

A PROUD TRADITION | A BRIGHT FUTURE

REGULAR BOARD MEETING

Wednesday, June 17, 2020

7:00 PM

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

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
JUNE 17, 2020
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
4. Introductions
5. Audience to patrons
6. Approval of minutes
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 - A. Meetings and events
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 - A. Meetings and events
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 3. Consider approval of an Interlocal Cooperation Agreement with Equal Opportunity Schools 36
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11. CLOSED SESSION	

- A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time _____)
1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee. 244
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information) 245
 - c. Employee resignations and retirements (Information) 269
 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 11th day of June 2020 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.



Karen Vacek
Secretary to Superintendent

Special Meeting

Be It Remembered

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

Notice of Special Meeting Held

On this the 19th day of May 2020, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas convened in in a Special Session in Rosenberg, Fort Bend County, Texas. Meetings of the Board are normally held at 3911 Avenue I, Rosenberg, Texas; **however, this meeting was conducted by video and audio conference in accordance with the governance authorization concerning suspension of certain open meeting law requirements for the COVID-19 (Coronavirus) disaster.** A quorum of members of the Board participated in the meeting and was audible to the public.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

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

Others Present:

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

BUSINESS TRANSACTED

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

2. INFORMATION / WORKSHOP

2. A Discussion of May 21st Regular Board meeting agenda items

The Board reviewed the May 21st Regular Board Meeting Agenda items.

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8. ACTION ITEMS

8. A GOAL: INSTRUCTIONAL

8. A-2 Consider approval of the 2020-2021 agreement for Educational Services between Lamar Consolidated Independent School District and Fort Bend County Juvenile Detention Center

Mr. Hunt asked how instruction has been affected by COVID/19 at JDC. Dr. Osagie said that students are still receiving instruction remotely.

8. A-3 Consider approval of a resolution to modify requirements of Board Policy FFAA(LOCAL) for the 2020-2021 school year

Ms. Kaminski asked if this has been approved by the Council. Dr. Randle said yes.

8. B GOAL: PLANNING

8. B-1 Consider ratification of Financial and Investment Reports

Ms. Kaminski asked about the disbursements from last month that increased, specifically the miscellaneous contracted services, last month it was \$270,000 and this month it is \$1,162,638. Ms. Ludwig said that category has payments to the City of Rosenberg for security and our quarterly payment was due this month. There were also payments to PASA and TASB. Ms. Kaminski asked about utilities. Ms. Ludwig said there was an electricity payment that may not have met a cutoff last month.

Ms. Williams asked about professional services expenses. Ms. Ludwig said the largest payment is for the attorney, Rogers Morris & Grover. Ms. Williams asked about textbooks and other reading materials category. Ms. Ludwig said this was a payment to Scholastic for instructional materials.

Mr. Welch asked about utilities. He understands the air conditioner must stay on, but no one has been there since mid-March. He asked what a normal utility bill is compared to this one. Ms. Ludwig said typically it is around \$450,000 and that is what it is this month. Mr. Juntti did have the a/c running on a modified schedule, but technology and the custodians are in the buildings. Ms. Ludwig said that the bills do lag, this could be for the March services.

Mr. Hunt asked if we see any financial impact from the shutdown or change in the forecast. Ms. Ludwig said they yes, they do, and they are refining those each month.

8. B-2 Consider approval of budget amendment requests

Ms. Williams asked what the \$45,000 for co-curricular/extra-curricular activities normally have been spent on. Ms. Ludwig said this work is benefiting the Special Education program, they had budgeted some funds in this function and are not using the funds because of the shutdown. They are contributing this to the Powell Point work.

Ms. Kaminski said she is not understanding Powell Point and asked what we are doing. Dr. Mossige said the CIBC program that was formally housed at ALC, is being moved out to Powell Point. This will allow us to provide some additional support and space for these students. Ms. Kaminski asked if there will be any social distancing

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issues with the number of students there. Dr. Mossige said we do not think so at this time.

8. B-3 Consider approval of Order authorizing the issuance of Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds, which may be issued in one or more series; approving the preparation of an official statement; and enacting other provisions relating thereto

Mr. Welch asked what this is compared to the next agenda item. Ms. Ludwig said these are two different activities, we will only exercise one of these two items. In August we are required to remarket and set a new rate term for our variable rate bonds. If we can go to market with the refunding bonds and achieve favorable rates and a favorable transaction, then we will issue refunding bonds instead of the conversion. Mr. Palmer said having both of these items gives the district complete flexibility. He said that interest rates are very low right now and is not expecting any problems with marketing the refunding bonds.

Ms. Bronsell asked if this has anything to do with any of the future bonds. Ms. Ludwig said no, this is for the existing variable rate bonds.

8. B-5 Consider approval of request for 2020 Historic Site Exemption Qualification for the Simonton School

Ms. Danziger asked if this is the same one that has been coming to us and she remembers we have not ever taken action on this. Ms. Ludwig said that is correct, it does meet the qualifications for a historic site exemption, it has the marker. However, the consideration in the past has been that there is a photography studio that operates there. In the past, there has been no action taken.

Ms. Williams said that if provides benefits to the community, what are those benefits. Ms. Ludwig said from what she understands they host community events.

8. B-6 Discussion and possible action on request for 2020 Historic Site Exemption Qualification for The Teague-Waddell House

Ms. Danziger asked if they have ever requested. Dr. Randle said this is the first request.

Ms. Williams asked if they meet the qualifications. Ms. Ludwig said this one also has the historical marker. It is not used as a residence currently; they are doing renovations. It does not have a residential homestead exemption, and it is not being used for commercial use. Ms. Williams asked if it is being used by the community. Ms. Ludwig is not sure what it is being used for because it is currently being renovated.

Ms. Kaminski said that it says Commercial but also says yes to homesite. Ms. Ludwig said that is probably because in the past it was used as a homesite and as a business as well. Ms. Ludwig said she only knows this from living in the community. But at this time, as far as she knows, it is not being used as a residence.

Mr. Hunt seems to remember last year the board policy was looked at and it states that it must be a non-profit as well. He suggests Mr. Morris could investigate. Mr. Morris said he will check for Thursday, but off the top of his head he does not recall if that is the policy requirement.

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8. B-8 Consider approval of Attendance Boundary Committee

Ms. Danziger said she thinks there was some concern today, the timeline had a May 19th meeting listed. Ms. Williams said yes, but due to the current circumstances we did not hold board committee meetings. Dr. Rockwood said we traditionally would have had a meeting, but committee meetings were cancelled for this week. Ms. Williams asked if we hope to have these in person. Dr. Rockwood said we are keeping our options open.

Ms. Danziger asked how many people attend these meetings. Dr. Rockwood said about 90 people, but with staff it could be over 100 in attendance. Ms. Danziger said there are larger places we could utilize to spread out those people.

Mr. Welch asked if the interpretation from the Governor is that none of the District facilities can be used until the end of the academic year. Dr. Randle said yes that is the information they are operating by until June 4th. The Governor did allow in person summer school, but we had already made the decision to continue to do this virtually. Mr. Welch said he understands it is closed for academic lessons, but wondering about after hours for committee meetings, could utilize the 2 gyms and a cafeteria at a high school to spread out the committee members after hours. Dr. Randle said they will follow up and ask the question again. He said we have churches that use our facilities and they will not allow us to allow them to start having services because of the ruling.

Ms. Williams said the Master Plan Principals are back in the board book for the zoning, and it was mentioned we could get together to review since they have not been updated since 2003. She asked if we will be able to review before this gets going. Dr. Randle said the board would look at the Master Plan Principals and the Administration would research and provide information the board needed. A workshop could be established to review these if they would like. Ms. Williams said her question was really for Ms. Danziger. Ms. Danziger said we need to, but it will not change anything for Randle High School because it is already being built. She said we do need to look at it for future schools.

Dr. Rockwood said it is not going to change anything specifically for the current Bond Program or the opening of Randle High School. He said we talked about setting something up in the summer or fall for the Board to look at the Master Plan Principals. The administration would give the board information on this.

Ms. Kaminski said she asked for a board workshop in July concerning COVID-19 and what will be happening in August. She asked if this could be something we could add to that meeting. Ms. Danziger said she thinks that is something we could talk about later.

8. B-10 Consider approval of design development for the Brazos Crossing Administration Building exterior improvements

Mr. Brad Ewing from VLK Architects presented to the Board.

8. B-11 Consider approval of CSP#10-2020RG for Alternative Learning Center additions and renovations

Mr. Welch asked if this is what was pitched to the public in the 2017 Bond. Mr. Rice said yes.

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8. B-16 **Consider approval of CSP #15-2020VLK for Morgan Elementary School**

Ms. Williams asked about the numbers in red on the tabulation sheet. Mr. McKeever said when bids are turned in, the base bid came in at 2:00 p.m. and then they have an hour to turn in their alternate bid. He said this is what Satterfield & Pointikes turned in, they were going to try and make up some of their bid and that is how they put in their alternate bid. Sometimes contractors do this if they feel like their bid was too high or too low.

8. C **GOAL: TECHNOLOGY**

8. C-1 **Consider approval of Interactive Flat Panels hardware, installation, and electrical**

Mr. Welch asked if this money is already in the bank or is this part of the bonds that will be sold in the near future. Ms. Ludwig said this is money already in the bank. Mr. Welch said he was thinking out loud, with the economic impact about to hit our region because of unemployment and shutting down things, he is just wondering if this is a smart way to use \$900,000. He also asked about the consulting company being based in Arkansas, why are we not using someone in-state. Mr. Jacobson said this is part of the 2017 Bond and we had different vendors for different products, and they give us quotes. This vendor is a very good partner and their staff is in the area, we have had no issues with them. Mr. Welch asked if the whiteboards and projectors have failed. Mr. Jacobson said yes, they are about 10+ years old. Mr. Welch asked if we plan to resell. Mr. Jacobson said there is not a lot of value for old smartboards, but we could use some of the items in conference rooms.

Ms. Danziger asked if once money is earmarked in a Bond, can we use it for something else. Ms. Ludwig said it can only be used for what the voters have approved.

9. INFORMTION ITEMS

9. A **GOAL: INSTRUCTIONAL**

9. A-1 **2019 - 2020 Summer School - Updated Resulting from COVID-19**

Dr. Mossige said we will have virtual instruction.

Mr. Hunt asked how we are supporting our students in Special Education during this shutdown. Ms. Mathis said we are reaching out to all of our families and there are some that are having more difficult of a time with access and remote learning. We are in contact with the parents to get them to implement the students IEP. We have weekly check-ins, there is a very small group of students we are unable to reach due to the nature and severity of their disability. Mr. Hunt asked about the extended school year and is the timeframe typically 2 weeks. Ms. Mathis said it is typically 4 to 5 weeks, it depends when we get out of school and return to school. The purpose of ESY is to prevent student regression. We try to not go more than a 3-week period without providing support and services, but sometimes it can become difficult during the month of August.

Ms. Williams asked if there will be College and Career Counselors available this summer for those that are going into their senior year to help with college applications. Dr. Maxwell said we always have a counselor involved when students attend a summer course. During normal summer school there has been a counselor

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available and we will continue that, but virtually. He said all of our counselors can help students to apply for college. Ms. Williams asked if the juniors this year missed the meetings with their Career and College Facilitator. Dr. Maxwell said no, they have met with most and they are still reaching out to students.

Ms. Kaminski asked about those who did not graduate but will graduate in the summer in August. Dr. Mossige said a lot of kids are taking advantage of the grading system and there are not a lot of kids that need summer school. We are anticipating the summer graduation in August.

9. B GOAL: PLANNING

9. B-1 Tax Collection Report

Ms. Kaminski asked if we are anticipating any issues with making the collections and the penalties and interest waivers. Ms. Ludwig said for the current year we are looking very good.

9. B-4 School Resource Division Update

Mr. Welch asked what were the 9 incidents that are called documentation. Dr. Rockwood said these are incidents that nothing occurred, but they were still documenting things. Mr. Warren said these are incidents that might be a comment but not a criminal offense or a criminal offense but not filing charges, it is just so there is a record of it.

9. B-5 COVID-19 Response

Mr. Hunt asked if the meal distribution will end at the end of the school year. Mr. Juntti said the Texas Department of Agriculture has given permission to give grab 'n go meals throughout the rest of the school year. We were recently notified if districts wanted to, we could continue through August. He said we continue to see a high need and we are completing the application and waiver with TEA to continue this process through August. Ms. Tomas said it has been approved.

Mr. Welch asked how we will retrieve the 3700 laptops and what happens if they are damaged. Dr. Rockwood said there are some closeout procedures. Mr. Jacobson said we have accidental damage coverage on all our laptops.

3. AUDIENCE TO PATRONS

None

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

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements (Information)

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- d. Consider renewals for late hires
- e. Elect Board Officers to serve from May 2020 to May 2021
- 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

Ms. Kaminski requested to go into Closed Session. Ms. Danziger said they are prepared to go on Thursday. Ms. Kaminski said she had consulted with Mr. Morris and prefers to go this evening to discuss some issues that are coming up for Thursday. Mr. Morris said they can legally go into Closed Session, but it is the prerogative of the Board President to decide when you will have that Closed Session discussion. Ms. Kaminski said she has something to report on a personal basis and would rather do that tonight if at all feasible. Ms. Danziger was not sure if it was set up from a technical perspective. Dr. Randle said from a technical perspective, they can go into Closed Session. Ms. Danziger asked if there was another Board Member that wanted to go tonight or wait. Ms. Williams asked if it was something on the agenda or is it something personal. Ms. Kaminski said it is related to Thursday, but she wanted to take the opportunity to do today.

The Board did not convene in Closed Session.

ADJOURNMENT

The meeting adjourned at 8:10 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Joy Williams
President of the Board of Trustees

Joe Hubenak
Secretary of the Board of Trustees

Regular Meeting

Be It Remembered

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

Notice of Regular Meeting Held

On this the 21st day of May 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. Meetings of the Board are normally held at 3911 Avenue I, Rosenberg, Texas; **however, this meeting was conducted by video and audio conference in accordance with the governance authorization concerning suspension of certain open meeting law requirements for the COVID-19 (Coronavirus) disaster.** A quorum of members of the Board participated in the meeting and was audible to the public.

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. She also extended her appreciation to our students, parents, and staff for all that they're doing during this time.

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3. RECOGNITIONS/AWARDS

a. Valedictorians and Salutatorians

Lamar Consolidated High School:	George Koussa, Valedictorian Virginia Liu, Salutatorian
Terry High School:	Alexander Agruso, Valedictorian Marisol Balderas, Salutatorian
Foster High School:	Iris Ung, Valedictorian Chance Albright, Salutatorian
George Ranch High School:	Ramsa Kazi, Valedictorian Inie-Inie Melford Spiff-Rufus, Salutatorian
Fulshear High School:	Yenvy Bui, Valedictorian Alice Teper, Salutatorian

b. Class of 2020

Dr. Randle wanted to acknowledge and celebrate all of the 2020 graduates. He said we understand this has been a time of uncertainty, especially for our seniors, but we appreciate their accomplishments and support them as they take their next steps in life. He thanked the seniors for all their resilience and perseverance through these challenging times. He has no doubt they will all go on to do great things!

4. AUDIENCE TO PATRONS

None

5. APPROVAL OF MINUTES

A. APRIL 14, 2020 - SPECIAL MEETING (WORKSHOP)

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

B. APRIL 16, 2020 - REGULAR BOARD MEETING

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

6. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Danziger thanked Mr. Rice, she participated in a webinar hosted by the Chambers Education Series on what is going on during COVID-19.

Ms. Kaminski attended the children at risk meeting today and there was talk about them partnering with the local childcare providers and trying to come together with the issues we may be having with the schools opening. She and Ms. Danziger attended the TASB

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training on personnel issues this morning and this afternoon with the Commissioner of Education.

7. SUPERINTENDENT REPORTS

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

Dr. Randle reminded everyone that school ends on June 4th. He wanted to thank the parents, students, and staff for their hard work.

ACTION ITEMS FOR CONSENT OF APPROVAL: 8. A-2 – 8. A-4; 8. B-1 – 8. B-4; 8. B-7 – 8. B-8; 8. B-10 – 8. B-19; and 8. C-1 – 8. C-2.

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

8. A GOAL: INSTRUCTIONAL

8. A-2 Approval of the 2020-2021 agreement for Educational Services between Lamar Consolidated Independent School District and Fort Bend County Juvenile Detention Center

Approved the Memorandum of Understanding for Educational Services at Fort Bend County Juvenile Detention Center (FBCJDC) for the 2020-2021 school year. (See inserted pages 28-A – 28-H.)

8. A-3 Approval of a resolution to modify requirements of Board Policy FFAA(LOCAL) for the 2020-2021 school year

Approved a resolution modifying the requirement for all students to have an annual physical examination prior to participation in designated University Interscholastic League (UIL) programs and other District extracurricular programs as identified by the Superintendent.

8. A-4 Adoption of the Tamarron Elementary School mascot and school colors

Approved Timberwolves as the mascot and forest green, blue, and black as the school colors for Tamarron Elementary School.

8. B GOAL: PLANNING

8. B-1 Ratification of Financial and Investment Reports

Ratified the Financial and Investment Reports as presented.

8. B-2 Approval of budget amendment requests

Approved approval of budget amendment requests. (See inserted page 28-I.)

8. B-3 Approval of Order authorizing the issuance of Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds, which may be issued in one or more series; approving the preparation of an official statement; and enacting other provisions relating thereto

Approved the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds, which may be issued in one or more series.

8. B-4 Approval of order authorizing the conversion of the Lamar CISD Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2014A (the "Series 2014A Bonds") into a new term rate period; authorizing the preparation of a remarketing memorandum; and enacting other provisions relating thereto

Approved the Order Authorizing the Conversion of the Lamar CISD Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2014A (the "Series 2014A Bonds") into a New Term Rate Period; authorizing the preparation of a remarketing memorandum; and enacting other provisions relating thereto.

8. B-7 Ratification of donations to the district, including, but not limited to:

a. Carter Elementary School

Ratified donations to the District.

8. B-8 Approval of Attendance Boundary Committee

Approved the membership of the Attendance Boundary Committee (ABC) for 2019-2020 as presented with the proposed timeline using the LCISD Zoning Process and charge the ABC with setting the boundaries for Dr. Thomas E. Randle High School and Harry Wright Junior High School for the fall of 2021.

8. B-10 Approval of design development for the Brazos Crossing Administration Building exterior improvements

Approved the design development for the Brazos Crossing Administration Building exterior improvements as presented by VLK Architects.

8. B-11 Approval of CSP#10-2020RG for Alternative Learning Center additions and renovations

Approved Bass Construction for the Alternative Learning Center additions and renovations in the amount of \$10,303,200 and authorized the Board President to sign the agreement.

8. B-12 Approval of materials testing for the additions and renovations at Terry High School

Approved Terracon, Inc. for materials testing for the Terry High School additions and renovations in the total amount of \$12,386 and authorized the Board President to execute the agreement. (See inserted pages 29-A – 29-H.)

8. B-13 Approval of Guaranteed Maximum Price Amendment No. 2 to the contract with Drymalla Construction Company

Approved amendment to the contract with Drymalla Construction Company to establish the Guaranteed Maximum Price (GMP) No. 2 for project No. 2 for the additions and renovation of Terry High School in the amount of \$356,788.

8. B-14 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) No. 1 for project No. 1 for the additions and renovation of Lamar Consolidated High School and Lamar Junior High School in the amount of \$6,648,254.

8. B-15 Approval of materials testing for Morgan Elementary School

Approved Terracon, Inc. for materials testing for Morgan Elementary School in the total amount of \$85,000 and authorized the Board President to execute the agreement. (See inserted pages 30-A – 30-J.)

8. B-16 Approval of CSP #15-2020VLK for Morgan Elementary School

Approved Drymalla Construction for the construction of Morgan Elementary School in the amount of \$23,580,000 and authorized the Board President to sign the agreement.

8. B-17 Approval of commissioning agent for Lamar Consolidated High School and Lamar Junior High School additions and renovations

Approved Estes, McClure & Associates as commissioning agent for Lamar Consolidated High School and Lamar Junior High School additions and renovations Package #1 and Package #2 in the amount of \$28,000 and authorized the Board President to execute the agreement. (See inserted pages 30-K – 30-P.)

8. B-18 Approval of materials testing for the additions and renovations at Lamar Consolidated High School and Lamar Junior High School

Approved Terracon, Inc. for materials testing for the Lamar Consolidated High School and Lamar Junior High School additions and renovations in the total amount of \$50,300 and authorized the Board President to execute the agreement. (See inserted pages 30-Q – 30-CC.)

8. B-19 Approval of deductive change order #2 and final payment for Support Services and the Maintenance & Operations Building

Approved the deductive change order #2 in the amount of \$216,261.79 and final payment of \$34,999.40 to C.A. Walker Construction for the construction of Support Services and Maintenance & Operations building and authorized the Board President to sign the change order. (See inserted page 30-DD.)

8. C GOAL: TECHNOLOGY

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8 C-1 Approval of Interactive Flat Panels hardware, installation, and electrical

Approved the purchase of Interactive Flat Panels (IFP), televisions, installation, hardware, services, and electrical work in the amount of \$935,867.52

8. C-2 Approval of Uninterruptable Power Supply purchases

Approved the purchase of Uninterruptable Power Supplies (UPS) in the amount of \$99,907.62 from RockIT,

8. A GOAL: INSTRUCTIONAL

8. A-1 Approval of the 2020-2021 Memorandum of Understanding for the operation of Fort Bend County Alternative School, a Juvenile Justice Alternative Education Program

It was moved by Ms. Williams and seconded by Ms. Bronsell that the Board of Trustees approve the Memorandum of Understanding (MOU) between the Fort Bend County Juvenile Board, Lamar Consolidated Independent School District, Needville Independent School District, and Katy Independent School District to operate a Juvenile Justice Alternative Education Program (JJAEP) known as Fort Bend County Alternative School (FBCAS) in Rosenberg for the 2020-2021 school year.

Mr. Welch just wanted to highlight this site, he visited this site in October and was impressed with the way this facility is run.

The motion carried unanimously. (See inserted pages 30-A – 30-K.)

8. B GOAL: PLANNING

8. B-5 Consider approval of request for 2020 Historic Site Exemption Qualification for the Simonton School

It was moved by Ms. Williams that the Board of Trustees approve the 2020 Historic Site Exemption Qualification for the Simonton School.

Due to no second, the motion fails.

8. B-6 Discussion and possible action on request for 2020 Historic Site Exemption Qualification for The Teague-Waddell House

No motion was made; therefore, no action taken.

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

No action taken.

9. INFORMATION ITEMS

9. A GOAL: INSTRUCTIONAL

9. A-1 2019 - 2020 Summer School - Updated Resulting from COVID-19

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9. B GOAL: PLANNING

9. B-1 Tax Collection Report

9. B-2 Payments for Construction Projects

9. B-3 Bond Update

a. 2014

b. 2017

9. B-4 School Resource Division Update

9. B-5 COVID-19 Response

9. B-6 Lamar Consolidated ISD Police Department

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 renewals for late hires
 - e. Elect Board Officers to serve from May 2020 to May 2021
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
3. Section 551.071 – To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

The Board adjourned to Closed Session at 7:22 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 8:49 p.m.

10. A-1(d) Consider renewals for late hires

It was moved by Ms. Bronsell and seconded by Mr. Hubenak that the Board of Trustees approve renewal of contracts for administrators and non-administrators who are late hires. The motion carried unanimously. (See inserted pages 32-A – 32-B.)

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10. A-1(e) Elect Board Officers to serve from May 2020 to May 2021

Board President

Mr. Welch nominated Joy Williams as board president of the Lamar CISD Board of Trustees. Ms. Kaminski nominated Kay Danziger as board president of the Lamar CISD Board of Trustees. In favor of Ms. Williams were Ms. Bronsell, Mr. Hubenak, Mr. Hunt, Mr. Welch, Ms. Williams, and Ms. Danziger. Ms. Williams will serve as the board president from May 2020 to May 2021.

Board Vice President

Mr. Hubenak nominated Mandi Bronsell as board vice president of the Lamar CISD Board of Trustees. Ms. Kaminski nominated Alex Hunt as board vice president of the Lamar CISD Board of Trustees. Mr. Hunt thanked her but declined. Ms. Bronsell will serve as the board vice president from May 2020 to May 2021.

Board Secretary

Ms. Bronsell nominated Joe Hubenak for board secretary of the Lamar CISD Board of Trustees. There were no other nominations. Mr. Hubenak will serve as the board secretary from May 2020 to May 2021.

11. B-1 Consider Authorization to use current facsimile plates

It was moved by Ms. Kaminski and seconded by Mr. Welch that the Board of Trustees authorize the use of the current Board approved signatures on all checks drawn on District accounts for the maximum of 90 days to allow the Administration time to order new facsimile signature plates for the President of the Board, Joy Williams, and the Secretary of the Board, Joe Hubenak. The motion carried unanimously.

FUTURE AGENDA ITEMS

Request to have a Board Workshop and Board Meeting in June since SLI has been cancelled

Discussion and Action Item to have a July Workshop

UPCOMING MEETINGS AND EVENTS

Senior parades being held for the high school seniors

ADJOURNMENT

The meeting adjourned at 9:00 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Joy Williams
President of the Board of Trustees

Joe Hubenak
Secretary of the Board of Trustees

**CONSIDER APPROVAL OF INTERAGENCY PROGRAM AGREEMENT BETWEEN
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND THE
BEHAVIOR TREATMENT AND TRAINING CENTER (BTTC), TEXANA CENTER**

RECOMMENDATION:

That the Board of Trustees approve the Interagency Program Agreement between Lamar Consolidated Independent School District and the Behavior Treatment and Training Center (BTTC), Texana Center for the 2020-2021 school year and authorize the Superintendent to execute the agreement.

IMPACT/RATIONALE:

Lamar CISD is required to educate all school age children who reside within district boundaries, regardless of where the parent or guardian resides, and Lamar CISD has been educating residents residing at BTTC since the facility opened. In the spring of 2001, the program and fiscal responsibility for the BTTC shifted from the Richmond State School to Texana, Mental Health and Retardation Authority. Education is being provided through the LCISD Community Center staff. State foundation special education contact hours and federal special education funds support the services provided at the BTTC.

PROGRAM DESCRIPTION:

The agreement with Texana Center governs the responsibilities of both BTTC and Lamar CISD staff. The current agreement is being recommended to govern responsibilities for the 2020-2021 school year and provides a system for Lamar CISD/BTTC teachers to assist other district teachers in the areas of autism and use of behavioral analysis in instruction. Severely retarded and behaviorally disturbed children, usually 10-12 in number, reside at BTTC with an average length of stay between 3 and 6 months. Due to the severity of needs demonstrated by the students, services are provided to these students at the BTTC.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Tiffany Mathis, Executive Director of Special Education

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**INTERAGENCY PROGRAM AGREEMENT BETWEEN
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND
THE BEHAVIOR TREATMENT AND TRAINING CENTER (BTTC),
TEXANA CENTER**

THIS AGREEMENT is made at the request of the Lamar Consolidated Independent School District through its Board of Trustees hereinafter referred to as the "District", and The Behavior Treatment and Training Center (BTTC), Texana Center, hereinafter referred to as "BTTC/Texana".

WHEREAS, the District and BTTC/Texana recognizes the desirability of providing education and treatment programs in the least restrictive environment to school age youth residing at BTTC/Texana; and

WHEREAS, the District and the BTTC/Texana mutually recognize that the Memorandum of Agreement between the Texas Department of Mental Health and Mental Retardation and the Texas Education agency dated October 9, 1985 designates the District, at the present time, the appropriate source to supply education to these students;

NOW, THEREFORE, for and in consideration of these premises and in future consideration of the matters hereinafter set forth, the District and BTTC/Texana to hereby stipulate and agree as follows:

I.

ELIGIBILITY

To be eligible for special education services under this agreement, a student must be identified as disabled according to the criteria developed by the Texas Education Agency and meet other state requirements for attendance and service provisions. Each eligible student must be enrolled in the District and must have an Individual Education Plan (IEP) designated by the Admission Review and Dismissal/Individual Education Plan (ARD/IEP) committee before educational services are provided.

II.

RESPONSIBILITIES OF THE BTTC/TEXANA

BTTC/Texana agrees to:

- A. Make available to the District all referral and assessment information: current medical diagnosis and conditions, including immunizations and potential carrier status for any communicable disease; proof of birth; and copies of each student's current Individual Program Plan (IPP). Access to client records (POR) will be provided for information necessary to facilitate District instructional services.

The Individual Program Plan (IPP) is generally defined to include the following services based on need:

- 1. Dental services
- 2. Training and habilitation services

3. Food and nutrition services
 4. Medical services
 5. Nursing services
 6. Pharmacy services
 7. Physical and occupational services
 8. Psychological services
 9. Recreation services
 10. Social services
- B. Designate staff member(s) to serve as liaisons for the following activities:
1. Attend the ARD/IEP Committee meetings.
 2. Resolve issues that arise in the area of student need.
 3. Resolve issues that arise in the areas of general BTTC/Texana and District services.
 4. BTTC/Texana Management and District Management shall discuss new District staff members regarding assignment to BTTC/Texana.
- C. Provide care, active treatment, and other customary services, as deemed appropriate by the BTTC/Texana's Interdisciplinary Team and each student's Individual Program Plan (IPP), to support a student's entry and ongoing participation in an educational program by the District.
- D. Provide and maintain appropriate instructional space for students the ARD determines need to be instructed at the Behavior Treatment and Training Center, including access to students as appropriate on scheduled class days.
1. Provide classroom space and furniture for instruction by District staff at the BTTC, at no cost to the District for the duration of the instructional schedule designated in the student's IEP.
 2. When instructional space must be shared by BTTC/Texana and District personnel, provide locked cabinets for the storage of District instructional materials and equipment.
 3. Provide needed housekeeping/janitorial services in District class space at the BTTC/Texana at the end of each instructional day and on an emergency basis.
 4. Deliver any needed linen to instructional settings at BTTC/Texana.
- E. Coordinate services in the BTTC/Texana's Individual Program Plan (IPP) of active treatment with services provided in accordance with the Individual Education Plan (IEP).
- F. Communicate necessary information regarding client care and treatment daily or as needed to District staff.
- G. Provide transportation of students to and from the classroom and the student's living quarters.
- H. Continue to provide services needed for care, treatment, and habilitation as determined by the IPP and which has been provided prior to the provision of education services by the District.
- I. Provide nursing services for those students that the ARD determines need instruction at

the BTTC/Texana campus. For students that the ARD determines need instruction off campus in District classes, provide the following services:

1. Follow the health policy of the District and BTTC/Texana when illness or infectious/communicable diseases occur.
 2. Provide prescribed medication with physician's orders and recommendations for any special nursing services the student may need to appropriate District nurse.
- J. Provide meals during the instructional day for those students the ARD determines need to be served by the District at BTTC/Texana.
- K. Collaborate with the District in the Teacher Training Partnership to increase teacher skills in serving students with severe behavior disabilities.
- L. Adhere to the District student attendance policies and make every effort to avoid elective absences during school hours/days. Any situation that precludes educational services as scheduled will be resolved by the BTTC Manager and the designee of the Director of Special Programs at the District.
- M. Follow all federal and state requirements governing the development and implementation of the IPP, Texana policy, and mutually agreed upon guideline for the implementation of this Agreement.

III.

RESPONSIBILITIES OF THE DISTRICT

- A. Make available to BTTC/Texana, educational assessments and updates, provide access to student records for information necessary to facilitate BTTC/Texana's care, treatment and habilitation; and provide copies of the current/revised IEP. Utilize, to the maximum extent possible, referral and assessment information from BTTC/Texana's records in order to avoid unnecessary duplication of services.
- B. Designate staff member(s) to serve as liaisons for the following activities:
1. Attend the IPP interdisciplinary team meetings as needed.
 2. Resolve issues that arise in areas of student needs.
 3. Resolve issues that arise in areas of District and BTTC/Texana services.
 4. BTTC/Texana Management and District Management shall discuss new District staff members regarding assignment to BTTC/Texana.
- C. Provide and/or make available instructional services, including needed speech and language therapy, to BTTC/Texana residents as determined by the ARD/IEP Committee in accordance with State Board of Education Rules for Special Education and federal regulations. Provide instructional staff assigned to the BTTC/Texana students with Crisis Prevention Institute training, which includes methods and strategies for appropriate intervention with aggressive students. To the extent possible minimize disruptions in assignment of instructional staff in order to provide a therapeutic environment for autistic children with problem behaviors.
- D. Make available a six-hour instructional day in the least restrictive environment with any

variation determined by the ARD/IEP Committee. Utilize a variety of instructional settings to meet student needs including District classes off the BTTC/Texana campus, classes on BTTC/Texana campus. Resolve conflicts between ARD/IEP and IDT Committee decisions through a joint committee meeting.

- E. Coordinate services of the District's Individual Education Plan (IEP) of active treatment.
- F. Communicate necessary information regarding student education daily or as needed to Texana staff.
- G. Provide the related services that the ARD deems necessary for the provision of appropriate instructional services. Services include but are not limited to direct and/or consultative services in the areas listed below:
 - 1. Speech and Language therapy
 - 2. Occupational therapy
 - 3. Physical therapy
 - 4. Adaptive equipment
 - 5. Psychological services
 - 6. Diagnostic services
 - 7. Orientation and Mobility training
 - 8. Special transportation for District students as appropriate
 - 9. Counseling
- H. Collaborate with BTTC/Texana in the Teacher Training Partnership to increase teacher skills in serving students with severe behavioral disabilities.
- I. Inform BTTC/Texana regarding District attendance policies. Minimize removal from instruction, enacting emergency removal only for health and safety reasons.
- J. Follow all federal and state requirements governing the development and implementation of the IEP, District policy, and mutually agreed upon guidelines for the implementation of this agreement.

IV.

CONSULTATION BETWEEN PARTIES

It is understood that after the execution of the agreement, representatives of the District and representatives of BTTC/Texana will meet to formulate guidelines in furtherance of the agreement. These mutually agreed upon guidelines will specify the procedures to be used to fully implement this Agreement.

V.

LIMITATIONS

It is understood that the educational program, which is the subject of this agreement, will be offered in accordance with each student's IEP and the District's school calendar designating holidays. Both

parties concur that the District agrees to provide education services only under the terms in this agreement. The District assumes no responsibility for students upon dismissal from residence at BTTC/Texana unless the student is or becomes a resident of the District. The terms of this Agreement constitute the total agreement between the District and BTTC/Texana.

VI.

TERM

This Agreement shall be effective beginning August 2020, upon execution by both parties, and shall continue in full force and effect through July 2021. If the agreement made in this Agreement is to be continued beyond July 2021, a new Agreement will be executed.

VII.

PROVISION FOR OTHER AGREEMENTS

It is recognized that either party may enter into other agreements and affiliations so long as these are not inconsistent with the terms and provisions of this Agreement.

VIII.

AMENDMENTS

This Agreement may be amended only by written instrument duly executed by both parties and attached to this Agreement.

IX.

BINDING ON SUCCESSORS

This Agreement shall bind and benefit the respective parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by either party without first obtaining the written consent of the other party.

X.

LEGALITY

This Agreement shall be subject to all present and future valid laws, orders, rules, and regulations of The United States of America, The State of Texas, and other regulatory bodies thereof having jurisdiction.

XI.

CONFIDENTIALITY

The District and BTTC/Texana offer mutual assurance that all matters relative to the sharing of information will be treated in a confidential manner in accordance with all applicable State and

Federal rules and regulations, including but not limited to the Texas Open Records Act and the Family Educational Rights and Privacy Act of 1974.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties hereto as follows, to-wit:

- a) It has on the ____ day of _____, 20__, been executed by a representative of Texana Center duly acting upon the approval of its governing body: and
- b) It has on the ____ day of _____, 20__, been executed by a representative of Lamar Consolidated Independent School District duly acting upon the approval of the Board of Trustees of the Lamar Consolidated Independent School District.

ATTEST:

Texana Center

Lamar Consolidated Independent School District

George Patterson, CEO

Dr. Thomas Randle, Superintendent

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigning authority, on this the ____ day of _____, 20 __, personally appeared _____, the CEO of Texana Center, who after being duly sworn, on his oath deposed and stated that he signed the foregoing document for the consideration and purposes stated therein.

Notary Public in and for _____, Texas

My commission Expires:

THE STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, the undersigning authority, on this the ____ day of _____, 20 __, personally appeared _____, the Superintendent of the Lamar Consolidated Independent School District, who after being duly sworn, on his oath deposed and stated that he signed the foregoing document for the consideration and purposes stated therein.

Notary Public in and for Fort Bend County, Texas

My commission Expires:

**CONSIDER APPROVAL OF INTERAGENCY PROGRAM AGREEMENT BETWEEN
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
AND RICHMOND STATE SUPPORTED LIVING CENTER (RSSLC)**

RECOMMENDATION:

That the Board of Trustees approve the Interagency Program Agreement between Lamar Consolidated Independent School District and Richmond State Supported Living Center (RSSLC) for the 2020-2021 school year and authorize the Superintendent to execute the agreement.

IMPACT/RATIONALE:

Lamar CISD is required to educate all school age children who reside within district boundaries, regardless of where the parent or guardian resides. Though the numbers of school age residents at RSSLC has declined since 1987, some children continue to be placed at RSSLC each school year. Current revenue to educate these students includes special education contact hours and special education capacity building federal funds.

PROGRAM DESCRIPTION:

Since the 1987-88 school year, Lamar CISD has assumed full responsibility for education of school-aged residents at RSSLC. This has been required as a result of a court order issued by Judge Barefoot Sanders. Cooperative programming by RSSLC and Lamar CISD has proved to be very beneficial for the students and there is a positive working relationship between RSSLC and Lamar CISD staff members.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Tiffany Mathis, Executive Director of Special Education

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**INTERAGENCY PROGRAM AGREEMENT BETWEEN
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND
RICHMOND STATE SUPPORTED LIVING CENTER**

THIS AGREEMENT is made at the request of the Lamar Consolidated Independent School District through its Board of Trustees hereinafter referred to as the "District", and Richmond State Supported Living Center, hereinafter referred to as "State Supported Living Center".

WHEREAS, the District and State Supported Living Center recognizes the desirability of providing education and treatment programs in the least restrictive environment to school age youth residing at State Supported Living Center; and

WHEREAS, the District and the State Supported Living Center mutually recognize that the Memorandum of Agreement between the Texas Department of Mental Health and Mental Retardation and the Texas Education Agency dated October 9, 1985 designates the District, at the present time, the appropriate source to supply education to these students;

NOW, THEREFORE, for and in consideration of these premises and in future consideration of the matters hereinafter set forth, the District and State Supported Living Center to hereby stipulate and agree as follows:

I.

ELIGIBILITY

To be eligible for special education services under this agreement, a student must be identified as disabled according to the criteria developed by the Texas Education Agency and meet other state requirements for attendance and service provisions. Each eligible student must be enrolled in the District and must have an Individual Education Plan (IEP) designated by the Admission Review and Dismissal/Individual Education Plan (ARD/IEP) committee before educational services are provided.

II.

RESPONSIBILITIES OF THE STATE SUPPORTED LIVING CENTER

State Supported Living Center agrees to:

- A. Make available to the District all referral and assessment information: current medical diagnosis and conditions, including immunizations and potential carrier status for any communicable disease; proof of birth; and copies of each student's current Individual Program Plan (IPP). Access to client records (POR) will be provided for information necessary to facilitate District instructional services.

The Individual Program Plan (IPP) is generally defined to include the following services based on need:

1. Dental services
2. Training and habilitation services

3. Food and nutrition services
 4. Medical services
 5. Nursing services
 6. Pharmacy services
 7. Physical and occupational services
 8. Psychological services
 9. Recreation services
 10. Social services
 11. Speech pathology and audiological services
 12. Prior educational services
- B. Designate staff member(s) to serve as liaisons for the following activities:
1. Attend the ARD/IEP Committee meetings.
 2. Resolve issues that arise in the area of student need.
 3. Resolve issues that arise in the areas of general State Supported Living Center and District services.
- C. Provide care, active treatment, and other customary services, as deemed appropriate by the State Supported Living Center's Interdisciplinary Team and each student's Individual Program Plan (IPP), to support a student's entry and ongoing participation in an educational program by the District.
- D. Provide and maintain appropriate instructional space for students if the ARD determines a need for them to be instructed on the State Supported Living Center campus, including access to students as appropriate on scheduled class days.
1. Provide classroom space and furniture for instruction of dorm bound or campus class students, at no cost to the District for the duration of the instructional schedule designated in the student's IEP.
 2. When instructional space must be shared by State Supported Living Center and District personnel, provide locked cabinets for the storage of District instructional materials and equipment.
 3. Provide needed housekeeping/janitorial services in District class space at dorms at the end of each instructional day and on an emergency basis.
 4. Deliver any needed linen to instructional settings at State Supported Living Center.
- E. Coordinate services in the State Supported Living Center's Individual Program Plan (IPP) of active treatment with services provided in accordance with the Individual Education Plan (IEP).
- F. Communicate necessary information regarding client care and treatment daily or as needed to District staff.
- G. Provide transportation of students to and from the classroom and the student's living quarters to on-campus classes.
- H. Continue to provide services needed for care, treatment, and habilitation as determined by the IPP and which has been provided prior to the provision of education services by

the District.

- I. Provide nursing services for those students that the ARD determines need instruction at the State Supported Living Center campus. For students that the ARD determines need instruction off campus in District classes, provide the following services:
 - 1. Follow the health policy of the District and State Supported Living Center when illness or infectious/communicable diseases occur.
 - 2. Provide prescribed medication with physician's orders and recommendations for any special nursing services the student may need to appropriate District nurse.
 - 3. Provide timely transportation from District campus classes back to the State Supported Living Center campus when the student is ill or in need of immediate medical care by State Supported Living Center.
- J. Provide meals during the instructional day for those students the ARD determines need to be served on campus in District classes.
- K. Adhere to the District student attendance policies and make every effort to avoid elective absences during school hours/days. Any situation that precludes educational services as scheduled will be resolved by the Director of Education and Training at the State Supported Living Center and the campus designee of the Director of Special Education at the District.
- L. Follow all federal and state requirements governing the development and implementation of the IPP, State Supported Living Center policy, and mutually agreed upon guidelines for the implementation of this Agreement.

III.

RESPONSIBILITIES OF THE DISTRICT

- A. Make available to the State Supported Living Center, educational assessments and updates, provide access to student records for information necessary to facilitate State Supported Living Center care, treatment and habilitation; and provide copies of the current/revised IEP. Utilize, to the maximum extent possible, referral and assessment information from State Supported Living Center's records in order to avoid unnecessary duplication of services.
- B. Designate staff member(s) to serve as liaisons for the following activities:
 - 1. Attend the IPP interdisciplinary team meetings.
 - 2. Resolve issues that arise in areas of student needs.
 - 3. Resolve issues that arise in areas of District and State Supported Living Center services.
- C. Provide and/or make available instructional services, including needed speech and language therapy, to the State Supported Living Center residents ages 3 through 21 as determined by the ARD/IEP Committee in accordance with State Board of Education Rules for Special Education and federal regulations.

- D. Make available a six-hour instructional day in the least restrictive environment with any variation determined by the ARD/IEP Committee. Utilize a variety of instructional settings to meet student needs including District classes off the State Supported Living Center campus, Center Based classes on State Supported Living Center campus, Dorm based classes on the student's dorm, and bedside instruction in the infirmary. Resolve conflicts between ARD/IEP and IDT Committee decisions through a joint committee meeting.
- E. Coordinate services of the District's Individual Education Plan (IEP) of active treatment.
- F. Communicate necessary information regarding student education daily or as needed to State Supported Living Center staff.
- G. Provide transportation for students to and from the State Supported Living Center for District classes and community based training.
- H. Provide related services that the ARD deems necessary for the provision of appropriate instructional services. Services include but are not limited to direct and/or consultative services in the areas listed below:
 - 1. Speech and Language therapy
 - 2. Occupational therapy
 - 3. Physical therapy
 - 4. Adaptive equipment
 - 5. Psychological services
 - 6. Diagnostic services
 - 7. Orientation and Mobility training
 - 8. Special transportation
 - 9. Counseling
 - 10. School Health Services
- I. Provide nursing services for those students that the ARD determines need instruction off campus in District classes including the following:
 - 1. Follow the health policy of the District and the State Supported Living Center when illness or infectious/communicable diseases occur.
 - 2. Administer prescribed medication according to physicians' orders on file and follow any special nursing procedures the student may require.
 - 3. Complete and forward injury reports to the State Supported Living Center.
 - 4. Determine when a student is ill or in need of immediate medical care by State Supported Living Center staff and notify the dorm nurse.
- J. Provide meals during the day for students instructed off campus in District classes in accordance with special dietary needs and physician's orders. For students attending on-campus classes, provide feeding and/or supervision and dietary information when appropriate.
- K. Inform State Supported Living Center regarding District attendance policies. Minimize removal from instruction, enacting emergency removal only for health and safety reasons.
- L. Follow all federal and state requirements governing the development and implementation of

the IEP, District policy, and mutually agreed upon guidelines for the implementation of this agreement.

IV.

CONSULTATION BETWEEN PARTIES

It is understood that after the execution of the agreement, representatives of the District and representatives of State Supported Living Center will meet to formulate guidelines in furtherance of the agreement. These mutually agreed upon guidelines will specify the procedures to be used to fully implement this Agreement.

V.

LIMITATIONS

It is understood that the educational program, which is the subject of this agreement, will be offered in accordance with each student's IEP and the District's school calendar designating holidays. Both parties concur that the District agrees to provide education services only under the terms in this agreement. The District assumes no responsibility for students upon dismissal from residence at State Supported Living Center unless the student is or becomes a resident of the District. The terms of this Agreement constitute the total agreement between the District and State Supported Living Center.

VI.

TERM

This Agreement shall be effective beginning August 2020, upon execution by both parties, and shall continue in full force and effect through July 2021. If the agreement made in this Agreement is to be continued beyond July 2021, a new Agreement will be executed.

VII.

PROVISION FOR OTHER AGREEMENTS

It is recognized that either party may enter into other agreements and affiliations so long as these are not inconsistent with the terms and provisions of this Agreement.

VIII.

AMENDMENTS

This Agreement may be amended only by written instrument duly executed by both parties and attached to this Agreement.

IX.

BINDING ON SUCCESSORS

This Agreement shall bind and benefit the respective parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by either party without first obtaining the written consent of the other party.

X.

LEGALITY

This Agreement shall be subject to all present and future valid laws, orders, rules, and regulations of The United States of America, The State of Texas, and other regulatory bodies thereof having jurisdiction.

XI.

CONFIDENTIALITY

The District and State Supported Living Center offer mutual assurance that all matters relative to the sharing of information will be treated in a confidential manner in accordance with all applicable State and

Federal rules and regulations, including but not limited to the Texas Open Records Act and the Family Educational Rights and Privacy Act of 1974.

IN WITNESS WHEREOF, this Agreement has been executed on behalf of the parties hereto as follows, to-wit:

- a) It has on the ___ day of _____, 20___, been executed by a representative of Richmond State Supported Living Center duly acting upon the approval of its governing body: and
- b) It has on the ___ day of _____, 20___, been executed by a representative of Lamar Consolidated Independent School District duly acting upon the approval of the Board of Trustees of the Lamar Consolidated Independent School District.

ATTEST:

Richmond State Supported Living Center

Lamar Consolidated Independent School District

RSSLC Representative

Dr. Thomas Randle, Superintendent

THE STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigning authority, on this the ____ day of _____, 20 __, personally appeared _____, the Superintendent of the Richmond State Supported Living Center, who after being duly sworn, on his oath deposed and stated that he signed the foregoing document for the consideration and purposes stated therein.

Notary Public in and for _____, Texas

My commission Expires:

THE STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, the undersigning authority, on this the ____ day of _____, 20 __, personally appeared _____, the Superintendent of the Lamar Consolidated Independent School District, who after being duly sworn, on his oath deposed and stated that he signed the foregoing document for the consideration and purposes stated therein.

Notary Public in and for Fort Bend County, Texas

My commission Expires:

**CONSIDER APPROVAL OF AN INTERLOCAL COOPERATION AGREEMENT
WITH EQUAL OPPORTUNITY SCHOOLS**

RECOMMENDATION:

That the Board of Trustees approve the Interlocal Cooperation Agreement with Equal Opportunity Schools (EOS) in the amount of \$102,000 for the 2020-2021 school year and authorize the Superintendent to execute the agreement.

IMPACT/RATIONALE:

The cooperation agreement between EOS and Lamar CISD will provide technological tools and data-based consultation services for the problem of students being under-matched with the challenging coursework that will prepare them for college. Research with the College Board, the International Baccalaureate Organization, the U.S. Department of Education, and the Education Trust, reveals that while African-American, Latino, and low-income students are about as likely as their white or upper-income peers to attend schools that offer Advanced Placement (AP) courses, a significant number of those who could handle the rigor miss out on such courses every year. Lamar CISD is committed to ensuring that all students who are academically able are encouraged and have equal opportunity to participate in AP classes and Dual Credit classes. The current programs at Lamar Consolidated, Terry, Foster, George Ranch, and Fulshear High Schools have yielded a high level of success of closing the gaps in enrollment in Advanced Placement or Dual Credit classes for the 2019 - 2020 academic year by under-represented populations.

A two-year contract allowed for a \$3,000 reduced cost for the first year of the contract and a \$15,000 reduction for the 2021-2022 school year. This two-year agreement provides for a gradual release of training by EOS staff with District staff taking on this lead role.

PROGRAM DESCRIPTION:

Equal Opportunity Schools will evaluate the size, shape and causes of advanced course enrollment gaps at partner schools, as well as the schools' strengths and their most effective options for closing those gaps. EOS will provide tools and guidance that the Superintendent and Principals can use to build stakeholder support for the ambitious goal of finding every missing student within the current academic year. They will identify missing students and provide recruitment support using an innovative data and analytics system. EOS works with Lamar CISD leadership to incorporate strategies that sustain the gap closure by collaboratively building an Achievement Plan using tested pedagogical and support strategies.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Jill Ludwig, CPA, RTSBA, Chief Financial Officer
 Dr. Jon Maxwell, Executive Director of Student Programs

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**INTERLOCAL COOPERATION AGREEMENT FOR
EDUCATIONAL SERVICES**

This Interlocal Agreement (hereinafter referred to as "Agreement"), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between EQUAL OPPORTUNITY SCHOOLS (hereinafter referred to as "EOS") and acting through its governing body, and LAMAR CISD (hereinafter referred to as "the District"), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

RECITALS

WHEREAS, LAMAR CISD has the authority to authorize EOS to provide educational services for the District, and EOS has the authority to so act; and,

WHEREAS, EOS has approved this Agreement; and,

WHEREAS, the District and EOS believe it is in the best interests of the students of the District to enter into this Agreement; and,

NOW THEREFORE, EOS and the District for the mutual consideration hereinafter stated, agree as follows:

**ARTICLE I
PURPOSE**

- 1.1 The purpose of this Agreement is to build on the District’s progress and experience and EOS’s expertise in establishing equity in AP/IB. Both entities’ objective is to ensure that all students have the opportunity to succeed in challenging high school courses, because the academic intensity of the high school curriculum is the biggest driver of college completion.
- 1.2 EOS and the District (collectively, “Collaborators”) jointly commit to these three objectives:
 1. Fully close race and income participation gaps in AP/IB, as measured by equally high AP/IB participation rates for Latino, African-American, and low-income students as compared to their peers.
 2. Raise AP/IB performance, as measured by AP/IB exam passing,
 3. Develop systems and structures for the district to sustain and improve upon these results in future years, catalyzing a higher sense of what’s possible for Missing Students, and enabling further increases in college readiness and closure of opportunity and achievement gaps.

ARTICLE II
TERM

- 2.1 This Agreement shall be effective on July 1, 2020 and shall terminate on June 30, 2022, as outlined in the Memorandum of Understanding.
- 2.2 Either party may terminate this Agreement upon 60 days written notice to the other party, delivered as required by Article VIII. Termination will be allowed for cause or breach of the Obligations in Articles III and IV and/or the Administrative Provisions of Article V. The District will only be liable for payment for Services received prior to the effective date of such termination.
- 2.3 Notwithstanding any contrary provision of this Agreement, each payment obligation of the District created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of Services. If such funds are not allocated and available, this Agreement may be terminated by the District at the end of the period for which funds are available. The District shall notify EOS at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit the District to terminate this Agreement in order to purchase similar services from another party.

ARTICLE III
OBLIGATIONS OF EOS

- 3.1 For the purposes and consideration herein stated and contemplated, EOS shall perform services for the District and carry out the responsibilities outlined in the MOU attached, pages 3 through 6.

ARTICLE IV
OBLIGATIONS OF THE DISTRICT

- 4.1 The District agrees to carry out the responsibilities as outlined in the MOU attached, pages 3 through 6.
- 4.2 For services rendered pursuant to this Agreement, the District agrees to pay EOS the following amounts:

2020-2021 Comprehensive Strategic Support

Foster High School	\$16,500.00
George Ranch High School	\$16,500.00
Lamar Consolidated High School	\$16,500.00
BF Terry High School	\$16,500.00
Fulshear High School	\$16,500.00
Site Visits at Each High School	\$22,500.00
<hr/>	
Subtotal Due to EOS in 2020-21	\$105,000.00
Discount for 2-Year Contract	-\$3,000.00

Grand Total Due to EOS in 2020-21 \$102,000.00

2021-2022 Comprehensive Strategic Support

Foster High School	\$22,500.00
George Ranch High School	\$22,500.00
Lamar Consolidated High School	\$22,500.00
BF Terry High School	\$22,500.00
Fulshear High School	\$22,500.00
<hr/>	
Subtotal Due to EOS in 2021-22	\$112,500.00
Discount for 2-Year Contract	-\$15,000.00

Grand Total Due to EOS in 2021-22 \$97,500.00

4.3 EOS will also bill the District for the portion of travel costs attributable to this Collaboration as delineated on page 3 of the MOU attached to this Agreement.

ARTICLE V
ADMINISTRATIVE PROVISIONS

- 5.1 Each of the Collaborators has identified certain conditions which must be met by the other Collaborators in order for this Collaboration to be meaningful and productive. The conditions are delineated on pages 9 through 12 of the MOU attached.
- 5.2 The Collaborators shall abide by Federal and other applicable law and all stipulations outlined in Exhibit B of the MOU attached with regard to confidential student and parent information. Each Collaborator shall be responsible for compliance with all such laws and maintenance of confidentiality with respect to information in its possession and data provided by the other Collaborator. Details on handling of Confidential Information may be found in Exhibit B of the MOU. Details on sharing of data for instructional improvement can be found in Exhibit C.

ARTICLE VI
LIABILITY

- 6.1 Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.
- 6.2 Neither party makes any express warranties and hereby disclaims any implied warranties, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. In no event shall either party be liable for any special, consequential or exemplary damages, whether arising in contract or in tort, whether direct, immediate, foreseeable, disclosed or not disclosed, arising from the performance of this Agreement.
- 6.3 In no event will EOS be liable to the District for any amount beyond the amount the District has paid EOS under this Agreement, and in no event will the District be liable to EOS for any amount beyond what has been earned by EOS as of the date termination.
- 6.4 Insurance shall be maintained by EOS according to the District's contracting regulations, as shown in Exhibit D of the MOU attached.

ARTICLE VII
MISCELLANEOUS

- 7.1 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.
- 7.2 Venue for any litigation involving this Agreement shall be in Fort Bend County, Texas.
- 7.3 If any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- 7.4 This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of the Agreement which is not contained herein shall be valid or binding.
- 7.5 This Agreement may not be assigned by either party.

ARTICLE VIII
NOTICES

Superintendent

Executive Director

Date

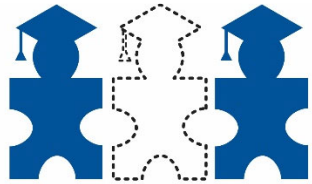
Date

Collaboration Agreement

Between

Lamar CISD

And



EQUAL
OPPORTUNITY
SCHOOLS

COLLABORATION AGREEMENT
Lamar CISD and Equal Opportunity Schools



1. PARTIES

This Collaboration Agreement (this “Agreement”), effective as of July 1st, 2020 (the “Effective Date”), is by and between Equal Opportunity Schools, a Washington non-profit corporation, with an address at 130 Nickerson Street, Suite 200, Seattle, WA 98109 (“EOS”), and Lamar CISD, with an address at 3911 Avenue I Rosenberg, TX 77471 (the “District”). EOS and the District may be referred together collectively herein as the “Collaborators”.

2. COLLABORATION PURPOSE AND OBJECTIVES

The mission of EOS is to ensure that students of color and low-income students have equitable access to America’s most academically intense high school programs and succeed at the highest levels. We focus on challenging high school courses, with a focus on Advanced Placement (“AP”) and International Baccalaureate (“IB”) courses (sometimes referred to as “college-ready courses”), because the academic intensity of the high school curriculum is the biggest driver of college completion. We help school leaders identify and enroll historically underrepresented students of color and low-income students who can succeed in Advanced Placement or International Baccalaureate courses (“AP/IB”) but are not yet enrolled in AP/IB for systemic reasons related to race or socioeconomics.

The District has demonstrated its commitment to improving the quality of educational opportunity and achievement for students in its previous commitments to Equal Opportunity Schools.

Building on the District’s progress and experience and EOS’ expertise in establishing equity in AP/IB, EOS and the District jointly commit to the study on behalf of the District, as outlined below, for the improvement of instruction with these objectives (the “Collaboration Objectives”):

- a. **Fully close (or maintain closure of) race and income participation gaps and/or increase participation rates in AP/IB by fall 2021**, as measured by equally high AP/IB participation rates for students of all races and income levels.
- b. **Support students’ successful AP/IB performance**, as measured by AP/IB grades, exam-taking rates and exam passing.
- c. **Cultivate positive experiences of belonging and support in AP/IB** for historically underrepresented students of color and low-income students through improved District systems and structures, contributing to sustained results in future years and further increases in college readiness and closure of opportunity and achievement gaps.

The purpose of this Agreement is to formalize and facilitate the collaboration between the parties and to pursue these objectives on behalf of the District as set forth in this Agreement, with key implementation to occur during the 2020-2021 school year(s) (the “Collaboration”). The Collaborators agree to the Collaboration Overview, set forth in Exhibit A, which provides a generalized framework of the Collaboration, and which the parties may agree to update from time-to-time upon prior written agreement.

COLLABORATION AGREEMENT
Lamar CISD and Equal Opportunity Schools



3. COSTS & PAYMENTS

a. The District shall pay EOS as follows:

Action for Equity Partner Schools and Program	School Year	Cost per school	District cost
Sustain Equity (including 2 coaching visits) <i>\$16,500/school/year</i>			
Foster High School Fulshear High School George Ranch High School Lamar Consolidated High School Terry High School	2020-2021	\$16,500	\$82,500
2 District Level coaching visits (travel included)			\$4,500
Extend Equity (including Equity Leader Lab) <i>\$22,500/school/year</i>			
Foster High School Fulshear High School George Ranch High School Lamar Consolidated High School Terry High School	2021-2022	\$22,500	\$112,500
Total Due to Equal Opportunity Schools for School Year			
2020-2021			\$102,000
Total Due to Equal Opportunity Schools for School Year			
2021-2022			\$97,500

- b. EOS will invoice Districts starting the weeks of August 15 and January 15 of each school year of the Collaboration. Each invoice will be for 50% of the total due in the specified school year. The District shall promptly pay such invoiced costs in accordance with the instructions on the applicable invoice.
- c. **TRAVEL COSTS:** EOS will bill the District for the portion of travel costs attributable to the Collaboration. The frequency of EOS visits to the District is detailed in Exhibit A. EOS travels cost-consciously (at or below federal standards), and the cost of one EOS trip is often spread across multiple districts within a region.
- d. **QUESTIONS REGARDING COSTS:** EOS' Senior Director of Finance and Administration, Sandy Zook (sandy@eoschools.org), will coordinate all accounting matters and expense reimbursements.
- e. Except as otherwise expressly set forth in this Agreement, each party will bear its own costs and expenses, including costs for staff time and technology maintenance, in connection with the activities to be performed under this Agreement.

4. EACH PARTY'S OBLIGATIONS

Each of the Collaborators has identified the following conditions, which must be met by the other Collaborator in order for this Collaboration to be meaningful and productive.

a. The District requires:

COLLABORATION AGREEMENT
Lamar CISD and Equal Opportunity Schools



1. On-going, candid communication and feedback loops that provide early opportunities to make adjustments where needed.
2. High-quality EOS staff who effectively assist schools to achieve Collaboration Objectives.
3. Integrating services into current District practices such that the Collaboration serves to optimize existing structures and processes.
4. EOS help in building internal capacity and sustainability among the District office administrators, as well as school leaders and staff to continue such District personnel's improvement efforts beyond the timeframe of the Collaboration.

b. EOS requires:

1. Commitment from the District's Superintendent and other key District leaders (i.e. Assistant Superintendents and Directors) to provide full executive and implementation support to this Collaboration, including but not limited to: leadership, advocacy, support and accountability for the schools to meet the Objectives, and provision of necessary financial resources.
2. Full and willing participation from all participating school sites in analyzing data and engaging the school staff in finding and enrolling historically underrepresented students of color and low-income students and supporting students' successful AP/IB performance.
3. Participation as needed by the District's data liaison for joint inquiry and analysis.
4. The District's willing participation in joint research and evaluation efforts for the Collaboration for the duration of this Agreement, including, but not limited to, maintaining a subscription to or authorizing EOS access to the District's National Student Clearinghouse data, which provides each school's college completion information to the District .

5. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY

EOS DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND HEREBY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

IN NO EVENT SHALL EOS BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY AND ALL DAMAGES FOR INTERRUPTION, OR LOSS OF INFORMATION OR DATA, WHETHER ARISING IN CONTRACT OR IN TORT, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, DISCLOSED OR NOT DISCLOSED, ARISING FROM EOS' PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. IN NO EVENT WILL EOS BE LIABLE TO DISTRICT FOR ANY AMOUNT BEYOND THE AMOUNT DISTRICT HAS PAID EOS UNDER THIS AGREEMENT.

6. CONFIDENTIALITY OBLIGATIONS

The Collaborators shall comply with all federal, state, local and other applicable law, rules and regulations, including, without limitation, FERPA (defined in Exhibit B) (collectively, "Applicable Laws"). EOS shall comply with the Confidentiality Obligations outlined in Exhibit B with regard to confidential student and parent information. Each Collaborator shall be responsible for compliance with all Applicable Laws and confidentiality obligations with respect to information in its possession and data provided by the other Collaborator. Details on handling of Confidential Information are set forth in Exhibit B.

7. DATA SHARING FOR ONGOING STUDY & INSTRUCTIONAL IMPROVEMENT

- a. For a period commencing on the Effective Date and lasting through the 2026-27 academic school year, the District will, on a regular basis (if requested), provide EOS with data files (current and historic) containing the information contained in Exhibit C for all students who are in any high school listed in

COLLABORATION AGREEMENT
Lamar CISD and Equal Opportunity Schools



the Costs & Payments section of this and any other active Agreement between the Collaborators (the “Data Sets”). The specific record and file formats of the Data Sets shall be as set forth in Exhibit C or as otherwise negotiated in good faith between the representatives of each party. The obligations set forth in this paragraph and in Exhibit C will survive the termination of this Agreement and remain binding upon the parties. Subject to applicable law, including FERPA, content of the Data Sets may also include other specified education records mutually agreed upon by the parties to be necessary and appropriate for the objectives of this Agreement and for the purpose of studies to be conducted under this Agreement.

- b. EOS shall use the Data Sets received from the District only to meet the purposes of the Collaboration as described in this Agreement.
- c. EOS may publish de-identified, aggregated data. In each instance, EOS shall take appropriate steps not to disclose any personally identifiable information. For example, EOS may produce reports for the District and other school districts participating in similar programs to review based on aggregated data that has been sufficiently de-identified through removing or suppressing identifiable information in order to minimize the risk of re-identification through combination with other information linked to a specific individual.
- d. EOS may also share certain information, including personally identifiable information, with third party service providers and partners who manage FERPA compliant platforms EOS may use in regard to data visualization, analytics, encrypted hosting, survey and reporting purposes in order to fulfill its obligations under this Agreement.
- e. With written consent from the district, EOS may share certain Confidential Information with a partner for educational purposes, such as a professor at a US university conducting research and subject to such professor being bound by confidentiality obligations to EOS no less strict than those set forth herein.
- f. From time to time, EOS and the District may mutually agree in writing to enter into a collaboration with a third party. Such collaboration may involve the sharing of the Data Sets, or a subset thereof, with such third party. EOS and the District may attach to this Agreement an Exhibit setting forth the name of the third party, a description of the collaboration, each party’s respective role in the collaboration, and any other terms and conditions related to the third-party collaboration.

8. INSURANCE

During the Term of this Agreement, EOS shall maintain insurance according to the District’s contracting regulations, as shown in Exhibit D.

9. TERM; TERMINATION.

- a. **Term.** The Term of this Agreement shall be from the Effective Date and continue until June 30, 2022 or until the Agreement is terminated as set forth below (the “**Term**”).
- b. **Termination.** This Agreement may be terminated at any time by either party upon sixty (60) days’ prior written notice to the other party.
- c. **Effects of Termination.** Upon termination of this Agreement by a party, District shall have no further obligation to provide data described hereunder to EOS or any third party, and EOS shall have no further obligation to provide studies, reports, analysis and other materials to District or any third party under this Agreement. However, the parties agree that EOS shall have the right to retain any

COLLABORATION AGREEMENT
Lamar CISD and Equal Opportunity Schools



data shared with EOS pursuant to this Agreement and use such data solely in accordance with the terms of this Agreement.

d. **Survival.** In addition to those provisions which, by their express terms, survive the expiration or termination of this Agreement, the following provisions shall survive any such expiration or termination: Sections 4, 5, 7, 8, 9(d) and 10 through 15, inclusive.

10. ENTIRE AGREEMENT. This Agreement (and its Exhibits) constitute the entire agreement between the parties regarding the subject matter hereof and supersede all previous or contemporaneous agreements, negotiations and commitments (written or oral) between the parties related to the subject matter hereof.

11. MODIFICATIONS; NO WAIVER. No term of this Agreement may be amended or modified except upon written agreement of the parties. Failure by a party to insist upon strict compliance with any term of this Agreement in any one or more instances will not be deemed to be a waiver of its rights to insist upon such strict compliance with respect to any subsequent failure. No waiver shall not be effective unless in writing and signed by the party waiving compliance.

12. SEVERABILITY; ENFORCEABILITY. If any provision of this Agreement shall be deemed prohibited, unenforceable, or invalid, such provision shall be ineffective to the extent of such prohibition, unenforceability, or invalidity without invalidating or affecting the remaining provisions of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

13. GOVERNING LAW; JURISDICTION. This Agreement shall be construed in accordance with the laws of the State of Washington, without regard to its conflicts-of-laws principles. The parties expressly consent to the exclusive jurisdiction and venue of the State of Washington; any claims, actions or other matters respecting this Agreement shall be brought only in the federal or state courts of the State of Washington.

14. NOTICES. All notices required under this Agreement shall be deemed to be properly served if set forth in writing and (1) physically delivered in person or by overnight courier delivery, (2) sent by first class registered or certified mail, postage prepaid and return receipt requested, or (3) transmitted by email followed with overnight courier delivery, to the addresses below, or to any other addresses which the parties designate in writing for such purpose. Notices sent in this manner shall be effective upon actual receipt, except for notices sent by registered mail, which shall be effective five (5) business days after the postmark.

If to EOS: Attention: Alexa Llibre
Address: 130 Nickerson St, Suite #200, Seattle, WA 98109
Email address: alexa@eoschools.org

If to District: Attention:
Address: 3911 Avenue I, Rosenberg, TX 77471
Email address:

15. COUNTERPARTS. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signature pages delivered by email as PDF files or other electronic signatures hereto shall be considered originals for purposes of this Agreement.

COLLABORATION AGREEMENT
Lamar CISD and Equal Opportunity Schools



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COLLABORATION AGREEMENT
Lamar CISD and Equal Opportunity Schools



SIGNATURES

The signatures below, by the authorized representative of each party to this Collaboration Agreement, signify the parties' agreement and commitment to the terms and conditions of the Collaboration Agreement.

Lamar CISD

For Equal Opportunity Schools

Signature

Signature

Name

Name

Title

Title

Date

Date

School District Accounts Payable Contact Information

Full Name

Email

Phone

3911 Avenue I

Rosenberg, TX

77471

Street Address

City, State

Zip Code

Purchase Order required for invoicing?
(circle one)

Yes

No

District Data Personnel Contact Information

Full Name

Email

Phone

COLLABORATION AGREEMENT
Lamar CISD and Equal Opportunity Schools



Exhibit A

COLLABORATION OVERVIEW

Listed below is the structure for accessing the expertise of EOS personnel, tools, and data to support the District’s unique needs as it works to meet and/or sustain the Collaboration Objectives. This Collaboration Overview provides a generalized framework of the Collaboration but does not delineate every aspect of the Collaboration that the Collaborators are mutually responsible for implementing.

The Collaborators agree to the following schedule and responsibilities, and will meet to set specific dates and task ownership, following the Effective Date of this Agreement.

Action for Equity Phase 3: Extend Equity

In this pathway, partners develop and enshrine the policies, practices and mindsets to sustain equitable opportunities and begin to drive the core work on their own. During the Extend Equity phase, partners continue to use the EOS Portal and suite of tools (including all tools listed in the table below) to find students. Partners also participate in a four-part Equity Leader Lab (ELLab), a regionally-based community of practice. The Equity Leader Labs create a shared, creative and dynamic space for the action-oriented partnership of researchers, practitioners and educators in the service of equitable learning environments.

Members of the ELLabs will attend four (4) full-day workshops that are designed to develop equity leadership and inquiry-based classroom practices. Within this collaborative learning community, participants and facilitators will integrate research-based belonging strategies with practitioner expertise to examine and develop belonging-rich learning environments in schools for students of color and low-income students. Please see below for a tentative list of lab dates for the 2020-2021 partnership year.

All travel by EOS staff in conjunction with the Equity Leader Labs is included in the price listed in the Costs and Payments section 3a.

Tools & Supports: The following are the set of tools and analyses that the District and its schools can access through the Extend Equity partnership.

<p>Student Survey, Staff Survey & Staff Recommendations</p>	<p>The fall student survey and staff survey and recommendations serve as two of our seminal data collection tools and are required for the creation of most EOS products, including outreach and recruitment lists, Student Insight cards, Equity Pathways reports and Support Reports. EOS will remotely manage online survey administration by providing a series of updates on rates of survey completion and helping schools trouble shoot technical problems.</p>
<p>AP/IB Student Experience Survey and Report</p>	<p>The Student Experience Survey and Report provides a year-end portrait of the quality of student experiences in AP/IB classes in a school. As AP/IB students complete their coursework, understanding their experience can help with sustainability planning for next school year’s equity goal. The analysis provides strength areas and recommendations to improve the AP/IB experience. EOS will remotely manage the</p>

COLLABORATION AGREEMENT
Lamar CISD and Equal Opportunity Schools



	surveys, and provide analysis and recommendations based on the results.
Equity Pathways Report	EOS will provide schools with the Equity Pathways Report, a comprehensive analysis of the student and staff survey responses combined with recommendations for sustaining equity and access in AP/IB coursework. The Equity Pathways report allows schools to unpack broad trends across different race and income groups as respects issues of access and success in AP/IB courses.
Support & Belonging Report	The Support & Belonging Report will provide schools concrete recommendations for building belonging-rich policies and practices that lead to students' success in AP/IB. The report draws on analysis of school-, student- and staff-level data surfaced through the fall surveys. It offers a deeper set of perspectives on how historically underrepresented students of color and low-income students are experiencing belonging in their classrooms, both in relationship to peers and to teachers. Available AP/IB supports are evaluated on their availability and usage by students, and students' top suggested reports are shared back, in service of creating stronger transitions into AP/IB for first-time takers and for current AP/IB students to thrive in their course experience.
Student Insight Cards	EOS will provide schools with Student Insight Cards for all 10 th and 11 th grade students on the Outreach Lists. Student Insight Cards are student level profiles that visually provide key insights into student interest, motivation, academic and performance assets, barriers, and trusted adults.
Outreach Lists	The Outreach List contains 10 th and 11 th grade students identified through EOS' proprietary model and relies on both student and school level characteristics to determine if a student could benefit from and succeed in AP/IB coursework at your high school. These lists can be used for planning student outreach and recruitment. A 9 th grade targeted students list is available upon request.
Outreach and Enrollment Tracking	The Outreach and Enrollment Tracker allows schools to execute against and track outreach activities that lead to equitable enrollment. Outreach data entered into the portal is analyzed in partnership with course request enrollment data to highlight outreach trends that impact equity.
Course Registration Enrollment Updates	EOS will provide enrollment updates during course registration that facilitate further strategy and action around outreach to students.
Evaluation Tools	EOS will provide a variety of tools, including: (a) Data visuals of schools' AP/IB access reality compared to access for the previous school year, (b) Opportunity Charts showing enrollment for 11 th /12 th graders by race & segment, and (c) Enrollment Capacity Analyses showing course-level enrollment information.
Semester AP/IB Grade Analysis	EOS will analyze and present corresponding data visuals that compare semester grade performance to prior year semester grade performance in AP/IB courses.
AP/IB Exam Analysis	EOS will analyze and present corresponding data visuals that compare AP/IB exam passing performance to prior year passing performance (as measured by number of students passing exams and pass rates).

Supports: The following are the set of EOS supports that will accompany the above described tools:

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EOS Portal Access	The EOS Portal allows leaders within the EOS partner schools and districts to access real-time information such as Student Insight Cards, school Outreach Lists, and updates on Outreach and Enrollment tracking.
Live and On-Demand Webinar Training	EOS hosts live and on-demand webinars to support successful implementation of the Collaboration. Topics will include portal refresher, advocacy and outreach best practices, outreach list walk-through/support, and outreach tracking.
Phone and Email Support	EOS staff will offer email/phone support, including discussion of EOS analyses and strategy support for any aspect of the partnership.

Action for Equity Phase 4: Sustain Equity

This pathway is designed for clients who are prepared to take nearly full ownership of the process for achieving equitable AP/IB participation outcomes, with training to use tools and remote support from EOS. Sustain Equity clients should be prepared to drive significant amounts of the work to build upon progress made in the previous year’s partnership and to build systems for sustainability. Districts and schools who are ready to take ownership of leading and sustaining the outcomes achieved by the Collaborators will have more independent use of EOS tools & data with minimal remote consultation from EOS in this package.

While EOS provides the data, tools and remote thought partnership to continue deepening District’s equity work, school and District leaders will need to commit the leadership capacity to achieve the Collaboration Objectives. Schools choosing this package will be assigned a Partnership Manager, and will not receive a fall Staff Survey, Equity Pathways report or Support Report.

Tools & Supports: The following are the set of tools and analyses that the District and its schools can access through the Sustain Equity partnership.

Student Survey & Staff Recommendations	The fall student survey and staff recommendations are two EOS’ seminal data collection tools and are required for the creation of most EOS products, including outreach and recruitment lists and Student Insight cards. EOS will remotely manage online survey administration by providing a series of updates on rates of survey completion and helping schools trouble shoot technical problems.
Student Insight Cards	EOS will provide schools with Student Insight Cards for all 10 th and 11 th grade students on the Outreach Lists. Student Insight Cards are student level profiles that visually provide key insights into student interest, motivation, academic and performance assets, barriers, and trusted adults.
Outreach Lists	The Outreach List contains 10 th and 11 th grade students identified through EOS’ proprietary model and relies on both student and school level characteristics to determine if a student could benefit from and succeed in AP/IB coursework at your high school. These lists can be used for planning student outreach and recruitment. A 9 th grade targeted students list is available upon request.
Outreach and Enrollment Tracking	The Outreach and Enrollment Tracker allows schools to execute against and track outreach activities that lead to equitable enrollment. Outreach data entered into the portal is analyzed in partnership with course request enrollment data to highlight outreach trends that impact equity.

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Course Registration Enrollment Updates	EOS will provide enrollment updates during course registration that facilitate further strategy and action around outreach to students.
Evaluation Tools	EOS will provide a variety of tools, including: (a) Data visuals of schools' AP/IB access reality compared to access for the previous school year, (b) Opportunity Charts showing enrollment for 11 th /12 th graders by race & segment, and (c) Enrollment Capacity Analyses showing course-level enrollment information.
Semester AP/IB Grade Analysis	EOS will analyze and present corresponding data visuals that compare semester grade performance to prior year semester grade performance in AP/IB courses.
AP/IB Exam Analysis	EOS will analyze and present corresponding data visuals that compare AP/IB exam passing performance to prior year passing performance (as measured by number of students passing exams and pass rates).

Supports: The following are the set of EOS supports that will accompany the above described tools:

EOS Portal Access	The EOS Portal allows leaders within the EOS partner schools and districts to access real-time information such as Student Insight Cards, school Outreach Lists, and updates on Outreach and Enrollment tracking.
Live and On-Demand Webinar Training	EOS hosts live and on-demand webinars to support successful implementation of the Collaboration. Topics will include portal refresher, advocacy and outreach best practices, outreach list walk-through/support, and outreach tracking.
Phone and Email Support	EOS staff will offer email/phone support, including discussion of EOS analyses and strategy support for any aspect of the partnership.

COLLABORATION AGREEMENT
Lamar CISD and Equal Opportunity Schools



EXHIBIT B

Confidentiality Obligations

Definition

For purposes of this Agreement, the term “Confidential Information” shall mean any and all personally identifiable student information from District education records provided by District to EOS, in any medium during the Term of this Agreement. Confidential Information shall include, without limitation, the personally identifiable information of students, parents, guardians and staff that the District shares with EOS under this Agreement.

Acknowledgment of Applicable Law

The Collaborators acknowledge that provision by the District of Confidential Information is subject to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99 (“FERPA”), and may also be subject to state law student confidentiality provisions. The Collaborators shall comply with all Applicable Law.

EOS Permitted Usage of Confidential Information

Except in limited instances when EOS obtains the express written consent of the District or individual participant/parent, as may be required, EOS shall use Confidential Information solely for the purposes set forth in this Agreement.

Restrictions upon EOS’ Disclosure of Confidential Information

The only EOS personnel who will have access to Confidential Information will be those EOS employees, contractors and agents who (a) are performing services contemplated by this Agreement and (b) have agreed to be bound by EOS’ non-disclosure agreement. Except as permitted by FERPA, EOS and its designated employees, contractors and other agents with access to Confidential Information shall not disclose any of the District’s Confidential Information to any third party.

Maintenance of Confidentiality

EOS shall exercise reasonable care in safeguarding the Confidential Information against loss, theft, or other inadvertent disclosure or access and shall take reasonable steps necessary to establish safeguards that are consistent with applicable federal, state, and local law and District regulations and policies relating to security for personally identifiable and other sensitive information, including but not limited to FERPA-protected information. Publication of any information compiled by EOS under this Agreement (other than to the District or its personnel in accordance with this Agreement) shall be in a manner that is designed not to permit identification, directly or indirectly, of individual students or parents.

All users of the Portal must agree to the EOS Acceptable Use Policy, as may be amended, which includes, requirements such as, an obligation not to share account or passwords with anyone, not to use the Portal for illegal activity, not to access data or any account owned by another and to notify EOS immediately if the user identifies a problem with the Portal. EOS also has the right to deny access to any user who may pose a security risk to the Portal or the data contained on the Portal.

COLLABORATION AGREEMENT
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The District shall send all Confidential Information via the Portal, unless otherwise agreed to by the parties or expressly permitted by EOS in writing. Unless otherwise agreed upon by the parties in advance, the District should not email or use any other medium to send Confidential Information. In certain instances, EOS may accept limited information via another approved mechanism.

Destruction of Confidential Information

EOS agrees to destroy all personally identifiable student and parent information obtained from District education records after such information is no longer needed for any purpose for which studies were conducted under the terms of this Agreement.

COLLABORATION AGREEMENT
Lamar CISD and Equal Opportunity Schools



EXHIBIT C

Data to be Shared for the Purpose of Ongoing Study and Instructional Improvement

EOS will use student-level data on behalf of the school/district to study and evaluate its programs and services. The data will only be used to meet the purposes of the study for the school/district. Requested data may include the following and should be provided as appropriate in written reports, data files, or spreadsheets. Data should be provided by race and socioeconomic segments (as determined by eligibility for the National School Lunch Program or similar proxy). EOS will treat all data as Confidential Information, as defined by Exhibit B of this Agreement, and in accordance with the requirements of Applicable Law. Except as otherwise agreed upon between the parties or instructed by EOS, all data shall be provided through the EOS Portal. EOS will provide instructions on the file types that are required (usually CSV format for data and JPG for photos). In addition to the data elements listed below, in performing the services and implementing the programs, EOS, or a third-party on its behalf, will administer surveys for students and staff. In order to undertake the study and services on behalf of the District, EOS will need access to the following data elements:

Data Elements	Data Level	Example Data Elements Collected	Purpose of Data Use
Demographics (Race, Gender, FRL, ELL)	Student	Student ID, first name, last name, school name, grade, gender, counselor email, counselor last name, Hispanic indicator, race, income indicator, GPA, other fields may be included as optional	EOS will use this information to identify the school-wide participation trends in AP and IB classes, and to achieve Collaboration Objectives.
Fall Course Enrollment	Student / Staff	School name, student ID, staff email, staff ID, staff first and last name, course ID, course name, course selection, course period, term	
Course Grades	Student	Student ID, school name, course ID, course name, course selection, term, sub-term, grade	
AP Exam Scores / IB Exam Scores	Student	Student ID, test name, test subject, test score, test year	
Course Request	Student	Student ID, school name, course ID, course name	
Student Photos	Student		
Staff File	Staff	First name, last name, email address, staff ID, position and department	
Graduation Status	Student		
GPA	Student		
SAT / Test Scores	Student	Student ID, test name, test subject, test score, test year	
National Student Clearinghouse	Student		

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EXHIBIT D – Insurance

CERTIFICATE OF LIABILITY INSURANCE		OP ID: SR DATE (MM/DD/YYYY) 03/19/2019					
		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.					
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER Sprague Israel Giles 1501 Fourth Avenue, Suite 730 Seattle, WA 98101-3225 Matt Conroy	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: EQUAL-1						
INSURED Equal Opportunity Schools 130 Nickerson Street, Ste 200 Seattle, WA 98109	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Philadelphia Indemnity Ins. 18058 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :						
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PHPK1939228	03/22/2019	03/22/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1939228	03/22/2019	03/22/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y / N N / A	PHPK1939228 WA STOP GAP	03/22/2019	03/22/2020	<input type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	SEXUAL ABUSE			PHPK1939228	03/22/2019	03/22/2020	Per Occ 3,000,000 Aggregate 3,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							
EVIDENCE ONLY							
CERTIFICATE HOLDER				CANCELLATION			
CERTIFICATE HOLDER				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 			

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ACORD 25 (2009/09)

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COLLABORATION AGREEMENT

Lamar CISD and Equal Opportunity Schools



EXHIBIT E – EOS W-9

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	<h2 style="margin: 0;">Request for Taxpayer Identification Number and Certification</h2> <p style="margin: 0;">▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	Give Form to the requester. Do not send to the IRS.										
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Equal Opportunity Schools												
2 Business name/disregarded entity name, if different from above _____												
Print or type. See Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.											
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate											
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.											
	<input type="checkbox"/> Other (see instructions) ▶ _____											
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>												
5 Address (number, street, and apt. or suite no.) See instructions. 130 Nickerson Street, Suite 200		Requester's name and address (optional)										
6 City, state, and ZIP code Seattle, WA 98109												
7 List account number(s) here (optional)												
Part I Taxpayer Identification Number (TIN)												
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.												
		Social security number <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> <td style="width: 25px; height: 20px;"></td> </tr> </table>										
		OR Employer identification number <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25px; height: 20px; text-align: center;">3</td> <td style="width: 25px; height: 20px; text-align: center;">7</td> <td style="width: 25px; height: 20px; text-align: center;">-</td> <td style="width: 25px; height: 20px; text-align: center;">1</td> <td style="width: 25px; height: 20px; text-align: center;">6</td> <td style="width: 25px; height: 20px; text-align: center;">0</td> <td style="width: 25px; height: 20px; text-align: center;">9</td> <td style="width: 25px; height: 20px; text-align: center;">6</td> <td style="width: 25px; height: 20px; text-align: center;">5</td> <td style="width: 25px; height: 20px; text-align: center;">9</td> </tr> </table>	3	7	-	1	6	0	9	6	5	9
3	7	-	1	6	0	9	6	5	9			
Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.												
Part II Certification												
Under penalties of perjury, I certify that:												
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.												
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.												
Sign Here	Signature of U.S. person ▶ <i>Jandy Zook</i>	Date ▶ <i>1/10/2020</i>										
General Instructions												
Section references are to the Internal Revenue Code unless otherwise noted.												
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 .												
Purpose of Form												
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.												
<ul style="list-style-type: none"> • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.												
If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.												

**CONSIDER APPROVAL OF THE ONRAMPS COOPERATIVE AGREEMENT AND DATA SHARING
AGREEMENT WITH THE UNIVERSITY OF TEXAS AT AUSTIN**

RECOMMENDATION:

That the Board of Trustees approve the Cooperative Agreement and Data Sharing Agreement with the University of Texas at Austin for the OnRamps program with Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

OnRamps offers distance education courses through a dual enrollment model. Using best-in-class resources, materials, and instructional strategies OnRamps also provides intensive, yearlong professional development and support that improves instructional quality in classrooms throughout Lamar CISD.

Key outcomes of early exposure to postsecondary education include:

- Aligning high school students to the academic and social expectations of college;
- Accelerating student matriculation, retention and time to degree; and
- Increasing the number and diversity of students who are fully prepared to follow a path to college and career success.

PROGRAM DESCRIPTION:

OnRamps was founded in 2011 to increase the number and diversity of students who engage in learning experiences aligned with the expectations of leading universities. To do this, OnRamps established and applies a four-pillar design—to meet college standards, implement innovative pedagogy, facilitate a technology-enhanced education, and diffuse aligned college experiences.

OnRamps facilitates a network of Texas students, teachers, districts, community partners and higher education institutions, offering:

- High-quality courses for students to engage in authentic college experiences;
- Ongoing professional development and virtual supports for teachers to improve the quality of instruction; and
- Strategic partnerships that extend the reach and yield the greatest impact on postsecondary attainment, persistence and completion.

LCISD offers the following OnRamps courses:

- | | |
|-------------------|-------------------------------------|
| • College Algebra | • US History |
| • Chemistry | • English III |
| • Precalculus | • English IV |
| • Statistics | • Arts and Entertainment Technology |
| • Physics 1 | • Thriving in Our Digital World |

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Dr. Jon Maxwell, Executive Director of Student Programs

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**2020-2021
COOPERATIVE PROGRAM AGREEMENT**

This Cooperative Program Agreement ("Agreement") is entered into by and between the Contracting Parties shown below.

1. Contracting Parties:

The School District: Lamar CISD
Attention: Jon Maxwell
3911 Avenue I
Rosenburg, TX 77471

University of Texas at Austin
Senior Vice President and Chief Financial Officer
110 InnerCampus Drive, Suite 102
Austin, Texas 78712
Attn: Darrell Bazzell

2. Nature of the Cooperative Program

The University of Texas at Austin, on behalf of the Office of Strategy and Policy, and the Lamar CISD("District") enter into this Agreement to implement OnRamps to offer distance college courses through a dual-enrollment model and high school teacher training and professional learning. OnRamps offers the opportunity for high school students to earn high school credit from their District and the opportunity to earn college credits from The University of Texas at Austin ("UT Austin") through a distance education course.

3. Agreement Amount

The amount paid by the District during each contract year to UT Austin will be equal to the costs per student and teacher training needed by the District as set forth in Section 4.2.H. The 86th Texas Legislature provided state appropriation that reimburses all partnering Districts a portion of the cost per student enrollment fees for participating in OnRamps.

In addition, Districts must pay the costs of lodging, transportation, and teacher substitute costs related to any professional learning institutes ("PLIs").

4. Program Responsibilities

Responsibilities to implement OnRamps distance college courses will be shared between the District and UT Austin. A District entering into a contractual agreement for the delivery of distance college courses is an active participant in ensuring the effectiveness and quality of the implementation of OnRamps in the District. The funds paid by the District to the Office of Strategy and Policy will cover the student enrollment fee and teacher professional learning fee for high school teachers participating in the

summer Professional Learning Institute. Payment shall be due and payable, in full, to the UT Austin on or before thirty (30) calendar days from receipt of such invoice in accordance with Chapter 2251 of the Texas Government Code. All checks should be made payable to The University of Texas at Austin. Payments should be mailed and/or delivered to:

Attn: Kristine Yancey
The University of Texas at Austin
Office of Strategy and Policy
2616 Wichita Street, STOP A7300
Austin, Texas 78712

4.1. Responsibilities of UT Austin

Enrollment

- A. OnRamps will register high school students for OnRamps courses through the OnRamps Student Information System (“OnRamps Portal”). In order to officially enroll in OnRamps distance college courses, students must acquire an official, permanent university electronic identification (“UT EID”) via the UT Austin web site. Once a UT EID has been acquired, students use their UT EID and password to access the secure OnRamps Portal, complete a required student profile, affirm agreement with OnRamps policies, and register for course(s). Non-directory Information received and stored by OnRamps regarding students enrolled at either Texas Tech University or UT Austin is confidential and protected consistent with the Family Educational Rights and Privacy Act (FERPA).
- B. As part of routine evaluation of educational effectiveness at UT Austin, OnRamps maintains OnRamps student educational records, including registration, enrollment, orientation, and course evaluation data for purposes of administering, implementing, and improving the program, and providing official reporting to UT Austin and the District. OnRamps engages in additional data sharing with UT Austin departments as defined in the data sharing agreement that each district enters with OnRamps.

Curriculum and Instruction

- C. Provide UT Austin faculty and academic staff to develop and define college course materials and curriculum and assume primary responsibility for the oversight of distance college courses, ensuring rigor and quality. UT Austin faculty are provided 1:1 professional development and support to learn how to deliver OnRamps courses through distance education. UT Austin staff provide frequent feedback to UT Austin faculty and academic course staff on implementation and provide support for any needed enhancements or improvements.
- D. Distance Education and High School Courses:
 - a. Provide yearlong, in-depth college readiness experiences for all students, regardless of whether they earn credit from UT Austin;
 - b. Provide clear and transparent expectations for postsecondary success in Texas;

- c. Provide an authentic entry point to university-level learning experiences that expose students to postsecondary versus high school performance expectations;
 - d. Provide opportunity for students to take responsibility for their own learning;
 - e. Prominently feature the four pillars of OnRamps: College Standards, Innovative Pedagogy, Technology Enhanced Education, and Aligned College Experiences; and
 - f. Provide access and training in all technology used as appropriate to the nature and objectives of courses, including the Canvas Learning Management System (“Canvas LMS”), to every OnRamps student, teacher, and UT Austin faculty member to meet course expectations.
- E. Maintain servers operated by or hosted on UT Austin's web-based Canvas LMS.
- a. Provide online and phone-based technical support for OnRamps teachers, students, and UT Austin faculty utilizing the curriculum.
 - b. Deliver instructional materials via distance education. All course-related materials will be available from the course website, the Canvas LMS, and/or the UT Austin OnRamps academic course staff unless otherwise specified.
- F. Administer OnRamps distance college courses via a dual-enrollment model. Students enroll in a semester- or year-long course taught by their high school teacher for high school credit. Throughout the semester/year, the high school teacher uses OnRamps curriculum, pedagogy, and online learning tools developed by UT Austin faculty to teach the high school course. At designated periods during the course, students may be eligible to enroll in a distance college course for college credit.
- a. Ramp up period for *yearlong* courses: A student must complete a series of required assignments and summative assessments that are designed, designated, and evaluated by the UT Austin faculty and academic staff. A student must earn a passing grade (D- or above) determined by the UT Austin Instructor of Record to be eligible to be dual enrolled in the UT Austin distance college course. A student who does not meet this eligibility requirement may be determined to be eligible if the student meets the Texas Success Initiative (TSI) requirements for that course. Other appeal processes or criteria for eligibility are determined by the course Faculty Lead who sets the standard course syllabus.
 - b. UT Austin distance college course: A student must complete a series of additional required assignments and assessments that are designed, designated, and evaluated by the UT Austin faculty and college Instructors of Record to determine successful completion of the distance college course. The UT Austin Instructor of Record evaluates student progress toward predetermined learning goals and student grades based on the college assessments. (Grades for the high school and distance college

courses may differ, as the assignments that determine each grade may differ.)

- c. UT Austin faculty and academic course staff ensure comparability of distance college courses to campus-based courses and are approved by UT Austin Department Chairs and supported by Deans (See website for a list of courses, course code, and transferability).
- G. OnRamps distance college courses are part of the Texas Core Curriculum at UT Austin and credits earned for a letter grade of C- or above are guaranteed to transfer to any state public higher education institution in Texas with the exception of College Algebra (M 301), Lab for Mechanics, Heat, and Sound (PHY 102M), and Introduction to Chemical Practices (CH 104M). These three courses typically transfer to other universities using their TCCNs and apply toward the core curriculum at most public institutions in Texas. See OnRamps website for the full list of OnRamps distance college courses and TCCNs. A student who is eligible for, successfully completes, and accepts college credit for the distance college course will have their course grade recorded in the Office of the Registrar at UT Austin. A student may request an official copy of their transcript from the Registrar at the end of the fall or spring term for the applicable fee determined by the registrar (\$20.00 as of January 2020). Students may request transcripts via UT Austin's online transcript request system for up to three years following the completion of their OnRamps course. After three years, students must request transcripts via mail, fax, or email. Before registering for an OnRamps course, each student is advised to check with their planned collegiate program, even if intending to attend UT Austin, to determine exact course credit applicability and transferability.
- H. Support documentation of distance college course credit. OnRamps will assist students, who enroll in the distance college course and earn/accept college credit, secure documentation of their OnRamps participation, including official transcripts and enrollment confirmation letters for students, and non-enrollment confirmation letters for students who do not enroll in the distance college course or decline college credit.
- I. Deliver professional learning to participating and approved high school teachers assigned to teach the OnRamps course.
- a. A summer professional learning institute for participating District teachers will be delivered by UT Austin using distance education and virtual learning technologies. Each course offered through the OnRamps Program will have an associated summer professional learning institute. The participating District teacher assigned to the course **must** complete the summer professional learning institute **new teacher track** at least once, in its entirety, before teaching an OnRamps course for the first time. If the teacher continues to offer the course in subsequent years, they are **required** to attend the returning teacher track at the institute, inclusive of

OnRamps Summit. UT Austin will be responsible for the following at the summer institute:

- i) Scheduling the necessary facilities to provide the institute virtually;
 - ii) Conducting the summer institute; and
 - iv) Crediting participating District teachers with continuing professional education hours (Approximately 80 hours for new teachers and approximately 50 hours for returning teachers over the course of the full academic year).
- b. Academic year PLIs: One-day professional learning institutes for new and returning District teachers will be held at UT Austin, designated regional sites, or delivered virtually for specified courses during the fall and spring semesters. District teachers are **required** to participate in and fully complete the one-day workshop during each semester in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year.
- J. Provide one or more course staff. UT Austin will hire and assign a qualified course coordinator for each course. Approved by the UT Austin faculty within the sponsoring UT department (e.g., Computer Science, Mathematics, etc.), the coordinator will serve as a content expert and liaison for the high school teacher.
- K. Deliver Partnership Symposium, Summit, and Regional Consortiums to participating District and campus administration (Superintendent, Director of Advanced Academics, Campus Administration, Counselors, Returning OnRamps teachers, etc.)
- a. The Symposium, Summit, and Regional Consortiums goal is to inform, collaborate, and advise on key elements that can prepare students for the transition to postsecondary. They provide space and time for administrators, counselors, and OnRamps staff to gather and collectively share issues, needs, concerns, solutions, and plans to support student post-secondary success.
 - b. Deliver dual enrollment 101 workshops for participating District/Charter counselors with training that includes: dual enrollment program overview in detail, resources to share with students, families, and campuses and the levels of program support that OnRamps provides. Trainings will be provided regionally or virtually and available to participating District/Charter personnel.
 - c. Deliver in-person or virtual presentations to participating district and campus staff regarding program overview, implementation, and strategies for success.
 - d. Deliver in-person or virtual parent presentations to district community regarding OnRamps overview, implementation, and how to motivate and support their student.
 - e. Provide a link for participating district/charter main point of contact to schedule in-person or virtual presentations. OnRamps presentation

requests must be made at least two weeks in advance. Requests are not guaranteed and will be scheduled based upon the availability of the OnRamps Outreach team.

- f. Each participating district/charter is allotted one OnRamps presentation per campus in an academic year.
- L. The UT Austin course staff will:
- a. Conduct or co-conduct the summer and one-day PLIs;
 - b. Assist the District with OnRamps implementation by providing the necessary training to the high school teacher(s) before and during implementation;
 - c. Provide on-going, one-on-one feedback and guidance to the high school teacher;
 - d. Provide virtual coaching using the OnRamps-approved online coaching medium for each OnRamps high school teacher to support their course implementation and enhance their professional practice;
 - e. Provide pedagogical and technology expertise and training in the discipline to UT Austin Faculty Leads and UT Austin Instructors of Record overseeing distance college courses.
 - f. Assist UT Austin faculty and UT Austin Instructors of Record with maintaining the course for students in the District, including electronic distribution of lectures, homework assignments, quizzes, projects, and exams, to participating teachers and provide of ongoing support with implementing the curriculum.

Institutional Effectiveness

- M. Provide feedback regarding course implementation to UT Austin faculty and academic staff, as well as, District high school teachers and administration. To ensure OnRamps is implemented and facilitated with quality and fidelity, OnRamps staff will provide updates at the end of the fall and spring semesters and, as needed, throughout the year regarding the status of OnRamps implementation, based on communication with the OnRamps high school teacher and classroom observations.
- a. OnRamps staff will alert campus and district administration of any serious concerns regarding the District or campus implementation of the OnRamps course pertaining to quality and fidelity. If the campus or District implementation of the OnRamps course is deemed unsatisfactory, UT Austin reserves the right to deny the opportunity to offer the OnRamps course in the future or to require a replacement high school teacher.
 - b. OnRamps staff will alert school and District administration of any concerns regarding high school teachers' ongoing ability or willingness to implement the course with quality and fidelity.
 - c. A UT Austin OnRamps high school teacher deemed by UT Austin to be unsatisfactorily implementing the course will be given an opportunity to bring implementation of the course into alignment with UT Austin expectations, and OnRamps will provide coaching and support through

the course staff, OnRamps PLIs, virtual coaching, and ongoing communication with the high school teacher. Should the high school teacher's implementation of OnRamps continue to be unsatisfactory or no improvement is observed, OnRamps will notify the District, who will use its best efforts to identify an alternate high school teacher, and the District will work with UT Austin to continue the course through the alternate high school teacher. OnRamps reserves the right to deny any teacher the opportunity to offer the course in the future.

- d. Should UT Austin deem an OnRamps high school teacher as not compatible with or not in the best interest of the program, OnRamps will notify the District, who will work with UT Austin to continue the course through an alternate teacher.
 - e. Any person performing services under this Agreement on behalf of the District/Charter must also be actively employed by the District and may not be on administrative or medical leave. The District must have on file a successfully passed criminal background check for any employee performing services under this Agreement on behalf of the District. If a District becomes aware that an employee performing services does not meet the eligibility requirements listed above, the District main point of contact, who oversees the OnRamps program, must inform their OnRamps point of contact within 24 hours.
- N. Appoint OnRamps high school teachers as UT Austin Affiliates. As an OnRamps Affiliate, high school teachers are eligible to receive UT Austin ID cards, library access, Wi-Fi access on the UT Austin campus, opportunity to obtain a UT Austin email address, purchase gym passes, and other benefits.
- a. If an OnRamps high school teacher is deemed not compatible with or in the best interest of the program they cannot serve as an OnRamps high school teacher and cannot be affiliated with UT Austin.
- O. Initiate and administer the process of sponsoring College and Departmental approval to assign qualified UT Austin faculty who assume primary responsibility for and exercise oversight of the process.

Student Services

- P. Provide access and training to the Canvas LMS for every OnRamps student to meet course expectations.
- Q. Provide online and phone-based technical support for OnRamps teachers and students engaging in the curriculum when that support is not provided through Canvas LMS.
- R. Provide information in the OnRamps Portal or through email notifications related to distance college course enrollment activities, including registration, eligibility, credit type selection, credit status, and official transcript requests.
- S. Provide access to teleconference functions in Canvas LMS or other commensurate distance technology with consultants for writing consultation with their distance college course writing assignments.

- T. Protect students' education records in accordance with FERPA policies (See Section 4.1.A).
- U. Provide a student orientation module in Canvas for all OnRamps courses that details program enrollment, student academic integrity, and FERPA rights.
- V. Provide adequate procedures for submitting and resolving complaints, grade appeals, information requests, and other inquiries related to participation in OnRamps.
- W. Provide technological resources and infrastructure to support implementation of OnRamps distance college courses for districts/charter, campuses, high school teachers, and students.

Student Removal to Alternative Campus

- X. In a case where a student is removed from their home campus and assigned to an alternative campus due to disciplinary reasons, the district main point of contact, campus principal and/or the high school teacher of the campus must notify the Associate Director for Enrollment Management. Information needs to include the length of the placement to determine if the student will continue in the OnRamps course in which they are enrolled. If the alternative placement is longer than 7 school days, then the following will need to be done:
 - a. The administrator, OnRamps high school teacher and OnRamps course staff will work together to determine if the student has the opportunity to continue the course at the alternative campus. If it is determined that the student will not have the appropriate instruction and access to the course, the student will be dropped from the OnRamps course. If this occurs prior to census, then the district/charter will not be invoiced for this student.
 - b. If the student needs to be dropped, because it has been determined that the student will not have the appropriate instruction and access to the course then the following: If the student is enrolled in a year-long, OnRamps course, the student will be dropped from the OnRamps course, the Canvas LMS system and a schedule change will need to be made for the student's high school schedule. If the student is enrolled in History or Rhetoric, the student will be dropped from the course for the semester in which the student is taking the course (fall or spring). If the student is taking History or Rhetoric in the fall, the student will have the opportunity to enroll in History or Rhetoric in the spring, should the student have returned to the home campus in time of registration and the beginning of spring instruction.
- Y. In a case where a student is hospitalized or removed from instruction or the school setting for longer periods due to illness, accident or other circumstance, the district main point of contact, campus principal and/or the high school teacher of the campus must notify the Associate Director of Enrollment Management immediately. Information needs to include the length of time the student is expected to be gone, and whether the student will continue in the OnRamps course in which they are enrolled.

4.2. Responsibilities of the District

- A. Implement one or more OnRamps courses.
 - a. Assign a District/Charter point of contact at the district level who is responsible for overseeing the implementation of OnRamps high school course(s) and participating in meetings designated for district administration with OnRamps staff.
 - i) The main point of contact will be responsible for providing up to date contact information for district and campus administration. In the event that there is a change in administration at the district or campus level, the district main point of contact will be responsible for communicating those changes to their assigned OnRamps Point of Contact.
 - b. Assign 1-2 campus administrators to attend the OnRamps train-the-trainer session(s), that will be held online in a webinar-based format. The training will model the parent night presentation, resources, and retention strategies.
 - i) Should the Districts/Charters and/or campuses request an OnRamps presentation, the District will be responsible for organizing the event to include reserving appropriate meeting spaces, creating an agenda and providing the technology necessary for the presentation format (screen, projector, microphone, etc.)
 - c. Follow OnRamps recommendations for effective implementation:
 - i) OnRamps courses do not replace Advanced Placement (AP) curriculum or prepare students for AP exams. Unless otherwise stated, OnRamps courses and AP courses should be taught as separate sections with separate high school teachers. In the case of RHE 306 and RHE 309K, see section iii.1 below.
 - ii) Based on the rigor of the course for students and as overseen by UT Austin faculty, OnRamps firmly recommends weighting of 1.0 for the high school version of the course or weighting similar to that of AP. Not weighting OnRamps courses the same as AP courses may be detrimental to students' college application processes.
 - iii) In the case of Introduction to Rhetoric: Reading, Writing and Research and Reading and Writing the Rhetoric of American Identity, the UT Austin Department of Rhetoric and Writing:
 - 1) Prohibits the OnRamps course from being offered as an AP English course; and
 - 2) Requires a cap of 25 students per section with a limit of two sections per teacher for a maximum of 50 students. Alternately, a teacher may have a maximum of 60 students distributed in three or more sections.
- B. Recruit, hire, and compensate high school teachers with appropriate qualifications to teach the OnRamps courses.
 - a. Minimum requirements for high school teachers to teach an OnRamps course include:
 - i) Bachelor's degree in the discipline or a related field;

- ii) One (1) or more years of teaching experience in the relevant course or a higher-level course (e.g., calculus for precalculus);
 - iii) Completed annual OnRamps teacher application;
 - iv) Successful completion of required tasks before the start of the academic year including, but not limited to, completion of the OnRamps FERPA online training module. Tasks will be determined and shared by the OnRamps professional learning and development staff in advance of the summer institute. High school teachers who have been approved on a conditional basis may be required to complete additional tasks. Any high school teacher who does not complete the required pre-institute tasks may not be eligible to attend the institute. If the District's high school teacher(s) does(do) not complete pre-institute tasks before the start of the required summer institute, the decision to admit or deny such teacher and any accompanying conditions will be determined by the UT Austin Faculty Lead and Managing Director at their discretion;
 - v) Successful completion of the summer PLI. New OnRamps high school teachers must participate in the entire summer PLI and complete all assigned work, both pre-institute and during the institute. In the event of an emergency, of which OnRamps staff and the teacher's principal are notified, a teacher may make arrangements to make up as much as 20% of the summer PLI and still be eligible to teach the OnRamps course. OnRamps high school teachers who miss more than 20% of the summer PLI, regardless of their reason, will be on probationary status and their approval to serve as an OnRamps high school teacher will be evaluated on a case-by-case basis. See section D below for additional information. Returning OnRamps high school teachers must participate in all of the required summer PLI dates.
 - vi) Attendance at and completion of all required monthly virtual conferences or virtual learning modules, academic year PLIs, and professional development assignments.
 - vii) Attendance at the two one-day fall and spring professional learning institutes.
 - viii) Review communication from OnRamps course staff in weekly newsletters and respond accordingly to routine requests.
 - ix) Complete the minimum number of virtual coaching uploads over the course of the academic year
 - x) Adhere to guidelines regarding OnRamps course content intellectual property. District is responsible for informing teachers that they do not have a license to use any provided materials outside of the scope of this agreement. All materials created by OnRamps, District, and teachers are owned by UT Austin.
- b. Minimum requirements for returning teachers include:
- i) Successful implementation of OnRamps course during the previous academic year according to the requirements specified under section D below;

- ii) Completed annual OnRamps teacher application;
- iii) Successful completion of required tasks before the start of the academic year including, but not limited to, completion of the OnRamps FERPA online training module. Tasks will be determined and shared by the OnRamps professional learning and development staff in advance of the summer institute.
- iv) Completion of required tasks before the start of the summer institute;
- v) Successful participation and completion of all required activities in the summer PLI.
- vi) Attendance at and completion of all required monthly virtual conferences or virtual learning modules, academic year professional learning institutes and professional development assignments.
- vii) Attendance at the two one-day fall and spring professional learning institutes.
- viii) Review communication from OnRamps course staff in weekly newsletters and respond accordingly to routine requests.
- ix) Complete the minimum number of virtual coaching uploads over the course of the academic year
- x) Adhere to guidelines regarding OnRamps course content intellectual property. District is responsible for informing teachers that they do not have a license to use any provided materials outside of the scope of this agreement. All materials created by OnRamps, District, and teachers are owned by UT Austin.

- C. Ensure OnRamps high school teachers and students have the necessary resources to implement the program with fidelity, including, but not limited to:
 - a. Provide access to the OnRamps Portal and Canvas LMS. Participating campuses will work with the OnRamps support team to ensure that their campuses and students can fully access the OnRamps Portal and Canvas LMS;
 - b. Provide access to computer and Internet, as specified by UT Austin. The district will be required to adhere to requirements outlined in the OnRamps Technology Manual;
 - c. Ensure that students in the OnRamps distance college course have daily, scheduled access to computers that meet the specifications defined by OnRamps. This includes regular in-class and out-of-class, one-to-one (1:1) access to computers and the Internet to view materials and complete and submit assignments, quizzes, tests, and exams, including the following technology for specific course implementation:
 - d. Graphing calculators;
 - e. Audio/visual projection and/or whiteboard;
 - f. Copy/scanning services to duplicate some course materials and distribute to students in the OnRamps course and upload assignments;
 - g. For Biology, Geoscience, Physics and Chemistry, required lab materials; and

- h. The Chemistry course must be offered in a lab setting that meets the Texas Education Agency standard with minimal viable components including an eyewash station, vent hood, and equipment required for student implementation of the lab course including use and disposal of the required chemical list.
- D. Ensure OnRamps high school teachers implement the program with fidelity, including the following:
 - a. Administer and facilitate OnRamps-required assignments and assessments without alteration;
 - b. Have students create a UT EID and register for OnRamps via the OnRamps Portal; **No** student may enroll in an OnRamps course six weeks after the start of the district's school year, unless approved by OnRamps. If a student wishes to enroll in an OnRamps course after the six-week window, the UT Austin Instructor of Record will determine whether there is sufficient opportunity for the student to be eligible to earn college credit. If there is sufficient opportunity for the student to be eligible to earn college credit, the student will be enrolled in the distance college course. If there is not sufficient opportunity for the student to be eligible for the opportunity to earn college credit, the student will be enrolled in the course for high school credit only;
 - c. Use Canvas LMS to assign and grade high school work as specified by OnRamps course staff; and
 - d. Participate in professional learning, including the summer institute, one-day workshops, monthly virtual conferences or virtual learning modules, Sibme virtual coaching, and on-going opportunities during each semester in which they teach the OnRamps course. To facilitate teacher participation in the one-day workshops, the District agrees to pay the cost of substitute teachers for the days the teacher will attend the workshops; and
 - e. Maintain regular communication via email, phone, video web conferencing, etc. with OnRamps course coordinator and other staff regarding the success and challenges of implementation, responding in a timely manner to requests for information, including turning in any requested documentation to evaluate student progress or success by specified deadlines.
 - f. Notify course staff of high school teacher absences that exceed three consecutive class days.
- E. Recruit and approve students to participate in the OnRamps courses.
- F. Ensure students enrolled in an OnRamps program meet the following minimum academic requirements:

OnRamps Course Name	UT Austin Course Code	Required Prerequisites	Recommended Prerequisites
Foundations of Arts and Entertainment Technologies	AET 304	–	Graphic Design
Introduction to Biology I	BIO 311C	Credit in TEKS-based Biology & TEKS-based Chemistry	–
College Chemistry: Principles of Chemistry I (Lecture)	CH 301	Credit in Algebra I	–
College Chemistry: Introduction to Chemical Practices I (Lab)	CH 104M	Credit in Algebra I	–
College Chemistry: Principles of Chemistry II (Lecture)	CH 302	Credit in Chemistry	–
College Chemistry: Introduction to Chemical Practices II (Lab)	CH 104N	Credit in Chemistry	–
Thriving in Our Digital World	CS 302	Credit in Algebra I	Credit or concurrent enrollment in Algebra II
Earth, Wind, and Fire: An Introduction to Geoscience	GEO 302E	Credit in Biology & Chemistry or IPC & Chemistry	–
United States, 1492-1865	HIS 315K	Credit or concurrent enrollment in English II	–
United States Since 1865	HIS 315L	Credit or concurrent enrollment in English II	–
College Algebra	M 301	Credit for Algebra I	Credit in Geometry
Discovery Precalculus: A Creative and Connected Approach	M 305G	Credit in Algebra II	–
Mechanics, Heat, and Sound: General Physics Technical Course I	PHY 302K	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus
Lab for Mechanics, Heat, and Sound	PHY 102M	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus

OnRamps Course Name	UT Austin Course Code	Required Prerequisites	Recommended Prerequisites
Electromagnetism, Optics, and Nuclear Physics: General Physics Technical Course II	PHY 302L	Credit in TEKS-based Physics, Algebra II, & Geometry	Credit in PHY 302K, AP Physics I, Honors Physics, or PHYS 1301, Precalculus
Introduction to Rhetoric: Reading, Writing, and Research	RHE 306	Credit in English I & English II	–
Reading and Writing the Rhetoric of American Identity	RHE 309K	Credit in English I & English II	–
Statistics	SDS 302	Credit in Algebra I	Credit in Algebra II & Geometry

- G. Ensure students complete the OnRamps registration process within the first two weeks of school. The student and, if the student is under 18 years of age at the time of registration, the student’s parent or guardian, shall acknowledge and consent that the student is enrolling in a college course with the opportunity to earn college credit.
- a. Only students who have demonstrated their ability to successfully complete college-level work may attempt the UT Austin distance college course. Eligibility for the distance college course is determined by successful completion of a series of required assignments that are designated and evaluated by the UT Austin Instructor of Record and course staff. A student must earn an average passing grade of D- or above on all required college assignments, or have met TSI eligibility as defined by UT Austin to be eligible for the opportunity to be dual enrolled in a UT Austin distance college course.
- H. Pay the annual program fee for access to the OnRamps curriculum, materials, technology tools, credit evaluation, and credit issuance.
- a. Cost of Materials and Services:
 - i) For Districts/Charters joining the OnRamps program on or after the Effective Date, the cost of the OnRamps course materials, technical support and course implementation support, excluding the summer institute and academic year workshops, outlined in this Agreement to the District, will be defined on a per-student, per-course basis. Lab courses are not considered separate courses. Program costs will be evaluated and adjusted annually. The District annual program fees for each student enrolled in an OnRamps course for the 2020-2021 academic year are \$149, or \$99 for students eligible for free or reduced lunch, per student and per course.

Districts are paying a subsidized rate in line with the 86th legislature appropriation (HB 1, Article III, 59). During the 2020-2021 school year the fee of \$249 or \$199 per student and per course enrolled in an OnRamps course is subsidized to \$149 or \$99. The remaining fee is being covered by the appropriation.

b. Timing of payment: The OnRamps program fee is assessed after each census window.

i) Within the first four weeks of the course implementation students may decide to drop out of the OnRamps program. This means the student is no longer enrolled in the OnRamps program, even for the opportunity to earn high school credit, and is placed in a non-OnRamps course. The OnRamps team will run a census report on the identified census date of the yearlong and fall semester courses and again on the identified census date in spring for spring semester course and invoice the District based on enrollment at that time. Refunds will not be given at the end of course if a student is not eligible for the opportunity to earn college credit in the course. The program fee covers access to course materials, technology tools, and credit eligibility evaluation. Additionally, for OnRamps yearlong courses, the student who is not eligible for the opportunity to earn college credit may continue to be enrolled in the OnRamps course during the spring semester for the opportunity to earn high school credit. During the spring semester, UT Austin will continue to deliver the course materials and technology tools

OnRamps will send an invoice to the District in the spring semester that itemizes the annual OnRamps program fee for each student enrollment per course.

The District is responsible for paying within 30 days of receipt of the invoice.

If payment is not received within 30 days, a 6.5% late fee will be assessed for each additional 30 days the payment is overdue.

If the invoice is not paid prior to the start of the next academic year, then the district is not allowed to participate in the program until they are in good standing.

There will be no exchange of money between UT Austin and the District for the program credit. The Texas Education Agency will directly reimburse UT Austin for the partial annual per student, per course cost in line with the 86th legislature appropriation (HB 1, Article III, 59).

c. Cost of Professional Learning

i) The cost of the OnRamps summer and academic year one-day PLLs will be assessed on a per-teacher basis. Professional development costs are evaluated and adjusted annually:

- \$850 for new teachers; and

- \$550 for returning teachers.
- ii) Districts will be sent an invoice that itemizes the annual professional learning fees for each teacher participating in the Summer PLI .
 1. The District is responsible for paying within 30 days of receipt of the invoice.
 2. If payment is not received within 30 days then District will pay interest in accordance with the Texas Prompt Pay Act.
 3. OnRamps strongly recommends the District provide a daily stipend to teachers participating in required PLIs.

5. Summer Professional Learning Institute Teacher Registration and Attendance

- A. OnRamps high school teachers are required to register for summer PLI **two weeks prior** to the start of the Summer PLI.
- B. **Cancellation policy**: All high school teachers must cancel their registration **three weeks** prior to PLI or they will be subject to pay 100% of fees for room/board and meals for which those charges apply. The district will be invoiced for all high school teachers who are registered on the day three weeks prior to the event starting.
- C. If a high school teacher registers for the summer Professional Learning Institute and is unable to attend, the teacher needs to communicate this change to the OnRamps Professional Learning Coordinator three weeks prior to the start of the summer Professional Learning Institute. If the teacher does not take the necessary steps to communicate the change in attendance, the teacher's district will be:
 - a. Charged the full fee, based on whether they are new or returning, for the summer Professional Learning Institute.
- D. If a high school teacher registers for the summer Professional Learning Institute and leaves the institute prior to the end of the institute, fees will be assessed on a case-by-case basis.
- E. If a high school teacher attends the summer Professional Learning Institute and the course that the teacher is trained for is not offered for the school year, the teacher's district will be:
 - a. Charged the full fee, based on whether they are new or returning, for the summer Professional Learning Institute
 - b. All materials that were provided to campus/district for course will need to be returned to OnRamps within 30 days or district will be responsible for fees associated with such materials for course.

6. Educational Records and Data Sharing

- A. The District and OnRamps create, maintain, and manage their own educational records for students and teachers. OnRamps maintains all educational records created as a result of the OnRamps program according to Federal Rights and Privacy Act, as well as UT Austin Policy defined in Chapter 9 of the General Catalog of UT Austin, subchapter 9-100 through 9-400.

- B. In order to provide the OnRamps program and related services to the District and for the District's accountability reporting purposes, OnRamps requires specific student information from the District. All such records are provided the same security as those outlined in 6.A above and will never be sold or shared with external sources. Please refer to the Data Sharing Agreement (DSA) to set terms and conditions for the exchange of data needed to support the OnRamps program.
 - a. The goal of the DSA is to establish the use, scope, and content of data that OnRamps and the District need to support the program.
- C. Following UT Austin's institutional review board standards and policy, OnRamps may obtain and maintain data and/or feedback about student and teacher experiences with the program for the purpose of understanding outcomes and program improvement.
- D. For legitimate educational interests, OnRamps will facilitate the exchange of information among institutions, OnRamps high school teachers, OnRamps faculty and staff, and District contacts 1) pertaining to students' progress toward the opportunity to earn college credit; 2) to facilitate early intervention to support student success and; 3) pertaining to whether college credit is earned, accepted, and/or declined; 4) to facilitate accurate recordkeeping; 5) to address academic integrity issues; and 6) for use in UT Austin outreach and recruitment. If the District obtains access to UT Austin records or record systems protected under the Family Educational Rights and Privacy Act of 1974 (FERPA), the District agrees to strictly adhere to the provisions of FERPA and its implementing regulations designated in Section 6 hereof. While in possession of FERPA records and data, only persons authorized to access the student data of the OnRamps program will be granted access as required by FERPA.

7. Term of the Agreement

This Agreement is effective as of the date fully executed by both parties (Effective Date), and it covers a period of one (1) academic year, beginning July 1, 2020, and ending June 30, 2021. All parties must sign this Agreement. This Agreement may be renewed, contingent upon resources being available to the OnRamps Program, by entering into a written agreement which is signed by both parties. The District agrees that all amounts owed to UT Austin pursuant to Section 4.2.H will be paid upon notice of termination and in accordance with the provisions of Chapter 2251, Texas Government Code. If the parties agree, this agreement can be renewed for up to three additional years through a written amendment. The prices in section 4.2 H may change.

8. Ownership of Intellectual Property

UT Austin and the OnRamps program shall own all Intellectual Property Rights in or relating to OnRamps. Intellectual Property Rights means any rights or titles to inventions, discoveries, concepts, methods, processes, data, trade secrets, branding, trademarks, copyrights, computer programs and related documentation, works of authorship fixed in a medium of expression, or mask works, whether or not patentable,

copyrightable, eligible for registration as a trademark, or subject to mask work rights or other similar statutory rights, as well as applications for any such rights.

9. Termination

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Agreement, the other party may terminate this Agreement upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the 30-day period.

UT Austin may terminate this Agreement without cause upon thirty (30) days' advance written notice of termination to the District and will refund to the District any portion of the annual contribution that has not been expended towards fulfillment of the purposes of the Agreement

10. Venue; Governing Law

The Agreement and all of the rights and obligations of the parties hereto, and all of the terms and conditions hereof will be construed, interpreted, and applied in accordance with, and governed by, and enforced under the laws of the State of Texas.

11. Confidentiality Provision

Both parties to this Agreement are required by law to adhere to the confidentiality of student information according to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99. FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Govt. code 552.001 et seq.). While in possession of FERPA records and data, only persons authorized to access the student data of the OnRamps program will be granted access as required by FERPA. All persons authorized to have access to student data understand that under FERPA they can be held individually liable for any and all applicable criminal and civil penalties imposed for breach of confidentiality.

12. Cybersecurity Training Program

If Contractor has access to University's computer(s), then, pursuant to Section 2054.5192, Texas Government Code, Contractor and its subcontractors, officers, and employees must complete a cybersecurity training program certified under Section 2054.519, Texas Government Code and selected by the University. The cybersecurity training program must be completed by Contractor and its subcontractors, officers, and employees during the term and any renewal period of this Agreement. Contractor shall verify completion of the program to the University.

The representative of the District, in signing this Agreement, warrants that he or she signs as a properly authorized representative of the District and does not assume any personal liability for meeting the terms of this Agreement.

AGREED and ACCEPTED this _____ day of _____, 2020.

Lamar CISD

The University of Texas at Austin

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Linda Shaunessy
Title: Business Contracts Administrator
Date: _____

FERPA Confidentiality And Security Exhibit

The purpose of this Addendum is to provide the terms under which Contractor is required to maintain the confidentiality and security of any and all University records subject to the Family Educational Rights and Privacy Act, [20 United States Code §1232g](#) (FERPA) which Contractor will create, receive, or maintain on behalf of University.

1. **FERPA.** The Parties understand and agree that:

1.1 As part of the work (**Work**) that Contractor will provide pursuant to the Underlying Agreement, Contractor is expected to create, receive or maintain, records or record systems from or on behalf of University that (a) are subject to FERPA or (b) contain personally identifiable information from “Education Records” as defined by and subject to FERPA (collectively, **FERPA Records**) namely: Student Purchase Transactions, Student Email Addresses, Student ID Information. FERPA Records include all data in any form whatsoever, including electronic, written and machine readable form.

1.2 Notwithstanding any other provision of the Underlying Agreement, this Addendum or any other agreement, all FERPA Records created, received or maintained by Contractor pursuant to the Underlying Agreement will remain the sole and exclusive property of University.

2. **FERPA Compliance.** In connection with all FERPA Records that Contractor may create, receive or maintain on behalf of University pursuant to the Underlying Agreement, Contractor is designated as a University Official with a legitimate educational interest in and with respect to such FERPA Records, only to the extent to which Contractor (a) is required to create, receive or maintain FERPA Records to carry out the Underlying Agreement, and (b) understands and agrees to all of the following terms and conditions *without reservation*:

2.1 **Prohibition on Unauthorized Use or Disclosure of FERPA Records:** Contractor will hold University FERPA Records in strict confidence. Contractor will not use or disclose FERPA Records received from or on behalf of University, including any FERPA Records provided by a University student directly to Contractor, except as permitted or required by the Underlying Agreement or this Addendum.

2.2 **Maintenance of the Security of FERPA Records:** Contractor will use the administrative, technical and physical security measures, including secure encryption in the case of electronically maintained or transmitted FERPA Records, approved by University and that are at least as stringent as the requirements of UT System Information and Resource Use & Security Policy, UTS165 at <http://www.utsystem.edu/board-of-regents/policy-library/policies/uts165-information-resources-use-and-security-policy>, to preserve the confidentiality and security of all FERPA Records received from, or on behalf of University, its students or any third party pursuant to the Underlying Agreement.

2.3 **Reporting of Unauthorized Disclosures or Misuse of FERPA Records and Information:** Contractor, within one (1) day after discovery, will report to University any use or disclosure of FERPA Records not authorized by this Addendum. Contractor’s report will

identify: (i) the nature of the unauthorized use or disclosure, (ii) the FERPA Records used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Contractor has taken or will take to prevent future similar unauthorized use or disclosure. Contractor will provide such other information, including written reports, as reasonably requested by University. For purposes of this **Section 2.3**, an unauthorized disclosure or use includes any access or use of an “Education Record” (as defined by FERPA) by a Contractor employee or agent that the employee or agent does not require to perform Work or access by any employee or agent that does not involve the provision of Work.

2.4 Right to Audit: If University has a reasonable basis to believe that Contractor is not in compliance with the terms of this Addendum, University may audit Contractor’s compliance with FERPA as Contractor’s compliance relates to University’s FERPA Records maintained by Contractor.

2.5 Five Year Exclusion for Improper Disclosure of Education Records. Under the federal regulations implementing FERPA, improper disclosure or redisclosure of personally identifiable information from University’s “Education Records” (as defined by FERPA) by Contractor or its employees or agents may result in Contractor’s complete exclusion from eligibility to contract with University for at least five (5) years.

3. Return or Secure Destruction of FERPA Records. Contractor agrees that no later than 30 days after expiration or termination of the Underlying Agreement or this Addendum for any reason, or within thirty (30) days after University’s written request, Contractor will halt all access, use, creation, or processing of FERPA Records and will return to University or Securely Destroy all FERPA Records, including any copies created by Contractor or any subcontractor; and Contractor will certify in writing to University that all FERPA records have been returned to University or Securely Destroyed. **Secure Destruction, Securely Destroy and Securely Destroyed** mean shredding, erasing or otherwise modifying a record so as to make it unreadable or indecipherable.

4. Disclosure. Contractor will restrict disclosure of FERPA Records solely to those employees, subcontractors, or agents of Contractor that have a need to access the FERPA Records in order for Contractor to perform its obligations under the Underlying Agreement or this Addendum. If Contractor discloses any FERPA Records to a subcontractor or agent, Contractor will require the subcontractor or agent to comply with restrictions and obligations that align with the restrictions and obligations imposed on Contractor by the Underlying Agreement and this Addendum, including requiring each subcontractor or agent to agree to the same restrictions and obligations in writing.

**DATA SHARING AGREEMENT BY AND BETWEEN
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT AND
OFFICE OF STRATEGY & POLICY
AT THE UNIVERSITY OF TEXAS AT AUSTIN**

The Lamar Consolidated Independent School District (“ISD”) agrees to provide individual student-level data to the Office of Strategy & Policy (“Office of Strategy & Policy”) at The University of Texas at Austin (UT Austin) for the purpose of implementing, billing, and evaluating the OnRamps dual enrollment program and informing OnRamps students of academic opportunities at UT Austin. ISD hereby appoints The University of Texas at Austin as a legitimate educational official of ISD in accordance with the Family Educational Rights and Privacy Act (FERPA). Likewise, The University of Texas at Austin hereby appoints the ISD as a legitimate educational official of The University of Austin in accordance with FERPA. The Office of Strategy & Policy agrees to provide individual student-level data to the ISD for the purpose of evaluation, accountability, and student record-keeping. The terms of this agreement are in effect until August 31, 2021 unless terminated in writing by one or both parties.

1. Data type and exchange timeline

ISD Designee for Student Data and Office of Strategy and Policy will coordinate data exchange for all OnRamps program participants for the academic year, as follows:

Responsible Party	Time Period	Type of Data
Office of Strategy & Policy	August 2020 – July 2021	Throughout the academic year OnRamps will provide information about student enrollments, including course rosters, college course eligibility status, and final grades. Access to the portal will be limited to pre-identified campus and district personnel who must obtain a UT Electronic Identification and password in order to access the portal.
Office of Strategy & Policy	February 2021	<ul style="list-style-type: none"> • District name • Campus name • ISD teacher first name • ISD teacher last name • School year of implementation • OnRamps course title • Student first name • Student last name • Student date of birth • Student unique high school ID • OnRamps course title • College course eligibility status (ie, eligible for the opportunity to earn college credit) • College course eligibility grade • Final college course grade, ELA 1301 and History 1301 only • Final college credit status (ie, earned, did not earn), ELA 1301 and History 1301 only • Final college credit decision (ie, accepted, declined), ELA 1301

Responsible Party	Time Period	Type of Data
		and History 1301 only
Office of Strategy & Policy	May 2021	<ul style="list-style-type: none"> • Final college course grade, all courses except ELA 1301 and History 1301 • Final college course credit status (ie, earned, did not earn), all courses except ELA 1301 and History 1301 • Final college course credit decision (ie, accepted, declined), all courses except ELA 1301 and History 1301
ISD	June 2021	<ul style="list-style-type: none"> • High school grade in OnRamps course, semester 1 • High school grade in OnRamps course, semester 2 • High school grade in OnRamps course, cumulative

2. Data protection

All files will be exchanged using secure systems and in an encrypted, password protected electronic format by ISD and Office of Strategy & Policy.

Office of Strategy & Policy assures that in all reports, electronic or otherwise, derived from information made available under this agreement, all data shall be aggregated in such a way that no individual will be identified directly or by deduction. Office of Strategy & Policy further assures that the data elements will not be released to a third party without written parental consent.

Any unauthorized disclosure of confidential student information is a violation of the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99 and shall not be permitted to occur.

While in possession of these data, both parties shall permit access only to employees and contractors authorized to assist in the implementation or evaluation of OnRamps or other University program to have access to the data. Both parties agree to store the data in an encrypted format in a secure and locked area and to prevent unauthorized access.

All persons authorized to have access to the data have certified their understanding that they may be held individually liable for any and all criminal and civil penalties imposed for breach of confidentiality (“Access to Confidential Data”).

Linda Shaunessy, JD
 Business Contracts Administrator
 Business Contracts
 The University of Texas at Austin

Date: _____

Signature: _____

Date: _____

Name: _____

Title: _____

ISD: Lamar Consolidated Independent School District

**CONSIDER APPROVAL OF THE MEMORANDUM OF UNDERSTANDING
BETWEEN HOUSTON GALVESTON INSTITUTE AND
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

RECOMMENDATION:

That the Board of Trustees approve the Memorandum of Understanding between the Houston Galveston Institute (HGI) and Lamar Consolidated Independent School District to provide mental health services for students and families beginning September 1, 2020 through August 31, 2021 and authorize the Superintendent to execute the agreement.

IMPACT/RATIONALE:

To help minimize barriers to student success through mental health support and collaboration with current community resources.

PROGRAM DESCRIPTION:

HGI will provide counseling services for all age groups of students, which may from time to time include families, or a parents' parenting group or workshops. If a need for a certain age group or certain issues arise, HGI will offer group meetings for a wide range of emotional, behavioral, and interpersonal problems. These services will be offered by therapists on site, at the schools. However, walk-in and/or emergency related services will also be available, based on therapist(s) availability. Additionally, case consultations to the onsite professionals and other psycho-educational related services will be offered. If needed or requested, HGI therapists will also be available to work with teachers and administration staff globally, regarding burn-out or challenges in the classroom.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Dr. Jon Maxwell, Executive Director of Student Programs
 Dr. Jennifer Roberts, Director of Student Services

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**SERVICE PROVIDER AGREEMENT
HOUSTON GALVESTON INSTITUTE
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

SCHOOL YEAR 2020-2021

The Houston Galveston Institute (HGI Counseling), a private, 501(c)3 non-profit organization, was founded in 1977 to meet the demand for mental health professionals seeking to increase their understanding of families and their skills in systems-oriented therapy with individuals, couples, families, and groups. It has distinguished itself by its unique developments in brief therapy and has been acclaimed for a Collaborative Therapy approach which emphasizes the therapeutic relationship, the role of language, narrative and conversation in therapy, the not-knowing position, and the translation of these concepts into work with difficult life situations.

Our commitment is to serve people, not the categories that they are boxed into. We recognize the importance of these categories as labels that help professionals communicate with each other; however, they are not equivalent to a person's identity. This means that we work with people/children and young adults, who are typically considered chronic treatment failures, resistant, multi-problem and difficult, or children/students facing multiple challenges that are blocking their success at school. We regard people as possessing the strengths and expertise to manage personal and professional lives in a healthy, productive manner. We work with people in respectful, cooperative partnerships to access natural resources and competencies and to develop ways to address their concerns and solve problems. At HGI, we are determined to learn from our clients: what *they* think they need; what *they* would like to accomplish; and, how *we* can best be of help.

For forty years, HGI has served clients who are underserved and underprivileged in our community, offering sliding scales and pro bono services. HGI has a reputation of training respectful, caring, culturally competent and giving professionals, and of "doing what's needed" to respond to each individual's/family's situation. It is with these common values, which HGI shares with LCISD that we look forward to a strong and effective partnership to address the mental health needs of the students and underprivileged and underserved in the Lamar CISD.

COUNSELING SERVICES

HGI will provide counseling services for all age groups of students, which may from time to time include families, or a parents' parenting group or workshops. If a need for certain age group or certain issues arise, HGI can offer group meetings for a wide range of emotional, behavioral, and interpersonal problems. These services will be offered on site, at the schools. However, walk-in and/or emergency related services will also be available, based on therapist(s) availability. HGI's Fort Bend offices are resources for these services, as needed.

Additionally, case consultations to the onsite professionals and other psycho-educational related services will be offered. If needed or requested, HGI therapists will also be available to work with teachers and administrative staff regarding burn-out or challenges in the classroom.

The following are the specific services (and service providers) that are part of the HGI-LCISD partnership for the school year 2020-2021. They are separated into three categories related to the funding.

Covered by HGI Grants

- 1) Collaboration, clinical and consultation services will be provided during non-instructional school hours on designated days for the Foster High School and George Ranch High School and Fulshear High School. The therapeutic services provided will consist of a hybrid format of tele-counseling and face-to-face counseling approximately 12 hours a week.
- 2) Lamar High School will have a designated full-time therapist(s) (bilingual preferred) to provide services five days a week.
- 3) Lamar Jr. High and Wessendorf Middle will both have onsite counseling provided by two part-time counselor who will split time between the two schools. Typically, this will be 2.5 days per week, however, this counselor will be able to respond to needs that may shift the balance from time to time.
- 4) Smith Elementary and Jane Long Elementary will both have onsite counseling provided by one full-time counselor who will split time between the two schools. Typically, this will be 2.5 days per week, however, this counselor will be able to respond to needs that may shift the balance from time to time.
- 5) ALC will will both have onsite counseling provided by one full-time counselor to assist with onsite support and transition support back to students home campus.

Covered by HGI and LCISD

- 6) Terry High School will have a designated full-time therapist(s) (bilingual preferred) to provide services five days a week. The cost will be mutually agreed upon for this contracted service and split between HGI and LCISD.

Covered by LCISD

- 7) Two additional schools (Navarro Middle School and George Jr. High) will be designated for counseling that will be paid for by LCISD, on a reimbursement schedule. These services will be provided by one full-time counselor who will be designated to George Jr. High School, and one half-time counselor designated to Navarro Middle School.

CLIENTS FEES AND PAYMENTS

There will be no cost to students, families, administration or teachers in need of counseling services, due to the generous support provided by LCISD and local foundations.

CLIENT CONFIDENTIALITY AND INFORMATION EXCHANGE

Confidentiality will be honored and maintained by HGI staff. All clinical records, including the session notes and intake forms, will be maintained and stored through PIMSY, HGI's online database. Upon written request, LCISD social workers or school system officials/management will be able to obtain these records from HGI with signed release of information forms. Our therapists and staff cannot answer phone calls or correspondence without first possessing the adequate documentation.

Upon the conclusion of the school year, LCISD will provide a written summary, giving narrative and other feedback, regarding the advantages and challenges that partnership with HGI provided, including suggestions for the future.

HGI will request and collect student performance data (attendance, grades and behavioral) from the appropriate school staff for each student, *with a release of information from their legal guardians*, periodically during their therapeutic relationship.

PROPOSED COST OF SERVICES

The following arrangements have been made to support the above positions/services.

HGI will absorb the cost for counseling services at Lamar High School, Foster High School, Fulshear High School, George Ranch High School, Lamar Jr. High and Wessendorf Middle School, Smith Elementary, Jane Long Elementary and ALC. HGI is responsible for writing, maintaining, and reporting of the grants and funds that support those schools.

HGI shares the cost of the full-time counselor at Terry High School, and pays the counselor directly, as does LCISD, for that position.

The new Red Track school position will be paid as agreed (i.e. monthly, quarterly). Both the full-time and half-time therapists would be an employee of HGI, and LCISD would pay HGI for this therapist at the rate of \$60,000.00 (total for the school year) for the full-time position and \$30,000 (total for the school year) for the half-time position.

This includes providing scheduled or walk-in counseling sessions (students, teachers, parents, families, or specialized groups), consultations with professionals onsite, and any other educational or training services. All positions will be supported by HGI supervisors and faculty, and additional clinicians and trainers may be invited to participate in special situations and circumstances.

MOU DURATION

This project will have a proposed duration of 12 months from September 1, 2020, and can be extended with the agreement of both parties.

Dr. Sue Levin
Houston Galveston Institute
Executive Director

Date

Dr. Thomas Randle
Lamar CISD

Date

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 May 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 MAY 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 May total \$36,504,558 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	18,728,629
614	Employee Benefits	940,684
621	Professional Services	164,323
622	Tuition and Transfer Payments	8,078
623	Education Services Center	1,200
624	Contracted Maintenance and Repair Services	687,704
625	Utilities	524,889
626	Rentals and Operating Leases	26,482
629	Miscellaneous Contracted Services	985,993
631	Supplies and Materials for Maintenance and Operations	236,926
632	Textbooks and Other Reading Materials	81,314
633	Testing Materials	59,363
634	Food Service	99,359
639	General Supplies and Materials	241,064
641	Travel and Subsistence -- Employee and Student	15,183
642	Insurance and Bonding Costs	403,980
649	Miscellaneous Operating Costs/Fees and Dues	53,088
661	Land Purchase and/or Improvements	8,244
662	Building Purchase, Construction, and/or Improvements	11,879,885
663	Furniture & Equipment - \$5,000 or more per unit cost	151,126
141	Pre-paid	1,198,501
217	Operating Transfers, Loans and Reimbursements	1,181
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	7,362
	Total	36,504,558

PROGRAM DESCRIPTION:

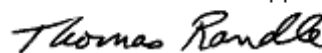
The report above represents all expenditures made during the month of May 2020. The detailed check information is available upon request.

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 MAY 31, 2020**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	172,488,632.00	167,992,589.00	(4,496,043.00)	97.4%
5800-STATE PROGRAM REVENUES	142,094,922.00	79,678,777.00	(62,416,145.00)	56.1%
5900-FEDERAL PROGRAM REVENUES	4,425,000.00	3,233,977.00	(1,191,023.00)	73.1%
TOTAL- REVENUES	319,008,554.00	250,905,343.00	(68,103,211.00)	78.7%
EXPENDITURES				
6100-PAYROLL COSTS	269,153,534.00	188,690,241.00	80,463,293.00	70.1%
6200-PROFESSIONAL/CONTRACTED SVCS.	29,068,044.00	16,231,876.00	12,836,168.00	55.8%
6300-SUPPLIES AND MATERIALS	16,486,767.00	8,571,541.00	7,915,226.00	52.0%
6400-OTHER OPERATING EXPENDITURES	5,945,589.00	3,809,667.00	2,135,922.00	64.1%
6600-CAPITAL OUTLAY	1,843,149.00	915,394.00	927,755.00	49.7%
TOTAL-EXPENDITURES	322,497,083.00	218,218,719.00	104,278,364.00	67.7%

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

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	2,793,942.05	0.00	0.00	637.08	2,794,579.13
General Account	90,780,262.85	6,800,000.00	23,570,737.50	19,115.06	74,028,640.41
Health Insurance	1,398,316.31	1,679,070.83	500,000.00	608.06	2,577,995.20
Workmen's Comp	38,398.66	41,666.67	30,000.00	13.91	50,079.24
Property Tax	27,187,345.04	1,504,384.16	0.00	6,359.42	28,698,088.62
Vending Contract Sponsor	304,165.94	0.00	0.00	69.37	304,235.31
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Capital Projects Series 2005	1,064,905.78	0.00	0.00	242.80	1,065,148.58
Student Activity Funds	37,031.51	0.00	0.00	8.52	37,040.03
Taylor Ray Donation Account	54.72	0.00	0.00	0.00	54.72
Capital Projects Series 2007	221,289.72	0.00	0.00	50.47	221,340.19
Common Threads Donation	56,332.88	0.00	0.00	12.84	56,345.72
Debt Service 2012A	650,354.38	0.00	0.00	148.29	650,502.67
Debt Service 2012B	1,812.50	0.00	0.00	0.38	1,812.88
Debt Service 2014A	377,815.38	0.00	0.00	86.15	377,901.53
Debt Service 2014B	463,845.10	0.00	0.00	105.75	463,950.85
Debt Service 2013	997.62	0.00	0.00	0.31	997.93
Debt Service 2013A	1,920.64	0.00	0.00	0.42	1,921.06
Debt Service 2015	6,860.65	0.00	0.00	1.52	6,862.17
Debt Service 2016A	1,001,732.26	0.00	0.00	228.45	1,001,960.71
Debt Service 2016B	266,399.03	0.00	0.00	60.74	266,459.77
Debt Service 2017	822,682.32	0.00	0.00	187.59	822,869.91
Capital Projects 2017	1.00	0.00	0.00	0.00	1.00
Debt Service 2018	2,818,793.12	0.00	0.00	642.75	2,819,435.87
Capital Projects 2018	7,398,777.19	0.00	564,897.01	1,666.23	6,835,546.41
Capital Projects 2019	48,589,248.61	0.00	160,744.50	11,067.24	48,439,571.35
Debt Service 2019	1,326,636.47	0.00	0.00	302.53	1,326,939.00
Debt Service Capitalized Interest 2019	3,023,309.61	0.00	0.00	689.42	3,023,999.03
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,312.41	0.00	0.00	1.41	5,313.82
Workers' Comp	298,695.96	0.00	0.00	79.17	298,775.13
Property Tax Fund	34,026.82	0.00	0.00	9.02	34,035.84
General Fund	2,738,130.40	0.00	0.00	725.79	2,738,856.19
Food Service Fund	95,744.46	0.00	0.00	25.38	95,769.84
Debt Service Series 1996	324.54	0.00	0.00	0.09	324.63
Capital Project Series 1998	741.32	0.00	0.00	0.20	741.52
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	406.39	0.00	0.00	0.11	406.50
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	18.02	0.00	0.00	0.00	18.02
Capital Projects 2015	53.94	0.00	0.00	0.01	53.95
Debt Service Series 2015	382.06	0.00	0.00	0.10	382.16
Capital Projects 2017	26,211.95	0.00	0.00	6.95	26,218.90
Capital Projects 2018	66,474,459.63	0.00	0.00	17,620.26	66,492,079.89
Debt Service Series 2018	3,078,144.66	0.00	0.00	815.92	3,078,960.58
Capital Projects 2019	30,236,830.44	0.00	0.00	8,014.82	30,244,845.26
MBIA Texas CLASS Fund					
General Account	16,446,808.64	0.00	0.00	10,551.82	16,457,360.46
Capital Project Series 1998	969.70	0.00	0.00	0.63	970.33
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	2,821,701.20	0.00	76,176.00	1,788.13	2,747,313.33
Debt Service 2015	831.62	0.00	0.00	0.56	832.18
Capital Projects 2017	19,138,247.28	0.00	1,215,465.86	5,902.29	17,928,683.71
Capital Projects 2019	15,052,831.66	0.00	0.00	9,657.50	15,062,489.16
TEXSTAR					
Capital Projects Series 2007	785.76	0.00	0.00	0.14	785.90
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	1,006,129.03	0.00	1,006,127.80	136.71	137.94
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	4,856.78	0.00	0.00	1.02	4,857.80
Capital Projects 2014B	2.65	0.00	0.00	0.00	2.65
Debt Service 2015	2,656.35	0.00	0.00	0.54	2,656.89
Capital Projects 2015	1.40	0.00	0.00	0.00	1.40
Capital Projects 2017	3,873,423.38	0.00	50,493.15	795.70	3,823,725.93
Capital Projects 2018	75,744,685.35	0.00	8,575,630.08	14,849.69	67,183,904.96
Debt Service 2018	3,731,892.81	0.00	0.00	774.50	3,732,667.31
Debt Service 2019	3,022,584.56	0.00	0.00	627.31	3,023,211.87
Capital Projects 2019	37,073,577.79	0.00	291,292.64	7,646.92	36,789,932.07
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,065,563.80	0.00	0.00	366.00	1,065,929.80
Capital Projects Series 2008	149.23	0.00	0.00	0.05	149.28
Capital Projects Series 2012A	0.21	0.00	0.00	0.00	0.21
Capital Projects Series 2014A	111,767.77	0.00	0.00	38.39	111,806.16
Capital Projects Series 2014B	535,454.88	0.00	0.00	183.92	535,638.80
Debt Service 2015	114.83	0.00	0.00	0.04	114.87
Capital Projects 2015	5,844,160.48	0.00	15,116.18	2,004.36	5,831,048.66
Capital Projects 2017	138.80	0.00	0.00	0.05	138.85
Capital Projects 2018	29,018,883.81	0.00	0.00	9,967.47	29,028,851.28
Debt Service 2018	1,868,049.12	0.00	0.00	641.64	1,868,690.76
Capital Projects 2019	15,125,401.33	0.00	0.00	5,195.31	15,130,596.64

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	0.27	\$42,305.30
LONE STAR ACCOUNT INTEREST	0.31	\$27,299.23
MBIA TEXAS CLASS ACCOUNT INTEREST	0.76	\$27,900.93
TEXSTAR ACCOUNT INTEREST	0.24	\$24,832.53
TEXAS TERM/DAILY ACCOUNT INTEREST	0.41	\$18,397.23
TOTAL CURRENT MONTH EARNINGS		\$140,735.22
EARNINGS 9-01-19 THRU 4-30-20		\$5,422,087.53
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$5,562,822.75

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

George Jr. High is requesting a budget change to purchase graphic wraps for the building due to mascot change.

199-13	Curriculum and Inst. Staff Development	(1,000.00)
199-23	School Leadership	(5,500.00)
199-51	Facilities Maintenance and Operations	6,500.00

The Department of Accelerated Language Programs is requesting a budget change to purchase reading materials for Pre-K classrooms.

199-13	Curriculum and Inst. Staff Development	(8,100.00)
199-11	Classroom Instruction	8,100.00

The Office of the Deputy Superintendent of Support Services is requesting a budget change to purchase custodial equipment for Brazos Crossing.

199-36	Co-curricular/Extra-curricular Activities	(2,000.00)
199-34	Student Transportation	(3,280.00)
199-51	Facilities Maintenance and Operations	5,280.00

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

199-00	Revenue	1,019.17
199-34	Student Transportation	1,019.17

The Office of the Chief Financial Officer and the Maintenance and Operations Department are requesting an amendment to the budget to replace the chiller at Taylor Ray Elementary.

199-51	Facilities Maintenance and Operations	197,776.00
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CONSIDER APPROVAL OF COLLEGE AND CAREER READINESS PLATFORM

RECOMMENDATION:

That the Board of Trustees approve SchoolLinks, Inc. to provide a web-based College and Career Readiness Platform for grades 6 – 12 at a first-year cost of \$122,500.

IMPACT/RATIONALE:

RFP #17-2020RL solicited proposals for an electronic solution designed to engage students in self-discovery, career exploration, college, military, and post-secondary preparation. In addition, the solution had to integrate with Skyward, the District's student information system. The Request for Proposal (RFP) process was used, ensuring that the District is compliant with purchasing regulations according to TEC 44.031 and EDGAR.

The Student Programs Department assembled an evaluation team comprised of counselors, teachers, registrars, college & career facilitators (CCFs), a data technician, and parents from the DSIC (District-wide Student Improvement Council). The team reviewed six products for a College and Career Readiness Platform, for grades 6-12, focused on supporting students with a comprehensive college, career, and military readiness solution that helps districts and schools align student strengths and interests to postsecondary goals, thereby improving student outcomes and connecting learning to life.

The products were evaluated in seven areas: purchase price, vendor reputation, quality of product, meeting Lamar CISD's (the District's) functional requirements, vendor's past relationship with the District, cost of and ability to maintain data security and quality, and the ability to service the District's account. From the review of submitted documentation and demonstrations from the vendors, the top product was identified as SchoolLinks, Inc., with an overall score of 85.1 out of 100.

The products were reviewed specifically for providing a platform to support students to stay motivated, envision the range of college, career, and military possibilities available to them, and connect their academic life to their long-term success, which includes scholarship opportunities and tracking of volunteer hours. The committee also reviewed how the products allowed counselors, CCFs, teachers, and registrars to securely send student application-related forms, including transcripts, letters of recommendation, school profiles and more, electronically to colleges, universities, and other entities as needed. The products were also compared based on ease of use for students, families, counselors, CCFs, and registrars.

PROGRAM DESCRIPTION:

The proposal will be awarded as a 5-year contract at a total cost of \$562,500. The procurement shall commence upon board approval and utilize local funds.

Submitted by: Dr. Theresa Mossige, Chief Academic Officer
 Dr. Jon Maxwell, Executive Director Student Programs
 Jill Ludwig, CPA, RTSBA, Chief Financial Officer
 Lamanda Nipps, CTSBO, Purchasing & Materials Manager

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**RFP # 17-2020RL
College & Career Readiness Platform
June 18, 2020**

Vendors	Cost	The purchase price (25 points Max)	The reputation of the Proposer and of the Proposer's goods or services. (15 points Max)	The quality of the Proposer's goods or services. (15 points Max)	The extent to which the goods or services meet the needs of district . (20 points Max)	The Proposer's past relationship with the district. (5 points Max)	Long-term cost to the district to acquire the vendor's goods or service. (10 points Max)	Ability to service our account with proper staff and insurance. (10 points Max)	TOTAL POINTS
Schoolinks, Inc.	\$ 562,500.00	16	15	15	18.1	1	10	10	85.1
MaiaLearning	\$ 348,375.00	25	10	11	16.4	1	10	10	83.4
Kuder Inc.	\$ 386,985.00	23	10	7	10	1	10	10	71
XAP	\$ 408,320.00	22	15	11	14	1	10	10	83
Xello	\$ 428,685.00	20	15	10	14.4	3	10	10	82.4
Naviance	\$ 823,958.75	10	10	11	14.3	3	10	10	68.3

**CONSIDER APPROVAL OF REVISIONS TO VOLUNTARY
SECTION 403(b) PLAN DOCUMENTS AND EXTENSION
OF THIRD PARTY ADMINISTRATION AGREEMENTS**

RECOMMENDATION:

That the Board of Trustees consider approval of revisions to Lamar CISD's voluntary Section 403(b) Plan documents, the extension of First Financial Administrators as administrator of the Plan and authorize the Superintendent to execute the agent agreements.

IMPACT/RATIONALE:

The voluntary plan was established pursuant to Section 403(b) of the Internal Revenue Code (IRC) and allows for elective deferrals of eligible compensation. This plan was established for the benefit of employees and allows for the investment of their current earnings into a tax deferred plan.

The volume submitter plan (VSP) adoption agreement is attached for your reference and is where all underlying plan customization is made. A VSP is a plan that the Internal Revenue Service (IRS) has determined meets the requirements for a compliant plan. Employers can adopt a VSP that has been approved by the IRS and know they can rely on the plan being compliant.

The IRS began a document requirement for 403(b) Plans in 2009. However, the IRS was not reviewing them or providing determination letters at that time. The current 403(b) Plan restatement (to be adopted prior to June 30, 2020) meets all compliance requirements and ensures that employee deferrals qualify for favorable tax treatment.

PROGRAM DESCRIPTION:

Due to revisions of the IRC, it is necessary to periodically review and revise Plan documents. Documents will be executed that are the result of such review and apply to the Section 403(b) Plan. The related third-party administration documents will also be executed.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

First Financial Administrators, Inc.
403(b) Volume Submitter
Plan Document

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SECTION 1 DEFINITIONS

1.1 Account

“Account” means the account maintained for the benefit of any Participant or Beneficiary under an Investment Arrangement.

1.2 Account Balance

“Account Balance” means the total benefit to which a Participant or Beneficiary is entitled under an Investment Arrangement, taking into account all contributions made to the Investment Arrangement and all earnings or losses (including expenses) that are allocable to the Participant’s Account, any rollover contributions or transfers held under the Participant’s Account, and any distribution made to the Participant, the Participant’s Beneficiary, or any Alternate Payee. The Account Balance includes any part of the Participant’s Account that is treated under the Plan as a separate contract to which section 403(c) (or another applicable provision of the Internal Revenue Code) applies.

1.3 Accumulated Benefit

“Accumulated Benefit” means the sum of Participant’s or Beneficiary’s Account Balance’s under all Investment Arrangements under the Plan.

1.4 Administrator

“Administrator” means the person, committee, or organization selected in the Adoption Agreement to administer the Plan. If no Administrator is identified in the Adoption Agreement, then the Employer is the Administrator. Functions of the Administrator, including those described in the Plan, may be performed by Vendors, designated agents of the Administrator, or others (including Employees a substantial portion of whose duties is administration of the Plan) pursuant to the terms of Investment Arrangements, written service agreements or other documents under the Plan. For this purpose, an Employee is treated as having a substantial portion of his or her duties devoted to administration of the Plan if the Employee’s duties with respect to administration of the Plan are a regular part of the Employee’s duties and the Employee’s duties relate to Participants and Beneficiaries generally (and the Employee only performs those duties for himself or herself as a consequence of being a Participant or Beneficiary).

1.5 Annuity Contract

“Annuity Contract” means a non-transferable group or individual contract as defined in section 403(b)(1) and 401(g) of the Internal Revenue Code, established for each Participant by the Employer or by each Participant individually, that is issued by an insurance company qualified to issue annuities in a State and that includes payment in the form of an annuity.

1.6 Beneficiary

“Beneficiary” means the designated person(s) or entity(ies) entitled to receive benefits under the Plan after the death of a Participant, as identified under the terms governing each Investment Arrangement or in other records maintained under the Plan.

1.7 Custodial Account

“Custodial Account” means the group or individual custodial account or accounts, as defined in section 403(b)(7) of the Internal Revenue Code, established for each Participant by the Employer, or by each Participant individually, to hold assets of the Plan.

1.8 Compensation

“Compensation” means wages, tips, and other compensation as reported on the Form W-2. Except as provided elsewhere in this Plan, Compensation shall include only that compensation which is actually paid to the Participant during the Plan Year.

- A. Notwithstanding the above, Compensation shall not include any amount which is contributed by the Participant and which is not includible in the gross income of the Participant under section 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), or 403(b) of the Internal Revenue Code.
- B. Except as provided in section 1.401(a)(17)-1(d)(4)(ii) of the Treasury Regulations with respect to eligible Participants in governmental plans, the annual compensation of each Participant taken into account in determining allocations shall not exceed \$265,000, as adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Internal Revenue Code for periods after 2015.
- C. Solely for purposes of Section 5, “Compensation” includes “differential wage payments: as that term is defined in Section 3401(h) of the Internal Revenue Code, for a payment made after December 31, 2008. These amounts must be treated as compensation under section 415(c)(3) but are not required to be treated as compensation for purposes of determining contributions and benefits under a plan.

1.9 Disabled

“Disabled” means unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long continued and indefinite duration. The permanence and degree of such impairment shall be supported by medical evidence.

For purposes of annuity contracts distributing amounts not attributable to elective deferrals, “Disabled” shall have the same meaning as above unless an alternative definition is provided in the Investment Arrangement.

1.10 Elective Deferral

"Elective Deferral" means the Employer contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation. The term "Elective Deferral" includes Roth Elective Deferrals if permitted under the Plan.

1.11 Eligibility Computation Period

"Eligibility Computation Period" means a computation period during which an Employee completes at least 1,000 Hours of Service. Furthermore:

- A. For eligibility purposes, the initial computation period is the 12-consecutive month period beginning on the date the Employee first performs an Hour of Service for the Employer (the employment commencement date). The succeeding computation periods are the 12-consecutive month periods commencing with the first day of the Plan Year, beginning with the first Plan Year which commences prior to the first anniversary of the Employee's employment commencement date regardless of whether the Employee is entitled to be credited with 1,000 Hours of Service during the initial computation period. An Employee who is credited with 1,000 Hours of Service in both the initial computation period and the first Plan Year which commences prior to the first anniversary of the Employee's employment commencement date will be credited with two Years of Service.
- B. For purposes of computing an Employee's nonforfeitable right to the account balance derived from Employer contributions, the Eligibility Computation Period is the 12-consecutive month period beginning on the Employee's employment commencement date with the Employer or any Related Employer. Each subsequent 12-consecutive month period will commence on the anniversary of such date.

1.12 Employee

"Employee" means each individual who is a common law employee of the State performing services for a Public School of the State, including an individual who is appointed or elected. This definition is not applicable unless the employee's compensation for performing services for a Public School is paid by the State. Further, a person occupying an elective or appointive public office is not an Employee performing services for a Public School unless such office is one to which an individual is elected or appointed only if the individual has received training, or is experienced, in the field of education. A public office includes any elective or appointive office of a State.

1.13 Employer

"Employer" means the Public School named in the Adoption Agreement that has adopted the Plan. For purposes of eligibility to participate in and make contributions to the Plan, "Employer" also includes any Related Employer that is an eligible employer within the

meaning of section 1.403(b)-2(b)(8)(i) of the Treasury Regulations and that is designated in the Adoption Agreement.

1.14 Employer Contributions

“Employer Contributions” means Non-elective Contributions and Matching Contributions, if any, the Employer elects to contribute to the Plan as designated in the Adoption Agreement and in accordance with Sections 4.3 and 4.4 of the Plan, subject to the age and service requirements, if any, designated in the Adoption Agreement.

1.15 Entry Date

“Entry Date” means the date designated in the Adoption Agreement on which an Employee’s election of Elective Deferrals or eligibility to participate in Employer Contributions, if any, is effective, subject to the provisions of Sections 3.1 and 3.2 of the Plan.

1.16 Hour of Service

“Hour of Service” means each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. These hours will be credited to the Employee for the computation period in which the duties are performed.

1.17 Investment Arrangement

“Investment Arrangement” means an Annuity Contract or Custodial Account that satisfies the requirements of section 1.403(b)-3 of the Treasury Regulations and that is issued or established for funding amounts held under the Plan. A list of Vendors of Investment Arrangements approved for use under the Plan, including sufficient information to identify the approved Investment Arrangements, shall be maintained in an appendix to the Plan. The terms governing each Investment Arrangement under the Plan, excluding those terms that are inconsistent with the Plan or section 403(b) of the Internal Revenue Code, are hereby incorporated by reference in the Plan.

1.18 Matching Contributions

“Matching Contributions” means Employer contributions described in Plan Section 4.4 which are based on a Participant’s Elective Deferrals.

1.19 Non-Elective Contributions

“Non-elective Contributions” means the Employer’s contributions to the Plan in accordance with Plan Section 4.3A, other than Elective Deferrals, Matching Contributions, and Qualified Non-elective Contributions.

1.20 Participant

"Participant" means an individual for whom contributions are currently being made, or for whom such contributions have previously been made under the Plan and who has not received a distribution of his or her entire Benefit under the Plan. All Employees of the Employer will be eligible to participate in the Plan except for those Employees excluded in the Adoption Agreement.

1.21 Plan

"Plan" means the Plan identified in the Adoption Agreement, consisting of the provisions elected by the Employer in the Adoption Agreement and the terms of this pre-approved document.

1.22 Plan Year

"Plan Year" means the calendar year unless a different 12 consecutive month period is designated by the Employer in the Adoption Agreement.

1.23 Public School

"Public School" means a State-sponsored educational organization described in section 170(b)(1)(A)(ii) of the Internal Revenue Code (relating to educational organizations that normally maintain a regular faculty and curriculum and normally has a regularly enrolled body or pupils or students in attendance at the place where educational activities are regularly carried out).

1.24 Qualified Non-elective Contributions

"Qualified Non-elective Contributions" means contributions (other than Non-elective Contributions and Matching Contributions) made by the Employer pursuant to Plan Section 4.3B and allocated to Participant's accounts that the Participants may not elect to receive in cash until distributed from the Plan, that are non-forfeitable when made, and that are distributable only in accordance with the distribution provisions (other than for hardships) applicable to Elective Deferrals.

1.25 Related Employer

"Related Employer" means any entity which is under common control with the Employer under section 414(b), (c), (m) or (o) of the Internal Revenue Code. The Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under IRS Notice 89-23, 1989-1 C.B. 654.

1.26 Severance from Employment

“Severance from Employment” occurs when the Employee ceases to be employed by the Employer maintaining the Plan or a Related Employer that is eligible to maintain a section 403(b) Plan under section 1.403(b)-2(b)(8) (an “eligible employer”), even if the Employee remains employed with another entity that is a Related Employer where either (a) such Related Employer is not an eligible employer or (b) the Employee is employed in a capacity that is not employment with an eligible employer.

1.27 State

“State” means a State, a political subdivision of a State, or any agency or instrumentality of a State. “State” includes the District of Columbia (pursuant to section 7701(a)(10) of the Internal Revenue Code). An Indian tribal government is treated as a State pursuant to section 7871(a)(6)(B) of the Internal Revenue Code for purposes of section 403(b)(1)(A)(ii) of the Internal Revenue Code.

1.28 Vendor

"Vendor" means the provider of an Annuity Contract, Custodial Account, or a Retirement Income Account.

1.29 Year of Service

“Year of Service” means:

- A. For purposes of determining Includible Compensation or Special Catch-Up Contributions, each full year during which an individual is a full-time Employee of the Employer, plus fractional credit for each part of a year during which the individual is either a full-time Employee of the Employer for a part of a year or part-time Employee of the Employer. The Employee must be credited with a full Year of Service for each year during which the Employee is a full-time Employee and a fraction of a year for each part of a work period during which the Employee is a full-time or part-time Employee of the Employer. An Employee’s number of Years of Service equals the aggregate of the annual work periods during which the Employee is employed by the Employer. The work period is the Employer’s annual work period.
- B. For purposes of determining eligibility for Employer Non-elective Contributions, if any, an Eligibility Computation Period during which an Employee completes at least 1,000 Hours of Service. All Years of Service with the Employer are counted toward eligibility.
- C. For purposes of determining Years of Service for computing an Employee’s nonforfeitable right to the account balance derived from Employer contributions,

an Eligibility Computation Period during which an Employee completes at least 1,000 Hours of Service. All of an Employee's Years of Service with the Employer and any Related Employer, including Years of Service with the Employer before the Employee became eligible for or covered by the Plan are counted for vesting purposes. When the Employer maintains the plan of a predecessor employer, service with the predecessor employer is counted as service with the Employer.

SECTION 2 ADMINISTRATION

2.1 Plan Administration

A. Plan Administration.

The Plan shall be administered, and the provisions of the various documents comprising the Plan shall be coordinated, in accordance with the terms of the Plan and the requirements of section 403(b) of the Internal Revenue Code. These provisions and requirements include but are not limited to:

- 1) Determining whether an employee is eligible to participate in the Plan;
- 2) Determining whether contributions comply with the applicable requirements and limitations;
- 3) Determining whether hardship withdrawals and loans comply with applicable requirements and limitations;
- 4) Determining that any transfers, rollovers, or purchases of service credit comply with applicable requirements and limitations;
- 5) Determining that the requirements of the Plan and section 403(b) of the Internal Revenue Code are properly applied, including whether the Employer is a member of a controlled group; and
- 6) Determining the status of domestic relations orders or qualified domestic relations orders.

Administrative function, including functions to comply with section 403(b) of the Internal Revenue Code and other tax requirements, may be allocated among various persons pursuant to service agreements or other written documents. Any administrative functions not allocated to other persons are reserved to the Administrator. However, in no case shall administrative functions be allocated to Participants (other than permitting Participants to make investment elections for self-directed accounts).

B. Administrative Appendix.

Persons to whom administrative functions have been allocated and the specific functions allocated to such persons shall be identified in an administrative appendix to the Plan. Service agreements and other records or information pertaining to the administration of the Plan may be included or incorporated by reference in the

appendix. The appendix will also include a list of all the Vendors of Investment Arrangements approved for use under the Plan, including sufficient information to identify the approved Investment Arrangements. The appendix may be modified from time to time. A modification of the appendix is not an amendment of the Plan. In the event of any conflict between the terms of the basic Plan document and Adoption Agreement and the terms of the Investment Arrangement (or of any other documents incorporated by reference into the Plan), the terms of the basic Plan document and Adoption Agreement Plan shall govern.

SECTION 3 ELIGIBILITY AND PARTICIPATION

3.1 Eligibility of Employees

Each Employee who is not excluded under the Elective Deferral Eligibility section of the Adoption Agreement may elect to have Elective Deferrals made on his or her behalf hereunder immediately upon becoming employed by the Employer.

3.2 Compensation Reduction Election

An Employee elects to participate by executing an election to reduce his or her Compensation (and have that amount contributed as an Elective Deferral on his or her behalf to one or more Investment Arrangements) and filing it with the Administrator or its designated agent. The Employee's elections with respect to Investment Arrangements and allocations (and reallocations) among Accounts, if not included in the Compensation Reduction Election, shall be included in other records maintained under the Plan. This Compensation reduction election shall be made through an agreement provided by the Administrator or its designated agent under which the Employee agrees to be bound by all the terms and conditions of the Plan. The Administrator may establish an annual minimum deferral amount no higher than \$200 as specified in the Adoption Agreement, and may change such minimum to a different amount (but not in excess of \$200 or such lower amount as specified in the Adoption Agreement) from time to time. The participation election shall also include designation of the Vendor. Any such election shall remain in effect until a new election is filed with the Plan Sponsor, or the Plan Sponsor's designated Plan service provider.

The Administrator may establish reasonable administrative procedures for making elective deferrals, including a reasonable period for providing an Employee with notice of his or her right to defer and a reasonable election period, provided that §1.403(b)-5(b)(2) of the Treasury Regulations is satisfied. These procedures shall require the provision to employees of the notice of right to defer no later than 30 days after commencement of employment and shall include the designation of an Entry Date on the Adoption Agreement. An Employee's compensation reduction election shall take effect on the designated Entry Date or as soon as administratively feasible after the properly completed Compensation Reduction Election is received by the Administrator, which shall in any case not be later than 30 days after the date of Administrator's receipt.

3.3 Information Provided by the Employee

Each Participant shall provide at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the administration of the Plan,

including any information required under the terms governing the Investment Arrangement.

3.4 Change in Compensation Reduction Election

Subject to the terms governing the applicable Investment Arrangement and at least once each plan year, a Participant may change his or her Compensation Reduction Election, choice of Investment Arrangements, and designated Beneficiary and such change shall take effect as of the date provided on a uniform basis for all Employees.

3.5 Timing of Contributions

Contributions to the Plan under this Article III must be transferred to the Vendor as soon as administratively possible, but no later than 15 business days following the month in which the amounts would have been paid to the Employee.

3.6 Leave of Absence

Unless a Compensation Reduction Election is otherwise revised, if an Employee is absent from work by leave of absence, Elective Deferrals under the Plan shall continue to the extent that Compensation continues.

SECTION 4 CONTRIBUTIONS

4.1 Elective Deferrals

A. Limitations on Elective Deferrals

Except as provided in sections 4.1(B) and 4.1(C) below, the maximum amount of the Elective Deferral under the Plan for any calendar year shall not exceed \$18,000, which is the applicable dollar amount established under section 402(g)(1)(B) of the Internal Revenue Code and adjusted for cost-of-living to the extent provided under section 402(g)(4) of the Internal Revenue Code for periods after 2015.

B. Special Section 403(b) Catch-Up Limitation for Employees With 15 Includible Years of Service.

If the employer is a qualified organization (within the meaning of section 1.403(b)-4(c)(3)(ii) of the Treasury Regulations) and if elected in the Adoption Agreement, the applicable dollar amount under section 4.1(A) for any “Qualified Employee” is increased by the least of:

- 1) \$3,000;
- 2) The excess of:
 - a) \$15,000, over
 - b) The total special section 403(b) catch-up elective deferrals made for the qualified employee by the qualified organization for prior years; or
- 3) The excess of:
 - a) \$5,000 multiplied by the number of years of Service of the Employee with the qualified organization, over
 - b) The total Elective Deferrals made for the Employees by the qualified organization for prior years.
- 4) For purposes of section 4.1(B), a “Qualified Employee” means an Employee who has completed at least 15 Years of Service taking into account only employment with the Employer.

C. Age 50 Catch-Up Contributions.

An Employee who is a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Elective Deferrals, up to the maximum age 50 catch-up Elective Deferrals for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals for a year is \$6,000, and is adjusted for cost-of-living to the extent provided under the Internal Revenue Code for periods after 2015.

D. Coordination.

Amounts in excess of the limitation set forth in section 4.1(A) shall be allocated first to the Special Section 403(b) catch-up under section 4.1(B) and next as an age 50 catch-up contribution under section 4.1(C). However, in no event can the amount of the Elective Deferrals and, if applicable, Roth 403(b) Contributions for a year be more than the Participant's Compensation for the year.

E. Special Rule for a Participant Covered by Another Section 403(b) Plan.

For purposes of this Section 4, if the Participant is or has been a Participant in one or more other plans under section 403(b) of the Internal Revenue Code (and any other plan that permits elective deferrals under section 402(g) of the Internal Revenue Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the limitation in this section 4. For this purpose, the Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Employer shall be taken into account for purposes of section 4.1(B) only if the other plan is a §403(b) Plan.

F. Correction of Excess Elective Deferrals.

If the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Elective Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another plan of the employer under section 403(b) of the Internal Revenue Code (and any other plan that permits elective deferrals under section 402(g) of the Internal Revenue Code for which the Participant provides information is accepted by the Administrator), then the Elective Deferrals, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto through the end of the applicable calendar year), shall be distributed to the Participant no later than April 15 of the following calendar year. Distribution of a Participant's excess Elective Deferrals shall be made first from a Participant's Roth Elective Deferrals, and second from a Participant's pre-tax Elective Deferrals, unless the Participant

designates a different order of distribution before the distribution is made. Participants who claim Excess Elective Deferrals for the preceding year from this Plan and one or more plans of another employer must submit their request for a distribution of the Excess Elective Deferrals to the Administrator in writing on or before March 1 of the calendar year after the applicable calendar year.

4.2 Roth Contributions

A. General application.

If elected by the Employer in the Adoption Agreement and permitted under the terms of the applicable Investment Arrangement, a Participant may designate all or a portion of the Participant's Elective Deferrals as Roth Elective Deferrals. Any Roth Elective Deferrals under an Investment Arrangement shall be allocated to a separate Account maintained under the Investment Arrangement for a Participant's Roth Elective Deferrals. Unless specifically stated otherwise, Roth Elective Deferrals shall be treated as Elective Deferrals for all purposes under the Plan.

B. Separate Accounting.

- 1) Contributions and withdrawals of Roth Elective Deferrals shall be credited and debited to the Roth Elective Deferral Account maintained for the Participant under the Investment Arrangement.
- 2) A record of the amount of Roth Elective Deferrals in each Roth Elective Deferral Account shall be maintained.
- 3) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth elective Deferral Account and the Participant's other Accounts.
- 4) No contributions other than Roth Elective Deferrals and properly attributable earnings shall be credited to a Participant's Roth Elective Deferral Account.

C. Definition of Roth Elective Deferrals. A "Roth Elective Deferral" means an Elective Deferral that is:

- 1) Designated irrevocably by the Participant at the time of the Compensation Reduction Election as a Roth Elective Deferral that is being made in lieu of all or a portion of the pre-tax Elective Deferrals the Participant is otherwise eligible to make under the Plan; and
- 2) Treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a Compensation Reduction Election.

4.3 Non-elective Contributions

- A. Non-elective Contributions. If elected in the Adoption Agreement, the Employer may make discretionary Non-elective Contributions for each eligible Employee who satisfies the age and service requirements, if any, elected in the Adoption Agreement, in an amount or according to a formula determined by the Employer, or in accordance with a collective bargaining agreement or other written document, which is hereby incorporated by reference into the Plan.
- B. Qualified Non-elective Contributions. The Employer may make Qualified Non-elective Contributions under the Plan on behalf of all eligible Employees. If made, Qualified Non-elective Contributions will be allocated to all Participants in the ratio which each such Participant's Compensation for the Plan Year bears to the total Compensation of all such Participants for such Plan Year, or in accordance with a collective bargaining agreement or other written document, which is hereby incorporated by reference into the Plan.

4.4. Matching Contributions

The Employer may elect to make Matching Contributions under the Plan on behalf of qualifying contributing participants as provided in the terms of a collective bargaining agreement or other written document, provided that those terms are incorporated by reference and made a part of the Plan. Matching Contributions will be allocated to eligible Participants who have contributed Elective Deferrals during the Plan Year in the manner elected in the Adoption Agreement. Matching Contributions will be applied each payroll period, except that for discretionary matching contributions, the Employer will determine the methodology at the time the Matching Contribution is determined.

4.5 Non-elective Contribution for Disabled and Former Employees

If elected in the Adoption Agreement, former Employees will share in Non-elective Contributions made by the Employer until the end of the Participant's fifth taxable year following the year in which the Participant has a Severance from Employment. For purposes of this Section 4.5, a Participant is deemed to have monthly Compensation for the period through the end of the taxable year in which he or she ceases to be an Employee and through the end of the next five (5) taxable years. Except as provided in section 1.403(b)-4(d) of the Treasury Regulations, the amount of the monthly Includible Compensation is equal to one-twelfth of the Participant's Compensation during his or her most recent Year of Service. No contribution shall be made after the end of the Participant's fifth taxable year following the year in which the Participant has a Severance from Employment.

If elected in the Adoption Agreement, Participants who are permanently and totally disabled (as defined in Internal Revenue Code Section 22(e)(3)) will share in Non-elective Contributions made by the Employer for the period following the disability elected by the

Employer in the Adoption Agreement. The Compensation of a disabled Participant used to allocate such Non-elective Contributions shall be the Compensation such Participant would have received for the Plan Year if the Participant had been paid at the rate of compensation paid immediately before becoming permanently and totally disabled.

4.6 Vesting

The portion of a Participant's Account attributable to Elective Deferrals, Roth Elective Deferrals, and Rollover Contributions shall be 100% vested at all times. Employer Matching Contributions and Non-elective Contributions will be subject to the Vesting Schedule elected by the Employer in the Adoption Agreement. Employer Matching Contributions and Non-elective Contributions made on behalf of a Participant, to the extent not vested, will be credited to a separate account and treated as made to a contract to which section 403(c) (or another applicable provision of the Internal Revenue Code) applies.

On or after the date on which the Participant's interest in the separate account becomes non-forfeitable, the contract shall be treated as a section 403(b) Annuity Contract if:

- 1) No election has been made under section 83(b) with respect to the contract;
- 2) The Participant's interest in the separate account has been subject to a substantial risk of forfeiture before becoming non-forfeitable;
- 3) Contributions subject to different vesting schedules have been maintained in separated accounts; and
- 4) The separate account at all times satisfied the requirements of section 403(b) except for the non-forfeatability requirement in section 403(b)(1)(C).

If only a portion of the Participant's interest in a separate account becomes non-forfeitable in a year, then that portion of the contract will be considered a section 403(b) Annuity Contract and the remaining forfeitable portion will be considered a separate contract to which section 403(c) (or another applicable provision of the Internal Revenue Code) applies. Each contribution (and earning thereon) that is subject to a different vesting schedule must be maintained in a separate account for the Participant.

4.7 Forfeitures

On or before the last day of each Plan Year, any amounts which became forfeitures since the last day of the prior Plan Year may be allocated as additional Non-elective or Matching contributions or used to reduce any Non-elective or Matching Contribution, reinstate previously forfeited account balances of Participants, or to pay eligible Plan expenses, as determined by the Employer; provided, however, that all forfeitures shall be allocated no later than the end of the Plan Year after the Plan Year in which they occurred.

In the event forfeitures are used to reduce a Non-elective Contribution and the forfeitures exceed such contribution, then the remaining forfeitures will be allocated as an additional discretionary contribution. Forfeitures may not be used to reduce Qualified Non-elective Contributions, which are required by the Code to be fully vested when contributed to the Plan. Regardless of the preceding sentences, in the event the allocation of forfeitures provided herein shall cause the Annual Additions (as defined in Section 5.1(B)(1)) to any Participant's Account to exceed the amount allowable by the Code, an adjustment shall be made in accordance with Section 5.1(A)(8).

If a benefit is forfeited because the Participant or beneficiary cannot be found, such benefit will be reinstated if a claim is made by the Participant or beneficiary.

SECTION 5 LIMITATIONS ON ANNUAL ADDITIONS

5.1 Limitations on Annual Additions

A. Limitations on Aggregate Annual Additions.

- 1) **General Limitation on Annual Additions.** A Participant's Annual Additions under the Plan for a Limitation Year may not exceed the Maximum Annual Addition as set forth in section 5.1(E) below.
- 2) **Aggregation of section 403(b) Plans of the Employer.** If Annual Additions are credited to a Participant under any section 403(b) plans of the Employer in addition to this Plan for a Limitation Year, the sum of the Participant's Annual Additions for the Limitation Year under this Plan and such other section 403(b) plans may not exceed the Maximum Annual Addition as set forth in section 5.1(E) below.
- 3) **Aggregation Where Participant is in Control of Any Employer.** If a Participant is in control of any Employer for a Limitation Year, the sum of the Participant's Annual Additions for the Limitation Year under this Plan, any other section 403(b) plans of the Employer, any defined contribution plans maintained by controlled employers, and any section 403(b) plans of any other employers may not exceed the Maximum Annual Addition as set forth in section 5.1(E) below. For purposes of this paragraph, a Participant is in control of an employer based upon the rules of Code sections 414(b), 414(c), and 415(h), and a defined contribution plan means a defined contribution plan that is qualified under section 401(a) or 403(a) of the Internal Revenue Code, a section 403(b) plan, or a simplified employee pension within the meaning of section 408(k) of the Internal Revenue Code.
- 4) **Annual Notice to Participants.** The Administrator will provide written or electronic notice to Participants that explains the limitation in section 5.1(A)(3) in a manner calculated to be understood by the average Participant and informs Participants of their responsibility to provide information to the Administrator that is necessary to satisfy section 5.1(A)(3). The notice will advise Participants that the applications of the limitations in section 5.1(A)(3) will take into account information supplied by the Participant and that failure to provide necessary and correct information to the Administrator could result in adverse tax consequences to the Participant, including the inability to exclude contributions to the Plan under section 403(b) of the Internal Revenue Code. The notice will be provided annually, beginning no later than the year in which the Employee becomes a Participant or the year following the year in which the Employer adopts this plan, whichever is later.

- 5) Coordination of Limitation on Annual Additions Where Employer Has another Section 403(b) Volume Submitter Plan. The Annual Additions which may be credited to a Participant under this Plan for any Limitation Year will not exceed the Maximum Annual Addition under section 5.1(E), reduced by the Annual Additions credited to the Participant under any other Section 403(b) Volume Submitter Plans of the Employer in addition to this Plan. Contributions to the Participant's Accounts under this Plan will be reduced to the extent necessary to prevent this limitation from being exceeded.
- 6) Excess Annual Additions
 - a) If, notwithstanding section 5.1(A)(1) through 5.1(A)(5), a Participant's Annual Additions under this Plan, or under the Plan and plans aggregated with this Plan under sections 5.1(A)(2), result in an Excess Annual Addition for a Limitation Year, the Excess Annual Addition will be deemed to consist of the Annual Additions last credited, except Annual Additions to a defined contribution plan qualified under section 401(a) of the Internal Revenue Code will be deemed to have been credited first.
 - b) If an Excess Annual Addition is credited to Participant under this Plan and another Section 403(b) Volume Submitter Plan of the Employer on the same date, the Excess Annual Addition attributable to this Plan will be the product of:
 - (i) the total Excess Annual Addition credited as of such date, times
 - (ii) the ratio of (i) the Annual Additions credited to the Participant for the Limitation Year as of such date under this Plan to (ii) the total Annual additions credited to the Participant for the Limitation Year as of such date under this Plan and all other Section 403(b) Volume Submitter Plans of the Employer.
 - c) Any Excess Annual Addition attributable to this Plan will be corrected in the manner described in section 5.1(A)(7).
- 7) Coordination of Limitation on Annual Additions Where Employer Has Another Section 403(b) Plan that is Not a Volume Submitter Plan. If Annual Additions are credited to the Participant for the Limitation Year under another section 403(b) plan of the Employer which is not a Section 403(b) Volume Submitter Plan, the Annual Additions which may be credited to the Participant under this Plan for the Limitation Year will be limited in accordance with section 5.1(A)(5) as though the other plan were a Section

403(b) Volume Submitter Plan unless the Employer provides other limitations in the Adoption Agreement.

- 8) Correction of Excess Annual Additions. A Participant's Excess Annual Additions for a taxable year are includible in the Participant's gross income for that taxable year. A Participant's Excess Annual Additions attributable to this Plan will be credited in the year of the excess to a separated account under the Plan for such Excess Annual Additions which will be maintained by the Vendor until the Excess Annual Additions are distributed. This separated account will be treated as a separate contract to which section 403(c) (or another applicable provision of the Internal Revenue Code) applies. Amounts in the separate account may be distributed at any time, notwithstanding any other provisions of the Plan.

B. Definitions.

- 1) "Annual Additions" means the following amounts credited to a Participant under the Plan, or any other plan aggregated with the Plan under section 5.1(A)(2):
 - a) Employer contributions, including Elective Deferrals (other than age 50 catch-up contributions described in section 414(v) of the Internal Revenue Code and contributions that have been distributed to the Participant as Excess Elective Deferrals);
 - b) After-tax Employee contribution;
 - c) forfeitures allocated to the Participant's Account; and
 - d) amounts allocated to an individual medical account, as defined in section 415(l)(2) of the Internal Revenue Code, which is part of a pension or annuity plan and amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in section 419A(d)(3) of the Internal Revenue Code, under a welfare benefit fund, as defined in section 419(e) of the Internal Revenue Code.
 - e) allocations under a simplified employee pension.

Amounts described in (a), (b), (c), and (e) are annual additions for purposes of both the dollar limitation under Section 5.1(E)(1) and the percentage of compensation limitation under Section 5.1(E)(2). Amounts described in (d) are annual additions solely for purposes of the dollar limitation under Section 5.1(E)(1).

C. Includible Compensation.

- 1) “Includible Compensation” means an Employee’s compensation received from the Employer that is includible in the Participant’s gross income for Federal income tax purposes (computed without regard to section 911 of the Internal Revenue Code, relating to United States citizens or residents living abroad), including differential wage payments under section 3401(h) of the Internal Revenue Code for the most recent period that is a Year of Service. Includible Compensation also includes any Elective Deferral or other amount contributed or deferred by the Employer at the election of the Employee that would be includible in gross income but for the rules of section 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), 457(b) of the Internal Revenue Code. Includible Compensation does not include any compensation received during a period when the Employer was not an eligible employer within the meaning of section 1.403(b)-2(b)(8) of the Treasury Regulations. The amount of Includible Compensation is determined without regard to any community property laws. Except as provided in section 1.401(a)(17)-1(d)(4)(ii) of the Treasury Regulations with respect to eligible Participants in governmental plans, the amount of Includible Compensation of each Participant taken into account in determining contributions shall not exceed \$265,000, as adjusted for cost-of-living increases in accordance with section 401(a)(17)(B) of the Internal Revenue Code for periods after 2015.
- 2) For purposes of applying the limitations on Annual Additions to Non-elective Employer contributions pursuant to section 415 of the Internal Revenue Code, Includible Compensation for a Participant who is permanently and totally disabled (as defined in section 22(e)(3) of the Internal Revenue Code) is the compensation such Participant would have received for the Limitation Year if the Participant had been paid at the rate of compensation paid immediately before becoming permanently and totally disabled.
- 3) Post-severance compensation. Payments made within 2 1/2 months after Severance from Employment will be included in Includible Compensation if they are payments that, absent a Severance from Employment, would have been paid to the Employee while the Employee continued in employment with the Employer and are regular compensation for services during the Employee's regular working hours, compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar compensation, and payments for accrued bona fide sick, vacation or other leave, but only if the Employee would have been able to use the leave if employment had continued. Any payments not described above are not considered compensation if paid after severance from employment, even if they are

paid within 2 1/2 months following severance from employment, except for payments to an individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code Section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

- 4) Former Employees. For purposes of this Section 5, a Participant is deemed to have monthly Includible Compensation for the period through the end of the taxable year in which he or she ceases to be an Employee and through the end of the next five (5) taxable years. Except as provided in section 1.403(b)-4(d) of the Treasury Regulations, the amount of the monthly Includible Compensation is equal to one-twelfth of the Participant's Includible Compensation during his or her most recent Year of Service.
- 5) Disabled Employees. For purposes of applying the limitations of this Section 5 to Non-elective Employer Contributions pursuant to Code section 415, Includible Compensation for Participants who are permanently and totally disabled (as defined in Internal Revenue Code Section 22(e)(3)) is the compensation such Participant would have received for the Limitation Year if the Participant had been paid at the rate of compensation paid immediately before becoming permanently and totally disabled.

D. Limitation Year.

“Limitation Year” means the Calendar Year. However, if the Participant is in control of an Employer pursuant to Section 5.1(A)(3) above, the Limitation Year shall be the Limitation Year in the defined contribution plan controlled by the Participant.

E. Maximum Annual Addition

The Annual Addition that may be contributed or allocated to a Participant's account under the Plan for any Limitation Year shall not exceed the lesser of:

- 1) \$53,000, as adjusted for increases in the cost-of-living under section 415(d) of the Internal Revenue Code for periods after 2015, or
- 2) 100 percent of the Participant's Includible Compensation for the limitation Year.

- F. Contributions for Medical Benefits after Separation from Service. The Includible Compensation limit referred to in 5.1(E) shall not apply to any contribution for medical benefits after separation from service (within the meaning of section

401(h) or section 419A(f)(2) of the Internal Revenue Code) which is otherwise treated as an Annual Addition.

G. Section 403(b) Volume Submitter Plan.

A Section 403(b) Volume Submitter Plan means a section 403(b) plan the form of which is the subject of a favorable advisory letter from the Internal Revenue Service.

H. Employer.

Solely for purposes of section 5.1(A) through 5.1(H), “Employer” means the employer that has adopted the Plan and any employer required to be aggregated with that employer under section 414(b) and (c) (taking into account section 415(h)), (m), (o), of the Internal Revenue Code and section 1.414(c)-5 of the Treasury Regulations.

I. Excess Annual Addition.

“Excess Annual Addition” means the excess of the Annual Additions created to the Participant for the Limitation Year under the Plan and plans aggregated with the Plan under section 5.1(A)(2) over the Maximum Annual Addition for the limitation Year under section 5.1(E).

SECTION 6 DISTRIBUTION PROVISIONS

6.1 Distribution Limitations for Elective Deferrals

Except as permitted in the case of excess Elective Deferrals, pre-1989 Elective Deferral contributions (excluding earnings thereon) to an Annuity Contract that are separately accounted for, amounts rolled over into the Plan, a distribution made in the event of hardship, a qualified reservist distribution as defined in section 72(t)(2)(G) of the Internal Revenue Code, termination of the Plan, a payment pursuant to section 12.1 or 12.2 of the Plan, or as may otherwise be provided by law and in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service, distributions of Elective Deferrals from a Participant's Account may not be made earlier than the date on which the Participant has Severance from Employment, dies, becomes disabled, or attains age 59½. For purposes of this paragraph, a Participant shall be treated as having a severance from employment during any period the Participant is performing service in the uniformed services described in section 3401(h)(2)(A) of the Internal Revenue Code. A Participant who elects to receive a distribution pursuant to the preceding sentence may not make an Elective Deferral or receive a Non-elective Employee Contribution during the 6-month period beginning on the date of the distribution. The available forms of distribution will be based on the terms governing the applicable Investment Arrangement.

6.2 Minimum Distribution Requirement

The Plan shall comply with the minimum distribution requirements of section 401(a)(9) of the Internal Revenue Code and the regulations thereunder in accordance with the terms governing each Investment Arrangement, unless and to the extent otherwise permitted by law and in regulations or other rules of general applicability published by the Department of Treasury or the Internal Revenue Service. For purposes of applying the distribution rules of section 401(a)(9) of the Code, each Investment Arrangement is treated as an individual retirement account (IRA) and distributions shall be made in accordance with the provisions of section 1.408-8 of the Treasury Regulations, except as provided in section 1.403(b)-6(e) of the Treasury Regulations.

6.3 Distributions of Amounts Held in a Rollover Account

If a Participant has a separate account attributable to rollover contributions to the Plan, then, to the extent permitted by the terms governing the applicable Investment Arrangement, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover account.

6.4 Direct Rollovers

A. Direct Rollovers.

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election, a Distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an Eligible Rollover Distribution that is equal to at least \$500 paid directly to an Eligible Retirement Plan specified by the Distributee in a direct rollover, to the extent permitted by the terms governing the applicable Investment Arrangement. If an Eligible Rollover Distribution is less than \$500, a Distributee may not make the election described in the preceding sentence to roll over only a portion of the Eligible Rollover Distribution.

B. Definitions.:

- 1) "Eligible Rollover Distribution" means an Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include:
 - a) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a period of 10 years or more;
 - b) any distribution to the extent such distribution is required under section 401(a)(9) of the Internal Revenue Code (other than amounts that would have been required but for a statutory waiver of the section 401(a)(9) requirements);
 - c) any hardship distribution;
 - d) the portion of any other distribution(s) that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities);
 - e) any distribution(s) that is reasonably expected to total less than \$200 during a year;
 - f) any corrective distribution of excess amounts under section 402(g) and/or 415(c) of the Internal Revenue Code and income allocable thereto;
 - g) any loans that are treated as deemed distributions pursuant to section 72(p) of the Internal Revenue Code;

- h) dividends paid on employer securities as described in section 404(k) of the Internal Revenue Code;
- i) the costs of life insurance coverage (P.S. 58 costs);
- j) prohibited allocations that are treated as deemed distributions pursuant to section 409(p) of the Internal Revenue Code.

A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to (i) an individual retirement account or annuity described in section 408(a) or 408(b) of the Internal Revenue Code, respectively, or (ii) a qualified plan described in section 401(a) or 403(a) of the Internal Revenue Code or a tax-sheltered annuity described in section 403(b) of the Internal Revenue Code that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

C. Eligible Retirement Plan.

An Eligible Retirement Plan is a qualified plan described in section 401(a), an annuity plan described in section 403(a), an annuity contract described in section 403(b), an individual retirement account or annuity described in section 408(a) or 408(b), or an eligible plan under section 457(b) of the Internal Revenue Code which is maintained by a State and which agrees to separately account for amounts transferred into such plan from this Plan, that accepts the Distributee's Eligible Rollover Distribution. The definition of Eligible Retirement Plan shall also apply in the case of distribution to a surviving spouse, or to a spouse or former spouse who is the Alternate Payee under a qualified domestic relations order as defined in section 414(p) of the Internal Revenue Code.

D. Distributee.

A Distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employees' spouse or former spouse who is the Alternate Payee under a qualified domestic relations order, as defined in section 414(p) of the Internal Revenue Code, are Distributees with regard to the interest of the spouse or former spouse. A Distributee also includes the Participant's non-spouse designated Beneficiary. In the case of a non-spouse Beneficiary, the Direct Rollover may be made only to an individual retirement account or annuity described in section 408(a) or 408(b) of the Internal Revenue Code that is established on behalf of the Beneficiary and that will be treated as an inherited IRA pursuant to the provision of section 402(c)(11) of the Internal Revenue Code; Also, in this case, the determination of any required minimum distribution under section 401(a)(9) of the Internal Revenue Code that is

ineligible of rollover shall be made in accordance with IRS Notice 2007-7, Q&A-17 and 18, 2007 I.R.B. 395.

E. Direct Rollover.

A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

F. Written Explanation of Right to Direct Rollover.

The payor shall provide, within a reasonable time period before making an Eligible Rollover distribution, a written explanation to the Participant that satisfies the requirements of section 402(f) of the Internal Revenue Code.

G. Roth Elective Deferrals.

- 1) A Direct Rollover of a distribution from a Roth Elective Deferral Account under the Plan will only be made to another Roth elective Deferral Account under an applicable retirement plan described in section 402A(e)(1) or to a Roth IRA described in section 408A, and only to the extent the rollover is permitted under the rules of section 402(c).
- 2) The provisions of the Plan that allow a Participant to elect a Direct Rollover, but only if the amount rolled over is at least \$500, is applied by treating any amount distributed from the Participant's Roth Elective Deferral Account as a separate distribution from any amount distributed from the Participant's other accounts in the Plan, even if the amounts are distributed at the same time.
- 3) The Plan will not provide for a Direct Rollover (including an automatic rollover) for distributions from a Participant's Roth Elective Deferral Account if the amounts of the distributions that are Eligible Rollover Distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Roth Elective Deferral Account is not taken into account in determining whether distributions from a Participant's other Accounts are reasonably expected to total less than \$200 during a year.

6.5 Distribution Limitations for Matching and Non-elective Employer Contributions

A. Custodial Account.

Except for a payment pursuant to section 12.1 or section 12.2 of the Plan, or as may otherwise be provided by law and in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue

Service, Non-elective Employer contributions held in a Custodial Account may not be distributed earlier than the earliest of the date on which the Participant has a Severance from Employment, dies, becomes Disabled, or attains age 59½. The available forms of distribution will be based on the terms governing the applicable Investment Arrangements.

B. Annuity contract.

Except for a payment pursuant to section 12.1 or section 12.2 of the Plan, or as may otherwise be provided by law and in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service, Non-elective Employer contributions held in an Annuity Contract may not be distributed earlier than the earliest of the date on which the Participant has a Severance from Employment or upon the prior occurrence of an event as specified in the Adoption Agreement such as after a fixed number of years, attainment of a stated age, or after the Participant becomes Disabled. The available forms of distribution will be based on the terms governing the applicable Investment Arrangement.

6.6 Distributions on Death

On the death of a Participant, the Participant's vested account balance will be paid to the participant's surviving spouse, but if there is no surviving spouse, or if the surviving spouse has consented, then to the Participant's designated beneficiary. A Participant may designate his or her beneficiary on forms provided by and in the manner required by the Administrator.

6.7 Forms of Distribution

Distributions from the Plan from Custodial Accounts shall be as elected by the Employer in the Adoption Agreement. All distributions from an Annuity Contract shall be in a form permitted under the terms of the applicable Annuity Contract as selected by the Participant.

SECTION 7 HARDSHIP DISTRIBUTIONS

7.1 Hardship Distributions of Elective Deferrals

- A. To the extent permitted by the terms governing the applicable Investment Arrangement, distribution of Elective Deferrals may be made to a Participant in the event of hardship as described in section 1.401(k)-1(d)(3)(iii)(B) of the Internal Revenue Code. A hardship distribution may only be made on account of an immediate and heavy financial need of the Participant and where the distribution is necessary to satisfy the immediate and heavy financial need. Notwithstanding any other provisions of this Section 7, hardship distributions may not exceed the aggregate dollar amount of the Participant's Elective Deferrals and Roth Elective Deferrals under the Plan, excluding income thereon, reduced by the amount of distributions previously made to the Participant under the Plan.

- B. The following are the only financial needs considered immediate and heavy: expenses incurred or necessary for medical care, (as described in Code section 213(d)), of the Participant, the Participant's spouse or dependents, or the Participant's primary beneficiary (as defined in Q&A-5 of IRS Notice 2007-7); the purchase (excluding mortgage payments) of a principal residence for the Participant; payment of tuition and related educational fees for the next 12 months of post-secondary education for the Participant, the Participant's spouse, children or dependents, or the Participant's primary beneficiary; payments necessary to prevent the eviction of the Participant from, or a foreclosure on the mortgage of, the Employee's principal residence; payments for funeral or burial expenses for the Participant deceased parent, spouse, child or dependent, or the Participant's primary beneficiary; and expenses to repair damage to the Participant's principal residence that would qualify for a casualty loss deduction under Code section 165 (determined without regard to whether the loss exceeds 10 percent of adjusted gross income).

- C. A distribution will be considered as necessary to satisfy an immediate and heavy financial need of the Participant only if:
 - 1) The distribution is not in excess of the amount of the immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution);
 - 2) The Participant has obtained all distributions, other than hardship distributions, and all non-taxable loans under all plans maintained by the Employer (except to the extent such actions would be counter-productive to alleviating the financial need); and

- 3) All plans maintained by the Employer provide that the Participant's Elective Deferrals (and Employer Contributions) will be suspended for 6 months after the receipt of the hardship distribution.

SECTION 8 PLAN LOANS

8.1 Loans to Participants

- A. To the extent permitted under the terms of the applicable Investment Arrangement, Participants and Beneficiaries may obtain loans under the Plan.
- B. No loan to any Participant or Beneficiary can be made to the extent that such loan when added to the outstanding balance of all other loans to the Participant or Beneficiary would exceed the lesser of (a) \$50,000 reduced by the excess (if any) of the highest outstanding balance of loans during the one year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the loan is made, or (b) one-half the present value of the non-forfeitable accrued benefit of the Participant or, if greater, the total accrued benefit up to \$10,000. For the purpose of the above limitation, all loans from all plans of the Employer and Related Employers are aggregated.
- C. Any loan shall by its terms require that repayment (principal and interest) be amortized in level payments, not less than quarterly, over a period not extending beyond five years from the date of the loan. If such loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant, the amortization period shall not extend beyond 15 years from the date of the loan.
- D. An assignment or pledge of any portion of the Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan under this paragraph.
- E. The terms governing the applicable Investment Arrangement shall determine the method of repayment of loans; provided, however, that the Administrator will ensure that repayment safeguards to which a prudent lender would adhere are observed, including but not limited to ensuring that the loan bears a reasonable rate of interest.

SECTION 9 ROLLOVER CONTRIBUTIONS, TRANSFERS, EXCHANGES

9.1 Rollover Contributions to the Plan

A. If elected in the Adoption Agreement and to the extent permitted under the terms of the applicable Investment Arrangement, the Plan will accept rollover contributions as provided in this section.

B. Eligible Rollover Contributions.

A Participant who is entitled to receive an Eligible Rollover Distribution from another Eligible Retirement Plan may request to have all or a portion of the Eligible Rollover Distribution paid to the Plan. Such rollover contributions shall be made in the form of cash only. The Administrator may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with section 402 of the Internal Revenue Code and to confirm that such plan is an Eligible Retirement Plan.

C. Eligible Rollover Distribution.

An Eligible Rollover Distribution means any distribution of all or any portion of a Participant's benefit under another Eligible Retirement Plan, except that an Eligible Rollover Distribution does not include (1) any installment payment for a period of 10 years or more, (2) any distribution made upon hardship, or (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under section 401(a)(9) of the Code.

D. Eligible Retirement Plan.

An Eligible Retirement Plan means a qualified trust described in section 401(a) of the Internal Revenue Code, an annuity plan described in section 403(a) or 403(b) of the Internal Revenue Code, an individual retirement account described in section 408(a) of the Internal Revenue Code, an individual retirement annuity described in section 408(b) of the Internal Revenue Code, or an eligible governmental plan described in section 457(b) of the Internal Revenue Code.

E. Roth Rollovers.

- 1) The Plan will accept rollovers of Roth Elective Deferrals only if the Employer has elected in the Adoption Agreement to permit Roth Elective Deferrals.
- 2) If provided by the Employer in the Adoption Agreement, the Plan will accept a rollover contribution to a Roth Elective Deferral account only if it is a direct rollover from another Roth elective deferral account under an

applicable retirement plan described in section 402A(e)(1) of the Internal Revenue Code and only to the extent the rollover is permitted under the rules of section 402(c) of the Internal Revenue Code.

F. Information Regarding Participant Basis Required.

A rollover of an Eligible Rollover Distribution that includes after-tax employee contributions or Roth Elective Deferrals will only be accepted if the Administrator obtains information regarding the Participant's tax basis under section 72 of the Internal Revenue Code in the amount rolled over.

G. Separate Accounts.

Separate accounts shall be established and maintained for the Participant for any Eligible Rollover Distribution, and for the after-tax portion of any such Eligible Rollover Distribution, paid to the Plan

9.2 Transfers Between Plans

A. If elected in Adoption Agreement, plan-to-plan transfers for a Participant shall be permitted as provided in this section.

B. Transfers to the Plan.

The Administrator may accept a transfer of assets to the Plan for a Participant or Beneficiary only if;

- 1) the transferor plan provides for direct transfers of assets;
- 2) the Participant is an Employee or former Employee of the Employer;
- 3) the Participant or Beneficiary whose assets are being transferred has an Accumulated Benefit immediately after the transfer at least equal to the Accumulated Benefit with respect to that Participant or Beneficiary immediately before the transfer; and
- 4) the transferred amounts are subject to statutory restrictions on distributions that are not less stringent than those imposed under the transferor plan.

C. Transfers to Another Plan.

The Administrator may permit the transfer of assets to another plan for a Participant or Beneficiary only if;

- 1) the Plan provides for direct transfers of assets pursuant to the Adoption Agreement;

- 2) the Participant is an Employee or former Employee of the Employer;
 - 3) the Participant or Beneficiary whose assets are being transferred has an Accumulated Benefit immediately after the transfer at least equal to the Accumulated Benefit with respect to that Participant or beneficiary immediately before the transfer; and
 - 4) the transferred amounts are subject to statutory restrictions on distributions that are not less stringent than those imposed under the transferor Plan.
- D. The Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with the requirements of this section and section 1.403(b)-10(b)(3) of the Treasury regulations and to confirm that any other plan involved in the transfer satisfies section 403(b) of the Code.

9.3 Exchanges

- A. If elected in the Adoption Agreement, exchanges shall be permitted as provided in this section.
- B. A Participant or Beneficiary is permitted to change the investment of his or her Accumulated Benefit among the Vendors of Investment Arrangements approved for use under the Plan. However, an investment change that includes an investment with a Vendor that is not eligible to receive new contributions (referred to below as an exchange) is not permitted unless the conditions in sections 9.3(C) through (E) are satisfied.
- C. The Participant or Beneficiary must have an Accumulated Benefit immediately after the exchange that is at least equal to the Accumulated Benefit of that Participant or Beneficiary immediately before the exchange (taking into account the Accumulated Benefit of that Participant or Beneficiary under both section 403(b) contracts and custodial accounts immediately before the exchange).
- D. The exchanged amounts are subject to statutory restrictions on distributions that are not less stringent than those imposed on the transferor plan.
- E. The Employer enters into an agreement with the receiving Vendor for the other contract or custodial account under which the Employer and the Vendor will from time to time in the future provide each other with the following information:
 - 1) Information necessary for the resulting contract or custodial account, or any contract or custodial accounts to which contributions have been made by the Employer, to satisfy section 403(b) of the Internal Revenue Code, including the following: (i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Vendor when the Participant has had a Severance from

Employment (for purposes of the distribution restrictions in section 6.1); (ii) the Vendor notifying the Employer of any hardship withdrawal if the withdrawal results in a 6-month suspension of Participant's right to make Elective Deferrals under the Plan; and (iii) the Vendor providing information to the Eligible Employer or other Vendors concerning the Participant's or Beneficiary's section 403(b) contracts or custodial accounts or qualified employer plan benefits (to enable a Vendor to determine the amount of any plan loans and rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules); and

- 2) Information necessary in order for the resulting contract or custodial account and any other contract or custodial account to which contributions have been made for the Participant by the Employer to satisfy other tax requirements, including the following: (i) the amount of any plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional plan loan satisfies the loan limitations, so that any such additional loan is not a deemed distribution under section 72(p)(1) of the Internal Revenue Code; and (ii) information concerning the Participant's or Beneficiary's after-tax Employee contributions in order for a Vendor to determine the extent to which a distribution is includible in gross income.
- F. If any Vendor ceases to be eligible to receive Elective Deferrals under the Plan, the Employer will enter into an information sharing agreement as described in section 9.3(E) to the extent the Employer's contract with the Vendor does not provide for the exchange information described in section 9.3(E)(1) and 9.3(E)(2).

9.4 Transfers to Purchase Service Credit

- A. Purchases of service credit shall be permitted under the Plan as provided in this section.
- B. If a Participant is also a Participant in a tax-qualified defined benefit governmental plan (as defined in section 414(d) of the Internal Revenue Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Accumulated Benefit transferred to the defined benefit governmental plan. A transfer may be made before the Participant has had a Severance from Employment.
- C. A transfer may be made only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Internal Revenue Code) under the receiving defined benefit governmental plan or a repayment to which section 415 of the Internal Revenue Code does not apply by reason of section 415(k)(3) of the Internal Revenue Code.

SECTION 10 INVESTMENT OF CONTRIBUTIONS

10.1 Investment

A. Manner of Investment.

All Elective Deferrals or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Investment Arrangements, and all income attributable to such amounts, property, or rights shall be held and invested in one or more Annuity Contracts or Custodial Accounts.

B. Exclusive Benefit.

Each Custodial Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Custodial Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

C. Investment of Contributions.

Each Participant or Beneficiary shall direct the investment of his or her Account among the investment options available under the Investment Arrangement in accordance with the terms governing the Investment Arrangement.

D. Information Sharing.

Each Vendor and the Administrator shall exchange such information as may be necessary to satisfy section 403(b) of the Internal Revenue Code or other requirements of applicable law. In the case of a Vendor which is not eligible to receive Elective Deferrals under the Plan (including a Vendor which has ceased to be a Vendor eligible to receive Elective Deferrals under the Plan and a Vendor holding assets under the Plan), the Eligible Employer shall keep the Vendor informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy section 403(b) of the Code or other requirements of applicable law.

E. Conflicts Between Plan and Terms of Investment Arrangements.

In the event of any conflict between the terms of the Plan (including its associated adoption agreement and any other documents incorporated by reference into the Plan) and the terms of any Investment Arrangements permitted under the Plan, the terms of this Plan shall govern.

SECTION 11

PLAN TERMINATION AND AMENDMENT

11.1 Termination

A. Termination of Contributions.

The Employer has no obligation or liability whatsoever to maintain the Plan for any specific length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.

B. Termination.

The Employer reserves the authority to terminate this Plan at any time. Upon termination of the Plan, all non-vested amounts under the Plan will be fully vested, and subject to any restrictions contained in terms governing the applicable Investment Arrangement, all Accounts will be distributed, provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative section 403(b) contract that is not part of the Plan during the period beginning on the date of Plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by Treasury Regulations.

11.2 Amendment by Volume Submitter Practitioner

The preapproved plan sponsor may amend any part of the Plan on behalf of each employer that has adopted the Plan. All amendments made by the preapproved plan sponsor will be made in accordance with changes in the Internal Revenue Code, regulations, revenue rulings, or other guidance published by the Internal Revenue Service, or other regulatory authorities. All amendments to the Plan must be adopted by the Plan Sponsor prior to becoming a part of the Plan Sponsor's 403(b) Plan. The preapproved plan sponsor (i) will inform the adopting eligible employer of any amendments made to the plan, and (ii) will notify the employer of the discontinuance or abandonment of the plan.

11.3 Amendment by Adopting Employer

An Employer that amends the Plan, including the Adoption Agreement, other than to (a) change the choice of options or procedures in the Adoption Agreement, (b) add overriding language if necessary to satisfy IRC 415 because of the required aggregation of multiple plans, (c) to change information in Appendix I to the Adoption Agreement, or (d) to adopt sample or model amendments published by the Service that specifically provide that their adoption by an adopter of an approved IRC 403(b) volume submitter plan will not cause such plan to be treated as individually designed, will no longer participate in this section 403(b) volume submitter plan, will be considered to have an individually designed 403(b) plan, and will not be entitled to reliance on an advisory letter issued with respect to

the plan. An Employer which chooses to discontinue participation in the Plan as amended by the volume submitter practitioner and does not substitute another approved IRC 403(b) volume submitter plan will be considered to have an individually designed 403(b) plan, and will not be entitled to reliance on an advisory letter issued with respect to the plan.

SECTION 12 OTHER PLAN PROVISIONS

12.1 Domestic Relations Orders and Qualified Domestic Relations Orders

If a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any State (“domestic relations order”), then the amount of the Participant’s Accumulated Benefit shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

12.2 IRS Levy

The Administrator may pay from a Participant's or Beneficiary's Accumulated Benefit the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

12.3 Mistaken Contributions

If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Employer.

12.4 USERRA – Military Service Credit

Notwithstanding any provision of this plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Internal Revenue Code. In addition, the survivors of any Participant who dies on or after January 1, 2007, while performing qualified military service, are entitled to any additional benefits that would have been provided under the Plan had the Participant resumed employment and then terminated employment on account of death.

**CONSIDER DESIGNATION OF TEXAS ASSOCIATION OF SCHOOL BOARDS
DELEGATE AND ALTERNATE TO THE 2020 TEXAS ASSOCIATION OF
SCHOOL BOARDS (TASB) FALL CONVENTION**

RECOMMENDATION:

That the Board of Trustees designate _____ as the delegate
and _____ as the alternate to the 2020 Texas Association of
School Boards fall convention.

IMPACT/RATIONALE:

Each year the Board designates a delegate and alternate to represent our district at the TASB fall convention. Last year, our delegate was Joy Williams and our alternate was Mandi Bronsell. The 2020 TASB/TASA Convention will be held in Dallas, Texas, October 2-4, 2020.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF THE 2020 - 2021 AGREEMENT
WITH MEMORIAL HERMANN COMMUNITY BENEFIT CORPORATION**

RECOMMENDATION:

That the Board of Trustees approve the service agreement with Memorial Hermann Benefit Corporation

IMPACT/RATIONALE:

In 2002, the District entered into an agreement with Memorial Hermann to provide a school-based health clinic. Memorial Hermann provides the clinic building and staff (nurse practitioner, LVN, social worker, receptionist, and part-time dietitian) for the Lamar Consolidated High School and Terry High School feeder patterns. All services will be free of charge to students in both feeder patterns. Services include health screenings, physicals, immunizations, treatment of acute minor illnesses and injuries, health education, nutritional counseling, individual and group counseling, case management, and expert medial consultation. The District provides the space and transportation to students when needed.

Resource Person: Dr. Terri Mossige, Chief Academic Officer
Dr. Jon Maxwell, Executive Director of Student Programs
Dr. Jennifer Roberts, Director of Student Support Services

Recommended for approval:



Dr. Thomas Randle
Superintendent

AMENDMENT TO AGREEMENT BETWEEN
MEMORIAL HERMANN COMMUNITY BENEFIT CORPORATION

and

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

This Amendment to the Clinic Services Agreement (this “*Amendment*”) is by and between Memorial Hermann Community Benefit Corporation, a Texas non-profit corporation (“Memorial Hermann”) and Lamar Consolidated Independent School District (“LCISD”) to amend that certain Agreement for services performed at Memorial Hermann Health Centers for Schools — Lamar Clinic effective on September 1, 2019, as amended (the “*Agreement*”).

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Amendment, and intending to be legally bound, Memorial Hermann and LCID agree as follows:

1. The Term of the Agreement is extended until August 31, 2021 unless terminated by either party pursuant to the terms of the Agreement.
2. In the event of a conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall govern.
3. All capitalized terms not defined in this Amendment shall have the meaning ascribed to them in the Agreement.
4. The effective date of this Amendment is September 1, 2020 (the “Amendment Date”).

IN WITNESS WHEREOF, the parties have executed this Amendment on the date(s) set forth below, but to be effective as of the Amendment Date for all purposes.

**Memorial Hermann Community
Benefits Corporation**

**LCISD
Lamar Clinic**

By: _____
Name: _____
Title: CEO
Date: _____

By: _____

Date: _____

Approved as to Legal Form Only On behalf of MHHS <i>Diedre C. Colson</i> By: Diedre' C. Colson Senior Paralegal June 4, 2020

AMENDMENT TO AGREEMENT BETWEEN
MEMORIAL HERMANN COMMUNITY BENEFIT CORPORATION

and

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

This Amendment to the Clinic Services Agreement (this “*Amendment*”) is by and between Memorial Hermann Community Benefit Corporation, a Texas non-profit corporation (“Memorial Hermann”) and Lamar Consolidated Independent School District (“LCISD”) to amend that certain Agreement for services performed at Memorial Hermann Health Centers for Schools—Terry Clinic effective on September 1, 2019, as amended (the “*Agreement*”).

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and conditions contained in this Amendment, and intending to be legally bound, Memorial Hermann and LCID agree as follows:

1. The Term of the Agreement is extended until August 31, 2021 unless terminated by either party pursuant to the terms of the Agreement.
2. In the event of a conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall govern.
3. All capitalized terms not defined in this Amendment shall have the meaning ascribed to them in the Agreement.
4. The effective date of this Amendment is September 1, 2020 (the “Amendment Date”).


IN WITNESS WHEREOF, the parties have executed this Amendment on the date(s) set forth below, but to be effective as of the Amendment Date for all purposes.

**Memorial Hermann Community
Benefits Corporation**

**LCISD
Terry Clinic**

By: _____
Name: _____
Title: CEO
Date: _____

By: _____
Date: _____

Approved as to Legal Form Only
On behalf of MHHS

By: Diedre' C. Colson
Senior Paralegal
June 4, 2020

**CONSIDER APPROVAL OF THE SERVICE PROVIDER AGREEMENT
WITH FORT BEND REGIONAL COUNCIL ON SUBSTANCE ABUSE**

RECOMMENDATION:

That the Board of Trustees approve the service provider agreement between the Fort Bend Regional Council on Substance Abuse and Lamar Consolidated Independent School District for campus programming from September 1, 2020 to August 31, 2023.

IMPACT/RATIONALE:

Since 1991, the partnership between Lamar CISD and Fort Bend Regional Council has served thousands of students and families through a grant from the Texas Department of State Health Services and the United Way. The goal of the program is to assist the District in reducing the incidence of alcohol and drug use within the District and/or communities.

PROGRAM DESCRIPTION:

The purpose of the Youth Connection Program is to serve youth ages 12-17 identified as at-risk from truancy, excessive tardiness, disruptive behaviors, failing grades, violence, and reported alcohol/drug use. The curriculum-based support teams group students to elevate self-esteem, learn resistance skills, stress management, and communications skills. The Life Skills Training Program is comparable to the Youth Connection Program and is nationally recognized program provided to elementary students. Both programs are available to all Lamar CISD sites.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Dr. Jon Maxwell, Executive Director of Student Programs
 Dr. Jennifer Roberts, Director of Student Services

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

MEMORANDUM OF UNDERSTANDING
FORT BEND REGIONAL COUNCIL ON SUBSTANCE ABUSE, INC.
AND
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
September 1, 2020 to August 31, 2023

The Fort Bend Regional Council on Substance Abuse, Inc. (FBRC) is seeking to continue providing Lamar Consolidated Independent School District (LCISD) students in selected schools with the services of a Prevention Specialist, who will conduct evidence-based substance use prevention activities for each selected campus.

FBRC is a non-profit agency funded by the Texas Health and Human Services Commission and the United Way to provide prevention, education and treatment services to anyone seeking assistance in Fort Bend County and the surrounding area.

FBRC's primary population focus is the youth of Fort Bend County. FBRC offers prevention programs on school campuses. In addition, FBRC provides enhanced community summer leadership initiatives for school aged children. The summer High School Leadership program and the Summer Explosion day camp programs would not be available to our community without the long standing and valued partnership that FBRC has maintained with LCISD. Both organizations share the common goal of preventing youth substance abuse by building healthy school and community environments.

Communication and collaboration between FBRC and the school district is vital to the success of all programs. Therefore, this document will serve to define the school-based programs that FBRC provides to LCISD students. FBRC staff will administer National Registry of Evidence-based Programs and Practices (NREPP) prevention curricula to selected LCISD campuses. These programs include:

The Life Skills Training[®] Program is a nationally recognized substance abuse and violence prevention curriculum proven to reduce risk factors and increase protective factors among youth. It is endorsed by the Center for Substance Abuse Prevention as effective in the prevention of alcohol, tobacco and other drug use. This program is universal in nature and teaches personal and social skills that build resilience and help youth navigate developmental tasks, including the skills necessary to understand and resist peer pressure. The structure of this prevention series is eight 45 minute sessions conducted on either a weekly or bi-weekly basis. FBRC Prevention Specialists will meet with elementary school students until the series concludes.

The Curriculum Based Support Group[®] Program (CBSG), also known as "Youth Connection", is a nationally recognized program designed to increase resiliency and reduce risk factors among children and youth ages 4-17 who are identified as being at elevated risk for substance use, or delinquency and violence (e.g., they are living in adverse family situations, displaying observable gaps in coping and social skills, or displaying early indicators of antisocial attitudes and behaviors).

Based on cognitive-behavioral and competence-enhancement models of prevention, the CBSG Program teaches essential life skills and offers emotional support to help children and youth cope with difficult family situations; resist peer pressure; set and achieve goals; refuse alcohol, tobacco, and other drugs; and reduce antisocial attitudes and rebellious behavior. Delivered in 10, 45 minute group sessions, the curriculum addresses topics such as self-concept, feelings, goal setting, making healthy choices, friends, peer pressure, life challenges, family problems and making a commitment to stay drug free. Through the use of curriculum-based support groups students learn peer pressure resistance skills, stress management, conflict resolution and communication skills.

Since 1991 the community partnership between LCISD and FBRC has reached thousands of students and families. Evaluations indicate that participants show improved grades, attendance, family relationships, and pride in their ability to refuse drugs and alcohol. FBRC's goal is to assist the LCISD staff in making students more academically and socially successful through the use of the Life Skills Training Program and CBSG-Youth Connection and affiliated prevention activities.

FBRC will provide the following:

FBRC dedicated and trained Prevention Specialists to provide education and referral as appropriate.

Staff oversight by the Prevention Program Director and Chief Operating Officer.

FBRC staff will follow school procedures as outlined by the school principal and will notify the school principal or his designee when absent.

FBRC staff will keep current and accurate records regarding student contact.

FBRC staff will be available to attend district procedural and staff development meetings as requested. Prevention Specialists are available to provide district in-service and parent trainings as requested.

LCISD will provide the following:

Access to campuses receiving prevention education where students will be served for appropriately authorized FBRC staff. Access may also include introductions to school personnel and LCISD ID badges.

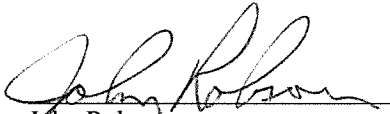
Introductions to LCISD staff vital to the success of the program.

Assistance in identifying appropriate program participants.

Appropriate group/classroom space to conduct services.

Guidance and communication related to school district policies and specific site requirements.

This document shall serve as a community partnership agreement between LCISD and FBRC beginning September 1, 2020 and will remain valid until August 31, 2023 unless revoked by either party before that time. This agreement may be revoked at will by LCISD or by FBRC. All services provided by FBRC to LCISD are at no cost to the district or any participating student. Services are contingent upon FBRC's available funding.


John Robson
Chief Operations Officer
Fort Bend Regional Council on Substance Abuse, Inc.

6-1-2020
Date

Dr. Thomas Randle
Superintendent
LCISD

Date

**CONSIDER APPROVAL OF THE 2020-2021 SERVICE PROVIDER AGREEMENT
BETWEEN TEXAS CHILD HEALTH ACCESS THROUGH TELEMEDICINE (TCHAT)
AND LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

RECOMMENDATION:

That the Board of Trustees approve the service provider agreement between the Texas Child Health Access Through Telemedicine (TCHAT) and Lamar Consolidated Independent School District during the 2020-2021 school year.

IMPACT/RATIONALE:

As part of the multi-tiered system of support through the Lamar CISD Whole Child Safety and Wellness Model, TCHAT offers students in immediate crisis access to a Child Psychiatrist through telemedicine at no cost.

PROGRAM DESCRIPTION:

TCHAT is free access to a real-time, multidisciplinary team of behavioral health experts, including social workers and psychologists, as well as consultations with Mental Health Nurse Practitioners and Child Psychiatrists. The goal is pre-crisis and crisis intervention for children with behavioral health concerns. Assessment, brief intervention, and care coordination through a telemedicine platform would be available for students enrolled in Lamar CISD.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
Dr. Jon Maxwell, Executive Director of Student Programs
Dr. Jennifer Roberts, Director of Student Services

Recommended for approval:



Dr. Thomas Randle
Superintendent

**MEMORANDUM OF UNDERSTANDING TO PROVIDE
PEDIATRIC BEHAVIORAL HEALTH SERVICES VIA TELEHEALTH**

This Memorandum of Understanding (MOU) to provide pediatric and adolescent behavioral health services via telehealth is made and entered into by and between The University of Texas Health Science Center at Houston ("UTHealth"), on behalf of its Faillace Department of Psychiatry, located at 7000 Fannin UCT 1006, Houston, Texas 77030, and Lamar Consolidated Independent School District (LCISD), located at ("Site") for the provision and administration of telemedicine services associated with the Texas Child Health Access Through Telemedicine (TCHAT) component of the Texas Children's Mental Health Care Consortium (TCMHCC).

WITNESSETH

WHEREAS, UTHealth Houston Faillace Department of Psychiatry is a Health-Related Institution (HRI) member of the TCMHCC and has been funded by Senate Bill 11 to provide access to limited behavioral health services via telehealth into the schools;

WHEREAS, the component of the TCMHCC for delivering school-based behavioral health services via telehealth is named TCHAT;

WHEREAS, the TCHAT initiative is designed to provide short-term (approximately up to two month) access to a limited number (2-4) of visits with a mental health professional for high-risk children and adolescents enrolled in school;

WHEREAS, the role of the TCHAT project is the assessment and intervention of these students and referral, if necessary;

WHEREAS, LCISD desires to participate in carrying out the objectives associated with the TCHAT;

WHEREAS, UTHealth Houston Faillace Department of Psychiatry maintains a Department of Psychiatry ("Department") capable of managing the delivery of services required by Site, and considerable experience in telemedicine encounters for such services;

AND WHEREAS, LCISD desires to engage the services of UTHealth Houston Faillace Department of Psychiatry; the UTHealth Houston Faillace Department of Psychiatry desired to provide such services to Site;

NOW THEREFORE, UTHealth Houston Faillace Department of Psychiatry and LCISD mutually agree as follows:

Article 1 - Purpose

LCISD is ready, willing and able to undertake a portion of the efforts associated with the TCHAT Project as described in "Exhibit A," which is attached hereto and incorporated by reference herein.

Article 2 - Description of Work

LCISD shall cooperate and shall exert its reasonable efforts in carrying out the specific objectives set out as described in the Statement of Work, which is attached hereto as "Exhibit B" and incorporated by reference herein, during the Period of Performance set forth below.

Article 3 - Period of Performance

- A. This MOU shall begin on June 1, 2020 ("Effective Date") and shall continue in full force and effect through August 31, 2021.
- B. The Parties may agree to renew this MOU for additional terms. Any amendment to renew or continue this MOU shall be documented in writing and executed by both Parties prior to the termination of this MOU.

Article 4 - Compensation

All Parties expressly acknowledge that nothing in this MOU shall be construed as establishing an obligation of payment to either Party by the other Party.

Article 5 - HRI Project Director

HRI Project Director identified in Article 13 shall be responsible for the general guidance and technical direction of all work under this MOU.

Article 6 - LCISD Key Personnel

The key personnel cited below are considered to be essential to the work being performed hereunder. In the event that a Key Person leaves LCISD's employ or becomes unable or unwilling to continue the project, LCISD shall notify UTHHealth Houston Faillace Department of Psychiatry in writing reasonably in advance and may propose an individual to replace such Key Person. Any replacement of a Key Person must be approved, in writing, by UTHHealth Houston Faillace Department of Psychiatry. In the event a mutually acceptable replacement is not available, UTHHealth Houston Faillace Department of Psychiatry shall have the option to immediately terminate this MOU upon written notice to LCISD. The thirty (30) calendar day prior notice required under Article 11 of this MOU is not required for termination by UTHHealth Houston Faillace Department of Psychiatry under this Article. Such termination shall be in writing.

Key Personnel: Name: Dr. Theresa Mossige
 Address: 3911 Ave I Rosenberg, Texas 77441
 (Ph): 832-223-0000
 Email: Theresa.mossige@lcisd.org

 Name: Dr. Jon Maxwell
 Address: 3911 Ave I Rosenberg, Texas 77441
 (Ph): 832-223-0000
 Email: Jonathan.maxwell@lcisd.org

 Name: Dr. Jennifer Roberts
 Address: 3911 Ave I Rosenberg, Texas 77441
 (Ph): 832-223-0000
 Email: jeroberts@lcisd.org

Article 7 - Assurances

LCISD additionally agrees to obtain the appropriate consent(s) to share information it obtains during the course of performance of the work with the UTHealth Houston Faillace Department of Psychiatry staff, as well as maintain the confidentiality of such information, including, but not limited to, personal information subject to Federal Educational Rights and Privacy Act (FERPA) regulations and/or or protected health information subject to Health Insurance Portability and Accountability (HIPAA) regulations.

Article 8 - Reports & Records Inspection

LCISD agrees to furnish in a timely manner and appropriate format, such progress reports, schedules, and other information required for the TCHAT Project to UTHealth Houston Faillace Department of Psychiatry for its reporting requirements to the TCMHCC. Reports shall be sent to the UTHealth Houston Faillace Department of Psychiatry Project Director at the address shown in Article 13. Furthermore, LCISD agrees to retain all progress reports, statistical records, and all other records pertinent to this MOU for a minimum of four years from the termination date of this MOU.

Article 9 - Amendment and Modification

This MOU, or any portion hereof, may be amended or modified in writing at any time as mutually agreed upon by the Parties, or as required by TCMHCC.

Article 10 - Independent Relationship

Nothing in this MOU is intended nor shall be construed to create an employer/employee relationship or joint venture relationship between the contracting Parties. The sole interest and

responsibility of the Parties is to ensure that the services covered by this MOU shall be performed and rendered in a competent, efficient, and satisfactory manner.

Article 11 - Termination of MOU

- A. Either UTHealth Houston Faillace Department of Psychiatry or LCISD may terminate this MOU, with or without cause, upon thirty (30) calendar days written notification to the other Party. Notice of termination shall be given by prepaid certified or registered mail and shall be deemed to be given on the date so delivered.
- B. UTHealth Houston Faillace Department of Psychiatry may terminate this MOU immediately with written notice in the event the TCMHCC terminates the funding under Rule § 3.2519 of the Texas Administrative Code.

Article 12 - Governing Law and Venue

This MOU shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue will be in accordance with the Texas Civil Practices and Remedies Code and any amendments thereto.

Article 13 - Communications

Communications between the Parties shall be sent via prepaid certified mail or registered mail to the following and shall be deemed to be given on the date so delivered unless otherwise provided herein:

HRI	LCISD
Project Director: Associate Professor	Programmatic: Director of Student Services
Name: Dr. Elizabeth Newlin	Name: Dr. Jennifer Roberts
E-mail: Elizabeth.W.Newlin@uth.tmc.edu	E-mail: jeroberts@lcisd.org
Phone: 713-486-2733	Phone: 832-223-0126
Administrative:	Administrative:
Name: The University of Texas Health Science Center at Houston	Name:
Address: 7000 Fannin, UCT1006 Houston, Texas 77030	Address:
E-mail: preaward@uth.tmc.edu	E-mail:
Phone: 713-500-3999	Phone:

Article 14 - Compliance

The Parties acknowledge that each is subject to applicable federal and state laws and regulations. Accordingly, each Party will comply with all applicable laws, regulations, and requirements, and will make available such information and records as may be reasonably requested in writing by the other Party to facilitate its compliance, except for records that are confidential and privileged by law.

Article 15 - Indemnity

As consideration for LCISD's participation in the TCHAT Project, LCISD agrees to indemnify and hold harmless UTHealth Houston Faillace Department of Psychiatry, its officers, agents and employees (collectively "Indemnities") from any and all claims, actions, demands or suits of any kind or character either by common law or statute, whether now recognized or not, including any and all liability caused in whole or in part by the negligence (whether sole, joint or concurrent), gross negligence, strict liability or other legal fault of Indemnities, and including, but not limited to, any costs expenses or penalties.

Article 16 - Certification of Authority

The person(s) executing this MOU on behalf of the Parties, or representing themselves as executing this MOU on behalf of a Party, certify that each has been duly authorized by the appropriate Party to execute this MOU on behalf of the Party and to validly and legally bind the Party to all of its terms, performances, and provisions.

Article 17 – Insurance

Insurance. The Parties acknowledge that liability for the tortious conduct of the agents and employees of UTHealth Houston Faillace Department of Psychiatry (other than professional liability of medical staff physicians, residents and fellows) or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the Texas Tort Claims Act (Texas Civil Practice and Remedies Code, Chapters 101 and 104), and that Workers' Compensation Insurance coverage for employees of UTHealth Houston Faillace Department of Psychiatry is provided by UTHealth Houston Faillace Department of Psychiatry as mandated by the provisions of Texas Labor Code, Chapter 503. The Parties further acknowledge that UTHealth Houston Faillace Department of Psychiatry shall have the right, at its option, to either (a) obtain liability insurance protecting UTHealth Houston Faillace Department of Psychiatry and its employees and property insurance protecting UTHealth Houston Faillace Department of Psychiatry buildings and the contents, to the extent authorized by Section 51.966 of the Texas Education Code or other law; or (b) self-insure against any risk that may be incurred by UTHealth Houston Faillace Department of Psychiatry as a result of its operations under this Agreement. Any obligation by UTHealth Houston Faillace Department of Psychiatry under this Agreement to obtain insurance is expressly made subject to UTHealth Houston Faillace Department of Psychiatry's authority under state law to obtain such insurance.

Article 18 - Signatures

IN WITNESS WHEREOF, the undersigned contracting Parties bind themselves to the faithful performance of this MOU as of the last date of signature below.

**The University of Texas Health
Science Center at Houston**

**Lamar Consolidated Independent School
District**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A: DESCRIPTION OF TCHAT PROJECT

Vision Statement –

Every child receiving public education in the State of Texas has access to school-based crisis prevention, intervention, and stabilization.

Definition of TCHAT –

The TCHAT initiative is designed to provide youth experiencing, or who are at elevated risk of experiencing, a psychiatric emergency with video-based access to a mental health professional. The intervention provided is intended to be brief, not to exceed a period of two months or approximately four encounters.

The role of TCHAT is the initial assessment and intervention of the student and where appropriate to link this student and their family to community or school-based services. TCHAT is intended to serve as both an immediate service for those in or near crisis and a mechanism for engagement or a bridge to ongoing care for those students who require continued services. TCHAT funds may not be used for ongoing management of the student’s mental health needs.

Key Components of a Successful TCHAT Program –

Telemedicine or telehealth –

Programs should leverage the use of technology to ensure prompt access to a mental health professional. Technology should be located at both the originating site and at the location of the academic health center.

Identify mental health needs –

School personnel should participate in continuing education activities and training activities that enhance their ability to accurately identify children who may need TCHAT services. This initial identification may be done by a variety of school personnel, including teachers, counselors, nurses, or school administrators. The goal is to quickly identify a child who is experiencing a mental health challenge.

Assess mental health needs –

Programs must use a trained professional to provide an appropriate assessment of the mental health needs of the child who is identified and referred by school personnel.

Provide access to mental health services –

Utilizing technology, a program will provide initial mental health services to an identified child. These services should include a diagnostic evaluation and up to 4 total visits provided over less than a two-month period with a TCHAT behavioral health professional. The primary goals of the intervention are assessment, engagement, and linkage to community-based care. For ongoing mental health services, a child should be referred to a separately funded resource (e.g, public or private insurance, indigent-funded services) for longer term care that could be school or

community based and is consistent with the clinical needs of the patient and the values and preferences of the patient's family.

Prioritize needs of at-risk children and adolescents –

Programs should have a triage system for prompt review of school referral and appropriate triage of symptom severity.

EXHIBIT B – STATEMENT OF WORK

University of Texas Health Science Center Houston

Established in 1972 by The University of Texas System Board of Regents, UTHealth is Texas' resource for health care education, innovation, scientific discovery, and excellence in patient care. The most comprehensive academic health center in the UT System and the United States Gulf Coast region, UTHealth is home to schools of biomedical informatics, biomedical sciences, dentistry, public health, nursing, and medicine.

UTHealth seeks to educate health science professionals, discover and translate advances in the biomedical and social sciences, and model best practices in clinical care and public health. We pursue this mission to advance the quality of human life by enhancing the diagnosis, treatment, and prevention of disease and injury, while also promoting individual health and community well-being.

Responsibilities of UTHealth Houston Health Science Center:

Funds for this program to UTHealth have been allocated by senate bill 11 from February 2020 to August 31, 2021.

Funding from senate bill 11 will provide for personnel, the initial installation and supply of telepsychiatry equipment, and travel for UTHSCH personnel beyond that required to attend usual work-related functions.

Clinical teams may be composed of one or more of the following disciplines:

- 1) Community Health Worker
- 2) Prescribing mental health clinician
 - a. Child and Adolescent Psychiatrist
 - b. Mental Health Nurse Practitioner
 - c. Doctor of Nursing Practice
 - d. Child Psychiatry Fellow
 - e. Psychiatry Resident
- 3) Therapist
 - a. Licensed Clinical Social Worker – Supervisor
 - b. Licensed Clinical Social Worker
 - c. Licensed Medical Social Worker

- d. Psychologist
- e. Psychology Intern

Once established, advanced psychiatry residents, child psychiatry fellows, and MHNP students will be incorporated into the interprofessional team as well and will be directly supervised by an attending psychiatrist, MHNP, or DNP respectively.

A community health worker will be provided to selected schools with the highest volume of referrals to the TCHAT program as well and the greatest need for support on-site. The decision of where to place CHWs will be made collaboratively with superintendents or their designee and will be continually reassessed in a continuous quality improvement effort led by Leslie Taylor PhD.

Funding to UTHealth from senate bill 11 has been provided to support administrative, legal, financial, and technical resources at the academic medical centers to support the project. Funds will support the data management platform as well as its oversight, maintenance, and development. The Texas Child Health Access Through Technology (TCHAT) program, funded by senate bill 11, is mandated by the Texas Child Mental Health Care Consortium (TCMHCC) to collect the following metrics:

1. Number and names of schools served
2. Number of students able to access care per school campus (Covered lives)
3. Number of students referred to the TCHAT program by each school campus
4. Unduplicated number of students served in the quarter, and total served year to date
5. Number of encounters by provider type
6. Number of students referred for ongoing services following TCHAT
7. Number of students for whom an immediate referral source was not available

Data will be de-identified and managed in compliance with all HIPAA, HI-TECH, and FERPA laws. De-identified data required for project evaluation and reporting purposes will be stored in REDCap systems housed on HIPPA and FERPA compliant secure T-100 servers that are password protected. REDCap (Research Electronic Data Capture) is a secure, web-based application that is flexible enough to be used for a variety of types of data management. REDCap provides an intuitive user interface that streamlines project development and improves data entry through real-time validation rules (with automated data type and range checks). REDCap also provides easy data manipulation (with audit trails for reporting, monitoring and querying patient records) and an automated export mechanism to common statistical packages (SPSS, SAS, Stata, R/S-Plus). In addition to traditional data capture functionality, REDCap's survey capabilities are a powerful tool for building and managing online surveys. The data management team can create and design surveys in a web browser and engage potential respondents using a variety of notification methods. All data collection projects rely on a thorough dictionary, defined by all members of the data management team in an iterative, self-

documenting process. This iterative development and testing process results in a well-planned and individualized data collection strategy.

REDCap servers are housed in a local data center at UTHealth Science Center Houston, and all web-based information transmission is encrypted. REDCap was developed specifically around HIPAA-Security guidelines and is recommended to UTHealth Science Center Houston data managers by both our Privacy Office and Institutional Review Board. REDCap has been disseminated for local use at ~3,100 other academic/non-profit consortium partners in 128 countries. The REDCap Consortium currently supports more than 614,000 projects and 834,000 users. More information about the consortium and system security can be found at <http://www.projectredcap.org/>.

Only de-identified aggregate data will be extracted and reported by designated members of the team assigned to this project under the supervision of Elizabeth Newlin M.D. and Leslie Taylor PhD. Only with the permission of Elizabeth Newlin M.D. and under the supervision of the Data Management Supervisor, Deb Little PhD, will anyone be permitted to extract, analyze, and report data relevant to this effort. Deidentified, aggregate data will be sent to the Texas Child Mental Health Consortium for reporting to the legislature.

The TCMHCC central hub is responsible for aggregating the deidentified data from all participating academic health related institutions. Transfer of data to the Texas Child Mental Health Care Consortium (TCMHCC) central hub will occur when deidentified data is placed on an encrypted hard drive which will be delivered by a team member designated by either of the aforementioned three members of the TCHAT leadership team.

The TCMHCC approved a HIPPA and FERPA compliant encrypted, two-factor identification required cloud-based server supported data management system (Trayt Inc.) that includes a patient engagement app for individual item level data entry to further inform delivery of care. All academic health related institutions that are members of the TCMHCC will have the option to migrate data to and begin use of this system to permit for superior uniformity between program data collection and reporting processes once the platform has been prepared for use specifically for the members of the TCMHCC.

ISD Responsibilities:

Schools who sign on to participate in TCHAT agree to provide:

1. A private, safe, designated space for the telepsychiatry visits to occur on the school campus during regular on-campus school hours.
2. A plan for monitoring students for safety during telehealth appointments.
3. A secure, locked storage area for TCHAT program telepsychiatry equipment.
4. A designated member of school personnel to assume responsibility and oversight of the TCHAT program purchased telepsychiatry equipment and will log its condition and secure it in storage.
5. Promotion of the UTHealth Houston Faillace Department of Psychiatry's community

education events as well as those aimed at educators and other school personnel or parents.

6. School counselors attend a recurring UTHealth Houston Faillace Department of Psychiatry one-hour videoconference where the focus is building a learning community and engagement to ensure a successful TCHAT partnership. Project ECHO® is an evidence-based method of disseminating information. CPEs are provided. <https://echo.unm.edu>
7. Sufficient access to staff and parents at times and by means deemed appropriate by school administration to facilitate 'buy-in' for and appropriate use of the TCHAT program.
8. Collaboration with The UTHealth Houston Faillace Department of Psychiatry on the screening, referral, and assessment process with provision of frequent feedback in a continuous quality improvement process.
9. School personnel are asked to identify and screen students that they believe are appropriate for TCHAT.
10. School personnel are asked to obtain verbal consent from the parent or legal guardian and obtain the necessary release of information as per their school district policy and FERPA/HIPPA guidelines.
11. To refer a student to TCHAT, school counselors complete and send a secure electronic/digital TCHAT referral form (see attached draft).
12. Two individuals to participate in either an in person, on-site or virtual training on the use of the telepsychiatry platform and scheduling workflow. We will utilize a train-the-trainer model such that these individuals can then teach others at the school.
13. Two individuals to participate in either an in person, on-site or virtual training on how to support youth and ensure their safety during telepsychiatry appointments.
14. Schools with the highest demand for TCHAT services will be provided with a community health worker to support telepsychiatry appointments.

**CONSIDER APPROVAL OF CSP #11-2020RG FOR
JANE LONG HISTORIC GYM RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Navcon Group for the Jane Long Historic gym renovations in the amount of \$2,801,335 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Competitive Sealed Proposal #11-2020RG was solicited for the Jane Long Historic gym renovations. Five (5) proposals were received on April 23, 2020. Having reviewed the weighted contractor evaluation criteria that was included in the proposal documents, Rice & Gardner and VLK Architect recommends the contract for construction be awarded to the highest ranked firm, Navcon Group. This project is included in the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, contracts will be prepared for execution and Navcon Group will begin the Jane Long Historic 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



June 5, 2020

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

Re: Jane Long Historic Gym
Lamar CISD
Proposal No. CSP No. 11-2020RG
VLK Project No. 1933.00

Dear Mr. McKeever,

On Thursday April 23, 2020 Competitive Sealed Proposals were received at the Lamar CISD Purchasing Warehouse for the Jane Long Historic Gym project. Five (5) offerors submitted proposals as requested. A tabulation of the proposal results is attached.

A Selection Committee made up of District administrators, architects and consultants evaluated the proposals on Friday, April 24, 2020, and ranked them based on the selection criteria published in the Instructions to Offerors section of the Contract Documents.

VLK Architects recommends to the Lamar CISD Board of Trustees, the acceptance of the Selection Committee's recommendation to select Navcon Group, LLC. as the contractor for the Jane Long Historic Gym project in the amount of \$2,801,335.00, which represents the base proposal, plus refurbishing the auditorium seating and Alternate No. 1A, 7 and 11. All parties teamed with Lamar CISD staff to confirm proposals contained fair and accurate pricing, ensuring the maximum value to the District was achieved.

Navcon Group, LLC is a Texas based contractor that has successfully executed numerous construction projects in the state of Texas. Additionally, after discussions with their references, we feel they are well qualified to execute the requirements of the contract.

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

We look forward to a successful partnership with the District and Navcon Group, LLC in the construction of the Jane Long Historic Gym CSP No. 11-2020RG project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Todd J. Lien".

Todd J. Lien, AIA
Managing Partner
Enclosure

Cc: Mr. Jim Rice
Mr. Doug Lacy

BASE PROPOSAL	Base Construction	Frost Construction Company, Inc.	Gadberry Construction	Navcon	Navcon - Post Proposal Addendum	Dunhill Development and Construction
PROPOSAL BOND	Yes	Yes	Yes	Yes	Yes	Yes
BASE PROPOSAL	\$3,497,000.00	\$3,120,000.00	\$3,268,000.00	\$3,118,000.00	\$2,592,335.00	\$3,200,000.00
REFERBISHING OF AUDITORIUM SEATING	\$100,000.00	NO BID	\$129,027.00	\$114,000.00	\$114,000.00	\$20,000.00
ADDENDA ACKNOWLEDGED (1-5)	Yes	Yes	Yes	Yes	Yes	Yes
ALTERNATES	Base Construction	Frost Construction Company, Inc.	Gadberry Construction	Navcon	Navcon - Post Proposal Addendum	Dunhill Development and Construction
ALTERNATE NO. 1A: ALC CONTROLS - NEW SYSTEM	\$105,000.00	\$107,000.00	\$125,592.00	\$109,000.00	\$109,000.00	\$100,000.00
ALTERNATE NO. 1B: CLIMATEC CONTROLS NEW SYSTEM	\$97,000.00	\$100,000.00	\$115,821.00	\$100,000.00		\$120,000.00
ALTERNATE NO. 1C: JCI CONTROLS - NEW SYSTEM	\$100,000.00	NO BID	\$97,000.00	\$128,000.00		\$100,000.00
ALTERNATE NO. 1D: UNIFY CONTROLS - NEW SYSTEM	\$86,000.00	\$88,000.00	\$103,229.00	\$89,000.00		\$100,000.00
ALTERNATE NO. 2A: ALC CONTROLS - REUSE OF EXISTING EQUIPMENT	\$99,000.00	\$101,200.00	\$112,367.00	\$6,000.00		\$100,000.00
ALTERNATE NO. 2B: CLIMATEC CONTROLS - REUSE OF EXISTING EQUIPMENT	\$90,000.00	\$92,400.00	\$102,596.00	\$17,000.00		\$105,000.00
ALTERNATE NO. 2C: JCI CONTROLS - REUSE OF EXISTING EQUIPMENT	\$92,000.00	NO BID	\$121,000.00	\$7,000.00		\$100,000.00
ALTERNATE NO. 2D: UNIFY CONTROLS - REUSE OF EXISTING EQUIPMENT	\$105,000.00	\$94,400.00	\$104,734.00	\$7,000.00		\$100,000.00
ALTERNATE NO. 3: REUSING EXISTING MECHANICAL EQUIPMENT	(\$30,000.00)	(\$100,000.00)	(\$41,527.00)	(\$165,000.00)		(\$100,000.00)
ALTERNATE NO. 4: REFURBISHING OF EXISTING WINDOWS	(\$64,000.00)	NO BID	\$140,459.00	\$20,000.00		\$10,000.00
ALTERNATE NO. 5: REPLACEMENT OF SHINGLE ROOFING	\$54,000.00	NO BID	\$37,457.00	\$76,000.00		\$15,000.00
ALTERNATE NO. 6: REPLACEMENT OF BUILT-UP ROOFING	\$35,000.00	\$82,000.00	\$27,298.00	\$53,500.00		\$5,000.00
ALTERNATE NO. 7: CUSTOM ACME BRICK TO MATCH EXISTING BUFF BLEND	NO BID	NO BID	\$4,896.00	\$11,000.00	\$11,000.00	\$0.00
ALTERNATE NO. 8: CUSTOM KANSAS BRICK & TILE BRICK TO MATCH EXISTING BUFF BLEND	NO BID	NO BID	\$5,496.00	\$11,000.00		\$0.00
ALTERNATE NO. 9: ARBORIST SERVICES FOR 1 YEAR OF TREE MAINTENANCE AND INSPECTION	NO BID	\$15,940.00	\$17,598.00	\$14,000.00		\$20,000.00
ALTERNATE NO. 10: REPLACING AND INSTALLING OF NEW DOWNSPOUTS AND GUTTERS	\$20,000.00	NO BID	\$7,179.00	\$28,700.00		\$20,000.00
ALTERNATE NO. 11: DEDUCT FOR REMOVING DECORATIVE CIRCULAR LIGHTING AND METAL SCREEN AND	(\$10,000.00)	(\$3,000.00)	(\$129,027.00)	(\$15,000.00)	(\$15,000.00)	(\$25,000.00)
ALTERNATE NO. 12: DEDUCT FOR REMOVING DONATION DROP OFF LOOP PAVING AND STORM DRAINS	(\$160,000.00)	(\$75,000.00)	(\$117,802.00)	(\$117,000.00)		(\$15,000.00)
TOTAL BASE PROPOSAL + ACCEPTED ALTERNATES	\$3,597,000.00	\$3,120,000.00	\$3,397,027.00	\$3,232,000.00	\$2,801,335.00	\$3,220,000.00

EVALUATION SUMMARY

Project Name: Jane Long Historic Gym Renovation
Lamar Consolidated Independent School District CSP #11-2020RG
Thursday, April 23rd, 2020 @ 3:00 PM (Same time for Base and Alternates)
Lamar CISD Purchasing Office, 4901 Avenue I, Rosenberg, TX 77471



Offeror	Purchase Price	Purchase Price + (Base Proposal + Selected Alternates)	20 Points	Reputation of the Vendor and the Vendor's Goods and Services	15 Points	Quality of the Vendor's Goods and Services	10 Points	Extent to which the Goods or Services meet the District's Needs	15 Points	Vendor's Past Relationship with the District	5 Points	Proposed Team's Experience and Knowledge Base	15 Points	Vendor's Ability to Service Accounts with Proper Staff and Insurance	10 Points	Safety Record	10 Points	Total Score (Out of 100 Points)	Rank
Bass Construction	\$ 3,692,000.00	17.46	13.00	8.79	13.34	5.00	12.65	10.00	4.00	84.24	N/A								
Frost Construction Company, Inc.	\$ 3,224,000.00	20.00	13.00	8.54	12.50	2.00	12.29	10.00	6.00	84.33	N/A								
Gadberry Construction	\$ 3,398,478.00	18.97	10.50	7.79	11.71	3.00	12.43	6.00	6.00	76.40	2								
Navcon	\$ 3,337,000.00	19.32	10.60	8.00	10.71	2.00	10.43	10.00	6.00	77.06	1								
Dunhill Development and Construction	\$ 3,295,000.00	19.57	10.80	8.00	10.71	2.00	10.43	10.00	4.00	75.51	3								

**CONSIDER APPROVAL OF CSP #16-2020RG FOR
MULTI-PURPOSE AND ORCHESTRA ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Bass Construction for the multi-purpose and orchestra additions and renovations in the amount of \$7,968,955 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Competitive Sealed Proposal #16-2020RG was solicited for the multi-purpose and orchestra additions and renovations. Two (2) proposals were received on May 7, 2020. Having reviewed the weighted contractor evaluation criteria that was included in the proposal documents, Rice & Gardner and PBK Architects recommends the contract for construction be awarded to the highest ranked firm, Bass Construction. This project is included in the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, contracts will be prepared for execution and Bass Construction will begin the multi-purpose additions at Foster High School, Fulshear High School, and George Ranch High School; and orchestra additions and renovations at Wessendorff Middle School, Wertheimer Middle School, Polly Ryon Middle School, and Navarro Middle 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

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

June 3, 2020

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

VIA: E-MAIL



RE: New Multi-Purpose and Orchestra Room Additions
Lamar Consolidated Independent School District
LCISD CSP Number: 16-2020RG
PBK Project Number: 19370

Dear Mr. McKeever,

On Thursday, May 7, 2020, competitive sealed proposals were received in the District's Service Center for the New Multi-Purpose and Orchestra Room Additions project. Two (2) offerors submitted proposals as requested. A tabulation of the proposal results is attached.

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

PBK, therefore, recommends to the Lamar Consolidated Independent School District's Board of Trustees the acceptance of the Selection Committee's recommendation to select Bass Construction Company as the contractor for the New Multi-Purpose and Orchestra Room Additions project in the amount of \$7,968,955.00, which represents the Base Proposal.

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

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

We look forward to a successful partnership with the District and Bass Construction Company in the construction of this project for the Lamar Consolidated Independent School District.

Sincerely,

A handwritten signature in blue ink that reads "Lorin Y Pargoud".

Lorin Y Pargoud
Principal

Cc: Mr. Scot Hartfiel, Lamar CISD
Mr. Jim Rice, Rice & Gardner
Mr. Doug Lacy, Rice & Gardner
Ms. Kristian Waller, Rice & Gardner
Mr. Rick Blan, PBK
Mr. Eric Smith, PBK

PROPOSAL TABULATION SHEET

CSP #16-2020RG Multi-Purpose and Orchestra Additions

Lamar Consolidated Independent School District

Lamar CISD Purchasing Office, 4901 Avenue I, Rosenberg, TX 77471

Thursday, May 7th, 2020 @ 2:00 PM



BASE PROPOSAL	Bass Construction	Bass Construction - Post Proposal Addendum	Gadberry Construction
Proposal Bond Yes / No	Yes	Yes	Yes
Multi-Purpose Room Additions Foster High School, George Ranch High School and Fulshear High School and Additional Parking at Foster High School	\$4,477,000.00	\$4,000,729.00	\$4,377,972.00
Orchestra Room Additions Navarro Middle School, Wessendorff Middle School, Wertheimer Middle School and Polly Ryan Middle School	\$4,477,000.00	\$3,968,226.00	\$4,743,983.00
Addenda Acknowledged (1-5) Yes / No	Yes	Yes	Yes
TOTAL BASE PROPOSAL	\$8,954,000.00	\$7,968,955.00	\$9,121,955.00

EVALUATION SUMMARY

CSP #16-2020RC Multi-Purpose and Orchestra Additions
Lamar Consolidated Independent School District
Lamar CISD Purchasing Office, 4901 Avenue I, Rosenberg, TX 77471
Thursday, May 7th, 2020 @ 2:00 PM



OFFEROR	PURCHASE PRICE	1	2	3	4	5	6	7	8	TOTAL SCORE	OVERALL RANKING
		Purchase Price from Tabulation (Base Proposal + Selected Alternates) 20 Points	Reputation of the Vendor and the Vendor's Goods and Services 15 Points	Quality of the Vendor's Goods and Services 10 Points	Extent to which the Goods or Services meet the District's Needs 15 Points	Vendor's Past Relationship with the District 5 Points	Proposed Team's Experience and Knowledge Base 15 Points	Vendor's Ability to Service Accounts with Proper Staff and Insurance 10 Points	Safety Record 10 Points		
Bass Construction	\$8,954,000.00	20.00	8.67	8.38	12.13	5.00	12.25	10.00	6.00	82.42	1.00
Gadberry Construction	\$9,121,955.00	19.63	9.86	7.46	10.57	3.00	11.00	10.00	6.00	77.52	2.00

**CONSIDER APPROVAL OF COMMISSIONING AGENT FOR
MULTI-PURPOSE AND ORCHESTRA ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Estes, McClure & Associates as commissioning agent for multi-purpose and orchestra additions and renovations in the amount of \$13,000 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Commissioning agent services are a professional service that the District must contract directly. At the April 21, 2016 Board Meeting, the Board approved RFQ #10-2016VRG that selected Estes, McClure & Associates, Inc as an approved HVAC Engineering Service provider. These funds were allocated within the 2017 Bond Budget.

- Fulshear High School \$1,858
- Foster High School \$1,857
- George Ranch High School \$1,857
- Ryon Middle School \$1,857
- Wertheimer Middle School \$1,857
- Wessendorff Middle School \$1,857
- Navarro Middle School \$1,857

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
 Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

COMMISSIONING PROPOSAL

Multipurpose and Orchestra Additions
Multi Campus
Lamar Consolidated ISD



Mr. Kevin McKeever
Administrator of Operations
3911 Avenue I
Rosenberg, TX 77471

Please find the attached proposal for Commissioning services on the Lamar High School and Junior High School Package 2 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
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:
Multipurpose and Orchestra Additions - Lamar CISD.

Owner:
Lamar Consolidated Independent School District

Engineer:
Estes, McClure, & Associates, Inc.

Project Title:
Commissioning of the Multipurpose and Orchestra Additions

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 Control Systems

BASIC COMMISSIONING SCOPE OF SERVICES

For this project, we will perform the following services:

- Commissioning Plan -Provide Commissioning Plan for project and update throughout process.
- Submittal Review
Review submittals of commissioned systems in accordance to design intent and Lamar CISD Guidelines.
- 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%
 - VRF System – 60%
 - Fan Coil Units – 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.

ENERGY CODE COMPLIANCE

For this project, we will perform the following services:

- Review the construction documents, International Energy Code (IECC) Comcheck files, and supporting documents as submitted by the project Architect/Engineer for compliance with the IECC and AHJ. EMA will provide preliminary written comments reflecting any issues identified. Comments will include suggested directions to achieve compliance for all identified Issues.
- Visit the project site as required to review the construction procedures, equipment, and systems to verify they comply with the Comcheck files, IECC and City requirements.
- Provide completed compliance form as required by City.

COMMISSIONING and ENERGY CODE COMPLIANCE FEE

<u>Fulshear High School Fee</u>	<u>\$ 1,858</u>
<u>Foster High School Fee</u>	<u>\$ 1,857</u>
<u>George Ranch High School Fee</u>	<u>\$ 1,857</u>
<u>Polly Ryon Middle School Fee</u>	<u>\$ 1,857</u>
<u>Werthiemer Middle School Fee</u>	<u>\$ 1,857</u>
<u>Wessendorf Middle School Fee</u>	<u>\$ 1,857</u>
<u>Navarro Middle School Fee</u>	<u>\$ 1,857</u>

Total Combined Fee: \$13,000

*The above Total Combined Fee includes commissioning and energy code services for all the 7 campuses referenced above.

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.

05/26/2020
(Date)

Accepted by:

(Signature)

(Print)

(Date)

**CONSIDER APPROVAL OF HVAC TEST AND BALANCE SERVICE FOR
MULTI-PURPOSE AND ORCHESTRA ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Engineered Air Balance for the HVAC test and balance service for the multi-purpose and orchestra additions and renovations in the amount of \$21,595 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.

- Foster High School \$2,920
- Fulshear High School \$2,920
- George Ranch High School \$2,920
- Navarro Middle School \$3,360
- Ryon Middle School \$3,155
- Wertheimer Middle School \$3,160
- Wessendorff Middle School \$3,160

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 the multi-purpose and orchestra additions and renovations.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



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

Proposal No. 2200199-01-1-2

TO: Lamar CISD Bond Program
4907 Avenue I
Rosenberg, Texas 77471

RE: Lamar CISD Multipurpose &
Orchestra Additions -
Foster HS TAB

ATTENTION: Kristian Waller

DATE: June 5, 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 May 6, 2020 (Updated to Addendum 5) and Specification Section 23 05 93 entitled "Testing, Adjusting and Balancing for HVAC."

Table with 2 columns: Description and Price. Items include Testing, Adjusting and Balancing per AABC Standards (\$2,170.00), Control Sequence Verification (\$500.00), Field Document Preparation (\$150.00), and Final Report Preparation (\$100.00). Total price for the above services is \$2,920.00.

Exclusions / Notifications

- 1. This estimate assumes provisions to Engineered Air Balance Co., Inc. for direct access (hardware, software and technical assistance) to all parts and aspects of the control system for balancing purposes, control verification and all follow-up services at no additional cost to Engineered Air Balance Co., Inc. for the duration of the project.
2. This estimate includes a one-time follow-up re-verification of discrepancies noted by Engineered Air Balance Co., Inc. If discrepancies are found still outstanding, additional re-verification will be charged at our hourly rate plus expenses (in addition to the total estimate for this project).
3. Engineered Air Balance Co., Inc. is not responsible for the scheduling, construction, readiness, start-up or delays by the Contractor or Sub-Contractors and cannot control the availability of systems for testing and balancing services. All scheduled related damages beyond our control are excluded.

4. This proposal is based off the project being ready for test and balance by having all HVAC equipment installed and functional prior to our arrival. If a project is found to be "not ready" for test and balance activities, an additional charge may be assessed for return trips at our hourly rate plus expenses (in addition to the total estimate for this project).

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.



Gar Conaway
Sales Manager

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Approved by:

Ms. Joy Williams - Board President



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

Proposal No. 2200199-1-2

TO: Lamar CISD Bond Program
 4907 Avenue I
 Rosenberg, Texas 77471

RE: Lamar CISD Multipurpose &
 Orchestra Additions -
 Fulshear HS TAB

ATTENTION: Kristian Waller

DATE: June 5, 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 May 6, 2020 (Updated to Addendum 5) and Specification Section 23 05 93 entitled "Testing, Adjusting and Balancing for HVAC."

1.	Testing, Adjusting and Balancing per AABC Standards	\$ 2,170.00
2.	Control Sequence Verification	\$ 500.00
3.	Field Document Preparation	\$ 150.00
4.	Final Report Preparation	\$ 100.00
TOTAL PRICE FOR THE ABOVE SERVICES		\$ 2,920.00

Exclusions / Notifications

1. This estimate assumes provisions to Engineered Air Balance Co., Inc. for direct access (hardware, software and technical assistance) to all parts and aspects of the control system for balancing purposes, control verification and all follow-up services at no additional cost to Engineered Air Balance Co., Inc. for the duration of the project.
2. This estimate includes a one-time follow-up re-verification of discrepancies noted by Engineered Air Balance Co., Inc. If discrepancies are found still outstanding, additional re-verification will be charged at our hourly rate plus expenses (in addition to the total estimate for this project).
3. Engineered Air Balance Co., Inc. is not responsible for the scheduling, construction, readiness, start-up or delays by the Contractor or Sub-Contractors and cannot control the availability of systems for testing and balancing services. All scheduled related damages beyond our control are excluded.

4. This proposal is based off the project being ready for test and balance by having all HVAC equipment installed and functional prior to our arrival. If a project is found to be "not ready" for test and balance activities, an additional charge may be assessed for return trips at our hourly rate plus expenses (in addition to the total estimate for this project).

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.



Gar Conaway
Sales Manager

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Approved By:

Ms. Joy Williams - Board President



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

Proposal No. 2200199-02-1-2

TO: Lamar CISD Bond Program
 4907 Avenue I
 Rosenberg, Texas 77471

RE: Lamar CISD Multipurpose &
 Orchestra Additions -
 George Ranch HS TAB

ATTENTION: Kristian Waller

DATE: June 5, 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 May 6, 2020 (Updated to Addendum 5) and Specification Section 23 05 93 entitled "Testing, Adjusting and Balancing for HVAC."

1.	Testing, Adjusting and Balancing per AABC Standards	\$ 2,170.00
2.	Control Sequence Verification	\$ 500.00
3.	Field Document Preparation	\$ 150.00
4.	Final Report Preparation	\$ 100.00
TOTAL PRICE FOR THE ABOVE SERVICES		\$ 2,920.00

Exclusions / Notifications

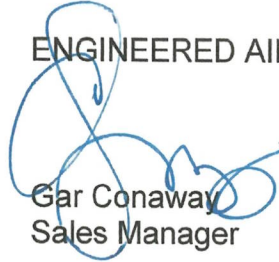
1. This estimate assumes provisions to Engineered Air Balance Co., Inc. for direct access (hardware, software and technical assistance) to all parts and aspects of the control system for balancing purposes, control verification and all follow-up services at no additional cost to Engineered Air Balance Co., Inc. for the duration of the project.
2. This estimate includes a one-time follow-up re-verification of discrepancies noted by Engineered Air Balance Co., Inc. If discrepancies are found still outstanding, additional re-verification will be charged at our hourly rate plus expenses (in addition to the total estimate for this project).
3. Engineered Air Balance Co., Inc. is not responsible for the scheduling, construction, readiness, start-up or delays by the Contractor or Sub-Contractors and cannot control the availability of systems for testing and balancing services. All scheduled related damages beyond our control are excluded.

4. This proposal is based off the project being ready for test and balance by having all HVAC equipment installed and functional prior to our arrival. If a project is found to be "not ready" for test and balance activities, an additional charge may be assessed for return trips at our hourly rate plus expenses (in addition to the total estimate for this project).

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.



Gar Conaway
Sales Manager

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Approved By:

Ms. Joy Williams - Board President



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

Proposal No. 2200199-06-1-2

TO: Lamar CISD Bond Program
 4907 Avenue I
 Rosenberg, Texas 77471

RE: Lamar CISD Multipurpose &
 Orchestra Additions -
 Navarro MS TAB

ATTENTION: Kristian Waller

DATE: June 5, 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 May 6, 2020 (Updated to Addendum 5) and Specification Section 23 05 93 entitled "Testing, Adjusting and Balancing for HVAC."

1. Testing, Adjusting and Balancing per AABC Standards	\$ 2,310.00
2. Control Sequence Verification	\$ 800.00
3. Field Document Preparation	\$ 150.00
4. Final Report Preparation	\$ 100.00
TOTAL PRICE FOR THE ABOVE SERVICES.....	\$ 3,360.00

Exclusions / Notifications

1. This estimate assumes provisions to Engineered Air Balance Co., Inc. for direct access (hardware, software and technical assistance) to all parts and aspects of the control system for balancing purposes, control verification and all follow-up services at no additional cost to Engineered Air Balance Co., Inc. for the duration of the project.
2. This estimate includes a one-time follow-up re-verification of discrepancies noted by Engineered Air Balance Co., Inc. If discrepancies are found still outstanding, additional re-verification will be charged at our hourly rate plus expenses (in addition to the total estimate for this project).
3. Engineered Air Balance Co., Inc. is not responsible for the scheduling, construction, readiness, start-up or delays by the Contractor or Sub-Contractors and cannot control the availability of systems for testing and balancing services. All scheduled related damages beyond our control are excluded.

4. This proposal is based off the project being ready for test and balance by having all HVAC equipment installed and functional prior to our arrival. If a project is found to be "not ready" for test and balance activities, an additional charge may be assessed for return trips at our hourly rate plus expenses (in addition to the total estimate for this project).

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.



Gar Conaway
Sales Manager

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Approved by:

Ms. Joy Williams - Board President



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

Proposal No. 2200199-03-1-2

TO: Lamar CISD Bond Program
4907 Avenue I
Rosenberg, Texas 77471

RE: Lamar CISD Multipurpose &
Orchestra Additions -
Polly Ryon MS TAB

ATTENTION: Kristian Waller

DATE: June 5, 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 May 6, 2020 (Updated to Addendum 5) and Specification Section 23 05 93 entitled "Testing, Adjusting and Balancing for HVAC."

1. Testing, Adjusting and Balancing per AABC Standards	\$ 2,205.00
2. Control Sequence Verification	\$ 700.00
3. Field Document Preparation	\$ 150.00
4. Final Report Preparation	\$ 100.00

TOTAL PRICE FOR THE ABOVE SERVICES.....\$ 3,155.00

Exclusions / Notifications

1. This estimate assumes provisions to Engineered Air Balance Co., Inc. for direct access (hardware, software and technical assistance) to all parts and aspects of the control system for balancing purposes, control verification and all follow-up services at no additional cost to Engineered Air Balance Co., Inc. for the duration of the project.
2. This estimate includes a one-time follow-up re-verification of discrepancies noted by Engineered Air Balance Co., Inc. If discrepancies are found still outstanding, additional re-verification will be charged at our hourly rate plus expenses (in addition to the total estimate for this project).
3. Engineered Air Balance Co., Inc. is not responsible for the scheduling, construction, readiness, start-up or delays by the Contractor or Sub-Contractors and cannot control the availability of systems for testing and balancing services. All scheduled related damages beyond our control are excluded.

4. This proposal is based off the project being ready for test and balance by having all HVAC equipment installed and functional prior to our arrival. If a project is found to be "not ready" for test and balance activities, an additional charge may be assessed for return trips at our hourly rate plus expenses (in addition to the total estimate for this project).

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.



Gar Conaway
Sales Manager

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Approved by:

Ms. Joy Williams - Board President



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

Proposal No. 2200199-04-1-2

TO: Lamar CISD Bond Program
 4907 Avenue I
 Rosenberg, Texas 77471

RE: Lamar CISD Multipurpose &
 Orchestra Additions -
 Werthiemer MS TAB

ATTENTION: Kristian Waller

DATE: June 5, 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 May 6, 2020 (Updated to Addendum 5) and Specification Section 23 05 93 entitled "Testing, Adjusting and Balancing for HVAC."

1.	Testing, Adjusting and Balancing per AABC Standards	\$ 2,210.00
2.	Control Sequence Verification	\$ 700.00
3.	Field Document Preparation	\$ 150.00
4.	Final Report Preparation	\$ 100.00
TOTAL PRICE FOR THE ABOVE SERVICES.....		\$ 3,160.00

Exclusions / Notifications

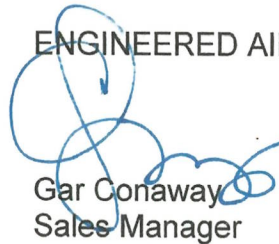
1. This estimate assumes provisions to Engineered Air Balance Co., Inc. for direct access (hardware, software and technical assistance) to all parts and aspects of the control system for balancing purposes, control verification and all follow-up services at no additional cost to Engineered Air Balance Co., Inc. for the duration of the project.
2. This estimate includes a one-time follow-up re-verification of discrepancies noted by Engineered Air Balance Co., Inc. If discrepancies are found still outstanding, additional re-verification will be charged at our hourly rate plus expenses (in addition to the total estimate for this project).
3. Engineered Air Balance Co., Inc. is not responsible for the scheduling, construction, readiness, start-up or delays by the Contractor or Sub-Contractors and cannot control the availability of systems for testing and balancing services. All scheduled related damages beyond our control are excluded.

4. This proposal is based off the project being ready for test and balance by having all HVAC equipment installed and functional prior to our arrival. If a project is found to be "not ready" for test and balance activities, an additional charge may be assessed for return trips at our hourly rate plus expenses (in addition to the total estimate for this project).

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.



Gar Conaway
Sales Manager

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Approved By:

Ms. Joy Williams - Board President



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

Proposal No. 2200199-05-1-2

TO: Lamar CISD Bond Program
 4907 Avenue I
 Rosenberg, Texas 77471

RE: Lamar CISD Multipurpose &
 Orchestra Additions -
 Wessendorf MS TAB

ATTENTION: Kristian Waller

DATE: June 5, 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 May 6, 2020 (Updated to Addendum 5) and Specification Section 23 05 93 entitled "Testing, Adjusting and Balancing for HVAC."

1.	Testing, Adjusting and Balancing per AABC Standards	\$ 2,210.00
2.	Control Sequence Verification	\$ 700.00
3.	Field Document Preparation	\$ 150.00
4.	Final Report Preparation	\$ 100.00
TOTAL PRICE FOR THE ABOVE SERVICES.....		\$ 3,160.00

Exclusions / Notifications

1. This estimate assumes provisions to Engineered Air Balance Co., Inc. for direct access (hardware, software and technical assistance) to all parts and aspects of the control system for balancing purposes, control verification and all follow-up services at no additional cost to Engineered Air Balance Co., Inc. for the duration of the project.
2. This estimate includes a one-time follow-up re-verification of discrepancies noted by Engineered Air Balance Co., Inc. If discrepancies are found still outstanding, additional re-verification will be charged at our hourly rate plus expenses (in addition to the total estimate for this project).
3. Engineered Air Balance Co., Inc. is not responsible for the scheduling, construction, readiness, start-up or delays by the Contractor or Sub-Contractors and cannot control the availability of systems for testing and balancing services. All scheduled related damages beyond our control are excluded.

4. This proposal is based off the project being ready for test and balance by having all HVAC equipment installed and functional prior to our arrival. If a project is found to be "not ready" for test and balance activities, an additional charge may be assessed for return trips at our hourly rate plus expenses (in addition to the total estimate for this project).

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.



Gar Conaway
Sales Manager

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Approved By:

Ms. Joy Williams - Board President

**CONSIDER APPROVAL OF GUARANTEED MAXIMUM PRICE AMENDMENT TO
THE CONTRACT WITH DRYMALLA CONSTRUCTION COMPANY FOR THE LAMAR
CONSOLIDATED HIGH SCHOOL AND LAMAR JUNIOR HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve an amendment to the contract with Drymalla Construction Company to establish the Guaranteed Maximum Price (GMP) No. 2 for project No. 1 for the additions and renovations of Lamar Consolidated High School and Lamar Junior High School in the amount of \$13,295,104.

IMPACT/RATIONALE:

PBK Architects, Inc. will be presenting the Guaranteed Maximum Price Amendment No. 2 to the contract with Drymalla Construction Company. Drymalla Construction Company is the Construction Manager at Risk for Project No. 1 for the additions and renovations of the Lamar Consolidated High School and Lamar Junior High School. This amendment will establish the second and final GMP. Funds for this project are budgeted in the 2017 Bond program.

PROGRAMM DESCRIPTION:

The 2017 Bond Referendum included the construction of the additions and renovations of the Lamar Consolidated High School and Lamar Junior High School. At the regular board meeting on December 19, 2019 the Board approved Drymalla Construction Company as the Construction Manager at Risk for this project. Upon approval of the GMP No. 2, Drymalla Construction Company will begin the additions and renovations of Lamar Consolidated High School and Lamar Junior High School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

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

June 4, 2020



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

RE: Package 2 – Lamar Junior High School HVAC and Lamar Consolidated High School Visitors Field House, Sub Varsity Competition Field and Field House and Site Paving and Drainage Improvements
Lamar Consolidated Independent School District
LCISD RFP Number: 03-2020RG
PBK Project Number: 19308

Dear Mr. McKeever,

On Wednesday, May 20, 2020, Drymalla Construction Company, Inc., the Construction Manager at Risk received proposals at their office for the Lamar High School and Lamar Junior High School Additions and Renovations – Package 2 project. Based on a thorough review of the proposals submitted, PBK hereby recommends acceptance of the proposal outlined below.

Base Proposal	\$12,525,993.00
Alternate No. 3: HVAC Equipment	\$741,534.00
Alternate No. 5: Relocate Existing Electrical Service	\$27,577.00
Total Base Proposal with Alternates	\$13,295,104.00

The guaranteed maximum price shown above includes work that is a part of GMP Package No. 2, which includes the HVAC work at Lamar Junior High School, paving and site drainage improvements, the visitors field house and the sub varsity competition field and associated field house.

We would like to express our sincere thanks to you, the Board of Trustees, Dr. Randle and all of the Lamar Consolidated Independent School District staff for your assistance during the planning phase of this project. If you have any questions concerning this issue or our recommendation, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink that reads 'Lorin Y. Pargoud'.

Lorin Y. Pargoud
Principal

cc: Mr. Chris Juntti, LCISD
Mr. Anthony Wolverson, LCISD
Mr. Scot Hartfiel, LCISD
Mr. Jim Rice, Rice & Gardner
Mr. Douglas Walker-Rice, Rice & Gardner
Ms. Kayla Schilhab, Rice & Gardner
Mr. Rick Blan, PBK
Mr. Trey Schneider, PBK Sports
Mr. Eric Smith, PBK

DRYMALLA
Construction Company

June 16, 2020

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

Attn: Dr. Thomas Randle
Superintendent


Re: Guaranteed Maximum Price for Lamar Consolidated High School and Lamar Junior High School Renovations and Additions, Athletic Complex and Junior High HVAC Phase 2.

Drymalla Construction Company, Inc., is pleased to present a Guaranteed Maximum Price in the amount of Thirteen Million, Two Hundred Ninety Five Thousand, One Hundred Four Dollars (\$13,295,104.00) for the Lamar Consolidated High School and Lamar Junior High Additions and Renovations, Athletic Complex and Junior High HVAC Phase 2.

This proposal is based on plans and specifications provided by PBK Architects dated April 28, 2020.

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

Sincerely,



Russell R. Klaus
President
Drymalla Construction Company, Inc.

**CONSIDER APPROVAL OF MATERIALS TESTING FOR LAMAR CONSOLIDATED
HIGH SCHOOL AND LAMAR JUNIOR HIGH SCHOOL
ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Terracon, Inc. for materials testing for the Lamar Consolidated High School and Lamar Junior High School additions and renovations in the total amount of \$93,200 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. Terracon is currently providing material testing services for the additions and renovations Lamar Consolidated High School and Lamar Junior High School for the scope included in GMP No. 1. 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 Lamar Consolidated High School and Lamar Junior High School additions and renovations.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



May 7, 2020

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

Subject: Proposal for Construction Materials Testing Services
Lamar Consolidated HS and JH Site Additions & Renovations – Package 2
4606 Mustang Avenue
Rosenberg, Texas 77471
Terracon Proposal No. 92201252

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 4606 Mustang Avenue in Rosenberg, Texas. The project involves the renovations to the HVAC at the junior high, construction of new field houses & turf field at the high school, and site wide paving & drainage improvements. The new field house foundations will consist of drilled and underreamed with a structural slab. The field house superstructure will consist of structural steel and structural masonry. We understand that the site wide paving will include concrete and asphalt paving.

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

- Construction drawing prepared by PBK dated April 28, 2020;
- Project Manual prepared by PBK dated April 28, 2020.

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

B) SCOPE OF SERVICES

Terracon prepared the following scope of services based on our review and understanding of the 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 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.

Masonry:

1. Observe and document the condition of storage areas for masonry materials.
2. Observe and document the mixing proportions of mortar and grout used during construction.
3. Observe the reinforcing steel in CMU walls and bond beams.
4. Sample fresh mortar materials from the project site and prepare lab molded mortar cubes for compressive strength tests (ASTM C270 and C109).
5. Sample the fresh grout during construction and cast grout prisms (ASTM C1019) for compressive strength tests.

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.

Scheduling Retests:

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

Additional Services:

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

C) REPORTING

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

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

Field testing services will be provided on an “as requested” basis when scheduled by your representative. A 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.

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

D) COMPENSATION

Based on the project information available for our review, we propose an estimate cost of **\$93,200 total (\$48,000 for the high school sports additions, \$4,200 for the junior high HVAC improvements, and \$41,000 for the site wide paving & drainage improvements)**. 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. **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.**

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

Proposal for Construction Materials Testing Services

Lamar Consolidated HS and JH – Package 2 ■ Rosenberg, Texas

May 7, 2020 ■ Terracon Proposal No. P92201252



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.
(Texas 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, PE, PMP
Senior Materials Engineer

Attachments:

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

BUDGET ESTIMATE
LAMAR CONSOLIDATED HS and JH SITE ADDITIONS & RENOVATIONS - PACKAGE 2
TERRACON PROPOSAL NO. P92201252

Service	Quantity	Unit	Unit Rate	Estimate
BUILDING STRUCTURE (Lamar Consolidated High School)				
Earthwork Observation and Testing. (Building Subgrade and Pad Compaction/Testing)				
Engineering Technician	48	hour	\$47.00	\$2,256.00
Engineering Technician OT	12	hour	\$70.50	\$846.00
Vehicle Charge	6	trip	\$50.00	\$300.00
Nuclear Gauge Charge	6	trip	\$60.00	\$360.00
Moisture Density Relationship (ASTM D698, D558)	2	each	\$150.00	\$300.00
Atterberg Limits (ASTM D4318)	2	each	\$50.00	\$100.00
			Sub-total	\$4,162.00
Foundation Observation and Testing (Piers, Grade Beams and SOG)				
Engineering Technician	84	hour	\$47.00	\$3,948.00
Engineering Technician, OT	28	hour	\$70.50	\$1,974.00
Vehicle Charge	14	trip	\$50.00	\$700.00
Concrete Test Cylinders (ASTM C39) 4 cyl/set	64	each	\$16.00	\$1,024.00
Sample Pick-up	14	trip	\$120.00	\$1,680.00
			Sub-total	\$9,326.00
Masonry Observation and Testing				
Engineering Technician	24	hour	\$47.00	\$1,128.00
Mortar Cubes (ASTM C109) 6/set	4	set	\$120.00	\$480.00
Grout Prisms (ASTM C1019) 6/set	4	set	\$120.00	\$480.00
Vehicle Charge	4	trip	\$50.00	\$200.00
Sample Pick-up	4	trip	\$120.00	\$480.00
			Sub-total	\$2,768.00
Structural Steel Inspection				
Engineering Technician	24	hour	\$100.00	\$2,400.00
Vehicle Charge	5	trip	\$50.00	\$250.00
Ultrasonic Equipment	2	day	\$125.00	\$250.00
			Sub-total	\$2,900.00



BUDGET ESTIMATE
LAMAR CONSOLIDATED HS and JH SITE ADDITIONS & RENOVATIONS - PACKAGE 2
TERRACON PROPOSAL NO. P92201252

Service	Quantity	Unit	Unit Rate	Estimate
SITWORK OBSERVATION AND TESTING (Lamar Consolidated High School Sports Addition)				
Earthwork Observation and Testing (Utility Backfill and Paving Subgrade)				
Engineering Technician	20	hour	\$47.00	\$940.00
Engineering Technician, OT	50	hour	\$70.50	\$3,525.00
Vehicle Charge	25	day	\$50.00	\$1,250.00
Nuclear Gauge Charge	25	day	\$60.00	\$1,500.00
Compressive Strength of Cement Stabilized Sand	10	each	\$60.00	\$600.00
Moisture Density Relationship (ASTM D698, D558)	4	each	\$150.00	\$600.00
Atterberg Limits (ASTM D4318)	4	each	\$50.00	\$200.00
			Sub-total	\$8,615.00
Cast-in-Place Concrete Observation and Testing (Driveway, Parking Lot Paving, and Misc.)				
Engineering Technician	119	hour	\$47.00	\$5,593.00
Engineering Technician, OT	42	hour	\$70.50	\$2,961.00
Vehicle Charge	20	day	\$50.00	\$1,000.00
Concrete Test Cylinders (ASTM C39)	150	each	\$16.00	\$2,400.00
Sample Pick-up	20	trip	\$120.00	\$2,400.00
			Sub-total	\$14,354.00
PROJECT MANAGEMENT AND ADMINISTRATION				
Project Manager, per hour	47	hour	\$125.00	\$5,875.00
			Sub-total	\$5,875.00
Estimated Project Total				\$48,000



BUDGET ESTIMATE
LAMAR CONSOLIDATED HS and JH SITE ADDITIONS & RENOVATIONS - PACKAGE 2
TERRACON PROPOSAL NO. P92201552

Service	Quantity	Unit	Unit Rate	Estimate
BUILDING STRUCTURE (Lamar Consolidated Junior High HVAC)				
Structural Steel Inspection				
Engineering Technician	36	hour	\$100.00	\$3,600.00
Vehicle Charge	7	trip	\$50.00	\$350.00
Ultrasonic Equipment	2	day	\$125.00	\$250.00
			Sub-total	\$4,200.00
Estimated Project Total				\$4,200



BUDGET ESTIMATE
LAMAR CONSOLIDATED HS and JH SITE ADDITIONS & RENOVATIONS - PACKAGE 2
TERRACON PROPOSAL NO. P92201252

Service	Quantity	Unit	Unit Rate	Estimate
SITework OBSERVATION AND TESTING (Lamar Consolidated HS & JH Sitework)				
Earthwork Observation and Testing (Utility Backfill and Paving Subgrade)				
Engineering Technician	128	hour	\$47.00	\$6,016.00
Engineering Technician, OT	32	hour	\$70.50	\$2,256.00
Vehicle Charge	16	day	\$50.00	\$800.00
Nuclear Gauge Charge	16	day	\$60.00	\$960.00
Compressive Strength of Cement Stabilized Sand	8	each	\$60.00	\$480.00
Moisture Density Relationship (ASTM D698, D558)	4	each	\$150.00	\$600.00
Atterberg Limits (ASTM D4318)	3	each	\$50.00	\$150.00
			Sub-total	\$11,262.00
Cast-in-Place Concrete Observation and Testing (Driveway, Parking Lot Paving, and Misc.)				
Engineering Technician	120	hour	\$47.00	\$5,640.00
Engineering Technician, OT	60	hour	\$70.50	\$4,230.00
Vehicle Charge	20	day	\$50.00	\$1,000.00
Concrete Test Cylinders (ASTM C39)	158	each	\$16.00	\$2,528.00
Sample Pick-up	21	trip	\$120.00	\$2,520.00
			Sub-total	\$15,918.00
Asphalt Observation and Testing				
Engineering Technician	80	hour	\$47.00	\$3,760.00
Engineering Technician OT	20	hour	\$70.50	\$1,410.00
Vehicle Charge	11	trip	\$50.00	\$550.00
Nuclear Gauge Charge	11	trip	\$60.00	\$660.00
Extraction/Gradation (TEX 210F)	5	each	\$170.00	\$850.00
Stability (TEX 208F)	5	each	\$92.00	\$460.00
Bulk Density (TEX 206F)	5	each	\$52.00	\$260.00
Molding Specimens (TEX 208F)	5	each	\$61.00	\$305.00
Maximum Theoretical density (TEX 227F)	5	each	\$88.00	\$440.00
			Sub-total	\$8,695.00
PROJECT MANAGEMENT AND ADMINISTRATION				
Project Manager, per hour	41	hour	\$125.00	\$5,125.00
			Sub-total	\$5,125.00
Estimated Project Total				\$41,000

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 Lamar Consolidated HS and JH Site Additions & Renovations – Package 2 project ("Project"), as described in Consultant's Proposal dated 05/07/2020 ("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: **5/7/2020**
 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 SERVICE
FOR LAMAR CONSOLIDATED HIGH SCHOOL AND
LAMAR JUNIOR HIGH ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Engineered Air Balance for the HVAC test and balance service for the HVAC Web Controls at Lamar Consolidated High School and Lamar Junior High School additions and renovations Package #1 and Package #2 in the amount of \$86,220 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.

- Package #1 Lamar CHS and Lamar JHS \$60,675
- Package #2 Lamar CHS Sports Addition \$25,545

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 the additions and renovations at Lamar Consolidated High School and Lamar Junior High School.

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

Recommended for approval:

Thomas Randle

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. 2200206

TO: Lamar CISD
 3911 Avenue I
 Rosenberg, Texas 77471

RE: Lamar CISD PKG1 Lamar
 Consolidate HS & Lamar JHS
 Renovations & Additions

ATTENTION: Kevin McKeever

DATE: June 3, 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 May 20, 2020 (Issue for Construction) and Specification Section 23 05 93 entitled "Testing, Adjusting and Balancing for HVAC."

Lamar Consolidated HS (2200206-1-2)

1.	Testing, Adjusting and Balancing per AABC Standards	\$ 34,175.00
2.	Control Sequence Verification	\$ 6,400.00
3.	Point to Point Verification	\$ 3,200.00
4.	Field Document Preparation	\$ 2,515.00
5.	Final Report Preparation	\$ 1,685.00
Total price for the above services		\$ 47,975.00

Lamar JHS (2200206-01-1-2)

1.	Testing, Adjusting and Balancing per AABC Standards	\$ 8,950.00
2.	Control Sequence Verification	\$ 1,700.00
3.	Point to Point Verification	\$ 900.00
4.	Field Document Preparation	\$ 450.00
5.	Final Report Preparation	\$ 700.00
Total price for the above services		\$ 12,700.00

TOTAL PRICE FOR ALL OF THE ABOVE PKG1 SERVICES \$ 60,675.00

Exclusions / Notifications

1. This estimate assumes provisions to Engineered Air Balance Co., Inc. for direct access (hardware, software and technical assistance) to all parts and aspects of the control system for balancing purposes, control verification and all follow-up services at no additional cost to Engineered Air Balance Co., Inc. for the duration of the project.
2. This estimate includes a one-time follow-up re-verification of discrepancies noted by Engineered Air Balance Co., Inc. If discrepancies are found still outstanding, additional re-verification will be charged at our hourly rate plus expenses (in addition to the total estimate for this project).
3. Engineered Air Balance Co., Inc. is not responsible for the scheduling, construction, readiness, start-up or delays by the Contractor or Sub-Contractors and cannot control the availability of systems for testing and balancing services. All scheduled related damages beyond our control are excluded.
4. This proposal is based off the project being ready for test and balance by having all HVAC equipment installed and functional prior to our arrival. If a project is found to be "not ready" for test and balance activities, an additional charge may be assessed for return trips at our hourly rate plus expenses (in addition to the total estimate for this project).

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.


Gar Conaway
Sales Manager

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Approved By:

Ms. Joy Williams - Board President



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

Proposal No. 2200207-1-2

TO: Lamar CISD
3911 Avenue I
Rosenberg, Texas 77471

RE: Lamar CISD PKG2
Lamar Consolidated HS Sports
Renovations & Additions

ATTENTION: Kevin McKeever

DATE: June 3, 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 May 21, 2020 (Issue for Permit) and Specification Section 23 05 93 entitled "Testing, Adjusting and Balancing for HVAC."

1.	Testing, Adjusting and Balancing per AABC Standards	\$ 18,205.00
2.	Control Sequence Verification	\$ 3,400.00
3.	Point to Point Verification	\$ 1,700.00
4.	Field Document Preparation.....	\$ 1,340.00
5.	Final Report Preparation	\$ 900.00
TOTAL PRICE FOR THE ABOVE PKG2 SERVICES		\$ 25,545.00

Exclusions / Notifications

1. This estimate assumes provisions to Engineered Air Balance Co., Inc. for direct access (hardware, software and technical assistance) to all parts and aspects of the control system for balancing purposes, control verification and all follow-up services at no additional cost to Engineered Air Balance Co., Inc. for the duration of the project.
2. This estimate includes a one-time follow-up re-verification of discrepancies noted by Engineered Air Balance Co., Inc. If discrepancies are found still outstanding, additional re-verification will be charged at our hourly rate plus expenses (in addition to the total estimate for this project).
3. Engineered Air Balance Co., Inc. is not responsible for the scheduling, construction, readiness, start-up or delays by the Contractor or Sub-Contractors and cannot control the availability of systems for testing and balancing services. All scheduled related damages beyond our control are excluded.

4. This proposal is based off the project being ready for test and balance by having all HVAC equipment installed and functional prior to our arrival. If a project is found to be "not ready" for test and balance activities, an additional charge may be assessed for return trips at our hourly rate plus expenses (in addition to the total estimate for this project).

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.


Gar Conaway
Sales Manager

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Approved By:

Ms. Joy Williams - Board President

**CONSIDER APPROVAL OF THE
2020-2021 STUDENT HANDBOOK**

RECOMMENDATION:

That the Board of Trustees approve the 2020-2021 Student Handbook.

IMPACT/RATIONALE:

The Student Handbook is provided to each student and parent in the Lamar Consolidated Independent School District and provides guidance on numerous policies and procedures. Information contained in this document is a combined effort of numerous divisions in the Department of Academics. The goal of the handbook is to provide clear expectations resulting in improved communication and understanding between parents and campuses throughout the District.

PROGRAM DESCRIPTION:

The Student Handbook is a publication that is produced for elementary and secondary school students. It covers important topics including student conduct, compulsory attendance, and problem resolution steps. The handbook is updated yearly to include new administrative operating procedures and legislative updates. Specific changes, additions and deletions to the 20/21 Student Handbook have been summarized and provided.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

2020 LCISD Student Handbook Revisions (Elementary and Secondary)

Topic	Elementary Handbook Page Number	Secondary Handbook Page Number	Special Notes	Department
Elementary ALP/ESL	made changes to pages 80-81, deleted the entire Grading Guidelines for ELs section	pg 73, deleted some sentence and added the revision below.		ALP Department
Dually Served - EL and SPED - information for Secondary		p. 15 - Dually Served information from the Elementary Handbook		
Library Fines	p. 56	p. 48	Library section: changed fines "will" be assessed to "may" be assessed.	Digital Learning
Digital Tools	P. 69	p. 61	I added "Learning Management System" as a tool student may use	Digital Learning
Digital Tools	p. 69	p. 62	I added a paragraph regarding COPPA.	Digital Learning
Technology - under Disclaimer	p. 71	p. 63	Highlighted the "Campus Technology Coordinator mention on page 71.	Digital Learning
Exam Exemptions		p. 72	Added "unexcused" for all absences being counted for not qualifying for exam exemptions	Student Programs

Elementary Grading Scale - ELAR	p. 76		Shifting from DRA to GRA in the 20-21 academic year - description of new assessment and changes in required reading levels have been captured	Elementary ELAR
Elementary Grading Scale - ELAR	p. 76		Minor adjustments were made and clarifying language was added to the description of the number of major and minor grades required for Elementary ELAR.	Elementary ELAR
Counseling	p. 29	p.28	Language added for parental consent for specific one-on-one counseling requests if the school is conducted solely in a virtual format.	Student Services
Testing	p. 57	N/A	Language about CogAT testing was updated to reflect change to Kinder and second grade screening and a more accurate description of the test itself.	RA&A
Parent and Family Engagement	p.49	p.44	Deleted language regarding Parent Involvement Coordinator and added language regarding Title I Campus Contact(s)	Federal Programs
CTSOs		p.101	Shortened descriptions of CTSOs	CTE

Consent to Conduct Psychological Evaluations		p.8	deleted unnecessary statement regarding sped requirements	SPED
Use of Service Animals		p.14	deleted and added most recent information throughout section based on TASB model	SPED
Students Who Have Learning Difficulties or Who Need Special Education		pp. 14-15	deleted and added most recent information throughout section	SPED
Students Who Receive Special Education Services with Other School-Aged Children in the Home		p. 15	added one sentence regarding contact information	SPED
Students with Physical or Mental Impairments Protected Under Section 504		p. 15	updated contact information	SPED
Dating Violence, Discrimination, Harassment, and Retaliation		pp. 28-30	deleted and added most recent information from new Title IX regs throughout section	SPED
Dyslexia		p. 33	deleted and added most recent information throughout section	SPED
Special Programs		p. 49	revised sentence	SPED
Grading: Students with Disabilities		p. 73	deleted and added most recent information throughout section - Please read	SPED

Accelerated/Compensatory Programs: Special Services		p. 78	deleted and added most recent information throughout section	SPED
Glossary		p. 161 Admission, Review, and Dismissal Committee	deleted and added most recent information throughout section	SPED
Glossary		p. 162 ARD	Deleted	SPED
Glossary		p. 163 Dating Violence	Deleted a sentence	SPED
Glossary		p. 166 PST to SST	Edited PST to SST (will need to move to flow with alphabetical order)	SPED
Glossary		p. 173 Sexual Harassment	Deleted procedures that are changing due to new Title IX regulations	SPED

INFORMATION ITEM: APPOINTMENT OF BOARD COMMITTEES

BACKGROUND INFORMATION:

Ms. Joy Williams, Board President, will appoint board members to serve on standing and ad hoc committees for the 2020-2021 school year.

	2019-2020	2020-2021
<u>STANDING COMMITTEES</u>		
POLICY REVIEW COMMITTEE	Mandi Bronsell* Alex Hunt Joy Williams	Alex Hunt* Jon Welch Joy Williams
FINANCIAL AUDIT COMMITTEE	Kathryn Kaminski* Mandi Bronsell Jon Welch	Kathryn Kaminski* Mandi Bronsell Jon Welch
FACILITIES COMMITTEE	Alex Hunt* Kay Danziger Kathryn Kaminski	Kay Danziger* Alex Hunt Joe Hubenak
ATTENDANCE BOUNDARY COMMITTEE	Joy Williams* Jon Welch Joe Hubenak	Jon Welch* Kathryn Kaminski Joy Williams
INFORMATION TECHNOLOGY COMMITTEE	Joe Hubenak* Jon Welch Kay Danziger	Joe Hubenak* Kay Danziger Kathryn Kaminski
FAMILY & COMMUNITY ENGAGEMENT COMMITTEE	Joy Williams* Alex Hunt Mandi Bronsell	Mandi Bronsell* Alex Hunt Joy Williams

PROGRAM DESCRIPTION:

Board Members marked with an * are the chairpersons.

INFORMATION ITEM: BUDGET WORKSHOP

During the budget workshop, Jill Ludwig and Yvonne Dawson will update the Board on the current year budget and provide details regarding the 2020-21 budget. Legislative topics and the status of budget development will be discussed.

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

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

- Exhibit "A" gives the LCISD collections made during the month of May 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 2019-20 roll as compared to prior years. Through May 31, 2020, LCISD had collected 98.0 % of the 2019-20 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2019-2020.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

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

Lamar Consolidated ISD
Tax Collections
May 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	\$ 1,231,369.17	\$ 107,899.79	\$ 11,110.28	\$ 1,350,379.24	\$ 904,869.89	\$ 90,399.87	\$ 326,499.28	\$ 28,610.20
18	\$ 28,016.42	\$ 10,492.86	\$ 8,479.41	\$ 46,988.69	\$ 21,365.09	\$ 16,481.16	\$ 6,651.33	\$ 2,491.11
17	\$ 8,824.31	\$ 2,429.77	\$ 1,361.52	\$ 12,615.60	\$ 6,602.43	\$ 3,179.47	\$ 2,221.88	\$ 611.82
16	\$ 15,927.03	\$ 2,584.51	\$ 1,105.87	\$ 19,617.41	\$ 11,916.74	\$ 3,039.62	\$ 4,010.29	\$ 650.76
15	\$ 5,816.60	\$ 1,766.96	\$ 296.70	\$ 7,880.26	\$ 4,352.03	\$ 1,618.75	\$ 1,464.57	\$ 444.91
14	\$ 6,843.22	\$ 2,799.79	\$ 510.26	\$ 10,153.27	\$ 5,120.18	\$ 2,605.10	\$ 1,723.04	\$ 704.95
13	\$ 921.26	\$ 523.01	\$ 149.18	\$ 1,593.45	\$ 689.30	\$ 540.49	\$ 231.96	\$ 131.70
12	\$ 698.21	\$ 365.33	\$ 65.18	\$ 1,128.72	\$ 522.41	\$ 338.52	\$ 175.80	\$ 91.99
11	\$ 653.46	\$ 370.88	\$ 49.66	\$ 1,074.00	\$ 479.52	\$ 321.82	\$ 173.94	\$ 98.72
10	\$ 650.41	\$ 403.90	\$ 47.87	\$ 1,102.18	\$ 486.21	\$ 349.81	\$ 164.20	\$ 101.96
09	\$ 465.08	\$ 344.34	\$ (8.90)	\$ 800.52	\$ 365.59	\$ 261.77	\$ 99.49	\$ 73.67
08	\$ 712.05	\$ 578.54	\$ (18.55)	\$ 1,272.04	\$ 559.72	\$ 436.22	\$ 152.33	\$ 123.77
07	\$ 613.15	\$ 541.72	\$ (18.55)	\$ 1,136.32	\$ 472.53	\$ 398.93	\$ 140.62	\$ 124.24
06	\$ 586.54	\$ 572.76	\$ (22.13)	\$ 1,137.17	\$ 504.07	\$ 470.10	\$ 82.47	\$ 80.53
05	\$ 636.84	\$ 684.07	\$ -	\$ 1,320.91	\$ 562.71	\$ 604.44	\$ 74.13	\$ 79.63
04	\$ 540.37	\$ 623.67	\$ -	\$ 1,164.04	\$ 477.47	\$ 551.08	\$ 62.90	\$ 72.59
03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
98 & prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 1,303,274.12	\$ 132,981.90	\$ 23,107.80	\$ 1,459,363.82	\$ 959,345.89	\$ 121,597.15	\$ 343,928.23	\$ 34,492.55

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 5/31/2020
19	\$ 226,337,947.63	\$ 377,896.86	\$ 226,715,844.49	\$ 222,144,816.53	\$ 566,038.86	\$ 25,147.28	\$ 222,736,002.67	\$ 4,571,027.96
18	\$ 1,852,284.73	\$ (145,383.64)	\$ 1,706,901.09	\$ 802,635.54	\$ 191,880.73	\$ 198,853.83	\$ 1,193,370.10	\$ 904,265.55
17	\$ 753,434.33	\$ 9,644.68	\$ 763,079.01	\$ 247,619.85	\$ 52,276.11	\$ 38,276.64	\$ 338,172.60	\$ 515,459.16
16	\$ 483,797.86	\$ 78,766.07	\$ 562,563.93	\$ 195,895.43	\$ 25,828.85	\$ 12,966.70	\$ 234,690.98	\$ 366,668.50
15	\$ 359,034.95	\$ 69,799.56	\$ 428,834.51	\$ 148,657.54	\$ 16,333.98	\$ 5,622.07	\$ 170,613.59	\$ 280,176.97
14	\$ 284,968.99	\$ 71,699.48	\$ 356,668.47	\$ 142,323.64	\$ 14,200.40	\$ 3,182.99	\$ 159,707.03	\$ 214,344.83
13	\$ 181,212.70	\$ 27,268.87	\$ 208,481.57	\$ 46,808.51	\$ 12,705.08	\$ 2,581.12	\$ 62,094.71	\$ 161,673.06
12	\$ 171,398.72	\$ 3,474.55	\$ 174,873.27	\$ 20,160.15	\$ 11,728.13	\$ 2,326.69	\$ 34,214.97	\$ 154,713.12
11	\$ 163,967.05	\$ 3,974.01	\$ 167,941.06	\$ 11,950.58	\$ 7,445.71	\$ 640.15	\$ 20,036.44	\$ 155,990.48
10	\$ 148,558.56	\$ 3,459.53	\$ 152,018.09	\$ 6,793.77	\$ 6,494.24	\$ 1,911.77	\$ 15,199.78	\$ 145,224.32
09	\$ 132,336.46	\$ 4,829.61	\$ 137,166.07	\$ 10,801.08	\$ 12,830.89	\$ 3,943.75	\$ 27,575.72	\$ 126,364.99
08	\$ 72,060.64	\$ (152.99)	\$ 71,907.65	\$ 9,218.43	\$ 11,468.84	\$ 3,218.72	\$ 23,905.99	\$ 62,689.22
07	\$ 60,790.65	\$ (152.99)	\$ 60,637.66	\$ 4,784.15	\$ 5,711.46	\$ 1,179.48	\$ 11,675.09	\$ 55,853.51
06	\$ 63,941.53	\$ (182.47)	\$ 63,759.06	\$ 2,819.52	\$ 2,747.20	\$ 23.49	\$ 5,590.21	\$ 60,939.54
05	\$ 116,202.63	\$ (144.98)	\$ 116,057.65	\$ 991.10	\$ 1,161.01	\$ 105.60	\$ 2,257.71	\$ 115,066.55
04	\$ 32,870.47	\$ (144.98)	\$ 32,725.49	\$ 782.75	\$ 1,049.64	\$ 107.94	\$ 1,940.33	\$ 31,942.74
03	\$ 24,451.73	\$ (142.15)	\$ 24,309.58	\$ 1,074.18	\$ 2,150.33	\$ 482.23	\$ 3,706.74	\$ 23,235.40
02	\$ 13,926.08	\$ (142.15)	\$ 13,783.93	\$ 1,725.96	\$ 3,679.73	\$ 809.91	\$ 6,215.60	\$ 12,057.97
01	\$ 13,165.64	\$ (142.15)	\$ 13,023.49	\$ 1,731.24	\$ 3,886.10	\$ 840.88	\$ 6,458.22	\$ 11,292.25
00	\$ 13,369.17	\$ (141.02)	\$ 13,228.15	\$ 1,731.29	\$ 4,097.43	\$ 872.88	\$ 6,701.60	\$ 11,496.86
99	\$ 10,778.21	\$ (138.93)	\$ 10,639.28	\$ 1,654.57	\$ 4,123.61	\$ 865.97	\$ 6,644.15	\$ 8,984.71
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	\$503,944.77	\$231,806,159.30	\$223,806,682.88	\$962,393.41	\$304,899.44	\$225,073,975.73	\$7,999,476.42

**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	97.4%	97.7%	97.6%	97.5%	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%
MAY	98.0%	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 MAY 31, 2020**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 5/31/2020	% OF BUDGET COLLECTED
2019	2019-2020	\$ 224,808,527	\$ 222,144,817	98.82%
2018 & Prior	2018-19 & Prior	\$ 2,100,000	\$ 1,661,866	79.14%
TOTAL		\$ 226,908,527	\$ 223,806,683	98.63%

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 TAX COLLECTION REPORT
 AS OF MAY 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	\$ 222,144,817
Adj. To Roll	\$ 8,680,375	\$ 6,473,810	\$ 6,618,386	\$ 2,203,756	\$ 867,691	\$ 377,897
2 Collections	\$ 1,201,706	\$ 745,585	\$ 1,046,154	\$ 1,082,253	\$ 802,636	
Adj. To Roll	\$ 165,920	\$ (149,323)	\$ (98,963)	\$ (15,240)	\$ (145,384)	
3 Collections	\$ 305,374	\$ 192,822	\$ 424,152	\$ 247,620		
Adj. To Roll	\$ 102,657	\$ 63,603	\$ 238,403	\$ 9,645		
4 Collections	\$ 215,732	\$ 311,639	\$ 195,895			
Adj. To Roll	\$ 191,096	\$ 233,019	\$ 78,766			
5 Collections	\$ 282,605	\$ 148,658				
Adj. To Roll	\$ 252,632	\$ 69,800				
6 Collections	\$ 142,324					
Adj. To Roll	\$ 71,699					
TOTAL:						
COLLECTIONS	\$ 162,368,168	\$ 179,427,261	\$ 197,219,666	\$ 207,975,915	\$ 218,799,375	\$ 222,144,817
ADJUSTED TAX ROLL	\$ 162,582,512	\$ 179,707,439	\$ 197,586,335	\$ 208,491,373	\$ 219,703,641	\$ 226,715,845
BALANCE TO BE COLLECTED	\$ 214,345	\$ 280,177	\$ 366,668	\$ 515,458	\$ 904,266	\$ 4,571,028
ADJ. TAXABLE VALUE	\$ 11,696,162,888	\$ 12,928,127,669	\$ 14,214,332,902	\$ 14,998,839,836	\$ 15,806,017,339	\$ 17,175,442,792
TOTAL % COLLECTIONS AS OF MAY 31, 2020	99.9%	99.8%	99.8%	99.8%	99.6%	98.0%
TAX RATE	1.39005	1.39005	1.39005	1.39005	1.39000	1.32000

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

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

AutomatedLogic (District Freezer Cooler Monitoring)	Application # 1	\$ 33,330.00
Bass Construction (Traylor Stadium Press Box)	Application # 5	\$ 588,674.15
Bass Construction (Traylor Stadium Press Box)	Application # 6	\$ 351,684.30
Charlie Kalkomey (Lamar CHS)	Application # 1	\$ 65,700.00
Corgan (Multi-Campus Renovations)	Application # 1	\$ 10,616.51
Corgan (Multi-Campus Renovations)	Application # 2	\$ 10,616.52
Corgan (Multi-Campus Renovations)	Application # 3	\$ 63,699.07
Corgan (Multi-Campus Renovations)	Application # 4	\$ 60,160.24
Corgan (Multi-Campus Renovations)	Application # 5	\$ 10,616.51
Corgan (Multi-Campus Renovations)	Application # 6	\$ 3,397.28
Drymalla Construction (Randle HS/Wright JHS Complex)	Application # 11	\$ 9,126,322.25
Drymalla Construction (Randle HS/Wright JHS Complex)	Application # 12	\$ 7,124,448.05
Drymalla Construction (Randle HS/Wright JHS Complex – Off Site)	Application # 3	\$ 320,388.45

Drymalla Construction (Randle HS/Wright JHS Complex – Off Site)	Application # 4	\$ 697,064.40
Drymalla Construction (Tamarron ES)	Application # 12	\$ 1,190,756.60
Millennium Project Solutions (Multi-Campus Carpet)	Application # 1	\$ 41,082.75
PBK Architects (Foster HS Athletic Improvements)	Application # 1	\$ 25,515.00
PBK Architects (Foster HS Athletic Improvements)	Application # 2	\$ 1,701.00
PBK Architects (Foster HS Athletic Improvements)	Application # 3	\$ 7,107.53
PBK Architects (Foster HS Athletic Improvements)	Application # 4	\$ 4,023.57
PBK Architects (Foster HS Athletic Improvements)	Application # 5	\$ 410.57
PBK Architects (Foster HS Athletic Improvements)	Application # 6	\$ 4,416.91
PBK Architects (Foster HS Turf & Track – Reimbursables)	Application # 1	\$ 554.09
PBK Architects (Foster HS Turf & Track – Reimbursables)	Application # 2	\$ 1,129.20
PBK Architects (Foster HS Turf & Track – Reimbursables)	Application # 3	\$ 250.00
PBK Architects (Foster HS Turf & Track – Reimbursables)	Application # 4	\$ 250.00
PBK Architects (Fulshear HS Turf & Track – Reimbursables)	Application # 1	\$ 875.00
PBK Architects (George Ranch HS Turf & Track – Reimbursables)	Application # 1	\$ 875.00

PBK Architects (Lamar CHS/LJH Improvements)	Application # 4	\$	15,770.70
PBK Architects (Lamar CHS Improvements Exterior)	Application # 4	\$	63,180.00
PBK Architects (Lamar JHS Improvements Exterior)	Application # 5	\$	2,041.20
PBK Architects (Long Range Facilities Plan)	Application # 10	\$	39,910.00
PBK Architects (Multi-Purpose/Orchestra/FHS Parking)	Application # 1	\$	3,444.53
PBK Architects (Multi-Purpose/Orchestra/FHS Parking)	Application # 2	\$	31,000.72
PBK Architects (Multi-Purpose/Orchestra/FHS Parking)	Application # 3	\$	17,222.63
PBK Architects (Multi-Purpose/Orchestra/FHS Parking)	Application # 4	\$	109,076.62
PBK Architects (Randle HS)	Application # 19	\$	36,887.40
PBK Architects (Randle HS – Reimbursables)	Application # 8	\$	2,154.12
PBK Architects (Terry HS Turf & Track – Reimbursables)	Application # 1	\$	1,636.67
PBK Architects (Terry HS Turf & Track – Reimbursables)	Application # 2	\$	875.00
PBK Architects (Traylor Stadium Improvements)	Application # 5	\$	21,384.00
PBK Architects (Traylor Stadium Press Box)	Application # 10	\$	606.00
PBK Architects (Traylor Stadium Turf)	Application # 3	\$	19,440.00

TAG Communications (Multi Campus Freezer Data)	Application # 1	\$	2,936.00
Terracon (Lamar JHS)	Application # 1	\$	6,250.00
Terracon (Randle HS/Wright HS)	Application # 13	\$	9,504.88
Terracon (Traylor Stadium Press Box)	Application # 5	\$	4,614.25
VLK Architects (ALC – Reimbursables)	Application # 3	\$	5,818.23
VLK Architects (ALC – Reimbursables)	Application # 4	\$	320.64
VLK Architects (Carter ES)	Application # 16R	\$	132,363.99
VLK Architects (Culver ES)	Application # 14R	\$	47,688.23
VLK Architects (Lamar CHS Band Hall)	Application # 11R	\$	3,562.50
VLK Architects (Morgan ES)	Application # 3	\$	169,965.00
VLK Architects (Morgan ES – Reimbursables)	Application # 1R	\$	72.94
VLK Architects (Morgan ES – Reimbursables)	Application # 2	\$	37.36
VLK Architects (Morgan ES – Reimbursables)	Application # 3	\$	27,895.35
VLK Architects (Terry HS/George JH)	Application # 2	\$	17,799.75
VLK Architects (Terry HS/George JH – Reimbursables)	Application # 1	\$	935.58

VLK Architects (Terry HS/George JH – Reimbursables)	Application # 2	\$	25.17
VLK Architects (Terry HS Band Hall)	Application # 11R	\$	5,437.50

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

**10.A.#5a. – PLANNING
BOARD REPORT
JUNE 18, 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
Natorium - Foster High School	8,648,880.00	8,625,304.19	23,575.81	8,639,736.73	8,648,880.00
Natorium - Fulshear High School	8,832,167.00	8,694,984.00	137,183.00	8,570,125.36	8,832,167.00
Natorium - George Ranch High School	9,086,569.00	9,001,276.00	85,293.00	8,954,104.13	9,086,569.00
Service Center/M&O	12,146,000.00	12,146,000.00	0.00	11,537,117.69	12,146,000.00
THS Band Hall	700,000.00	697,938.00	2,062.00	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	21,411,731.33	24,959,404.00
Tamarron Elementary School	26,207,374.00	23,117,280.31	3,090,093.69	20,421,299.41	26,207,374.00
James W. Roberts Middle School	22,342,493.00	21,826,023.40	516,469.60	21,109,309.45	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	66,368,182.68	81,145,098.00
Grand Total	197,541,034.00	185,414,246.83	12,126,787.17	176,452,634.20	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.

TAMARRON ELEMENTARY SCHOOL



SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: April 2019
- Construction Completion: July 2020

OVERVIEW:

- Construction is underway and is scheduled for completion 7/8/2020.
- Kitchen equipment onsite and being installed.
- Canopy installation 80% complete.
- Landscaping installation has begun.
- Promethean Boards installed.

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

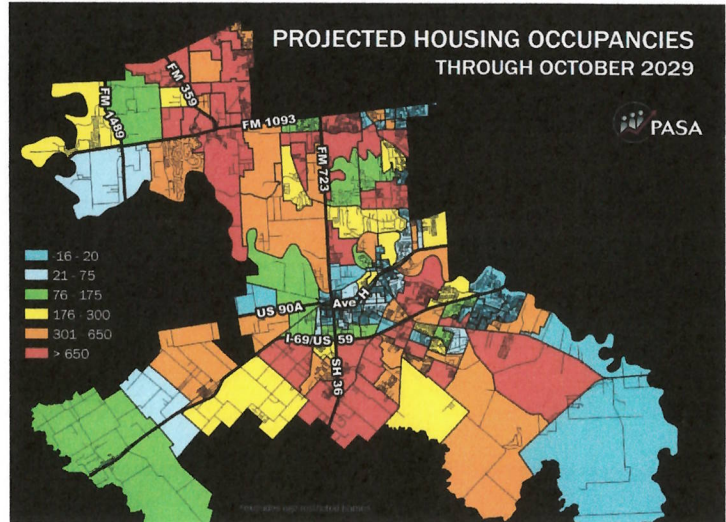
COMPLETED PROJECTS

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
June 2020**

**Facilities Assessment and
Long Range Plan**

Information has been updated and placed on the Facilities & Planning web page.



**Dr. Thomas E. Randle High School &
Harry Wright Junior High School**

Roofing and framing are in progress.
Construction of Koeblen Road extension has begun.
Schools are on schedule to open in August 2021.



Traylor Stadium Press Box Replacement

Masonry is complete.
Scaffolding in place for work on the front façade.
Scheduled for completion in August 2020.



Transportation Fuel Tank Replacement

Morris & Associates is the A/E Firm of Record.

Demolition of adjacent building and existing canopy is complete.

Prepping site to receive fuel tanks in July.



Jane Long Historic Gym Renovations

VLK is the Architect of Record.

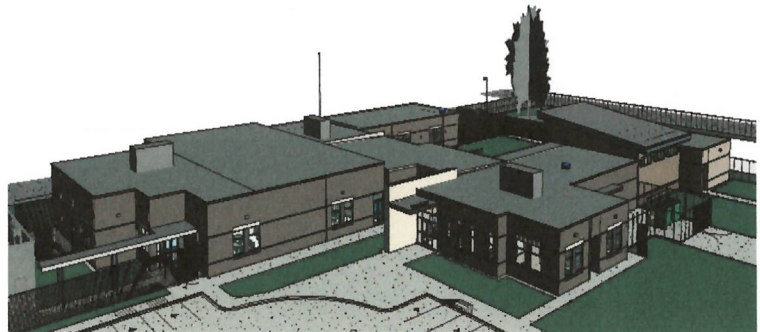
Contractor recommendation is on the June Board Agenda.



ALC/1621 Additions and Renovations

VLK is the Architect of Record.

Bass Construction has mobilized on site and begun demolition.



Lamar CHS & Lamar JHS Additions & Renovations

PBK is the Architect of Record.

Drymalla has mobilized to begin GMP 1 construction.

GMP 2 is on the June Board Agenda.



Terry HS & George JHS Additions & Renovations

VLK Architects is the Architect of Record.

GMP 1 and GMP 2 construction is in progress.

GMP 3 will be on the August Board Agenda.



Multi-Campus Carpet Replacement

Corgan is the Architect of Record.

Demolition complete.

Carpet will arrive the week of 6/22.



Multi-Campus Improvements & HVAC Controls Upgrades

Corgan is the Architect of Record.

Construction is underway.



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

PBK is the Architect of Record.

Contractor recommendation is on the June Board Agenda.



Brazos Crossing Exterior Improvement

VLK is the Architect of Record.

Construction Documents are in progress.

Contractor recommendation will be on the August Board Agenda.



Fletcher Morgan, Jr. Elementary School

Drymalla has begun site clearing and grading.

School is scheduled to open in August 2021.



2017 BOND REFERENDUM SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
Roberts Middle School Orchestra Room	\$1,100,000.00	\$0.00	\$1,100,000.00	\$1,100,000.00	\$0.00
Austin ES Re-Roof	\$1,900,000.00	(\$529,504.00)	\$1,370,496.00	\$897,273.00	\$473,223.00
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	\$7,354,323.72	\$1,728,395.28
Foster HS Athletic Improvements	\$867,281.00	\$0.00	\$867,281.00	\$829,768.00	\$37,513.00
Dr. Thomas E. Randle High School	\$127,630,000.00	\$0.00	\$127,630,000.00	\$115,359,593.73	\$12,270,406.27
Harry Wright Junior High School	\$62,000,000.00	\$0.00	\$62,000,000.00	\$55,441,207.82	\$6,558,792.18
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	\$699,901.00	\$12,280,099.00
Terry HS & George JHS Additions & Renovations	\$14,650,000.00	\$0.00	\$14,650,000.00	\$820,140.00	\$13,829,860.00
Traylor Stadium Press Box Replacement	\$2,800,000.00	\$1,632,000.00	\$4,432,000.00	\$4,343,843.00	\$88,157.00
New Alternative Learning Center	\$12,200,000.00	\$0.00	\$12,200,000.00	\$1,228,860.00	\$10,971,140.00
Jane Long ES Historical Gym Renovations	\$3,200,000.00	\$0.00	\$3,200,000.00	\$365,854.00	\$2,834,146.00
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	\$415,504.00	\$1,315,504.00	\$1,304,314.00	\$11,190.00
HS Multi-Purpose Rooms & MS Orchestra Adds	\$9,570,000.00	\$0.00	\$9,570,000.00	\$934,895.00	\$8,635,105.00
Multi-Campus Carpet Replacement	\$2,310,000.00	\$0.00	\$2,310,000.00	\$2,163,625.00	\$146,375.00
Multi-Campus ES Renovations	\$3,370,000.00	\$0.00	\$3,370,000.00	\$394,402.00	\$2,975,598.00
Brazos Crossing Renovations	\$1,800,000.00	\$0.00	\$1,800,000.00	\$115,420.00	\$1,684,580.00
Morgan Elementary School	\$30,200,000.00	\$0.00	\$30,200,000.00	\$811,958.00	\$29,388,042.00
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
Land	\$20,000,000.00	\$0.00	\$20,000,000.00	\$0.00	\$20,000,000.00
TOTAL	\$404,115,000.00	\$1,632,000.00	\$405,747,000.00	\$201,589,024.97	\$204,157,975.03
TOTAL FACILITY & PLANNING BOND	\$404,115,000.00				
REMAINING FACILITY & PLANNING BOND	\$204,157,975.03				

2017 BOND TECHNOLOGY SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
IFP-Interactive Flat Panel	\$9,044,000.00	\$0.00	\$9,044,000.00	\$5,038,290.83	\$4,005,709.17
PTO-Printer Refresh	\$1,440,000.00	\$0.00	\$1,440,000.00	\$1,348,510.04	\$91,489.96
CCU-Campus Core Uplink	\$740,000.00	\$0.00	\$740,000.00	\$638,018.83	\$101,981.17
ES0-Expanded Storage	\$400,000.00	\$0.00	\$400,000.00	\$400,000.00	\$0.00
SCO-Security Cameras	\$250,000.00	\$0.00	\$250,000.00	\$250,000.00	\$0.00
TEL-Telephones	\$890,000.00	\$0.00	\$890,000.00	\$697,671.96	\$192,328.04
CR0-Computer Refresh	\$18,344,000.00	\$0.00	\$18,344,000.00	\$10,119,848.15	\$8,224,151.85
LC0-Laptop Carts	\$450,000.00	\$0.00	\$450,000.00	\$0.00	\$450,000.00
SCN-Eduphoria Scanners	\$122,000.00	\$0.00	\$122,000.00	\$121,450.00	\$550.00
IA0-Interact	\$2,646,000.00	\$0.00	\$2,646,000.00	\$0.00	\$2,646,000.00
TOTAL	\$34,326,000.00	\$0.00	\$34,326,000.00	\$18,613,789.81	\$15,712,210.19
TOTAL TECHNOLOGY BOND	\$34,326,000.00				
REMAINING TECHNOLOGY BOND	\$15,712,210.19				

2017 BOND TRANSPORTATION SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
New Bus Purchase	\$5,175,000.00	(\$7,300.00)	\$5,167,700.00	\$2,560,746.00	\$2,606,954.00
Add Air to Buses	\$1,335,000.00	\$0.00	\$1,335,000.00	\$0.00	\$1,335,000.00
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	JAN	FEB	MAR	APR	MAY
Austin ES & Seguin ES Re-Roof	CONSTR			WARRANTY																													
Terry HS & George JHS Serving Lines				CONSTRUCTION						WARRANTY																							
Classroom Intruder Locksets				CONSTRUCTION						WARRANTY																							
High School Artificial Turf & Tracks				D	CD	P	CONSTR			WARRANTY																							
Foster HS Athletic Improvements				D	CD	P	CONSTR			WARRANTY																							
CES, WES, WMS, NMS Improv.				D	CD	P	CONSTR			WARRANTY																							
ES Cooler/Freezer Replacement				D	CD	P	CONSTR			WARRANTY																							
High School LOTE Lab Installation				D	CD	P	CONSTR			WARRANTY																							
Fuel Tank Replacement										D	CD	P	CONSTR			WARRANTY																	
Traylor Stadium Pressbox				DECON						CD	P	CONSTRUCTION			WARRANTY																		
Austin, Bowie, D. Smith, T. Ray & Jackson Improv.										D	CD	P	CONSTR			WARRANTY																	
FHS, BJHS, JES, PES, LES Improv.										D	CD	P	CONSTR			WARRANTY																	
Jane Long Historical Gym Renovations										DECON			CD	P	CONSTRUCTION			WARRANTY															
ALC Additions & Renovations										DECON			CD	P	CONSTRUCTION			WARRANTY															
Morgan 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																													
Lamar Complex Exterior Improvements										DECON			CD	P	CONSTRUCTION			WARRANTY															
Lamar HS & JHS Add & Renov.										DECON			CD	P	CONSTRUCTION			WARRANTY															
Terry HS & GHS Add & Renov.										DECON			CD	P	CONSTRUCTION			WARRANTY															
HS Multi-Purpose MS Orchestra Additions										D	CD	P	CONSTRUCTION			WARRANTY																	
Brazos Crossing Exterior										D	CD	P	CONSTRUCTION			WARRANTY																	

INFORMATION ITEM: SCHOOL RESOURCE DIVISION UPDATE

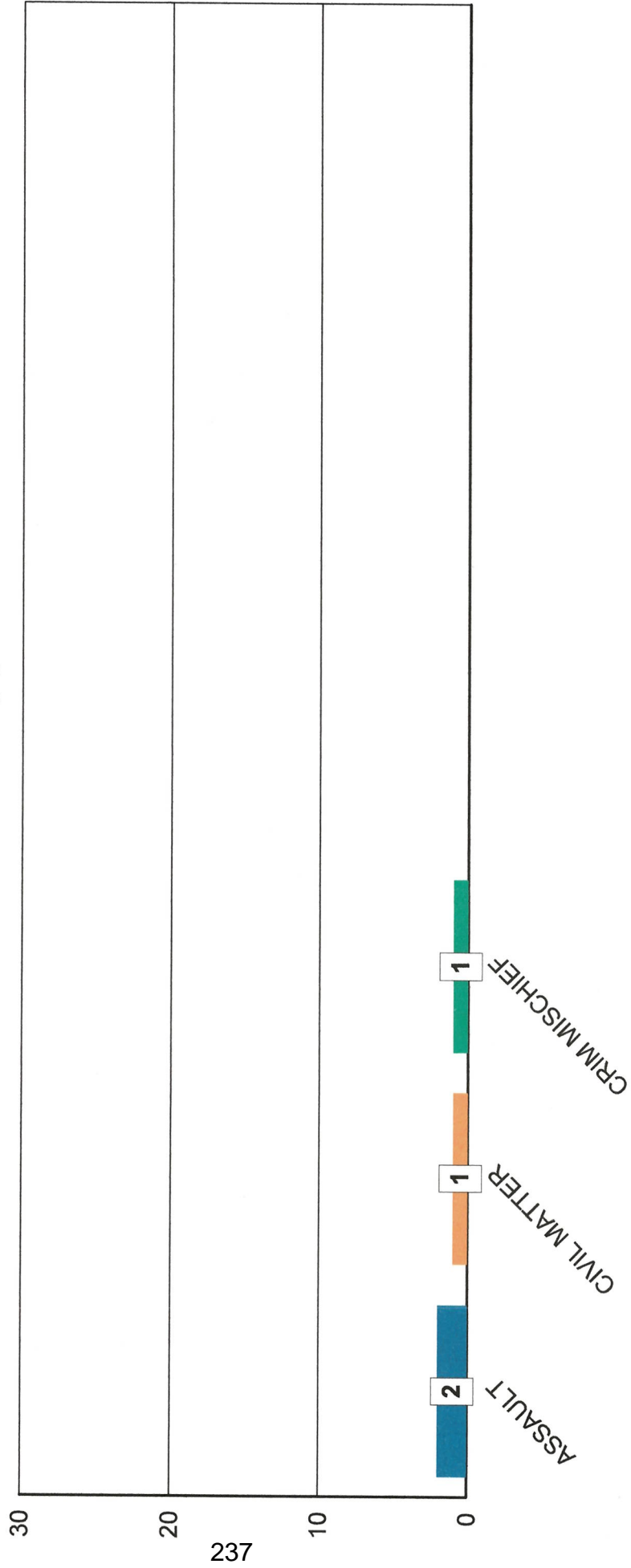
In order to maintain a safe, secure and welcoming learning environment for our students and staff, the District contracts with the Rosenberg Police Department for police services. Attached you will find the most recent published report from the School Resource Division.

Resource Persons: Dr. Mike Rockwood, Deputy Superintendent of Administrative Services & Leadership Development
Asst. Chief Jarret Nethery, Rosenberg Police Department



SRO Division Monthly Activity - Incident Response Reports Written in April 2020

Incident Types



ASSAULT : 2

ASSAULT	20-20023	4300 FM 723; BRISCOE JR HIGH	ASIM	DeRoch, Sean
ASSAULT	20-20966	5111 FM 762; WILLIAMS ELEMENTARY	ASTR	DeRoch, Sean

CRIM MISCHIEF : 1

CRIM MISCHIEF	20-18341	2601 FM 2919; POWELL POINT ELEMENTARY	CMMC	Phillips, S
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IN HOUSE : 1

IN HOUSE	20-19619	3911 AVE I; LAMAR ADMIN	INH	Nichols, C
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Grand Total: 4

6/11/20 20 10:35:00AM

**INFORMATION ITEM: TRANSPORTATION UPDATE
TRANSPORTATION QUARTERLY BOARD UPDATE
(March 2020 – May 2020)**

PERSONNEL UPDATES

With only one week of regular operations in this quarter, there were no changes in personnel. We did have three trainees complete their skills testing in the week following spring break.

ON THE ROAD BUS ACCIDENTS

<i>Date</i>	<i>Bus</i>	<i>Action</i>	<i>Location</i>	<i>Preventable</i>
		No on the road accidents		
		during this quarter		

CO-CURRICULAR AND EXTRA CURRICULAR FIELD TRIPS

Site	Number of Trips	Bus Miles	Sped Bus Miles	Truck Miles	White Fleet Miles
Rosenberg	147	10820	774	1542	778
Fulshear	89	4382	401	455	367

BUS/VEHICLE MAINTENANCE

There were 4 roadside calls for buses requiring roadside assistance. Transportation Department procedure to assist roadside calls is to send one or more mechanics to the site. A replacement bus may be sent at the same time with a mechanic, or a nearby bus may be sent if one is in the area and available.

ROUTING & SCHEDULING

We had the following am/pm home to school routes in operation for the month:

Home to School Routes	Blue Track	Red Track	Gold Track	Maroon Track	Purple Track
Regular	29	49	32	43	24
SPED	6	8	9	6	3
Van	2				1
Displaced Students	50	34	23	11	3

TRAINING AND OTHER EVENTS

After spring break, we resumed operation with minimal staff. Mechanics were placed on a rotating schedule to staff both locations and provide support for the district vehicles that were in operation.

The department began supporting Child Nutrition by transporting meals out to the Kendleton area on a daily basis, and that service continues.

Other staff worked a rotating schedule to have a minimum number of staff in the building. Our normal summer schedule began on June 8.

STUDENT DISCIPLINE

There were a total of 100 discipline reports issued for the three months including March, April and May.

FUEL REPORT IS ATTACHED ON THE FOLLOWING PAGE

LAMAR CISD TRANSPORTATION

Fuel Report

Date Range 03/01/2020 To 05/31/2020

			Number of Transactions	Qty	Amount
Account:	001		VOCATIONAL		
Product:	01	Unleaded	1	4.800	\$10.42
Product:	02	#2 Diesel	8	196.400	\$416.57
Account Totals:			9	201.200	\$426.99
Account:	034		DISTRIBUTION		
Product:	01	Unleaded	50	859.800	\$1,865.80
Account Totals:			50	859.800	\$1,865.80
Account:	050		MAINTENANCE		
Product:	01	Unleaded	551	8439.300	\$17,344.29
Product:	02	#2 Diesel	259	2186.700	\$4,798.86
Account Totals:			810	10626.000	\$22,143.15
Account:	053		TECHNICAL SERVICES		
Product:	01	Unleaded	35	391.000	\$825.78
Account Totals:			35	391.000	\$825.78
Account:	060		Transportation		
Product:	01	Unleaded	74	930.400	\$1,895.55
Product:	02	#2 Diesel	638	19270.100	\$40,218.82
Account Totals:			712	20200.500	\$42,114.37
Account:	080		SECURITY		
Product:	01	Unleaded	294	4280.500	\$8,467.97
Account Totals:			294	4280.500	\$8,467.97
Account:	090		ATHLETICS		
		5017 Ave I Rosenberg, TX 77471			
Product:	01	Unleaded	2	27.100	\$58.81
Account Totals:			2	27.100	\$58.81
Account:	78		FOODSERVICE		
Product:	01	Unleaded	51	698.100	\$1,514.88
Account Totals:			51	698.100	\$1,514.88

Resource Persons: Chris Juntti, Interim Deputy Superintendent of Support Services
Mike Jones, Director of Transportation

INFORMATION ITEM: COVID-19 RESPONSE

In response to the rapidly evolving COVID-19 situation in Fort Bend County, and to prevent community spread of the virus, all Lamar CISD schools and facilities were closed from Mid-March until the end of the 2019-2020 school year.

During the suspension of normal school operations, Lamar CISD continued to support our families, staff, and community through remote learning and modified business operations.

A COVID-19 response report was created to provide an overview of the work and progress being accomplished over the previous three months.

Resource Person: Dr. Thomas Randle, Superintendent of Schools

LAMAR CISD 2020 CITIZENS' BOND ADVISORY COMMITTEE

The 2020 Citizens' Bond Advisory Committee (CBAC) met April 27, May 4, May 11, May 18, June 1 and June 8 to develop a bond referendum recommendation to the Board for a November 2020 bond election.

The CBAC received information on 2017 bond projects, demographic projections, financial scenarios and existing District/facility needs.

The 61-member CBAC—which included community members, parents, campus administrators and students—met via videoconference during the COVID-19 pandemic to develop a group recommendation. The CBAC recommendation is based on the latest demographic projections, facility capacity, current enrollment numbers and needs of existing facilities. The committee also looked closely at both long-term and short-term needs to accommodate the District's growth. Other points considered, included the Master Plan Principles, construction timelines, technology needs, transportation needs, child nutrition needs, athletic needs, performing & visual arts needs and land needs.

Resource Person: Dr. Mike Rockwood, Deputy Superintendent of Administrative Services & Leadership Development