10	CAB-TA-NA	CISCO NORTH AMERICA AC TYPE A POWER CABLE	24	\$0.00	\$0.00
11	NM-BLANK-T1	CISCO CISCO CATALYST TYPE 1 NETWORK MODULE BLANK	24	\$0.00	\$0.00
12	PWR-C1-BLANK	CISCO CONFIG 1 POWER SUPPLY BLANK	24	\$0.00	\$0.00
13	C9300-NM-NONE	CISCO NO NETWORK MODULE SELECTED	24	\$0.00	\$0.00
14	NETWORK-PNP-LIC	CISCO NETWORK PLUG-N-PLAY CONNECT FOR ZERO-TOUCH DEVICE DEPLOYMENT	24	\$0.00	\$0.00

D&B No: 933678708 Cage Code: 04MB1 Tax ID No: 02-0483341 ISO 9001:2015

Line	Item	Description	QTY	Price	Ext. Price
15	C9300-NW-A-48	CISCO C9300 NETWORK ADVANTAGE, 48-PORT LICENSE	24	\$0.00	\$0.00
16	C9300-DNA-A-48	CISCO C9300 DNA ADVANTAGE, 48-PORT TERM LICENSES	24	\$0.00	\$0.00
17	C9300-DNA-A-48- 5Y	CISCO C9300 DNA ADVANTAGE, 48-PORT, 5 YEAR TERM LICENSE	24	\$2,323.60	\$55,766.40
18	PI-LFAS-T	CISCO PRIME INFRASTRUCTURE LIFECYCLE & ASSURANCE TERM - SMART LIC	24	\$0.00	\$0.00
19	PI-LFAS-AP-T-5Y	CISCO PI DEV LIC FOR LIFECYCLE & ASSURANCE TERM 5Y	24	\$0.00	\$0.00
20	PWR-C1- 1100WAC=	CISCO 1100W AC CONFIG 1 POWER SUPPLY	24	\$728.90	\$17,493.60
21	CAB-TA-NA	CISCO NORTH AMERICA AC TYPE A POWER CABLE	24	\$0.00	\$0.00
22	C9300-NM-8X=	CISCO CATALYST 9300 8 X 10GE NETWORK MODULE, SPARE	24	\$978.65	\$23,487.60
23	TERRY-HIGH- SCHOOL	RED RIVER TERRY HIGH SCHOOL	1	\$13,827.15	\$13,827.15
24	RYON-MIDDLE- SCHOOL	RED RIVER RYON MIDDLE SCHOOL	1	\$6,287.15	\$6,287.15
25	READING- JUNIOR-HIGH	RED RIVER READING JUNIOR HIGH	1	\$9,404.29	\$9,404.29
26	LAMAR-HIGH- SCHOOL	RED RIVER LAMAR HIGH SCHOOL	1	\$13,570.00	\$13,570.00
=====					
TOTAL: \$576,244.14					

*** Attention Contracting *** Domestic Orders placed against this quote may be subject to state sales tax unless your organization's tax exemption certificate for the appropriate state(s) is included in your order.

This quote is provided IAW FAR Part 13, 14, or 15.

This quote is valid for 30 days unless otherwise noted within this quote.

REMIT TO:

Red River Technology LLC
PO Box 780924
Philadelphia, PA 19178-0924

We welcome your feedback.

Please complete our Customer Survey:
<http://www.redriver.com/customer-survey>



Terms and Conditions

Thank you for choosing to work with Red River Technology LLC (Red River).

These terms and conditions apply to any order resulting from this quote except to the extent of any conflict with any applicable customer-specific contract (including without limitation any government indefinite-delivery/indefinite-quantity contract) or applicable law. In the event of such a conflict, the contract or applicable law shall supersede and take precedence over these terms and conditions.

Quotations are considered all or nothing unless otherwise specified. Please contact us if you would like to procure only a portion of the products or services identified in this quotation.

This quote is intended for the use of the person or entity to whom it is addressed and contains information that is privileged and confidential and may be protected from disclosure under applicable law. If you are not the intended recipient, your use of this message for any purpose is strictly prohibited. If you have received this quote in error, please notify the sender so that we may correct our records.

By soliciting and accepting this quote, the intended recipient of this quote agrees not to disclose its content to any third party, including without limitation any other vendors, and agrees not to use this quote for any purpose other than determining whether to purchase the quoted goods or services from Red River. You agree that Red River shall be entitled to seek a court order enjoining any violation of this obligation in addition to other remedies afforded under law for any violation.

All purchases are subject to credit approval.

Red River may invoice for hardware/software products and licensing upon proof of delivery. Invoicing for services will be based on Period of Performance (POP) start date, milestone completion, or as otherwise agreed upon in an agreed-upon Statement of Work (SOW).

All returns are subject to pre-approval and must have an RMA (Return Merchandise Authorization) number issued by Red River. Return approval may be based on the policies of the manufacturers whose products we provide. Generally, unopened products in 100% re-sellable condition may be returned within 30 days. Please take note that most manufacturers do not permit the return of products that have been opened, custom built or otherwise preconfigured. Some manufacturers do not allow returns for any reason. Please check with your sales representative for specific manufacturer return guidelines. Failure to return a product within the applicable return period will be deemed to be an acceptance of the product.

Red River does not separately warrant the products of the manufacturers we carry and disclaims all warranties except as otherwise agreed in writing between you and Red River.

Red River will honor the pricing in this quotation for a period of 30 days pending manufacturer or distributor price increase or discontinuance, unless otherwise noted within this quote.

Shipments of information technology products to California may require additional charges to cover CA state environmental fees, for which the customer will be responsible.

Any dispute arising out of or relating to this quotation or a resulting order will be resolved exclusively in a court of competent jurisdiction in the State of New Hampshire. The customer will be responsible for all legal costs and other third-party collection fees associated with Red River's efforts to collect non-payment of invoices. This paragraph does not apply to government customers.

Orders may be subject to state or local taxes without the provision of reseller, or valid tax exemption certificates.

By soliciting and accepting this quote, the intended recipient of this quote will comply with the most recent version of the clauses set forth in the Federal Acquisition Regulation (FAR) 52.244-6, entitled "Subcontracts for Commercial Items," and Defense Federal Acquisition Regulation Supplement (DFARS) clauses applicable to subcontracts for commercial items.

These terms and conditions are subject to change prior to issuance of any order.

Additional shipping charges may apply when OCONUS, expedited, or heavy-weight shipments or any non-standard shipping arrangements are requested and/or required for order fulfillment.

Any Trade Agreements Act (TAA) information in this quote is based solely on data from the applicable manufacturer/supplier source.

TAA is determined at time of quote. NC=Non-TAA compliant, C=Compliant, NA=TAA Not Applicable

Red River will communicate changes in TAA status impacting customer requirements promptly upon being informed of such changes by the manufacturer/supplier source.

 TIPS Contract

TIPS - 190302 Technology Solutions Products and Services

Professional Services

Description	Price	Qty	Ext. Price
Data Drop Cat 6a Data Drop - Gym/High Ceiling Data Runs - Price includes lift rental Ryon - 4, Reading - 7, Terry HS - 6, Lamar CHS - 6	\$350.00	23	\$8,050.00

Subtotal: \$8,050.00

INFORMATION ITEM: REPORT ON BOARD MEMBER TRAINING

School board members are required by Texas law and State Board of Education rule to participate in four types of continuing education: an orientation to local district policy and to the laws affecting public education in Texas; an annual team building activity, taken in conjunction with the rest of the board and the superintendent; a specified number of hours each year in areas of special need; and evaluating and improving student outcomes. Board members determine needs with their board annually by reviewing the Framework for School Board Development, a document that outlines the tasks an effective board performs in its governing capacity. Continuing education courses that address these needs are available through a variety of sources.

Annually, the current president of each local Board of Trustees shall make an announcement stating Board members who have met the required hours of training and who have not met their basic obligation and expectation of the State Board of Education. The president shall cause the minutes of the local board to reflect the board members who have and who have not completed the required training and shall make this information available to the local media.

Attached is a chart reflecting each board members credits by Tier.

Resource Person: Dr. Thomas Randle, Superintendent

Continuing Education Requirements for School Board Members - 2019- 2020 School Year

as of March 27, 2020

	Tier 1			Tier 2	Tier 3		Tier 4
	Local District Orientation - new members only	Orientation to the Texas Education Code - new members only (3 hours)	Update to the Texas Education Code (Fall 2019)	Team-Building (At least 3 hours)	Additional Continuing Education (At least 10 hours for new members & 5 hours for experienced members)	Open Meetings Training - new members only (1 hour)	Evaluating and Improving Student Outcomes (Every 2 years)
Board Members							
Bronsell, Mandi	6/2/2017 4.50	11/15/2017 3.00	11/20/2019 2.00	10/24/2019 3.00	15.23	6/16/2017 1.25	2/19/2020 3.00
Danziger, Kay	5/29/2013 4.00	9/11/2013 3.00	10/30/2019 2.00	10/24/2019 3.00	24.50	6/7/2013 1.25	2/19/2020 3.00
Hubenak, Joe	6/2/2017 4.50	11/15/2017 3.00	10/30/2019 2.00	10/24/2019 3.00	13.48	6/16/2017 1.25	2/19/2020 3.00
Hunt, Alex	6/3/2019 4.75	9/4/2019 3.00	n/a	10/24/2019 3.00	15.50	6/14/2019 1.25	9/11/2019 3.00
Kaminski, Kathryn	5/29/2013 4.00	9/11/2013 3.00	10/30/2019 2.00	10/24/2019 3.00	15.99	9/28/2013 1.25	2/19/2020 3.00
Welch, Jon	6/3/2019 4.75	9/4/2019 3.00	n/a	10/24/2019 3.00	15.50	6/14/2019 1.25	9/11/2019 3.00
Williams, Joy	6/3/2019 4.75	9/4/2019 3.00	n/a	10/24/2019 3.00	20.00	6/14/2019 1.25	9/11/2019 3.00

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF MARCH 31, 2020)**

- Exhibit "A" gives the LCISD collections made during the month of March 31, 2020.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2019 through August 31, 2020.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2018-19 roll as compared to prior years. Through March 31, 2020, LCISD had collected 96.8 % of the 2019-20 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2019-2020.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

Resource Person: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Lamar Consolidated ISD
Tax Collections
March 2020

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund Taxes Paid	General Fund P & I & Collection Fees	Debt Service Taxes Paid	Debt Service P & I & Collection Fees
19	\$ 2,405,208.11	\$ 188,718.46	\$ 3,797.99	\$ 2,597,724.56	\$ 1,767,464.11	\$ 142,477.30	\$ 637,744.00	\$ 50,039.15
18	\$ 42,714.93	\$ 13,435.38	\$ 12,865.35	\$ 69,015.66	\$ 32,573.99	\$ 23,111.01	\$ 10,140.94	\$ 3,189.72
17	\$ 7,659.76	\$ 3,132.45	\$ 2,304.54	\$ 13,096.75	\$ 5,731.11	\$ 4,648.32	\$ 1,928.65	\$ 788.67
16	\$ 4,830.17	\$ 1,768.87	\$ 1,086.18	\$ 7,685.22	\$ 3,614.00	\$ 2,409.65	\$ 1,216.17	\$ 445.40
15	\$ 4,538.52	\$ 1,862.55	\$ 1,149.66	\$ 7,550.73	\$ 3,395.77	\$ 2,543.23	\$ 1,142.75	\$ 468.98
14	\$ 224.67	\$ 151.98	\$ 75.21	\$ 451.86	\$ 168.10	\$ 188.92	\$ 56.57	\$ 38.27
13	\$ 265.65	\$ 221.21	\$ 83.13	\$ 569.99	\$ 198.76	\$ 248.66	\$ 66.89	\$ 55.68
12	\$ 101.79	\$ 81.81	\$ 25.59	\$ 209.19	\$ 76.15	\$ 86.80	\$ 25.64	\$ 20.60
11	\$ 60.27	\$ 66.30	\$ 25.32	\$ 151.89	\$ 44.22	\$ 73.97	\$ 16.05	\$ 17.65
10	\$ 2,524.29	\$ 3,078.74	\$ 1,120.60	\$ 6,723.63	\$ 1,886.99	\$ 3,422.06	\$ 637.30	\$ 777.28
09	\$ 48.62	\$ 59.24	\$ 21.57	\$ 129.43	\$ 38.22	\$ 68.14	\$ 10.40	\$ 12.67
08	\$ 42.17	\$ 50.60	\$ 18.55	\$ 111.32	\$ 33.15	\$ 58.33	\$ 9.02	\$ 10.82
07	\$ 42.17	\$ 50.60	\$ 18.55	\$ 111.32	\$ 32.50	\$ 57.55	\$ 9.67	\$ 11.60
06	\$ 59.16	\$ 70.24	\$ 22.13	\$ 151.53	\$ 50.84	\$ 82.49	\$ 8.32	\$ 9.88
05	\$ 12.14	\$ 19.53	\$ 5.83	\$ 37.50	\$ 10.73	\$ 23.09	\$ 1.41	\$ 2.27
04	\$ 0.37	\$ 0.71	\$ 0.22	\$ 1.30	\$ 0.33	\$ 0.85	\$ 0.04	\$ 0.08
03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
98 & prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 2,468,332.79	\$ 212,768.67	\$ 22,620.42	\$ 2,703,721.88	\$ 1,815,318.97	\$ 179,500.37	\$ 653,013.82	\$ 55,888.72

**Lamar Consolidated ISD
Tax Collections
September 1, 2019-August 31, 2020
(Year-To-Date)**

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 3/31/2020
19	\$ 226,337,947.63	\$ 450,023.27	\$ 226,787,970.90	\$ 219,578,594.99	\$ 349,952.52	\$ 6,823.37	\$ 219,935,370.88	\$ 7,209,375.91
18	\$ 1,852,284.73	\$ (139,499.15)	\$ 1,712,785.58	\$ 741,862.87	\$ 174,106.84	\$ 183,941.53	\$ 1,099,911.24	\$ 970,922.71
17	\$ 753,434.33	\$ 4,654.30	\$ 758,088.63	\$ 227,039.94	\$ 46,372.28	\$ 34,633.03	\$ 308,045.25	\$ 531,048.69
16	\$ 483,797.86	\$ 70,577.20	\$ 554,375.06	\$ 172,177.55	\$ 19,808.24	\$ 9,801.35	\$ 201,787.14	\$ 382,197.51
15	\$ 359,034.95	\$ 69,907.29	\$ 428,942.24	\$ 137,428.88	\$ 14,299.95	\$ 5,185.81	\$ 156,914.64	\$ 291,513.36
14	\$ 284,968.99	\$ 71,700.85	\$ 356,669.84	\$ 130,472.61	\$ 11,227.45	\$ 2,556.82	\$ 144,256.88	\$ 226,197.23
13	\$ 181,212.70	\$ 27,917.19	\$ 209,129.89	\$ 40,807.91	\$ 12,008.15	\$ 2,363.46	\$ 55,179.52	\$ 168,321.98
12	\$ 171,398.72	\$ 4,168.05	\$ 175,566.77	\$ 19,459.23	\$ 11,360.80	\$ 2,260.73	\$ 33,080.76	\$ 156,107.54
11	\$ 163,967.05	\$ 4,667.51	\$ 168,634.56	\$ 11,297.12	\$ 7,074.83	\$ 590.49	\$ 18,962.44	\$ 157,337.44
10	\$ 148,558.56	\$ 4,140.31	\$ 152,698.87	\$ 6,109.25	\$ 6,048.38	\$ 1,848.69	\$ 14,006.32	\$ 146,589.62
09	\$ 132,336.46	\$ 5,477.00	\$ 137,813.46	\$ 10,336.00	\$ 12,486.55	\$ 3,952.65	\$ 26,775.20	\$ 127,477.46
08	\$ 72,060.64	\$ -	\$ 72,060.64	\$ 8,503.05	\$ 10,890.30	\$ 3,237.27	\$ 22,630.62	\$ 63,557.59
07	\$ 60,790.65	\$ -	\$ 60,790.65	\$ 4,171.00	\$ 5,169.74	\$ 1,198.03	\$ 10,538.77	\$ 56,619.65
06	\$ 63,941.53	\$ -	\$ 63,941.53	\$ 2,232.98	\$ 2,174.44	\$ 45.62	\$ 4,453.04	\$ 61,708.55
05	\$ 116,202.63	\$ -	\$ 116,202.63	\$ 354.26	\$ 476.94	\$ 105.60	\$ 936.80	\$ 115,848.37
04	\$ 32,870.47	\$ -	\$ 32,870.47	\$ 242.38	\$ 425.97	\$ 107.94	\$ 776.29	\$ 32,628.09
03	\$ 24,451.73	\$ -	\$ 24,451.73	\$ 1,074.18	\$ 2,150.33	\$ 482.23	\$ 3,706.74	\$ 23,377.55
02	\$ 13,926.08	\$ -	\$ 13,926.08	\$ 1,725.96	\$ 3,679.73	\$ 809.91	\$ 6,215.60	\$ 12,200.12
01	\$ 13,165.64	\$ -	\$ 13,165.64	\$ 1,731.24	\$ 3,886.10	\$ 840.88	\$ 6,458.22	\$ 11,434.40
00	\$ 13,369.17	\$ -	\$ 13,369.17	\$ 1,731.29	\$ 4,097.43	\$ 872.88	\$ 6,701.60	\$ 11,637.88
99	\$ 10,778.21	\$ -	\$ 10,778.21	\$ 1,654.57	\$ 4,123.61	\$ 865.97	\$ 6,644.15	\$ 9,123.64
98 & prior	\$ 11,715.80	\$ -	\$ 11,715.80	\$ 1,707.07	\$ 4,555.08	\$ 939.35	\$ 7,201.50	\$ 10,008.73
Totals	\$231,302,214.53	\$573,733.82	\$231,875,948.35	\$221,100,714.33	\$706,375.66	\$263,463.61	\$222,070,553.60	\$10,775,234.02

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION ANALYSIS
PERCENT Y-T-D BY MONTH
FOR CURRENT LEVY ONLY**

MONTH	2019-2020	2018-2019	2017-2018	2016-2017	2015-2016	2014-2015	2013-2014	2012-13	2011-12	2010-11	2009-10	2008-09
SEPT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
OCT	0.0%	0.2%	0.0%	0.0%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%
NOV	3.7%	4.7%	0.5%	3.2%	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%
DEC	54.1%	52.6%	51.4%	50.3%	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%
JAN	85.2%	85.9%	83.9%	87.2%	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%
FEB	95.6%	95.9%	95.7%	95.6%	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%
MAR	96.8%	97.0%	96.9%	96.9%	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%
APR		97.7%	97.6%	97.5%	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%
MAY		98.2%	98.2%	98.2%	98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%
JUNE		98.6%	98.6%	98.6%	98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%
JULY		99.0%	98.9%	98.9%	99.0%	98.9%	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%
AUG		99.2%	99.1%	99.1%	99.2%	99.0%	99.2%	99.1%	98.9%	98.8%	98.2%	98.2%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2019-20 TAX COLLECTIONS
AS OF MARCH 31, 2020**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 3/31/2020	% OF BUDGET COLLECTED
2019	2019-2020	\$ 224,808,527	\$ 219,578,595	97.67%
2018 & Prior	2018-19 & Prior	\$ 2,100,000	\$ 1,522,119	72.48%
TOTAL		\$ 226,908,527	\$ 221,100,714	97.44%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF MARCH 31, 2020**

SCHOOL YEAR TAX YEAR	2014-15 2014	2015-16 2015	2016-17 2016	2017-18 2017	2018-19 2018	2019-20 2019
COLLECTION YEAR						
1 Orig. Levy	\$ 153,118,133	\$ 173,016,530	\$ 190,749,742	\$ 206,293,212	\$ 218,981,334	\$ 226,337,948
1 Collections	\$ 160,220,428	\$ 178,028,558	\$ 195,553,464	\$ 206,646,042	\$ 217,996,739	\$ 219,578,595
Adj. To Roll	\$ 8,680,375	\$ 6,473,810	\$ 6,618,386	\$ 2,203,756	\$ 867,691	\$ 450,023
2 Collections	\$ 1,201,706	\$ 745,585	\$ 1,046,154	\$ 1,082,253	\$ 741,863	
Adj. To Roll	\$ 165,920	\$ (149,323)	\$ (98,963)	\$ (15,240)	\$ (139,499)	
3 Collections	\$ 305,374	\$ 192,822	\$ 424,152	\$ 227,040		
Adj. To Roll	\$ 102,657	\$ 63,603	\$ 238,403	\$ 4,654		
4 Collections	\$ 215,732	\$ 311,639	\$ 172,178			
Adj. To Roll	\$ 191,096	\$ 233,019	\$ 70,577			
5 Collections	\$ 282,605	\$ 137,429				
Adj. To Roll	\$ 252,632	\$ 69,907				
6 Collections	\$ 130,473					
Adj. To Roll	\$ 71,701					
TOTAL:						
COLLECTIONS	\$ 162,356,317	\$ 179,416,033	\$ 197,195,948	\$ 207,955,335	\$ 218,738,602	\$ 219,578,595
ADJUSTED TAX ROLL	\$ 162,582,514	\$ 179,707,546	\$ 197,578,146	\$ 208,486,383	\$ 219,709,526	\$ 226,787,971
BALANCE TO BE COLLECTED	\$ 226,197	\$ 291,514	\$ 382,197	\$ 531,048	\$ 970,924	\$ 7,209,376
ADJ. TAXABLE VALUE	\$ 11,696,162,987	\$ 12,928,135,419	\$ 14,213,743,796	\$ 14,998,480,829	\$ 15,806,440,683	\$ 17,180,906,914
TOTAL % COLLECTIONS AS OF MARCH 31, 2020	99.9%	99.8%	99.8%	99.7%	99.6%	96.8%
TAX RATE	1.39005	1.39005	1.39005	1.39005	1.39000	1.32000

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

Below is a list of invoices that have been approved for payment.

Charlie Kalkomey (Bowie ES)	Application # 1	\$	13,750.00
Charlie Kalkomey (Foster HS)	Application # 1	\$	5,250.00
Charlie Kalkomey (George JHS)	Application # 1	\$	14,250.00
Charlie Kalkomey (George Ranch HS)	Application # 1	\$	3,750.00
Charlie Kalkomey (Jackson ES)	Application # 1	\$	6,500.00
Charlie Kalkomey (Navarro MS)	Application # 1	\$	3,250.00
Charlie Kalkomey (Ryon MS)	Application # 1	\$	3,250.00
Charlie Kalkomey (Smith ES)	Application # 1	\$	5,050.00
Charlie Kalkomey (Taylor Ray ES)	Application # 1	\$	8,900.00
Charlie Kalkomey (Terry HS)	Application # 1	\$	17,650.00
Charlie Kalkomey (Wertheimer MS)	Application # 1	\$	3,250.00
Charlie Kalkomey (Wessendorff MS)	Application # 1	\$	3,750.00
Drymalla Construction (Randle HS/Wright JHS Complex)	Application # 1	\$	710,593.35

EAB (Tamarron ES)	Application # 2	\$	4,850.00
EAB (Tamarron ES)	Application # 3	\$	9,860.00
Hayden Paving (Campbell ES/Dickinson ES)	Application # 9	\$	99,500.58
Huckabee (Campbell ES – Improvements)	Application # 8	\$	549.69
Huckabee (Navarro ES – Improvements)	Application # 8	\$	381.76
Huckabee (Wessendorff MS – Improvements)	Application # 8	\$	568.80
Huckabee (Williams ES – Improvements)	Application # 8	\$	2,080.23
LA Surveying (Morgan ES)	Application # 1	\$	20,500.00
PBK Architects (Lamar CHS/Lamar JH)	Application # 3	\$	7,885.35
PBK Architects (Lamar CHS Improvements)	Application # 2	\$	26,061.75
PBK Architects (Lamar CHS Improvements – Reimbursables)	Application # 2	\$	66.27
PBK Architects (Lamar JHS Improvements)	Application # 2	\$	734.83
PBK Architects (Lamar JHS Improvements)	Application # 3	\$	30.62
PBK Architects (Long Range Facilities Plan)	Application # 8	\$	4,988.75
PBK Architects (Randle HS)	Application # 17	\$	43,035.30

PBK Architects (Traylor Stadium Improvements)	Application # 3	\$	4,811.40
PBK Architects (Traylor Stadium Press Box)	Application # 8	\$	1,212.00
PBK Architects (Traylor Stadium Turf)	Application # 1	\$	7,290.00
PBK Architects (Wright JHS)	Application # 17	\$	24,105.60
Terracon (Polly Ryon MS Orchestra Room)	Application # 1	\$	3,300.00
Terracon (Wessendorff MS Orchestra Room)	Application # 1	\$	3,300.00
Texas Air Systems (Williams ES)	Application # 1	\$	1,850.00
VLK Architects (ALC)	Application # 3	\$	177,876.00
VLK Architects (ALC)	Application # 4	\$	47,433.60
VLK Architects (Brazos Crossing)	Application # 1	\$	2,868.75
VLK Architects (Brazos Crossing)	Application # 2	\$	2,868.75
VLK Architects (Jane Long Historic Gym)	Application # 2	\$	60,723.89
VLK Architects (Jane Long Historic Gym)	Application # 3	\$	16,159.50
VLK Architects (Jane Long Historic Gym - Reimbursables)	Application # 1	\$	225.30
VLK Architects (Jane Long Historic Gym - Reimbursables)	Application # 2	\$	67.92

VLK Architects
(Terrys HS/George JH)

Application # 1 \$ **53,399.25**

Vanier
(Ag Barn #2)

Application # 56 \$ **2,805.00**

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

**8.B.#3a. – PLANNING
BOARD REPORT
APRIL 16, 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	584,061.29	700,000.00
Pink Elementary- Foundation	1,056,000.00	1,046,744.57	9,255.43	1,040,409.39	1,046,744.57
Natatorium - Foster High School	8,648,880.00	8,625,304.19	23,575.81	8,639,736.73	8,648,880.00
Natatorium - Fulshear High School	8,832,167.00	8,694,984.00	137,183.00	8,570,125.36	8,832,167.00
Natatorium - George Ranch High School	9,086,569.00	9,001,276.00	85,293.00	8,954,104.13	9,086,569.00
Service Center/M&O	12,146,000.00	12,146,000.00	0.00	11,537,117.69	12,146,000.00
THS Band Hall	700,000.00	697,938.00	2,062.00	644,650.77	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	110,084,451.52	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	23,117,280.31	3,090,093.69	17,621,497.41	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	71,677,016.92	9,468,081.08	63,563,010.68	81,145,098.00
Grand Total	197,541,034.00	185,414,246.83	12,126,787.17	173,647,462.20	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.
- Carpet installation has begun.
- Vinyl Wall Covering installation has begun.
- Permanent power complete.
- Gas service complete
- Brick installation is 100% complete.
- MEP rough-in is 85% complete.
- Ceiling grid installation is 70% 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

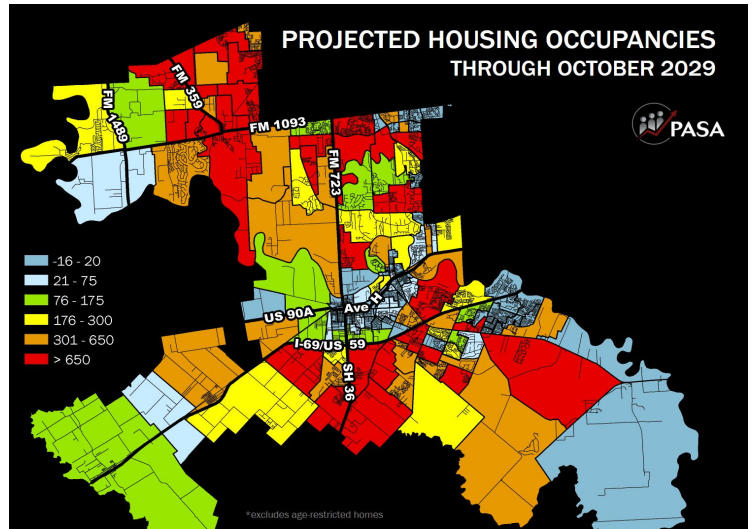
Foster High School Baseball Scoreboard	Completed March 2016
Bentley Elementary School	Completed December 2016
Huggins Elementary School New Parent Drive	Completed May 2017
Lindsey Elementary School	Completed October 2017
Pink Elementary School Repairs	Completed November 2017
Chiller Replacement at six 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
April 2020**

**Facilities Assessment and
Long Range Plan**

Information Item was presented at the March Board Meeting.

Citizens' Bond Committee will utilize the data to create the 2020 Bond.



**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.

Contractor recommendation is on the April Board Agenda.



Jane Long Historic Gym Renovations

VLK is the Architect of Record.

Advertisements have been published.

Contractor recommendation will be on the May Board Agenda.



ALC/1621 Additions and Renovations

VLK is the Architect of Record.

Advertisements have been published.

Contractor recommendation will be on the May Board Agenda.



Lamar CHS & Lamar JHS Additions & Renovations

PBK is the Architect of Record.

Design Development is on the April Board Agenda.



Terry HS & George JHS Additions & Renovations

VLK Architects is the Architect of Record.
Construction documents are being developed.



Multi-Campus Carpet Replacement

Corgan is the Architect of Record.
Construction Phase is underway.
Contractor is ordering materials to begin installation in June.



Multi-Campus Improvements & HVAC Controls Upgrades

Corgan is the Architect of Record.
Construction Phase is underway.
Contractor is ordering materials to begin installation in June.



Multi-Purpose Space (HS) & Orchestra (MS) Additions

PBK is the Architect of Record.
Contractor recommendation will be on the May Board Agenda.



Brazos Crossing Exterior Improvement

VLK is the Architect of Record.

Design Development will be presented at the May Board Meeting.



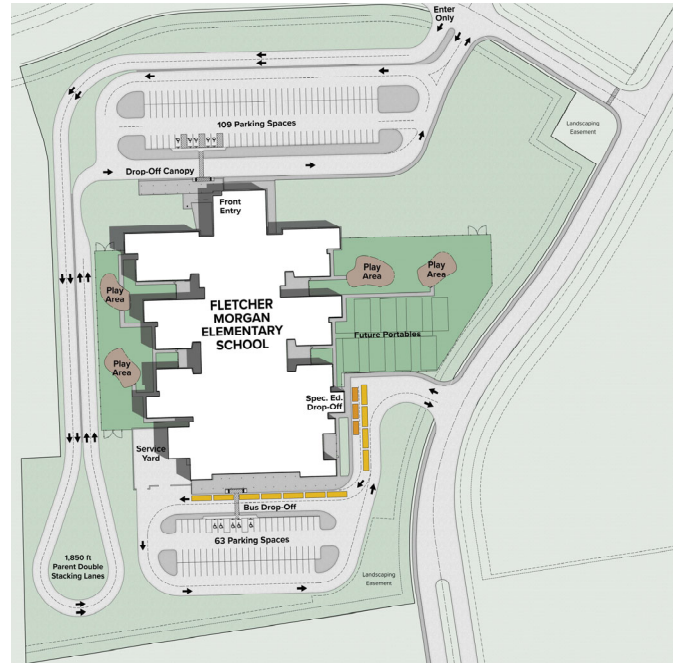
Fletcher Morgan, Jr. Elementary School

Advertisements have been published.

Contractor recommendation will be on the May Board Agenda.

Property is located on FM 1093 across from the Weston 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																

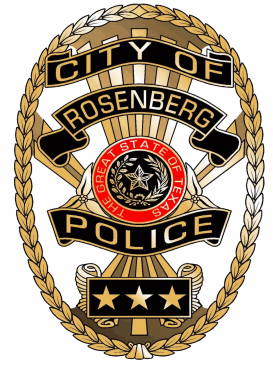
INFORMATION ITEM: SCHOOL RESOURCE DIVISION UPDATE

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.

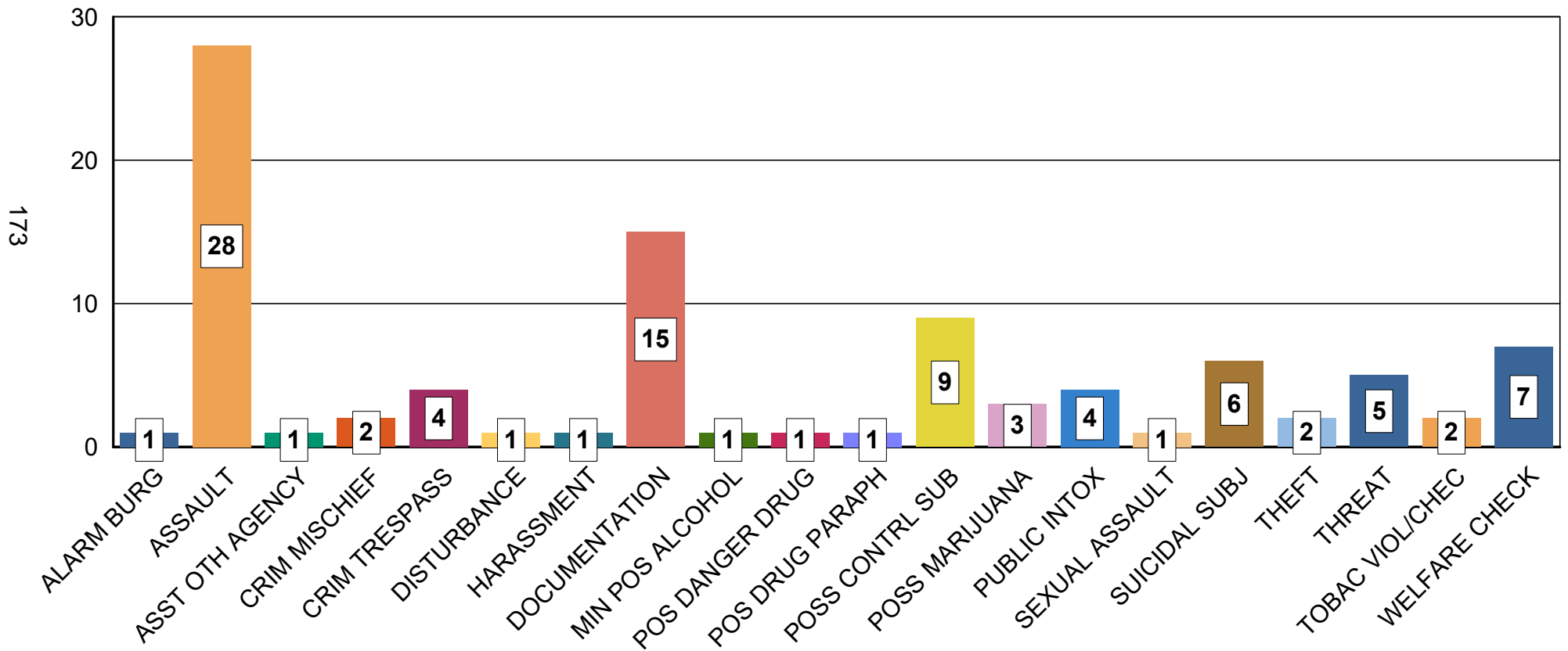
Resource Person: Mike Rockwood, Chief of Staff
Asst. Chief Jarret Nethery, Rosenberg Police Department

SRO Division

Monthly Activity - Incident Response Reports Written in February 2020



Incident Types



ALARM BURG : 1

ALARM BURG 20-08355 5500 AVE N; TERRY HIGH SCHOOL TRSP Becerra, Joseph

ASSAULT : 28

ASSAULT 20-05378 8181 FM 762; GEORGE RANCH HIGH SCHOOL ASLT Surratt,Katrina

Assault 20-05585 915 COLE AVE APT 1804; FALCON POINT APT 1804 INH Mehling, W

ASSAULT 20-05603 4601 AIRPORT AVE; GEORGE JR HIGH ASLT Segura, Daryl

ASSAULT 20-05755 4400 FM 723; FOSTER HIGH SCHOOL ASIM Weishiemer, R

ASSAULT 20-06128 4814 MUSTANG AVE; LAMAR JR HIGH ASIM Price, Jerry

ASSAULT 20-06136 1930 J MEYER RD; MEYER ELEMENTARY ASLT Segura, Daryl

ASSAULT 20-06171 8181 FM 762; GEORGE RANCH HIGH SCHOOL ASLT Armstrong, B

ASSAULT 20-06177 9320 CHARGER WAY; LEAMAN JR HIGH ASLT Rios, Mario

174

ASSAULT 20-06199 9302 CHARGER WAY; FULSHEAR NATATORIUM ASLT Nichols, C

ASSAULT 20-06645 1708 AVE M; ALC ASIM Phillips, S

ASSAULT 20-06810 4400 FM 723; FOSTER HIGH SCHOOL ASLT DeRoch, Sean

ASSAULT 20-06832 9320 CHARGER WAY; LEAMAN JR HIGH ASLT Rios, Mario

ASSAULT 20-06923 1001 COLLINS RD; PINK ELEMENTARY ASIM Mehling, W

ASSAULT 20-07825 1 HUGGINS DR; HUGGINS ELEMENTARY ASIM Rios, Mario

ASSAULT 20-08073 8181 FM 762; GEORGE RANCH HIGH SCHOOL ASTR Surratt,Katrina

ASSAULT 20-08507 1708 AVE M; ALC ASPT Phillips, S

ASSAULT 20-08663 4601 AIRPORT AVE; GEORGE JR HIGH ASIM Segura, Daryl

ASSAULT 20-08697 1708 AVE M; ALC ASLT Phillips, S

ASSAULT	20-09175	4814 MUSTANG AVE; LAMAR JR HIGH	ASLT	Price, Jerry
ASSAULT	20-09233	8181 FM 762; GEORGE RANCH HIGH SCHOOL	ASIM	Surratt,Katrina
ASSAULT	20-09233	8181 FM 762; GEORGE RANCH HIGH SCHOOL	CMMB	Surratt,Katrina
ASSAULT	20-09529	1708 AVE M; ALC	ASLT	Phillips, S
ASSAULT	20-09575	4700 AVE N; NAVARRO MIDDLE SCHOOL	ASIM	Mehling, W
ASSAULT	20-09721	8181 FM 762; GEORGE RANCH HIGH SCHOOL	ASIM	Armstrong, B
ASSAULT	20-09751	4606 MUSTANG AVE; LAMAR HIGH SCHOOL	ASLT	Leal, David
ASSAULT	20-09756	9302 CHARGER WAY; FULSHEAR HIGH SCHOOL	ASLT	Nichols, C
ASSAULT	20-09756	9302 CHARGER WAY; FULSHEAR HIGH SCHOOL	THFB	Nichols, C
ASSAULT	20-09907	8181 FM 762; GEORGE RANCH HIGH SCHOOL	ASLT	Surratt,Katrina

ASST OTH AGENCY : 1

175

ASST OTH AGENCY	20-05420	8181 FM 762; GEORGE RANCH HIGH SCHOOL	PCS2	Surratt,Katrina
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CRIM MISCHIEF : 2

CRIM MISCHIEF	20-05971	8181 FM 762; GEORGE RANCH HIGH SCHOOL	CMMB	Surratt,Katrina
CRIM MISCHIEF	20-09345	301 3RD ST; JACKSON ELEMENTARY	CMMA	DeRoch, Sean

CRIM TRESPASS : 4

CRIM TRESPASS	20-06801	4601 AIRPORT AVE; GEORGE JR HIGH	TRSP	Becerra, Joseph
CRIM TRESPASS	20-06801	4601 AIRPORT AVE; GEORGE JR HIGH	ASLT	Becerra, Joseph
CRIM TRESPASS	20-07968	4601 AIRPORT AVE; GEORGE JR HIGH	TRSP	Segura, Daryl
CRIM TRESPASS	20-09337	8181 FM 762; GEORGE RANCH HIGH SCHOOL	TRSP	Surratt,Katrina

DISTURBANCE : **1**

DISTURBANCE 20-06963 5500 AVE N; BF TERRY ASLT Aguilar, Antoni

HARASSMENT : **1**

HARASSMENT 20-09117 5500 AVE N; TERRY HIGH SCHOOL INH Aguilar, Antoni

IN HOUSE : **15**

IN HOUSE 20-05562 2611 AVE N; TAYLOR RAY ELEMENTARY INH Becerra, Joseph

IN HOUSE 20-05974 4300 FM 723; BRISCOE JR HIGH INH James Edge

IN HOUSE 20-05987 3602 WILLIAMS WAY BLVD; HUTCHISON ELEMENTARY INH Mehling, W

IN HOUSE 20-06174 4601 AIRPORT AVE; GEORGE JR HIGH INH Segura, Daryl

IN HOUSE 20-06176 2304 BAMORE RD; BOWIE ELEMENTARY INH Phillips, S

176 IN HOUSE 20-06186 4700 AVE N; NAVARRO MIDDLE SCHOOL MH Mehling, W

IN HOUSE 20-06803 4300 FM 723; BRISCOE JR HIGH ASLT James Edge

IN HOUSE 20-06919 8181 FM 762; GEORGE RANCH HIGH SCHOOL INH Surratt,Katrina

IN HOUSE 20-06961 4300 FM 723; BRISCOE JR HIGH INH James Edge

IN HOUSE 20-07721 4400 FM 723; FOSTER HIGH SCHOOL INH Weishiemer, R

IN HOUSE 20-08001 1708 AVE M; ALC INH Phillips, S

IN HOUSE 20-08222 8181 FM 762; GEORGE RANCH HIGH SCHOOL PULD Armstrong, B

IN HOUSE 20-09154 8181 FM 762; GEORGE RANCH HIGH SCHOOL MH Armstrong, B

IN HOUSE 20-09424 4300 FM 723; BRISCOE JR HIGH MH Weishiemer, R

IN HOUSE 20-09566 8181 FM 762; GEORGE RANCH HIGH SCHOOL PULD Armstrong, B

MIN POS ALCOHOL : 1

MIN POS ALCOHOL 20-05549 5500 AVE N; BF TERRY PTOS Aguilar, Antoni

POS DANGER DRUG : 1

POS DANGER DRUG 20-06759 4601 AIRPORT AVE; GEORGE JR HIGH PODD Segura, Daryl

POS DRUG PARAPH : 1

POS DRUG PARAPH 20-05374 4814 MUSTANG AVE; LAMAR JR HIGH PODP Price, Jerry

POSS CONTRL SUB : 9

POSS CONTRL SUB 20-05748 4601 AIRPORT AVE; GEORGE JR HIGH PCFD Becerra, Joseph

POSS CONTRL SUB 20-06636 8181 FM 762; GEORGE RANCH HIGH SCHOOL PCFD Armstrong, B

POSS CONTRL SUB 20-06636 8181 FM 762; GEORGE RANCH HIGH SCHOOL FORM Armstrong, B

177

POSS CONTRL SUB 20-06636 8181 FM 762; GEORGE RANCH HIGH SCHOOL FORM Armstrong, B

POSS CONTRL SUB 20-06636 8181 FM 762; GEORGE RANCH HIGH SCHOOL TWEV Armstrong, B

POSS CONTRL SUB 20-06640 8181 FM 762; GEORGE RANCH HIGH SCHOOL PCFD Armstrong, B

POSS CONTRL SUB 20-06753 8181 FM 762; GEORGE RANCH HIGH SCHOOL PCFD Armstrong, B

POSS CONTRL SUB 20-06947 5500 AVE N; TERRY HIGH SCHOOL PCFD Aguilar, Antoni

POSS CONTRL SUB 20-07165 8181 FM 762; GEORGE RANCH HIGH SCHOOL PCFD Armstrong, B

POSS MARIJUANA : 3

POSS MARIJUANA 20-05554 4400 FM 723; FOSTER HIGH SCHOOL POMD Weishiemer, R

POSS MARIJUANA 20-05575 4400 FM 723; FOSTER HIGH SCHOOL POMD Weishiemer, R

POSS MARIJUANA 20-08274 5500 AVE N; BF TERRY POMM Aguilar, Antoni

PUBLIC INTOX : 4

PUBLIC INTOX	20-08693	5500 AVE N; BF TERRY	PIM	Becerra, Joseph
PUBLIC INTOX	20-09577	5500 AVE N; TERRY HIGH SCHOOL	PI	Aguilar, Antoni
PUBLIC INTOX	20-09581	4606 MUSTANG AVE; LAMAR HIGH SCHOOL	PIM	Leal, David
PUBLIC INTOX	20-09788	8181 FM 762; GEORGE RANCH HIGH SCHOOL	PI	Armstrong, B

SEXUAL ASSAULT : 1

SEXUAL ASSAULT	20-07140	4606 MUSTANG AVE; LAMAR HIGH SCHOOL	SXAL	Leal, David
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SUICIDAL SUBJ : 6

SUICIDAL SUBJ	20-05376	6110 AUGUST GREEN DR; ARREDONDO ELEMENTARY	MH	Becerra, Joseph
SUICIDAL SUBJ	20-05802	1708 AVE M; ALC	MH	Phillips, S
SUICIDAL SUBJ	20-06116	6110 AUGUST GREEN DR; ARREDONDO ELEMENTARY	MH	Becerra, Joseph
SUICIDAL SUBJ	20-07060	6110 AUGUST GREEN DR; ARREDONDO ELEMENTARY	MH	Becerra, Joseph
SUICIDAL SUBJ	20-08572	5500 AVE N; TERRY HIGH SCHOOL	MH	Becerra, Joseph
SUICIDAL SUBJ	20-09568	9302 CHARGER WAY; FULSHEAR HIGH SCHOOL	MH	Nichols, C

THEFT : 2

THEFT	20-06740	1930 J MEYER RD; J MEYER ELEMENTARY	THPO	Becerra, Joseph
THEFT	20-09344	4400 FM 723; FOSTER HIGH SCHOOL	THPO	Weishiemer, R

THREAT : 5

THREAT	20-05622	8181 FM 762; GEORGE RANCH HIGH SCHOOL	INH	Surratt, Katrina
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THREAT	20-05632	4606 MUSTANG AVE; LAMAR HIGH SCHOOL	INH	Phillips, S
THREAT	20-07823	4700 AVE N; NAVARRO MIDDLE SCHOOL	DCT	Becerra, Joseph
THREAT	20-08501	6110 AUGUST GREEN DR; ARREDONDO ELEMENTARY	INH	Kreusch, Kelly
THREAT	20-08666	4300 FM 723; BRISCOE JR HIGH	INH	James Edge

TOBAC VIOL/CHEC : 2

TOBAC VIOL/CHEC	20-05968	8181 FM 762; GEORGE RANCH HIGH SCHOOL	PTOS	Armstrong, B
TOBAC VIOL/CHEC	20-06528	4601 AIRPORT AVE; GEORGE JR HIGH	TVMP	Segura, Daryl

WELFARE CHECK : 7

WELFARE CHECK	20-08297	8181 FM 762; GEORGE RANCH HIGH SCHOOL	MH	Armstrong, B
WELFARE CHECK	20-08483	8181 FM 762; GEORGE RANCH HIGH SCHOOL	MH	Armstrong, B
179 WELFARE CHECK	20-08711	9230 CHARGER WAY; ROBERTS MIDDLE SCHOOL	WELF	Rios, Mario
WELFARE CHECK	20-09214	4300 FM 723; BRISCOE JR HIGH	MH	James Edge
WELFARE CHECK	20-09567	8101 FM 762; READING JR HIGH	MH	Kreusch, Kelly
WELFARE CHECK	20-09585	6110 AUGUST GREEN DR; ARREDONDO ELEMENTARY	MH	Becerra, Joseph
WELFARE CHECK	20-09923	8181 FM 762; GEORGE RANCH HIGH SCHOOL	MH	Armstrong, B

Grand Total: 89