

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
AUGUST 19, 2021
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
4. Introductions
5. Public Comment
6. Board members reports
 - A. Meetings and events
7. Superintendent reports
 - A. Meetings and events
 - B. Information for immediate attention
8. **ACTION ITEMS**
 - A. **CONSENT AGENDA**
 1. Approval of minutes
 - a. June 15, 2021 - Regular Board Meeting 7
 - b. July 30 - 31, 2021 - Special Meeting - Board Mandated Training 14
 - c. August 5, 2021 - Special Meeting 18
 2. Consider approval of the 2021 tax year appraisal roll and new property value 22
 3. Consider approval of the certification of 2021 tax year anticipated collection rate 36
 4. Consider ratification of Quarterly Investment Report 38
 5. Consider ratification of Financial and Investment Reports 45
 6. Consider approval of budget amendment requests 49
 7. Consider approval of Lamar CISD Investment Policy 52
 8. Consider approval of District maintenance supplies, labor and related items 86
 9. Consider approval of Region 20 Education Service Center Purchasing Cooperative Resolution 88
 10. Consider approval of district-wide staff development services and materials 91
 11. Consider approval of resolution proclaiming:
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 - b. Hispanic Heritage Month 95
 12. Consider ratification of donations to the district, including, but not limited to: 97
 - a. Common Threads
 - b. Huggins Elementary School
 13. Consider approval of staff/visitor meal price increase for 2021-2022 98
 14. Consider approval of architect contract for Elementary School #32 99
 15. Consider approval of architect contract for Wessendorff Middle School renovations 100
 16. Consider approval of architect contract for the tennis court and parking additions at Lamar Consolidated High School 101
 17. Consider approval of cooperative purchasing agreement procurement method for the Technology IDF/MDF, Jackson Elementary School 102

	Special Needs playground, Transportation video and security fence projects	
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22.	Consider approval of geotechnical study for the vestibule additions	143
23.	Consider approval of professional topographic surveying for the Bowie Elementary and Beasley Elementary additions and renovations	192
24.	Consider approval of geotechnical study for Bowie Elementary and Beasley Elementary additions and renovations	201
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26.	Consider approval of geotechnical study for Austin Elementary additions and renovations	239
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c.	Consider approval of the Texas College Bridge Partnership and Data Sharing Agreement	311
d.	Consider approval of a resolution to modify Lamar CISD Student Code of Conduct for the 2020-2021 school year	319
e.	Consider approval for renewal of an optional flexible school day program	333
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	1. BE (LOCAL) - Board Meetings	

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3.	Payments for Construction Projects	413
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6.	Discussion of design development for the Lamar Consolidated High School tennis courts and parking project	438
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BB.	Discussion of special needs PPCD playground equipment for Jackson Elementary School	480
CC.	Discussion of the video system for the Fulshear satellite transportation center	481
12.	CLOSED SESSION	
A.	Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time _____)	
1.	Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.	482
a.	Approval of personnel recommendations for employment of professional personnel	
b.	Employment of professional personnel (Information)	483
c.	Employee resignations and retirements (Information)	501
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 16th day of August 2021 at 6:45 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.



Karen Vacek
Secretary to Superintendent

Regular Meeting

Be It Remembered

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

Notice of Regular Meeting Held

On this the 15th day of June 2021, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

This meeting was duly called to order by the President of the Board of Trustees, Mrs. Joy Williams, at 7:00 p.m.

Members Present:

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

Members Absent:

Jon Welch	Member
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Others Present:

Roosevelt Nivens	Superintendent
Kathleen Bowen	Chief Human Resources Officer
Chris Juntti	Chief Operations Officer
Jill Ludwig	Chief Financial Officer
Terri Mossige	Chief Academic Officer
Mike Rockwood	Deputy Supt. of Administrative Services & Leadership Development
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 and pledge to the Texas Flag were recited.

3. INTRODUCTIONS

Dr. Bowen introduced new staff to the Board:

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Amy Araguz, associate principal at Foster High School
Sarah Falcon, assistant principal at Hubenak Elementary School
Nancy Garcia Bodin, assistant principal at Arredondo Elementary School
Katrina Guillory, associate principal at Randle High School
Leann Imrie, principal at Carter Elementary School
Darnell Jackson, campus coordinator/head football coach at Terry High School
Daryl Segura, lieutenant for the police department

4. PUBLIC COMMENT

None

5. APPROVAL OF MINUTES

A. MAY 18, 2021 – REGULAR BOARD MEETING

It was moved by Ms. Danziger and seconded by Mr. Lambert that the Board of Trustees approve the minutes of May 18, 2021 Regular Board Meeting. The motion carried unanimously.

6. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Danziger reported the Facilities Committee did not meet but wanted to report the status of projects in the District. She thanked everyone for their help with the graduations at Traylor Stadium. She congratulated Ben Perez for being named the 2021 NAESP National Distinguished Principal for Texas.

Mr. Hunt thanked all the community partners that help our students.

7. SUPERINTENDENT REPORTS

a. Meetings and Events

b. Information for Immediate Attention

Dr. Nivens said Lamar CISD is an outstanding school district and he thanks the staff; they are a top notch team.

ACTION ITEMS FOR CONSENT OF APPROVAL: 8. A-1 – 8. A-5; 8. A-7 – 8. A-13; 8. B-1 – 8. B-2; 8. B-4 – 8. B-10; and 8. B-12.

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

8. A GOAL: INSTRUCTIONAL

8. A-1 Approval of Interagency Program Agreement between Lamar Consolidated Independent School District and Behavior Treatment and Training Center (BTTC), Texana Center

Approved the Interagency Program Agreement between Lamar Consolidated Independent School District and the Behavior Treatment and Training Center (BTTC), Texana Center for the 2021-2022 School year. (See inserted pages 12-A – 12-F.)

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8. A-2 Approval of Interagency Program Agreement between Lamar Consolidated Independent School District and Richmond State Supported Living Center (RSSLC)

Approved the Interagency Program Agreement between Lamar Consolidated Independent School District and Richmond State Supported Living Center (RSSLC) for the 2021-2022 school year and authorized the Superintendent to execute the agreement. (See inserted pages 13-A – 13-G.)

8. A-3 Approval of Advise TX Partnership Agreement and Memorandum of Understanding with Texas A&M University

Approved a Partnership Agreement and Memorandum of Understanding (MOU) with Texas A&M University (TAMU) for the Advise TX program with Lamar CISD. (See inserted pages 13-H – 13-K.)

8. A-4 Approval of an updated articulation agreement with Wharton County Junior College (WCJC) for the Certified Nurse Aid (CNA) course

Approved the updated articulation agreement submitted by Wharton County Junior College (WCJC) for continued dual credit and certification opportunities for Career and Technical Education (CTE) Certified Nurse Aid (CNA) students in Lamar CISD. (See inserted pages 13-L – 13-Q.)

8. A-5 Approval of the Dual Credit Computer Science 1 course for the 2021-2022 school Year

Approved the Dual Credit Computer Science 1 course for the 2021-2022 school year.

8. A-7 Approval of the Memorandum of Understanding with the YMCA of Greater Houston

Approved the Memorandum of Understanding (MOU) between the YMCA of Greater Houston and Lamar Consolidated Independent School District for the afterschool program for students at Wessendorff Middle School, pending YMCA securing grant funding for the program. (See inserted pages 13-R – 13-Z.)

8. A-8 Approval of CollegeCommunityCareer (CCC) Partnership Agreement and Memorandum of Understanding with CCC

Approved a Partnership Agreement and Memorandum of Understanding (MOU) with CollegeCommunityCareer (CCC) for the CCC program with Lamar CISD. (See inserted pages 13-AA – 13-HH.)

8. A-9 Approval of the Memorandum of Understanding between Partners For Good and Lamar Consolidated Independent School District for the 2021-2022 school year

Approved the Memorandum of Understanding between Partners For Good and Lamar CISD beginning July 1, 2021 through August 31, 2022 and authorized the Superintendent to execute the agreement. (See inserted pages 13-II – 13-JJ.)

8. A-10 Approval of the 2021-2022 Student Handbook

Approved the 2021-2022 Student⁹ Handbook.

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8. A-11 Approval of the Texas College Bridge Partnership and Data Sharing Agreement with GreenLight Credentials, LLC and the NROC Project

Approved the Partnership and Data Sharing Agreement with GreenLight Credentials, LLC and the NROC Project for the Texas College Bridge program with Lamar Consolidated Independent School District.

8. A-12 Approval of the Memorandum of Understanding between Texana Center and the Lamar Consolidated Independent School District for the 2021-2022 school year

Approved the Memorandum of Understanding (MOU) between Texana Center and Lamar CISD as part of the Federal Certified Behavioral Health Clinic designation process beginning July 1, 2021 through August 31, 2022 and authorized the Superintendent to execute the agreement. (See inserted pages 14-A – 14-D.)

8. A-13 Approval of an updated Dual Credit Partnership Agreement with Wharton County Junior College (WCJC) for technical dual credit

Approved the updated Dual Credit Partnership Agreement submitted by Wharton County Junior College (WCJC) for continued technical dual credit opportunities for Career and Technical Education (CTE) students in Lamar CISD. (See inserted pages 14-E – 14-H.)

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 budget amendment requests. (See inserted pages 14-I – 14-J.)

8. B-4 Discussion and action on TASB Advocacy Agenda Call for Resolutions

No action taken.

8. B-5 Approval of the Agreement with Memorial Hermann Community Benefit Corporation

Approved the service agreement with Memorial Hermann Benefit Corporation for the school-based health clinics at Lamar Consolidated High School and Terry High School. (See inserted pages 14-K – 14-V.)

8. B-6 Approval of CenterPoint Energy electric aerial easement for Bernard Clifton Terrell, Jr. Elementary School

Approved the CenterPoint Energy electric aerial easement at Bernard Clifton Terrell, Jr. Elementary School, and authorized the Board President to execute the easement documents. (See inserted pages 14-W – 14-Z.)

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8. B-7 Approval of professional surveying services for Bernard Clifton Terrell, Jr. Elementary School

Approved Kaluza, Inc. Professional Survey and Platting for the Bernard Clifton Terrell, Jr. Elementary School in the amount of \$27,645 and allowed the Board President to execute the agreement. (See inserted pages 15-A – 15-D.)

8. B-8 Approval of IDF air conditioning units for the orchestra technology data rooms at Navarro, Wessendorff, and Wertheimer Middle Schools

Approved the purchase of the air conditioning units in the new orchestra technology data rooms at Navarro, Wessendorff, and Wertheimer Middle Schools in the amount of \$11,293 and authorized the Board President to sign the agreement. (See inserted pages 15-E – 15-H.)

8. B-9 Approval of Amendment #7 to the Interlocal Cooperation Contract with Texas General Land Office

Approved Amendment #7 for the Interlocal Cooperation Contract with The Texas General Land Office for the purchase of natural gas and authorized the Board President to execute the agreement documents and interlocal cooperation contract. (See inserted pages 15-I – 15-P.)

8. B-10 Approval of building technology systems for Fletcher Morgan, Jr. Elementary School

Approved RockIT Consulting LLC. for installation of the building technology equipment for Fletcher Morgan, Jr. Elementary School in the amount of \$415,416.03 and authorized the Board President to sign the agreement. (See inserted pages 15-Q – 15-U.)

8. B-12 Approval of purchase and installation of a HVAC chiller and associated equipment

Approved the purchase and installation of a HVAC chiller and associated equipment for the Terry High School Auditorium at a cost not to exceed \$325,000.

8. A GOAL: INSTRUCTIONAL

8. A-6 Consider approval of the Memorandum of Understanding with the Texas Health and Human Services Commission

It was moved by Ms. Bronsell and seconded by Mr. Hubenak that the Board of Trustees approve the Memorandum of Understanding with the Texas Health and Human Services Commission for the Foster Grandparent Program with Lamar Consolidated Independent School District.

Mr. Lambert said he is appreciative to see that the district is bringing in mentors to help our students.

Mr. Hunt asked how many campuses participate in this program. Dr. Mossige said the currently four campuses. Dr. Maxwell said Seguin, Long, Pink and Bowie participated prior to COVID. And the campuses decide on who would need to be mentored.

The motion carried unanimously.¹¹(See inserted pages 15-V – 15-X.)

8. B GOAL: PLANNING

8. B-3 Consider designation of Texas Association of School Board delegate and alternate to the 2021 Texas Association of School Boards (TASB) Fall Convention

It was moved by Mr. Lambert and seconded by Mr. Hubenak that the Board of Trustees designate Mandi Bronsell as the delegate and Kay Danziger as the alternate to the 2021 Texas Association of School Boards fall convention. The motion carried unanimously.

8. B-11 Discussion and action on Budget Committee

It was moved by Ms. Danziger and seconded by Ms. Bronsell to have a discussion about the budget committee. Ms. Danziger asked what this entails. Dr. Nivens said the budget committee will be a subcommittee of the board and they will make recommendations to administration on ADA to be budgeted, salary increases, and budget allotments. Ms. Ludwig and her team will give the committee several options to choose from, then that will be presented to the board as a whole.

Mr. Morris said he understands the board's action would be to create a standing budget committee and the members would be the board officers.

Ms. Danziger withdrew her original motion.

It was moved by Mr. Hunt to create a standing budget committee and seconded by Mr. Hubenak. Mr. Hunt amended his motion to create a standing budget committee comprised of three members of the board as appointed by the Board President.

The motion carried unanimously.

9. INFORMATION ITEMS

9. A GOAL: PLANNING

9. A-1 Tax Collection Report

9. A-2 Payments for Construction Projects

9. A-3 Bond Update
a. 2014
b. 2017

9. A-4 Lamar CISD Police Department Update

9. A-5 Budget Workshop

Ms. Ludwig presented to the Board.

9. A-6 Transportation Update

9. A-7 First Reading of proposed updates Board Policy BQB (LOCAL)

9. B GOAL: INSTRUCTIONAL

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9. B-1 Lamar CISD Dyslexia Summary

9. B-2 Canvas Update

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. Reassignment of professional personnel (Information)
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
3. Section 551.071 – To meet with the District’s attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

The Board adjourned to Closed Session at 8:00 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 8:33 p.m.

FUTURE AGENDA ITEMS

None.

UPCOMING MEETINGS AND EVENTS

SLI
June 29th Masonic Lodge at Randle High School

ADJOURNMENT

The meeting adjourned at 8:34 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Joy Williams
President of the Board of Trustees

Joe Hubenak
Secretary of the Board of Trustees

**Special Meeting – Board Mandated Training
Be It Remembered**

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

Notice of Special Meeting Held

On this the 30th day of July 2021, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas convened in a Special Session in Richmond, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

This meeting was duly called to order by the President of the Board of Trustees, Mrs. Joy Williams, at 5:00 p.m.

Members Present:

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

Others Present:

Roosevelt Nivens	Superintendent
Alton Frailey	Consultant

BUSINESS TRANSACTED

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

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

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

The Board adjourned to Closed Session at 5:00 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION

The Board reconvened in Open Session at 8:21 p.m.

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ADJOURNMENT

The meeting adjourned at 8:21 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Joy Williams
President of the Board of Trustees

Joe Hubenak
Secretary of the Board of Trustees

**Special Meeting – Board Mandated Training
Be It Remembered**

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

Notice of Special Meeting Held

On this the 31st day of July 2021, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas convened in a Special Session in Richmond, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

This meeting was duly called to order by the President of the Board of Trustees, Mrs. Joy Williams, at 10:00 a.m.

Members Present:

Joy Williams	President
Alex Hunt	Vice President
Mandi Bronsell	Member
Kay Danziger	Member
Zach Lambert	Member
Jon Welch	Member

Members Absent:

Joe Hubenak	Secretary
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Others Present:

Roosevelt Nivens	Superintendent
Alton Frailey	Consultant

BUSINESS TRANSACTED

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

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

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

The Board adjourned to Closed Session at 10:00 a.m. for the purposes listed above.

RECONVENE IN OPEN SESSION

16

The Board reconvened in Open Session at 7:08 p.m.

ADJOURNMENT

The meeting adjourned at 7:08 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Joy Williams
President of the Board of Trustees

Joe Hubenak
Secretary of the Board of Trustees

**Special Meeting
Be It Remembered**

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

Notice of Special Meeting Held

On this the 5th day of August 2021, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas convened in a Special Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

This meeting was duly called to order by the President of the Board of Trustees, Mrs. Joy Williams, at 6:30 p.m.

Members Present:

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

Members Present (via phone):

Zach Lambert	Member
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Others Present:

Roosevelt Nivens	Superintendent
Kathleen Bowen	Chief Human Resources Officer
Chris Juntti	Chief Operations Officer
Jill Ludwig	Chief Financial Officer
Terri Mossige	Chief Learning Officer
Kevin McKeever	Executive Director of Facilities & Planning

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 and pledge to the Texas Flag were recited.

3. PUBLIC COMMENT

Ms. Heather Foster addressed the Board about her disappointment and thinks they can do more for parents and students. She thinks Lamar CISD isn't doing enough related to COVID. Asked them to consider using ESSER funds for virtual instruction.

Ms. Jennifer Pickering addressed the Board about masks only being optional, she feels they need to be required. She encourages them to adopt a masking guideline, and to purchase medical grade purifiers for all classrooms§

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Ms. Tiane Stephen addressed the Board about virtual school being offered to elementary students.

4. A GOAL: PLANNING

4. A-1 Budget Update

a. 2021 – 2022 Budget Update

Ms. Jill Ludwig, Chief Financial Officer, provided an update on the 2020 – 2021 budget with the following agenda:

- ESSER III Funding
 - Survey Results
 - Spending Plan
- 2021 – 2022 Budget Updates for:
 - General Fund
 - Virtual Instruction Option
 - Debt Service Fund
 - Child Nutrition Fund
- Truth-in-Taxation Requirements
 - Vote on Date of Meeting to Discuss Budget and Tax Rate
 - Vote on Tax Rate to be published

b. Consider approval of Date for Public Meeting to Discuss Budget and Proposed Tax Rate

It was moved by Ms. Danziger and seconded by Mr. Hubenak that the Board of Trustees approve August 19, 2021 as the date for the public meeting to discuss budget and the proposed tax rate. The motion carried unanimously.

c. Consider approval of Proposed Tax Rate that will be Published in the Notice for the Public Meeting

It was moved by Mr. Welch and seconded by Ms. Bronsell that the Board of Trustees approve the tax rate to be published in the newspaper in the Notice of Public Meeting to discuss budget and proposed tax rate.

M & O:	\$0.872 per \$100 valuation
I & S:	\$0.37 per \$100 valuation
Total Tax Rate:	\$1.242

The motion carried unanimously.

4. A-2 Discussion and possible action on 2021-2022 COVID-19 protocol

Ms. Lindsey Sanders presented the COVID-19 protocols to the Board.

Mr. Welch asked if a student has a confirmed case of COVID, do they need a doctor's note to return to school. Dr. Bowen said no, they need to meet the criteria of 10 days have passed since the onset of symptoms and 24 hours fever free without fever reducing medication and symptoms have improved. He asked about students being placed in quarantine what is the documentation needed. Dr. Bowen said if a family member is ill and a physician decides to quarantine the entire family, they need documentation, and this could be just a note from the parent. Mr. Welch asked what happens to a student

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that has the sniffles we would normally think that is allergies. Dr. Bowen said we would follow the same procedures as last year; the nurse would look at the child and if they think it is a possible COVID case the parents are contacted. There are a couple of options, the parents can take the child to be tested and if negative, they can come right back to school. If they are positive, they would need to meet the return to school criteria. If the parent doesn't take them to be tested, they would still need to meet the return to school criteria. Mr. Welch asked about the county color code meter and if it's on red the front office staff will only scan visitors for fever. Dr. Bowen said it's the five screening questions that were asked last year. He asked if all before and after school activities can take place. Dr. Bowen said yes before and after school.

Ms. Danziger asked about cleaning and disinfecting on a monthly basis, if there is an outbreak will they do more often. Mr. Juntti said if there is any type of illness, they will disinfect and emist.

Mr. Welch wants to encourage the administration to encourage the staff to not bully or harass students that do or do not wear a mask. Ms. Bronsell said or even allow other students to bully students who do or do not wear a mask.

Dr. Nivens said we will support their choice.

Dr. Bowen said that UIL requires a doctor's note to return. This is for all extra-curricular activities.

It was moved by Mr. Welch and seconded by Ms. Bronsell that the Board of Trustees approve the COVID-19 protocols for the 2021-2022 school year as presented. The motion carried unanimously.

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

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

The Board did not adjourn to Closed Session.

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ADJOURNMENT

The meeting adjourned at 7:48 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 2021 TAX YEAR APPRAISAL ROLL
AND NEW PROPERTY VALUE**

RECOMMENDATION:

That the Board of Trustees consider approval of the following documents submitted by Carmen P. Turner, MPA, Fort Bend County Tax Assessor/Collector:

Submission of 2021 Tax Year Appraisal Roll and New Property Value
2021 Tax Year Certified Appraisal Roll Totals and Other Certifications

PROGRAM DESCRIPTION:

Carmen P. Turner, MPA, Fort Bend County Tax Assessor/Collector, requested that the above documents be recorded in the official minutes of the Lamar Consolidated Independent School District. A copy of the letter from Ms. Turner requesting the receipt of information, as well as copies of the documents, are attached.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



COUNTY TAX ASSESSOR-COLLECTOR
Fort Bend County, Texas

Carmen P. Turner, MPA
County Tax Assessor-Collector

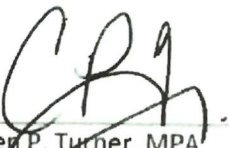
(281) 341-3710
Fax (832) 471-1830
www.fortbendcountytexas.gov

**SUBMISSION OF 2021 TAX YEAR APPRAISAL ROLL
AND NEW PROPERTY VALUE**

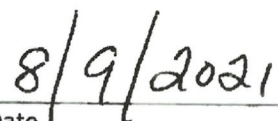
I, Carmen P. Turner, Tax Assessor Collector for Lamar CISD submit the following information from the 2021 Certified Appraisal Roll for Fort Bend County for your review:

- Taxable Value of New Property is \$1,067,383,827
- Appraised Value of All Properties is \$26,782,601,274
- Taxable Value of All Properties is \$21,207,597,077

Please record receipt of the above information into the minutes of your next meeting.



Carmen P. Turner, MPA
Fort Bend County Tax Assessor/Collector



Date



FORT BEND CENTRAL APPRAISAL DISTRICT

2801 B.F. Terry Blvd. Rosenberg, Texas 77471-5600

Phone (281) 344-8623 www.fbcad.org

Appraisal Review Board

Fort Bend County, Texas

Order Approving Appraisal Records

After review of the appraisal records of the Fort Bend Central Appraisal District and hearing and determining all taxpayer protests and taxing unit challenges which were properly brought before the Appraisal Review Board in accordance with the Texas Property Tax Code, the Board, with a quorum present, has determined that the appraisal records should be approved as changed by Board orders duly filed with the Chief Appraiser.

It is therefore ordered that the appraisal records, as changed, are approved and constitute the appraisal roll for the Fort Bend Central Appraisal District for the tax year 2021.

The approved appraisal records are attached to the Order and are incorporated herein by reference the same as if fully copied and set forth as length.

Total Value for S01 LAMAR CISD

Total Market Value	<u>\$26,782,601,274</u>
Total Assessed Value	<u>\$23,307,718,667</u>
Total Net Taxable Value	<u>\$21,207,597,077</u>
Freeze Adjusted Taxable	<u>3,839</u>

Signed this 16th day of July 2021

A handwritten signature in cursive script, appearing to read "Joe Grace", written over a horizontal line.

Joseph Grace
Appraisal Review Board Chairman
Fort Bend County, Texas

A handwritten signature in cursive script, appearing to read "Tracie Zimmerman", written over a horizontal line.

Tracie Zimmerman
Appraisal Review Board Secretary
Fort Bend County, Texas



FORT BEND CENTRAL APPRAISAL DISTRICT

2801 B.F. Terry Blvd. Rosenberg, Texas 77471-5600

Phone (281) 344-8623 www.fbcad.org

Fort Bend County, Texas

Certification Statement:

In accordance with and pursuant to Tax Code Section 26.01, on this 21 day of July, I, Jordan T. Wise, Chief Appraiser for the Fort Bend Central Appraisal District, do hereby certify to the tax assessor for LAMAR CISD the appraisal roll and other required information for LAMAR CISD.

The value of all property in, S01 LAMAR CISD as shown by the certified appraisal roll for 2021, after being submitted to and approved by the appraisal review board is:

Total Market Value \$26,782,601,274

Total Assessed Value \$23,307,718,667

Witness my hand, July 21, 2021

Jordan T. Wise

Jordan T. Wise
Chief Appraiser



FORT BEND CENTRAL APPRAISAL DISTRICT

2801 B.F. Terry Blvd. Rosenberg, Texas 77471-5600

Phone (281) 344-8623 www.fbcad.org

LIMITING CONDITIONS

The appraised value estimates provided by the district are subject to the following conditions:

1. The appraisals were prepared exclusively for ad valorem tax purposes.
2. The property characteristic data upon which the appraisals are based is assumed to be correct. Exterior inspections of the property appraised were performed as staff resources and time allowed.
3. Validation of sales transactions was attempted through questionnaires to buyer and seller, telephone survey, and field review. In the absence of such confirmation, residential and commercial sales information obtained from vendors was considered reliable.
4. I have attached a list of staff providing significant mass appraisal assistance to the person signing this certification.
5. The district's latest ratio study results are available upon request.

List of staff providing significant mass appraisal assistance to the person signing this certification:

Licensed Appraiser	Licensed Appraiser	Licensed Appraiser	Licensed Appraiser
Adidi, Latisha	Fredrickson, Bo	Lott, Joscelyne	Smith, Mark
Alvarado, Taylor	Fuentes, Francisco	Luna, Cesar	Soliz, Crystal
Applegate, Michael	Garcia, Amanda	Manak, Kris	Stavely, Taffanie
Bejarano, Jocelyne	Garcia, Jasmine	Martinez, Melissa	Steffey, Whitney
Benjebbour, Tiffany	Gary, Michael	Masculine, Tiffany	Strine, Tara
Boettcher, Jerrica	Garza, Christene	Merecka, Amber	Sury, Rodney
Brown, Henry	Hall, Matthew	Moreno, Gilbert	Templet, Marissa
Cage, Desmond	Heitman, Katie	Muse, Sandy	Thompson, Brandon
Cariaga, Anna	Herrera, Jeanine	O'Dwyer, Barry	Torres, Paul
Clark, Karen	Herrera, Natasha	Paule, Zurelle	Turrubiate, Liz
Coba, Indra	Herrera, Raymond	Perkins, Clarence	Vasquez, Carlos
Cole, Christi	Hester, Ashley	Phillips, Wayne	Washington, LaTonja
Damani, Naila	Jackson, Lori	Rangel, Cynthia	Wharton, Chuck
DeLeon, Karen	Jamail, Helen	Reyes, Jacob	Williams, Kaitlin
DeLuna, Ruben	Ji, Vivian	Robles, Kelvin	Wise, Jordan
Duran, Yvonne	Johnson, Tracey	Rodriguez, Kimberly	Wogan, Rex
Ellis, Michael	Klein, Irene	Rubalcaba, Mandi	Wooten, Cliff
Estrada, Maria	Kruse, Ben	Schlepphorst, Gary	
Flores, Daniel	Llanes, Isabel	Schweinler, Brandon	



FORT BEND CENTRAL APPRAISAL DISTRICT

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Fort Bend County, Texas

CERTIFICATION OF 2021 APPRAISAL ROLL

FOR S01 LAMAR CISD

In accordance with and pursuant to Tax Code Section 26.01, on this 21 day of July, I, Jordan T. Wise, Chief Appraiser for the Fort Bend Central Appraisal District, do hereby certify to the tax assessor for LAMAR CISD the appraisal roll, and other required information for LAMAR CISD.

2021 Appraisal Roll:

Total Market Value	<u>\$26,782,601,274</u>
Total Assessed Value	<u>\$23,307,718,667</u>
Total Taxable Value	<u>\$21,207,597,077</u>
Freeze Adjusted Taxable	<u>\$18,326,618,817</u>
Number of Accounts	<u>106,499</u>

Jordan T. Wise

Jordan T. Wise
Chief Appraiser

July 21, 2021

Date

CPH.
Received By

7/26/21
Date

Assessment Roll Grand Totals Report

FT. BEND CENTRAL APPRAISAL DISTRICT

Tax Year: 2021 As of: Certification

S01 - Lamar CISD (ARB Approved Totals)

Number of Properties: 102660

Land Totals

Land - Homesite	(+)	\$3,174,222,215		
Land - Non Homesite	(+)	\$2,118,752,787		
Land - Ag Market	(+)	\$1,640,867,210		
Land - Timber Market	(+)	\$0		
Land - Exempt Ag/Timber Market	(+)	\$0		
Total Land Market Value	(=)	\$6,933,842,212	(+)	\$6,933,842,212

Improvement Totals

Improvements - Homesite	(+)	\$13,545,510,553		
Improvements - Non Homesite	(+)	\$4,324,678,338		
Total Improvements	(=)	\$17,870,188,891	(+)	\$17,870,188,891

Other Totals

Personal Property (4450)		\$1,882,669,108	(+)	\$1,882,669,108
Minerals (4291)		\$17,599,170	(+)	\$17,599,170
Autos (458)		\$78,301,893	(+)	\$78,301,893
Total Market Value			(=)	\$26,782,601,274
Total Homestead Cap Adjustment (4374)				(-) \$122,911,547
Total Exempt Property (9608)				(-) \$1,749,254,970

Productivity Totals

Total Productivity Market (Non Exempt)	(+)	\$1,640,867,210		
Ag Use (3549)	(-)	\$38,151,120		
Timber Use (0)	(-)	\$0		
Total Productivity Loss	(=)	\$1,602,716,090		(-) \$1,602,716,090
Total Assessed				(=) \$23,307,718,667

Exemptions

			(HS Assd	12,957,447,869)
(HS) Homestead Local (45245)	(+)	\$0		
(HS) Homestead State (45245)	(+)	\$1,096,684,966		
(O65) Over 65 Local (12287)	(+)	\$0		
(O65) Over 65 State (12287)	(+)	\$119,372,738		
(DP) Disabled Persons Local (812)	(+)	\$0		
(DP) Disabled Persons State (812)	(+)	\$7,564,311		
(DV) Disabled Vet (1083)	(+)	\$11,134,814		
(DVX) Disabled Vet 100% (697)	(+)	\$189,953,554		
(DVXSS) DV 100% Surviving Spouse (43)	(+)	\$9,691,885		
(PRO) Prorated Exempt Property (18)	(+)	\$783,494		
(SOL) Solar (21)	(+)	\$579,420		
(PC) Pollution Control (8)	(+)	\$507,185,539		
(AUTO) Lease Vehicles Ex (252)	(+)	\$73,139,253		
(HT) Historical (5)	(+)	\$16,174,396		
(FP) Freeport (25)	(+)	\$67,817,140		
(HB366) House Bill 366 (311)	(+)	\$40,080		
Total Exemptions	(=)	\$2,100,121,590		(-) \$2,100,121,590
Net Taxable (Before Freeze)				(=) \$21,207,597,077

Assessment Roll Grand Totals Report

FT. BEND CENTRAL APPRAISAL DISTRICT

Tax Year: 2021 As of: Certification

**** O65 Freeze Totals

Freeze Assessed	\$3,193,464,437
Freeze Taxable	\$2,739,322,358
Freeze Ceiling (11358)	\$28,891,141.23

**** O65 Transfer Totals

Transfer Assessed	\$29,427,920
Transfer Taxable	\$26,357,420
Post-Percent Taxable	\$21,011,983
Transfer Adjustment (90)	\$5,345,437

Freeze Adjusted Taxable (Net Taxable - Freeze Taxable - Transfer Adjustment)	(=)	\$18,462,929,282
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*** DP Freeze Totals

Freeze Assessed	\$167,081,195
Freeze Taxable	\$136,294,081
Freeze Ceiling (775)	\$1,438,909.68

*** DP Transfer Totals

Transfer Assessed	\$28,130
Transfer Taxable	\$23,130
Post-Percent Taxable	\$6,746
Transfer Adjustment (1)	\$16,384

Freeze Adjusted Taxable (Net Taxable - Freeze Taxable - Transfer Adjustment)	(=)	\$18,326,618,817
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FORT BEND CENTRAL APPRAISAL DISTRICT

2801 B.F. Terry Blvd. Rosenberg, Texas 77471-5600

Phone (281) 344-8623 www.fbcad.org

Fort Bend County, Texas

Chief Appraiser's Reasonable Estimate of Value for Property Under Review as of 2021 Appraisal Roll Certification

On July 16, 2021, the Appraisal Review Board of Fort Bend County, Texas, met to approve the appraisal records for tax year 2021. At the time of certification 99.12 of the roll value was approved leaving 0.88% of the value still under review. Under Section 26.01 of the Texas Property Tax Code, the chief appraiser must give a reasonable estimate of value for the properties still under review.

For S01 LAMAR CISD, the district's full certified appraised value is as follows:

Market Value \$26,782,601,274

Taxable Value \$21,207,597,077

A reasonable estimate of value for the properties still under review is as follows:

Under Review		Estimated Value Adjusted for ARB Action	
Market value is	<u>\$264,779,023</u>	<u>Market Value</u>	<u>\$254,187,862</u>
Taxable Value is	<u>\$210,786,620</u>	<u>Taxable Value</u>	<u>\$202,355,155</u>
Freeze Adjusted Taxable	<u>\$204,556,149</u>	<u>Freeze Adjusted</u>	<u>\$196,373,903</u>

I, the undersigned, the duly selected chief appraiser of Fort Bend Central Appraisal District, do hereby certify this to be a reasonable estimate of value of the property still under protest for 2021.

Witness my hand, July 21, 2021.

Jordan T. Wise
Chief Appraiser

Assessment Roll Grand Totals Report

FT. BEND CENTRAL APPRAISAL DISTRICT

Tax Year: 2021 As of: Certification

S01 - Lamar CISD (Under ARB Review Totals)

Number of Properties: 3839

Land Totals

Land - Homesite	(+)	\$6,509,970		
Land - Non Homesite	(+)	\$76,672,080		
Land - Ag Market	(+)	\$10,866,660		
Land - Timber Market	(+)	\$0		
Land - Exempt Ag/Timber Market	(+)	\$0		
Total Land Market Value	(=)	\$94,048,710	(+)	\$94,048,710

Improvement Totals

Improvements - Homesite	(+)	\$21,132,050		
Improvements - Non Homesite	(+)	\$14,580,379		
Total Improvements	(=)	\$35,712,429	(+)	\$35,712,429

Other Totals

Personal Property (1209)		\$84,647,024	(+)	\$84,647,024
Minerals (196)		\$20,020	(+)	\$20,020
Autos (600)		\$50,350,840	(+)	\$50,350,840
Total Market Value			(=)	\$264,779,023
Total Homestead Cap Adjustment (17)				(-) \$1,489,610
Total Exempt Property (19)				(-) \$62,080

Productivity Totals

Total Productivity Market (Non Exempt)	(+)	\$10,866,660		
Ag Use (10)	(-)	\$47,070		
Timber Use (0)	(-)	\$0		
Total Productivity Loss	(=)	\$10,819,590		(-) \$10,819,590
Total Assessed				(=) \$252,407,743

Exemptions

			(HS Assd	20,863,150)
(HS) Homestead Local (58)	(+)	\$0		
(HS) Homestead State (58)	(+)	\$1,400,000		
(O65) Over 65 Local (23)	(+)	\$0		
(O65) Over 65 State (23)	(+)	\$215,000		
(DP) Disabled Persons Local (1)	(+)	\$0		
(DP) Disabled Persons State (1)	(+)	\$10,000		
(DV) Disabled Vet (3)	(+)	\$24,500		
(PRO) Prorated Exempt Property (1)	(+)	\$473		
(HB366) House Bill 366 (221)	(+)	\$23,210		
(AUTO) Lease Vehicles Ex (200)	(+)	\$39,947,940		
Total Exemptions	(=)	\$41,621,123		(-) \$41,621,123
Net Taxable (Before Freeze)				(=) \$210,786,620

Assessment Roll Grand Totals Report

FT. BEND CENTRAL APPRAISAL DISTRICT

Tax Year: 2021 As of: Certification

**** O65 Freeze Totals

Freeze Assessed	\$6,529,400
Freeze Taxable	\$5,904,900
Freeze Ceiling (19)	\$51,737.67

**** O65 Transfer Totals

Transfer Assessed	\$330,310
Transfer Taxable	\$295,310
Post-Percent Taxable	\$282,849
Transfer Adjustment (1)	\$12,461

Freeze Adjusted Taxable (Net Taxable - Freeze Taxable - Transfer Adjustment)	(=)	\$204,869,259
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*** DP Freeze Totals

Freeze Assessed	\$348,110
Freeze Taxable	\$313,110
Freeze Ceiling (1)	\$3,569.50

*** DP Transfer Totals

Transfer Assessed	\$0
Transfer Taxable	\$0
Post-Percent Taxable	\$0
Transfer Adjustment (0)	\$0

Freeze Adjusted Taxable (Net Taxable - Freeze Taxable - Transfer Adjustment)	(=)	\$204,556,149
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Effective Tax Rate Report

Tax Year: 2021

Taxing Unit: S01 - Lamar CISD

NEW EXEMPTIONS:

	COUNT	2020 ABSOLUTE EX VALUES	2021 PARTIAL EX VALUES
NEW EXEMPT PROPERTY	246	\$1,546,866	
NEW HS EXEMPTIONS	4,729		\$60,702,182
NEW PRO EXEMPTIONS	0		\$0
NEW OA EXEMPTIONS	1,046		\$6,273,455
NEW DP EXEMPTIONS	33		\$184,520
NEW DV1 EXEMPTIONS	18		\$118,000
NEW DV2 EXEMPTIONS	21		\$176,250
NEW DV3 EXEMPTIONS	17		\$158,000
NEW DV4 EXEMPTIONS	56		\$639,420
NEW DVX EXEMPTIONS	24		\$2,572,827
NEW HB366 EXEMPTIONS	0		\$0
NEW PC EXEMPTIONS	0		\$0
NEW FRSS EXEMPTIONS	0		\$0

ABSOLUTE EX TOTAL		\$1,546,866
PARTIAL EX TOTAL	(+)	\$70,824,654
2020 TAXABLE VALUE LOST DUE TO PROPERTY BECOMING EXEMPT IN 2021	(=)	\$72,371,520

NEW ANNEXED PROPERTY:

	COUNT	APPRAISED VALUE	TAXABLE VALUE
NEWLY ANNEXED PROPERTY	0	\$0	\$0
IMPROVEMENT SEGMENTS	0	\$0	
LAND SEGMENTS	0	\$0	
MINERAL	0	\$0	
OTHER	0	\$0	

TAXABLE VALUE ON NEWLY ANNEXED PROPERTY:	\$0
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NEW AG APPLICATIONS:

NEW AG APPLICATIONS COUNT	4
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2020 MARKET		\$89,249
2021 USE	(-)	\$2,260
VALUE LOST DUE TO AG APPLICATIONS:	(=)	\$86,989 (\$86,989 Taxable)

NEW IMPROVEMENTS:

	COUNT	TOTAL APPRAISED VALUE ¹	NEW CURRENT TAXABLE ²
NEW IMPROVEMENTS	4,872	\$1,186,105,401	\$926,740,756
RESIDENTIAL	4,832	\$1,162,495,852	\$911,286,225
COMMERCIAL	21	\$23,336,659	\$15,392,781
OTHER	19	\$272,890	\$61,750

NEW ADDITIONS	410	\$114,113,530	\$28,725,169
RESIDENTIAL	405	\$113,508,550	\$28,546,011
COMMERCIAL	0	\$0	\$0
OTHER	5	\$604,980	\$179,158
PERCENT COMPLETION CHANGED	813	\$259,264,065	\$99,968,692
TOTAL NEW PERSONAL VALUE	37	\$13,923,520	\$11,949,210
SECTION 52 & 59	0	\$0	\$0
REDUCED/EXPIRING ABATEMENTS	0	\$0	\$0
TOTALS:		\$1,573,406,516	\$1,067,383,827

2020 TOTAL TAXABLE (EXCLUDES UNDER PROTEST)	\$19,225,905,322
2020 OA DP FROZEN TAXABLE	\$2,561,473,765
2020 TAX RATE	1.2691
2020 OA DP TAX CEILING	\$27,174,989
2021 CERTIFIED TAXABLE	\$21,207,597,077
2021 TAXABLE UNDER PROTEST	\$210,786,620
2021 OA FROZEN TAXABLE	\$2,739,322,358
2021 DP FROZEN TAXABLE	\$136,294,081
2021 TRANSFERRED OA FROZEN TAXABLE	\$5,345,437
2021 TRANSFERRED DP FROZEN TAXABLE	\$16,384
2021 OA FROZEN TAXABLE UNDER PROTEST	\$5,904,900
2021 DP FROZEN TAXABLE UNDER PROTEST	\$313,110
2021 TRANSFER OA WITH FROZEN TAXABLE UNDER PROTEST	\$12,461
2021 TRANSFER DP WITH FROZEN TAXABLE UNDER PROTEST	\$0
2021 APPRAISED VALUE	\$23,560,126,410
2021 OA DP TAX CEILING	\$30,385,358

1. Includes all land and other improvements of properties with new improvement values.
2. Includes only new improvement value.

2020 total taxable value.	1. \$19,225,905,322
2020 tax ceilings.	2a. \$2,561,473,765
2020 total adopted tax rate.	4. 1.269100
a. 2020 M&O tax rate.	a. 0.919100
b. 2020 I&S tax rate.	+b. 0.350000
2020 taxable value of property in territory deannexed after Jan. 1, 2020.	7. \$0
2020 taxable value lost because property first qualified for an exemption in 2021.	8. \$72,371,520
a. Absolute exemptions.	a. \$1,546,866
b. Partial exemptions.	+b. \$70,824,654
2020 taxable value lost because property first qualified for agricultural appraisal (1 - d or 1 - d - 1), timber appraisal, recreational/ scenic appraisal or public access airport special appraisal in 2021.	9. \$86,989
a. 2020 market value.	a. \$89,249
b. 2021 productivity or special appraisal value.	-b. \$2,260
2021 certified taxable.	\$21,207,597,077
2021 tax ceilings.	17a. \$2,880,978,260
Total 2021 taxable value of properties in territory annexed after Jan.1, 2020.	19. \$0
Total 2021 taxable value of new improvements and new personal property	20. \$1,067,383,827

* 2020 Values as of Supplement 12.

**CONSIDER APPROVAL OF THE CERTIFICATION OF 2021 TAX YEAR
ANTICIPATED COLLECTION RATE**

RECOMMENDATION:

That the Board of Trustees consider approval of the anticipated tax collection rate of 100.32% for the 2021 tax year.

PROGRAM DESCRIPTION:

The Texas Property Tax Code requires that the tax assessor-collector certify the anticipated tax collection rate for the upcoming year. Carmen P. Turner, MPA, has certified the rate for the 2021 tax year to be 100.32%. A copy of her letter certifying this rate is attached.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



COUNTY TAX ASSESSOR-COLLECTOR
Fort Bend County, Texas

Carmen P. Turner, MPA
County Tax Assessor-Collector

(281) 341-3710
Fax (832) 471-1830
www.fortbendcountytexas.gov

July 23, 2021

2021 Truth In Taxation Calculations

The following information is provided for Lamar CISD's 2021 Truth in Taxation Calculations.

Per Section 26.04(b) of Texas Property Tax Code, I, Carmen P. Turner, Tax Assessor-Collector for Lamar CISD, certify that:

The 2021 Anticipated Tax Collection Rate is **100.32%**.

2020 Actual Collection Rate 101.46%

2019 Actual Collection Rate 100.32%

2018 Actual Collection Rate 100.99%

The 2020 Debt Tax Collections were **-\$12,639,870**

Please record the certification into the minutes of your next governing body meeting.

Carmen P. Turner, MPA
Fort Bend County Tax Assessor-Collector

Date

**CONSIDER RATIFICATION OF QUARTERLY INVESTMENT REPORT
MARCH 2021 THROUGH MAY 31, 2021**

RECOMMENDATION:

That the Board of Trustees ratify the quarterly investment report as submitted for the quarter ending May 31, 2021.

IMPACT/RATIONALE:

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

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**Lamar Consolidated Independent School District
Quarterly Report of Investment Activity
for the quarter ending May 31, 2021**

Preface

House Bill 2459 amended the section of the Education Code that dealt with the investment of school district funds. Code Section 2256.023 as amended requires that the Investment Officer of the District prepare and submit to the Board of Trustees a report of investment activity and position on a quarterly basis. The attached report complies, to the best of our knowledge and ability, with the requirements, and covers the period March 1, 2021 through May 31, 2021.

Investment Strategy by Fund

GENERAL FUND STRATEGY:

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

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

DEBT SERVICE FUND STRATEGY:

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

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

CAPITAL PROJECTS FUND STRATEGY:

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

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

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

INVESTMENT POSITION AT MAY 31, 2021

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

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

COST TO FAIR MARKET VALUE COMPARISON

The cost to fair market value comparison follows in a separate section. All investable funds were deposited with authorized investment pools as of May 31, 2021. Pertinent details at May 31, 2021 of each pool in which the District had funds invested follows:

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
Texpool	1.00	\$24,705,953,566	\$24,709,263,076	0.9366%

The dollar weighted average maturity of the pool's portfolio for May 2021 was 32 days.

Lone Star, Government Overnight Fund	1.00	\$ 4,488,276,060	\$ 4,488,651,102	2.0765%
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The dollar weighted average maturity of the portfolio for the Government Overnight Fund for May 2021 was 46 days.

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
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MBIA, Texas CLASS	1.00	\$13,728,019,733	\$13,728,951,071	0.4232%
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The dollar weighted average maturity of the portfolio for Texas CLASS Fund for May 2021 was 54 days.

Texas Term, Daily Fund	1.00	\$3,497,504,104	\$3,497,822,504	3.3365%
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The dollar weighted average maturity of the portfolio for TEXAS TERM/DAILY Fund for May 2021 was 42 days.

TexStar,	1.00	\$9,216,832,522	\$9,217,901,992	0.8552%
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The dollar weighted average maturity of the portfolio for TEXSTAR Fund for May 2021 was 42 days.

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

We hereby certify that this report is a true and accurate description of the investment portfolio of the Lamar Consolidated Independent School District for the period ending May 31, 2021. This report fully discloses all material aspects of the District's cash and investment position for the quarter then ended. All investments are in compliance with the Public Funds Investment Act (HB 2459) and local investment policy.

Submitted by:


 Jill Ludwig,
 Chief Financial Officer

Date: 8/6/2021


 Yvonne Dawson
 Director of Budget & Treasury

Date: 8/6/21


 Michele Reynolds
 Director of Finance

Date: 8/6/21

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING MAY 31, 2021

<u>DEMAND DEPOSIT ACCOUNT BALANCES¹</u>	<u>03/31/2021</u>	<u>04/30/2021</u>	<u>05/31/2021</u>
General Fund	954,160	1,002,983	467,151
Special Revenue Funds (Combined)	35,113	1,083,144	1,610,047
Debt Service Fund	3,029,989	3,020,489	3,020,489
Capital Projects Fund	2,317,997	1,370,560	2,374,105
Workmen's Compensation and Health Insurance Trust Funds	692,286	1,240,713	1,313,913
Trust and Agency Funds, excluding Student Activity Funds	35,120	35,120	35,120
Student Activity Funds	2,448,101	2,507,591	2,526,670
Total Demand Deposits/Cash on Hand	<u>9,512,766</u>	<u>10,260,600</u>	<u>11,347,495</u>

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

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING MAY 31, 2021

	<u>INVESTMENT POOLS*</u>		
	03/31/2021	04/30/2021	05/31/2021
General Fund			
Texpool	126,281,861	112,256,677	91,576,516
Lone Star	2,774,886	2,774,900	2,774,912
Texas CLASS	16,490,620	16,491,758	16,492,866
Food Service Fund			
Texpool	546,294	546,300	546,305
Lone Star	45,832	45,832	45,832
Debt Service Fund			
Texpool	19,739,323	20,686,036	26,101,538
Lone Star	720	720	720
Texas CLASS	834	834	834
TexasTerm/Daily	67,214	67,217	67,219
TexSTAR	2,607,586	2,607,610	2,607,632
Capital Projects Fund			
Texpool	23,280,371	17,956,599	112,245,174
Lone Star	78,518,740	78,519,117	90,077,143
Texas CLASS	30,148,898	29,852,999	41,603,683
TexasTerm/Daily	35,866,397	27,434,037	116,626,512
TexSTAR	53,153,869	52,215,884	76,216,419
Workmen's Compensation and Health Insurance Trust Funds			
Texpool	1,969,718	1,436,706	823,742
Lone Star	298,989	298,990	298,991
Special Revenue Funds			
Texpool	56,404	56,405	56,405
Student Activity Funds			
Texpool	35,077	35,077	35,077
Total Investment in Pools	391,853,633	363,283,698	578,197,510
Summary of Interest Earned by Month			
Texpool	2,929	1,836	1,617
Lone Star	935	392	377
Texas CLASS	3,440	2,790	3,162
TexSTAR	1,164	513	558
Texas Term/Daily	1,542	1,382	2,337
Total Interest Earned from Investment Pools	10,010	6,913	8,051
Average Yield by Month			
Texpool	0.02	0.01	0.01
Lone Star	0.01	0.01	0.01
Texas CLASS	0.11	0.08	0.08
TexSTAR	0.02	0.01	0.01
Texas Term/Daily	0.05	0.05	0.04

* See supplemental report attached for balances at May 31, 2021 and details of transactions.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 DETAILS OF TRANSACTIONS FOR INVESTMENT POOLS

INVESTMENT POOLS	02/28/2021	DEPOSITS	WITHDRAWALS	03/31/2021	DEPOSITS	WITHDRAWALS	04/30/2021	DEPOSITS	WITHDRAWALS	05/31/2021
General Fund										
	138,734,126	3,894,877	(16,347,142)	126,281,861	10,936,774	(24,961,958)	112,256,677	1,051,858	(21,732,019)	91,576,516
Texpool		32	-	2,774,886	14	-	2,774,900	12	-	2,774,912
Lone Star	2,774,854	1,472	-	16,490,620	1,138	-	16,491,758	1,098	-	16,492,856
Texas CLASS	16,489,148									
Food Service Fund										
	546,285	9	-	546,294	6	-	546,300	5	-	546,305
Texpool		1	-	45,832	-	-	45,832	-	-	45,832
Lone Star	45,831									
Debt Service Fund										
	18,561,272	1,180,638	(2,587)	19,739,323	946,713	-	20,686,036	5,415,502	-	26,101,538
Texpool										
Lone Star	720	-	-	720	-	-	720	-	-	720
Texas CLASS	834	-	-	834	-	-	834	-	-	834
Texas Term/Daily	67,211	3	-	67,214	3	-	67,217	2	-	67,219
TexSTAR	2,607,538	48	-	2,607,586	24	-	2,607,610	22	-	2,607,632
Capital Projects Fund										
	26,399,848	400	(3,119,877)	23,280,371	235	(5,324,007)	17,956,599	96,000,521	(1,711,946)	112,245,174
Texpool										
Lone Star	78,517,841	899	-	78,518,740	377	-	78,519,117	12,000,364	(442,338)	90,077,143
Texas CLASS	31,288,564	1,968	(1,141,634)	30,148,898	1,652	(297,551)	29,852,999	12,002,064	(251,380)	41,603,683
Texas Term/Daily	35,952,376	1,540	(87,519)	35,866,397	1,381	(8,433,741)	27,434,037	96,002,336	(6,809,861)	116,626,512
TexSTAR	68,100,269	1,115	(14,947,515)	53,153,869	489	(938,474)	52,215,884	24,000,535	-	76,216,419
Workmen's Compensation and Health Insurance Trust Funds										
	2,397,533	1,722,185	(2,150,000)	1,969,718	1,961,988	(2,495,000)	1,436,706	1,882,036	(2,495,000)	823,742
Texpool		3	-	298,989	1	-	298,990	1	-	298,991
Lone Star	298,986									
Special Revenue Funds										
	56,403	1	-	56,404	1	-	56,405	-	-	56,405
Texpool										
Texpool	35,077	-	-	35,077	-	-	35,077	-	-	35,077
Student Activity Funds										
	422,874,716	6,805,191	(37,796,274)	391,883,633	13,850,796	(42,450,731)	363,283,698	249,356,356	(33,442,544)	578,197,510
Total Investment in Pools										

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 July 31, 2021 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:

Thomas Randle
Dr. Thomas Randle
Superintendent

SCHEDULE OF JULY 2021 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 July total \$34,064,730 and are shown below by category.

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>	<u>June 2021 For Reference Only</u>
611/612	Salaries and Wages, All Personnel	21,025,561	21,364,573
614	Employee Benefits	1,145,261	1,084,788
621	Professional Services	30,141	39,620
622	Tuition and Transfer Payments	21,636	-
623	Education Services Center	38,944	530
624	Contracted Maintenance and Repair Services	988,772	377,304
625	Utilities	1,883,297	174,314
626	Rentals and Operating Leases	44,379	690,872
629	Miscellaneous Contracted Services	472,323	477,175
631	Supplies and Materials for Maintenance and Operations	226,085	214,164
632	Textbooks and Other Reading Materials	236,154	302,419
633	Testing Materials	107,472	78,724
634	Food Service	24,331	287,536
639	General Supplies and Materials	2,957,399	3,306,785
641	Travel and Subsistence -- Employee and Student	41,312	38,720
642	Insurance and Bonding Costs	6,360	61,221
649	Miscellaneous Operating Costs/Fees and Dues	137,831	64,886
659	Other Debt Services Fees	2,250	-
661	Land Purchase and/or Improvements	5,000	217,007
662	Building Purchase, Construction, and/or Improvements	3,446,524	8,481,879
663	Furniture & Equipment - \$5,000 or more per unit cost	1,206,567	476,254
141	Pre-paid	-	180,454
217	Operating Transfers, Loans and Reimbursements	112	385
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	17,019	5,564
	Total	34,064,730	37,925,173

PROGRAM DESCRIPTION:

The report above represents all expenditures made during the month of July 2021. The detailed check information is available upon request.

Submitted by,



Michele Reynolds,
Director of Finance

Recommended for approval,



Dr. Roosevelt Nivens
Superintendent

**LAMAR CONSOLIDATED I.S.D.
GENERAL FUND
YEAR TO DATE CASH RECEIPTS AND EXPENDITURES
(BUDGET AND ACTUAL)
AS OF JULY 31, 2021**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	178,842,698.00	174,713,961.00	(4,128,737.00)	97.7%
5800-STATE PROGRAM REVENUES	154,687,730.00	112,721,857.00	(41,965,873.00)	72.9%
5900-FEDERAL PROGRAM REVENUES	4,035,559.00	4,647,706.00	612,147.00	115.2%
TOTAL- REVENUES	337,565,987.00	292,083,524.00	(45,482,463.00)	86.5%
EXPENDITURES				
6100-PAYROLL COSTS	281,901,582.00	251,280,276.00	30,621,306.00	89.1%
6200-PROFESSIONAL/CONTRACTED SVCS.	30,451,488.00	22,388,477.00	8,063,011.00	73.5%
6300-SUPPLIES AND MATERIALS	25,063,986.00	14,744,137.00	10,319,849.00	58.8%
6400-OTHER OPERATING EXPENDITURES	5,850,145.00	4,129,817.00	1,720,328.00	70.6%
6600-CAPITAL OUTLAY	3,344,164.00	1,471,668.00	1,872,496.00	44.0%
TOTAL-EXPENDITURES	346,611,365.00	294,014,375.00	52,596,990.00	84.8%

**Local Investment Pools
as of July 31, 2021**

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	546,310.85	0.00	0.00	8.77	546,319.62
General Account	48,909,555.06	0.00	15,787,823.09	617.20	33,122,349.17
Health Insurance	98,780.95	2,096,156.42	1,400,000.00	23.91	794,961.28
Workmen's Comp	211,874.40	41,666.67	50,000.00	3.96	203,545.03
Property Tax	42,466,856.09	946,734.88	0.00	688.81	43,414,279.78
Vending Contract Sponsor	304,559.09	0.00	0.00	4.85	304,563.94
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Capital Projects Series 2005	1,066,283.11	0.00	0.00	17.16	1,066,300.27
Student Activity Funds	35,077.37	0.00	0.00	0.30	35,077.67
Taylor Ray Donation Account	54.72	0.00	0.00	0.00	54.72
Capital Projects Series 2007	119,321.64	0.00	0.00	1.88	119,323.52
Common Threads Donation	56,406.00	0.00	0.00	0.93	56,406.93
Debt Service 2012A	83.43	0.00	0.00	0.00	83.43
Debt Service 2012B	65.94	0.00	0.00	0.00	65.94
Debt Service 2014A	623.33	0.00	0.00	0.00	623.33
Debt Service 2014B	38.34	0.00	0.00	0.00	38.34
Debt Service 2013	26.49	0.00	0.00	0.00	26.49
Debt Service 2013A	1,963.65	0.00	0.00	0.00	1,963.65
Debt Service 2015	141.21	0.00	0.00	0.00	141.21
Debt Service 2016A	872,515.58	0.00	0.00	14.02	872,529.60
Debt Service 2016B	231,369.29	0.00	0.00	3.71	231,373.00
Debt Service 2017	180,134.20	0.00	0.00	2.89	180,137.09
Capital Projects 2017	1.00	0.00	0.00	0.00	1.00
Debt Service 2018	2,354,777.57	0.00	0.00	37.75	2,354,815.32
Capital Projects 2018	2,045.75	0.00	0.00	0.00	2,045.75
Capital Projects 2019	12,285,792.42	0.00	1,627,062.18	184.02	10,658,914.26
Debt Service 2019	3,442,406.73	0.00	0.00	55.19	3,442,461.92
Debt Service Capitalized Interest 2019	27,023.97	0.00	0.00	0.32	27,024.29
Debt Service 2020	442,587.55	0.00	0.00	7.15	442,594.70
Debt Service 2021	2,044,026.12	0.00	0.00	32.80	2,044,058.92
Debt Service Capitalized Interest 2021	5,015,145.92	0.00	0.00	80.39	5,015,226.31
Capital Projects 2021	96,001,403.29	0.00	1,314,372.66	1,536.14	94,688,566.77
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	90,758.47	0.00	0.00	0.39	90,758.86
Workers' Comp	298,993.96	0.00	0.00	1.30	298,995.26
Property Tax Fund	34,060.78	0.00	0.00	0.15	34,060.93
General Fund	2,740,862.18	0.00	0.00	11.90	2,740,874.08
Food Service Fund	45,831.75	0.00	0.00	0.20	45,831.95
Debt Service Series 1996	324.85	0.00	0.00	0.00	324.85
Capital Project Series 1998	742.05	0.00	0.00	0.00	742.05
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	406.79	0.00	0.00	0.00	406.79
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	53.98	0.00	0.00	0.00	53.98
Debt Service Series 2015	382.44	0.00	0.00	0.00	382.44
Capital Projects 2017	0.12	0.00	0.00	0.00	0.12
Capital Projects 2018	46,271,699.35	0.00	1,994,789.36	197.37	44,277,107.36
Debt Service Series 2018	10.73	0.00	0.00	0.00	10.73
Capital Projects 2019	26,402,280.57	0.00	0.00	114.59	26,402,395.16
Capital Projects 2021	12,000,073.92	0.00	0.00	52.08	12,000,126.00
MBIA Texas CLASS Fund					
General Account	16,493,685.71	0.00	0.00	861.25	16,494,546.96
Capital Project Series 1998	972.20	0.00	0.00	0.02	972.22
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	2,112,379.14	0.00	0.00	110.31	2,112,489.45
Debt Service 2015	833.72	0.00	0.00	0.01	833.73
Capital Projects 2017	11,937,036.70	0.00	92,513.00	201.21	11,844,724.91
Capital Projects 2019	15,059,175.09	0.00	0.00	786.33	15,059,961.42
Capital Projects 2021	9,783,942.84	0.00	0.00	510.89	9,784,453.73
TEXSTAR					
Capital Projects Series 2007	786.18	0.00	0.00	0.00	786.18
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	137.94	0.00	0.00	0.00	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	4,862.41	0.00	0.00	0.01	4,862.42
Capital Projects 2014B	2.65	0.00	0.00	0.00	2.65
Debt Service 2015	2,659.10	0.00	0.00	0.00	2,659.10
Capital Projects 2015	1.40	0.00	0.00	0.00	1.40
Capital Projects 2017	1.00	0.00	0.00	0.00	1.00
Capital Projects 2018	20,199,659.78	0.00	0.00	171.49	20,199,831.27
Debt Service 2018	129,471.73	0.00	0.00	1.18	129,472.91
Debt Service 2019	2,475,507.70	0.00	0.00	21.04	2,475,528.74
Capital Projects 2019	32,011,291.63	0.00	0.00	271.87	32,011,563.50
Capital Projects 2021	24,000,289.45	0.00	0.00	203.92	24,000,493.37
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,067,129.51	0.00	0.00	18.50	1,067,148.01
Capital Projects Series 2008	149.46	0.00	0.00	0.00	149.46
Capital Projects Series 2012A	0.21	0.00	0.00	0.00	0.21
Capital Projects Series 2014A	111,932.01	0.00	0.00	1.94	111,933.95
Capital Projects Series 2014B	500,207.35	0.00	0.00	8.67	500,216.02
Debt Service 2015	114.98	0.00	0.00	0.00	114.98
Capital Projects 2015	3,343,043.92	1,929,708.44	1,929,708.44	51.31	3,343,095.23
Capital Projects 2017	41.84	0.00	0.00	0.00	41.84
Capital Projects 2018	7.15	0.00	0.00	0.00	7.15
Debt Service 2018	67,105.43	0.00	0.00	1.16	67,106.59
Capital Projects 2019	15,147,626.03	0.00	0.00	262.57	15,147,888.60
Capital Projects 2021	96,003,807.37	0.00	1,929,708.44	1,637.32	94,075,736.25

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	0.02	\$3,322.15
LONE STAR ACCOUNT INTEREST	0.01	\$377.98
MBIA TEXAS CLASS ACCOUNT INTEREST	0.06	\$2,470.02
TEXSTAR ACCOUNT INTEREST	4.8	\$669.51
TEXAS TERM/DAILY ACCOUNT INTEREST	0.02	\$1,981.47
TOTAL CURRENT MONTH EARNINGS		\$8,821.13
EARNINGS 9-01-20 THRU 6-30-21		\$216,070.98
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$224,892.11

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
Michele Reynolds, Director of Finance

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

Williams Elementary is requesting a budget change to pay for administrative cell phone service.

199-11	Instruction	(45.00)
199-23	School Leadership	45.00

Briscoe Junior High is requesting a budget change to pay for campus graphic wraps on entrance doors, auditorium doors and catwalk.

199-11	Instruction	(7,930.00)
199-51	Facilities Maintenance & Operations	7,930.00

Lamar Junior High is requesting two budget changes:

The first budget amendment is to pay for administrative cell phone service.

199-11	Instruction	(440.00)
199-23	School Leadership	440.00

The second budget amendment is to pay for campus graphic wraps for cafeteria windows.

199-23	School Leadership	(4,430.00)
199-51	Facilities Maintenance & Operations	4,430.00

The Office of the Chief Financial Officer is requesting a budget change to adjust all functional categories at year end to ensure compliance with TEA regulations (by avoiding overages at functional level). *

Revenues:

199-00	Revenues	1,000,000.00
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Expenditures:

199-11	Instruction	6,000,000.00
199-12	Instr. Resources and Media Services	500,000.00
199-13	Curriculum and Inst. Staff Development	250,000.00
199-21	Instructional Leadership	1,000,000.00
199-23	School Leadership	2,500,000.00
199-31	Guidance and Counseling	800,000.00
199-32	Social Work Services	150,000.00
199-33	Health Services	750,000.00
199-34	Student Transportation	2,000,000.00

199-41	General Administration	1,000,000.00
199-52	Security & Monitoring Services	1,400,000.00
199-81	Facilities Acquisition & Construction	500,000.00
199-99	Other Intergovernmental Charges	250,000.00
599-00	Other Sources-Bond Transactions	5,000,000.00

*Amounts subject to change as final calculations are ongoing.

CONSIDER APPROVAL OF LAMAR CISD INVESTMENT POLICY

RECOMMENDATION:

That the Board of Trustees review and approve the District's investment policy to comply with the Public Funds Investment Act (Texas Government Code Chapter 2256, Subchapter A).

IMPACT/RATIONALE:

Policies CDA (LEGAL) and CDA (LOCAL) follow for your review.

The Public Funds Investment Act requires that the investment policy and investment strategies of the District be reviewed annually. For compliance with the Act, the Board shall adopt a written instrument stating that it has reviewed the investment policy and investment strategies. The written instrument so adopted shall record any changes made to either the investment policy or investment strategies. The attached resolution shall serve as that written instrument.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

RESOLUTION OF ANNUAL REVIEW OF THE INVESTMENT POLICY OF Lamar Consolidated Independent School District

WHEREAS, Lamar Consolidated ISD, (the “District”) has been legally created and operates pursuant to the general laws of the State of Texas applicable to Independent School Districts; and

Whereas, the Board of Trustees has convened on this date at a meeting open to the public and wishes to review the Investment Policy for the District, in the form attached hereto, pursuant to Chapter 2256, The Texas Government Code, as amended from time to time; Now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE DISTRICT THAT:

Section 1: The Investment Policy, in the form attached hereto is hereby reviewed and approved at its annual review.

Section 2: The provisions of this resolution shall be effective as of the date reviewed and shall remain in effect until modified by action of the Board of Trustees.

PASSED AND APPROVED this 19th day of August 2021.

Joy Williams
President, Board of Trustees

ATTEST:

Joe Hubenak
Secretary, Board of Trustees

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All investments made by a district shall comply with the Public Funds Investment Act (Texas Government Code Chapter 2256, Subchapter A) and all federal, state, and local statutes, rules, or regulations. *Gov't Code 2256.026*

Definitions

Bond Proceeds	"Bond proceeds" means the proceeds from the sale of bonds, notes, and other obligations issued by a district, and reserves and funds maintained by a district for debt service purposes.
Investment Pool	"Investment pool" means an entity created under the Texas Government Code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield.
Pooled Fund Group	"Pooled fund group" means an internally created fund of a district in which one or more institutional accounts of a district are invested.
Separately Invested Asset	"Separately invested asset" means an account or fund of a district that is not invested in a pooled fund group. <i>Gov't Code 2256.002(1), (6), (9), (12)</i>
Pledged Revenue	"Pledged revenue" means money pledged to the payment of or as security for: <ol style="list-style-type: none">1. Bonds or other indebtedness issued by a district;2. Obligations under a lease, installment sale, or other agreement of a district; or3. Certificates of participation in a debt or obligation described by item 1 or 2. <i>Gov't Code 2256.0208(a)</i>
Repurchase Agreement	"Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations, described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds), at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement. <i>Gov't Code 2256.011(b)</i>
Hedging	"Hedging" means acting to protect against economic loss due to price fluctuation of a commodity or related investment by entering

into an offsetting position or using a financial agreement or producer price agreement in a correlated security, index, or other commodity.

Eligible Entity

“Eligible entity” means a political subdivision that has:

1. A principal amount of at least \$250 million in outstanding long-term indebtedness, long-term indebtedness proposed to be issued, or a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued; and
2. Outstanding long-term indebtedness that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation.

Eligible Project

“Eligible project” has the meaning assigned by Government Code 1371.001 (issuance of obligations for certain public improvements).

Gov’t Code 2256.0207(a)

Corporate Bond

“Corporate bond” means a senior secured debt obligation issued by a domestic business entity and rated not lower than “AA-” or the equivalent by a nationally recognized investment rating firm. The term does not include a debt obligation that, on conversion, would result in the holder becoming a stockholder or shareholder in the entity, or any affiliate or subsidiary of the entity, that issued the debt obligation, or is an unsecured debt obligation. *Gov’t Code 2256.0204(a)*

Written Policies

The board shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control. The investment policies must primarily emphasize safety of principal and liquidity and must address investment diversification, yield, and maturity and the quality and capability of investment management. The policies must include:

1. A list of the types of authorized investments in which the district’s funds may be invested;
2. The maximum allowable stated maturity of any individual investment owned by the district;
3. For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date of the portfolio;

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4. Methods to monitor the market price of investments acquired with public funds;
5. A requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and
6. Procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Government Code 2256.021 [see Loss of Required Rating, below].

Gov't Code 2256.005(a), (b)

Annual Review The board shall review its investment policy and investment strategies not less than annually. The board shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies. *Gov't Code 2256.005(e)*

Annual Audit A district shall perform a compliance audit of management controls on investments and adherence to the district's established investment policies. The compliance audit shall be performed in conjunction with the annual financial audit. *Gov't Code 2256.005(m)*

Investment Strategies As an integral part of the investment policy, the board shall adopt a separate written investment strategy for each of the funds or group of funds under the board's control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the district;
2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the need arises to liquidate the investment before maturity;
5. Diversification of the investment portfolio; and
6. Yield.

Gov't Code 2256.005(d)

Investment Officer A district shall designate by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees as investment officer(s) to be responsible for the investment of its funds consistent

with the investment policy adopted by the board. If the board has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the contracting board's district. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the board retains the ultimate responsibility as fiduciaries of the assets of the district. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the district. Authority granted to a person to invest the district's funds is effective until rescinded by the district or until termination of the person's employment by a district, or for an investment management firm, until the expiration of the contract with the district. *Gov't Code 2256.005(f)*

A district or investment officer may use the district's employees or the services of a contractor of the district to aid the investment officer in the execution of the officer's duties under Government Code, Chapter 2256. *Gov't Code 2256.003(c)*

Investment Training Investment training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Public Funds Investment Act. *Gov't Code 2256.008(c)*

Initial Within 12 months after taking office or assuming duties, the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend at least one training session from an independent source approved by the board or a designated investment committee advising the investment officer. This initial training must contain at least ten hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. *Gov't Code 2256.008(a)*

Ongoing The treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend an investment training session not less than once in a two-year period that begins on the first day of the district's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the board or by a designated investment committee advising the investment officer. *Gov't Code 2256.008(a-1)*

Exception The ongoing training requirement does not apply to the treasurer, chief financial officer, or investment officer of a district if:

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1. The district does not invest district funds or only deposits those funds in interest-bearing deposit accounts or certificates of deposit as authorized by Government Code 2256.010; and
2. The treasurer, chief financial officer, or investment officer annually submits to the agency a sworn affidavit identifying the applicable criteria under item 1 that apply to the district.

Gov't Code 2256.008(g)

Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following objectives, in order of priority:

1. Preservation and safety of principal;
2. Liquidity; and
3. Yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the following shall be taken into consideration:

1. The investment of all funds, or funds under the district's control, over which the officer had responsibility rather than the prudence of a single investment; and
2. Whether the investment decision was consistent with the district's written investment policy.

Gov't Code 2256.006

Personal Interest

A district investment officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the district shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined by Government Code Chapter 573 (nepotism prohibition), to an individual seeking to sell an investment to the investment officer's district shall file a statement disclosing that relationship. A required statement must be filed with the board and with the Texas Ethics Commission. For purposes of this policy, an investment officer has a personal business relationship with a business organization if:

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1. The investment officer owns ten percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
2. Funds received by the investment officer from the business organization exceed ten percent of the investment officer's gross income for the previous year; or
3. The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

Gov't Code 2256.005(i)

Quarterly Reports

Not less than quarterly, the investment officer shall prepare and submit to the board a written report of investment transactions for all funds covered by the Public Funds Investment Act for the preceding reporting period. This report shall be presented not less than quarterly to the board and the superintendent within a reasonable time after the end of the period. The report must:

1. Describe in detail the investment position of the district on the date of the report;
2. Be prepared jointly and signed by all district investment officers;
3. Contain a summary statement of each pooled fund group that states the:
 - a. Beginning market value for the reporting period;
 - b. Ending market value for the period; and
 - c. Fully accrued interest for the reporting period;
4. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
5. State the maturity date of each separately invested asset that has a maturity date;
6. State the account or fund or pooled group fund in the district for which each individual investment was acquired; and
7. State the compliance of the investment portfolio of the district as it relates to the investment strategy expressed in the district's investment policy and relevant provisions of the Public Funds Investment Act.

If a district invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the board by that auditor.

Gov't Code 2256.023

Selection of Broker

The board or the designated investment committee shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with a district.

Gov't Code 2256.025

Bond Proceeds

The investment officer of a district may invest bond proceeds or pledged revenue only to the extent permitted by the Public Funds Investment Act, in accordance with:

1. Statutory provisions governing the debt issuance or the agreement, as applicable; and
2. The district's investment policy regarding the debt issuance or the agreement, as applicable.

Gov't Code 2256.0208(b)

Authorized Investments

A board may purchase, sell, and invest its funds and funds under its control in investments described below, in compliance with its adopted investment policies and according to the standard of care set out in this policy. *Gov't Code 2256.003(a)*

In the exercise of these powers, the board may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under this authority may not be for a term longer than two years. A renewal or extension of the contract must be made by the board by order, ordinance, or resolution. *Gov't Code 2256.003(b)*

The board may specify in its investment policy that any authorized investment is not suitable. *Gov't Code 2256.005(j)*

Obligations of
Governmental
Entities

The following are authorized investments:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;

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2. Direct obligations of this state or its agencies and instrumentalities;
3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state, the United States, or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States;
5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
6. Bonds issued, assumed, or guaranteed by the state of Israel;
7. Interest-bearing banking deposits that are guaranteed or insured by the FDIC or its successor, or the National Credit Union Share Insurance Fund or its successor; and
8. Interest-bearing banking deposits other than those described at item 7 above if:
 - a. The funds are invested through a broker with a main office or a branch office in this state that the district selects from a list the board or designated investment committee of the district adopts as required at Selection of Broker above or a depository institution with a main office or a branch office in this state and that the district selects;
 - b. The broker or depository institution selected as described above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the district's account;
 - c. The full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and
 - d. The district appoints as the district's custodian of the banking deposits issued for the district's account the de-

pository institution selected as described above, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating under Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).

Gov't Code 2256.009(a)

*Unauthorized
Obligations*

The following investments are not authorized:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years; and
4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Gov't Code 2256.009(b)

*Certificates of
Deposit and Share
Certificates*

A certificate of deposit or share certificate is an authorized investment if the certificate is issued by a depository institution that has its main office or a branch office in Texas and is:

1. Guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor;
2. Secured by obligations described at Obligations of Governmental Entities, above, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities described at Unauthorized Obligations, above; or
3. Secured in accordance with Government Code Chapter 2257 (Public Funds Collateral Act) or in any other manner and amount provided by law for the deposits of the district.

Gov't Code 2256.010(a)

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:

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1. The funds are invested by the district through a broker that has its main office or a branch office in this state and is selected from a list adopted by the district as required at Selection of Broker, above or a depository institution that has its main office or a branch office in this state and that is selected by the district;
2. The broker or depository institution selected by the district arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the district;
3. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
4. The district appoints the depository institution selected by the district, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the district with respect to the certificates of deposit issued for the account of the district.

Gov't Code 2256.010(b)

The district's investment policies may provide that bids for certificates of deposit be solicited orally, in writing, electronically, or in any combination of those methods. *Gov't Code 2256.005(c)*

Repurchase
Agreements

A fully collateralized repurchase agreement is an authorized investment if it:

1. Has a defined termination date;
2. Is secured by a combination of cash and obligations described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds);
3. Requires the securities being purchased by the district or cash held by the district to be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or a third party selected and approved by the district; and
4. Is placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in Texas.

The term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by a district under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a repurchase agreement by a district.

Gov't Code 2256.011

Securities Lending
Program

A securities lending program is an authorized investment if:

1. The value of securities loaned is not less than 100 percent collateralized, including accrued income;
2. A loan allows for termination at any time;
3. A loan is secured by:
 - a. Pledged securities described at Obligations of Governmental Entities, above;
 - b. Pledged irrevocable letters of credit issued by a bank that is organized and existing under the laws of the United States or any other state, and continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or
 - c. Cash invested in accordance with Government Code 2256.009 (obligations of governmental entities), 2256.013 (commercial paper), 2256.014 (mutual funds), or 2256.016 (investment pools);
4. The terms of a loan require that the securities being held as collateral be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or with a third party selected by or approved by the district; and
5. A loan is placed through a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003, or a financial institution doing business in this state.

An agreement to lend securities under a securities lending program must have a term of one year or less.

Gov't Code 2256.0115

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(LEGAL)

Banker's
Acceptances

A banker's acceptance is an authorized investment if it:

1. Has a stated maturity of 270 days or fewer from the date of issuance;
2. Will be, in accordance with its terms, liquidated in full at maturity;
3. Is eligible for collateral for borrowing from a Federal Reserve Bank; and
4. Is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least on nationally recognized credit rating agency.

Gov't Code 2256.012

Commercial Paper

Commercial paper is an authorized investment if it has a stated maturity of 365 days or fewer from the date of issuance; and is rated not less than A-1 or P-1 or an equivalent rating by at least:

1. Two nationally recognized credit rating agencies; or
2. One nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States law or any state.

Gov't Code 2256.013

Mutual Funds

A no-load money market mutual fund is an authorized investment if the mutual fund:

1. Is registered with and regulated by the Securities and Exchange Commission;
2. Provides the district with a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.); and
3. Complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).

Gov't Code 2256.014(a)

In addition to the no-load money market mutual fund authorized above, a no-load mutual fund is an authorized investment if it:

1. Is registered with the Securities and Exchange Commission;
2. Has an average weighted maturity of less than two years; and
3. Either has a duration of:
 - a. One year or more and is invested exclusively in obligations approved by the Public Funds Investment Act, or
 - b. Less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

Gov't Code 2256.014(b)

Limitations

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Government Code 2256.014(b);
2. Invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Government Code 2256.014(b); or
3. Invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Government Code 2256.014(a) or (b) in an amount that exceeds ten percent of the total assets of the mutual fund.

Gov't Code 2256.014(c)

Guaranteed
Investment
Contracts

A guaranteed investment contract is an authorized investment for bond proceeds if the guaranteed investment contract:

1. Has a defined termination date;
2. Is secured by obligations described at Obligations of Governmental Entities, above, excluding those obligations described at Unauthorized Obligations, in an amount at least equal to the amount of bond proceeds invested under the contract; and
3. Is pledged to the district and deposited with the district or with a third party selected and approved by the district.

Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested in a guaranteed investment contract with a term longer than five years from the date of issuance of the bonds.

To be eligible as an authorized investment:

1. The board must specifically authorize guaranteed investment contracts as eligible investments in the order, ordinance, or resolution authorizing the issuance of bonds;
2. The district must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
3. The district must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
4. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and
5. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a guaranteed investment contract by a district.

Gov't Code 2256.015

Investment Pools

A district may invest its funds or funds under its control through an eligible investment pool if the board by rule, order, ordinance, or resolution, as appropriate, authorizes the investment in the particular pool. *Gov't Code 2256.016, .019*

To be eligible to receive funds from and invest funds on behalf of a district, an investment pool must furnish to the investment officer or other authorized representative of the district an offering circular or other similar disclosure instrument that contains the information specified in Government Code 2256.016(b). To maintain eligibility, an investment pool must furnish to the investment officer or other authorized representative investment transaction confirmations and a monthly report that contains the information specified in Government Code 2256.016(c). A district by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds. *Gov't Code 2256.016(b)-(d)*

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Corporate Bonds

A district that qualifies as an issuer as defined by Government Code 1371.001 [see CCF], may purchase, sell, and invest its funds and funds under its control in corporate bonds (as defined above) that, at the time of purchase, are rated by a nationally recognized investment rating firm "AA-" or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or
2. Invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

A district subject to these provisions may purchase, sell, and invest its funds and funds under its control in corporate bonds if the board:

1. Amends its investment policy to authorize corporate bonds as an eligible investment;
2. Adopts procedures to provide for monitoring rating changes in corporate bonds acquired with public funds and liquidating the investment in corporate bonds; and
3. Identifies the funds eligible to be invested in corporate bonds.

The district investment officer, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

1. Issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated "AA-" or the equivalent at the time the release is issued; or
2. Changes the rating on the corporate bonds to a rating lower than "AA-" or the equivalent.

Gov't Code 2256.0204

Hedging
Transactions

The board of an eligible entity (as defined above) shall establish the entity's policy regarding hedging transactions. An eligible entity may enter into hedging transactions, including hedging contracts,

and related security, credit, and insurance agreements in connection with commodities used by an eligible entity in the entity's general operations, with the acquisition or construction of a capital project, or with an eligible project. A hedging transaction must comply with the regulations of the federal Commodity Futures Trading Commission and the federal Securities and Exchange Commission.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution by an eligible entity of a hedging contract and any related security, credit, or insurance agreement.

An eligible entity may:

1. Pledge as security for and to the payment of a hedging contract or a security, credit, or insurance agreement any general or special revenues or funds the entity is authorized by law to pledge to the payment of any other obligation.
2. Credit any amount the entity receives under a hedging contract against expenses associated with a commodity purchase.

An eligible entity's cost of or payment under a hedging contract or agreement may be considered an operation and maintenance expense, an acquisition expense, or construction expense of the eligible entity; or a project cost of an eligible project.

Gov't Code 2256.0206

Prohibited
Investments

Except as provided by Government Code 2270 (prohibited investments), a district is not required to liquidate investments that were authorized investments at the time of purchase. *Gov't Code 2256.017*

Note: As an "investing entity" under Government Code 2270.0001(7)(A), a district must comply with Chapter 2270, including reporting requirements, regarding prohibited investments in scrutinized companies listed by the comptroller in accordance with Government Code 2270.0201.

Loss of Required
Rating

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. A district shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating. *Gov't Code 2256.021*

**Sellers of
Investments**

A written copy of the investment policy shall be presented to any business organization (as defined below) offering to engage in an investment transaction with a district. The qualified representative of the business organization offering to engage in an investment transaction with a district shall execute a written instrument in a form acceptable to the district and the business organization substantially to the effect that the business organization has:

1. Received and reviewed the district investment policy; and
2. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the district and the organization that are not authorized by the district's investment policy, except to the extent that this authorization:
 - a. Is dependent on an analysis of the makeup of the district's entire portfolio;
 - b. Requires an interpretation of subjective investment standards; or
 - c. Relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The investment officer of a district may not acquire or otherwise obtain any authorized investment described in the district's investment policy from a business organization that has not delivered to the district the instrument required above.

Gov't Code 2256.005(k)-(l)

Nothing in this section relieves the district of the responsibility for monitoring investments made by the district to determine that they are in compliance with the investment policy.

Business
Organization

For purposes of the provisions at Sellers of Investments above, "business organization" means an investment pool or investment management firm under contract with a district to invest or manage the district's investment portfolio that has accepted authority granted by the district under the contract to exercise investment discretion in regard to the district's funds.

Gov't Code 2256.005(k)

Donations

A gift, devise, or bequest made to a district to provide college scholarships for district graduates may be invested by the board as provided in Property Code 117.004 (Uniform Prudent Investor Act),

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unless otherwise specifically provided by the terms of the gift, devise, or bequest. *Education Code 45.107*

Investments donated to a district for a particular purpose or under terms of use specified by the donor are not subject to the requirements of the Public Funds Investment Act. *Gov't Code 2256.004(b)*

**Electronic Funds
Transfer**

A district may use electronic means to transfer or invest all funds collected or controlled by the district. *Gov't Code 2256.051*

Policy It is the policy of the District to invest public funds in a manner that ensures the safety of invested funds, maintains sufficient liquidity to provide for the daily needs of the District, and achieves maximum yield in relation to the risk assumed. Safety of invested principal, however, remains highest in priority.

Investment Authority The chief financial officer, the budget and treasury officer, and the director of finance shall serve as the investment officers of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures.

Scope This investment policy applies to all financial assets of the District. These funds are accounted for in the District's comprehensive annual financial report and include:

General Fund The general fund usually includes transactions as a result of revenues from local maintenance taxes, Foundation School Program entitlements, and other locally generated sources.

Special Revenue Funds Special revenue funds are governmental funds used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes.

Debt Service Funds A debt service fund is a governmental fund, with budgetary control, that must be used to account for general long-term debt principal and interest for debt issues and other long-term debts for which a tax has been dedicated.

Capital Projects Funds A capital projects fund is a governmental fund that must be used to account, on a project basis, for projects financed by the proceeds from bond issues, or for capital projects otherwise mandated to be accounted for in this fund.

Internal Service Funds Internal service funds are proprietary funds accounted for on the accrual basis.

Trust and Custodial Funds This group of funds is used to account for assets held by a school district in a trustee capacity of the District, or as an agent for individuals, private organizations, other governmental units and/or other funds. This fund type consists of expendable trust funds, non-expendable trust funds, pension trust funds and custodial funds.

Texas Teacher Retirement Fund The Texas Teacher Retirement Fund shall not be covered by this policy.

All employees of the District employed for one-half or more of the standard work load, and who are not exempted from membership under Government Code, Section 822.002, are required to partici-

pate in the Teacher Retirement System of Texas, a multiple-employer public employee retirement system. It is a cost-sharing public employee retirement system with one exception—all risks and costs are not shared by the District, but are the liability of the state of Texas, and as such, all investments are maintained by the Teacher Retirement System.

Objectives

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

Safety

1. Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.
 - a. The District will minimize credit risk, which is the risk of loss due to the failure of the security issuer or backer, by:
 - (1) Limiting investments to the types of securities listed in this investment policy;
 - (2) Pre-qualifying the financial institutions, brokers/dealers, and advisors with which the District will do business in accordance with this policy; and
 - (3) Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.
 - b. To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.

The District shall monitor interest rate risk using weighted average maturity and specific identification.

Liquidity

2. The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). Alternatively, a portion of the portfolio may be placed in money market mutual funds or

local government investment pools that offer same-day liquidity for short-term funds.

Yield

3. The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:
 - a. A security with declining credit may be sold early to minimize loss of principal.
 - b. A security swap would improve the quality, yield, or target duration in the portfolio.
 - c. Liquidity needs of the portfolio require that the security be sold.

Fund Strategies

Appropriate investment strategies shall be developed by fund category. The strategies must define the investment objectives for each fund type, with priority consideration being given to the suitability of the investment for the type of funds being invested, the preservation and safety of principal, liquidity, marketability, diversification, and yield. Investments shall be made in accordance with these objectives, and the maximum allowable stated maturity for any individual security may exceed one year provided legal limits are not exceeded.

The District shall have a similar investment strategy for each of the following covered funds:

1. General fund.
2. Special revenue fund(s)—including funds used to account for federal, state, and local grants, as well as the food service fund and the campus activity fund.
3. Debt service fund(s).
4. Capital project fund(s).
5. Proprietary fund(s)—including the funds used to account for the workers' compensation and medical self-insurance programs.
6. Trust and custodial funds—including the student activity fund.

The District shall follow the investment strategies listed below (in order of importance) for each covered fund:

1. Each investment option shall be reviewed to ensure understanding of the suitability of the investment to the financial requirements of the District;
2. Investments shall be selected that provide preservation and safety of invested funds;
3. Investment strategies for all covered funds shall have as their objective sufficient investment liquidity to timely meet obligations. Maturities longer than one year are authorized provided legal limits are not exceeded;
4. The investment shall be marketable if the need arises to liquidate invested funds before maturity;
5. The investment type shall be consistent with the Board's desired diversification of the investment portfolio; and
6. All invested funds of the District shall attain a rate of return commensurate with the District's investment risk constraints and the cash flow characteristics of the portfolio.

The District shall diversify its investments in all funds by security type and institution. The District shall consider purchase of high quality short-term to medium-term securities that will complement each other in a ladder or liability-matching portfolio structure.

Prudence

Investments shall be made with judgment and care—under circumstances then prevailing which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.

The standard of prudence to be used by investment officials shall be the “prudent person” standard and shall be applied in the context of managing an overall portfolio. Investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments.

In determining whether an investment official has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the investment of all funds over which the official had responsibility rather than consideration

as to the prudence of a single investment and, whether the investment decision was consistent with the District's investment policy and written investment procedures.

**Ethics and Conflicts
of Interest**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

Officers and employees involved in the investment process shall sign annual statements agreeing to abide by this section of the investment policy and affirming no known conflicts of interest.

An officer or employee involved in the investment process has a personal business relationship with a business organization if:

1. The officer or employee owns ten percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
2. Funds received by the officer or employee from the business organization exceed ten percent of his/her gross income for the previous year;
3. The officer or employee has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for his/her personal account; or
4. The officer is related within the second degree by affinity or consanguinity, as determined under Chapter 573 of the Texas Government Code, to an individual seeking to transact investment business with the entity.

If the investment officer has a personal business relationship with a business organization, a disclosure statement must be filed with the Texas Ethics Commission.

**Authorized
Investments**

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of the United States or its agencies and instrumentalities; direct obligations of the state of Texas or its agencies; other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of the state of Texas, the United States, or its

instrumentalities; including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States; obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent. *Gov't Code 2256.009*

2. Certificates of deposit or share certificates issued by a depository institution that has its main office or a branch office in Texas that is guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor and is secured by obligations described in item 1 above, including mortgage-backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates or are secured in any other manner and amount provided by law for the deposits of the investment entity. *Gov't Code 2256.010*
3. In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under Government Code 2256.010:
 - a. The funds are invested by the District through a broker that has its main office or a branch office in this state and is selected from a list adopted by the District as required by Government Code 2256.025, or a depository institution that has its main office or a branch office in this state and that is selected by the District;
 - b. The broker or depository institution selected by the District arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the District;
 - c. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
 - d. The District appoints the depository institution selected by the District, an entity described by Government Code 2257.041(d), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for

the District with respect to the certificates of deposit issued for the account of the District entity.

Gov't Code 2256.010(b)

4. Fully collateralized repurchase agreements that have a defined termination date, are secured by a combination of cash and obligations of the United States or its agencies and instrumentalities, require the securities being purchased by the District or cash held by the District to be pledged to the District, held in the District's name, and deposited with a third party selected and approved by the investment committee, and placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in the State of Texas. *Gov't Code 2256.011*
5. The District shall have a master repurchase agreement signed with the bank or dealer with whom all repurchase agreements are traded.
6. Commercial paper that has a stated maturity of 270 days or fewer from the date of issuance and is rated not less than A1-1 or P-1 or an equivalent rating by at least two nationally recognized credit rating agencies or by one nationally recognized credit rating agency provided the commercial paper is fully secured by an irrevocable letter of credit issued by a bank organized and existing under U.S. law or the law of any state; and to the extent that commercial paper is held through an investment pool and not as an individual issue through the District. *Gov't Code 2256.013.*
7. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.
8. A public funds investment pool meeting the requirements of Government Code 2256.016, are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service, and are authorized by resolution or ordinance by the Board. In addition, a local government investment pool created to function as a money market mutual fund must mark its portfolio to the market daily and, to the extent reasonably possible, stabilize at \$1 net asset value. *Gov't Code 2256.016.*
9. Guaranteed investment contracts that have a defined termination date and are secured by obligations described by Government Code 2256.09(a)(1), excluding those obligations described by Government Code 2256.09(b), in an amount at

least equal to the amount of bond proceeds invested under the contract; such obligations must be pledged to the District and held in the District's name with an approved third party. *Gov't Code 2256.015.*

Corporate bonds are not an eligible investment for a public funds investment pool. *Gov't Code 2256.0204(g)*

Sellers of Investments

The investment officers will maintain a list of financial institutions, approved by the investment committee, who are authorized to provide investment services. Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]

Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA).

A periodic review, at least annually, of the financial condition and registration of new qualified bidders will be conducted by the investment committee. Recommendations will be provided for consideration by the Board as necessary.

Monitoring Market Prices

The investment officers shall keep the Board informed of significant declines in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, commercial or investment banks, financial advisors, and representatives/advisors of investment pools or money market funds. Monitoring shall be done monthly or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

Monitoring Rating Changes

In accordance with Government Code 2256.005(b), the investment officers shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

Selection of Depository

The Board shall select and designate a depository institution in accordance with CDA(LEGAL). The depository shall be selected based upon its solvency and stability of leadership as well as on the services provided. The depository shall be selected through a formalized bidding process in response to the District's request for bid (RFB) outlining all services required. Such services should provide the greatest flexibility for money management and should in-

clude online account management, positive pay accounts, purchasing card capabilities, and other services considered necessary by District management.

The District shall have the discretion to determine the time span for rebidding the depository contract; however, a three-year period will be the maximum length of time between bidding.

Competitive Bidding

It is the strategy of the District to require competitive bidding for all individual security purchases and sales except for:

1. Transactions with money market mutual funds and local government investment pools (which are deemed to be made at prevailing market rates);
2. Treasury and agency securities purchased at issue through an approved broker/dealer or financial institution; or
3. Automatic overnight "sweep" transactions with the District Depository.

At least three bids or offers must be solicited for all other transactions involving individual securities. The District's investment advisor is also required to solicit at least three bids or offers when transacting trades on the District's behalf. In situations where other dealers do not offer the exact security being offered, offers on the closest comparable investment may be used to establish a fair market price for the security.

Collateral

The investment officers shall ensure that all District funds (principal and accrued interest) are fully collateralized to 110 percent or insured in one or more of the following manners:

1. FDIC insurance coverage; and/or
2. 110 percent of the uninsured value in obligations of the United States or its agencies or instrumentalities or other authorized securities as outlined in item 4 below.
3. All pledged securities shall be held in safekeeping by the District, in a custodial account approved by the District in a third party financial institution, or with a Federal Reserve Bank. The third party custodian shall be required to issue safekeeping receipts directly to the District and to provide a monthly listing of each specific security, rate, description, maturity, CUSIP number, and other information as may be deemed necessary and appropriate by the District. In order to anticipate market changes and provide a level of additional security for all funds, the collateralization level required shall be 110

percent of the market value. The bank shall be liable for pricing securities and providing 110 percent collateralization.

4. Pledged securities shall be limited to only those items which are specifically permitted as approved investment instruments within the definitions of this policy. Should a pledged security fail to meet this requirement, it shall be the sole responsibility of the financial institution to immediately, without notice from the District or cost to the District, replace any such nonconforming security.

Safekeeping and Custody

Safekeeping and custody of securities and collateral shall be in accordance with state law. It shall be the District's intent to place securities and collateral in the possession of a third party custodian designated by the District where feasible, and held in the District's name as evidenced by safekeeping receipts of the institution with which the securities are deposited.

All investment transactions except investment pool funds and mutual funds will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. That is, funds shall not be wired or paid until verification has been made that the Trustee received the securities or collateral.

Diversification

The District shall diversify its investments by security type and institution. The asset mix of the District's portfolio is expressed in terms of maximum commitment so as to allow sufficient flexibility to take advantage of market considerations within the context of this policy. The asset mix requirements are as follows:

Money Market Accounts	60% (maximum)
Certificates of Deposit	25% (maximum)
U.S. Treasury Obligations	100% (maximum)
U.S. Government Securities	100% (maximum)
Repurchase Agreements	15% (maximum)
Public Funds Investment Pools	100% (maximum)
Commercial Paper	25% (maximum)
Guaranteed Investment Contracts	60% (maximum)

Maximum Maturity

To the extent possible, the District shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the District shall not directly invest in securities maturing more than 36 months from the date of purchase. However, securities with a maturity of greater than 12 months shall not exceed ten percent of the total portfolio, and shall be approved by the Board before purchase.

Bond proceeds and debt service funds may be invested in securities exceeding 12 months if the maturity of such investments is made to coincide as nearly as practicable with the expected use of the funds.

Arbitrage

The Tax Reform Act of 1986 provided limitations restricting the amount of income that could be generated from the investment of tax-exempt General Obligation Bond proceeds and debt service income. The arbitrage rebate provisions require that the District compute earnings on investment from each issue of bonds on an annual basis to determine if a rebate is required. To determine the District's arbitrage position, the District is required to perform specific calculations relative to the actual yield earned on the investment of the funds and the yield that could have been earned if the funds had been invested at a rate equal to the yield on the bonds sold by the District. The rebate provision states that periodically (not less than once every five years, and not later than 60 days after the maturity of the bonds), the District is required to pay the U.S. Treasury a rebate of excess earnings based on the District being in a positive arbitrage position. The Tax Reform restrictions require precision in the monitoring and recording of investments as a whole, and particularly as relates to yields and computations so as to ensure compliance. Failure to comply can dictate that the bonds become taxable, retroactively from the date of issue.

The District's investment position relative to arbitrage is the continued pursuit of maximizing the yield on applicable investments while ensuring the safety of capital and liquidity. It is a fiscally sound position to continue maximization of yield and rebate excess earnings, if necessary.

Benchmark

The District's investment strategy is a passive one, in that the majority of securities shall be purchased and held to maturity. Additionally, cash inflows and outflows shall be monitored daily. Given this strategy, the basis used by the investment officers to determine whether market yields are being achieved shall be the Two-Year U.S. Treasury Bill and the average Fed Funds rate.

Internal Control

The investment portfolio, as well as compliance with this policy, shall be reviewed quarterly by the investment committee and annually by the District's external auditor in conjunction with the annual audit of the District's financial statements.

**Investment
Committee**

The investment committee shall review the investment strategies annually and make recommendations for revision as necessary. The investment committee includes, but is not limited to, the Superintendent, the chief financial officer, the director of finance, the budget and treasury officer, the financial advisor, Board financial audit committee (nonvoting), and up to two investment bankers.

**Quality of
Investment
Management**

Designated investment officers of the District shall participate in periodic training through courses and seminars offered by professional organizations, associations, and other independent sources approved by the investment committee to ensure the quality and capability of investment management in compliance with the Public Funds Investment Act.

Investment Training

Within 12 months after taking office or assuming duties, designated investment officers of the District shall attend at least one training session from an independent source approved either by the Board or by the investment committee advising the investment officers. This initial training must contain at least ten hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. *Gov't Code 2256.008(a)*

The investment officers must also attend an investment training session not less than once in a two-year period that begins on the first day of the District's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than ten hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the Board or the investment committee advising the investment officers. If the District has contracted with another investing entity to invest the District's funds, this training requirement may be satisfied by having a Board officer attend four hours of appropriate instruction in a two-year period that begins on the first day of the District's fiscal year and consists of the two consecutive fiscal years after that date. *Gov't Code 2256.008(a), (b)*

Investment training shall include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Government Code, Chapter 2256. *Gov't Code 2256.008(c)*

Reporting

Investment performance shall be regularly monitored by investment staff and reported to the Board. Month-end market prices on each security will be obtained by the Budget and Treasury Officer from a variety of nationally recognized securities databases (e.g., the Wall Street Journal, Bloomberg, etc.). These prices will be recorded in the District's portfolio database and included in all management reports where necessary as well as the District's Comprehensive Annual Financial Report.

Not less than quarterly the investment officers will submit to the Board a written report of the status of the current investment portfolio. The report must meet the requirements of Chapter 2256 of the Government Code (Public Funds Investment Act) and:

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

1. Describe in detail the investment position of the District on the date of the report;
2. Be prepared jointly by all investment officers of the District;
3. Be signed by each investment officer of the District;
4. Contain a summary statement for each pooled fund group that states the beginning market value for the period and the ending market value for the period;
5. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and type of fund, and type of institution;
6. Percent of portfolio by type of asset, fund, and institution will be provided;
7. State the maturity date of each separately invested asset that has a maturity date;
8. State the account or fund or pooled fund group for which each individual investment was acquired; and
9. State the compliance of the investment portfolio as it relates to the investment strategy and relevant provisions of this policy and the Public Funds Investment Act.

An independent auditor shall formally review the quarterly reports prepared under this section at least annually, and that auditor shall report the results of the review to the Board.

**Annual
Compliance
Audit**

In conjunction with the annual financial audit, a compliance audit shall be performed that includes an audit of management controls on investments and adherence to the District's established policy.

**Investment Policy
Approval**

The District's investment policy shall be adopted by resolution of the Board. The policy shall be reviewed annually and approved by the Board.

**CONSIDER APPROVAL OF DISTRICT MAINTENANCE SUPPLIES,
LABOR AND RELATED ITEMS**

RECOMMENDATION:

That the Board of Trustees approve all vendors who responded to the proposal for district maintenance supplies, labor & related items for the District.

IMPACT/RATIONALE:

Lamar CISD is seeking vendors interested in providing instructional materials, supplies, and services for the District's Career & Technical Education (CTE), Child Nutrition, and Maintenance and Operations Departments on an "as needed" basis". The RFP process was used to ensure that the District is compliant with purchasing regulations according to TEC 44.031 and EDGAR.

PROGRAM DESCRIPTION:

RFP #14-2021RL requested that vendors provide a variety of products and services such as power washing, commercial kitchen parts, storage trailer rentals, automotive tools and equipment. This proposal will be awarded as a one-year term contract with four one-year automatic renewal options. Either party may provide a 30-day advance written notice of intent to cancel prior to the annual termination.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Robert Langston, RTSBA, Director of Purchasing & Materials Management

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

RFP 14-2021RL DISTRICT MAINTENANCE SUPPLIES, LABOR & RELATED ITEMS

1. AJ Construction
2. Allendorph Specialist
3. Allison Enterprises dba Kleen Air Filters Service & Sales
4. American Trailer Rental Inc
5. Aspen Refrigerants, Inc
6. Batteries Plus #774
7. Brazos Industries
8. Brookshire Steel
9. CAPP Inc.
10. Commercial Kitchen Parts and Service
11. Coolers Inc.
12. Liquid Environmental Solutions of Texas
13. Lopez School Bus Upholstery
14. MSC Industrial Supply Company
15. Platinum Blast
16. Plumbmaster Inc.
17. RoadRunner Moving & Storage
18. Texas Pride Marketing
19. Wholesale Electric Supply Co. of Houston, Inc.

**CONSIDER APPROVAL OF REGION 20 EDUCATION SERVICE CENTER
PURCHASING COOPERATIVE RESOLUTION**

RECOMMENDATION:

That the Board of Trustees approve an interlocal participation agreement to renew the Region 20 Pace Purchasing Cooperative.

IMPACT/RATIONALE:

The purchasing cooperative will provide Lamar CISD access to a variety of products and services through contracts procured using State of Texas and EDGAR-compliant solicitations. Participating members of the cooperative included school districts, colleges, and municipalities. This resolution will allow the District to make efficient, compliant purchases using federal as well as local budgeted funds. The current Catalog vendors and services may be found on the Pace Purchasing Cooperative website.

Authority of services is granted under Article 44.031 of the Texas Educational Code. The purpose of this cooperative is to obtain substantial savings for members through volume purchases. All procurement through this cooperative will be on an as-needed basis, with prior approval of quotes and budget allowances.

PROGRAM DESCRIPTION:

This agreement shall be effective as of August 19, 2021 through July 31, 2022.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Robert Langston, RTSBA, Director of Purchasing & Materials Management

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

2013 PURCHASING COOPERATIVE

ESC-20 Participation Commitment for 2021-2022

District Name: Lamar Consolidated ISD County/District Number: 079-901

Education Service Center, Region 20 (Center) and the above named school district or open enrollment charter school (District) enter into the following cooperative service arrangement for the 2021-2022 school year, August 1, 2021 through July 31, 2022:

The Center will:

- Provide a resolution to be approved by the District's board for ESC-20 to act on its behalf in soliciting proposals
- Revise specifications each year
- Prepare and combine quantity request forms for each proposal
- Handle bidding procedures
- Abide by all procurement laws
- Enter proposals for tabulation and evaluation
- Arrange for an Award Committee to test and award proposals
- Develop award information forms for district use
- Send award information to vendors
- Develop system for gathering evaluation information from members on vendor performance and product quality
- Provide comparison information with previous awards to evaluate effectiveness of proposals
- Provide technical assistance to coop members
- Includes membership for the participation in PACE Purchasing Cooperative

The District will:

- Ensure an approved resolution to participate in Cooperative is on file with ESC-20
- Designate a district employee to serve as a liaison with ESC-20 for each of the selected options below
- Provide release time for meetings, proposal openings, and testing assistance as needed
- When requested and agreed, provide work space and additional employees to assist with testing
- Identify delivery location within District on purchase orders
- Prepare purchase orders for items awarded on proposals
- Ensure timely payments to vendors who receive proposal awards
- Provide ESC-20 with evaluation forms regarding vendor and product concerns

OPTION 1	GENERAL SUPPLIES	Participation fee: \$875
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The Cooperative will solicit proposals for office and computer supplies, paper supplies, art supplies, PE supplies, visually impaired, instructional supplies, adaptive & assistive devices, custodial supplies, air filter, printer cartridges, electrical supplies, reproduction supplies, graphing calculators, floor care products and machine pads and general supplies. The general supplies proposals cover the areas of athletic equipment, band instruments, carpet/flooring, first aid and medical supplies, maintenance, merchandise, playground equipment, lawn and garden supplies, fire extinguishers, loss prevention supplies, stage equipment, bus and vehicle parts, furniture, marquees and uniforms. Also included is participation in PACE and its associated solicitations.

OPTION 2	EDUCATIONAL TECHNOLOGY	Participation fee: \$772
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The Cooperative will solicit proposals for Apple Microcomputer products, MS-DOS Microcomputer products, business office equipment, educational software, and other educational technology products and services requested by member districts. Also included is participation in PACE and its associated solicitations.

2013 PURCHASING COOPERATIVE

ESC-20 Participation Commitment for 2021-2022

District Name: Lamar Consolidated ISD County/District Number: 079-901

Please circle options:

OPTION 1	\$875		
OPTION 2	\$772		

Superintendent Signature: _____ ESC-20 Contact Person: _____

District Contact Person: Robert Langston Jim Metzger

E-mail: jim.metzger@esc20.net

E-Mail/Phone: robert.langston@lcsd.org (832) 223-0166 (210) 370-5204

Please return by July 13, 2021 to: ESC-20 Business Office **Maintain a copy for district file.**
1314 Hines Avenue
San Antonio, TX 78208-1899

--For ESC-20 Use Only--

Revenue Codes: *Option 1 199-00-5729-00-240-200*
 Option 2 199-00-5729-04-240-200

Distribution: *Business Office*

Division: *Business & Human Resources*

**CONSIDER APPROVAL OF DISTRICT-WIDE STAFF DEVELOPMENT
SERVICES AND MATERIALS**

RECOMMENDATION:

That the Board of Trustees approve all vendors who responded to the Request for Proposal for staff development services and materials for the District.

IMPACT/RATIONALE:

Purchases may be made for services herein by each campus or department with prior content approval from Lamar CISD Staff Development Department. This type of award is beneficial to the District as it allows our campuses and departments a variety of qualified vendors to select from while ensuring that the District is compliant with purchasing regulations according to TEC 44.031 and EDGAR.

PROGRAM DESCRIPTION:

RFP #11-2021RL requested that vendors supply credentials, high-quality professional content details, evaluation tools, TEKS and or industry standard documents and pricing specific to the District. In addition, vendors provided their capability of multi-platform delivery options (face-to-face, online, etc.). Pricing specific to Lamar CISD accommodates budgeting and overall planning for staff development services and related materials.

Teaching and Learning Department staff evaluated submissions based on evaluation criteria specific to quality and extent to which respondents meet the District's needs. After evaluation of the proposals received, it is recommended that the award be made to all respondents meeting the proposal specifications.

This proposal will be supplemental to RFP #06-2020LN which was awarded August 20, 2020. The vendors selected under RFP #11-2021RL will be awarded as a one-year term contract with three one-year automatic renewal options. Either party may provide a 30-day advance written notice of intent to cancel prior to the annual termination.

Submitted by: Dr. Theresa Mossige, Chief Learning Officer
Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Katie Marchena, Executive Director of Teaching and Learning
Robert Langston, RTSBA, Director of Purchasing & Materials Management

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

RFP 11-2021RL DISTRICT-WIDE STAFF DEVELOPMENT SERVICES AND MATERIALS

1. Accelerate Learning
2. ASCD
3. Belhaven Consulting
4. Charles L. Matysiak
5. Gary Bloom
6. Get Your Teach On
7. I Love to Read in Spanish
8. Literacy Resources
9. Make Math Count
10. Mindset / dba Intervention Support Services
11. Newton Educational Solutions
12. Responsive Learning
13. Rethink Autism Inc.
14. Sally Schott
15. Savvas Learning
16. Studies Weekly
17. Support ED / Galen Murray
18. Teach & Learning Alliance
19. Tech Smart
20. The D Dance Group Inc.
21. Tunstall's Teaching Tidbits

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
CHILDHOOD CANCER AWARENESS MONTH**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming September 2021 as “Childhood Cancer Awareness Month” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Families, caregivers, charities, organizations and research groups across the United States observe September as Childhood Cancer Awareness Month. Every year, approximately 16,000 children in the U.S. under the age of 21 are diagnosed with cancer; and one-fourth of them will not survive the disease.

Submitted by: Sonya Cole-Hamilton, Chief Communications Officer
Lindsey Sanders, Director of Community Relations

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent of Schools

Resolution Proclaiming Childhood Cancer Awareness Month

Whereas, in the United States almost 16,000 children under the age of 21 are diagnosed with cancer every year; approximately one quarter of whom will not survive the disease; and

Whereas, cancer is the leading cause of death by disease among Texas children between infancy and age 19; and

Whereas, an estimated 1,700 children aged 19 and younger in Texas were diagnosed with cancer; and

Whereas, the objective of Childhood Cancer Awareness Month is to put a spotlight on the types of cancer that largely affect children, survivorship issues and help raise funds for research and family support;

Therefore, the Board of Trustees of the Lamar Consolidated Independent School District declares September 2021, as **Childhood Cancer Awareness Month in Lamar CISD** and encourages members of our community to reaffirm their commitment to fighting this terrible disease.

August 19, 2021



Joy Williams, President

Joe Hubenak, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
HISPANIC HERITAGE MONTH**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming September 15 – October 15, 2021 as “Hispanic Heritage Month” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

September 15 – October 15 was designated by presidential proclamation as the month to celebrate the rich heritage of Hispanic Americans and the many contributions they have made to American culture.

Hispanic Heritage Month begins on September 15, the anniversary of independence for five Latin American countries—Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. In addition, Mexico declared its independence on September 16 and Chile on September 18.

Submitted by: Sonya Cole-Hamilton, Chief Communications Officer
Lindsey Sanders, Director of Community Relations

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent of Schools

Resolution Proclaiming Hispanic Heritage Month

Whereas, September 15 is the anniversary of Independence Day for five Latin American countries, and is celebrated as a major cultural event by Hispanics in this country and across the Americas; and

Whereas, it is appropriate at this time to recognize the rich heritage and the significant contributions to American life by persons of Hispanic ancestry; and

Whereas, schools are in a unique position to share an appreciation of Hispanics among children from all races and backgrounds; and

Whereas, Lamar CISD schools commemorate Hispanic Heritage Month with special activities and observances;

Therefore, the Board of Trustees of the Lamar Consolidated Independent School District declares September 15 – October 15, 2021 as **Hispanic Heritage Month in Lamar CISD** and encourages members of our community to share in this celebration of our diverse American heritage.

August 19, 2021



Joy Williams, President

Joe Hubenak, Secretary

CONSIDER RATIFICATION OF DONATIONS TO THE DISTRICT

RECOMMEDATION:

That the Board of Trustees ratify donations to the District.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

Grand Parkway Baptist Church donated \$5,000 to Common Threads.

Friend of Huggins donated \$10,270 to purchase a marquee for Huggins Elementary School.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

CONSIDER APPROVAL OF STAFF/VISITOR MEAL PRICE INCREASES FOR 2021-2022

RECOMMENDATION:

That the Board of Trustees approve increasing staff/visitor meal prices to \$3.00 for Breakfast and \$4.35 for Lunch during the 2021-2022 school year.

IMPACT/RATIONALE:

In compliance with the United States Department of Agriculture and the Texas Department of Agriculture the charge for adult meals must, at a minimum, be greater than the amount of total reimbursement received for free meals plus any other supplemental payments received by the CE plus per-meal values of USDA Foods used for the meal service.

PROGRAM DESCRIPTION:

The following table provides the information needed to calculate the minimum required adult breakfast/lunch pricing.

Method 2 Lunch		Method 2 Breakfast	
Federal Funds/Reimbursement Rate	Amount CE Receives	Federal Funds/Reimbursement Rate	Amount CE Receives
Free Reimbursement Rate	\$ 3.66	Free Reimbursement Rate	
Performance-Based Rate	\$ 0.07	Severe Need Breakfast Rate	\$ 2.35
Severe Need Lunch Rate	\$ 0.02	USDA Foods Rate (Add if USDA Foods are used at breakfast)	\$ 0.36
USDA Foods Rate	\$ 0.36		
Total Federal Funds Received	\$ 4.11	Total Federal Funds Received	\$ 2.71
Minimum Adult Charge	\$ 4.11	Minimum Adult Breakfast Charge	\$ 2.71

Submitted by: Chris Juntti, Chief Operations Officer
 Jill Ludwig, CPA, RTSBA, Chief Financial Officer
 Monica Tomas, Director of Child Nutrition

Recommended for approval:



Dr. Roosevelt Nivens
 Superintendent

**CONSIDER APPROVAL OF ARCHITECT CONTRACT
FOR ELEMENTARY SCHOOL #32**

RECOMMENDATION:

That the Board of Trustees approve VLK Architects for the design of Elementary School #32 and allow the Superintendent to begin contract negotiations.

IMPACT/RATIONALE:

On November 3, 2020, a bond referendum was approved that included Elementary School #32. Procurement for architect or engineer services is prescribed by law in Texas Government code 2254. The code, specifically 2254.004, requires all submissions be selected on the basis of demonstrated competence and qualifications. This project will be funded from the 2020 bond funds.

PROGRAM DESCRIPTION:

Upon approval VLK Architects will begin the design process for Elementary School #32. The school is located off Power Line Road.

Submitted by: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**CONSIDER APPROVAL OF ARCHITECT CONTRACT
FOR WESSENDORFF MIDDLE SCHOOL RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve PBK Architects for the design of Wessendorff Middle School renovations and allow the Superintendent to begin contract negotiations.

IMPACT/RATIONALE:

On November 3, 2020, a bond referendum was approved that included renovations to Wessendorff Middle School. Procurement for architect or engineer services is prescribed by law in Texas Government code 2254. The code, specifically 2254.004, requires all submissions be selected on the basis of demonstrated competence and qualifications. This project will be funded from the 2020 bond funds.

PROGRAM DESCRIPTION:

Upon approval PBK Architects will begin the design process for the renovations to Wessendorff Middle School.

Submitted by: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**CONSIDER APPROVAL OF ARCHITECT CONTRACT
FOR THE TENNIS COURT AND PARKING ADDITIONS AT
LAMAR CONSOLIDATED HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve PBK Architects for the design of the new tennis court and parking additions to Lamar Consolidated High School and allow the Superintendent to begin contract negotiations.

IMPACT/RATIONALE:

On November 3, 2020, a bond referendum was approved that included the new tennis court and parking additions to Lamar Consolidated High School. Procurement for architect or engineer services is prescribed by law in Texas Government code 2254. The code, specifically 2254.004, requires all submissions be selected on the basis of demonstrated competence and qualifications. This project will be funded from the 2020 bond funds.

PROGRAM DESCRIPTION:

Upon approval PBK Architects will begin the design process for the new tennis court and parking additions to Lamar Consolidated High School.

Submitted by: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**CONSIDER APPROVAL OF COOPERATIVE PURCHASING AGREEMENT
PROCUREMENT METHOD FOR THE TECHNOLOGY IDF/MDF, JACKSON
ELEMENTARY SCHOOL SPECIAL NEEDS PLAYGROUND,
TRANSPORTATION VIDEO AND SECURITY FENCE PROJECTS**

RECOMMENDATION:

That the Board of Trustees approve the cooperative purchasing agreement as the procurement method for the Technology IDF/MDF, Jackson Elementary School Special Needs playground, Transportation video, and security fence projects.

IMPACT/RATIONALE:

On November 3, 2020, a Bond referendum was approved that included the IDF/MDF power and air conditioning Technology project, Jackson Elementary School Special Needs PPCD playground, Transportation video, and the security fence project. Procurement for architect or engineer services is prescribed by law in Texas Government code 2254. The code, specifically 2254.004, requires all submissions be selected on the basis of demonstrated competence and qualifications. This project will be funded from the 2020 Bond funds.

These projects need unit pricing which is better suited for the cooperative agreement procurement method to solicit pricing from selected vendors.

PROGRAM DESCRIPTION:

The purchasing cooperative contracting method of procurement enables the District to utilize pre-priced unit costs. As the District must state its selected method of procurement in the notice to bidders, this authorization will allow the administration to proceed with securing offers for the Board's consideration and approval.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**CONSIDER APPROVAL OF PROCUREMENT METHOD FOR THE TERRY HIGH
AND GEORGE JUNIOR HIGH SCHOOLS RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees authorize the administration to utilize Construction Manager at Risk as the construction method of procurement for the Terry High and George Junior High schools renovations.

IMPACT/RATIONALE:

The Texas Education Code 44.031 defines the methods of procurement available to the District for purchases totaling \$50,000 or more. In addition, the Texas Government Code 2267 requires the Board of Trustees to specify which method of procurement will be used before any construction project is advertised and released for bids. The authorization given with this motion will allow the administration to proceed with solicitation of Construction Manager at Risk as the construction method of procurement for the Terry High and George Junior High schools renovations.

PROGRAM DESCRIPTION:

The Construction Manager at Risk method of procurement will allow the District to select a quality contractor during design. This will help the project to keep high quality construction and stay on schedule. As the District must state its selected method of procurement, as well as the evaluation criteria in the Notice to Bidders, this authorization will allow the administration to proceed with securing offers for the Board's consideration and approval. The evaluation criteria is attached.

Submitted by: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

EVALUATION CRITERIA FOR CONSTRUCTION MANAGER AT RISK (CMR)

	Evaluation Criteria	Point System
1	Corporate Information – Provide detailed corporate information, such as firm contacts, established years of business; firm’s corporate history; licensed trades; pending litigation, jurisdiction filings, EMR safety record.	10
2	Experience of the CMR team - Provide personnel information, such as but not limited to, organization charts, assigned personnel resumes; regional market experience.	20
3	Financial Strength & Project Audit Procedures - Provide a strong financial response, such as, but not limited to financial statement; general financial information; surety detail; payment bonds detail; bonding capacity detail.	10
4	System approach to Project Management Control Systems - Description of the firm’s concepts for working in a team relationship with Owner and Architect during design and construction of major projects. warranty program; change order philosophy.	10
5	Subcontractor Performance Bonds &/or Default Insurance - Provide information regarding policies and policy declarations; methodology; provisions and terms.	5
6	References – Detailed project listing for up to (10) K-12 projects and /or projects in the past 5 years as Construction Manager at Risk. Demonstration of examples of the CMR “Team Player” relations and remedies, professional service firm references. REFERENCES WILL BE CHECKED.	20
7	Pre-Construction Services – Including, but not limited to, estimating costs; scheduling; savings; contingences; input & ideas into design phase improvements; approach to raw material price escalation; Recent experience in similar pre-construction services.	10
8	Price/Cost Submittal – Price proposal form, which shall include CMR Fee, Pre-Construction Costs, and Labor Burden Percentage.	15
9	Total	100

**CONSIDER APPROVAL OF THE PREVAILING WAGE RATE SCHEDULE
FOR CONSTRUCTION PROJECT SPECIFICATIONS**

RECOMMENDATION:

That the Board of Trustees approve the prevailing wage rate schedule for all upcoming construction projects where applicable.

IMPACT/RATIONALE:

A current prevailing wage rate schedule must be in each bid specification for construction projects to ensure workers are being paid not less than the current prevailing wage rate, according to the Texas Government Code, Chapter 2258. The prevailing wage rate must be updated every three (3) years. The survey for this prevailing wage rate was conducted in June 2019 and is effective June 12, 2019, thru June 12, 2022.

PROGRAM DESCRIPTION:

Upon approval all future projects requiring bid specifications will use this prevailing wage rate schedule. The prevailing wage rate schedule is attached.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

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

August 3, 2021

VIA: E-MAIL



Mr. Kevin McKeever
Administrator for Operations
Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, Texas 77471

Re: Prevailing Wage Rates 2019

Dear Kevin,

Enclosed for your use is a current Prevailing Wage Rate schedule for school construction in the Texas Gulf Coast area. PBK executed this study in 2019 in strict accordance with Chapter 2258 of the Texas Government Code, the applicable statute for Prevailing Wage Rates. A copy of this statute is also attached.

Please feel free to use this document on any of your construction projects whether designed by PBK or any other architectural firm. Please include all three of the attached pages in your specifications. The Prevailing Wage Rates shown are effective June 12, 2019.

We hope the enclosed information proves useful. Please feel free to call if you have any questions.

Sincerely,

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

Lorin Pargoud
Principal

Enclosures

Prevailing Wage Rate Determination Information

The following information is from Chapter 2258 Texas Government Code:

Sec. 2258.021. Right to be Paid Prevailing Wage Rates.

- (a) A worker employed on a public work by or on behalf of the state or a political subdivision of the state shall be paid:
 - (1) not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and
 - (2) not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- (b) Subsection (a) does not apply to maintenance work.
- (c) A worker is employed on a public work for the purposes of this section if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the state, a political subdivision of the state, or any officer or public body of the state or a political subdivision of the state.

Sec. 2258.023. Prevailing Wage Rates to be paid by Contractor and Subcontractor; Penalty.

- (a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.
- (b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.
- (c) A contractor or subcontractor does not violate this section if a public body awarding a contract does not determine the prevailing wage rates and specify the rates in the contract as provided by Section 2258.022.
- (d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.
- (e) A municipality is entitled to collect a penalty under this section only if the municipality has a population of more than 10,000.

Sec. 2258.051. Duty of Public Body to Hear Complaints and Withhold Payment.

A public body awarding a contract, and an agent or officer of the public body, shall:

- (1) take cognizance of complaints of all violations of this chapter committed in the execution of the contract; and
- (2) withhold money forfeited or required to be withheld under this chapter from the payments to the contractor under the contract, except that the public body may not withhold money from other than the final payment without a determination by the public body that there is good cause to believe that the contractor has violated this chapter.

Prevailing Wage Rates – School Construction Trades

Effective: June 12, 2019 – June 12, 2022

Texas Gulf Coast Area

CLASSIFICATION	2019 HOURLY RATE
ASBESTOS WORKER	\$18.00
BRICKLAYER; MASON	\$18.98
CARPENTER; CASEWORKER	\$18.90
CARPET LAYER; FLOOR INSTALLER	\$19.80
CONCRETE FINISHER	\$13.90
DATA COMM/TELE COMM	\$22.58
DRYWALL INSTALLER; CEILING INSTALLER	\$16.40
ELECTRICIAN	\$25.50
ELEVATOR MECHANIC	\$31.50
FIREPROOFING INSTALLER	\$19.17
GLAZIER	\$19.67
HEAVY EQUIPMENT OPERATOR	\$21.00
INSULATOR	\$14.90
IRONWORKER	\$23.00
LABORER, HELPER	\$11.75
LATHERER;PLASTERER	\$18.60
LIGHT EQUIPMENT OPERATOR	\$13.25
METAL BUILDING ASSEMBLER	\$16.33
MILLWRIGHT	\$26.30
PAINTER; WALL COVERING INSTALLER	\$14.67
PIPEFITTER	\$25.17
PLUMBER	\$31.00
ROOFER	\$15.10
SHEET METAL WORKER	\$20.25
SPRINKLER FITTER	\$20.61
STEEL ERECTOR	\$23.33
TERRAZZO WORKER	\$16.42
TILE SETTER	\$15.30
WATERPROOFER;CAULKER	\$14.90

This document was developed by PBK Architects, Inc., in strict accordance with Chapter 2258 of the Texas Government Code.

Prevailing Wage Rates

Worker Classification Definition Sheet

CLASSIFICATION	DEFINITION
ASBESTOS WORKER	Worker who removes and disposes of asbestos materials.
BRICKLAYER; MASON	Craftsman who works with masonry products, stone, brick, block, or any material substituting those materials and accessories.
CARPENTER; CASEWORKER	Worker who build wood structures or structures of any material which has replaces wood. Includes rough and finish carpentry, hardware and trim.
CARPET LAYER; FLOOR INSTALLER	Worker who installs carpets and/or floor coverings, vinyl tile.
CONCRETE FINISHER	Worker who floats, trowels, and finishes concrete.
DATA COMM/TELE COMM	Worker who installs data/telephone and television cable and associate equipment and accessories.
DRYWALL; CEILING INSTALLER	Worker who installs metal framed walls and ceiling, drywall coverings, ceiling grids, and ceilings.
ELECTRICIAN	Skilled craftsman who installs or repairs electrical wiring and devices. Includes fire alarm systems and HVAC electrical controls.
ELEVATOR MECHANIC	Craftsman skilled in the installation and maintenance of elevators.
FIREPROOFING INSTALLER	Worker who sprays or applies fire proofing materials.
GLAZIER	Worker who installs glass, glazing, and glass framing.
HEAVY EQUIPMENT OPERATOR	Includes but not limited to: all CAT tractors, all derrick-powered, all power operated cranes, back-hoes, back-fillers, power operated shovels, winch trucks, and all trenching machines.
INSULATOR	Worker who applies, sprays, or installs insulation.
IRONWORKER	Skilled craftsman who erects structural steel framing, and installs structural concrete Rebar.
LABORER, HELPER	Worker qualified for only unskilled or semi-skilled work. Lifting, carrying materials or tools, hauling, digging, clean up.
LATHERER;PLASTERER	Worker who installs metal framing and lath. Worker who applies plaster to lathing and installs associated accessories.
LIGHT EQUIPMENT OPERATOR	Includes but not limited to , air compressors, truck crane drivers, flex planes, building elevators, form graders, concrete mixers less than 14cf), conveyers.
METAL BUILDING ASSEMBLER	Worker who assembles pre-made metal buildings.
MILLWRIGHT	Mechanic specializing in the installation of heavy machinery, conveyance, wrenches, dock levelers, hydraulic lifts, and align pumps.
PAINTER; WALL COVERING INSTALLER	Worker who prepares wall surfaces and applies paint and/or coverings, tape, and bedding.
PIPEFITTER	Trained worker who installs piping systems, chilled water piping and hot water (boiler) piping, pneumatic tubing controls, chillers, boilers, and associated mechanical equipment.
PLUMBER	Skilled craftsman who installs domestic hot and cold water piping, waste piping, storm system piping, water closets, sinks, urinals, and related work.
ROOFER	Worker who installs roofing materials, Bitumen (asphalt and coal tar) felts, flashings, all types of roofing membranes, and associated products.
SHEET METAL WORKER	Worker who installs sheet metal products, Roof metal, flashings and curbs, ductwork, mechanical equipment, and associated metals.
SPRINKLER FITTER	Worker who installs fire sprinklers systems and fire protectant equipment.
STEEL ERECTOR	Worker who erects and dismantles structural steel frames of buildings and other structures.
TERRAZZO WORKER	Craftsman who places and finishes Terrazzo.
TILE SETTER	Worker who prepares wall and/or floor surfaces and applies ceramic tiles to these surfaces.
WATERPROOFER; CAULKER	Worker who applies water proofing material to buildings. Products include sealant, caulk, sheet membranes, and liquid membranes, sprayed, rolled or brushed.

**CONSIDER APPROVAL OF GEOTECHNICAL STUDY AND MATERIAL TESTING
FOR THE TENNIS COURTS AND PARKING LOT PROJECT AT
LAMAR CONSOLIDATED HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Terracon for the geotechnical study and material testing for the tennis courts and parking lot project at Lamar Consolidated High School in the amount of \$33,500 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Geotechnical engineering and material testing services are a professional service that the District must contract directly. Terracon has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2020 Bond Budget.

PROGRAM DESCRIPTION:

Geotechnical engineering and material testing services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design and construction of the tennis courts and parking lot project at Lamar Consolidated High School.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

February 3, 2021



Lamar Consolidated Independent School District
4606 Mustang Avenue
Rosenberg, Texas 77471

Attn: Kevin McKeever

Re: Cost Estimate for Pavement Engineering Services
Lamar Consolidated High School - Repurpose of Old Tennis Court
4606 Mustang Avenue
Rosenberg, Texas
Terracon Document No. P92215064

Dear Mr. McKeever:

We appreciate the opportunity to submit this cost estimate to Lamar Consolidated Independent School District (LCISD) to provide Pavement Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

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

We understand we were selected to provide requested services based solely on our qualifications. Our Not-to-Exceed fee based on Time and Material to perform the scope of services described in this proposal is **\$33,500**. See Exhibit C for more details of our fees and consideration of additional services.


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

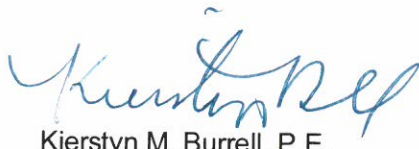
Sincerely,

Terracon Consultants, Inc.

(TBPELS Texas Firm Registration No. F-3272)


Daniel A. Mofor, P.E.
Senior Project Engineer


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


Kierstyn M. Burrell, P.E.
Project Engineer

Attachment: Agreement for Services

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

Environmental

Facilities

Geotechnical

Materials

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Lamar Consolidated High School - Repurpose of Old Tennis Court project ("Project"), as described in Consultant's Proposal dated 02/03/2021 ("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:  Date: **2/3/2021**
 Name/Title: **Daniel A Mofor, P.E. / Senior Associate**
 Address: **11555 Clay Rd, Ste 100**
Houston, TX 77043-1239
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**
 Email: **Daniel.Mofor@terracon.com**

Client: **Lamar Consolidated Independent School District**
 By: _____ Date: _____
 Name/Title: _____
 Address: _____
 Phone: _____ Fax: _____
 Email: _____

EXHIBIT A - PROJECT UNDERSTANDING

Our scope of work is based on our understanding of the project as described to us by Ms. Sarah Clinton, E.I.T. with DIG Engineers and the expected site conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project that are undefined or assumed are highlighted as shown below. We request the design team provide input to verify this information prior to our initiation of pavement evaluation activities.

Site Location

Item	Description
Project location	The project site is located within Lamar Consolidated High School (LCHS) located at 4606 Mustang Avenue in Rosenberg Texas. The objective is to Repurpose of Old Tennis Court for parking.
Existing conditions	Old tennis court comprising Portland Cement Concrete (PCC) pavement overlain with topping playing surface.
Current Tennis Court Surface	Topping playing surface.
Site access	We expect the site is accessible to truck-mounted coring and drilling equipment during normal business hours.

Planned Construction

Item	Description
Proposed improvements¹	<ul style="list-style-type: none"> ■ We understand that the client is planning to remove the existing playing surface to expose the underlying PCC pavement. ■ Once the playing surface is removed, the underlying PCC pavement will be overlaid with Hot Mix Asphalt Concrete (HMAC) to create a new paved area. <p>We understand the School District and DIG Engineers are concerned about cracks and distresses in the underlying PCC pavement.</p> <ul style="list-style-type: none"> ■ DIG Engineers is also considering demolishing an existing asphalt pavement lot and re-using the reclaimed asphalt material to construct a new pavement area.

¹ Information provided by the client.

EXHIBIT B - SCOPE OF SERVICES

Our proposed scope of services consists of the following construction and tasks:

Old Tennis Court:

- Task 1.0 - Field assessment of existing PCC pavement condition
- Task 2.0 - Pavement design section and material specifications
- Task 3.0 - Engineering oversight during planned repurposing of old tennis court and construction of new parking pavement

Existing Asphaltic Concrete (AC) Pavement Lot:

- Task 4.0 - Field assessment of existing AC pavement condition
- Task 5.0 - Laboratory testing to evaluate engineering properties of salvaged asphalt pavement layer material
- Task 6.0 - Material recommendations to re-use salvaged material to construct a new pavement area
- Task 7.0 - Pavement design section and engineering report
- Task 8.0 - Engineering oversight during construction of new pavement area

The next sections present a brief description of our approach for the Old Tennis Court and Existing Asphalt Pavement Lot:

Exhibit B-1 - Old Tennis Court:

We suggest the following in conjunction with Tasks 1.0 through 3.0:

- 1.) Remove existing tennis playing surface comprising “cushion” topping to expose the underlying PCC pavement
- 2.) Terracon to observe exposed Portland Cement Concrete (PCC) condition
 - A.) If exposed PCC is severely deteriorated, we recommend the following:
 - Use jackhammer to pulverize and transform existing PCC into a new aggregate base layer
 - Use sheepsfoot roller to seat and compact new aggregate base layer
 - Use fully-loaded dump truck to proofroll entire new aggregate base area
 - Identify and address localized pumping and yielding areas by undercutting and backfilling with salvaged crushed concrete base material, to match new aggregate base layer slope and grade
 - Spray-apply Prime Coat (SS-1 Emulsion)
 - Place and compact new Type D HMAC Surface Course, to achieve Air Void Content of 3.8 to 8.5 percent
 - Stripe and open parking lot to traffic
 - B.) If exposed PCC is in good condition, we recommend the following:
 - Use fully loaded dump truck to proofroll entire exposed PCC slab

Cost Estimate for Pavement Engineering Services

Lamar Consolidated High School - Repurpose of Old Tennis Court

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- Identify and address localized pumping and yielding areas by undercutting and backfilling with Type D HMAC to match existing PCC slope and grade
- Spray-apply Tack Coat (SS-1 Emulsion)
- Place and compact new Type D HMAC Surface Course, to achieve Air Void Content of 3.8 to 8.5 percent
- Stripe and open parking lot to traffic

C. If PCC slab is in good condition but the old PCC joints have failed, we recommend the following remedial strategies to address failed expansion and construction joints:

- Use hand tools to remove old and failed joint seal material down to red wood
- Use electrical grinder to route wet and/or rotted redwood joint fill material (Approx. 1" to 2")
- Use blower to blast clean joint space
- Install backer rod in joint space
- Use hot kettle, wand, and joint sealant gun to install hot poured polymer modified asphalt joint seal material to fill joint

Exhibit B-2 - Existing Asphalt Pavement Lot:

We suggest the following in conjunction with Tasks 4.0 through 8.0:

- 3.) Observe saw-cutting, milling, and/or pulverization of existing asphalt pavement
- 4.) Observe stockpiling of salvaged asphalt layer material comprising mixture of asphalt millings, flexible base, and near-surface subgrade soils
- 5.) Sample salvage stockpile material and transport a quantity of obtained salvaged material to our Terracon Houston laboratory for analyses
- 6.) Recommend chemical treatment with low dose cement and placement to constitute recycled fill material
- 7.) Observe placement and compaction of recycled cement treated fill material to construct a new pavement area
- 8.) Recommend typical design section for new pavement area
- 9.) Provide engineering oversight during construction of new pavement area to include:
 - Proofrolling of salvaged cement treated fill material
 - Identify and address localized weak areas by undercutting and backfilling with salvaged recycled fill material
 - Observe spray-application of Prime Coat (SS-1 Emulsion)
 - Observe placement and compaction of TxDOT Item 247 Flexible Base
 - Observe placement and compaction of TxDOT Item 340 Type D HMAC Surface Course, to achieve Air Void Content of 3.8 to 8.5 percent
 - Observe striping of new pavement area prior to opening to traffic

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Site Access: Terracon must be granted access to the site by the property owner. By acceptance of this cost estimate, without information to the contrary, we consider this as authorization to access the property for conducting proposed walk-through and sampling of pavement layer material for laboratory analyses in accordance with our scope of services.

Safety

Terracon is currently not aware of any environmental concerns at this project site that would create health or safety hazards associated with planned field program. Thus, our scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our scope of services does not include any level of environmental site assessment services, but identification of unusual or unnatural materials encountered during milling and excavation of pavement layer material will be noted and discussed in our report.

Planned evaluation of the existing surface, base and near-surface subgrade soils require excavation with heavy equipment. Therefore Terracon complies with local regulations to request a utility location service through Texas 811. We consult with the School District and DIG Engineers regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we will propose safety measures during planned excavation and field activities, as the safety of our field crew is a priority.

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

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 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.

Cost Estimate for Pavement Engineering Services

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Laboratory Testing

The project engineer will review field data and assign laboratory tests. Based on our understanding of the project, assigned tests may include the following:

- Moisture content
- Unit weight
- Atterberg limits
- Percent finer than No. 200 sieve
- Unconfined compressive strength
- TxDOT Item 275 Cement Treatment (Road Mixed)
- Tex-120-E Determination of Target Cement Content and Optimum Moisture Content for Strength Requirement

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

Engineering and Project Delivery

Results of our field and laboratory programs will be evaluated by a professional engineer. The engineer will perform the engineering calculations necessary to evaluate obtained pavement layer material properties and develop appropriate pavement section to sustain anticipate loading for a 20-year design life.

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

- Project Planning – Cost estimate information and schedule will be posted for review and verification
- Laboratory test findings of obtained salvaged material
- Pavement Engineering – Pavement design section, material specifications and pavement engineering report

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary.

Cost Estimate for Pavement Engineering Services

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

The Pavement Engineering report will provide the following:

- Existing pavement profile
- Salvaged material engineering properties
- Recommended dosage rate for cement treatment
- Recommended pavement design sections
- Pavement design guidelines

Cost Estimate for Pavement Engineering Services

Lamar Consolidated High School - Repurpose of Old Tennis Court
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EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

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

Task	Time and Material
Task 1.0 - Field assessment of existing PCC pavement condition	Not to Exceed \$3,000
Task 2.0 - Pavement design section and material specifications	Not to Exceed \$1,500
Task 3.0 - Engineering oversight, repurposing of old tennis court	Not to Exceed \$10,000
Task 4.0 - Field assessment of existing AC pavement condition	Not to Exceed \$2,500
Task 5.0 - Laboratory testing, salvaged asphalt pavement layer material	Not to Exceed \$2,000
Task 6.0 - Cement dosage rate for treatment of salvage material	Not to Exceed \$1,500
Task 7.0 - Pavement design section and engineering report	Not to Exceed \$3,000
Task 8.0 - Engineering oversight, construction of new pavement area	Not to Exceed \$10,000
TOTAL	Not to Exceed \$33,500

The following unit rates will apply for the above Time and Material and Not to Exceed fees.

Personnel/Item	Unit Rate
Principal Engineer, P.E.	\$180/Hr.
Senior Engineer, P.E.	\$175/Hr.
Project Engineer, P.E.	\$140/Hr.
Staff Engineer, E.I.T.	\$125/Hr.
Engineering Technician	\$65/Hr.
Admin. Staff	\$65/Hr.
AutoCAD Personnel	\$75/Hr.
Vehicle Charge	\$60/Day
Nuclear Gauge	\$60/Day

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

Additional Services (see Exhibit B)	Estimated Fees	Initial for Authorization
Private Utility Locate Service ¹	\$1,500	

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

Cost Estimate for Pavement Engineering Services

Lamar Consolidated High School - Repurpose of Old Tennis Court
Rosenberg, Texas ■ February 3, 2021 ■ Terracon Document No. 92215064



Our scope of services does not include services associated with site access and surveying. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis consistent with the rates provided above. . The fee to provide additional consultation services will be in excess of the above provided fee to complete proposed pavement engineering services and will not be incurred without prior approval of the client.

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

Project Schedule

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

GeoReport Delivery	Posting Schedule ^{1, 2}
Field Assessment	5 working days from notice to proceed
Laboratory Testing	15 working days from notice to proceed
Cement Dosage Recommendations	20 working days from notice to proceed
Pavement Design Section	30 working days from notice to proceed
Pavement Report	40 working days from notice to proceed

¹ Upon receipt of your notice to proceed we will activate the schedule component of our [GeoReport](#) website with specific, anticipated working dates for the delivery points noted above as well as other pertinent events.

² We will maintain a current calendar of activities within our [GeoReport](#) website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

**CONSIDER APPROVAL OF PROFESSIONAL TOPOGRAPHIC SURVEYING
FOR THE ORCHESTRA ADDITIONS**

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying for the orchestra additions at Fulshear High, Leaman Junior High, Foster High, Briscoe Junior High, George Ranch High, and Reading Junior High schools in the amount of \$35,600 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Professional topographic surveying is a professional service that the District must contract directly. Charlie Kalkomey Surveying, Inc. A Jones & Carter Company has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2020 Bond Budget.

- Fulshear HS and Leaman JHS Orchestra Addition..... \$4,525.00
- Leaman JHS Orchestra Addition \$4,525.00
- Foster HS Orchestra Addition..... \$5,250.00
- Briscoe JHS Orchestra Addition..... \$7,650.00
- George Ranch HS Orchestra Addition..... \$8,600.00
- Reading JHS Orchestra Additions..... \$5,050.00

PROGRAM DESCRIPTION:

Upon approval, Charlie Kalkomey Surveying, Inc. A Jones & Carter Company will provide the topographic survey information needed for the design of the orchestra additions at Fulshear High, Leaman Junior High, Foster High, Briscoe Junior High, George Ranch High, and Reading Junior High schools.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



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

August 3, 2021

Mr. Kevin McKeever
mckeever@lcisd.org

Re: Cost Estimate and Contract
Topographic Survey services at Fulshear High School
Enoch Latham Survey, Abstract 50
Fort Bend County, Texas

Mr. McKeever,

Thank you for considering this proposal for surveying services of the above referenced site. It is our understanding the District requires a topographic survey at two (2) separate locations on the Fulshear High School Campus and Leaman Junior High School Campus on F. M. Highway 1093 for expansion/additions. We understand the architect for this project needs the location of underground utilities and topographic information for all areas identified within the Project Site.

Scope of Services

I. Survey Services

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

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

Research of the deed records for easements will be performed by a subcontractor.

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

Project Fee Part 1 – Fulshear High School

I.	Survey Services	\$3,600.00
II.	Title Search	\$100.00
III.	Underground Locating Service (subcontractor)	\$825.00

Project Fee Part 2 – Leaman Junior High School

I.	Survey Services	\$3,600.00
II.	Title Search	\$100.00
III.	Underground Locating Service (subcontractor)	\$825.00

The total fee for these services is \$9,050.00.

This fee includes costs for an underground locating service.

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

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

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

Sincerely,

Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869

CDK/mon
E:\Surveying\proposals\LCISD Fulshear Expansion 2021.doc
Enclosures

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

Date

Joy Williams

Name (Printed)

Board President

Title

AUTHORIZATION FOR WORK TO PROCEED

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

STANDARD OF PRACTICE

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

BILLING AND PAYMENT

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

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

OWNERSHIP/REUSE OF DOCUMENTS

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

INSURANCE

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

LIMITATION OF LIABILITY

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

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

INDEMNIFICATION

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

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

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

CONSEQUENTIAL DAMAGES

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

TERMINATION

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

SUCCESSORS AND ASSIGNS

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

SEVERABILITY

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

SPECIAL PROVISIONS

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

CONTROLLING LAW

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

Fulshear High School & Leaman Jr.
High School
Two 2,000 SF additions.





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

August 2, 2021

Mr. Kevin McKeever
mckeever@lcisd.org

Re: Cost Estimate and Contract
Topographic Survey services at Foster High School
William Andrews League, Abstract 3
Fort Bend County, Texas

Mr. McKeever,

Thank you for considering this proposal for surveying services of the above referenced site. It is our understanding the District requires a topographic survey at the Foster High School Campus on F. M. Highway 723 for expansion/additions. We understand the architect for this project needs the location of underground utilities and topographic information for all areas identified within the Project Sites.

Scope of Services

I. Survey Services

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

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

Research of the deed records for easements will be performed by a subcontractor.

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

Project Fee

I.	Survey Services	\$4,200.00
II.	Title Search (subcontractor)	\$200.00
III.	Underground Locating Service (subcontractor)	\$850.00

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

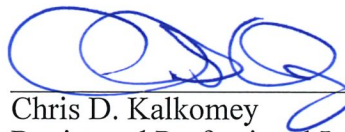
This fee includes costs for an underground locating service.

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

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

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

Sincerely,



Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869

CDK/mon
E:\Surveying\proposals\LCISD Foster Expansion 2021.doc
Enclosures

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

Date

Joy Williams

Name (Printed)

Board President

Title

AUTHORIZATION FOR WORK TO PROCEED

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

STANDARD OF PRACTICE

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

BILLING AND PAYMENT

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

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

OWNERSHIP/REUSE OF DOCUMENTS

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

INSURANCE

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

LIMITATION OF LIABILITY

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

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

INDEMNIFICATION

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

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

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

CONSEQUENTIAL DAMAGES

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

TERMINATION

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

SUCCESSORS AND ASSIGNS

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SEVERABILITY

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

SPECIAL PROVISIONS

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

CONTROLLING LAW

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



Foster High School
2,000 SF Addition

Survey Area

2,000 SF Addition

Google Earth



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

August 2, 2021

Mr. Kevin McKeever
mckeever@lcisd.org

Re: Cost Estimate and Contract
Topographic Survey services at Briscoe Junior High School
William Andrews League, Abstract 3
Fort Bend County, Texas

Mr. McKeever,

Thank you for considering this proposal for surveying services of the above referenced site. It is our understanding the District requires a topographic survey at the Briscoe Junior High School Campus on F. M. Highway 723 for expansion/additions. We understand the architect for this project needs the location of underground utilities and topographic information for all areas identified within the Project Sites.

Scope of Services

I. Survey Services

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

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

Research of the deed records for easements will be performed by a subcontractor.

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

Project Fee

I.	Survey Services	\$6,200.00
II.	Title Search (subcontractor)	\$200.00
III.	Underground Locating Service (subcontractor)	\$1,250.00

The total fee for these services is \$7,650.00.

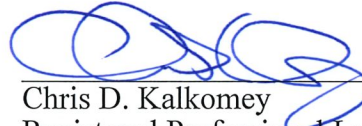
This fee includes costs for an underground locating service.

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

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

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

Sincerely,



Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869

CDK/mon
E:\Surveying\proposals\LCISD Briscoe Expansion 2021.doc
Enclosures

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

Date

Joy Williams
Name (Printed)

Board President
Title

AUTHORIZATION FOR WORK TO PROCEED

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

STANDARD OF PRACTICE

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

BILLING AND PAYMENT

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

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

OWNERSHIP/REUSE OF DOCUMENTS

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

INSURANCE

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

LIMITATION OF LIABILITY

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

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

INDEMNIFICATION

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

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

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

CONSEQUENTIAL DAMAGES

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

TERMINATION

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

SUCCESSORS AND ASSIGNS

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

SEVERABILITY

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

SPECIAL PROVISIONS

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

CONTROLLING LAW

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

Briscoe Jr. High School
2,000 SF Addition

2,000 SF
Addition

Survey Area





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

August 2, 2021

Mr. Kevin McKeever
mckeeper@lcisd.org

Re: Cost Estimate and Contract
Topographic Survey services at George Ranch High School
Wiley Martin League, Abstract 56
Fort Bend County, Texas

Mr. McKeever,

Thank you for considering this proposal for surveying services of the above referenced site. It is our understanding the District requires a topographic survey at the George Ranch High School Campus on F. M. Highway 762 for building expansion. We understand the architect for this project needs the location of underground utilities and topographic information for all areas identified within the Project Site.

Scope of Services

I. Survey Services

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

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

Research for title and recorded easements will be performed by a subcontractor.

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

Project Fee

I.	Survey Services	\$6,800.00
II.	Title Search (subcontractor)	\$550.00
III.	Underground Locating Service (subcontractor)	\$1,250.00

The total fee for these services is \$8,600.00.

This fee includes costs for an underground locating service.

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

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

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

Sincerely,


Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869

CDK/mon
E:\Surveying\proposals\LCISD George Ranch Expansion 2021.doc
Enclosures

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

Date

Joy Williams
Name (Printed)

Board President
Title

AUTHORIZATION FOR WORK TO PROCEED

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

STANDARD OF PRACTICE

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

BILLING AND PAYMENT

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

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

OWNERSHIP/REUSE OF DOCUMENTS

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

INSURANCE

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

LIMITATION OF LIABILITY

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

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

INDEMNIFICATION

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

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

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

CONSEQUENTIAL DAMAGES

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

TERMINATION

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

SUCCESSORS AND ASSIGNS

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

SEVERABILITY

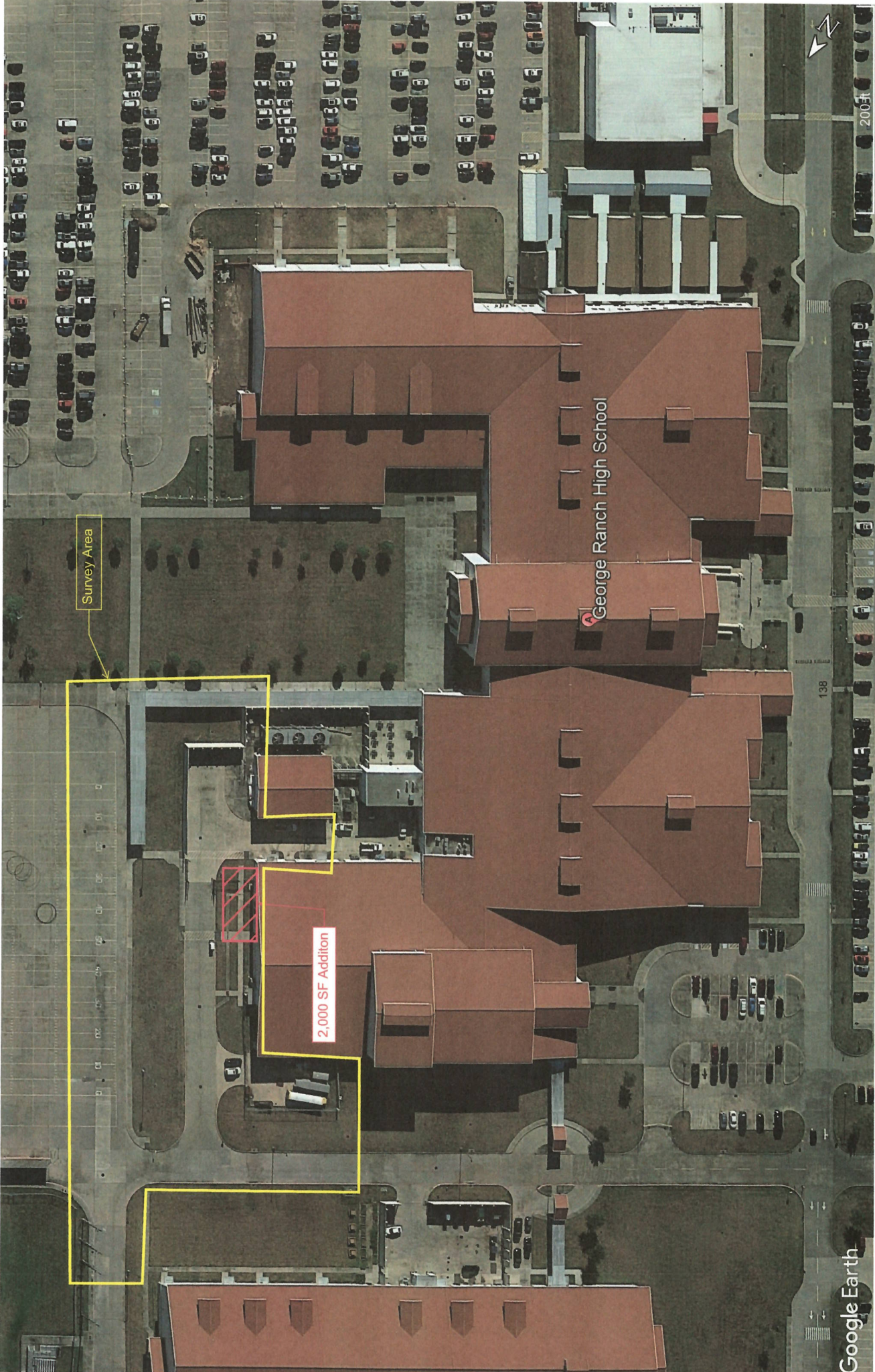
Any provision or part of the AGREEMENT held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the CLIENT and JC, who agree that the AGREEMENT shall be reformed to replace such stricken provision or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

SPECIAL PROVISIONS

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

CONTROLLING LAW

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



Survey Area

2,000 SF Addition

George Ranch High School

138

200ft

Google Earth



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

August 2, 2021

Mr. Kevin McKeever
mckeever@lcisd.org

Re: Cost Estimate and Contract
Topographic Survey services at Reading Junior High School
Wiley Martin League, Abstract 56
Fort Bend County, Texas

Mr. McKeever,

Thank you for considering this proposal for surveying services of the above referenced site. It is our understanding the District requires a topographic survey at the Reading Junior High School Campus on F. M. Highway 762 for building expansion. We understand the architect for this project needs the location of underground utilities and topographic information for all areas identified within the Project Site.

Scope of Services

I. Survey Services

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

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

No research for title or recorded easements will be performed for this project.

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

Project Fee

I.	Survey Services	\$4,200.00
II.	Underground Locating Service (subcontractor)	\$850.00

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

This fee includes costs for an underground locating service.

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

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

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

Sincerely,



Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869

CDK/mon
E:\Surveying\proposals\LCISD Reading JHS Expansion 2021.doc
Enclosures

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

Date

Joy Williams

Name (Printed)

Board President

Title

AUTHORIZATION FOR WORK TO PROCEED

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

STANDARD OF PRACTICE

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

BILLING AND PAYMENT

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

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

OWNERSHIP/REUSE OF DOCUMENTS

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

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

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

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

INDEMNIFICATION

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

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

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

CONSEQUENTIAL DAMAGES

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

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SEVERABILITY

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

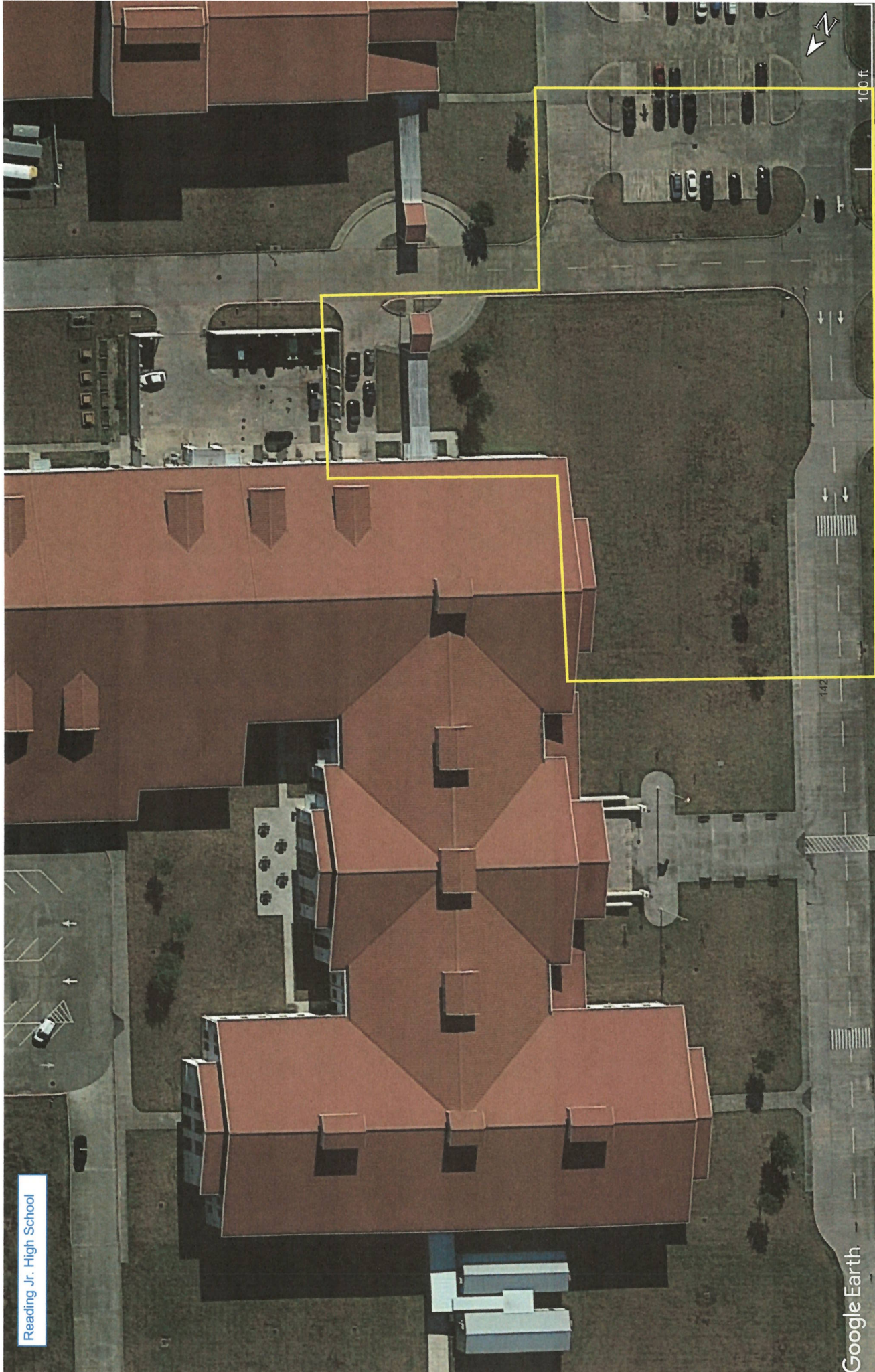
SPECIAL PROVISIONS

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

CONTROLLING LAW

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

Reading Jr. High School



Google Earth

**CONSIDER APPROVAL OF GEOTECHNICAL STUDY
FOR THE VESTIBULE ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Terracon for the geotechnical study for the vestibule additions and renovations at Meyer Elementary, Navarro Middle, Seguin ECC, and Taylor Ray Elementary schools in the amount of \$19,500 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Geotechnical engineering services are a professional service that the District must contract directly. Terracon has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2020 Bond Budget.

- Meyer Elementary School..... \$4,800.00
- Navarro Middle School..... \$4,800.00
- Seguin ECC..... \$4,800.00
- Taylor Ray Elementary School..... \$5,100.00

PROGRAM DESCRIPTION:

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design of the vestibule additions and renovations at Meyer Elementary, Navarro Middle, Seguin ECC, and Taylor Ray Elementary schools.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

July 30, 2021



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

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

Re: Cost Estimate for Geotechnical Engineering Services
LCISD Meyer Elementary School Security Vestibule Addition
1930 J Meyer Road
Richmond, Texas
Terracon Document No. P92215370

Dear Mr. McKeever:

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

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this document is **\$4,800**. See **Exhibit C** for more details of our fees and consideration of additional services.

Cost Estimate for Geotechnical Engineering Services

LCISD Meyer Elementary School Security Vestibule Addition ■ Richmond, Texas
7/30/2021 ■ Terracon Document No. P92215370



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

Sincerely,

Terracon Consultants, Inc.

(Texas Firm Registration No.: F-3272)

A handwritten signature in blue ink, appearing to read "J. Han", is positioned above the name Jonathan N. Han.

Jonathan N. Han, E.I.T.
Staff Geotechnical Engineer

A handwritten signature in blue ink, appearing to read "K. Burrell", is positioned above the name Kierstyn M. Burrell. The word "For:" is written in blue ink to the left of the signature.

For: Kierstyn M. Burrell, P.E.
Project Engineer

A handwritten signature in blue ink, appearing to read "B. Ridley", is positioned above the name Brian C. Ridley.

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

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Meyer Elementary School Security Vestibule Addition project ("Project"), as described in Consultant's Proposal dated 07/30/2021 ("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 (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Texas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. 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: Brian C Ridley Date: **7/30/2021**
Name/Title: **Brian C Ridley, P.E. / Project Manager**
Address: **11555 Clay Rd, Ste 100**
Houston, TX 77043-1239
Phone: **(713) 690-8989** Fax: **(713) 690-8787**
Email: **Brian.Ridley@terracon.com**

Client: **Lamar Consolidated ISD**
By: _____ Date: _____
Name/Title: **Joy Williams - Board President**
Address: _____
Phone: _____ Fax: _____
Email: _____

EXHIBIT A - PROJECT UNDERSTANDING

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

Site Location

Item	Description
Project location	The project is within the existing Meyer Elementary School Campus located at 1930 J Meyer Road in Richmond, Texas.
Existing improvements	A single-story school building and a concrete parking lot is located immediately adjacent to the proposed improvement area at the time of this cost estimate.
Current ground cover	Grass, scattered trees, and concrete.
Site access	We expect the site and exploration locations are accessible with our truck mounted drilling equipment during normal business hours.

Planned Construction

Item	Description
Proposed improvements¹	A single-story security vestibule addition with a footprint area of approximately 900 square feet.
Building construction	Either steel-frame or concrete masonry unit (CMU) construction with either a structurally suspended and supported floor slab system or a grade-supported floor slab.
Finished floor elevation	Within approximately one foot above existing grade and to match the finished floor elevation of the existing building.
Maximum loads	<ul style="list-style-type: none"> ■ Column loads: 75 to 100 kips ■ Floor slab pressure: 125 pounds per square foot (psf)
Planned foundation system	Drilled-and-underreamed footings.

¹: Based on information provided by the client.

EXHIBIT B - SCOPE OF SERVICES

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

Field Exploration

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

Planned Location	Number of Borings	Planned Boring Depth ¹ (feet)
Proposed security vestibule area	2 (B-1 and B-2)	20

1. Below grade at the time of our field program.

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

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

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

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

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

Safety

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

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

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

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 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.

Laboratory Testing

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

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

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

Engineering and Project Delivery

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

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

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

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

Cost Estimate for Geotechnical Engineering Services

LCISD Meyer Elementary School Security Vestibule Addition ■ Richmond, Texas

7/30/2021 ■ Terracon Document No. P92215370



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

The geotechnical engineering report will provide recommendations for the following:

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

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

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

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$4,200
Private Utility Locate Service ¹	\$600
Total	\$4,800

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

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

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

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

Project Schedule

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

Cost Estimate for Geotechnical Engineering Services

LCISD Meyer Elementary School Security Vestibule Addition ■ Richmond, Texas

7/30/2021 ■ Terracon Document No. P92215370



GeoReport® Delivery	Posting Schedule ^{1, 2}
Project Planning	5 working days from notice to proceed
Field Work Mobilization	5 to 7 working days from notice to proceed
Site Characterization ³	10 working days from completion of the field program
Geotechnical Engineering ³	15 working days from completion of the field program

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

EXHIBIT D – ANTICIPATED EXPLORATION PLAN

LCISD Meyer Elementary School Security Vestibule Addition ■ Richmond, Texas
July 30, 2021 ■ Terracon Document No. P92215370



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

August 2, 2021



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

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

Re: Cost Estimate for Geotechnical Engineering Services
LCISD Navarro Middle School Security Vestibule Addition
4700 Avenue N
Rosenberg, Texas
Terracon Document No. P92215372

Dear Mr. McKeever:

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

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this document is **\$4,800**. See **Exhibit C** for more details of our fees and consideration of additional services.

Cost Estimate for Geotechnical Engineering Services

LCISD Navarro Middle School Security Vestibule Addition ■ Rosenberg, Texas

8/2/2021 ■ Terracon Document No. P92215372



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

Sincerely,

Terracon Consultants, Inc.

(Texas Firm Registration No.: F-3272)

A handwritten signature in blue ink, appearing to read "J. Han", is positioned above the name of Jonathan N. Han.

Jonathan N. Han, E.I.T.
Staff Geotechnical Engineer

A handwritten signature in blue ink, appearing to read "Kierstyn M. Burrell", is positioned above the name of Kierstyn M. Burrell.

Kierstyn M. Burrell, P.E.
Project Engineer

A handwritten signature in blue ink, appearing to read "Brian C. Ridley", is positioned above the name of Brian C. Ridley.

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

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Navarro Middle School Security Vestibule Addition project ("Project"), as described in Consultant's Proposal dated 08/02/2021 ("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 (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 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.
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- 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:  Date: **8/2/2021**

Name/Title: **Brian C Ridley, P.E. / Project Manager**

Address: **11555 Clay Rd, Ste 100
Houston, TX 77043-1239**

Phone: **(713) 690-8989** Fax: **(713) 690-8787**

Email: **Brian.Ridley@terracon.com**

Client: **Lamar Consolidated ISD**

By: _____ Date: _____

Name/Title: **Joy Williams - Board President**

Address: _____

Phone: _____ Fax: _____

Email: _____

EXHIBIT A - PROJECT UNDERSTANDING

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

Site Location

Item	Description
Project location	The project is within the existing Navarro Middle School Campus located at 4700 Avenue N in Rosenberg, Texas.
Existing improvements	A single-story school building and a concrete parking lot is located immediately adjacent to the proposed improvement area at the time of this cost estimate.
Current ground cover	Grass, weeds, and concrete.
Site access	We expect the site and exploration locations are accessible with our truck mounted drilling equipment during normal business hours.

Planned Construction

Item	Description
Proposed improvements ¹	A single-story security vestibule addition with a footprint area of approximately 900 square feet.
Building construction	Either steel-frame or concrete masonry unit (CMU) construction with either a structurally suspended and supported floor slab system or a grade-supported floor slab.
Finished floor elevation	Within approximately one foot above existing grade and to match the finished floor elevation of the existing building.
Maximum loads ¹	<p>Structurally suspended and supported floor slab system:</p> <ul style="list-style-type: none"> ■ Column loads: Up to 250 kips <p>Grade-supported floor slab:</p> <ul style="list-style-type: none"> ■ Column loads: Up to 120 kips ■ Floor slab pressure: 125 pounds per square foot (psf)
Planned foundation system	Drilled-and-underreamed footings.

¹. Based on information provided by the client.

EXHIBIT B - SCOPE OF SERVICES

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

Field Exploration

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

Planned Location	Number of Borings	Planned Boring Depth ¹ (feet)
Proposed security vestibule area	2 (B-1 and B-2)	20

1. Below grade at the time of our field program.

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

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

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

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

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

Safety

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

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

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

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 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.

Laboratory Testing

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

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

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

Engineering and Project Delivery

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

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

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

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

Cost Estimate for Geotechnical Engineering Services

LCISD Navarro Middle School Security Vestibule Addition ■ Rosenberg, Texas

8/2/2021 ■ Terracon Document No. P92215372



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

The geotechnical engineering report will provide recommendations for the following:

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

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

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

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$4,200
Private Utility Locate Service ¹	\$600
Total	\$4,800

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

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

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

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

Project Schedule

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

Cost Estimate for Geotechnical Engineering Services

LCISD Navarro Middle School Security Vestibule Addition ■ Rosenberg, Texas

8/2/2021 ■ Terracon Document No. P92215372



GeoReport® Delivery	Posting Schedule ^{1, 2}
Project Planning	5 working days from notice to proceed
Field Work Mobilization	5 to 7 working days from notice to proceed
Site Characterization ³	10 working days from completion of the field program
Geotechnical Engineering ³	15 working days from completion of the field program

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

EXHIBIT D – ANTICIPATED EXPLORATION PLAN

LCISD Navarro Middle School Security Vestibule Addition ■ Rosenberg, Texas
August 2, 2021 ■ Terracon Document No. P92215372



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

August 2, 2021



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

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

Re: Cost Estimate for Geotechnical Engineering Services
LCISD Seguin Early Childhood Center Security Vestibule Addition
605 Mabel Street
Richmond, Texas
Terracon Document No. P92215373

Dear Mr. McKeever:

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

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this document is **\$4,800**. See **Exhibit C** for more details of our fees and consideration of additional services.

Cost Estimate for Geotechnical Engineering Services

LCISD Seguin Early Childhood Center Security Vestibule Addition ■ Richmond, Texas

8/2/2021 ■ Terracon Document No. P92215373



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

Sincerely,

Terracon Consultants, Inc.

(Texas Firm Registration No.: F-3272)

A handwritten signature in blue ink, appearing to read "Jonathan N. Han".

Jonathan N. Han, E.I.T.
Staff Geotechnical Engineer

A handwritten signature in blue ink, appearing to read "Kierstyn M. Burrell".

Kierstyn M. Burrell, P.E.
Project Engineer

A handwritten signature in blue ink, appearing to read "Brian C. Ridley".

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

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Seguin Early Childhood Center Security Vestibule Addition project ("Project"), as described in Consultant's Proposal dated 08/02/2021 ("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 (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 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:  Date: 8/2/2021
 Name/Title: Brian C Ridley, P.E. / Project Manager
 Address: 11555 Clay Rd, Ste 100
Houston, TX 77043-1239
 Phone: (713) 690-8989 Fax: (713) 690-8787
 Email: Brian.Ridley@terracon.com

Client: Lamar Consolidated ISD
 By: _____ Date: _____
 Name/Title: Joy Williams - Board President
 Address: _____
 Phone: _____ Fax: _____
 Email: _____

EXHIBIT A - PROJECT UNDERSTANDING

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

Site Location

Item	Description
Project location	The project is within the existing Seguin Early Childhood Center Campus located at 605 Mabel Street in Richmond, Texas.
Existing improvements	A single-story school building and an asphaltic concrete parking lot is located immediately adjacent to the proposed improvement area at the time of this cost estimate.
Current ground cover	Grass, weeds, and asphaltic concrete.
Site access	We expect the site and exploration locations are accessible with our truck mounted drilling equipment during normal business hours.

Planned Construction

Item	Description
Proposed improvements ¹	A single-story security vestibule addition with a footprint area of approximately 600 square feet.
Building construction	Either steel-frame or concrete masonry unit (CMU) construction with either a structurally suspended and supported floor slab system or a grade-supported floor slab.
Finished floor elevation	Within approximately one foot above existing grade and to match the finished floor elevation of the existing building.
Maximum loads ¹	<p>Structurally suspended and supported floor slab system:</p> <ul style="list-style-type: none"> ■ Column loads: Up to 250 kips <p>Grade-supported floor slab:</p> <ul style="list-style-type: none"> ■ Column loads: Up to 120 kips ■ Floor slab pressure: 125 pounds per square foot (psf)
Planned foundation system	Drilled-and-underreamed footings.

¹. Based on information provided by the client.

EXHIBIT B - SCOPE OF SERVICES

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

Field Exploration

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

Planned Location	Number of Borings	Planned Boring Depth ¹ (feet)
Proposed security vestibule area	2 (B-1 and B-2)	20

1. Below grade at the time of our field program.

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

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

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

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

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

Safety

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

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

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

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 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.

Laboratory Testing

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

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

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

Engineering and Project Delivery

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

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

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

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

Cost Estimate for Geotechnical Engineering Services

LCISD Seguin Early Childhood Center Security Vestibule Addition ■ Richmond, Texas

8/2/2021 ■ Terracon Document No. P92215373



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

The geotechnical engineering report will provide recommendations for the following:

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

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

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

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$4,200
Private Utility Locate Service ¹	\$600
Total	\$4,800

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

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

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

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

Project Schedule

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

Cost Estimate for Geotechnical Engineering Services

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GeoReport® Delivery	Posting Schedule ^{1, 2}
Project Planning	5 working days from notice to proceed
Field Work Mobilization	5 to 7 working days from notice to proceed
Site Characterization ³	10 working days from completion of the field program
Geotechnical Engineering ³	15 working days from completion of the field program

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

EXHIBIT D – ANTICIPATED EXPLORATION PLAN

LCISD Seguin Early Childhood Center Security Vestibule Addition ■ Richmond, Texas
August 2, 2021 ■ Terracon Document No. P92215373



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

August 2, 2021



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

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

Re: Cost Estimate for Geotechnical Engineering Services
LCISD Taylor Ray Elementary School Security Vestibule Addition
2611 Avenue N
Rosenberg, Texas
Terracon Document No. P92215374

Dear Mr. McKeever:

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

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this document is **\$5,100**. See **Exhibit C** for more details of our fees and consideration of additional services.

Cost Estimate for Geotechnical Engineering Services

LCISD Taylor Ray Elementary School Security Vestibule Addition ■ Rosenberg, Texas

8/2/2021 ■ Terracon Document No. P92215374



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

Sincerely,

Terracon Consultants, Inc.

(Texas Firm Registration No.: F-3272)

A handwritten signature in blue ink, appearing to read "Jonathan N. Han".

Jonathan N. Han, E.I.T.
Staff Geotechnical Engineer

A handwritten signature in blue ink, appearing to read "Kierstyn M. Burrell".

Kierstyn M. Burrell, P.E.
Project Engineer

A handwritten signature in blue ink, appearing to read "Brian C. Ridley".

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


AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Taylor Ray Elementary School Security Vestibule Addition project ("Project"), as described in Consultant's Proposal dated 08/02/2021 ("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 (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 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:  Date: 8/2/2021
 Name/Title: Brian C Ridley, P.E. / Project Manager
 Address: 11555 Clay Rd, Ste 100
Houston, TX 77043-1239
 Phone: (713) 690-8989 Fax: (713) 690-8787
 Email: Brian.Ridley@terracon.com

Client: Lamar Consolidated ISD
 By: _____ Date: _____
 Name/Title: Joy Williams - Board President
 Address: _____
 Phone: _____ Fax: _____
 Email: _____

EXHIBIT A - PROJECT UNDERSTANDING

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

Site Location

Item	Description
Project location	The project is within the existing Taylor Ray Elementary School Campus located at 2611 Avenue N in Rosenberg, Texas.
Existing improvements	A single-story school building, a canopy structure, and an asphaltic concrete parking lot is located immediately adjacent to the proposed improvement area at the time of this cost estimate.
Current ground cover	Grass, scattered trees, and asphaltic concrete.
Site access	We expect the site and exploration locations are accessible with our truck mounted drilling equipment during normal business hours.

Planned Construction

Item	Description
Proposed improvements¹	A single-story security vestibule addition with a footprint area of approximately 900 square feet.
Building construction	Either steel-frame or concrete masonry unit (CMU) construction with either a structurally suspended and supported floor slab system or a grade-supported floor slab.
Finished floor elevation	Within approximately one foot above existing grade and to match the finished floor elevation of the existing building.
Maximum loads¹	<p>Structurally suspended and supported floor slab system:</p> <ul style="list-style-type: none"> ■ Column loads: Up to 250 kips <p>Grade-supported floor slab:</p> <ul style="list-style-type: none"> ■ Column loads: Up to 120 kips ■ Floor slab pressure: 125 pounds per square foot (psf)
Planned foundation system	Drilled-and-underreamed footings.

¹. Based on information provided by the client.

EXHIBIT B - SCOPE OF SERVICES

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

Field Exploration

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

Planned Location	Number of Borings	Planned Boring Depth ¹ (feet)
In accessible areas of the proposed security vestibule	2 (B-1 and B-2)	20

1. Below grade at the time of our field program.

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

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

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

Property Disturbance: The existing asphaltic concrete will be augered and removed to access the underlying subgrade, where appropriate. We will backfill borings with auger cuttings and patch at the surface with asphaltic concrete patch product, where appropriate, upon completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and

Cost Estimate for Geotechnical Engineering Services

LCISD Taylor Ray Elementary School Security Vestibule Addition ■ Rosenberg, Texas

8/2/2021 ■ Terracon Document No. P92215374



backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

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

Safety

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

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

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

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 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.

Laboratory Testing

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

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

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

Engineering and Project Delivery

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

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

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

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction

Cost Estimate for Geotechnical Engineering Services

LCISD Taylor Ray Elementary School Security Vestibule Addition ■ Rosenberg, Texas

8/2/2021 ■ Terracon Document No. P92215374



are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

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

The geotechnical engineering report will provide recommendations for the following:

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

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

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

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$4,500
Private Utility Locate Service ¹	\$600
Total	\$5,100

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

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

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

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

Project Schedule

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

Cost Estimate for Geotechnical Engineering Services

LCISD Taylor Ray Elementary School Security Vestibule Addition ■ Rosenberg, Texas

8/2/2021 ■ Terracon Document No. P92215374



GeoReport® Delivery	Posting Schedule ^{1, 2}
Project Planning	5 working days from notice to proceed
Field Work Mobilization	5 to 7 working days from notice to proceed
Site Characterization ³	10 working days from completion of the field program
Geotechnical Engineering ³	15 working days from completion of the field program

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

EXHIBIT D – ANTICIPATED EXPLORATION PLAN

LCISD Taylor Ray Elementary School Security Vestibule Addition ■ Rosenberg, Texas
August 2, 2021 ■ Terracon Document No. P92215374



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

**CONSIDER APPROVAL OF PROFESSIONAL TOPOGRAPHIC SURVEYING FOR
THE BOWIE ELEMENTARY AND BEASLEY ELEMENTARY
ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Kaluza, Inc. for professional topographic surveying for the Bowie Elementary and Beasley Elementary additions and renovations in the amount of \$12,700 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Professional topographic surveying is a professional service that the District must contract directly. Kaluza, Inc. has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2020 Bond Budget.

- Bowie Elementary..... \$5,800.00
- Beasley Elementary..... \$6,900.00

PROGRAM DESCRIPTION:

Upon approval, Kaluza, Inc. will provide the topographic survey information needed for the design of Bowie Elementary and Beasley Elementary additions and renovations.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



Consulting Engineers & Surveyors
Engineering Firm No. F-1339
Surveying Firm No. 10010000
3014 Avenue I, Rosenberg, Texas 77471
(281) 341-0808 ■ FAX (281) 341-6333

July 24, 2021

Mr. Kevin McKeever
 Lamar Consolidated I.S.D.
 3911 Avenue I
 Rosenberg, Texas 77471

RE: Surveying Proposal for Partial Topographic Survey at Lamar Consolidated Independent School District – Bowie Elementary School – 8 Acres along Bamore Road, City of Rosenberg, Fort Bend County, Texas

Dear Mr. McKeever:

We propose to render professional surveying services in connection with the above referenced project (hereinafter referred to as the "Project"). It is our understanding that you will furnish us with full information as to your requirements of land use, including any special services needed, and also to make available pertinent existing data.

Kaluza, Inc. proposes to provide the necessary surveying services to complete the project in accordance with the following scope of work:

Scope of Work

I. Bowie Elementary School Partial Topographic Survey

Project survey site consist of open area and playground area along Wilburn Street and parking area along Bamore Road; Research in the County Clerk’s Office to obtain Deed Record descriptions of the tract to be surveyed and the adjoining tracts of topographic survey area; Office calculations necessary to check location of the boundary lines in relation to features found during the course of the topographic survey; Tie elevations to mean sea level datum; Establish temporary benchmark on site; Obtain elevation onsite on 50 foot grid system; Location of existing buildings, parking areas, power lines, and existing improvements; Obtain elevations and cross-section of existing drainage swales and roadway adjoining the property; Location of utilities adjacent to site; Show approximate location of underground utilities from available record drawings from the City and School District; Preparation of plat showing topographic information; Provide owner electronic file of site plan in AutoCAD 2015 format; and Furnish Owner five (5) copies of topographic survey.

**Fee for Bowie Elementary School
 Partial Topographic Survey Work = \$ 5,800.00**

It is understood the owner will furnish a copy of each deed and record drawings for the property to be surveyed prior to commencement of work.

The work on the topographic survey can commence within five (5) days of the receipt of a copy of this proposal signed and receipt of record drawings provided by the owner, and completion of work within thirty (30) days.

Mr. Keven McKeever
Lamar Consolidated I.S.D.
July 24, 2021
Page 2

Total surveying fees for completion of all work described in the foregoing pages are for the specified amount, provided the Owner does not make major changes and/or additions to the design work. Any additional services will be billed at the hourly rates as shown on the attached Exhibit "A". Billings for services rendered will be made monthly, and payment is requested within fifteen (15) days from receipt of invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old.

Kaluza, Inc. makes no warranty, either express or implied, as to its services, including preparation of plans and specifications, cost estimates, surveys, or professional advice, except that they are prepared, issued, and performed in accordance with generally accepted professional engineering and surveying practices. Owner agrees that the liability of Kaluza, Inc. for any negligence, error, or omission in connection with the services provided shall not exceed the total compensation for said services. Additionally, it is the desire of our firm to comply with other applicable Federal, State, and local laws during the execution of this contract.

This proposal and Exhibit "A" attached represent the entire understanding between you and this firm in respect to the Project, and may only be modified in writing signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing this proposal in the space provided below and returning the signed copy to us.

Thank you for this opportunity to be of assistance to you. We look forward to working with you on this project.

Cordially,

KALUZA, INC.

Llarance L. Turner

Llarance L. Turner, R.P.L.S.
President

Attachment

Accepted - Title

Date

Exhibit "A"

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION

Effective June, 2013

**KALUZA, INC.
CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS**

The charges for professional Engineering, Surveying, and Drafting services are based on the following daily or hourly rates:

ENGINEERING, SURVEYING, AND DRAFTING

Principal.....	\$ 175.00/Hour
Sr. Project Manager.....	\$ 150.00/Hour
Project Manager.....	\$ 145.00/Hour
Survey Manager.....	\$ 140.00/Hour
Project Engineer.....	\$ 110.00/Hour
Project Surveyor.....	\$ 90.00/Hour
Sr. Designer.....	\$ 90.00/Hour
Designer.....	\$ 80.00/Hour
CAD Technician.....	\$ 70.00/Hour
Contract Coordinator.....	\$ 65.00/Hour
Secretarial.....	\$ 60.00/Hour
Field Party (2 Men).....	\$ 120.00/Hour
Field Party (3 Men).....	\$ 140.00/Hour
Field Party (4 Men).....	\$ 150.00/Hour
Construction Observation.....	\$ 750.00/Day

ADDITIONAL EXPENSES

1. Reproduction Work - At prevailing commercial rate.
2. Field Note Descriptions - \$70.00/Set.
3. ATV Rental - \$115.00/Day.
4. Other Consultants - At cost plus 10% for handling.
5. All Other Expenses - At cost plus 10% for handling.
6. Global Positioning System (GPS) Surveying an additional charge of \$25.00 per hour will be charged for equipment.

**Charges are due and payable within thirty (30) days after receipt of invoice.
Interest will be charged at the rate of 1.5% per month for late payments.**

KALUZA
INC

Consulting Engineers & Surveyors

Engineering Firm No. F-1339 Surveying Firm No. 10010000

3014 Avenue I, Rosenberg, Texas 77471

Phone: (281) 341-0808

Fax: (281) 341-6333

Rates Subject to Change

BOWIE ELEMENTARY SCHOOL
2304 Bamore Rd, Rosenberg, TX 77471
SURVEY SCOPE



PERTINENT SCOPE:
VESTIBULE ADDITION
ADA PLAYGROUND RAMP
EXTERIOR DOORS ELEVATIONS (ACCESSIBILITY CONCERNS)



Consulting Engineers & Surveyors
Engineering Firm No. F-1339
Surveying Firm No. 10010000
3014 Avenue I, Rosenberg, Texas 77471
(281) 341-0808 ■ FAX (281) 341-6333

July 24, 2021

Mr. Kevin McKeever
 Lamar Consolidated I.S.D.
 3911 Avenue I
 Rosenberg, Texas 77471

RE: Surveying Proposal for Partial Topographic Survey at Lamar Consolidated Independent School District – Beasley Elementary School – 5.0 Acres along Avenue J, City of Beasley, Fort Bend County, Texas

Dear Mr. McKeever:

We propose to render professional surveying services in connection with the above referenced project (hereinafter referred to as the "Project"). It is our understanding that you will furnish us with full information as to your requirements of land use, including any special services needed, and also to make available pertinent existing data.

Kaluza, Inc. proposes to provide the necessary surveying services to complete the project in accordance with the following scope of work:

Scope of Work

I. Beasley Elementary School Partial Topographic Survey

Project survey site consist of area along the front of school along Avenue “C” to include playground area; Research in the County Clerk’s Office to obtain Deed Record descriptions of the tract to be surveyed and the adjoining tracts of topographic survey area; Office calculations necessary to check location of the boundary lines in relation to features found during the course of the topographic survey; Tie elevations to mean sea level datum; Establish temporary benchmark on site; Obtain elevation onsite on 50 foot grid system; Location of existing buildings, parking areas, power lines, and existing improvements; Obtain elevations and cross-section of existing drainage swales and roadway adjoining the property; Location of utilities adjacent to site; Show approximate location of underground utilities from available record drawings from the City and School District; Preparation of plat showing topographic information; Provide owner electronic file of site plan in AutoCAD 2015 format; and Furnish Owner five (5) copies of topographic survey.

**Fee for Beasley Elementary School
 Partial Topographic Survey Work = \$ 6,900.00**

It is understood the owner will furnish a copy of each deed and record drawings for the property to be surveyed prior to commencement of work.

The work on the topographic survey can commence within five (5) days of the receipt of a copy of this proposal signed and receipt of record drawings provided by the owner, and completion of work within thirty (30) days.

Mr. Keven McKeever
Lamar Consolidated I.S.D.
July 24, 2021
Page 2

Total surveying fees for completion of all work described in the foregoing pages are for the specified amount, provided the Owner does not make major changes and/or additions to the design work. Any additional services will be billed at the hourly rates as shown on the attached Exhibit "A". Billings for services rendered will be made monthly, and payment is requested within fifteen (15) days from receipt of invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old.

Kaluza, Inc. makes no warranty, either express or implied, as to its services, including preparation of plans and specifications, cost estimates, surveys, or professional advice, except that they are prepared, issued, and performed in accordance with generally accepted professional engineering and surveying practices. Owner agrees that the liability of Kaluza, Inc. for any negligence, error, or omission in connection with the services provided shall not exceed the total compensation for said services. Additionally, it is the desire of our firm to comply with other applicable Federal, State, and local laws during the execution of this contract.

This proposal and Exhibit "A" attached represent the entire understanding between you and this firm in respect to the Project, and may only be modified in writing signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing this proposal in the space provided below and returning the signed copy to us.

Thank you for this opportunity to be of assistance to you. We look forward to working with you on this project.

Cordially,

KALUZA, INC.

Llarance L. Turner

Llarance L. Turner, R.P.L.S.
President

Attachment

Accepted - Title

Date

Exhibit "A"

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION

Effective June, 2013

**KALUZA, INC.
CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS**

The charges for professional Engineering, Surveying, and Drafting services are based on the following daily or hourly rates:

ENGINEERING, SURVEYING, AND DRAFTING

Principal.....	\$ 175.00/Hour
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Project Manager.....	\$ 145.00/Hour
Survey Manager.....	\$ 140.00/Hour
Project Engineer.....	\$ 110.00/Hour
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Sr. Designer.....	\$ 90.00/Hour
Designer.....	\$ 80.00/Hour
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Secretarial.....	\$ 60.00/Hour
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Field Party (3 Men).....	\$ 140.00/Hour
Field Party (4 Men).....	\$ 150.00/Hour
Construction Observation.....	\$ 750.00/Day

ADDITIONAL EXPENSES

1. Reproduction Work - At prevailing commercial rate.
2. Field Note Descriptions - \$70.00/Set.
3. ATV Rental - \$115.00/Day.
4. Other Consultants - At cost plus 10% for handling.
5. All Other Expenses - At cost plus 10% for handling.
6. Global Positioning System (GPS) Surveying an additional charge of \$25.00 per hour will be charged for equipment.

**Charges are due and payable within thirty (30) days after receipt of invoice.
Interest will be charged at the rate of 1.5% per month for late payments.**



Consulting Engineers & Surveyors

Engineering Firm No. F-1339 Surveying Firm No. 10010000

3014 Avenue I, Rosenberg, Texas 77471

Phone: (281) 341-0808

Fax: (281) 341-6333

Rates Subject to Change

BEASLEY ELEMENTARY SCHOOL
7511 Avenue J, Beasley, TX 77417
SURVEY SCOPE



PERTINENT SCOPE:
VESTIBULE ADDITION
ADA PLAYGROUND RAMP
EXTERIOR DOORS ELEVATIONS (ACCESSIBILITY CONCERNS)

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

RECOMMENDATION:

That the Board of Trustees approve Terracon for the geotechnical study for Bowie Elementary and Beasley Elementary additions and renovations in the amount of \$10,200 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Geotechnical engineering services are a professional service that the District must contract directly. Terracon has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2020 Bond Budget.

- Bowie Elementary..... \$5,100.00
- Beasley Elementary..... \$5,100.00

PROGRAM DESCRIPTION:

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

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

July 30, 2021



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

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

Re: Cost Estimate for Geotechnical Engineering Services
LCISD Bowie Elementary School Building Addition
2304 Bamore Road
Rosenberg, Texas
Terracon Document No. P92215360

Dear Mr. McKeever:

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

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this document is **\$5,100**. See **Exhibit C** for more details of our fees and consideration of additional services.

Cost Estimate for Geotechnical Engineering Services

LCISD Bowie Elementary School Building Addition ■ Rosenberg, Texas

7/30/2021 ■ Terracon Document No. P92215360



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

Sincerely,

Terracon Consultants, Inc.

(Texas Firm Registration No.: F-3272)

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

Jonathan N. Han, E.I.T.
Staff Geotechnical Engineer

A handwritten signature in blue ink, appearing to read "Kierstyn M. Burrell".
Per: Kierstyn M. Burrell, P.E.
Project Engineer

A handwritten signature in blue ink, appearing to read "Brian C. Ridley".

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

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Bowie Elementary School Building Addition project ("Project"), as described in Consultant's Proposal dated 07/30/2021 ("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 (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Texas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. 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:  Date: **7/30/2021**

Name/Title: **Brian C Ridley, P.E. / Project Manager**

Address: **11555 Clay Rd, Ste 100**
Houston, TX 77043-1239

Phone: **(713) 690-8989** Fax: **(713) 690-8787**

Email: **Brian.Ridley@terracon.com**

Client: **Lamar Consolidated ISD**

By: _____ Date: _____

Name/Title: **Joy Williams - Board President**

Address: _____

Phone: _____ Fax: _____

Email: _____

EXHIBIT A - PROJECT UNDERSTANDING

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

Site Location

Item	Description
Project location	The project is within the existing Bowie Elementary School Campus located at 2304 Bamore Road in Rosenberg, Texas.
Existing improvements	A single-story school building and an asphaltic concrete parking lot is located immediately adjacent to the proposed improvement area at the time of this cost estimate.
Current ground cover	Grass and scattered trees.
Site access	We expect the site and exploration locations are accessible with our standard truck-mounted drilling equipment during normal business hours.

Planned Construction

Item	Description
Proposed improvements	A single-story elementary school building addition with a footprint area of approximately 1,500 square feet.
Building construction	Either steel-frame or concrete masonry unit (CMU) construction with either a structurally suspended and supported floor slab system or a grade-supported floor slab.
Finished floor elevation	Within approximately one foot above existing grade and to match the finished floor elevation of the existing building.
Maximum loads	<ul style="list-style-type: none"> ■ Column loads: 75 to 100 kips ■ Floor slab pressure: 125 pounds per square foot (psf)
Planned foundation system	Drilled-and-underreamed footings.

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

EXHIBIT B - SCOPE OF SERVICES

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

Field Exploration

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

Planned Location	Number of Borings	Planned Boring Depth ¹ (feet)
Proposed building addition area	1 (B-1)	20

1. Below grade at the time of our field program.

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

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

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

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

Cost Estimate for Geotechnical Engineering Services

LCISD Bowie Elementary School Building Addition ■ Rosenberg, Texas

7/30/2021 ■ Terracon Document No. P92215360



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

Safety

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

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

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

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 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.

Laboratory Testing

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

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

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

Engineering and Project Delivery

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

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

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

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

Cost Estimate for Geotechnical Engineering Services

LCISD Bowie Elementary School Building Addition ■ Rosenberg, Texas

7/30/2021 ■ Terracon Document No. P92215360



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

The geotechnical engineering report will provide recommendations for the following:

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

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

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

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$4,000
All-Terrain Vehicle (ATV) ¹	\$500
Private Utility Locate Service ²	\$600
Total	\$5,100

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

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

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

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

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission

Cost Estimate for Geotechnical Engineering Services

LCISD Bowie Elementary School Building Addition ■ Rosenberg, Texas

7/30/2021 ■ Terracon Document No. P92215360



to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport® Delivery	Posting Schedule ^{1, 2}
Project Planning	5 working days from notice to proceed
Field Work Mobilization	5 to 7 working days from notice to proceed
Site Characterization ³	10 working days from completion of the field program
Geotechnical Engineering ³	15 working days from completion of the field program

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

EXHIBIT D – ANTICIPATED EXPLORATION PLAN

LCISD Bowie Elementary School Building Addition ■ Rosenberg, Texas
July 30, 2021 ■ Terracon Document No. P92215360



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

July 30, 2021



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

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

Re: Cost Estimate for Geotechnical Engineering Services
LCISD Beasley Elementary School Building Addition
7511 Avenue J
Beasley, Texas
Terracon Document No. P92215356

Dear Mr. McKeever:

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

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this document is **\$5,100**. See **Exhibit C** for more details of our fees and consideration of additional services.

Cost Estimate for Geotechnical Engineering Services

LCISD Beasley Elementary School Building Addition ■ Beasley, Texas

7/30/2021 ■ Terracon Document No. P92215356



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

Sincerely,

Terracon Consultants, Inc.

(Texas Firm Registration No.: F-3272)

A handwritten signature in blue ink, appearing to read "J. Han", is positioned above the name Jonathan N. Han.

Jonathan N. Han, E.I.T.
Staff Geotechnical Engineer

A handwritten signature in blue ink, appearing to read "Kierstyn M. Burrell", is positioned above the name Kierstyn M. Burrell.

For: Kierstyn M. Burrell, P.E.
Project Engineer

A handwritten signature in blue ink, appearing to read "Brian C. Ridley", is positioned above the name Brian C. Ridley.

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

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Beasley Elementary School Building Addition project ("Project"), as described in Consultant's Proposal dated 07/30/2021 ("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 (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Texas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. 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: Brian C Ridley Date: **7/30/2021**

Name/Title: **Brian C Ridley, P.E. / Project Manager**

Address: **11555 Clay Rd, Ste 100**
Houston, TX 77043-1239

Phone: **(713) 690-8989** Fax: **(713) 690-8787**

Email: **Brian.Ridley@terracon.com**

Client: **Lamar Consolidated ISD**

By: _____ Date: _____

Name/Title: **Joy Williams - Board President**

Address: _____

Phone: _____ Fax: _____

Email: _____

EXHIBIT A - PROJECT UNDERSTANDING

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

Site Location

Item	Description
Project location	The project is within the existing Beasley Elementary School Campus located at 7511 Avenue J in Beasley, Texas.
Existing improvements	A single-story school building, concrete drive way, and playground are located immediately adjacent to the proposed improvement area at the time of this cost estimate.
Current ground cover	Grass and scattered trees.
Site access	We expect the site and exploration locations are accessible with our truck-mounted drilling equipment during normal business hours.

Planned Construction

Item	Description
Proposed improvements	A single-story elementary school building addition with a footprint area of approximately 1,500 square feet.
Building construction	Either steel-frame or concrete masonry unit (CMU) construction with either a structurally suspended and supported floor slab system or a grade-supported floor slab.
Finished floor elevation	Within approximately one foot above existing grade and to match the finished floor elevation of the existing building.
Maximum loads	<ul style="list-style-type: none"> ■ Column loads: 75 to 100 kips ■ Floor slab pressure: 125 pounds per square foot (psf)
Planned foundation system	Drilled-and-underreamed footings.

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

EXHIBIT B - SCOPE OF SERVICES

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

Field Exploration

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

Planned Location	Number of Borings	Planned Boring Depth ¹ (feet)
Proposed building addition area	1 (B-1)	20

1. Below grade at the time of our field program.

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

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

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

Property Disturbance: We will backfill the borings with auger cuttings upon completion. Our services do not include repair of the site beyond backfilling our boreholes, and cold patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

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

Safety

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

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

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

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 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.

Laboratory Testing

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

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

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

Engineering and Project Delivery

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

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

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

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

Cost Estimate for Geotechnical Engineering Services

LCISD Beasley Elementary School Building Addition ■ Beasley, Texas

7/30/2021 ■ Terracon Document No. P92215356



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

The geotechnical engineering report will provide recommendations for the following:

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

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

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

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$4,000
All-Terrain Vehicle (ATV) ¹	\$500
Private Utility Locate Service ²	\$600
Total	\$5,100

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

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

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

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

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission

Cost Estimate for Geotechnical Engineering Services

LCISD Beasley Elementary School Building Addition ■ Beasley, Texas

7/30/2021 ■ Terracon Document No. P92215356



to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport® Delivery	Posting Schedule ^{1, 2}
Project Planning	5 working days from notice to proceed
Field Work Mobilization	5 to 7 working days from notice to proceed
Site Characterization ³	10 working days from completion of the field program
Geotechnical Engineering ³	15 working days from completion of the field program

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

EXHIBIT D – ANTICIPATED EXPLORATION PLAN

LCISD Beasley Elementary School Building Addition ■ Beasley, Texas
July 30, 2021 ■ Terracon Document No. P92215356

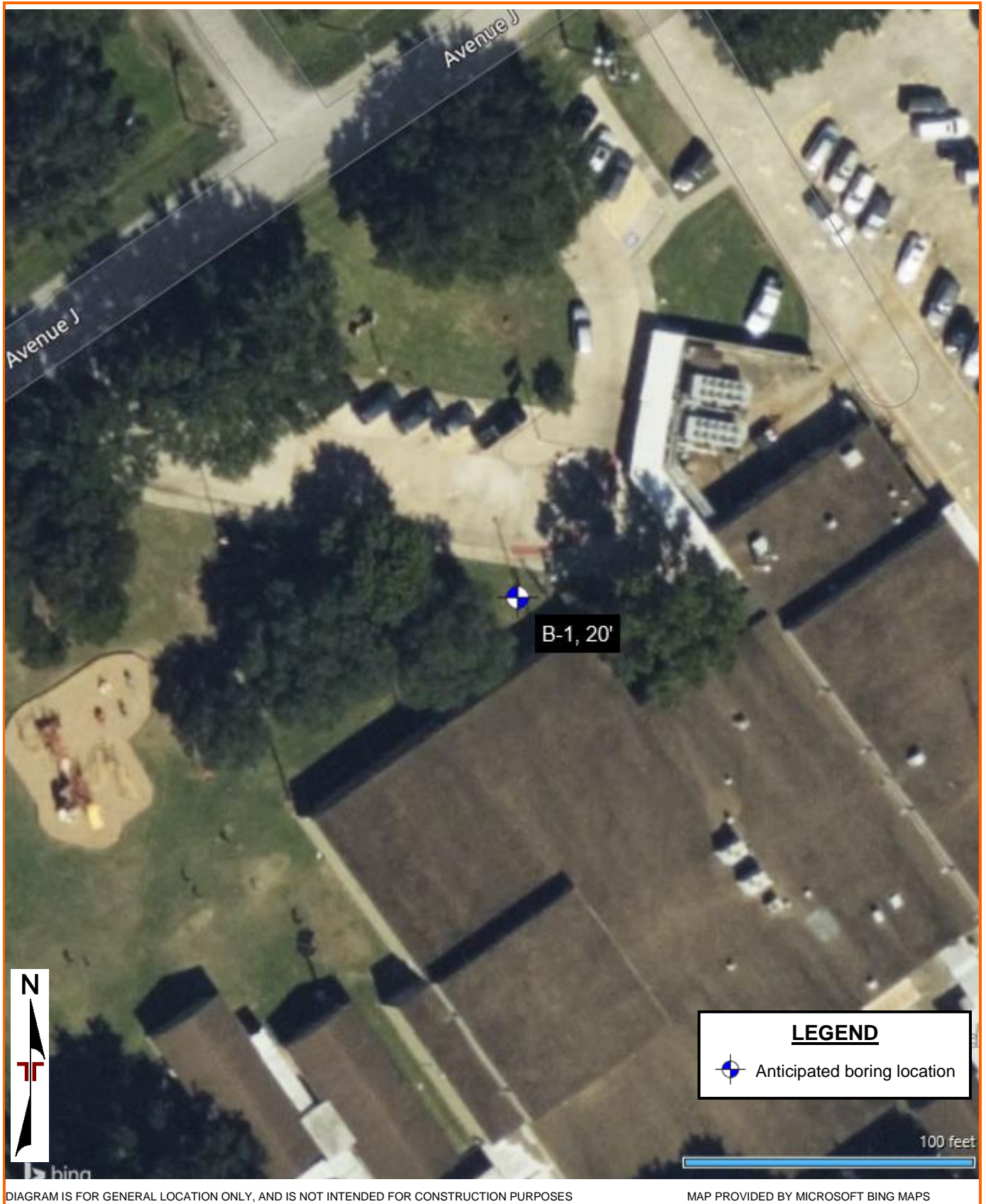


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

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

RECOMMENDATION:

That the Board of Trustees approve Terracon for the geotechnical study for Huggins Elementary School additions and renovations in the amount of \$5,100 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Geotechnical engineering services are a professional service that the District must contract directly. Terracon has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2020 Bond Budget.

PROGRAM DESCRIPTION:

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

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

August 2, 2021



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

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

Re: Cost Estimate for Geotechnical Engineering Services
LCISD Huggins Elementary School Security Vestibule Addition
1 Huggins Drive
Fulshear, Texas
Terracon Document No. P92215371

Dear Mr. McKeever:

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

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this document is **\$5,100**. See **Exhibit C** for more details of our fees and consideration of additional services.

Cost Estimate for Geotechnical Engineering Services

LCISD Huggins Elementary School Security Vestibule Addition ■ Fulshear, Texas

8/2/2021 ■ Terracon Document No. P92215371



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

Sincerely,

Terracon Consultants, Inc.

(Texas Firm Registration No.: F-3272)

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

Jonathan N. Han, E.I.T.
Staff Geotechnical Engineer

A handwritten signature in blue ink, appearing to read "Kierstyn M. Burrell".

Kierstyn M. Burrell, P.E.
Project Engineer

A handwritten signature in blue ink, appearing to read "Brian C. Ridley".

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

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Huggins Elementary School Security Vestibule Addition project ("Project"), as described in Consultant's Proposal dated 08/02/2021 ("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 (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Texas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. 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:  Date: **8/2/2021**
 Name/Title: **Brian C Ridley, P.E. / Project Manager**
 Address: **11555 Clay Rd, Ste 100**
Houston, TX 77043-1239
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**
 Email: **Brian.Ridley@terracon.com**

Client: **Lamar Consolidated ISD**
 By: _____ Date: _____
 Name/Title: _____
 Address: _____
 Phone: _____ Fax: _____
 Email: _____

EXHIBIT A - PROJECT UNDERSTANDING

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

Site Location

Item	Description
Project location	The project is within the existing Huggins Elementary School Campus located at 1 Huggins Drive in Fulshear, Texas.
Existing improvements	A single-story school building, a walkway canopy structure, and an asphaltic concrete parking lot is located immediately adjacent to the proposed improvement area at the time of this cost estimate.
Current ground cover	Grass, weeds, and asphaltic concrete.
Site access	We expect the site and exploration locations are accessible with our truck mounted drilling equipment during normal business hours.

Planned Construction

Item	Description
Proposed improvements¹	A single-story security vestibule addition with a footprint area of approximately 900 square feet.
Building construction	Either steel-frame or concrete masonry unit (CMU) construction with either a structurally suspended and supported floor slab system or a grade-supported floor slab.
Finished floor elevation	Within approximately one foot above existing grade and to match the finished floor elevation of the existing building.
Maximum loads	<p>Structurally suspended and support floor slab system:</p> <ul style="list-style-type: none"> ■ Column loads: Up to 250 kips <p>Grade-supported floor slab:</p> <ul style="list-style-type: none"> ■ Column loads: Up to 120 kips ■ Floor slab pressure: 125 pounds per square foot (psf)
Planned foundation system	Drilled-and-underreamed footings.

¹. Based on information provided by the client.

EXHIBIT B - SCOPE OF SERVICES

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

Field Exploration

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

Planned Location	Number of Borings	Planned Boring Depth ¹ (feet)
In accessible areas of the proposed security vestibule	2 (B-1 and B-2)	20

1. Below grade at the time of our field program.

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

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

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

Property Disturbance: The existing asphaltic concrete pavement will be augured and removed to access the underlying subgrade. We will backfill borings with auger cuttings and patch at the surface with asphaltic concrete patch product, where appropriate upon completion. Pavements will be patched with concrete, upon completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we

recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

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

Safety

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

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

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

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 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.

Laboratory Testing

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

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

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

Engineering and Project Delivery

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

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

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

When utilized, our collaboration portal documents communication, eliminating the need for long email threads. This collaborative effort allows prompt evaluation and discussion of options related to the design and associated benefits and risks of each option. With the ability to inform all parties as the work progresses, decisions and consensus can be reached faster. In some cases, only minimal uploads and collaboration will be required, because options for design and construction

Cost Estimate for Geotechnical Engineering Services

LCISD Huggins Elementary School Security Vestibule Addition ■ Fulshear, Texas

8/2/2021 ■ Terracon Document No. P92215371



are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

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

The geotechnical engineering report will provide recommendations for the following:

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

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

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

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$4,500
Private Utility Locate Service ¹	\$600
Total	\$5,100

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

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

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

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

Project Schedule

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

Cost Estimate for Geotechnical Engineering Services

LCISD Huggins Elementary School Security Vestibule Addition ■ Fulshear, Texas

8/2/2021 ■ Terracon Document No. P92215371



GeoReport® Delivery	Posting Schedule ^{1, 2}
Project Planning	5 working days from notice to proceed
Field Work Mobilization	5 to 7 working days from notice to proceed
Site Characterization ³	10 working days from completion of the field program
Geotechnical Engineering ³	15 working days from completion of the field program

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

EXHIBIT D – ANTICIPATED EXPLORATION PLAN

LCISD Huggins Elementary School Security Vestibule Addition ■ Fulshear, Texas
August 2, 2021 ■ Terracon Document No. P92215371



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

**CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR
AUSTIN ELEMENTARY ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Terracon for the geotechnical study for Austin Elementary additions and renovations in the amount of \$5,050 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Geotechnical engineering services are a professional service that the District must contract directly. Terracon has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2020 Bond Budget.

PROGRAM DESCRIPTION:

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

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

August 2, 2021



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

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

Re: Cost Estimate for Geotechnical Engineering Services
LCISD Austin Elementary School Security Vestibule Addition
1630 Pitts Road
Richmond, Texas
Terracon Document No. P92215369

Dear Mr. McKeever:

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

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this document is **\$5,050**. See **Exhibit C** for more details of our fees and consideration of additional services.

Cost Estimate for Geotechnical Engineering Services

LCISD Austin Elementary School Security Vestibule Addition ■ Richmond, Texas

8/2/2021 ■ Terracon Document No. P92215369



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

Sincerely,

Terracon Consultants, Inc.

(Texas Firm Registration No.: F-3272)

A handwritten signature in blue ink, appearing to read "Jonathan N. Han".

Jonathan N. Han, E.I.T.
Staff Geotechnical Engineer

A handwritten signature in blue ink, appearing to read "Kierstyn M. Burrell".

Kierstyn M. Burrell, P.E.
Project Engineer

A handwritten signature in blue ink, appearing to read "Brian C. Ridley".

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

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Austin Elementary School Security Vestibule Addition project ("Project"), as described in Consultant's Proposal dated 08/02/2021 ("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 (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Texas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. 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:  Date: 8/2/2021
 Name/Title: Brian C Ridley, P.E. / Project Manager
 Address: 11555 Clay Rd, Ste 100
Houston, TX 77043-1239
 Phone: (713) 690-8989 Fax: (713) 690-8787
 Email: Brian.Ridley@terracon.com

Client: Lamar Consolidated ISD
 By: _____ Date: _____
 Name/Title: Joy Williams - Board President
 Address: _____
 Phone: _____ Fax: _____
 Email: _____

EXHIBIT A - PROJECT UNDERSTANDING

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

Site Location

Item	Description
Project location	The project is within the existing Austin Elementary School Campus located at 1630 Pitts Road in Richmond, Texas.
Existing improvements	A single-story school building, a canopy structure, and a concrete parking lot is located immediately adjacent to the proposed improvement area at the time of this cost estimate.
Current ground cover	Grass, weeds, concrete pavement, and scattered trees.
Site access	We expect the site and exploration locations are accessible with our truck mounted drilling equipment during normal business hours.

Planned Construction

Item	Description
Proposed improvements ¹	<ul style="list-style-type: none"> ■ A single-story security vestibule addition with a footprint area of approximately 800 square feet. ■ General subsurface information at locations selected by the client.
Building construction	Either steel-frame or concrete masonry unit (CMU) construction with either a structurally suspended and supported floor slab system or a grade-supported floor slab.
Finished floor elevation	Within approximately one foot above existing grade and to match the finished floor elevation of the existing building.
Maximum loads ¹	<p>Structurally suspended and support floor slab system:</p> <ul style="list-style-type: none"> ■ Column loads: Up to 250 kips <p>Grade-supported floor slab:</p> <ul style="list-style-type: none"> ■ Column loads: Up to 120 kips ■ Floor slab pressure: 125 pounds per square foot (psf)
Planned foundation system	Drilled-and-underreamed footings.

¹: Based on information provided by the client.

EXHIBIT B - SCOPE OF SERVICES

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

Field Exploration

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

Planned Location	Number of Borings	Planned Boring Depth ¹ (feet)
Proposed security vestibule area	1 (B-1)	20
Proposed general subsurface information at locations selected by the client	2 (B-2 and B-3)	20

1. Below grade at the time of our field program.

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

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

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

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

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

Safety

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

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

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

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 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.

Laboratory Testing

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

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

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

Engineering and Project Delivery

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

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

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

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

Cost Estimate for Geotechnical Engineering Services

LCISD Austin Elementary School Security Vestibule Addition ■ Richmond, Texas

8/2/2021 ■ Terracon Document No. P92215369



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

The geotechnical engineering report will provide recommendations for the following:

- Site and subgrade preparation;
- Foundation design and construction; and
- General subsurface information at locations selected by the client.

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

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

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$4,300
Private Utility Locate Service ¹	\$750
Total	\$5,050

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

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

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

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

Project Schedule

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

Cost Estimate for Geotechnical Engineering Services

LCISD Austin Elementary School Security Vestibule Addition ■ Richmond, Texas

8/2/2021 ■ Terracon Document No. P92215369



GeoReport® Delivery	Posting Schedule ^{1, 2}
Project Planning	5 working days from notice to proceed
Field Work Mobilization	5 to 7 working days from notice to proceed
Site Characterization ³	10 working days from completion of the field program
Geotechnical Engineering ³	15 working days from completion of the field program

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

EXHIBIT D – ANTICIPATED EXPLORATION PLAN

LCISD Austin Elementary School Security Vestibule Addition ■ Richmond, Texas
August 2, 2021 ■ Terracon Document No. P92215369



DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

**CONSIDER APPROVAL OF PROFESSIONAL TOPOGRAPHIC SURVEYING FOR
THE JACKSON ELEMENTARY SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Kaluza, Inc. for professional topographic surveying for the Jackson Elementary School additions and renovations in the amount of \$5,200 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Professional topographic surveying is a professional service that the District must contract directly. Kaluza, Inc. has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2020 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, Kaluza, Inc. will provide the topographic survey information needed for the design of Jackson Elementary School additions and renovations.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



Consulting Engineers & Surveyors
Engineering Firm No. F-1339
Surveying Firm No. 10010000
3014 Avenue I, Rosenberg, Texas 77471
(281) 341-0808 ■ FAX (281) 341-6333

July 24, 2021

Mr. Kevin McKeever
 Lamar Consolidated I.S.D.
 3911 Avenue I
 Rosenberg, Texas 77471

RE: Surveying Proposal for Partial Topographic Survey at Lamar Consolidated Independent School District – Jackson Elementary School – 5.5 Acres along Avenue “C” and Third Street, City of Rosenberg, Fort Bend County, Texas

Dear Mr. McKeever:

We propose to render professional surveying services in connection with the above referenced project (hereinafter referred to as the "Project"). It is our understanding that you will furnish us with full information as to your requirements of land use, including any special services needed, and also to make available pertinent existing data.

Kaluza, Inc. proposes to provide the necessary surveying services to complete the project in accordance with the following scope of work:

Scope of Work

I. Jackson Elementary School Partial Topographic Survey

Project survey site consist of school entrance area at the intersection of Avenue “C” and Third Street; Research the County Clerk’s Office to obtain Deed Record descriptions of the tract to be surveyed and the adjoining tracts of topographic survey area; Office calculations necessary to check location of the boundary lines in relation to features found during the course of the topographic survey; Tie elevations to mean sea level datum; Establish temporary benchmark on site; Obtain elevation onsite on 50 foot grid system; Location of existing buildings, parking areas, power lines, and existing improvements; Obtain elevations and cross-section of existing drainage swales and roadway adjoining the property; Location of utilities adjacent to site; Show approximate location of underground utilities from available record drawings from the City and School District; Preparation of plat showing topographic information; Provide owner electronic file of site plan in AutoCAD 2015 format; and Furnish Owner five (5) copies of topographic survey.

**Fee for Jackson Elementary School
 Partial Topographic Survey Work = \$ 5,200.00**

It is understood the owner will furnish a copy of each deed and record drawings for the property to be surveyed prior to commencement of work.

The work on the topographic survey can commence within five (5) days of the receipt of a copy of this proposal signed and receipt of record drawings provided by the owner, and completion of work within thirty (30) days.

Mr. Keven McKeever
Lamar Consolidated I.S.D.
July 24, 2021
Page 2

Total surveying fees for completion of all work described in the foregoing pages are for the specified amount, provided the Owner does not make major changes and/or additions to the design work. Any additional services will be billed at the hourly rates as shown on the attached Exhibit "A". Billings for services rendered will be made monthly, and payment is requested within fifteen (15) days from receipt of invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old.

Kaluza, Inc. makes no warranty, either express or implied, as to its services, including preparation of plans and specifications, cost estimates, surveys, or professional advice, except that they are prepared, issued, and performed in accordance with generally accepted professional engineering and surveying practices. Owner agrees that the liability of Kaluza, Inc. for any negligence, error, or omission in connection with the services provided shall not exceed the total compensation for said services. Additionally, it is the desire of our firm to comply with other applicable Federal, State, and local laws during the execution of this contract.

This proposal and Exhibit "A" attached represent the entire understanding between you and this firm in respect to the Project, and may only be modified in writing signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing this proposal in the space provided below and returning the signed copy to us.

Thank you for this opportunity to be of assistance to you. We look forward to working with you on this project.

Cordially,

KALUZA, INC.

Llarance L. Turner

Llarance L. Turner, R.P.L.S.
President

Attachment

Accepted - Title

Date

Exhibit "A"

SCHEDULE OF HOURLY CHARGES BY PERSONNEL CLASSIFICATION

Effective June, 2013

**KALUZA, INC.
CONSULTING ENGINEERS, SURVEYORS, AND PLANNERS**

The charges for professional Engineering, Surveying, and Drafting services are based on the following daily or hourly rates:

ENGINEERING, SURVEYING, AND DRAFTING

Principal.....	\$ 175.00/Hour
Sr. Project Manager.....	\$ 150.00/Hour
Project Manager.....	\$ 145.00/Hour
Survey Manager.....	\$ 140.00/Hour
Project Engineer.....	\$ 110.00/Hour
Project Surveyor.....	\$ 90.00/Hour
Sr. Designer.....	\$ 90.00/Hour
Designer.....	\$ 80.00/Hour
CAD Technician.....	\$ 70.00/Hour
Contract Coordinator.....	\$ 65.00/Hour
Secretarial.....	\$ 60.00/Hour
Field Party (2 Men).....	\$ 120.00/Hour
Field Party (3 Men).....	\$ 140.00/Hour
Field Party (4 Men).....	\$ 150.00/Hour
Construction Observation.....	\$ 750.00/Day

ADDITIONAL EXPENSES

1. Reproduction Work - At prevailing commercial rate.
2. Field Note Descriptions - \$70.00/Set.
3. ATV Rental - \$115.00/Day.
4. Other Consultants - At cost plus 10% for handling.
5. All Other Expenses - At cost plus 10% for handling.
6. Global Positioning System (GPS) Surveying an additional charge of \$25.00 per hour will be charged for equipment.

**Charges are due and payable within thirty (30) days after receipt of invoice.
Interest will be charged at the rate of 1.5% per month for late payments.**

KALUZA
INC

Consulting Engineers & Surveyors

Engineering Firm No. F-1339 Surveying Firm No. 10010000

3014 Avenue I, Rosenberg, Texas 77471

Phone: (281) 341-0808

Fax: (281) 341-6333

Rates Subject to Change

255

06/13

Rev.01/02/19

JACKSON ELEMENTARY SCHOOL 301 3rd St, Rosenberg, TX 77471 SURVEY SCOPE



**PERTINENT SCOPE:
VESTIBULE ADDITION**

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

RECOMMENDATION:

That the Board of Trustees approve Terracon for the geotechnical study for Jackson Elementary School additions and renovations in the amount of \$5,100 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Geotechnical engineering services are a professional service that the District must contract directly. Terracon has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2020 Bond Budget.

PROGRAM DESCRIPTION:

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

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

July 30, 2021



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

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

Re: Cost Estimate for Geotechnical Engineering Services
LCISD Jackson Elementary School Building Addition
301 3rd Street
Rosenberg, Texas
Terracon Document No. P92215359

Dear Mr. McKeever:

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

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Anticipated Exploration Plan

Our base fee to perform the Scope of Services described in this document is **\$5,100**. See **Exhibit C** for more details of our fees and consideration of additional services.

Cost Estimate for Geotechnical Engineering Services

LCISD Jackson Elementary School Building Addition ■ Rosenberg, Texas

7/30/2021 ■ Terracon Document No. P92215359



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

Sincerely,

Terracon Consultants, Inc.

(Texas Firm Registration No.: F-3272)

A handwritten signature in blue ink, appearing to read "Jonathan N. Han".

Jonathan N. Han, E.I.T.
Staff Geotechnical Engineer

A handwritten signature in blue ink, appearing to read "Kierstyn M. Burrell".
For: Kierstyn M. Burrell, P.E.
Project Engineer

A handwritten signature in blue ink, appearing to read "Brian C. Ridley".

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

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Jackson Elementary School Building Addition project ("Project"), as described in Consultant's Proposal dated 07/30/2021 ("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 (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single

limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Texas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. 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: Brian C Ridley Date: **7/30/2021**
 Name/Title: **Brian C Ridley, P.E. / Project Manager**
 Address: **11555 Clay Rd, Ste 100**
Houston, TX 77043-1239
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**
 Email: **Brian.Ridley@terracon.com**

Client: **Lamar Consolidated ISD**
 By: _____ Date: _____
 Name/Title: **Joy Williams - Board President**
 Address: _____
 Phone: _____ Fax: _____
 Email: _____

EXHIBIT A - PROJECT UNDERSTANDING

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

Site Location

Item	Description
Project location	The project is within the existing Jackson Elementary School Campus located at 301 3rd Street in Rosenberg, Texas.
Existing improvements	A single-story school building, concrete drive way, and power line is located immediately adjacent to the proposed improvement area at the time of this cost estimate.
Current ground cover	Grass and scattered trees.
Site access	We expect the site and exploration locations are accessible with our standard truck-mounted drilling equipment during normal business hours.

Planned Construction

Item	Description
Proposed improvements	A single-story elementary school building addition with a footprint area of approximately 1,500 square feet.
Building construction	Either steel-frame or concrete masonry unit (CMU) construction with either a structurally suspended and supported floor slab system or a grade-supported floor slab.
Finished floor elevation	Within approximately one foot above existing grade and to match the finished floor elevation of the existing building.
Maximum loads	<ul style="list-style-type: none"> ■ Column loads: 75 to 100 kips ■ Floor slab pressure: 125 pounds per square foot (psf)
Planned foundation system	Drilled-and-underreamed footings.

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

EXHIBIT B - SCOPE OF SERVICES

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

Field Exploration

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

Planned Location	Number of Borings	Planned Boring Depth ¹ (feet)
Proposed building addition area	1 (B-1)	20

1. Below grade at the time of our field program.

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

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

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

Property Disturbance: We will backfill the borings with auger cuttings upon completion. Our services do not include repair of the site beyond backfilling our boreholes, and cold patching existing pavements. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

Cost Estimate for Geotechnical Engineering Services

LCISD Jackson Elementary School Building Addition ■ Rosenberg, Texas

7/30/2021 ■ Terracon Document No. P92215359



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

Safety

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

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

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

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 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.

Laboratory Testing

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

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

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

Engineering and Project Delivery

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

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

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

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

Cost Estimate for Geotechnical Engineering Services

LCISD Jackson Elementary School Building Addition ■ Rosenberg, Texas

7/30/2021 ■ Terracon Document No. P92215359



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

The geotechnical engineering report will provide recommendations for the following:

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

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

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

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$4,000
All-Terrain Vehicle (ATV) ¹	\$500
Private Utility Locate Service ²	\$600
Total	\$5,100

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

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

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

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

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, this does not account for delays in field exploration beyond our control, such as weather conditions, permit delays, or lack of permission

Cost Estimate for Geotechnical Engineering Services

LCISD Jackson Elementary School Building Addition ■ Rosenberg, Texas

7/30/2021 ■ Terracon Document No. P92215359



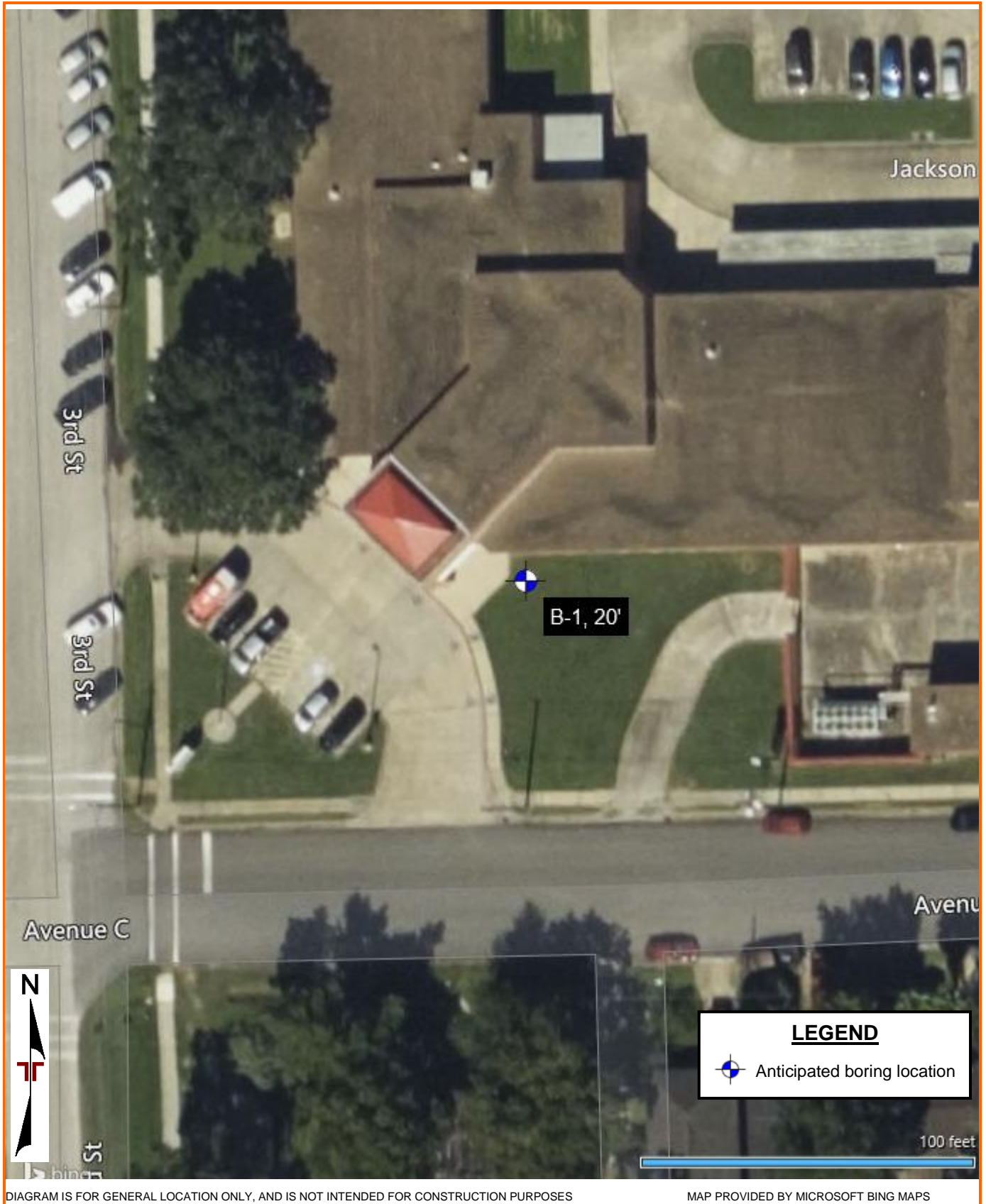
to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

GeoReport® Delivery	Posting Schedule ^{1, 2}
Project Planning	5 working days from notice to proceed
Field Work Mobilization	5 to 7 working days from notice to proceed
Site Characterization ³	10 working days from completion of the field program
Geotechnical Engineering ³	15 working days from completion of the field program

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

EXHIBIT D – ANTICIPATED EXPLORATION PLAN

LCISD Jackson Elementary School Building Addition ■ Rosenberg, Texas
July 30, 2021 ■ Terracon Document No. P92215359



**CONSIDER APPROVAL OF APPRAISAL CALENDAR
FOR THE 2021-2022 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the appraisal calendar for the 2021-2022 school year as presented.

IMPACT/RATIONALE:

According to Education Code §21.351 and the corresponding administrative code, TAC §150.1003 (d), each school district shall establish a calendar for teacher appraisals during the required days of instruction for students during one school year. The appraisal calendar shall:

1. Exclude observations in the two weeks following the day of completion of the T-TESS orientation in the school years when an orientation is required, as described in §150.1006 of this title; and
2. Indicate a period for end-of-year conferences that ends no later than 15 working days before the last day of instruction for students.

PROGRAM DESCRIPTION:

See attached calendar for appraisal dates. For the 2021-2022 school year, one appraisal calendar is being presented.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

Appraisal Calendar

Observations are excluded on highlighted dates.

Important Dates

August 27

TTESS orientation must be complete.
 Note: for late hires orientation must be completed within three weeks of the first date of employment and observations may begin after that.

September 13

TTESS observations may begin.

September 13

Complete SLO staff member orientation

October 11

Last day for teachers to submit Goal-Setting and Professional Development Plan (GSPDP).

October 15

SLO's finalized (teacher submission and administrator approval completed)

January 3 - February 4

Mid-year conferences

April 6 - May 5

End of year conferences (Including SLO)

April 5

Teachers begin submitting GSPDP reflections to the appraiser prior to the end of year conference.

April 22

Last day for TTESS observations.

May 5

Last day to conduct end of year conferences.

May 26

All TTESS appraisal documents must be finalized and submitted

June 30

All staff appraisals must be completed and submitted.



JULY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER

S	M	T	W	T	F	S
			1	2	3	4
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12	13	14	15	16	17	18
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26	27	28	29	30		

OCTOBER

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24	25	26	27	28	29	30
31						

NOVEMBER

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28	29	30				

DECEMBER

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JANUARY

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23	24	25	26	27	28	29
30	31					

FEBRUARY

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27	28					

MARCH

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27	28	29	30	31		

APRIL

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24	25	26	27	28	29	30

MAY

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22	23	24	25	26	27	28
29	30	31				

JUNE

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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

CONSIDER APPROVAL OF NEW APPRAISERS FOR TEACHING STAFF

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

Tamela Allen
Amy Araguz
Erika Bogarty
David Burkhalter
Clacie Ciaccio
Marilyn Cooper
Stephanie Cruz
Chinyere Evans
Sarah Falcon
Nancy Garcia Bodin
Ronald Hawkins
Regina Ingram
Norman Jones
Robert (Wayne) Morren
Laura Spiegel
Victoria Stuckman
Lacie Tivet
Carrie Yanta

Submitted by: Dr. Kathleen M. Bowen, Chief Human Resources Officer
Courtney De La Torre, Director of HR Services, Instructional

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

AMENDMENT TO AGREEMENT FOR
SPORTS MEDICINE

This Amendment to the Agreement for Sports Medicine (this "*Amendment*") is entered by and between Memorial Hermann Health System, a Texas non-profit corporation ("*MHHS*") and Lamar Consolidated ISD ("*LCISD*") to amend that certain Agreement effective on August 1, 2018 (the "*Agreement*").

AGREEMENT

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

1. The *Term* is extended until July 31, 2023 unless terminated as set forth in the Agreement.
2. To amend Exhibit A, MHHS Responsibilities, by deleting "Pay \$125,000 per year to Lamar CISD" in its entirety and replace with "*Pay \$150,000 per year to Lamar CISD.*"
3. To amend Exhibit A, MHHS Responsibilities, by deleting "Provide access to Saturday Injury Clinics when in season. (Fee for services required.)" in its entirety.
4. To amend Exhibit A, LCISD Responsibilities, to include the following:
 - *Provide MHHS with opportunities to distribute marketing material (physical or digital) to parents of K-12 students and LCISD Staff. Will be mutually agreed upon by MHHS and LCISD.*
5. In the event of a conflict between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall govern. All capitalized terms not defined in this Amendment shall have the meaning ascribed to them in the Agreement
6. This Amendment shall be effective on August 1, 2021 ("*Amendment Date*").


(Signature page to follow)

EXECUTION COPY

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 Health System:

LCISD:

By: 
Name: Malisha Patel
Title: CEO
Date: June 30, 2021

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

Approved as to Legal Form Only
On Behalf of MHHS:



By: _____
Kristin Tiller, JD
Associate General Counsel
Date: June 21, 2021

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

RECOMMENDATION:

That the Board of Trustees approve the Interlocal 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, which allows students the opportunity to earn college credit while in high school. 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.

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 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.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**Interlocal Agreement
Between
The University of Texas at Austin
and
Lamar CISD**

FOR THE 2021-2022 ONRAMPS PROGRAM

This Interlocal Agreement (Agreement) with an Effective Date of June 1, 2021 is entered on the Effective Date by Lamar CISD (LCISD) and the University of Texas at Austin, on behalf of its Office of Strategy and Policy (UT Austin), collectively referred to as the Parties.

Contracting Parties:

Receiving Party (LCISD)
Lamar CISD
3911 Avenue I
Rosenburg, TX 77471

Performing Party UT Austin
The University of Texas at Austin
110 Inner Campus Drive, Suite 102
Austin, TX 78712

WHEREAS, UT Austin and LCISD are collaborating to offer eligible high school students the opportunity to enroll in college courses while attending high school and receive simultaneous academic credits from UT Austin and their LCISD high school.

WHEREAS, eligible students will be able to participate in a dual enrollment, distance education program called OnRamps.

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as follows:

1. Interlocal

The Texas Interlocal Cooperation Act, Government Code, §791.001, *et seq.* allows local governments and institutions of higher learning to contract with each other for governmental functions and services, including all or part of a function in which the Parties are mutually interested. This Agreement constitutes an “interlocal contract” within the meaning of and as authorized by the Texas Interlocal Cooperation Act. The purpose of the Agreement is to provide “governmental functions or services,” as therein defined. Each party represents it has authority to enter into the Agreement and does so by action of its governing body. To the extend any party pays for the performance of governmental functions or services, the party will make those payments from current revenues available to that party.

2. Nature of OnRamps

UT Austin and LCISD enter into this Agreement to implement OnRamps by offering distance college courses through a dual-enrollment model, as well as high school teacher training and professional learning. OnRamps offers high school students the opportunity to earn high school credits from LCISD and college credits from UT Austin through a distance education course.

LCISD and UT Austin will share the responsibility to implement the OnRamps program. By entering into this Agreement for the delivery of distance college courses, LCISD becomes an active participant in ensuring the effectiveness and quality of the implementation of OnRamps at LCISD.

3. Consideration

Each year of the Agreement, LCISD will pay UT Austin the cost per student and teacher training needed by LCISD as set forth in section 4.2(H) below. LCISD must also cover the cost of lodging, transportation, and teacher substitutes (fall and spring) during Professional Learning Institutes (PLI).

Funds paid by LCISD to UT Austin cover the student enrollment fee, teacher professional learning fee, and lodging expenses for high school teachers participating in Summer PLI. Payment in full is due and payable to UT Austin within thirty (30) calendar days from receipt of an undisputed invoice in accordance with Chapter 2251 of the Texas Government Code (Texas Prompt Payment Act). All checks should be made payable to The University of Texas at Austin. Payments should be mailed and/or delivered to:

University of Texas at Austin
Office of Strategy and Policy
2616 Wichita Street, STOP A7300
Austin, TX 78712

4. Scope of Work and Responsibilities

Responsibilities to implement OnRamps distance college courses will be shared by LCISD and UT Austin. LCISD is an active participant in ensuring the effectiveness and quality of OnRamps implementation at its facilities. The Parties agree to provide the following, collectively referred to as the “Services.”

4.1 Responsibilities of UT Austin Enrollment and Records

- A. Register high school students for OnRamps courses (as listed in Exhibit A fully incorporated by this reference) 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 is 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).

- B. Maintain, as part of routine educational effectiveness evaluation at UT Austin, 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 LCISD. OnRamps engages in additional data sharing with UT Austin departments as defined in the data sharing agreement between Parties, attached and incorporated herein.
- C. Record grades for students who are eligible, successfully complete, and accept college credit for the distance college course with the UT Austin Registrar. A student may request an official copy of their transcript from the Registrar at the end of the spring term, in accordance with the UT Austin Registrar request procedures and fees.
- D. Support documentation of distance college course credit, including enrollment and non-enrollment confirmation letters and assistance in securing official transcripts.
- E. Information received and stored by OnRamps regarding students enrolled at UT Austin is confidential and protected consistent with the Family Educational Rights and Privacy Act (FERPA).

Curriculum and Instruction

- F. Provide UT Austin faculty and academic staff to develop and define college-level course materials and curriculum and assume primary responsibility for 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.
- G. Offer distance education and high school courses that:
 - a. Provide 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. Deliver instructional materials via distance education. All course-related materials will be available from the course website, the Canvas Learning Management System (Canvas LMS), and/or the UT Austin OnRamps academic course staff unless otherwise specified.
 - f. Prominently feature the four pillars of OnRamps: College Standards, Innovative Pedagogy, Technology Enhanced Education, and Aligned College Experiences.
 - g. Provide access and training in all technology used as appropriate to the nature and objectives of courses, including the Canvas LMS, to every OnRamps student, teacher, and UT Austin faculty member to meet course expectations.
- H. Administer OnRamps distance college courses via a dual-enrollment model. 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. All OnRamps students register for semester- or

year-long courses. The college enrollment process differs between the two course types.

- a. Semester-long Course College Enrollment Process
 - i. In order for students to gain access to the UT Libraries, all semester-long student enrollments are recorded at the beginning of the semester with the University in alignment with OnRamps and University processes.
 - ii. Students must complete a series of required assignments and summative assessments designed, designated, and evaluated by UT Austin faculty and college Instructors or Record.
 - iii. Students must earn a passing grade (D- or above) determined by the UT Austin Instructor of Record to be eligible to earn college credit in the UT Austin distance college course.
 - iv. Students who earn a passing grade (D- or above) in the college course may accept or decline their college credit.
 - v. Students who accept college credit will have an official transcript showing the letter grade earned in the course.
- b. Year-long Course College Enrollment Process
 - i. Students must complete a series of required assignments and summative assessments designed, designated, and evaluated by UT Austin faculty and college Instructors of Record. Students must earn a passing grade (D- or above) determined by the UT Austin Instructor of Record to be eligible to earn college credit 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. Grade-based eligibility criteria and TSI requirements are described in each college course syllabus.
 - ii. Eligible student enrollments are recorded with the University in alignment with OnRamps and University processes.
 - iii. Students must complete a series of additional required assignments and assessments designed, designated, and evaluated by UT Austin faculty and college Instructors of Record to determine successful completion of the distance college course.
 - iv. Eligible students who earn a passing grade (D- or above) in the college course may accept or decline their college credit.
 - v. Students who accept college credit will have an official transcript showing the letter grade earned in the course.
- I. Before accepting credit for an OnRamps course, students are advised to check with their planned collegiate program, even if intending to attend UT Austin, to determine exact course credit applicability and transferability. Most 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. Refer to Exhibit A for detailed course information, including Core Curriculum designations and TCCNs.
- J. Provide technology and support services necessary for successful implementation, teaching, and learning in OnRamps courses:

- a. Maintain servers operated by or hosted on UT Austin’s web-based Canvas LMS.
- b. Provide online and phone-based technical support for OnRamps teachers, students, and UT Austin faculty using the curriculum.
- c. Provide access and training to the Canvas LMS for every OnRamps student to meet course expectations.
- d. 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.
- e. Provide access to teleconference functions in Canvas LMS or other commensurate distance technology with consultants available to students for writing consultation related to distance college course writing assignments.
- f. Provide a student orientation module in Canvas LMS for all OnRamps courses that details program enrollment, student academic integrity, and FERPA rights.
- g. Provide technological resources and infrastructure to support implementation of OnRamps distance college courses for the district, campuses, high school teachers, and students.

Professional Development and Support

- K. Deliver professional learning to participating LCISD teachers who teach the OnRamps course.
 - a. A Summer PLI for participating LCISD teachers will be delivered by UT Austin using distance education and virtual learning technologies. Each course offered through OnRamps has an associated Summer PLI. UT Austin is responsible for the following at Summer PLI:
 - i. Scheduling the necessary facilities to conduct PLI.
 - ii. Facilitating lodging, parking, and food for participants.
 - iii. Conducting Summer PLI.
 - iv. Crediting participating LCISD teachers with continuing professional education hours (approximately 80 hours for new teachers and approximately 50 hours for returning teachers over the course of a full academic year).
 - b. Academic year PLIs: One-day PLIs for, new and returning, participating LCISD teachers, will be held at UT Austin or designated regional sites, or delivered virtually for specified courses during the fall and spring semesters. LCISD 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.
- L. Provide one or more Course Staff. UT Austin will hire and assign a qualified course coordinator for each course. Approved by 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 LCISD high school teacher.
- M. Deliver professional learning and development opportunities specific to administrative and counselor roles and functions to LCISD and its administration

(Superintendent, Director of Advanced Academics, Campus Administration, Counselors, etc.).

- a. The goals of professional learning and development opportunities specific to administrative and counselor roles and functions are to inform, collaborate, and advise on key elements that prepare students for transition to postsecondary. These events provide space and time for administrators, counselors, and OnRamps to gather and collectively share issues, needs, concerns, solutions, and plans to support student post-secondary success.
 - b. Deliver in-person or virtual presentations and/or workshops to LCISD and its staff regarding OnRamps program overview, implementation, and strategies for success.
 - c. Deliver in-person or virtual presentations and/or workshops to the LCISD community regarding OnRamps overview, implementation, and motivation/support for their child/student.
 - d. Provide a link for LCISD to request and/or schedule in-person or on-line presentations. LCISD is allotted one OnRamps presentation per campus in an academic year. Presentation requests must be made at least one week in advance. Requests are not guaranteed and will be scheduled based on availability of the OnRamps outreach team.
- N. The UT Austin course staff will:
- a. Conduct or co-conduct the Summer and one-day PLIs.
 - b. Assist LCISD with OnRamps implementation by providing the necessary training to LCISD 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 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 Instructors of Record overseeing distance college courses.
 - f. Assist UT Austin faculty and Instructors of Record to maintain the course for LCISD students, including electronic distribution of lectures, homework assignments, quizzes, projects, and exams to participating teachers and provide ongoing support with implementing the curriculum.

Institutional Effectiveness

- O. Provide feedback regarding course implementation to UT Austin faculty and academic staff, as well as LCISD 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 LCISD high school teacher(s) and classroom observations.
- a. OnRamps staff will alert LCISD administration of any serious concerns regarding LCISD or campus implementation of the OnRamps course pertaining to quality and fidelity. If LCISD 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 LCISD 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 LCISD high school teacher deemed by UT Austin to be unsatisfactorily implementing the course will be given the opportunity to bring course implementation into alignment with UT Austin expectations and be given coaching and support through the course staff, OnRamps PLIs, virtual coaching, and ongoing communication. Should the high school teacher's implementation of OnRamps continue to be unsatisfactory or without improvement, OnRamps will notify LCISD who will use its best efforts to identify an alternate high school teacher, and LCISD will work with UT Austin to continue the course through the alternate high school teacher. OnRamps reserves the right to deny any unsatisfactorily performing teacher the opportunity to offer the course in the future.
 - d. Should UT Austin deem an OnRamps LCISD high school teacher as not compatible with or not in the best interest of the program, OnRamps will notify LCISD 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 UT Austin must be actively employed or eligible for employment by UT Austin and may not be on administrative or medical leave. UT Austin must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If UT Austin becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, that party's contact, who oversees the OnRamps program, must inform their OnRamps contact with the other party within 24 business hours.
- P. Appoint LCISD high school teachers as UT Austin OnRamps Affiliates. As an OnRamps Affiliate, LCISD high school teachers are eligible to receive university ID cards, library access, Wi-Fi access on the UT Austin campus, opportunity to obtain a UT Austin email address, and other benefits. Once an OnRamps LCISD 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.
- Q. 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 OnRamps program/process.

Student Services

- R. Provide access and training to the Canvas LMS for every OnRamps student to meet course expectations.
- S. Provide online and phone-based technical support for OnRamps teachers and students using the curriculum when that support is not provided through Canvas LMS.

- T. 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.
- U. Provide access to teleconference functions in Canvas LMS or other commensurate distance technology with consultants for writing consultation with student distance college course writing assignments.
- V. Protect students' education records in accordance with FERPA policies.
- W. Provide a student orientation module in Canvas LMS for all OnRamps courses that details program enrollment, student academic integrity, and FERPA rights.
- X. Provide adequate procedures for submitting and resolving complaints, grade appeals, information requests, and other inquiries related to participation in OnRamps.

Extended Student Absences [subject to LCISD policies]

- Y. In a case where a student is removed from their home campus and assigned to an alternative campus due to disciplinary reasons, the LCISD 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 enrolled. If the alternative placement is longer than seven (7) school days, then the following will need to be done:
 - a. The administrator, OnRamps LCISD 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 determined the student will not have the appropriate instruction and access to the course, the student will be dropped from the OnRamps course.
 - i. If this occurs prior to the identified course census date, then the District/Charter will not be invoiced for this student.
 - ii. 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 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, if the student returns to the home campus in time for registration at the beginning of spring instruction.
- Z. 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 LCISD point of contact, campus principal and/or the high school instructor 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 enrolled.

4.2 Responsibilities of LCISD [subject to LCISD policies and applicable law]

- A. Implement one or more OnRamps courses.

- a. Assign an LCISD contact responsible for overseeing implementation of OnRamps high school course(s) and participating in meetings designated for LCISD administration with OnRamps staff.
 - i. This LCISD contact will provide up-to-date contact information for LCISD and its campus administration. In the event there is a change in administration at LCISD or at its campuses, the LCISD contact will communicate those changes to their OnRamps Point-of-Contact.
 - b. Assign 1-2 campus administrators to attend the OnRamps train-the-trainer session(s) held online in a webinar-based format. The training will model the parent night presentation, resources, and retention strategies.
 - i. Should LCISD request an OnRamps presentation, LCISD is responsible for organizing the event to include reserving appropriate meeting space, creating an agenda, and providing the technology/equipment needed for the presentation's 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 LCISD high school teachers. In the case of RHE 306 and RHE 309K, see subsection iii(1) below.
 - ii. As overseen by UT Austin faculty and based on the rigor of the course for students, 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.
 - 2. Requires a cap of 25 students per section with a limit of two (2) 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 high school teacher(s) with appropriate qualifications to teach the OnRamps course(s), all consistent with LCISD policies.
- a. Minimum requirements for OnRamps new LCISD high school teachers 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 pre-calculus).
 - iii. Completed annual OnRamps teacher application.
 - iv. Successful completion of required tasks before the start of Summer PLI, including, but not limited to, completion of the FERPA module. Tasks will be determined and shared by the OnRamps professional learning and development staff in advance of Summer PLI. LCISD high school teachers approved on a conditional basis may be required to complete additional tasks. Any high school teacher who does not complete the required pre-PLI

tasks may not be eligible to attend PLI. If LCISD's high school teacher(s) does(do) not complete pre-PLI tasks before the start of the required Summer PLI, 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 Summer PLI. New OnRamps LCISD high school teachers must participate in the entire Summer PLI and complete all assigned work, both pre- and during PLI.
 1. The LCISD teacher assigned to the course **must** complete the New Instructor Summer PLI experience at least once, in its entirety, before implementing 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 Instructor Summer PLI for each subsequent year they implement that course, inclusive of OnRamps Summit. If a teacher is assigned to implement a new OnRamps course in addition to their current OnRamps course, the instructor must complete the New Instructor Summer PLI for the new course.
 2. In the event of an emergency about which OnRamps staff and the teacher's principal are notified, a teacher may arrange to make up as much as 20% of Summer PLI and still be eligible to teach the OnRamps course. OnRamps LCISD high school teachers who miss more than 20% of Summer PLI, regardless of the 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.
 - vi. Attendance at and completion of all required monthly virtual conferences or virtual learning modules, academic year PLIs, and professional development assignments.
 1. Completion of the minimum number of virtual coaching uploads over the course of the academic year is required.
 - vii. Attendance at the Fall and Spring PLIs.
 1. LCISD teachers are **required** to participate in and fully complete both PLIs during each semester in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year. Each Fall and Spring PLI constitutes one eight-hour day.
 - viii. Review communication from OnRamps course staff in weekly newsletters and respond accordingly to routine requests.
 - ix. Adhere to guidelines regarding OnRamps course content intellectual property. LCISD is responsible for informing teachers that they do not have a license to use any OnRamps provided materials outside of the scope of this agreement.
 - x. Deliver OnRamps instructional materials through the OnRamps instance of Canvas LMS.
- b. Minimum requirements for OnRamps returning LCISD teachers include:

- i. Successful implementation of OnRamps course during the previous academic year according to requirements 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 Summer PLI.
 - iv. Completion of required tasks before the start of Summer PLI.
 - v. Successful participation in and completion of all required activities in Summer PLI.
 - 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 Fall and Spring PLIs.
 - 1. LCISD teachers are **required** to participate in and fully complete both PLIs during each semester in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year. Each Fall and Spring PLI constitutes one eight-hour day.
 - 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. LCISD is responsible for informing teachers that they do not have a license to use any OnRamps provided materials outside of the scope of this agreement.
 - xi. Delivery OnRamps instructional materials through the OnRamps instance of Canvas LMS.
- C. Ensure OnRamps LCISD 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 LCISD campuses will work with the OnRamps support team to ensure their campus and students can fully access the OnRamps Portal and Canvas LMS.
 - b. Provide access to computer and internet, as specified by UT Austin, and adhere to requirements outlined in the OnRamps Technology Manual, once latest copy is provided to LCISD.
 - c. Ensure that students in the OnRamps distance college course have daily, scheduled access to technology that meets 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, and the following technology for specific course implementation (as applicable).
 - 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.
 - h. The Chemistry course(s) 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 LCISD high school teachers implement the program with fidelity, including the following:
- a. Administer and facilitate OnRamps-required assignments and assessments without alteration through the OnRamps instance of Canvas LMS.
 - 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 LCISD 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 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.
 - d. Participate in professional learning, including Summer PLI, one-day workshops, monthly video conferences or virtual learning modules, Sibme virtual coaching, and ongoing opportunities during each semester in which they teach the OnRamps course. To facilitate teacher participation in the one-day workshops, LCISD agrees to pay the cost of substitute teachers for the days the teacher will attend the workshops.
 - 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 LCISD 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 the OnRamps program meet the minimum academic requirements for each course as shown in Exhibit A.
- 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 the student is enrolling in a college course with the opportunity to earn college credit.
- a. Only students who have demonstrated the 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 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 dually 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. If joining the OnRamps program on or after the Effective Date, the cost of the OnRamps course materials, technical support and course implementation support, excluding Summer PLI and academic year workshops, outlined in this Agreement for LCISD, will be defined on a per-student, per-course basis. Program costs will be evaluated and adjusted annually. The LCISD annual program fees for each student enrolled in an OnRamps course for the 2021-2022 academic year are \$149, or \$99 for students identified free and reduced lunch, per student and per course.
LCISD is paying a subsidized rate. During the 2021-2022 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 OnRamps and applicable pending 87th legislative appropriation.
 - b. Timing of payment: The OnRamps program fee is assessed for each student registered in each OnRamps course on the designated course census date. Within the self-registration window at the beginning of each course, students may decide to drop out of an individual course 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 year-long and fall semester courses and again on the identified census date in spring for spring semester courses and invoice the District based on enrollment at that time. Refunds will not be given at the end of a 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. For our year-long courses, a student not eligible 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 LCISD in the spring semester that itemizes the annual OnRamps program fee for each student enrollment per course. LCISD is responsible for paying within 30 days of receipt of the invoice. 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. Pending 87th legislature appropriation, 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.
 - c. Cost of Professional Learning

- i. The cost of the OnRamps Summer and academic year PLIs will be assessed on a per-teacher basis. Professional development costs are evaluated and adjusted annually:
 - 1. \$850 for new teachers
 - 2. \$550 for returning teachers
 - ii. LCISD will be sent an invoice that itemizes the annual professional learning fees for each participating teacher of Summer PLI.
 - 1. The District is responsible for paying within 30 days of receipt of an undisputed invoice.
 - 2. If payment is not received within 30 days then District will pay interest in accordance with the Texas Prompt Payment Act.
 - 3. OnRamps strongly recommends LCISD provide a daily stipend to teachers participating in required PLIs.
- I. Any person performing Services under this Agreement on behalf of LCISD must be actively employed or eligible for employment by LCISD and may not be on administrative leave. LCISD must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If LCISD becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, that party's contact, who oversees the OnRamps program, must inform their OnRamps contact with the other party within 24 business hours.

5. Summer PLI Teacher Registration and Attendance

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

6. Educational Records and Data Sharing

- A. LCISD 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 FERPA, as well as applicable LCISD policies, UT Austin policy defined in Chapter 9 of the General Catalog of UT Austin, subchapter 9-100 through 9-400, and any applicable law. In order to provide the OnRamps program and related services to LCISD and for LCISD's accountability reporting purposes, OnRamps requires specific student information from LCISD. All such records are provided the same security as those outlined in this section 6.C, section 7, and the Data Sharing Agreement, and will not be sold or shared with external sources except as allowed by law. See Exhibit B Data Sharing Agreement which sets terms and conditions for the exchange by the Parties of data needed to support the OnRamps program.

- B. 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 improvements.
- C. For legitimate educational interests, OnRamps will facilitate the exchange of information among institutions, OnRamps high school teachers, OnRamps faculty and staff, and LCISD contacts 1) pertaining to students' progress toward the opportunity to earn college credit; 2) to facilitate early intervention and support student success; 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 either party obtains access to LCISD and/or UT Austin records or record systems protected under FERPA, each party agrees to strictly adhere to the provisions of FERPA and its regulations. While in possession of FERPA records and data, only persons authorized to access the student data related to the OnRamps program will be granted access as required by FERPA.

7. Governmental Function, Immunity, Record Protection, and Criminal History

The Parties agree that the performance of this Agreement is for the purpose of performing governmental functions and that, in all things related to this Agreement, Parties are performing governmental functions as defined by the Texas Tort Claims Act. Nothing herein or in the performance of this Agreement shall be construed as a waiver of sovereign/governmental immunity of similar rights. Parties agree that neither party waives any immunity or defense that would otherwise be available to it pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules or regulations against claims arising from the exercise of its powers or functions. No provision of this Agreement that imposes an obligation or restriction on LCISD or UT Austin not permitted by applicable law shall be enforceable. Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code.

Each party agrees that if it received information or records concerning any student, it shall not disclose the same except as permitted by the Family Educational Rights and Privacy Act a/k/a FERPA (20 U.S.C. 1232(g)). FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Government 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.

UT Austin further agrees that, if applicable, it shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, LCISD Board Policies and other policies and requirements of such statute and rule(s), and will ensure that no covered person with a disqualifying criminal history performs Services under this Agreement.

8. Indemnity

The Parties expressly agree that, except as provided herein, no party shall have the right to seek indemnification or contribution from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.

9. Term and Termination

This Agreement is effective on June 1, 2021, no matter the date fully executed by both Parties and covers a period beginning June 1, 2021 and ending August 31, 2022.

Either party may, without penalty, terminate this Agreement at the end of any budget period of such party during the term if funds required to fulfill this Agreement have not been appropriated, and with written notice to the other party. Such notice shall be effective thirty (30) calendar days from the date of receipt.

Either party may terminate this Agreement without cause upon thirty (30) days' advance written notice of termination to the other party. LCISD agrees any amounts owed for satisfactory Services rendered through the termination date and properly invoiced will be promptly paid upon notice of termination and in accordance with the provisions of Chapter 2251, Texas Government Code.

10. 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.

11. Contractual Relationship

Nothing contained herein shall be construed as creating an employer/employee relationship, a partnership, a joint venture or joint obligations between the Parties. Each party retains the right to conduct its business as it sees fit. The Parties shall, at all times, be deemed independent contractors/entities.

12. Disputes

If any dispute concerning any fact, interpretation, allowable costs, etc. arise during performance of this Agreement, reasonable efforts shall be made to resolve said dispute(s) through informal discussions between the Parties.

13. Notice to Parties

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Agreement, will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given 1) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or 2) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

LCISD at:

Lamar CISD
3911 Avenue I
Rosenburg, TX 77471

UT Austin at:

Darrell Bazzell, Senior Vice President and Chief Financial Officer
101 Inner Campus Dr, Ste 102
Austin, TX 78712

With a copy to:

Office of Strategy and Policy
2616 Wichita St.
Austin, TX 78712
Email: sp.contracts@austin.utexas.edu

or such other address as later provided by a party through written notice to the other party.

14. Venue; Governing Law

This Agreement, all of its terms and conditions, all rights and obligations of the Parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

15. Mutual Negotiation

This Agreement has been prepared at the joint request, direction, and construction of the Parties, at arms' length, and shall be construed without favor to any party.

16. Entire Agreement

This Agreement and any subsequent amendments constitute the entire and only agreement between the Parties relating to the matters described herein, and supersedes all prior

agreements and discussions, whether written or oral. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto.

17. Amendment and Assignment

Any changes to this Agreement may only be made by mutual written agreement of the Parties. This Agreement may not be assigned by either party without the express written consent of the other party. Any attempt to assign without such consent shall be void, and shall be deemed a material breach of this Agreement.

18. Survival

A party shall remain obligated to the other party under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

19. 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.

20. Cybersecurity Training Program

During the term and any renewal of this Agreement, each party shall comply with Texas Government Code Chapter 2054 concerning cybersecurity for state agencies and local government, and to the extent applicable verify compliance to the other party.

21. Access by Individuals with Disabilities

Performing Party represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Performing Party provides to Receiving Party under this Agreement (**EIRs**) comply with applicable requirements set forth in [1 TAC Chapter 213](#) and [1 TAC Section 206.70](#) (ref. [Subchapter M, Chapter 2054, Texas Government Code](#)). To the extent Performing Party becomes aware the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performing Party represents and warrants it will, at no cost to Receiving Party, either 1) perform all necessary remediation to make EIRs satisfy the EIR Accessibility Warranty or 2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Performing Party is unable to do so, Receiving Party may terminate this Agreement and, within thirty (30) days after termination, Performing Party will refund to Receiving Party all amounts Receiving Party paid under this Agreement.

Performing Party will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by Receiving Party or Receiving Party's third party testing resources as required by [1 TAC Section 213.38\(g\)](#).

22. Payment of Debt or Delinquency to the State

Pursuant to [Sections 2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Performing Party under this Agreement may be applied directly toward any debt or

delinquency Performing Party owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

23. State Auditor’s Office

Contracting Parties understand acceptance of funds under this Agreement constitutes acceptance of authority of the Texas State Auditor’s Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. [Sections 51.9335\(c\), 73.115\(c\) and 74.008\(c\), Education Code](#)). Contracting Parties agree to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contracting Parties will include this provision in all contracts with permitted subcontractors.

24. Severability

If any one or more of the provisions of this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

25. Public Records

It will be the independent responsibility of Receiving Party and Performing Party to comply with [Chapter 552, Government Code](#) (Public Information Act), as it applies to the Contracting Parties’ respective information. Receiving Party is not authorized to receive public information requests or take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Receiving Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as shown below.

Receiving Party
Lamar CISD

Performing Party
The University of Texas at Austin

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
OnRamps Courses

OnRamps Course Name	UT Austin Course Code	TCCNS Equivalency	Texas Core Code	Required Prerequisites	Recommended Prerequisites
Foundation of Arts and Entertainment Technologies	AET 304	-	050	-	Graphic Design
Introduction to Biology I	BIO 311C	BIOL 1306	030	Credit in TEKS-based Biology & TEKS-based Chemistry	-
Lab for Introduction to Biology I	BIO 206LA	BIOL 1106	-	Credit in TEKS-based Biology & TEKS-based Chemistry	-
College Chemistry: Principles of Chemistry I (Lecture)	CH 301	CHEM 1311	030	Credit in Algebra I	-
College Chemistry: Introduction to Chemical Practices I (Lab)	CH 104M	CHEM 1111	-	Credit in Algebra I	-
College Chemistry: Principles of Chemistry II (Lecture)	CH 302	CHEM 1312	030	Credit in Chemistry	-
College Chemistry: Introduction to Chemical Practices II (Lab)	CH 104N	CHEM 1112	-	Credit in Chemistry	-
Thriving in Our Digital World	CS 302	-	093	Credit in Algebra I	Credit or concurrent enrollment in Algebra II
Earth, Wind, and Fire: An Introduction to Geoscience	GEO 302E	-	030	Credit in Biology and Chemistry or IPC and Chemistry	-
United States, 1492-1865	HIS 315K	HIST 1301	060	Credit or concurrent enrollment in English II	-

OnRamps Course Name	UT Austin Course Code	TCCNS Equivalency	Texas Core Code	Required Prerequisites	Recommended Prerequisites
United States Since 1865	HIS 315L	HIST 1302	060	Credit or concurrent enrollment in English II	-
College Algebra	M 301	MATH 1314	-	Credit in Algebra I	Credit in Geometry
Discovery Precalculus: A Creative and Connected Approach	M 305G	MATH 2312	020	Credit in Algebra II & Geometry	-
Mechanics, Heat, and Sound: General Physics Technical Course I	PHY 302K	PHYS 1301	030	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus
Lab for Mechanics, Heat, and Sound	PHY 102M	PHYS 1101	-	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus
Electromagnetism, Optics, and Nuclear Physics: General Physics Technical Course II	PHY 302L	PHYS 1302	030	Credit in TEKS-based Physics, Algebra II, & Geometry	Credit in PHY 302K, AP Physics I, Honors Physics, PHYS 1301, or Precalculus
Introduction to Rhetoric: Reading, Writing, and Research	RHE 306	ENGL 1301	010	Credit in English I & English II	-
Reading and Writing and Rhetoric of American Identity	RHE 309K	ENGL 1302	010	Credit in English I & English II	-
Elementary Statistical Methods	SDS 301	MATH 1342	020	Credit in Algebra I	Credit in Algebra II & Geometry
Quantum Computing	PHY 309L	PHYS 1307	030	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus

Exhibit B
Data Sharing Agreement

DATA SHARING AGREEMENT
BY AND BETWEEN
Lamar CISD
AND
OFFICE OF STRATEGY AND POLICY
AT THE UNIVERSITY OF TEXAS AT AUSTIN

Pursuant to this Data Sharing Agreement and underlying Interlocal, The Lamar CISD (“LCISD”) agrees to provide individual student-level data to the Office of Strategy and 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. LCISD hereby appoints UT Austin as a legitimate educational official of LCISD in accordance with the Family Educational Rights and Privacy Act (FERPA). Likewise, UT Austin hereby appoints LCISD as a legitimate educational official of UT Austin in accordance with FERPA. The Office of Strategy and Policy agrees to provide individual student-level data to LCISD for the purpose of evaluation, accountability, and student record-keeping. The terms of this Data Sharing Agreement are in effect until August 31, 2022 unless terminated in writing by one or both Parties.

1. Data type and exchange timeline

LCISD Designee for Student Data and Office of Strategy and Policy will coordinate data exchange for all OnRamps program participants for the 2021-2022 academic year, as follows:

Responsible Party	Time Period	Type of Data
Office of Strategy and Policy	August 2021 – July 2022	<p>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 LCISD personnel who must obtain a UT Electronic Identification and password in order to access the portal.</p> <p>The following enrollment and performance data is provided throughout the academic year, as information becomes available.</p> <ul style="list-style-type: none"> • Course enrollments • Eligibility status • Eligibility letter grade • Final letter grade • Credit decision (credit accepted or declined)

		<ul style="list-style-type: none"> • University transcript grade • Student qualifying status for free/reduced lunch
LCISD	December 2021 – February 2022	<p>In order for OnRamps to identify students who qualify for the reduced course enrollment fee, OnRamps must obtain Student State IDs. Based on the Student State IDs, the Texas Education Agency (TEA) provides OnRamps with students’ Economic Disadvantage Status.</p> <ul style="list-style-type: none"> • TEA-assigned TX-UNIQUE-STUDENT-ID (StudentUnique ID)
LCISD	May 2022 – July 2022	<p>In order for OnRamps to engage in ongoing learning about student experiences, high school grades are exchanged.</p> <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 data will be exchanged using secure systems and in an encrypted, password protected electronic format by LCISD and Office of Strategy and Policy.

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

Any unauthorized disclosure of confidential student information is a violation of FERPA and the implementing regulations found in 34 CFR Part 99 and shall not be permitted to occur.

While in possession of this data, both Parties shall permit access only to employees and contractors authorized to assist in the implementation or evaluation of OnRamps or other UT Austin 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”).

**CONSIDER APPROVAL OF THE 2021-2022 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 2021-2022 school year.

IMPACT/RATIONALE:

As part of the multi-tiered system of support through the LCISD Whole Child Safety and Wellness Model, TCHAT offers students access to a child psychiatrist through telemedicine at no cost.

PROGRAM DESCRIPTION:

TCHAT is free access to real-time consultations with mental health nurse practitioners and child psychiatrists. The goal is pre-crisis and/or post-crisis intervention for children with behavioral health concerns within 72 hours of a documented need. Assessment, brief intervention, and care coordination through a telemedicine/telehealth platform would be available for students enrolled in LCISD.

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

Recommended for approval:



Dr. Roosevelt Nivens
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 3911 Avenue I, Rosenberg, Texas 77471 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 Texas State Senate funding 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 September 1, 2021 ("Effective Date") and shall continue in full force and effect through August 31, 2022.
- 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
Sr. Project Manager	Programmatic: Director of Student Services
Name: Jennipher Cole, MBA, LPC	Name: Jennifer Roberts, Ed.D., LPC-S
E-mail: Jennipher.L.Cole@uth.tmc.edu	E-mail: jroberts@lcisd.org
Phone: 713-486-2727	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 ISD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A: DESCRIPTION OF TCHATT PROJECT

Vision Statement –

Every child receiving public education in the State of Texas has access to school-based mental and behavioral health care to prevent crisis.

Definition of TCHATT –

The TCHATT initiative is designed to provide youth 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 TCHATT 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. TCHATT is intended to serve as both an immediate service for those near crisis and a mechanism for engagement or a bridge to ongoing care for those students who require continued services. TCHATT funds may not be used for ongoing management of the student’s mental health needs.

Key Components of a Successful TCHATT 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 TCHATT 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, the program will provide initial mental health services to an identified child. These services should include a diagnostic evaluation and up to 4 visits provided over less than a two-month period with a TCHATT 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 the Texas Senate from February 2020 to August 31, 2023.

Funding will provide for personnel 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) 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
- 2) Therapist
 - a. Licensed Clinical Social Worker – Supervisor
 - b. Licensed Clinical Social Worker
 - c. Licensed Master Social Worker
 - d. Licensed Professional Counselor

- e. Psychologist
- f. Psychology Post-Doctoral Fellow

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.

Funding to UTHealth 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 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 HIPAA 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 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). 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 project and department leadership. Only with the permission of project and department leadership, will anyone be permitted to extract, analyze, and report data relevant to this effort. Deidentified, aggregate data will be sent to the TCMHCC for reporting to the legislature. The TCMHCC central hub is responsible for aggregating the deidentified data from all participating academic health related institutions.

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 use this system to permit for superior uniformity between program data collection and reporting processes.

ISD Responsibilities:

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

1. A private, safe, designated space for the telehealth 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. 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.
4. 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.
5. 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.
6. School personnel are asked to identify and screen students that they believe are appropriate for TCHAT.
7. 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.
8. To refer a student to TCHAT, school counselors complete and send a secure electronic/digital TCHAT referral form.

**CONSIDER APPROVAL OF THE TEXAS COLLEGE BRIDGE PARTNERSHIP
AND DATA SHARING AGREEMENT**

RECOMMENDATION:

That the Board of Trustees approve the Partnership and Data Sharing Agreement amendment for the Texas College Bridge program with Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

The amendment updates the agreement (approved during the June 2021 Board Meeting) for the Texas College Bridge program in the following ways:

- Users will register directly through EdReady;
- Once an ISD is set up to use EdReady, new students/instructors can be added at any time;
- Students will self-register through custom ISD-specific links;
- District setup (defining the schools/ class sections) will happen in EdReady platform and can be edited at any time via the interface;
- Students and staff can change class sections at any time; and
- Creation of the Greenlight locker account will be made available after students complete the course to help transfer the credit to higher ed institutions.

PROGRAM DESCRIPTION:

Texas College Bridge is an adaptive learning platform, which guides students through individualized college preparation courses in mathematics and English Language Arts, at their own pace, with a teacher to help them meet their goals. Each course uses PEIMS assigned course names and numbers, and upon successful completion, students can earn credit for the college prep course as well as a CCMR indicator for A-F accountability.

Through the Texas College Bridge program, Lamar CISD will offer College Preparatory English Language Arts and College Preparatory Mathematics as courses to support students becoming college ready. With successful completion of these courses, students would not need to take remedial courses in college, thus saving them time and money. There is no financial cost to the district or students for these courses or the program.

Submitted by: Dr. Terri Mossige, Chief Learning Officer
 Alphonso Bates, Chief Student Services Officer
 Katie Marchena, Executive Director of Teaching & Learning
 Dr. Jon Maxwell, Executive Director of Student Programs

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

FIRST AMENDMENT TO Texas College Bridge: PARTICIPATION, DATA SHARING, & REQUIREMENTS AGREEMENT

THIS FIRST AMENDMENT TO Texas College Bridge: PARTICIPATION, DATA SHARING, & REQUIREMENTS AGREEMENT (this "Amendment") is made and entered into by and between Commit!2Dallas ("Commit") and the Institution ("Institution") listed below.

Whereas, Commit and Institution entered into a written Texas College Bridge: PARTICIPATION, DATA SHARING allowing Institution to participate in the TEA's Texas College Bridge program ("Program");

Whereas, the parties desire to amend the Agreement as set forth below;

Now, therefore, for good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. "Institution Requirements" numbers 1-3 in the original Agreement have been removed.
2. Eligible students from Institution will either register for the program directly via the NROC Portal or via their school's SSO portal if that option is available.
3. Students who are enrolling directly via the NROC Portal will self-register using a link provided by the district administrator. Institutions are responsible for distributing self-registration links the students.
4. Students who are enrolling via their school's SSO will automatically have their Texas College Bridge EdReady account created. Institutions are responsible for complying with provided NROC SSO specifications.
5. Students must achieve the following course completion criteria in order to earn a certificate:
 - Texas College Bridge College Preparatory Math course completion criteria is 90% mastery at Stage 2
 - Texas College Bridge College Preparatory English course completion criteria is 90% mastery at Stage 2 and successful completion of a required essay using the assigned grading rubric.
6. Students may have the opportunity to self-register with GreenLight to access course completion certificates. Certificates of Completion will be stored in a GreenLight locker and made available to students for sharing directly from their Greenlight account.

Except for the foregoing amendment and revision, in all other respects, the terms and conditions of the Agreement shall continue in full force and effect to bind the parties. To the extent that anything in the Agreement conflicts with the foregoing amendment and revision, the foregoing amendment and revisions will control the relationship of the parties.

This Amendment shall be governed by and construed in accordance with the laws of the State of Texas notwithstanding the application of its choice of laws principles. If any provision of this Amendment shall be held invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of all other provisions of this Amendment shall not in any way be affected or impaired. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original. Capitalized terms in this Amendment shall have the same meaning and definition set forth in the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Amendment on the date hereinafter indicated.

Date: _____

INSTITUTION

By: _____

Title: _____

Texas College Bridge: PARTICIPATION, DATA SHARING, &
REQUIREMENTS AGREEMENT
2020.21 Application for Texas College Bridge

Institution: _____

Date: _____

This Participation, Data Sharing and Requirements Agreement (“Agreement”) is entered into by the above named Institution, Commit and the Providers (each defined hereafter) in order for Institution to participate in the TEA’s Texas College Bridge program (“Program”) to aid and assist institutions supporting 2021 high school graduates to demonstrate college readiness prior to enrolling in college for the Fall of 2021. The Program is authorized by the Texas Education Agency, facilitated by Commit!2Dallas (“Commit”) in coordination with providers GreenLight Credentials, LLC and the NROC Project (GreenLight and NROC are hereinafter the “Providers”). Collectively, the Institution and the Providers are referred to as the “Parties.” This Agreement is necessary to deliver coursework and resources to students and teachers consistent with the Program, including: coursework, teacher training, enrollment process, evaluation, and an academic records processing system that tracks and confers credits from coursework with the Providers. To complete the work required under the Agreement, the Program requires that the Providers have access to certain Institution student data and student education records. The Parties agree that these purposes serve a bona fide educational purpose and that Providers have a legitimate educational interest in the student information contemplated by this Agreement and in accordance with 34 C.F.R. § 99.31(a) and as further described below.

This Agreement is supplementary to any existing data sharing agreement or other related agreement between the Institution and entities described above. In the event of any conflict of provisions between this Agreement and any other existing data sharing agreement or related agreement between the Parties, this Agreement and its provisions shall control.

As part of the Program, students will set-up a Texas College Bridge elocker via GreenLight to store and manage their college readiness evidence to share with colleges at their direction. Students who did not test college ready in English and/or Math will be able to participate in and complete a personalized online program to demonstrate college readiness in the subject at issue.

Institution seeks to participate and agrees to the following terms and conditions for participation in the Program and entering into this Agreement:

- Section 1: Data Sharing
- Section 2: Program Requirements
- Section 3: NROC Terms of Use

By checking the above boxes and signing on this page, you are signing this Agreement and represent that you have authorization to do so on behalf of your Institution and agree to the terms in each of the sections above identified and detailed below.

Section 1: Data Sharing

1) Institution acknowledges that employee information must be shared in compliance with all applicable laws and regulations, including, but not limited to, the Texas Education Code, Section 21.355 and Texas Government Code, Section 552.117.

2) Any release of personally identifiable information of students must be in compliance with the requirements of the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations 34 C.F.R. § 99.1 et seq. and will be delivered to Providers solely to enable Institution's students and teachers to participate in the Texas College Bridge program.

3) FERPA permits the disclosure of personally identifiable information of students to school officials with legitimate educational interests in students' education records. The term "school official" includes contractors, consultants, volunteers, or other parties to whom the institution has outsourced educational or institutional services, or where the outside party —

- (1) Performs an institution service or function for which the Institution would otherwise use employees;
- (2) Is under the direct control of the Institution with respect to the use and maintenance of education records; and
- (3) Is subject to the requirements governing the use and redisclosure of personally identifiable information from education records. 20 U.S.C. 1232g(b)(1)(A).

The Institution designates the Providers, as well as the Texas Education Agency (and each of their respective authorized representatives) each as a "school official" with legitimate educational interests in students' education records provided pursuant to this Agreement and relating to participating in the Program.

4) Student Confidentiality. The Institution has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically FERPA. The Providers each acknowledge that they must comply with said law and regulations and safeguard student information. Other than to support the Texas College Bridge Program purposes and requirements, the Providers may not re-disclose the information to a third party without prior written consent from the Institution and/or the parent or eligible student.

5) Providers are expressly authorized to share aggregate Program data (not containing any personally identifiable information) with Commit, TEA, Texas Higher Education Coordinating Board (THECB), and Region 10 ESC. Accordingly, any publication or dissemination of Program data by Providers in this instance will be reported in the aggregate and converted to de-identified information. "De-identified information" means data or information that neither identifies nor provides a reasonable basis to identify an individual where, without limitation, the following identifiers have been removed: (i) the student's name; (ii) the name of the student's parent or other family members; (iii) the address of the student or student's family; (iv) a personal identifier, such as the student's social security number, student number, or biometric record; (v) other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (vi) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (vii) information requested by a person who either Party reasonably believes knows the identity of the student to whom the education record relates. Providers are authorized to share all other student data with TEA.

6) Education records disclosed pursuant to this Agreement will be destroyed consistent with FERPA and the terms of this Agreement by permanently and irreversibly removing any personal identifiers from the records rendering the information no longer personally identifiable or usable. Providers must provide the Institution with evidence of the destruction of the records in compliance with this Agreement.

7) The Parties may agree to amend the Agreement to extend the time period if needed, but the Agreement must be in writing and include a time limit.

8) Data associated with students' accounts and subject to GreenLight's or NROC's separate Term of Use and Privacy agreements will be controlled by students consistent with FERPA and any applicable Texas consumer protection laws and other agreements between students and Providers

9) Providers may conduct survey of students within the context of the Program and acknowledge that all student surveys will be in compliance with the requirements of the Protection of Pupil rights Amendment (PPRA). Since Department of Education funding is used for the Summer Bridge program, written parental consent will be obtained before surveying a student in accordance with the PPRA.

10) The disclosure of personally identifiable information from education records under this Agreement is not an assignment of ownership of the personally identifiable information or records. The Institution retains custody and/or ownership of all such records. Personally identifiable information from education records may only be redisclosed pursuant to this Agreement, with the Institution's permission or otherwise in compliance with FERPA and its regulations. Institution is responsible for securing any parental or eligible student consent, as needed, but in releasing records to Providers, Institution represents that it has obtained any consent it has determined is necessary.

11) The Institution maintains the right to conduct audits or otherwise monitor Providers receiving student personally identifiable information from education records to periodically affirm that Providers have appropriate policies and procedures in place to protect the student personally identifiable information from education records.

12) The failure to comply with the requirements of FERPA will subject the responsible party to all allowable enforcement actions under state and federal law. If Providers become aware of a disclosure or security breach concerning any Institution data or student education records covered by this Agreement, Providers shall immediately notify the Institution and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If there is a "breach of system security" where "sensitive personal information" is breached, both as defined in sections 521.002 and 521.053 of the Texas Business and Commerce Code, Providers shall proceed with notification requirements as required therein. The Parties agree that any breach of the privacy and/or confidentiality obligations set forth in this Agreement may, at the Institution's sole discretion, result in the Institution's immediately terminating this Agreement.

13) This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Dallas County, Texas.

By electronically signing below, you are signing this Agreement electronically and represent that you have authorization to do so on behalf of the Institution. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement and that you consent, on behalf of Institution, to be legally bound by this Agreement and any document referenced or linked herein as if actually signed by you in writing. You also represent that you are legally authorized to enter into this Agreement and that no certification authority or other third-party verification is necessary to validate your electronic signature.

Section 2: Program Requirements:

Commit2Dallas!, a Texas nonprofit corporation (Commit), is the lead organization, administrator and fiscal agent for the Texas Education Agency's (TEA) Texas College Bridge Project (TCB). In support of the TCB, is providing Institutions (statewide) with access to a platform to use in order to enable the secure, simple, instant sharing, and validation of aggregated student records associated with students participating in the TCB. It is expected that participating students will use their records for college admissions, internships, and job applications.

Institution desires to participate in the Texas College Bridge program. In order to support the Program, Institution acknowledges and commits to the following requirements and terms of service:

Institution Requirements

1. Eligible students from Institution will register for the program via GreenLight and will be seamlessly validated for NROC courses.
2. Institution will provide student roster data to GreenLight to facilitate and track student participation. Data will be sent to GreenLight in the specified CSV format. Academic data must be sent via TReX format. GreenLight will then generate unique enrollment codes for each student and send those codes back to the Institution to enable student registration in the TCB program. Students will be able to look up their own enrollment code on the GreenLightLocker.com website by providing identification attributes. Institution is responsible for and has a positive duty to review and validate data sent to GreenLight for accuracy and conformance to the schema prior to sending it to GreenLight. Nonconforming data will not be provisioned on the platform.
3. Institution will distribute and deliver enrollment codes to the students.
4. To satisfy admission, scholarship requirements and degree verification services, Institution shall appoint GreenLight as an authorized agent on behalf of the TCB project in order to send "official transcripts and academic records" to third parties authorized to receive such documents.
5. To the extent parental consent is required, Institution must collect parental consents prior to a student's participation the TCB project. It will be assumed that students identified by Institution to participate in the TCB project are eligible to do so. Institution must immediately notify Commit if any consents are revoked.
6. Institution will coordinate with Commit to enable student and teacher participation in the TCB project.
7. Institution authorizes Commit and its contractors to share and receive data with GreenLight, NROC, TEA, and other TCB service providers, subject to the goals and

objectives associated the TCB project.

8. Greenlight Credentials' [Terms of Use](#) and [Privacy Policy](#) will govern the students and teachers' interaction with the GreenLight platform.

Institution and Student Benefits and Services:

1. Institution will receive proof of NROC course completion by their students and be able to access reports on students who have earned certificates or other forms of documentation illustrating course completion.
2. Students shall have control of their TCB records and those other official records associated with their GreenLight account.
3. Students records can be instantly verified and matched with educational and work-place opportunities such as scholarships, internships, certifications, and jobs.
4. Educational institutions may receive official program records and instantly verify them.
5. Participating educational institutions can work with scholarship providers and can connect with and enroll students that have the skills to attend their schools.
6. Employers can instantly verify program records and identify qualified candidates by matching skills and educational history to open positions.
7. All TCB academic program data will be stored on the GreenLight platform.
8. Institution will have access to a dashboard and analytics for reports of student course completion together with course registration with the program. The dashboard will also provide aggregate detail with which colleges and universities have received from students involved in the TCB project.
9. Institution will receive certificates earned by students in the TCB program.
10. Remote support will be provided to Institution to enable the secure transfer of school rosters, deploy enrollment codes, and provide operational and technical support.
11. Training will be provided to Institution and students through documentation and videos.
12. Technical support is available from 9am to 5pm Central Time.
13. Daily backup of system, daily backup of data, and 24/7 server monitoring in a dedicated data center environment.
14. Students will be enabled to store and share their program related data with third parties of their selection.

Section 3: See Texas College Bridge Phase I NROC Terms of Use

This Agreement and all of the rights and obligations of the parties and all of the terms and conditions hereof must be construed, interpreted, and applied, in accordance with and governed by and enforced under the laws of the State of Texas. Except where superseded by other terms of this agreement or Texas state law, NROC's [Terms of Use](#) and [Privacy Policy](#) will govern the students and teachers' interaction with the Texas College Bridge EdReady platform, as detailed below.

DEFINITION OF TERMS — THE NROC PROJECT

NROC: The NROC Project (Organization) is a California 501(c)3 organization providing educational content and tools to support education.

LICENSEE: An academic institution such as a public or private school, school system, district, state department of education, federal department of education, or non-profit educational institution (sometimes referred to in the Terms of Use as an Institutional Sponsor) who licenses or accesses the Texas College Bridge EdReady application for use with their students, staff and faculty. These institutions are obligated to protect User's privacy under the Family Educational Rights & Privacy Act of 1974 (FERPA), User data may only be used for legitimate educational and evaluation purposes.

USER: Any individual who accesses any NROC website whether via an institutional version or public version.

TEXAS COLLEGE BRIDGE EDREADY: An NROC-hosted application to assess student knowledge and provide access to educational resources.

NROC ASSETS: NROC LIBRARY: The NROC Library contains two types of collections which are hosted by NROC and may be available through the Texas College Bridge EdReady application.

The *NROC Permanent Collection* refers to all content that is copyrighted to The NROC Project (NROC), content that has been contributed for NROC distribution under a permanent license, and content made available under an "open license" (i.e. Creative Commons, GNU General Public License). Access to this content shall be available to licensee for the term defined in their agreement.

The *NROC Contributed Collection* refers to all content made available under a Content Distribution Agreement with the copyright owner for a defined period of time. Access to this content shall be available to licensee for the period defined in the Content Distribution Agreement, which may vary by content. Access to this content cannot be guaranteed past the end date of the Content Distribution Agreement. More information can be found at: <https://nrocnetwork.org/resources/downloads/nroc-collections/>.

TERMS OF USE

Texas College Bridge EdReady Grant of Rights: The NROC Project (the Organization) hereby grants to Licensee the non-exclusive right and license to make available the Texas College Bridge EdReady application to Licensee's enrolled students subject to the following restrictions: (a) Licensee agrees that they will access, store, and utilize all student data within the application according to institutional regulations and legal obligations. (b) Organization agrees to store these data on Licensee's behalf as long as the account remains active. (c) All data generated by the application shall be the property of the User but the User, via the EdReady application terms of use (<http://content.nroc.org/license/license.html#ERYourdata>), grants the Licensee (Institutional Sponsor) the right to access, store, and utilize those data according to institutional regulations and legal obligations.

Privacy. Organization believes that User data privacy rights are important. The complete NROC User Data Privacy Policy can be found at <http://content.nroc.org/license/license.html#privacy> and is incorporated herein by reference. The complete terms and conditions (<http://content.nroc.org/license/license.html>), together with the NROC Privacy Policy, Digital Millennium Copyright Act (DMCA) Statement, and such other documents referenced or incorporated therein, constitute the Terms of Use that govern a User's use of any NROC-owned sites.

NROC Asset Changes. Organization reserves the right to change, alter, revise, discontinue or add content to the NROC Assets at any time during the term of the Agreement.

NROC Asset Disclaimer. Licensee agrees that use of the NROC Assets is at Licensee's sole risk. Except for the express warranties set forth in the Warranty section of the Agreement, the NROC Assets are provided "AS IS" and "WITH ALL FAULTS" and without implied or express warranties or representations of any kind such as but not limited to uninterrupted use, accuracy, usefulness, fitness for the intended purpose, free of errors, or free of viruses or harmful components.

Intellectual Property. All ownership, copyrights, trademarks and other rights in the NROC Assets ("Intellectual Property") shall belong to the Organization or its licensors and title to the Intellectual Property shall

remain with the Organization or its licensors. All updates, revisions and derivatives to the NROC Library developed by the parties shall belong to the Organization or its licensors. Licensee shall not in any way alter or remove copyright information from any NROC Asset. Licensee shall maintain such notices in its sales and marketing materials and communications that incorporate any portion of the NROC Assets or any reference to the NROC Assets. If Licensee's use of the Intellectual Property is improper, Licensee will take all reasonable steps necessary to resolve such improper use within ten (10) days of receiving written notice from the Organization. The Organization may reasonably monitor the quality of Licensee's products and services utilizing the Intellectual Property under this Agreement.

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**CONSIDER APPROVAL OF A RESOLUTION TO MODIFY THE LAMAR CISD
STUDENT CODE OF CONDUCT FOR THE 2020-2021 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the revision to the 2021- 2022 Lamar CISD Student Code of Conduct.

IMPACT/RATIONALE:

The Texas Education Code (TEC), Chapter 37, Discipline, Law and Order, requires each school district to adopt a Student Code of Conduct. The revisions and updates for the 2021-2022 Lamar CISD Student Code of Conduct are based on new legislation passed during the 87th legislative session.

PROGRAM DESCRIPTION:

The proposed 2021-2022 Lamar CISD Student Code of Conduct with changes, additions and deletions are attached.

Once the Board approves these revisions, the updated student handbook for elementary and secondary school students will be posted on the district website in both Spanish and English format and printed copies will be available at each campus.

Resource Persons: Dr. Terri Mossige, Chief Learning Officer
Dr. Andree Osagie, Area Superintendent
Diane Parks, Area Superintendent

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**Lamar CISD Student Code of Conduct
2021-2022
Proposed Revisions**

Page	Omit/Replace/ Addition
Page 126	Addition: a firearm silencer or suppressor
Page 128	Addition: Engage in academic dishonesty which includes cheating or copying the work of others Addition: Plagiarism and unauthorized communication between students during examination
Page 138	Omit: Murder, capital murder or criminal attempt to commit murder or capital murder
Page 149 and 163	Replace: Children with disabled individuals
Page 156	Addition: Penalty group 1-B

person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See glossary.)
- Cause an individual to act through the use of or threat of force (coercion).
- Commit extortion or blackmail (obtaining money or an object of value from an unwilling person).
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individuals being recorded or in any way that disrupts the educational environment or invades the privacy of others.

PROPERTY OFFENSES

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief, see DAEP Placement or Expulsion.)
- Deface or damage school property—including textbooks, technology and electronic resources, lockers, furniture, and other equipment—with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft even if it does not constitute a felony according to the Texas Penal Code. (For felony robbery, aggravated robbery, and theft see DAEP Placement and Expulsion.)
- **Enter, without authorization, district facilities that are not open for operations**

POSSESSION OF PROHIBITED ITEMS

Students shall not possess or use:

- fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- a razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- a “look-alike” weapon;
- an air gun or BB gun;
- ammunition;
- club
- knuckles
- a hand instrument designed to cut or stab another by being thrown
- a firearm
- a stun gun;
- a pocketknife or any other small knife;
- mace or pepper spray;
- pornographic material;
- tobacco products including electronic cigarettes, vape pens; and any component, part, or accessory for an e-cigarette and vape device;
- matches or a lighter;
- a laser pointer for other than an approved use; or
- any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists. (For weapons and firearms see DAEP Placement and Expulsion.)
- **a firearm silencer or suppressor**

POSSESSION OF TELECOMMUNICATIONS OF OTHER ELECTRONIC DEVICES

Cellular phones, telecommunication devices, MP3 players, cameras, or any other types of electronic devices are not allowed to be turned on or in use inside the school building during specific time frames. **Campuses have the discretion to identify appropriate opportunities for electronic device use.** The time frame for grades K – 6 is immediately upon entering the school building until exiting the school building at the end of the day. The time frame for grades 7 – 12 is the first bell in the morning until the last bell at the end of the day.

These items that disrupt the education process by being on will be temporarily confiscated. School personnel will collect the

MISCELLANEOUS OFFENSES

Students shall not:

- Violate dress and grooming standards as communicated in the student handbook.
- Cheat or copy the work of another student or teacher.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.
- **Engage in academic dishonesty which includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination.**

The district may impose campus or classroom rules in addition to those found in the Code. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code.

CONSEQUENCES

A student, whose behavior shows disrespect for others, including interference with their access to a public education and a safe environment, will be subject to disciplinary action. School rules and the authority of the District to administer discipline apply whenever the interest of the school is involved on or off school grounds in conjunction with or independent of classes and school sponsored activities.

BULLYING

In this section:

(1) "BULLYING" A single significant act or pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property; or
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student.
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school or infringes on the rights of the victim at school and includes cyberbullying.
4. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property
5. Bullying that occurs on a publicly or privately owned school bus or a vehicle being used for transportation of students to or from school or a school-sponsored or school related activity on or off school property
6. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying:
 - i. Interferes with a student's educational opportunities or
 - ii. Substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity

Cyberbullying as defined under the Texas Education Code Sec. 37.0832:

Bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet-based communication tool.

- (2) "HARASSMENT" means threatening to cause harm or bodily injury to another student, engaging in sexually intimidating conduct, causing physical damage to the property of another student, subjecting another student to physical confinement or restraint, or maliciously taking any action that substantially harms another student's physical or emotional health and safety.
- (3) "HIT LIST" means a list of people targeted to be harmed, using:

- in, on, or over the student's mouth or nose, or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.

Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student by the use of physical barriers. Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

DISCIPLINE ASSIGNMENT, NOTIFICATION, AND APPEALS

ASSIGNMENT	RECOMMENDED OR ASSIGNED BY	NOTIFICATION / DUE PROCESS	APPEAL TO
Detention	Teacher or Campus Administrator	Parent contact and written communication	Principal or designee
In School Suspension	Campus Administrator	Parent contact and/or conference* and written communication	Principal or designee
Out of School Suspension	Campus Administrator	Parent contact and/or conference* and written communication	Principal or designee
Disciplinary Alternative Education Program (ALC) Placement	Campus Administrator	Parent contact, formal conference*, and written communication	Order of Appeal 1. Principal 2. Administrator of Student Discipline and Placement
Expulsion	Administrator of Student Discipline and Placement	Parent contact, formal conference*, and written communication	Order of Appeal 1. Assistant Superintendent of Secondary Education Executive Director of Student Programs 2. Board Review

*When a student with a special education disability requires restraint, TEA Commissioners Rules are followed.

TRANSPORTATION

BUS STOP CONDUCT

Parents are responsible for supervision of their children at the bus stop area prior to bus arrival, while students are boarding, and after the bus departs from dropping off students. **Parents are NOT permitted to board busses without expressed permission from Transportation. Parents shall not use profanity in discussions with the bus driver at the stop. If you have any concerns, please call Transportation.**

TRANSPORTATION LOCATION	TRACK	PHONE
Rosenberg Transportation	Maroon, Blue, Red, Silver	832-223-0289
Fulshear Transportation	Gold, Purple	832-223-0551

REMOVAL FROM THE REGULAR EDUCATIONAL SETTING

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

ROUTINE REFERRAL

A routine referral occurs when a teacher refers a student to the principal's office as a discipline management technique. The administrator may then employ additional techniques.

FORMAL REMOVAL

A teacher or administrator may remove a student from class for a behavior that violates this Code to maintain effective discipline in the classroom. A teacher may also initiate a formal removal from class if:

1. The student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach his or her class or with the student's classmates' ability to learn; or
2. The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

A teacher or administrator may remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion will be followed. Otherwise, within three school days of the formal removal, the appropriate administrator will schedule a conference with the student's parent; the student; the teacher, in the case of removal by a teacher; and any other administrator.

At the conference, the appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The administrator shall give the student an opportunity to give his or her version of the incident.

When a student is removed from the regular classroom by a teacher and a conference is pending, the principal may place the student in:

- Another appropriate classroom.
- In-school suspension.
- Out-of-school suspension.
- DAEP

A teacher or administrator must remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

RETURNING STUDENT TO CLASSROOM

When a student has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, or aggravated sexual assault, ~~murder, capital murder, or criminal attempt to commit murder or capital murder~~, the student may not be returned to the teacher's class without the teacher's consent.

When a student has been formally removed by a teacher for any other conduct, the student may be returned to the teacher's class without the teacher's consent, if the placement review committee determines that the teacher's class is the best or only alternative available.

- Using any speech or committing any act to further the interest of any gang or gang activity such as soliciting membership or engaging in concert with others to intimidate, fight, assault or threaten to assault others.
 - The student meets two (2) or more of the following criteria:
 - admits to gang membership,
 - is involved in gang-related activity
 - is involved in gang-related writings/graffiti
 - presents himself/herself as a gang member by dress or hand gestures.
3. Criminal mischief, not punishable as a felony.
 4. Assault (no bodily injury) with threat of imminent bodily injury.
 5. Assault by offensive or provocative physical contact.
 6. Major offenses as defined by the Code of Conduct Summary.
 7. Under LCISD Policy, but not in accordance to State policy; a student, age six and older, may be placed in a Disciplinary Alternative Education Program if the student commits any of the following offenses on or within 300 feet of school property or while attending a school-sponsored or school related activity on or off school property unless otherwise stated. The student may have received a police citation in regards to this activity. The student may be suspended pending a formal conference:
 - ~~The student engages in two or more fights.~~
 - The student verbally assaults, using profanity directed to any volunteers. This is in accordance when the evidence shows the volunteer did not provoke or instigate the verbal assault. This must happen twice in one school year to be considered for a DAEP placement.
 - The student physically assaults any volunteers. This is in accordance when the evidence shows the volunteer did not provoke or instigate the physical assault.
 - The student verbally or physically threatens any volunteers. This is in accordance when the evidence shows the volunteer did not provoke or instigate the threat.

In accordance with state law, a student may be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see glossary) that the student has engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses involving injury to a person in Title 5 (see glossary) of the Texas Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

The appropriate administrator may, but is not required to, place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct.

MANDATORY PLACEMENT IN DAEP

MISCONDUCT THAT REQUIRES DAEP PLACEMENT

A student must be placed in a DAEP if the student:

1. Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See glossary.)
2. Commits the following offenses on school property or within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
 - Engages in conduct punishable as a felony.
 - Commits an assault (see glossary) under Texas Penal Code 22.01(a)(1).
 - Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of marijuana, a controlled substance, or a dangerous drug in an amount not constituting a felony offense. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does

not violate this provision (School-related felony drug offenses are addressed in the Expulsion section.) (See glossary for “under the influence.”)

- Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol, if the conduct is not punishable as a felony offense. (School-related felony alcohol offenses are addressed in the Expulsion section.)
 - Behaves in a manner that contains the elements of the offense or an offense relating to abusable glue or aerosol paint or relating to abusable volatile chemicals under Sec. 485.031 through 485.035 of Health and Safety Code.
 - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure.
 - Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).
3. Engages in expellable conduct and is between six and nine years of age.
 4. Commits a federal firearms violation and is younger than six years of age.
 5. Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in the Expulsion section of this Code.)
 6. Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see glossary) of the Texas Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
 - The student receives deferred prosecution (see glossary),
 - A court or jury finds that the student has engaged in delinquent conduct (see glossary), or
 - The superintendent or designee has a reasonable belief (see glossary) that the student engaged in the conduct.

If the student subject to removal is a student with disabilities who receives special education services, the placement and/or term of the removal is subject to federal law.

SEXUAL ASSAULT AND CAMPUS ASSIGNMENTS

If a student has been convicted of continuous sexual abuse of a young child or **children disabled individual**, or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus, and if the victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus, the offending student shall be transferred to another campus in the district. If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

PROCESS

Removals to a DAEP shall be made by the designated administrator.

CONFERENCE

When a student is removed from class for a DAEP offense, the appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and the teacher, in the case of a teacher removal.

At the conference, the appropriate administrator shall inform the student, orally or in writing, of the reasons for the removal and shall give the student an explanation of the basis for the removal and an opportunity to respond to the reasons for the removal. Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

CONSIDERATION OF MITIGATING FACTORS

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct, or

- c. Criminal mischief under Penal Code 28.03,
- d. Personal hazing under Penal Code 37.152; or
- e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

MANDATORY EXPULSION

Misconduct That Requires Expulsion

FEDERAL LAW

A student must be expelled for bringing to school a firearm, as defined by federal law, when the offense occurs on school property or while attending a school-sponsored or school-related activity on or off school property: "Firearm" under federal law includes:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive.
2. The frame or receiver of any such weapon.
3. Any firearm muffler or firearm weapon.
4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

PENAL CODE

A student must be expelled for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

1. Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02:
 - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See glossary.) Note: A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus, while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department, or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]
 - A location-restricted knife, as defined by state law. (See glossary.)
2. Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See glossary.)
3. Behaving in a manner that contains elements of the following offenses under the Texas Penal Code:
 - Aggravated assault, sexual assault, or aggravated sexual assault.
 - Arson. (See glossary.)
 - Murder, capital murder, or criminal attempt to commit murder or capital murder.
 - Indecency with a child.
 - Aggravated kidnapping.
 - Aggravated robbery.
 - Manslaughter.
 - Criminally negligent homicide.
 - Continuous sexual abuse of a young child or **children disabled individual**.
 - Behavior punishable as a felony that involves selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol; or committing a serious act or offense while under the influence of alcohol.
4. Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

CHEMICAL DISPENSING DEVICE

A device designed, made, or adapted for the purpose of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

CITATION

An official summons to appear before a court for violation of the Texas Penal Code, Texas Family Code and/or the Texas Education Code.

CLUB

An instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death. A blackjack, mace, and tomahawk are in the same category.

CONTROLLED SUBSTANCE

A substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 1-B, 2, 2- A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

CRIMINAL STREET GANG

Three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

CYBERBULLYING

Defined by Section 37.0832 of the Education Code as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

DAEP

Stands for disciplinary alternative education program, a placement for students who have violated certain provisions of the Student Code of Conduct.

DATING VIOLENCE

Occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

DEADLY CONDUCT

Occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

DEFERRED ADJUDICATION

An alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

DEFERRED PROSECUTION

May be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

DELINQUENT CONDUCT

Conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

DETENTION

For minor infractions of the code of conduct or other policies and regulations, teachers may detain students after school hours. Before assigning students to detention, the teacher shall inform the student of the conduct that allegedly constitutes the violation, and the student shall be given an opportunity to explain his/her version of the incident. When detention is used, notice shall first be given to the student's parent or legal guardian to inform the parent of the reason for detention and permit arrangements for the necessary transportation of the student. Except in the case of a student who is 18 or older, the detention shall not begin until the parent has been notified. The student's parent or guardian, if the student is a minor, may be required to provide transportation when the student has been assigned to detention.

DISCRETIONARY

Means that something is left to or regulated by a Local decision maker.

E-CIGARETTE

Means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

EOC ASSESSMENTS

End-of-course tests, which are state-mandated, and are part of the STAAR program. Successful performance on EOC assessments will be required for graduation beginning with students in grade 9 during the 2011-12 school year. These exams will be given in English I, English II, Algebra I, Biology, and United States History.

EXPLOSIVE WEAPON

Any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

EXPULSION

A denial of educational privileges of a student based upon misconduct defined in the student code of conduct. The Superintendent of Schools has been authorized to expel students from school. An expulsion is appealable to the Board of Education. Expelled students are assigned and required to attend a Disciplinary Alternative Education Program.

FALSE ALARM OR REPORT

Occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

FERPA

Refers to the federal Family Educational Rights and Privacy Act that grants specific privacy protections to student records. The law contains certain exceptions, such as for directory information, unless a student's parent or a student 18 or older directs the school not to release directory information.

Firearm-Silencer

Any device designed, made, or adapted to muffle the report of a firearm.

FIREARM

Is defined by federal law (18 U.S.C. 921(a)) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such weapon;
3. Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable firearm; or

4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

Graffiti

Markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

HARRASSMENT includes:

- 1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);**
- 2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2); or**
- 3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:0.**
 - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;**
 - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;**
 - c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;**
 - d. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another; and**
 - e. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law.**

HAZING

Hazing is defined by Section 37.151 of the Education Code as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in an student organization if the act meets the elements in Education Code 37.151, including:

1. Any type of physical brutality;
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; and
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

HIT LIST

A list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

IEP

IEP stands for individualized education program and is the written record prepared by the ARD committee for a student with disabilities who is eligible for special education services.

IMPROVISED EXPLOSIVE DEVICE

Defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

PROHIBITED WEAPON under Penal Code 46.05(a) means:

1. The following items unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice:
 - a. An explosive weapon;
 - b. A machine gun;
 - c. A short-barrel firearm;
2. Armor-piercing ammunition;
3. A chemical dispensing device;
4. A zip gun;
5. A tire deflation device;
6. An improvised explosive device; or
7. A firearm silencer, unless classified as a curio or relic by the U.S. Department of Justice or the actor otherwise possesses, manufactures, transports, repairs, or sells the firearm silencer in compliance with federal law.

PUBLIC LEWDNESS

Defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, is reckless about whether another is present who will be offended or alarmed by the act.

PUBLICATIONS

Distribution of written materials is regulated and subject to the following guidelines:

1. Distribution may be limited in order to prevent substantial interference with normal school operation in circumstances where there is evidence that reasonably supports a forecast that disruption will likely result directly from the distribution.
2. Reasonable administrative regulations as to the time, place, and manner of distribution may be prescribed to promote orderly administration of school activities by preventing disruption, but shall not be designed to stifle expression.
3. Content of the material to be distributed shall conform to the following standards:
 - a. Materials that are sexually inappropriate for the age and maturity of the audience or that endorse actions endangering the health and safety of students shall not be distributed.
 - b. Materials may not be forbidden if the specific language objected to may also be found in material that is made available to students through school facilities, i.e., the school library or readings assigned by teacher.
 - c. Libelous material may be prohibited from distribution.
 - d. Publications that criticize Board members or school officials or advocate violation of school rules may be prohibited when there is evidence that reasonably supports a forecast that material and substantial disruption of normal school operations will result from the publication.
 - e. Advocacy directed toward inciting or producing imminent lawless or disruptive action and that is likely to incite or produce such action shall be restricted.
 - f. Hate literature that scurrilously attacks ethnic, religious, or racial groups, and similar irresponsible publications aimed at creating hostility and violence will be banned. Only material that could reasonably support a forecast of material and substantial disruption of normal school operations is affected by this restriction.
4. Prior Review: All students' publications and other written material intended for distribution to students shall be submitted for prior review according to the following procedures:
 - a. Material shall be submitted to the building campus administrator or a designee for review.
 - b. The campus administrator or a designee shall approve or disapprove submitted material within 24 hours of the time the material is received. Failure to act within the 24-hour period shall be interpreted as disapproval.
 - c. The student may appeal disapproval to the Superintendent, who shall decide the appeal within three days of its receipt. Failure of the Superintendent to act within the three-day period shall be interpreted as disapproval.
 - d. The student may appeal disapproval by the Superintendent to the Board. The student shall notify the Superintendent of the appeal and request the matter be placed on the agenda for the next Board meeting. At that Board meeting, the student shall be given a reasonable period of time to present his/her view.
5. Each school campus shall designate an area where materials over which the school does not exercise control, but that have been approved for distribution to students, may be made available to students or distributed to students in accordance with the time, place and manner of restrictions developed and approved by the campus principal. (Policy FMA-Local)

- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or **children disabled individual** under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04 ;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09, [See FOC (EXHIBIT).]

UIL

Refers to the University Interscholastic League, the statewide voluntary nonprofit organization that oversees educational extracurricular academic, athletic, and music contests.

UNDER THE INFLUENCE

Lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the influence" need not be legally intoxicated to trigger disciplinary action.

USE

Voluntarily introducing into one's body, by any means, a prohibited substance.

ZIP Gun

A device or combination of devices, not originally a firearm, but adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

**CONSIDER APPROVAL FOR RENEWAL OF
AN OPTIONAL FLEXIBLE SCHOOL DAY PROGRAM**

RECOMMENDATION:

That the Board of Trustees approve a continuation of the Optional Flexible School Day Program (OFSDP) that has been piloted jointly between our high schools and 1621 Place.

IMPACT/RATIONALE:

The OFSDP/1621 program offers flexible hours of attendance for students in grades 9- 12 who are at-risk of not graduating. The goal of the program is to target students who are unable to attend school in a traditional setting. Students from any high school in the district may apply for enrollment if they at-risk of not graduating. Existing funding sources (State Compensatory Education and Title I) have partially covered the cost of the program. Approval of this application will allow students to generate attendance funds which will offset any remaining costs.

BACKGROUND INFORMATION:

As Lamar CISD seeks to meet the academic needs of all students, it becomes necessary to implement different approaches to meet diverse needs. Economic factors or family issues sometimes prevent students from attending a traditional program. OFSDP offers the District flexibility to create an educational setting that meets the changing time constraints of some of our most at-risk secondary students.

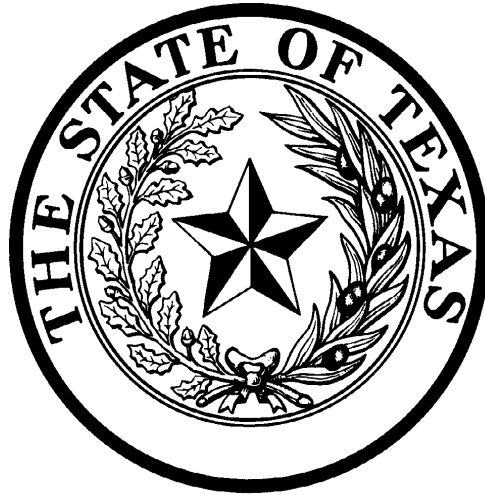
Submitted by: Dr. Terri Mossige, Chief Learning Officer
 Dr. Andree Osagie, Area Superintendent

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

Texas Education Agency



APPLICATION

Updated May 2021

Optional Flexible School Day Program (OFSDP)

_____ School Year

ELIGIBLE APPLICANTS: The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted annually to the TEA for approval.

Definition of Program Provisions

Eligible Students

A student is eligible to participate in an optional flexible school day program (OFSDP) authorized under the Texas Education Code [\(TEC\) §29.0822](#), if:

1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the [TEC, §29.081](#); or
 - the student is attending a campus implementing an approved innovative campus plan; or
 - the student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#); or
 - the student is attending a campus with an approved early college high school program designation as defined by the [TEC, §29.908](#); or
 - the student, as a result of attendance requirements under the [TEC, §25.092](#), will be denied credit for one or more classes in which the student has been enrolled.

and

2. there is an agreement in writing to the student's participation
 - by the student, if the student is over 18 years of age; or
 - by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

Assessment

The student must take the required state assessments specified under the [TEC, §39.023](#), during the regularly scheduled assessment calendar.

Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the [TEC, §29.0822](#), may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in average daily attendance (ADA) for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

Board Approval

The board of trustees of a school district must include the OFSDP as an item on a regular agenda for a board meeting. Board of trustees of a school district must discuss the progress of the program before approving the program and applying to operate an OFSDP (see Appendix Two).

Continuation or Revocation of Program Authorization

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

Reporting Requirements

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Provisions of Agreement

Article I – Parties to Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the “TEA,” and

(Legal Name of School District or Open-Enrollment Charter School)

located at

(Physical Address)

hereinafter referred to as “district.”

Article II – Period of Agreement

The period of the agreement, as detailed by participating campus in **Appendix 5**, is for a maximum of one (1) school year plus an additional thirty (30) school days if the district is applying for credit recovery. **Note that the agreement term is subject to annual renewal.**

Article III – Purpose of Agreement

The district must perform all the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

Article IV – Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Article V – General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an “X” beside it:

- Appendix One, Assurances
- Appendix Two, Board Approval
- Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach PDF File)
- Appendix Four, Contact Sheet
- Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach Excel File)

Article VI – Application Process

- For questions or assistance regarding this application, email opfex@tea.texas.gov or call 512-463-9294.
- Applications should be submitted 30 days prior to the start of the program. Start date(s) on Appendix 5 should be at least thirty (30) days after the application is submitted.
- Applications submitted by July 15th should be approved by August 15th.
- Email the complete application and attachments to: opfex@tea.texas.gov.
- Email subject line should indicate: OFSDP Application - District Name, County District Number

Article VII – Agreement

AGREED and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name _____ Authorized Signature _____
Typed Title _____

Appendix One Assurances

The definition of terms of the application applies to this Appendix One, Assurances. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX ONE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the [TEC, §29.081](#); or
 - the student is attending a campus implementing an approved innovative campus plan; or
 - the student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#); or
 - the student is attending a campus with an approved early college high school program designation as defined by the [TEC, §29.908](#); or
 - the student, as a result of attendance requirements under the [TEC, §25.092](#), will be denied credit for one or more classes in which the student has been enrolled.

and

2. there is an agreement in writing to the student’s participation
 - by the student, if the student is over 18 years of age; or
 - by the student and the student’s parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. to ensure all instructional materials and facilities are comparable or exceed the required standards for students in similar programs;
3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
4. to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;
5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);
6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
7. to track the number of minutes the student receives instruction each day and to comply with applicable sections of the [Student Attendance Accounting Handbook](#).

8. to comply with all reporting requirements established by the TEA;
9. not to discriminate based on disability, race, color, national origin, religion, or sex; and
10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

AGREED and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Name, Title, and Telephone Number of School Board President

Signature of SchoolBoard President

Date

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School

Date

Appendix Two
Board Approval

The definition of terms of the application applies to this Appendix Two, Board Approval. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX ONE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item on the agenda** concerning the proposed application.
2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

The proposed OFSDP application was on the agenda and discussed at the board meeting conducted on:

Month: _____

Day: _____

Year: _____

Time: _____

Location: _____

AGREED and accepted on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Name, Title, and Telephone Number of School Board President

Signature of School Board President

Date

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School

Date

Appendix Three Attendance and Compliance Procedures of Proposed Program

The definition of terms of the application applies to this Appendix Three, Attendance Procedures of Proposed Program. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

PAGE LIMIT: SUBMIT A SEPARATE PDF TO CONCISELY PROVIDE THE INFORMATION BELOW, LABELED WITH THE CORRESPONDING NUMBER, FOR APPENDIX THREE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

1. Indicate the expected start date of the district’s OFSDP.
2. Indicate the estimated number of OFSDP students that will be served per teacher.
3. **If** the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the [Student Attendance Accounting Handbook](#).
4. OFSDP requires a teacher of record to record the actual number of students’ instructional minutes on any given day. Explain the following:
 - a. How the classroom teacher will verify the number of instructional minutes a student receives each day.
 - b. How the district will make sure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
 - c. How the district will ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present x 240).
 - d. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the [Student Attendance Accounting Handbook](#).
 - e. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-week attendance reporting period.

NOTE: absences and days present do not exist in the OFSDP

5. **If** students are attending a community-based dropout recovery education program offered online as defined by TEC, §29.081 (e-2), must include the following:
 - a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.
 - b. Describe the individual learning plan or process used to monitor each student’s progress.
 - c. Indicate how students will be served by an academic coach and local advocate.
 - d. Indicate the date of the month that monthly student progress reports will be provided to the student’s school district.
 - e. Describe the educational software utilized and explain how the software will track and certify the number of instructional minutes each student receives each day.

Appendix Four Contact(s) Sheet

The definition of terms of the application applies to this Appendix Four, Contact Sheet. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement:

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX FOUR, CONTACT SHEET. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

District Contact(s) for the Application

Contact Name:	
District Superintendent or Charter School Chief Operations Officer:	
Mailing Address:	
City, State, Zip Code:	
Telephone Number:	
Alternate Telephone Number:	
Fax Number:	
Email Address:	

Contact Name:	
Email Address:	

Contact Name:	
Email Address:	

Contact Name:	
Email Address:	

NOTE: Most of the contact for the approved OFSDP is done via email. A valid email address(es) must be submitted on this form. Provide the full name(s) of the person(s) who is (are) the email contact(s) to ensure that the TEA has accurate information.

Appendix Five
Participating Campuses, Student Eligibility, and Period of Agreement

The definition of terms of the application applies to this Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement:

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX FIVE, PARTICIPATING CAMPUSES, STUDENT ELEGIBILITY, AND PERIOD OF AGREEMENT. ALL INFORMATION REQUESTED MUST BE INCLUDED ON THIS TEMPLATE AND SUBMITTED IN A SEPARATE EXCEL FILE.

Download and complete Appendix 5, which can be found on the [OFSDP webpage](#) under the *Applications and Templates* section.

Once completed, email the following to OPFLEX@tea.texas.gov:

1. The application (in PDF file format)
2. Appendix Three (in PDF file format)
3. Appendix Five (in MS Excel file format)

Appendix III – Attendance and Compliance Procedures of Proposed Program

1. It is anticipated that no more than 15 students will be served per teacher.

2. Not Applicable

3.

a. All students participating the Lamar CISD OFSDP will be afforded flexible morning and afternoon scheduling, both outside and within traditional district operating hours. All student attendance will be tracked electronically through the District's student information system – Skyward.

b. Students that do not attend the minimum 45 minutes per day will be counted absent for each section / period assigned.

c. All OFDSP students will be assigned an ADA code of 7 or 8, as appropriate per the Student Attendance Accounting Handbook, once they are admitted to the program via an application process. Each student will be assigned a section / period in the student information system to afford the calculation of total minutes for the school year.

d. All teachers will be required to enter attendance data into the student information management system for each section / period the student is present during the assigned school day.

e. Teachers shall review and sign a paper copy of all attendance records each six weeks. Copies of the attendance records shall be maintained by the program administrator for the purposes of internal and external audit.

4. Not Applicable

Optional Flexible School Day Program (OFSDP)

School Year 2021-2022

(Updated May 2021)

District Number
079901

District and Campus	Campus Name	ELIGIBILITY DESIGNATION							Estimated Total Students	School Year Period of Agreement (Reported in TSDS PEIMS Summer Collection 3)				Credit Recovery - Designation 5 only (Reported in TSDS PEIMS Extended Collection 4)			
		1	2	3	4	5	6	7		Start Date	End Date	Proposed Days: SUMTWTWFS	Minutes Per Day	Start Date	End Date	Proposed Days: SUMTWTWFS	Minutes Per Day
079901001	LAMAR CONS H S	1				5			15	9/20/2021	5/27/2022	MTWTFH	240	6/6/2022	7/1/2022	MTWTFH	240
079901002	B F TERRY H S	1				5			15	9/20/2021	5/27/2022	MTWTFH	240	6/6/2022	7/1/2022	MTWTFH	240
079901003	FOSTER H S	1				5			15	9/20/2021	5/27/2022	MTWTFH	240	6/6/2022	7/1/2022	MTWTFH	240
079901009	GEORGE RANCH H S	1				5			15	9/20/2021	5/27/2022	MTWTFH	240	6/6/2022	7/1/2022	MTWTFH	240
079901010	FULSHEAR H S	1				5			15	9/20/2021	5/27/2022	MTWTFH	240	6/6/2022	7/1/2022	MTWTFH	240
079901011	DR THOMAS E RANDLE H S	1				5			7	9/20/2021	5/27/2022	MTWTFH	240	6/6/2022	7/1/2022	MTWTFH	240

Optional Flexible School Day Program (OFSDP)

School Year 2021-2022

(Updated May 2021)

District Number
079901

District and Campus	Campus Name	ELIGIBILITY DESIGNATION							School Year Period of Agreement (Reported in TSDS PEIMS Summer Collection 3)			Credit Recovery - Designation 5 only (Reported in TSDS PEIMS Extended Collection 4)				
		1	2	3	4	5	6	7	Start Date	End Date	Proposed Days: SUMTWTWHS	Minutes Per Day	Start Date	End Date	Proposed Days: SUMTWTWHS	Minutes Per Day
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Optional Flexible School Day Program (OFSDP)

School Year 2021-2022

(Updated May 2021)

District Number
079901

District and Campus	Campus Name	ELIGIBILITY DESIGNATION							School Year Period of Agreement (Reported in TSDS PEIMS Summer Collection 3)			Credit Recovery - Designation 5 only (Reported in TSDS PEIMS Extended Collection 4)				
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Optional Flexible School Day Program (OFSDP)

School Year 2021-2022

(Updated May 2021)

District Number
079901

District and Campus	Campus Name	ELIGIBILITY DESIGNATION							School Year Period of Agreement (Reported in TSDS PEIMS Summer Collection 3)			Credit Recovery - Designation 5 only (Reported in TSDS PEIMS Extended Collection 4)					
		1	2	3	4	5	6	7	Start Date	End Date	Proposed Days: SUMTWTWHS	Minutes Per Day	Start Date	End Date	Proposed Days: SUMTWTWHS	Minutes Per Day	
		1 = TEC §29.081 At-Risk Students 2 = TEC §25.092 Minimum Attendance 3 = TEC §29.908 Early College HS 4 = TEC §39A Campus Turnaround Plan 5 = Credit Recovery 6 = TEC §29.081 (e-1) Campus Dropout Recovery 7 = TEC §29.081 (e-2) Online Dropout Recovery							Estimated Total Students								
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Optional Flexible School Day Program (OFSDP)

School Year 2021-2022

(Updated May 2021)

079901

District Number

District and Campus	Campus Name	ELIGIBILITY DESIGNATION							School Year Period of Agreement (Reported in TSDS PEIMS Summer Collection 3)			Credit Recovery - Designation 5 only (Reported in TSDS PEIMS Extended Collection 4)				
		1	2	3	4	5	6	7	Start Date	End Date	Proposed Days: SUMTWTWHS	Minutes Per Day	Start Date	End Date	Proposed Days: SUMTWTWHS	Minutes Per Day
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Optional Flexible School Day Program (OFSDP)

School Year 2021-2022

(Updated May 2021)

079901

District Number	Campus Name	ELIGIBILITY DESIGNATION							School Year Period of Agreement (Reported in TSDS PEIMS Summer Collection 3)			Credit Recovery - Designation 5 only (Reported in TSDS PEIMS Extended Collection 4)				
		1 = TEC §29.081 At-Risk Students	2 = TEC §25.092 Minimum Attendance	3 = TEC §29.908 Early College HS	4 = TEC §39A Campus Turnaround Plan	5 = Credit Recovery	6 = TEC §29.081 (e-1) Campus Dropout Recovery	7 = TEC §29.084 (e-2) Online Dropout Recovery	Start Date	End Date	Proposed Days: SUMTWTWFS	Minutes Per Day	Start Date	End Date	Proposed Days: SUMTWTWFS	Minutes Per Day
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Optional Flexible School Day Program (OFSDP)

School Year 2021-2022

(Updated May 2021)

District Number
079901

District and Campus	Campus Name	ELIGIBILITY DESIGNATION							School Year Period of Agreement (Reported in TSDS PEIMS Summer Collection 3)			Credit Recovery - Designation 5 only (Reported in TSDS PEIMS Extended Collection 4)				
		1	2	3	4	5	6	7	Start Date	End Date	Proposed Days: SUMTWTWHS	Minutes Per Day	Start Date	End Date	Proposed Days: SUMTWTWHS	Minutes Per Day
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Optional Flexible School Day Program (OFSDP)

School Year 2021-2022

(Updated May 2021)

District Number
079901

District and Campus	Campus Name	ELIGIBILITY DESIGNATION							School Year Period of Agreement (Reported in TSDS PEIMS Summer Collection 3)			Credit Recovery - Designation 5 only (Reported in TSDS PEIMS Extended Collection 4)					
		1	2	3	4	5	6	7	Start Date	End Date	Proposed Days: SUMTWTWHS	Minutes Per Day	Start Date	End Date	Proposed Days: SUMTWTWHS	Minutes Per Day	
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**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 updated Interagency Program Agreement between Lamar Consolidated Independent School District and the Health and Human Services Commission (HHSC) on behalf of its facility the Richmond State Supported Living Center (RSSLC) for the 2021-2022 school year with an addition of a two-year automatic renewal 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. The 2020-21 school year was an exception and we did not enroll any students. Current revenue to educate these students includes special education contact hours and special education 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 Learning Officer
Tiffany Mathis, Executive Director of Special Education

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**INTERAGENCY MEMORANDUM OF AGREEMENT
BETWEEN
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
AND
TEXAS HEALTH AND HUMAN SERVICES
RICHMOND STATE SUPPORTED LIVING CENTER**

This Memorandum of Agreement (the **Agreement**) is entered between the Lamar Consolidated Independent School District (**District**), acting by and through its Board of Trustees, and the Health and Human Services Commission (**HHSC**), for and on behalf of its facility the Richmond State Supported Living Center, each a "**Party**" and collectively the "**Parties**."

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

WHEREAS, the District and the HHSC mutually recognize that the Memorandum of Agreement between them as incorporated into Texas Administrative Code Title 40, Part 1, Chapter 72, Subchapter N, Rule 75.5003 and Title 19, Part 2, Chapter 89, Subchapter AA, Division 3, Rule 89.1115; and

WHEREAS, that Memorandum of Agreement establishes the respective responsibilities of school districts and of residential facilities for the provision of a free appropriate public education, as required by the Individuals with Disabilities Education Act (20 USC §1400 et seq.) and its subsequent amendments, including each requirement for children with disabilities who reside in those facilities

NOW, THEREFORE, for and in consideration of these premises and in future consideration of the matters hereinafter set forth, the District and HHSC 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 RICHMOND STATE SUPPORTED
LIVING CENTER**

The following will act as the designated Representative authorized to administer activities including, but not limited to, notices, consents, approvals, requests, or other general communications provided for or permitted to be given under this Agreement. The designated Party Representatives are:

District

Staff at the student's zoned campus

HHSC

Cynthia Fannin

Either Party may change its designated Representative by providing written notice to the other Party at least ten calendar days prior to the change.

- 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 Student(s) 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 HHSC and District services.
- C. Provide care, active treatment, and other customary services, as deemed appropriate by HHSC and/or the Richmond 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 HHSC 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 the Richmond State Supported Living Center and District personnel, provide locked cabinets for the storage of

- 3. 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 the Richmond State Supported Living Center.
- E. Communicate necessary information regarding client care and treatment daily or as needed to District staff.
 - F. Provide transportation of Students to and from the classroom and the Student's living quarters to on-campus classes.
 - G. 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.
 - H. 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 Richmond State Supported Living Center and the campus designee of the Director of Special Education at the District.
 - I. Follow all federal and state requirements governing the development and implementation of the IPP, State Supported Living Center and HHSC policy, and mutually agreed upon guidelines for the implementation of this Agreement.

III.

RESPONSIBILITIES OF THE DISTRICT

- A. Make available to HHSC and the Richmond 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 Richmond 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 HHSC campus, Center Based classes on HHSC 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 IEP of active treatment.
- F. Communicate necessary information regarding Student education daily or as needed to HHSC staff.
- G. Provide related services that the ARD/IEP Committees 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
- H. Inform State Supported Living Center regarding District attendance policies. Minimize removal from instruction, enacting emergency removal only for health and safety reasons.
- I. 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.

ADDITIONAL TERMS AND CONDITIONS.

Consultations Between Parties. It is understood that after the execution of the agreement, the parties may determine that guidelines in furtherance of the agreement are needed. In that case, representatives of the District and representatives of HHSC from the Richmond State Supported Living Center may meet to formulate guidelines and procedures to be used to fully implement this Agreement.

V.

LIMITATIONS

- A. 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, or as maybe required under federal or state law. The District assumes no responsibility for Student(s) upon dismissal from residence at the Richmond State Supported Living Center, unless the Student is or becomes a resident of the District.

- B. No Partnership or Joint Venture. The Parties agree that nothing herein shall be deemed to create an association, partnership, or joint venture between HHSC and the District, but is intended solely to guide the relationship between the Parties. Each Party shall pay the cost of its participation in this Agreement without cost to or reimbursement by the other Party, unless required under the terms of this Agreement or mandated by federal or state law.
- C. Amendments and Assignments. This Agreement may be amended as needed to address changes in statutes, rules, agency policies, or mitigating circumstances by written amendment signed by the Parties. This Agreement cannot be assigned to another party without written consent of each Party, except assignment to a successor-in-interest state agency is automatic.
- D. Force Majeure. Neither Party shall be liable to the other for any delay in, or failure of performance of, any requirement included in this Agreement caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome.
- E. Public Information Act. Information, documentation, and other material related to this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “**Public Information Act**” or “**PIA**”). In accordance with Section 2252.907 of the Texas Government Code, District is required to make any information created or exchanged with HHSC pursuant to this Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to HHSC.
- F. Sovereign Immunity. No provision of this Agreement is in any way intended to constitute a waiver by HHSC or the District of any immunities from suit or from liability that HHSC or the District may have by operation of law.
- G. Governing Law and Venue. The Parties agree that this Agreement in all respects shall be governed by and constructed in accordance with the laws of the state of Texas, except for its provisions regarding conflicts of laws. The venue of any suit sought in connection with terms and conditions of this agreement is fixed in any court of competent jurisdiction in Travis County, Texas, unless mandated otherwise by statute.
- H. Counterparts and Signatures. The Parties may sign this Agreement in counterparts, each of which will be deemed an original but all of which together will constitute one document. Electronically transmitted signatures will be deemed originals for all purposes relating to this Agreement.
- I. Entire Agreement. This Agreement contains all the terms and provisions between HHSC

and the District relating to the matters set forth herein and no prior or contemporaneous agreement or understanding pertaining to the same, including, without limitation, any electronic mail correspondence between the Parties in connection with this Agreement, shall be of any force or effect.

VI.

TERM AND TERMINATION

This Agreement shall be effective beginning August 2021, and terminated on August 2022. Thereafter, this Agreement shall **automatically renew for two successive two-year terms**, unless either Party gives the other Party at least 60 calendar days' advance written notice of its intent not to renew. Additionally, this Agreement may be terminated early by either Party upon providing 90 calendar days' advance written notice to the other Party.

VII.

CONFIDENTIALITY

The District and HHSC 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. Additionally, District certifies that it is, and shall remain for the term of this Agreement, in compliance with all applicable state and federal laws and regulations with respect to privacy, security, and breach notification in accordance with the Texas HHS Data Use Agreement (Governmental Entity Version 8.5) attached as **Attachment A** and incorporated into this Agreement by reference.

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 _____, _____ been executed by a representative of HHSC duly acting upon his/her delegated authority from the Executive Commissioner: and

- b) It has on the _____ day of _____, _____ 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.

Lamar Consolidated Independent School District

Health and Human Services Commission

By: _____
Dr. Roosevelt Nivens, Superintendent

By: _____
Erin Knight, Director, Richmond State Supported Living Center

Date of Execution: _____

Date of Execution: _____

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 ADOPTION OF 2021 - 2022 BUDGETS

RECOMMENDATION:

That the Board of Trustees consider adoption of the 2021 - 2022 General Operating, Child Nutrition, and Debt Service Fund budgets*, at the function level, in the following amounts, as presented:

General Operating Fund	\$375,276,230.
Child Nutrition Fund	\$ 17,543,599.
Debt Service Fund	\$ 82,183,988.

*Amount subject to change as final calculations are ongoing.

IMPACT/RATIONALE:

The budgets will be presented at a Public Hearing on August 19, 2021. Budget approval is requested at the function level instead of the line item or object level.

PROGRAM DESCRIPTION:

The Texas Education Code requires school districts to prepare a budget by August 20th each year. The Texas Education Agency further requires that the budget be adopted by the Board of Trustees by August 31st of each year. Prior to adoption, notice must be given, in a newspaper published within the District, of a meeting ten (10) days prior to the date of the meeting to allow any taxpayer of the District to attend and address the Board of Trustees regarding the proposed budget. These requirements have been met.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**CONSIDER ADOPTION, BY ORDINANCE, THE 2021 TAX RATE
FOR THE 2021-22 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees consider adoption, by ordinance, the 2021 tax rate.

IMPACT/RATIONALE:

A total tax rate of \$1.2420 (per \$100 valuation) is needed to fund the 2021-22 General Fund and Debt Service Fund budgets that are being presented to the Board of Trustees on August 19, 2021. This rate is 2.71 cents (\$0.0271) less than the current 2020 tax rate.

The Maintenance and Operations (M&O) component of the tax rate will be \$0.8720 per one hundred dollars of valuation, and the Debt Service component of the tax rate will be \$0.37 per one hundred dollars of valuation.

Upon adoption, the attached Ordinance will be submitted to the Fort Bend County Tax Assessor-Collector for assessment and collection.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

ORDINANCE SETTING TAX RATE

FOR THE TAX YEAR 2021 (SCHOOL YEAR 2021-22)

Date: August 19, 2021

On this day, we, the Board of Trustees of the Lamar Consolidated Independent School District, hereby levy or set the tax rate for the District for the tax year 2021 at a total tax rate of \$1.2420 per \$100 valuation, to be assessed and collected by the duly specified assessor and collector as follows:

\$0.8720 for the purpose of maintenance and operations, and

\$0.37 for the purpose of payment of principal, interest, and related costs on debts.

Such taxes are to be assessed and collected by the tax officials designated by the District.

IN CERTIFICATION THEREOF:

Signed: _____
President

Attest: _____
Secretary

Seal:

CONSIDER APPROVAL OF 2021-2022 COMPENSATION PLAN

RECOMMENDATION:

That the Board of Trustees consider approval of the 2021-2022 Compensation Plan, as presented.

IMPACT/RATIONALE:

Funds will be included in the 2021-2022 budget, as per direction from the Board of Trustees, for each classification of employee outlined in the plan. The Compensation Plan reflects salary information for the 2021-2022 school year.

PROGRAM DESCRIPTION:

Each year the administration prepares the Compensation Plan for approval by the Board of Trustees. This plan represents all pay information including salary supplements and guest instructor pay.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
Dr. Kathleen Bowen, Chief Human Resources Officer

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2021-22 COMPENSATION PLAN
TEACHERS**

Base Salary

10 - Month Salary Minimum: \$59,500

Continuing teachers will receive a \$1,950 increase for 2021-22.

Master's Degree Stipend: \$1,000

Teachers with a Doctorate will receive the Master's Degree Stipend.

Salaries are determined on an individual basis based on each person's creditable years of experience and credentials.

Annual salaries are adjusted for work periods longer than 10 months.

Salary advancement is based on an annual pay raise budget approved by the Board of Trustees and cannot be predicted beyond one year.

This schedule applies to Accelerated Language Program Facilitators, ARD Specialists, Assistive Technology Specialists, Behavior Interventionist, Counselors, CTE Coordinator, Diagnosticians, Early Childhood Curriculum & Family Engagement Specialists, Family Support Specialists, G/T Facilitators, High School Registrars, Instructional Coordinators - Campus, Instructional Coaches, Instructional Facilitators - Special Education, Intervention Specialists, Librarians, Literacy Coach, LOTE Facilitator, Nurses, Occupational Therapists, Orientation & Mobility Specialists, Physical Therapists, Pre-K EL Compliance Facilitator, Project LEARN Parent & Community Facilitator, Reading Interventionist, ROTC Instructors, Sheltered Instruction Professional Development Specialist, Speech Therapists, and Testing Coordinators.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2021-22 COMPENSATION PLAN
ADMINISTRATIVE/PROFESSIONAL**

Pay Grade	Job Title	Minimum	Midpoint	Maximum	
1	Athletic Grounds Coordinator	Daily	\$218.69	\$269.99	\$321.29
	Buyer - Purchasing	230 Days	\$50,299	\$62,098	\$73,897
	Procurement Specialist - Child Nutrition	251 Days	\$54,891	\$67,767	\$80,644
2	Accountant - Bond	Daily	\$260.25	\$321.29	\$382.33
	Bus Discipline Supervisor	187 Days	\$48,667	\$60,081	\$71,496
	Child Nutrition Accountant	191 Days	\$49,708	\$61,366	\$73,025
	Parent Educator	220 Days	\$57,255	\$70,684	\$84,113
	Parent Educator - Campus	230 Days	\$59,858	\$73,897	\$87,936
	Project Field Coordinator	251 Days	\$65,323	\$80,644	\$95,965
	Speech-Language Pathology Assistant				
Staff Accountant					
Student Accounting Specialist					
3	Asst Director - Child Nutrition	Daily	\$314.27	\$387.99	\$461.71
	Asst Director - Finance	197 Days	\$61,911	\$76,434	\$90,957
	Asst Director - Purchasing	220 Days	\$69,139	\$85,358	\$101,576
	Asst Director - Technology Support Services	230 Days	\$72,282	\$89,238	\$106,193
	Budget Analyst - State and Federal Programs				
	Communications Coordinator				
	Executive Director - L.E.A.F.				
	Facilitator - College Career				
	Fleet Services Manager				
	Graphic Arts Manager				
Multimedia Specialist/Videographer					
Operations Manager - Transportation					
Pool Manager					
Server Engineer					
Special Needs Coordinator - Transportation					
Student Assessment Specialist					
Substance Abuse Specialist					
Transportation Site Manager					
4	Asst Director - Operations	Daily	\$329.99	\$407.39	\$484.79
	Asst Director - Transportation	203 Days	\$66,988	\$82,700	\$98,412
	Digital Learning Coach	220 Days	\$72,598	\$89,626	\$106,654
	Digital Learning Specialist	230 Days	\$75,898	\$93,700	\$111,502
	Grant Writer	251 Days	\$82,827	\$102,255	\$121,682
	Recruiter, Human Resources				
Special Projects Coordinator - Title I					
Staffing Specialist					
Web Developer					
5	ABA Therapist - BCBA	Daily	\$346.49	\$427.76	\$509.03
	Asst Principal - ES	208 Days	\$72,070	\$88,974	\$105,878
	Asst Principal - MS	210 Days	\$72,763	\$89,830	\$106,896
	Business Analyst	230 Days	\$79,693	\$98,385	\$117,077
	Database Administrator				
	Network Administrator				
Programmer/Analyst					
Systems Engineer - Server/Storage					

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2021-22 COMPENSATION PLAN
ADMINISTRATIVE/PROFESSIONAL**

Pay Grade	Job Title	Minimum	Midpoint	Maximum
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6
Adult Transition Program Coordinator
Asst Principal, JH
Asst Principal, Special Sites
Behavior Coordinator - Powell Point
Dyslexia Coordinator
Energy Coordinator
Instructional Coordinator, Admin.
MTSS Coordinator
School Safety Coordinator
Special Ed Compliance Coordinator
Student Assessment Coordinator
Student Information System Coordinator

Daily	\$363.81	\$449.15	\$534.49
210 Days	\$76,400	\$94,322	\$112,243
220 Days	\$80,038	\$98,813	\$117,588
230 Days	\$83,676	\$103,305	\$122,933

7
Administrator for Truancy/Dropout Prevention
Asst Principal - HS
Coordinator - Student Accounting
Director - Bilingual/ESL Curriculum & Instructional
Director - College & Career Readiness
Director - Community Relations
Director - Digital Learning
Director - Federal Programs
Director - Gifted & Talented
Director - Human Resources Services - Instructional
Director - Human Resources Services - Operational
Director - Information Services
Director - Network Services
Director - Payroll
Director - Special Education Behavior Supports & Services
Director - Special Education Instructional & Related Services
Director - Staff Development
Director - Technology Support Svc
Police Lieutenant

Daily	\$382.01	\$471.61	\$561.21
210 Days	\$80,222	\$99,038	\$117,854
220 Days	\$84,042	\$103,754	\$123,466
230 Days	\$87,862	\$108,470	\$129,078

8
Administrator - Student Discipline
Assoc. Principal - HS
Asst Director - Athletics
Campus Coordinator/Head Football Coach
Director - Career and Technology
Director - Employee Services & Benefits
Director - Leadership Development
Director - Performing & Visual Arts
Director - Purchasing
Director - Student Services
Principal - Early Childhood
Principal - ES
Principal - MS
Project Manager

Daily	\$401.10	\$495.19	\$589.28
220 Days	\$88,242	\$108,942	\$129,642
230 Days	\$92,253	\$113,894	\$135,534
251 Days	\$100,676	\$124,293	\$147,909

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2021-22 COMPENSATION PLAN
ADMINISTRATIVE/PROFESSIONAL**

Pay Grade	Job Title	Minimum	Midpoint	Maximum																																
9	Director - Athletics Director - Budget & Treasury Director - Child Nutrition Director - Finance Director - Research, Assessment & Accountability Director - Special Education Director - Transportation Executive Director - Staffing & Records Management Police Chief Principal - ALC (DAEP) Principal - JH	<table border="1"> <tr> <td style="text-align: center;">Daily</td> <td style="text-align: right;">\$445.94</td> <td style="text-align: right;">\$537.28</td> <td style="text-align: right;">\$628.62</td> </tr> <tr> <td style="text-align: center;">220 Days</td> <td style="text-align: right;">\$98,107</td> <td style="text-align: right;">\$118,202</td> <td style="text-align: right;">\$138,296</td> </tr> <tr> <td style="text-align: center;">230 Days</td> <td style="text-align: right;">\$102,566</td> <td style="text-align: right;">\$123,574</td> <td style="text-align: right;">\$144,583</td> </tr> </table>	Daily	\$445.94	\$537.28	\$628.62	220 Days	\$98,107	\$118,202	\$138,296	230 Days	\$102,566	\$123,574	\$144,583	<table border="1"> <tr> <td style="text-align: center;">Daily</td> <td style="text-align: right;">\$526.21</td> <td style="text-align: right;">\$633.99</td> <td style="text-align: right;">\$741.77</td> </tr> <tr> <td style="text-align: center;">230 Days</td> <td style="text-align: right;">\$121,028</td> <td style="text-align: right;">\$145,818</td> <td style="text-align: right;">\$170,607</td> </tr> </table>	Daily	\$526.21	\$633.99	\$741.77	230 Days	\$121,028	\$145,818	\$170,607	<table border="1"> <tr> <td style="text-align: center;">Daily</td> <td style="text-align: right;">\$552.53</td> <td style="text-align: right;">\$665.69</td> <td style="text-align: right;">\$778.85</td> </tr> <tr> <td style="text-align: center;">230 Days</td> <td style="text-align: right;">\$127,082</td> <td style="text-align: right;">\$153,109</td> <td style="text-align: right;">\$179,136</td> </tr> <tr> <td style="text-align: center;">251 Days</td> <td style="text-align: right;">\$138,685</td> <td style="text-align: right;">\$167,088</td> <td style="text-align: right;">\$195,491</td> </tr> </table>	Daily	\$552.53	\$665.69	\$778.85	230 Days	\$127,082	\$153,109	\$179,136	251 Days	\$138,685	\$167,088	\$195,491
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10	Principal - HS	<table border="1"> <tr> <td style="text-align: center;">Daily</td> <td style="text-align: right;">\$671.02</td> <td style="text-align: right;">\$798.83</td> <td style="text-align: right;">\$926.63</td> </tr> <tr> <td style="text-align: center;">230 Days</td> <td style="text-align: right;">\$154,335</td> <td style="text-align: right;">\$183,731</td> <td style="text-align: right;">\$213,125</td> </tr> </table>	Daily	\$671.02	\$798.83	\$926.63	230 Days	\$154,335	\$183,731	\$213,125	<table border="1"> <tr> <td style="text-align: center;">Daily</td> <td style="text-align: right;">\$671.02</td> <td style="text-align: right;">\$798.83</td> <td style="text-align: right;">\$926.63</td> </tr> <tr> <td style="text-align: center;">230 Days</td> <td style="text-align: right;">\$154,335</td> <td style="text-align: right;">\$183,731</td> <td style="text-align: right;">\$213,125</td> </tr> </table>	Daily	\$671.02	\$798.83	\$926.63	230 Days	\$154,335	\$183,731	\$213,125	<table border="1"> <tr> <td style="text-align: center;">Daily</td> <td style="text-align: right;">\$671.02</td> <td style="text-align: right;">\$798.83</td> <td style="text-align: right;">\$926.63</td> </tr> <tr> <td style="text-align: center;">230 Days</td> <td style="text-align: right;">\$154,335</td> <td style="text-align: right;">\$183,731</td> <td style="text-align: right;">\$213,125</td> </tr> </table>	Daily	\$671.02	\$798.83	\$926.63	230 Days	\$154,335	\$183,731	\$213,125								
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**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2021-22 COMPENSATION PLAN
CLERICAL/PARAPROFESSIONAL**

Pay Grade	Job Title	Minimum	Midpoint	Maximum
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1
Aide - Bilingual/ESL
Aide - Compensatory
Aide - LRC
Aide - Physical Education
Aide - Pre-Kindergarten
Aide - Project LEARN
Aide - Title I
Clerk - Elementary
Clerk - Middle School
Clerk - Secondary
Clerk - Transportation
Lunchroom Monitor

Hourly	\$11.77	\$14.53	\$17.30
177 Days	\$16,666	\$20,574	\$24,497
187 Days	\$17,608	\$21,737	\$25,881
220 Days	\$20,715	\$25,573	\$30,448

2
Aide - Computer Assistance
Aide - Credit Restoration
Aide - Keyboarding
Aide - Sp Ed Resource/Inclusion
Choir - Assistant/Accompanist
Clerk - Monitor (8 hour)
Receptionist - ALC, Campus, M&O, Sped Annex

Hourly	\$12.36	\$15.27	\$18.17
187 Days	\$18,491	\$22,844	\$27,182
199 Days	\$19,677	\$24,310	\$28,927
230 Days	\$22,742	\$28,097	\$33,433

3
Admin Asst - Adult Transition Program Coordinator
Aide - ALC/Special Sites
Aide - Compliance Academic Program (CAP)
Aide - Early Childhood SpEd (ECSE)
Aide - In-School Suspension
Aide - Lead Behavior Specialist
Aide - Social Emotional Support Classroom (SESC)
Aide - Sp Ed Additional Support
Aide - Sp Ed Behavior Specialist
Aide - Structured Learning Classroom (SLC)
Aide - Transition Program
Admin Asst - Sp Ed SS
Clerk - SEMS
Job Coach
Project LEARN Parent Engagement & Literacy Specialist
Receptionist - Central Office
Water Safety Instructor

Hourly	\$13.60	\$16.79	\$19.98
177 Days	\$19,258	\$23,775	\$28,292
187 Days	\$20,346	\$25,118	\$29,890
191 Days	\$20,781	\$25,655	\$30,529
230 Days	\$25,024	\$30,894	\$36,763

4
Admin Asst - Asst Principal HS
Admin Asst - Asst Principal JH
Admin Asst - Counselor
Admin Asst - Federal Programs Director
Admin Asst - Project LEARN
Admin. Asst - Student Support
Aide - Braille & Tactual Materials Specialist
Aide - Liaison for At-Risk Attendance
Aide - Powell Point Program
Aide - Sp Ed Intervener
Clerk - Accounting
Clerk - Attendance 1621
Clerk - Attendance ALC
Clerk - Attendance HS
Clerk - Attendance JH

Hourly	\$14.56	\$17.97	\$21.38
187 Days	\$21,782	\$26,883	\$31,984
192 Days	\$22,364	\$27,602	\$32,840
197 Days	\$22,947	\$28,321	\$33,695
199 Days	\$23,180	\$28,608	\$34,037
207 Days	\$24,111	\$29,758	\$35,405
220 Days	\$25,626	\$31,627	\$37,629
230 Days	\$26,790	\$33,065	\$39,339

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2021-22 COMPENSATION PLAN
CLERICAL/PARAPROFESSIONAL**

Pay Grade	Job Title	Minimum	Midpoint	Maximum
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Clerk - Purchasing
Clerk - Registrar
Registered Behavior Technician
Technician - HR/Employee Benefits

5

Admin Asst - Associate Principal HS
Admin Asst - Asst Director of Operations - Custodial
Admin Asst - Director Gifted & Talented
Admin Asst - Director of Bilingual/ESL
Admin Asst - Director of Community Relations
Admin Asst - Director of CTE
Admin Asst - Director of Digital Learning
Admin Asst - Director of Performing & Visual Arts
Admin Asst - Director of Staff Development
Admin Asst - Director of Technology Support Services
Admin Asst - Payroll Transportation
Admin Asst - Project Manager
Clerk - Accounts Payable
Clerk - Accounts Payable-Bond
Clerk - Accounts Payable-Processing
Clerk - Child Nutrition-Free & Reduced
Clerk - Human Resources
Clerk - Maintenance and Operations
Clerk - Police Department
Clerk - SERS
Common Threads Manager
Data Technician
PEIMS Specialist -Special Education
SHARS/Medicaid Specialist

Hourly	\$17.32	\$21.38	\$25.44
199 Days	\$27,573	\$34,037	\$40,500
230 Days	\$31,869	\$39,339	\$46,810

6

Admin Asst - Budget/Finance - Athletics
Admin Asst - Director of Child Nutrition
Admin Asst - Director of Maintenance & Operations
Admin Asst - Director of Special Education
Admin Asst - Director of Transportation
Admin Asst - Police Chief
Admin Asst - Principal (ALC - ES - ECC - MS - JH)
Admin Asst - Special Sites
Admin Asst - Staff/Scheduling - Athletics
Clerk - Employee Management System
Clerk - Instructional Coordinator - Admin
Clerk - Payroll Compliance/Reporting
Clerk - Payroll Leaves and Absences
Clerk - Payroll (Part-Time)
Clerk - Research /Assessment/Accountability
HR Specialist
Specialist - FFE & Purchasing

Hourly	\$18.18	\$22.44	\$26.70
220 Days	\$31,997	\$39,494	\$46,992
230 Days	\$33,451	\$41,290	\$49,128

7

Admin Asst - Principal HS
Deaf Interpreter
District Translator
Specialist - Accounting Federal/Special Programs
Specialist - Finance
Specialist - Human Resources Support
Specialist - Purchasing

Hourly	\$20.60	\$25.13	\$29.66
210 Days	\$34,608	\$42,218	\$49,829
230 Days	\$37,904	\$46,239	\$54,574

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**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2021-22 COMPENSATION PLAN
CLERICAL/PARAPROFESSIONAL**

Pay Grade	Job Title	Minimum	Midpoint	Maximum
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8
Admin Asst - Area Superintendent
Admin Asst - Executive Director of Facilities & Planning
Admin Asst - Executive Director of Special Education
Admin Asst - Executive Director of Student Programs
Admin Asst - Executive Director of Teaching & Learning
Admin Asst - Executive Director of Technology
Coordinator - Accounts Payable/Cash Management
LVN/Teacher Aide
Specialist - Employee Benefits
Specialist - Employee Benefits/FMLA
Specialist - Employee Benefits/Worker's Comp
Specialist - Payroll

Hourly	\$22.68	\$27.65	\$32.62
187 Days	\$33,929	\$41,364	\$48,800
230 Days	\$41,731	\$50,876	\$60,021

9
Admin Asst - Chief Communications Officer
Admin Asst - Chief Financial Officer
Admin Asst - Chief Human Resources Officer
Admin Asst - Chief Learning Officer
Admin Asst - Chief Operations Officer
Admin Asst - Chief Student Services Officer

Hourly	\$27.31	\$32.91	\$38.50
230 Days	\$50,250	\$60,554	\$70,840

10
Admin Asst - Superintendent & Board of Trustees

Hourly	\$30.86	\$37.18	\$43.50
230 Days	\$56,782	\$68,411	\$80,040

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2021-22 COMPENSATION PLAN
TECHNICAL**

Pay Grade	Job Title	Minimum	Midpoint	Maximum
11	Specialist, Graphic Arts	Hourly: \$12.64 230 Days: \$23,258	\$15.23 \$28,023	\$17.81 \$32,770
12	Printer Specialist, Computer Publications	Hourly: \$14.91 230 Days: \$27,434	\$17.97 \$33,065	\$21.02 \$38,677
13	Mail Center Supervisor Technician, Print Production	Hourly: \$17.60 230 Days: \$32,384	\$21.20 \$39,008	\$24.81 \$45,650
14	AV Technical Specialist Computer Operator Computer Publications Specialist, Lead Help Desk Technician PC Technician II Printer, Lead	Hourly: \$22.00 230 Days: \$40,480	\$26.50 \$48,760	\$31.01 \$57,058
15	Certified Occupational Therapist Assistant Help Desk Manager LVN - Campus Network Technician Technology Support Specialist	Hourly: \$29.48 187 Days: \$44,102 192 Days: \$45,281 230 Days: \$54,243	\$35.51 \$53,123 \$54,543 \$65,338	\$41.55 \$62,159 \$63,821 \$76,452

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2021-22 COMPENSATION PLAN
MANUAL TRADES**

Pay Grade	Job Title	Minimum	Midpoint	Maximum	
1		Hourly	\$11.01	\$13.43	\$15.84
	Crossing Guard	180 Days	\$15,854	\$19,339	\$22,810
	Culinary Helper	230 Days	\$20,258	\$24,711	\$29,146
	Custodian	251 Days	\$22,108	\$26,967	\$31,807
	Laundry Worker				
2		Hourly	\$12.03	\$14.67	\$17.31
	Aide - Bus	180 Days	\$17,323	\$21,125	\$24,926
	Common Threads Worker	187 Days	\$17,997	\$21,946	\$25,896
	Custodian - Lead I	230 Days	\$22,135	\$26,993	\$31,850
	Laundry Worker - Sr	251 Days	\$24,156	\$29,457	\$34,758
	Specialist 1 - Culinary				
	Traffic Control Monitor				
	Warehouse Driver				
3		Hourly	\$13.47	\$16.42	\$19.38
	Asst. Kitchen Manager	180 Days	\$19,397	\$23,645	\$27,907
	Athletic Field Technician	230 Days	\$24,785	\$30,213	\$35,659
	Custodian - Lead II	251 Days	\$27,048	\$32,971	\$38,915
	Floor Care Technician				
	Lawn Works Tech				
	Warehouse Inventory Tech				
	Warehouse Receiving Clerk				
4		Hourly	\$15.42	\$18.81	\$22.20
	Athletic Grounds Crew Leader	251 Days	\$30,963	\$37,770	\$44,578
	Custodian - Lead III				
	Disinfectant Control Technician				
	Floor Care Machine Technician				
	Laundry Worker - Lead				
	Lawn Works - Lead				
	Lawn Works Tech - Sr				
	Mechanic Assistant				
	Playground Technician				
	Pool Technician				
	Warehouse Assistant - Child Nutrition				
5		Hourly	\$16.67	\$20.31	\$23.95
	Custodian, Lead IV	180 Days	\$24,005	\$29,246	\$34,488
	Maintenance Technician	251 Days	\$33,473	\$40,782	\$48,092
	Maintenance Technician, Pool				
	Manager - Child Nutrition Warehouse				
	Manager I - Child Nutrition				
	Mechanic - Lawn Works				
	Mechanic I - Transportation				
	Parts Manager - Transportation				
	Planner/Scheduler				
	Preventive Maintenance Specialist - Transp				
	Preventive Maintenance Tech				
	Vehicle & Equipment Mechanic - M&O				

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2021-22 COMPENSATION PLAN
MANUAL TRADES**

Pay Grade	Job Title	Minimum	Midpoint	Maximum	
6		Hourly	\$19.16	\$23.36	\$27.55
	Bus Operations Specialist	180 Days	\$27,590	\$33,638	\$39,672
	Child Nutrition Maintenance Tech	230 Days	\$35,254	\$42,982	\$50,692
	Concession Stand Manager	251 Days	\$38,473	\$46,907	\$55,320
	Maintenance Technician, Sr - Fire Alarm				
	Manager - Integrated Pest Control				
	Manager II - Child Nutrition				
	Mechanic II - Transportation				
	Training and Safety Coordinator				
7		Hourly	\$23.56	\$28.72	\$33.89
	Security Officer	187 Days	\$35,246	\$42,965	\$50,699
		220 Days	\$41,466	\$50,547	\$59,646
8		Hourly	\$26.17	\$31.88	\$37.60
	Catering Coordinator	199 Days	\$41,663	\$50,753	\$59,859
	Custodial Supervisor	251 Days	\$52,549	\$64,015	\$75,501
	Energy Tech Specialist				
	Lead Mechanic - Transportation				
	Police Officer				
	Supervisor - Child Nutrition				
	Supervisor - M&O Buyer/Inventory Control				
	Supervisor - Maintenance				
	Supervisor - Warehouse				
9		Hourly	\$34.01	\$41.44	\$48.86
	Police Sergeant	251 Days	\$67,288	\$81,987	\$96,665
99		Hourly	\$19.39	\$22.81	\$26.23
	Bus Driver	180 Days	\$27,922	\$32,846	\$37,771
	Dispatcher, Transportation	187 Days	\$29,007	\$34,124	\$39,240
	Flex Driver				

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2021-22 COMPENSATION PLAN
STIPEND SCHEDULE**

Category	Assignment	Level	Stipend
Academics			
	Department Chair		\$1,650
	ELA - HS		\$2,000
	High School Leadership (1 per HS)		\$1,100
	Special Ed. Powell Point Program (Behavior interven, Coord, Counselor, LSSP, Teacher)		\$5,000
	Special Ed - Self-Contained (Behavior Interven, CAP, ECSE, SESC, SLC, Transition Prog)		\$3,000
	Special Olympics Asst Coach (per sport)		\$2,000
	Special Olympics Head Coach (per sport)		\$2,850
	UIL Coordinator	HS/JH	\$1,500
	Newspaper	JH	\$500
	Speech	JH	\$880
	Student Council	JH	\$550
	Theater	JH	\$1,500
	Yearbook	JH	\$500
	Academic Decathlon/Science Olympiad/Star Challenge	HS	\$3,000
	Newspaper	HS	\$1,500
	Speech	HS	\$3,300
	Speech/Debate - Asst	HS	\$550
	Student Council	HS	\$1,500
	Theater	HS	\$5,000
	Theater Asst	HS	\$1,650
	University Interscholastic League (per event)	HS	\$500
	Yearbook	HS	\$1,700
	Elementary UIL Coordinator		\$200
	Elementary UIL District Coordinator		\$1,000
	Elementary UIL Zone Director		\$300

Athletics			
	Basketball - 8th Asst/7th Head/7th Asst	JH	\$2,500
	Basketball - 8th Head	JH	\$2,700
	Campus Coordinator	JH	\$3,000
	Cheer Coach	JH	\$2,500
	Cross Country	JH	\$1,500
	Football - 7th Asst	JH	\$3,500
	Football - 7th Head	JH	\$3,500
	Football - 8th Asst	JH	\$3,500
	Football - 8th Head	JH	\$5,000
	Tennis - Head	JH	\$2,000

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2021-22 COMPENSATION PLAN
STIPEND SCHEDULE**

Category	Assignment	Level	Stipend
	Track - 8th Asst/7th Head/7th Asst	JH	\$2,000
	Track - 8th Head	JH	\$2,300
	Volleyball - 8th Asst/7th Head/7th Asst	JH	\$2,500
	Volleyball - 8th Head	JH	\$2,700
	Assistant Campus Coordinator	HS	\$5,000
	Baseball - Assistant	HS	\$3,000
	Baseball - Varsity Asst	HS	\$4,000
	Baseball - Varsity Head	HS	\$6,500
	Basketball - Assistant	HS	\$4,000
	Basketball - Varsity Assistant	HS	\$5,500
	Basketball - Varsity	HS	\$8,000
	Cheer Coach	HS	\$5,000
	Cheer Coach Assistant	HS	\$3,000
	Cross Country - Varsity	HS	\$5,000
	Equipment Coordinator - Football	HS	\$500
	Football - Assistant	HS	\$7,000
	Football - Offensive/Defensive Coordinator	HS	\$9,500
	Football - Team Coach	HS	\$7,500
	Football - Varsity Asst	HS	\$8,000
	Golf - Assistant	HS	\$3,000
	Golf - Varsity	HS	\$5,000
	Soccer - 2nd Assistant	HS	\$3,000
	Soccer - Asst	HS	\$4,000
	Soccer - Varsity	HS	\$6,500
	Softball - Assistant	HS	\$3,000
	Softball - Varsity	HS	\$6,500
	Softball - Varsity Asst	HS	\$4,000
	Strength & Conditioning	HS	\$1,500
	Swimming/Diving - Asst	HS	\$3,000
	Swimming/Diving - Varsity	HS	\$6,500
	Tennis - Assistant	HS	\$3,000
	Tennis - Varsity Assistant	HS	\$4,500
	Tennis - Varsity	HS	\$6,500
	Track - Assistant	HS	\$3,000
	Track - Varsity Head	HS	\$5,500
	Trainer - Asst	HS	\$9,000
	Trainer - Head	HS	\$11,000
	Video Coordinator	HS	\$500
	Volleyball - Assistant	HS	\$4,800
	Volleyball - Varsity Assistant	HS	\$5,500
	Volleyball - Varsity	HS	\$8,000
	Wrestling - Assistant	HS	\$3,000
	Wrestling - Varsity	HS	\$5,500

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2021-22 COMPENSATION PLAN
STIPEND SCHEDULE**

Category	Assignment	Level	Stipend
Performing Arts			
	Band Assistant	MS	\$5,000
	Band Assistant	JH	\$5,600
	Band Director	JH	\$7,700
	Choir Asst	JH	\$1,750
	Choir Director	JH	\$4,050
	Band Assistant	HS	\$9,000
	Band Director	HS	\$14,500
	Choir Asst	HS	\$3,000
	Choir Director	HS	\$7,000
	Dance Team	HS	\$7,900
	Dance Team Asst	HS	\$4,100
	Orchestra Stipend	HS	\$7,000

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2021-22 COMPENSATION PLAN
STIPEND SCHEDULE**

POSITION	STIPEND
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Other Supplemental Pay

Lead Nurse	\$5,500 / Year
Superintendent's Secretary - Board Meeting	\$4,950 / Year
Diag/LSSP	\$4,000 / Year
Bilingual Certified Teachers, PK-5 Bilingual Program	\$4,000 / Year
Bilingual ESL Coach - Bilingual Campus	\$4,000 / Year
Accelerated Language Program Facilitators	\$3,850 / Year
Speech Therapist with Certificate of Clinical Competence (CCC)	\$3,300 / Year
Dual Credit Counselor	\$3,000 / Year
Principal Mentor	\$3,000 / Year
GROW/POLARIS Project	\$2,500 / Year
Assistive Technology Specialist	\$2,420 / Year
Lead Speech Language - Pathologist	\$2,420 / Year
Lead Diagnostician	\$2,420 / Year
Lead LSSP	\$2,420 / Year
Occupational Therapist	\$2,420 / Year
Physical Therapist	\$2,420 / Year
Speech - Language Pathologist	\$2,420 / Year
Teacher of Visually Impaired Students	\$2,420 / Year
Title I Campus Contact	\$2,400 / Year
Speech Therapist with State Board License	\$2,200 / Year
Lead Speech Path, Supervision Stipend	\$2,200 / Year
Counselor	\$2,200 / Year
Registrar	\$2,200 / Year
Nurse	\$2,200 / Year
Family Support Specialist	\$2,200 / Year
ARD Specialist	\$2,000 / Year
ESL Certified Teachers, PK-5 Dual Language Program	\$1,650 / Year
ESL Coach - ESL Campus	\$1,650 / Year
Speech Therapist with TEA Certification	\$1,100 / Year
Speech Therapy Assistant Supervision Stipend	\$1,100 / Year
After School Detention	\$25.00 / Hour
Bus Driver Certification	Regular Rate
Bus Driver Trainee	\$11.85 / Hour
Child Nutrition Manager Incentive Stipend	\$100-\$1,600 / Performance
Curriculum Writing	\$30.00 / Hour
Extended Day Program	\$25.00 / Hour
Extra Duty Pay (Must meet extra duty pay guidelines)	\$25.00 / Hour
Facility/Gym Supervisor	\$25.00 / Hour
In-Home Training (Certified Teachers)	\$25.00 / Hour
New Teacher Mentors	\$25.00 / Hour

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2021-22 COMPENSATION PLAN
STIPEND SCHEDULE**

POSITION	STIPEND
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Other Supplemental Pay

Night School Administrator	\$35.00 / Hour
Night School Teacher	\$25.00 / Hour
Plato Lab	\$25.00 / Hour
Project LEARN Early Childhood Aide (Part-time)	\$10.00 / Hour
Project LEARN Nurse	\$25.00 / Hour
Project LEARN Teacher (Part-time) Bachelor's Degree	\$25.00 / Hour
SAT/PSAT	\$25.00 / Hour
Saturday Clock Hours - Administrators	\$35.00 / Hour
Saturday Clock Hours - Teachers	\$25.00 / Hour
Sound & Light Technician (Adult Professional)	\$30.00 / Hour
Sound & Light Technician (Trained Student)	\$15.00 / Hour
Staff Development Presenters	\$30.00 / Hour
Student Transportation - Non CDL	Additional \$2.00 / Hour
Summer School Aides/Clerks	\$13.00 / Hour
Summer School Bus Aide	Position Rate
Summer School Bus Driver	Position Rate
Summer School College/Career Facilitator	\$30.00 / Hour
Summer School Counselor	\$4,200 stipend per session
Summer School Child Nutrition	Position Rate
Summer School Librarian	\$25.00 / Hour
Summer School Nurses	\$30.00 / Hour
Summer School Principal	\$5,000 stipend per session
Summer School Registrar	\$4,200 stipend per session
Summer School Social Worker	\$25.00 / Hour
Summer School Teacher	\$30.00 / Hour
Summer School Teacher - SSI/EOC	\$35.00 / Hour
Summer School Testing Coordinator	\$35.00 / Hour
Summer Program Facilitator/Coordinator	\$4,200 stipend per session
Testing Facilitator	\$25.00 / Hour
Testing Proctor (Exempt Staff)	\$25.00 / Hour
Tutor (Part-time)	\$25.00 / Hour
Tutorials	\$25.00 / Hour
YMCA Gym Supervisor	\$25.00 / Hour

Performance Pay: Teacher Incentive Allotment

For any funds received by Lamar CISD for a designated teacher under the Teacher Incentive Allotment (TIA), (70%) will be paid to the designated teacher. The other (20%) will be paid equally to the other teachers on the designated teacher's campus. The remaining (10%) will be used for training and support, administrative expenses, and/or professional development. Should the district receive funding for a designated teacher who has resigned or retired, the district will forward payment to the resigned or retired teacher as soon as practicable.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2021-22 COMPENSATION PLAN
ATHLETIC EVENTS**

ATHLETIC EVENTS/CONCESSION STAND

FOOTBALL - Home & Visitor	Varsity	HS Sub-Varsity/JH	Play-Off/UIIL Events	Tournament
Stadium Manager	\$110	N/A	\$125	N/A
Ticket Sales Manager	\$110	N/A	\$125	N/A
Assistant Banker (2nd Half Only)	\$60	N/A	\$65	N/A
Announcer	\$60	N/A	\$65	N/A
Spotter	\$50	N/A	\$55	N/A
Videoboard/Scoreboard Operator	\$60	\$15/game	\$65	N/A
Stadium Area Supervisor (Full Game)	\$60	N/A	\$65	N/A
Gate Monitor (Full Game)	\$60	N/A	\$70	N/A
Ticket Booth Captain (Full Game)	\$65	\$33 + \$10/hr after 4 hrs	\$70	N/A
Booth Staff (Halftime)	\$35	N/A	\$40	N/A
Booth Staff (3 Quarters)	\$45	N/A	\$50	N/A
Booth Staff (Full Game)	\$55	N/A	\$60	N/A
Parking Area Monitor (Full Game +)	\$90	N/A	\$95	N/A
Parking Supervisor (Full Game +)	\$110	N/A	\$125	N/A
Parking Attendant (Halftime)	\$45	N/A	\$50	N/A
Athletic Trainer	N/A	\$35/hr	\$35/hr	N/A
VOLLEYBALL	Varsity	HS Sub-Varsity/JH	Campus Play-Off/UIIL Events	Tournament
Ticket Seller	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs
Clock/Scoreboard	\$15/game	\$10/game	\$30/game	\$10/game
Scorebook	\$15/game	\$10/game	\$30/game	\$10/game
Libero Tracker	\$15/game	\$10/game	\$30/game	\$10/game
Event Supervisor	N/A	N/A	\$100	N/A
Assistant Supervisor	N/A	N/A	\$75	N/A
Athletic Trainer	N/A	\$35/hr	\$35/hr	\$35/hr
Announcer	N/A	N/A	\$30/game	N/A
BASKETBALL	Varsity	HS Sub-Varsity/JH	Campus Play-Off/UIIL Events	Tournament
Ticket Seller	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs
Clock	\$15/game	\$10/game	\$30/game	\$10/game
Scorebook	\$15/game	\$10/game	\$30/game	\$10/game
Announcer	N/A	N/A	\$30/game	N/A
Event Supervisor	N/A	N/A	\$100	N/A
Assistant Supervisor	N/A	N/A	\$75	N/A
Athletic Trainer	N/A	N/A	\$35/hr	N/A
SWIMMING/DIVING	Invitationals	District	Regionals	Tournament
Ticket Seller	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	N/A
Hy-Tek/Daktronics Operator	\$35	\$50	\$65	N/A
Athletic Trainer	N/A	N/A	\$35/hr	N/A
Lifeguards	\$12/hr	\$12/hr	\$12/hr	N/A
WRESTLING	Varsity	HS Sub-Varsity	Campus Play-Off/UIIL Events	Tournament
Ticket Seller	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs
Clock/Scoreboard	\$25/session	\$25/session	N/A	\$50/day
Event Supervisor	N/A	N/A	\$75	N/A
Athletic Trainer	N/A	N/A	\$35/hr	N/A

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2021-22 COMPENSATION PLAN
ATHLETIC EVENTS**

ATHLETIC EVENTS/CONCESSION STAND

SOCCER	Varsity	HS Sub-Varsity	Campus Play-Off/UIL Events	Tournament
Ticket Seller	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs
Clock	\$25	\$15	\$30	N/A
Event Supervisor	N/A	N/A	\$100	N/A
Athletic Trainer	N/A	N/A	\$35/hr	N/A
SOFTBALL / BASEBALL	Varsity	HS Sub-Varsity	Campus Play-Off/UIL Events	Tournament
Ticket Seller	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs	\$33+\$10/hr after 4 hrs
Scoreboard	\$15/game	\$10/game	\$30/game	N/A
Event Supervisor	N/A	N/A	\$100/game	N/A
Announcer	\$15/game	N/A	\$30/game	N/A
Athletic Trainer	N/A	N/A	\$35/hr	N/A
Field Prep	N/A	N/A	\$100	N/A
Pitch Counter	\$15/game	\$10/game	\$25/game	\$10/game
TRACK	Varsity	HS Sub-Varsity/JH	Campus Play-Off/UIL Events	Tournament
Starter	\$100	\$100	\$100	N/A
Back-up Starter	\$50	\$50	\$50	N/A
Announcer	\$50	\$35	\$50	N/A
Computer Coordinator	\$100	\$75	\$100	N/A
Computer Operator	\$75	\$50	\$75	N/A
Meet Manager	\$50	\$50	\$50	N/A

ATHLETIC EVENTS/CONCESSION STAND

Concession Services	Rates
Worker	\$12/hr all events
Cashier	\$55/event
Assistant Manager	\$15/hr

UIL Game Reports	Rate
(If done by host)	\$75 / Event

Summer Programs	Rates
Camp Directors	\$50/hr (4 max/day)
Camp Instructors	\$25/hr (4 max/day)
Natorium Director	\$25/hr

Cheerleading Tryouts	Rates
Judges	\$125/Team
Tabulators	\$25/Team

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2021-22 COMPENSATION PLAN
FINE ARTS EVENTS**

POSITION	RATE
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FINE ARTS/MARCHING CONTEST	Per 4-hour shift, unless otherwise noted
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Ticket Seller	\$40 / Event
Announcer	\$60 / Event
Band Monitor	\$15 / Band
Bus Parking Monitor	\$50 / Event
Clock/Scoreboard	\$50 / Event
Contest Office & Tabulations	\$45 / Event
Extend. Ticket Taker/Gate Keeper	\$45 / Event
Field Coordinator	\$60 / Event
Judge's Assistant	\$40 / Event
Loading Gate Monitor	\$50 / Event
Monitor Trainer & Bus Check In	\$50 / Event
Parking Monitors	\$50 / Event
Parking Security	\$45 / Event
Parking Supervisor	\$75 / Event
Pass Gate Supervisor	\$50 / Event
Pit Warm Up Monitor	\$50 / Event
Security	\$45 / Hour
Tabulations	\$40 / Event
Ticket Taker/Gate Keeper	\$40 / Event
Track Monitor	\$50 / Event

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2021-22 COMPENSATION PLAN
GUEST - INSTRUCTORS, ADMINISTRATORS, AND PARAPROFESSIONALS**

POSITION	RATE
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Guest Instructor	
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Certified	\$105 / Day
Certified Long Term	\$165 / Day
Degreed	\$95 / Day
Degreed Long-term	\$120 / Day
Non-Degreed 60+ hours	\$85 / Day
Non-Degreed 60+ hours, Long-term	\$95 / Day
Remote Conference	\$200 / Day

Guest Nurse	
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Guest Nurse, RN	\$105 / Day
Long-term Nurse, RN	\$165 / Day
Guest Nurse, LVN	\$95 / Day
Long-term Nurse, LVN	\$120 / Day

Guest Administrator	
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Elementary/Secondary	One half of Daily Rate of Last Employment but no less than \$175.00
Secondary	Additional \$35.00 per day for extended day activities.
Interim Administrative Assignments	Rate determined based upon position

Guest Clerks/Aides	
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Certified, Degreed and Non-degreed	\$85 / Day
Long-term more than 30 hours	\$90 / Day
Long-term less than 30 hours	\$85 / Day
Guest Crossing Guard	\$8.25 / Hour
Incentive/Stipend (Instructional Teacher or Para only)	\$50 / Day

Long Term assignments are assignments that last for 10 or more consecutive days in the same position

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2021-22 COMPENSATION PLAN
PART TIME EMPLOYEES**

POSITION	HOURLY RATE
High School Student	\$7.25
College Student Minimum hours per semester - 12 (Documentation required for each year of college standing)	\$7.50
Life Guards W/ W.S.I.	\$8.50-\$11.00 \$9.50-\$13.00
Swimming Instruction - W.S.I. Certified	\$10.00-\$15.00
Swimming Instruction - Private Lessons	\$25.00

**CONSIDER APPROVAL OF RESOLUTION FOR COMMITMENT OF
FUND BALANCE AS OF AUGUST 31, 2021**

RECOMMENDATION:

That the Board of Trustees approve a Resolution for the Commitment of Fund Balance, established according to the District's fund balance policy and in compliance with GASB 54.

IMPACT/RATIONALE:

The Governmental Accounting Standards Board (GASB) issues compliance guidelines for financial reporting. GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions (GASB 54)*, prescribes the categories and terminology used to describe the components of fund balance. Commitments and Assignments are a part of total fund balance. GASB 54 requires that the Board of Trustees formally *commit* fund balance reserves reflected in the financial statements. The Board previously delegated the authority to *assign* other fund balance reserves to the Superintendent or Chief Financial Officer.

PROGRAM DESCRIPTION:

Committed Fund Balance includes amounts constrained by the Board for a specific purpose (major maintenance fund, future land purchases, construction projects, reserves for self-funded insurance programs, etc.). Official action must be taken by the Board of Trustees to "commit" fund balance. This authority cannot be delegated. Also, formal action is needed to impose additional commitments, or modify/remove existing commitments.

The attached Resolution proposes that the following commitments are made to the fund balance of the General Fund:

- Reserves for Self-Insurance
 - Health Plan – funds as needed to cover Plan deficits
 - Workers Compensation Plan – funds as needed to cover Plan deficits
- Reserve for Child Nutrition Program - \$500,000
- Reserve for Transfer to Debt Service Fund for tax rate control - \$3,200,000

The previously committed amount of \$1.0 million for the purchase of land is being removed this year since adequate funds exist in bond program budgets.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

RESOLUTION FOR COMMITMENT OF FUND BALANCE AS OF AUGUST 31, 2021

**STATE OF TEXAS
COUNTY OF FORT BEND**

The Board of Trustees of the Lamar Consolidated Independent School District (“the District”) being convened in Regular Session within the boundaries of the Lamar Consolidated Independent School District, on the 19th day of August, 2021, designates the Superintendent or Chief Financial Officer the responsibility for assigning outstanding encumbrances as of year-end from the unassigned fund balance and hereby resolves, orders, and directs that the Lamar Consolidated Independent School District commit the following portions of its August 31, 2021 General Fund unassigned fund balance as follows:

BE IT RESOLVED, the District commits an amount to cover any outstanding deficits reflected in the Internal Service Funds for self-insured health or worker’s compensation.

BE IT RESOLVED, the District commits \$500,000 for any unforeseen deficits in the Child Nutrition Fund.

BE IT RESOLVED, the District commits an amount of up to \$3,200,000 to be transferred to the Debt Service Fund of the District (when needed).

Joy Williams, President
Lamar CISD Board of Trustees

Attest:

Joe Hubenak, Secretary
Lamar CISD Board of Trustees

**CONSIDER APPROVAL OF NOMINATION OF CANDIDATE FOR POSITION
ON THE TEXAS ASSOCIATION OF SCHOOL BOARDS (TASB)
BOARD OF DIRECTORS**

RECOMMEDATION:

That the Board of Trustees approve the nomination of _____ for
Position 4B on the Texas Association of School Boards (TASB) Board of Directors.

IMPACT/RATIONALE:

Active school boards may endorse a nominated individual from their TASB Region until
August 30, 2021.

PROGRAM DESCRIPTION:

The TASB Board of Directors is charged with carrying out the policies established by
the Delegate Assembly of the Association. The individual Director is expected to attend
five meetings of the Board each year with one of the meetings being at the same time
as the annual state convention in the fall. In addition, the Director will be asked to serve
on a standing committee that will meet on an as-needed basis, normally in conjunction
with a Board meeting.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



PREPARING STUDENTS FOR TOMORROW—CARING FOR THEM TODAY

July 6, 2021

Dear Superintendent and Board President,

I am writing to request your endorsement as I seek Position 4B on the Texas Association of School Board.

I was elected to the Alief ISD Board of Trustees in November 2017 and currently serve as Vice President and chair of the Board's Policy Committee. During my tenure, I have remained a committed senior fellow of the Texas Education Policy Institute (TEPI), where I serve as an instructor for a select group of visionary leaders in education to ensure improved academic outcomes for all Texas students. An advocate for students with dyslexia, I joined Henry Winkler (the Fonz) on Deborah Duncan's Great Day Houston show to share my personal story. In addition, during the 86th legislative session, I testified for SB 464 for the establishment of Individual Graduation Committees (IGC), which would allow Texas students an alternate pathway to graduation. As a result of my continued advocacy work, I was invited to travel to Austin and witness the bill's signing by Governor Abbott.

I have more than 20 years of service in education as a teacher, reading specialist, campus principal, and district intervention coordinator. I have also served as the Director of Special Populations for Harris County Department of Education (HCDE). Currently, I serve as their Director of the Research and Evaluation Institute. In board service I have served as a TASB delegate for the delegate assembly for two years and represented Alief ISD at the Advocacy Institute in Washington, D.C.

Before receiving my doctorate in Organizational Leadership at Abilene Christian University, I received a Bachelor of Arts in Psychology at Texas Southern University and a Master of Science in Educational Management at the University of Houston-Clear Lake. I also hold a university certification in mediation.

Because of my continued advocacy and work in education, the Texas Association of School Administrators spotlighted me in the Texas School Business Journal as a Thought Leader and Innovator in Education.

I believe that my passion for self-improvement allows me to create better opportunities for all students in the State of Texas.

I wish to thank you in advance for your endorsement as I seek to serve on the TASB Board of Directors Position 4B.

Sincerely,

A handwritten signature in purple ink that reads "Darlene Breaux".

Dr. Darlene Breaux
Vice-President, Alief ISD Board of Trustees



TASB ENDORSEMENT FORM

DATE: _____

Our school board endorses the candidacy of the following individual nominated to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: Dr. Darlene Breaux

SCHOOL DISTRICT: Alief Independent School District

This endorsement was approved by our school district's board of trustees at a duly called meeting on

(Date)

Best regards,

(Signature of board president or officer)

PRINTED NAME: _____

SCHOOL DISTRICT: _____

MAILING ADDRESS: _____

CITY: _____ ZIP: _____

This form is to be used to endorse a nominated individual from a board of trustees within your TASB Region who is a timely candidate for a position on the TASB Board of Directors.

Must be received by TASB on or before AUGUST 30, 2021.

**RETURN TO: E-mail: boardcommunications@tasb.org
FAX: 512.467.3554**

**DISUSSION AND APPROVAL OF PROPOSED DATES FOR REGULAR BOARD
MEETINGS FOR THE 2021-2022 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the following regular board meeting and workshop schedule for the 2021-2022 school year.

September

21 Regular Board Meeting

October

19 Regular Board Meeting

November

16 Regular Board Meeting

December

14 Regular Board Meeting

January

18 Regular Board Meeting

February

15 Regular Board Meeting

March

22 Regular Board Meeting

April

19 Regular Board Meeting

May

17 Regular Board Meeting

The following conferences are scheduled for 2021-2022:

- TASA/TASB Convention – September 24 – 26, 2021 – Dallas
- Governance Camp – March 2 – 5, 2022 – Galveston Island
- National School Boards Association Conference – April 2 – 4, 2022 – San Diego, CA

IMPACT/RATIONALE:

Each year the board sets the dates for its regular school board meetings for the coming year. All regular meetings at the Brazos Crossing Administration Building, 3911 Avenue I, Rosenberg.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

CONSIDER APPROVAL OF BOARD POLICY

RECOMMENDATION:

That the Board of Trustees approve on first reading BE (LOCAL) – Board Meetings.

IMPACT/RATIONALE:

Removing the specific time of a board meeting gives the current and future board flexibility to determine what time they would like to begin regular board meetings without having to change policy.

PROGRAM DESCRIPTION:

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

BOARD MEETINGS

BE
(LOCAL)

Meeting Place and Time

The notice for a Board meeting shall reflect the date, time, and location of the meeting.

Regular Meetings

Regular meetings of the Board shall normally be held on the third Thursday of each month at 7:00 p.m. When determined necessary and for the convenience of Board members, the Board President may change the date, time, or location of a regular meeting with proper notice.

Special or Emergency Meetings

The Board President shall call special meetings at the Board President's discretion or on request by two members of the Board.

The Board President shall call an emergency meeting when it is determined by the Board President or two members of the Board that an emergency or urgent public necessity, as defined by law, warrants the meeting.

Agenda

Deadline

The deadline for submitting items for inclusion on the agenda is the sixth calendar day before regular meetings and the sixth calendar day before special meetings.

Preparation

In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. Any Board member may request that a subject be included on the agenda for a meeting, and the Superintendent shall include on the preliminary agenda of the meeting all topics that have been timely submitted by a Board member.

Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the preliminary agenda, the Board President shall ensure that any topics the Board or individual Board members have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. The Board President shall place an item on the agenda if the item is requested by two Board members. The Board President shall not have authority to remove from the agenda a subject requested by a Board member without that Board member's specific authorization.

Notice to Members

Members of the Board shall be given notice of regular and special meetings at least 72 hours prior to the scheduled time of the meeting and at least one hour prior to the time of an emergency meeting.

Closed Meeting

Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, in accordance with law.

The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting. [See BEC]

Order of Business

The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed by consensus of Board members.

Rules of Order

The Board shall observe the parliamentary procedures as found in *Robert's Rules of Order, Newly Revised*, except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the members present.

Voting

Voting shall be by voice vote or show of hands, as directed by the Board President. Any member may abstain from voting, and a member's vote or failure to vote shall be recorded upon that member's request. [See BDAA(LOCAL) for the Board President's voting rights]

Consent Agenda

The Board shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include these items, determined by the Board, grouped together under one action item. All such items shall be acted upon by one vote without separate discussion. The remaining items shall be adopted under a single motion and vote.

Minutes

Board action shall be carefully recorded by the Board Secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the Board President and the Board Secretary.

The official minutes of the Board shall be retained on file in the office of the Superintendent and shall be available for examination during regular office hours.

Discussions and Limitation

Discussions shall be addressed to the Board President and then the entire membership. Discussion shall be directed solely to the business currently under deliberation, and the Board President shall halt discussion that does not apply to the business before the Board.

The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time limit has expired. Aside from these limitations, the Board President shall not interfere with debate so long as members wish to address themselves to an item under consideration.

BOARD MEETINGS

BE
(LOCAL)

Meeting Place and Time

The notice for a Board meeting shall reflect the date, time, and location of the meeting.

Regular Meetings

Regular meetings of the Board shall normally be held on the ~~third Thursday~~ third Tuesday of each month, at a time specified on the meeting notice. ~~at 7:00 p.m.~~ When determined necessary and for the convenience of Board members, the Board President may change the date, time, or location of a regular meeting with proper notice.

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The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time limit has expired. Aside from these limitations, the Board President shall not interfere with debate so long as members wish to address themselves to an item under consideration.

**CONSIDER APPROVAL OF DEDUCTIVE CHANGE ORDER AND FINAL PAYMENT
FOR THE BRAZOS CROSSING EXTERIOR IMPROVEMENTS**

RECOMMENDATION:

That the Board of Trustees approve the deductive change order in the amount of \$3,899 and final payment of \$38,152.53 to Sterling Structures, Inc. and authorize the Board President to sign the change order.

IMPACT/RATIONALE:

Sterling Structures, Inc. was the contractor for the exterior renovation of the Brazos Crossing Administration Building. Substantial completion was achieved on February 24, 2021. Funding was allocated from the 2017 Bond.

PROGRAM DESCRIPTION:

Upon approval, the Board President will sign the change order and Sterling Structures, Inc. will be paid 100 percent for the exterior renovation of the Brazos Crossing Administration Building.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



AIA Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Brazos Crossing Administration
Building Renovations
3911 Avenue I
Rosenberg, Texas 77471

CONTRACT INFORMATION:
Contract For: General Construction

Date: August 20, 2020

CHANGE ORDER INFORMATION:
Change Order Number: 001

Date: June 15, 2021

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

ARCHITECT: *(Name and address)*
VLK Architects
20445 TX-249, Suite 350

Houston, Texas 77070

CONTRACTOR: *(Name and address)*
Sterling Structures, Inc.
1425 Woodvine

Houston, Texas 77055

THE CONTRACT IS CHANGED AS FOLLOWS:

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

Deductive Change Order to return remaining contingency balance to the owner.

The original Contract Sum was	\$	1,530,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	1,530,000.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	3,899.00
The new Contract Sum including this Change Order will be	\$	1,526,101.00

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be February 24, 2021

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

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

VLK Architects

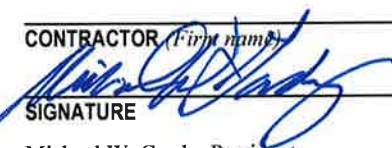
ARCHITECT *(Firm name)*


SIGNATURE

Ronald Bell, Construction Administrator
PRINTED NAME AND TITLE

05-28-2021
DATE

Sterling Structures, Inc.

CONTRACTOR *(Firm name)*


SIGNATURE

Michael W. Gordy, President
PRINTED NAME AND TITLE

May 27, 2021
DATE

Lamar Consolidated Independent School District

OWNER *(Firm name)*

SIGNATURE

Joy Williams, Board President
PRINTED NAME AND TITLE

DATE

PAYMENT APPLICATION

TO: Lamar Consolidated ISD
 3911 Avenue I
 Rosenberg, Texas 77471
 Attn: Mr. Kevin McKeever
FROM: Sterling Structures, Inc.
 1425 Woodvine
 Houston, TX 77055
FOR: General Construction

PROJECT NAME AND LOCATION: 2008 Brazos Crossing Administration Building Renov 3911 Avenue I
ARCHITECT: VLK Architects
 20445 SH 249, Suite 350
 Houston, Texas 77070

APPLICATION # PERIOD THRU: 9 05/30/2021
PROJECT #s: 2008
DATE OF CONTRACT: 08/20/2020
Distribution to: OWNER ARCHITECT CONTRACTOR BANK

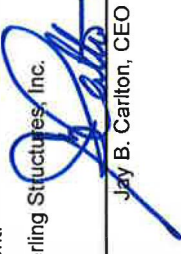
CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below. Continuation Page is attached.


1. CONTRACT AMOUNT	\$1,530,000.00		
2. SUM OF ALL CHANGE ORDERS	(\$3,899.00)		
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$1,526,101.00		
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$1,526,101.00		
5. RETAINAGE:			
a. 0.00% of Completed Work (Columns D + E on Continuation Page)	\$0.00		
b. 0.00% of Material Stored (Column F on Continuation Page)	\$0.00		
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	\$0.00		
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$1,526,101.00		
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$1,487,948.47		
8. PAYMENT DUE	\$38,152.53		
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	\$0.00		

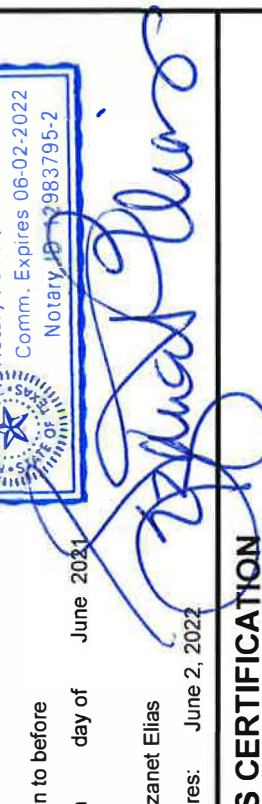
SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	(\$3,899.00)
TOTALS	\$0.00	(\$3,899.00)
NET CHANGES	(\$3,899.00)	

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Sterling Structures, Inc.
 By:  Date: 06/14/21
 Jay B. Carlton, CEO

State of: Texas
 County of: Harris
 Subscribed and sworn to before me this 11th day of June 2021
 Notary Public: Nezanet Elias
 My Commission Expires: June 2, 2022






ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT:..... **\$38,152.53**
(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT:  Date: 06/14/2021
 By:

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

**CONSIDER APPROVAL OF PROCUREMENT METHOD
FOR THE REMAINING 2020 BOND PROJECTS**

RECOMMENDATION:

That the Board of Trustees authorize the administration to utilize competitive sealed proposals as the construction method of procurement for the remaining 2020 Bond Projects.

IMPACT/RATIONALE:

The Texas Education Code 44.031 requires school districts to procure construction services using a method as outlined in Texas Government Code, Chapter 2269 for construction purchases totaling \$50,000 or more. Additionally, the Texas Government Code 2269 requires the Board of Trustees to specify which method of procurement will be used before any construction project is advertised and released for bids. The authorization given with this motion will allow the administration to proceed with solicitation of competitive sealed proposals for the 2020 Bond Projects.

PROGRAM DESCRIPTION:

The competitive sealed proposal method of procurement promotes competitive pricing among the bidders, but allows negotiations between the District and the selected contractor(s) before the contract is finalized. As the District must state its selected method of procurement, as well as the evaluation criteria in the notice to bidders, this authorization will allow the administration to proceed with securing offers for the Board's consideration and approval. The evaluation criteria is attached.

Submitted by: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

EVALUATION CRITERIA FOR PROPOSAL

This proposal shall be evaluated using the evaluation criteria listed below.

	Evaluation Criteria	Point System
1	Purchase price – Proposal should offer a fair and reasonable price for services to be procured by Lamar CISD. Pricing will be calculated using the Price Delivery Sheet in this document.	20
2	Reputation of the vendor and of the vendor’s goods or services – Proposer should have a solid reputation with other ISDs, government or collegiate entities that shows a high level of customer service and a high level of quality of goods or services. References will be contacted via e-mail.	10
3	Quality of the vendor’s goods or services – Overall assessment of vendor’s services. Vendor will be expected to meet schedules and operate with minimal disruption in accordance with the outlined specifications.	10
4	Extent to which the goods or services meet the district’s needs Assessment of Submitted Project Plan and Schedules	15
5	Vendor’s past relationship with the district 8-10: Good business with LCISD, staff recommends use again 5-7: Good business with no documented issues OR never performed business with LCISD but has experience with other school districts or government entities. 1-4: Past performance was documented as being poor.	10
6	Proposed team offers experience and knowledge base required for the project <ul style="list-style-type: none"> • Organizational chart of proposed project team • Resume of each proposed team member 	15
7	Ability to provide proper bonds and insurance requirements – Provide proof of proper insurance and bonding capacity.	10
8	Safety Record Vendor must submit copy of Experience Modifier Rate (EMR) for the last three years. The totals for the three years are calculated and averaged to receive the points below. 10 - EMR of .50 or less 8 - EMR 0.51-0.85 6 - EMR 0.86-0.99 4 - EMR greater than 1.0 2 - EMR not included	10
9	Total	100

CRITERIA NOTES:

Careful consideration should be given to all items of the above Evaluation Criteria table. The points awarded to each item will be based on **how well each submission:**

1. Provides thoroughly developed, competitive pricing using the tables in Pricing Delivery Information of this CSP.
2. Provides evidence of experience in general and the ability to perform services to a district similar to Lamar CISD.
3. Provides evidence related to the quality of services, as well as the results of references provided by each respondent.
4. Provides an effective plan and schedule that addresses the scope presented in the request for proposals.
5. Provides information describing experience and qualifications of onsite leadership and key staff to be assigned to the contracted work.
6. Provides evidence of participation in an OSHA compliant safety program and any other safety policies in place.
7. Provides an adequate and current certificate of insurance coverage.
8. Provides documentation if using any sub-contractors.

PLEASE PROVIDE RESPONSE TO EACH OF THESE CRITERIA QUESTIONS IN YOUR SUBMISSION PACKAGE.

INFORMATION ITEM: Preliminary 2021 STAAR Performance Update

TEA has notified districts that due to the need to extend spring testing windows during the pandemic, the agency will not have STAAR test scores from the state testing vendor until August 11. This late submission of scores will result in a delay of 'official' accountability based STAAR scores until the last week of August 2021.

A preliminary report based on 2021 STAAR performance will be presented to the board.

Resource Person: Dr. Terri Mossige, Chief Learning Officer

INFORMATION ITEM: VIRTUAL INSTRUCTION

During the 2021-2022 school year, Lamar CISD will offer a virtual learning option for a limited number of students enrolled in kindergarten through sixth grade. This option is provided for families concerned with sending their students to school due to anxiety surrounding COVID-19.

**Please note this program will not allow for traditional ADA funding from the state of Texas and ESSR funding will need to be utilized.*

Application will go live on August 18, 2021 and acceptance will be announced no later than Friday, August 27, 2021. Acceptance will be based on available staffing.

The virtual offering will begin on September 7 and will continue for a semester or longer depending on the status of COVID in our community as well as the availability of vaccines for students under 12. The delay in programming is due to mobilizing appropriate staffing for this program.

Requirements of virtual learning:

- Students must commit to an entire semester in the program for 6th grade students and through the end of the second 9 weeks for elementary students
- Students will not be able to participate in extracurricular activities or clubs on campus
- Students who are not academically successful in the virtual offering will be required to return to on campus learning

The virtual learning option is not intended to serve our immunocompromised students. We will continue to serve those students separately on a case-by-case basis through homebound services.

Resource person: Dr. Terri Mossige, Chief Learning Officer

INFORMATION ITEM: REMOTE CONFERENCING

On August 5, 2021, TEA announced changes to the Student Attendance Accounting Handbook by adding certain flexibility to rules describing Remote Conferencing. Remote Conferencing is a mechanism by which remote instruction can be provided but was previously available only upon issuance of a waiver requested for each individual student. This change, will allow the District to count that instruction as classroom time and a student in attendance for FSP funding purposes, provided the following requirements are met:

Two requirements

- The student is unable to attend school because of a temporary medical condition.
- *The total amount of remote conferencing instruction does not exceed more than 20 instructional days over the entirety of the school year.

**If the documented temporary medical condition persists longer than 20 instructional days over the entirety of the school year, a waiver request must be submitted for an extension of remote conferencing beyond the allowable cumulative 20 instructional day period*

In addition, one of the following requirements also must be met:

- The student's temporary medical condition is documented by a physician licensed to practice in the United States. The documentation must include a statement from the physician that the student is to remain confined to their home or to a hospital.
- *The student has a positive test result for a communicable condition listed in 25 TAC §97.
- The student has been identified as having been in close contact with COVID-19.

**We will begin the school year with COVID being the only communicable condition qualifying for remote conferencing. The opening for additional conditions will be determined based on the availability of appropriate staffing.*

Resource person: Dr. Terri Mossige, Chief Learning Officer

INFORMATION ITEM: APPOINTMENT OF BOARD COMMITTEES

BACKGROUND INFORMATION:

Mrs. Joy Williams, Board President, will appoint board members to serve on standing and ad hoc committees for the 2021-2022 school year.

	2020-2021	2021-2022
<u>STANDING COMMITTEES</u>		
BUDGET COMMITTEE		Alex Hunt* Joe Hubenak Joy Williams
POLICY REVIEW COMMITTEE	Alex Hunt* Jon Welch Joy Williams	Jon Welch* Kay Danziger Zach Lambert
FINANCIAL AUDIT COMMITTEE	Kathryn Kaminski* Mandi Bronsell Jon Welch	Members to be assigned as needed
FACILITIES COMMITTEE	Kay Danziger* Alex Hunt Joe Hubenak	Members to be assigned as needed
ATTENDANCE BOUNDARY COMMITTEE	Jon Welch* Kathryn Kaminski Joy Williams	Members to be assigned as needed
SHAC		Zach Lambert*

PROGRAM DESCRIPTION:

Board Members marked with an * are the chairpersons.

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF JULY 31, 2021)**

- Exhibit "A" gives the LCISD collections made during the month of July 31, 2021.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2020 through August 31, 2021.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2020-21 roll as compared to prior years. Through July 31, 2021, LCISD had collected 98.9 % of the 2020-21 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2020-2021.
- 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
July 2021

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund		General Fund P & I & Debt Service		Debt Service P & I & Collection Fees
					Taxes Paid	Collection Fees	Taxes Paid	Collection Fees	
20	\$ 629,485.02	\$ 74,771.20	\$ 69,457.53	\$ 773,713.75	\$ 455,881.79	\$ 123,474.07	\$ 173,603.23	\$ 20,754.66	
19	\$ 44,890.18	\$ 16,129.12	\$ 12,886.90	\$ 73,906.20	\$ 32,987.42	\$ 24,739.35	\$ 11,902.76	\$ 4,276.67	
18	\$ 25,066.60	\$ 5,389.76	\$ 2,840.32	\$ 33,296.68	\$ 19,115.53	\$ 6,950.47	\$ 5,951.07	\$ 1,279.61	
17	\$ 16,454.94	\$ 1,651.53	\$ 465.28	\$ 18,571.75	\$ 12,311.76	\$ 1,700.95	\$ 4,143.18	\$ 415.86	
16	\$ 5,424.01	\$ 1,901.65	\$ 475.30	\$ 7,800.96	\$ 4,058.29	\$ 1,898.15	\$ 1,365.72	\$ 478.80	
15	\$ 3,569.68	\$ 1,254.47	\$ 56.40	\$ 4,880.55	\$ 2,670.88	\$ 995.02	\$ 898.80	\$ 315.85	
14	\$ 4,334.37	\$ 2,091.92	\$ 243.82	\$ 6,670.11	\$ 3,243.02	\$ 1,809.02	\$ 1,091.35	\$ 526.72	
13	\$ 4,000.54	\$ 2,078.68	\$ 113.07	\$ 6,192.29	\$ 2,993.25	\$ 1,668.36	\$ 1,007.29	\$ 523.39	
12	\$ 3,689.77	\$ 2,109.09	\$ -	\$ 5,798.86	\$ 2,760.73	\$ 1,578.05	\$ 929.04	\$ 531.04	
11	\$ 1,025.03	\$ 750.60	\$ 63.58	\$ 1,839.21	\$ 752.19	\$ 614.39	\$ 272.84	\$ 199.79	
10	\$ 892.96	\$ 655.89	\$ 4.08	\$ 1,552.93	\$ 667.52	\$ 494.39	\$ 225.44	\$ 165.58	
09	\$ 926.84	\$ 778.58	\$ 21.24	\$ 1,726.66	\$ 794.57	\$ 686.62	\$ 132.27	\$ 113.20	
08	\$ 891.77	\$ 797.59	\$ 3.88	\$ 1,693.24	\$ 769.09	\$ 691.34	\$ 122.68	\$ 110.13	
07	\$ 1,023.78	\$ 1,098.94	\$ 76.40	\$ 2,199.12	\$ 854.16	\$ 986.42	\$ 169.62	\$ 188.92	
06	\$ 1,254.69	\$ 1,494.61	\$ 251.33	\$ 3,000.63	\$ 1,080.83	\$ 1,538.66	\$ 173.86	\$ 207.28	
05	\$ 1,261.96	\$ 1,741.06	\$ 380.43	\$ 3,383.45	\$ 1,074.21	\$ 1,865.93	\$ 187.75	\$ 255.56	
04	\$ 1,200.46	\$ 1,696.10	\$ 329.67	\$ 3,226.23	\$ 1,013.40	\$ 1,761.38	\$ 187.06	\$ 264.39	
03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
02	\$ 828.30	\$ 1,370.84	\$ 201.28	\$ 2,400.42	\$ 828.30	\$ 1,572.12	\$ -	\$ -	
01	\$ 774.13	\$ 1,369.06	\$ 201.31	\$ 2,344.50	\$ 773.85	\$ 1,570.37	\$ 0.28	\$ -	
00	\$ 520.64	\$ 986.61	\$ 145.26	\$ 1,652.51	\$ 520.64	\$ 1,131.87	\$ -	\$ -	
99 & prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Totals	\$ 747,515.67	\$ 120,117.30	\$ 88,217.08	\$ 955,850.05	\$ 545,151.43	\$ 177,726.93	\$ 202,364.24	\$ 30,607.45	

Lamar Consolidated ISD
 Tax Collections
 September 1, 2020–August 31, 2021
 (Year-To-Date)

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 7/31/2021
20	\$ 235,298,139.34	\$ 2,623,010.29	\$ 237,921,149.63	\$ 235,388,413.27	\$ 887,577.24	\$ 141,378.82	\$ 236,417,369.33	\$ 2,532,736.36
19	\$ 2,238,716.48	\$ (346,101.38)	\$ 1,892,615.10	\$ 1,019,720.44	\$ 300,107.93	\$ 292,962.39	\$ 1,612,790.76	\$ 872,894.66
18	\$ 777,233.71	\$ (117,120.14)	\$ 660,113.57	\$ 125,655.02	\$ 76,820.65	\$ 51,836.51	\$ 254,312.18	\$ 534,458.55
17	\$ 479,183.76	\$ 96,930.92	\$ 576,114.68	\$ 222,205.21	\$ 43,815.58	\$ 24,762.77	\$ 290,783.56	\$ 353,909.47
16	\$ 350,011.80	\$ 35,026.57	\$ 385,038.37	\$ 135,522.38	\$ 35,484.26	\$ 16,996.48	\$ 188,003.12	\$ 249,515.99
15	\$ 252,679.32	\$ (101,125.78)	\$ 151,553.54	\$ (32,950.53)	\$ 27,840.57	\$ 10,739.62	\$ 5,629.66	\$ 184,504.07
14	\$ 194,346.73	\$ (117,714.37)	\$ 76,632.36	\$ (80,666.53)	\$ 11,904.81	\$ 4,604.09	\$ (64,157.63)	\$ 157,298.89
13	\$ 167,816.87	\$ (640.81)	\$ 167,176.06	\$ 31,707.60	\$ 7,197.59	\$ 2,173.37	\$ 41,078.56	\$ 135,468.46
12	\$ 161,649.09	\$ 6,279.42	\$ 167,928.51	\$ 28,664.94	\$ 7,024.84	\$ 1,525.02	\$ 37,214.80	\$ 139,263.57
11	\$ 155,202.46	\$ 6,712.52	\$ 161,914.98	\$ 18,191.34	\$ 5,395.29	\$ 1,293.19	\$ 24,879.82	\$ 143,723.64
10	\$ 144,657.40	\$ (49,928.85)	\$ 94,728.55	\$ 11,984.16	\$ 4,967.19	\$ 269.38	\$ 17,220.73	\$ 82,744.39
09	\$ 79,838.41	\$ (9,873.28)	\$ 69,965.13	\$ 11,648.61	\$ 5,717.97	\$ 1,212.13	\$ 18,578.71	\$ 58,316.52
08	\$ 62,515.38	\$ (3,453.97)	\$ 59,061.41	\$ 5,719.30	\$ 5,815.49	\$ 421.52	\$ 11,956.31	\$ 53,342.11
07	\$ 55,818.21	\$ (2,240.85)	\$ 53,577.36	\$ 6,178.86	\$ 7,010.50	\$ 652.95	\$ 13,842.31	\$ 47,398.50
06	\$ 60,890.17	\$ (612.10)	\$ 60,278.07	\$ 7,454.91	\$ 9,046.48	\$ 852.77	\$ 17,354.16	\$ 52,823.16
05	\$ 115,006.58	\$ (163.95)	\$ 114,842.63	\$ 8,765.78	\$ 12,049.07	\$ 2,689.32	\$ 23,504.17	\$ 106,076.85
04	\$ 31,884.63	\$ -	\$ 31,884.63	\$ 8,185.73	\$ 11,726.16	\$ 2,415.01	\$ 22,326.90	\$ 23,698.90
03	\$ 23,235.40	\$ -	\$ 23,235.40	\$ 1,961.01	\$ 3,593.29	\$ 680.87	\$ 6,235.17	\$ 21,274.39
02	\$ 12,057.97	\$ -	\$ 12,057.97	\$ 1,659.05	\$ 3,231.89	\$ 582.02	\$ 5,472.96	\$ 10,398.92
01	\$ 11,292.25	\$ -	\$ 11,292.25	\$ 1,629.18	\$ 3,385.99	\$ 620.27	\$ 5,635.44	\$ 9,663.07
00	\$ 11,496.86	\$ (2,217.40)	\$ 9,279.46	\$ 1,297.70	\$ 2,906.46	\$ 537.25	\$ 4,741.41	\$ 7,981.76
99 & prior	\$ 14,398.55	\$ -	\$ 14,398.55	\$ 1,177.97	\$ 235.34	\$ 31.38	\$ 384.69	\$ 14,280.58
Totals	\$ 240,698,071.37	\$ 2,016,766.84	\$ 242,714,838.21	\$ 236,923,065.40	\$ 1,472,854.59	\$ 559,237.13	\$ 238,955,157.12	\$ 5,791,772.81

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

MONTH	2020-2021	2019-2020	2018-2019	2017-2018	2016-2017	2015-2016	2014-2015	2013-2014	2012-13	2011-12	2010-11	2009-10
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%	0.0%	0.2%	0.0%	0.0%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%
NOV	1.0%	3.7%	4.7%	0.5%	3.2%	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%
DEC	53.8%	54.1%	52.6%	51.4%	50.3%	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%
JAN	80.8%	85.2%	85.9%	83.9%	87.2%	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%
FEB	94.8%	95.6%	95.9%	95.7%	95.6%	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%
MAR	96.7%	96.8%	97.0%	96.9%	96.9%	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%
APR	97.6%	97.4%	97.7%	97.6%	97.5%	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%
MAY	98.1%	98.0%	98.2%	98.2%	98.2%	98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%
JUNE	98.6%	98.5%	98.6%	98.6%	98.6%	98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%
JULY	98.9%	98.8%	99.0%	98.9%	98.9%	99.0%	98.9%	99.0%	99.0%	98.7%	98.6%	98.0%
AUG		99.0%	99.2%	99.1%	99.1%	99.2%	99.0%	99.2%	99.1%	98.9%	98.8%	98.2%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2020-21 TAX COLLECTIONS
AS OF JULY 31, 2021**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 7/31/2021	% OF BUDGET COLLECTED
2020	2020-2021	\$ 237,648,913	\$ 235,388,413	99.05%
2019 & Prior	2019-20 & Prior	\$ 2,095,000	\$ 1,534,652	73.25%
TOTAL		\$ 239,743,913	\$ 236,923,065	98.82%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF JULY 31, 2021**

SCHOOL YEAR TAX YEAR	2015-16 2015	2016-17 2016	2017-18 2017	2018-19 2018	2019-20 2019	2020-21 2020
COLLECTION YEAR						
1 Orig. Levy	\$ 173,016,530	\$ 190,749,742	\$ 206,293,212	\$ 218,981,334	\$ 226,337,948	\$ 235,298,139
1 Collections	\$ 178,028,558	\$ 195,553,464	\$ 206,646,042	\$ 217,996,739	\$ 224,366,601	\$ 235,388,413
Adj. To Roll	\$ 6,473,810	\$ 6,618,386	\$ 2,203,756	\$ 867,691	\$ 267,370	\$ 2,623,010
2 Collections	\$ 745,585	\$ 1,046,154	\$ 1,082,253	\$ 928,193	\$ 1,019,720	
Adj. To Roll	\$ (149,323)	\$ (98,963)	\$ (15,240)	\$ (146,858)	\$ (346,101)	
3 Collections	\$ 192,822	\$ 424,152	\$ 345,499	\$ 125,655		
Adj. To Roll	\$ 63,603	\$ 238,403	\$ 71,249	\$ (117,120)		
4 Collections	\$ 311,639	\$ 280,592	\$ 222,205			
Adj. To Roll	\$ 233,019	\$ 146,806	\$ 96,931			
5 Collections	\$ 179,195	\$ 135,522				
Adj. To Roll	\$ 72,839	\$ 35,027				
6 Collections	\$ (32,951)					
Adj. To Roll	\$ (101,126)					
TOTAL:						
COLLECTIONS	\$ 179,424,848	\$ 197,439,885	\$ 208,295,999	\$ 219,050,587	\$ 225,386,322	\$ 235,388,413
ADJUSTED TAX ROLL	\$ 179,609,352	\$ 197,689,401	\$ 208,649,908	\$ 219,585,047	\$ 226,259,217	\$ 237,921,150
BALANCE TO BE COLLECTED	\$ 184,504	\$ 249,516	\$ 353,909	\$ 534,459	\$ 872,895	\$ 2,532,736
ADJ. TAXABLE VALUE	\$ 12,921,071,351	\$ 14,221,747,491	\$ 15,010,244,839	\$ 15,797,485,360	\$ 17,140,849,750	\$ 18,747,234,231
TOTAL % COLLECTIONS AS OF JULY 31, 2021	99.9%	99.9%	99.8%	99.8%	99.6%	98.9%
TAX RATE	1.39005	1.39005	1.39005	1.39000	1.32000	1.26910

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

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

ATC (Transportation Fuel Tanks)	Application # 1	\$	16,003.35
Bass Construction (ALC)	Application # 10	\$	590,310.05
Drymalla Construction (Lamar Complex Improvements – GMP #1)	Application # 12	\$	242,516.95
Drymalla Construction (Lamar Complex Improvements – GMP #1)	Application # 13	\$	100,801.77
Drymalla Construction (Lamar Complex Improvements – GMP #2)	Application # 11	\$	934,861.75
Drymalla Construction (Lamar Complex Improvements – GMP #2)	Application # 12	\$	969,853.66
Drymalla Construction (Morgan ES)	Application # 12	\$	1,728,363.50
Drymalla Construction (Morgan ES)	Application # 13	\$	1,642,866.35
Drymalla Construction (Phelan ES)	Application # 1	\$	1,035,761.25
Drymalla Construction (Phelan ES)	Application # 2	\$	396,596.50
Drymalla Construction (Randle HS/Wright JHS Complex)	Application # 25	\$	2,772,579.75
Drymalla Construction (Randle HS/Wright JHS Complex)	Application # 26	\$	682,471.45
Drymalla Construction (Terry HS/George JHS – GMP #3)	Application # 9	\$	797,790.05

EAB (Jane Long Gym)	Application # 3	\$	3,575.00
EAB (Jane Long Gym)	Application # 4	\$	7,330.00
EAB (Morgan ES)	Application # 1	\$	5,900.00
EAB (Randle HS)	Application # 10	\$	7,820.00
EAB (Traylor Stadium)	Application # 1	\$	1,340.00
EMA (Randle HS)	Application # 4	\$	11,325.00
EMA (Wright JHS)	Application # 3	\$	21,525.00
EMA (Wright JHS)	Application # 4	\$	7,175.00
Kaluza (Land – Ag Barn #3)	Application # 2	\$	8,574.80
Kaluza (Land - Harrison)	Application # 1	\$	5,665.00
Kaluza (Phelan ES)	Application # 5	\$	1,515.00
Navcon (Jane Long ES Gym)	Application # 13	\$	95,799.21
PBK Architects (Multi-Purpose/Orchestra/FHS Parking)	Application # 17	\$	7,650.19
PBK Architects (Orchestra Rooms)	Application # 1	\$	3,177.92
PBK Architects (Randle HS)	Application # 32	\$	13,082.85

PBK Architects (Randle HS)	Application # 33	\$	6,541.42
PBK Architects (Randle HS – Shell Space)	Application # 1	\$	49,190.63
PBK Architects (Randle HS – Shell Space)	Application # 2	\$	4,372.50
PBK Architects (Traylor Stadium Turf)	Application # 9	\$	619.20
PBK Architects (Traylor Stadium Turf)	Application # 10	\$	1,444.80
PBK Architects (Traylor Stadium Turf)	Application # 11	\$	5,779.20
PBK Architects (Traylor Stadium Visitor Locker Room)	Application # 11	\$	6,065.28
PBK Architects (Traylor Stadium Visitor Locker Room)	Application # 12	\$	1,572.48
PBK Architects (Traylor Stadium Visitor Locker Room)	Application # 13	\$	4,043.52
PBK Architects (Traylor Stadium Visitor Locker Room)	Application # 14	\$	1,797.12
PBK Architects (Vestibules)	Application # 1	\$	27,000.00
PBK Architects (Wright JHS)	Application # 30	\$	8,828.96
PBK Architects (Wright JHS)	Application # 31	\$	2,942.99
Rice & Gardner (2017 Bond Program)	Application # 28	\$	102,456.46
Rice & Gardner (2017 Bond Program)	Application # 29	\$	102,456.46

Rice & Gardner (2020 Bond Program)	Application # 1	\$	48,773.00
Sterling Structures (Brazos Crossing)	Application # 8	\$	38,152.52
Terracon (ALC)	Application # 10	\$	1,481.50
Terracon (ALC)	Application # 11	\$	2,154.75
Terracon (Foster HS Multi-Purpose)	Application # 5	\$	111.12
Terracon (George Ranch HS Multi-Purpose)	Application # 3	\$	1,806.25
Terracon (Land – Ag Barn #3)	Application # 1	\$	15,950.00
Terracon (Land - Harrison)	Application # 1	\$	5,000.00
Terracon (Morgan ES)	Application # 11	\$	2,419.25
Terracon (Morgan ES)	Application # 12	\$	2,205.25
Terracon (Phelan ES)	Application # 1	\$	5,681.50
Terracon (Randle HS/Wright JHS Complex)	Application # 27	\$	531.25
Terracon (Randle HS/Wright JHS Complex)	Application # 28	\$	1,885.00
Terracon (Transportation Fuel Tanks)	Application # 6	\$	781.25
Terracon (Wertheimer MS Orchestra)	Application # 4	\$	993.75

VLK Architects (ALC)	Application # 7	\$	10,863.07
VLK Architects (Ag Barn #3)	Application # 1	\$	4,665.00
VLK Architects (Jane Long Gym)	Application # 10	\$	6,723.20
VLK Architects (Jane Long Gym)	Application # 11	\$	3,361.61
VLK Architects (Morgan ES)	Application # 8	\$	119,625.68
VLK Architects (Morgan ES)	Application # 9	\$	52,113.37
VLK Architects (Morgan ES – Reimbursables)	Application # 10	\$	1,258.95
VLK Architects (Morgan ES – Reimbursables)	Application # 11	\$	50.54
VLK Architects (Terry HS/George JHS)	Application # 10	\$	32,723.05
VLK Architects (Terry HS/George JHS)	Application # 11	\$	27,269.21
Winning Way (Phelan ES)	Application # 1	\$	18,750.00
Winning Way (Randle HS)	Application # 2	\$	3,050.00

Resource persons: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

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	24,872,095.27	87,308.73	23,003,835.18	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	712,764.50	277,235.50	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	614,259.80	85,740.20	584,061.29	700,000.00
Pink Elementary- Foundation	1,056,000.00	1,046,744.57	9,255.43	1,040,409.39	1,046,744.57
Natatorium - Foster High School	8,659,999.00	8,653,859.19	6,139.81	8,642,092.09	8,659,999.00
Natatorium - Fulshear High School	8,832,167.00	8,694,984.00	137,183.00	8,570,125.36	8,832,167.00
Natatorium - George Ranch High School	9,086,569.00	9,001,276.00	85,293.00	8,954,954.13	9,086,569.00
Service Center/M&O	12,170,261.00	12,162,431.16	7,829.84	11,365,105.45	12,170,261.00
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	116,431,316.00	113,718,584.64	2,712,731.36	108,055,445.82	114,906,112.57
Bond Sale 2					
Thomas R. Culver, III Elementary School	24,959,404.00	23,572,755.33	1,386,648.67	21,554,345.06	24,959,404.00
Tamarron Elementary School	26,207,374.00	25,082,837.00	1,124,537.00	22,732,166.89	26,207,374.00
James W. Roberts Middle School	23,442,493.00	22,841,866.48	600,626.52	21,158,362.21	23,442,493.00
Fulshear HS Shell	3,849,077.00	1,924,089.00	1,924,988.00	1,655,042.40	3,849,077.00
Ag Barn No. 03	3,786,750.00	317,030.00	3,469,720.00	193,665.00	3,786,750.00
Sub Total - Bond Sale 2	82,245,098.00	73,738,577.81	8,506,520.19	67,293,581.56	82,245,098.00
Grand Total	198,676,414.00	187,457,162.45	11,219,251.55	175,349,027.38	197,151,210.57

* Budget increased at the 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	599,570.01	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	1,026,803.00	173,197.00	1,024,058.27	1,027,573.00
Site Lighting	1,600,000.00	1,363,015.00	236,985.00	1,358,980.59	1,600,000.00
Grand Total	4,300,000.00	3,651,193.48	648,806.52	3,630,787.42	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.

AG BARN NO. 3



SCHEDULE MILESTONES:

- Current Phase: Design
- Construction Start: TBD

OVERVIEW:

- Design is underway.
- Design Meeting with CTE Group was held on 08/03/21.

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
Maintenance and Operations Facility	Completed April 2018
Lamar CHS Band Hall Addition	Completed April 2018
Terry High School Band Hall Addition	Completed April 2018
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
Service Center	Completed May 2019
District- Wide Access Controls	Completed June 2019
Culver Elementary School	Completed June 2019
Roberts Middle School	Completed June 2019
Tamarron Elementary School	Completed July 2020

Monthly Report August 2021

Dr. Thomas E. Randle High School & Harry Wright Junior High School

Project substantially complete
as of 6/1.
Punchlist corrections are in progress.
Super graphic installs are in progress.



Transportation Fuel Tank Replacement

Soil remediation test results were
approved by TCEQ.
Final payment recommendation is
scheduled for the September
Board Meeting.



Jane Long Historic Gym Renovations

Project substantially complete as
of 5/17.
Final payment recommendation is
scheduled for the September
Board Meeting.



ALC/1621 Additions and Renovations

VLK is the Architect of Record.

Masonry, MEP, and roofing are in progress.

Former ALC building demolition is complete.

The new ALC building will be substantially complete 8/17.

The 1621 portion will be available by the end of September.



Lamar CHS & Lamar JHS Additions & Renovations

PBK is the Architect of Record.

High School. New drop off drive will be accessible by 8/9.

Junior High. Choir/Orchestra rooms and HVAC upgrades complete. New parent drive will be accessible by 8/9.

North Athletics Site. Field house interior finishes are in progress.

Traylor Stadium. Visitor locker room interior finishes are in progress.



Terry HS & George JHS Additions & Renovations

VLK Architects is the Architect of Record.

Terry. Band Hall, Multi-Purpose room, Admin area renovations, interior wall panels install, and gym bleacher replacement are complete. Science rooms will be complete by 8/20.

George Jr. Forum renovations are in progress.



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

PBK is the Architect of Record.

Multi-Purpose Rooms. Foster, Fulshear, and George Ranch will be substantially complete by 8/20.

Orchestra Rooms. Navarro, Ryon Wessendorff are substantially complete. Wertheimer will be substantially complete by 8/20.



Brazos Crossing Exterior Improvement

VLK is the Architect of Record.

Final payment recommendation is on the August Board Agenda.



Fletcher Morgan, Jr. Elementary School

VLK is the Architect of Record.

Masonry, roof, MEP rough-in, and drywall are in progress.



Maxine Phelan Elementary School

VLK is the Architect of Record.

Underground utilities, grade beams, and planks are in progress.



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- Lamar/Terry/Foster	\$1,050,000.00	\$0.00	\$1,050,000.00	\$198,565.00	\$851,435.00
ES Cooler/Freezer Replacement - Austin/Beasley/Huggins/Pink/Seguin/Taylor Ray/ Travis/Williams	\$1,400,000.00	\$0.00	\$1,400,000.00	\$1,230,756.00	\$169,244.00
Summer 2019 Multi-Campus Improv. - Campbell ES Carpet/Campbell ES VWC/Navarro MS Carpet/Navarro MS Intercom/Wessendorff MS Carpet /Wessendorff MS VWC/Williams ES Carpet/Williams Admin. Renov./Williams ES Fire Sprinklers	\$2,740,000.00	\$114,000.00	\$2,854,000.00	\$2,824,511.64	\$29,488.36
HS Field Turf & Foster HS Track - GR Turf/Fulshear Turf/Foster Turf/Terry Turf/Foster Track	\$9,082,719.00	\$0.00	\$9,082,719.00	\$7,352,923.72	\$1,729,795.28
Foster HS Athletic Improvements- HS Baseball & Softball Improv./HS Field House Locker Replacement	\$867,281.00	\$0.00	\$867,281.00	\$829,768.00	\$37,513.00
Dr. Thomas E. Randle High School- High School/Turf/Multi-Purpose Room	\$127,630,000.00	\$0.00	\$127,630,000.00	\$115,369,853.48	\$12,260,146.52
Harry Wright Junior High School	\$62,000,000.00	\$0.00	\$62,000,000.00	\$55,458,088.07	\$6,541,911.93
Lamar CHS & Lamar JHS Exterior Improvements - Traylor Visitor Locker Room/Sub-Varsity Field/HS Multi- Purpose Room Add/Turf/Improved Drainage, Parking & Sidewalks/Revised JHS Drop Off/JHS HVAC Upgrades	\$15,340,000.00	\$0.00	\$15,340,000.00	\$2,987,206.00	\$12,352,794.00
Lamar CHS & Lamar JHS Additions & Renovations - HS Admin Renov./LGI Add/HS Expand Band Hall/JHS Choir Add/JHS Intercom Upgrade	\$8,480,000.00	\$0.00	\$8,480,000.00	\$2,278,678.00	\$6,201,322.00
Terry HS & George JHS Additions & Renovations- JHS Renovated Locker Room/JHS Band Add/JHS Visitor Parking Add/JHS Forum Renov./HS replace Wood Football Bleacher/HS Exterior Door & Window Replacement/HS Band & Chior Add/HS Resurface Parking/HS Multi-Purpose Room	\$14,650,000.00	\$0.00	\$14,650,000.00	\$11,800,564.00	\$2,849,436.00
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	\$1,319,575.00	\$10,880,425.00
Jane Long ES Historical Gym Renovations	\$3,200,000.00	\$0.00	\$3,200,000.00	\$3,086,859.00	\$113,141.00
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	\$1,328,762.00	(\$13,258.00)
HS Multi-Purpose Rooms & MS Orchestra Adds - Foster MP/GR MP/Fushear MP/Navarro Orch/ Wessendorff Orch/Ryon Orch/Wertheimer Orch/ Foster HS Add Parking	\$9,570,000.00	\$0.00	\$9,570,000.00	\$9,119,829.30	\$450,170.70
Multi-Campus Carpet Replacement - Foster HS/Briscoe JHS/Jackson ES/Pink ES/Long ES	\$2,310,000.00	\$0.00	\$2,310,000.00	\$2,168,225.00	\$141,775.00
Summer 2020 Multi-Campus ES Renovations - Austin Office Renov./Bowie Add 25 Parking Spaces/ Bowie Replace Entry Canopy/Bowie Serving Line Renov. /Bowie Enlarge Cafeteria/Jackson Drainage Improv./ Jackson Serving Line Renov./Smith Renov. Courtyard/ Ray Improv Drainage in Parking Lot/Controls Upgrade	\$3,370,000.00	\$0.00	\$3,370,000.00	\$3,160,892.00	\$209,108.00
Brazos Crossing Renovations	\$1,800,000.00	\$0.00	\$1,800,000.00	\$1,729,920.00	\$70,080.00
Morgan Elementary School	\$30,200,000.00	\$0.00	\$30,200,000.00	\$2,359,530.80	\$27,840,469.20
Maxine Phelan Elementary School	\$32,600,000.00	\$0.00	\$32,600,000.00	\$24,964,757.20	\$7,635,242.80
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	\$258,469,179.27	\$147,277,820.73
TOTAL FACILITY & PLANNING BOND	\$404,115,000.00	funded by 2014			
REMAINING FACILITY & PLANNING BOND	\$147,277,820.73	bond available funds			

Denotes completed projects

2017 BOND TECHNOLOGY SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
9016115	\$9,044,000.00	\$0.00	\$9,044,000.00	\$9,016,115.00	\$27,885.00
PT0-Printer Refresh	\$1,440,000.00	\$0.00	\$1,440,000.00	\$1,347,360.00	\$92,640.00
CCU-Campus Core Uplink	\$740,000.00	\$0.00	\$740,000.00	\$737,926.00	\$2,074.00
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	\$747,672.00	\$142,328.00
CRO-Computer Refresh	\$18,344,000.00	\$0.00	\$18,344,000.00	\$17,573,937.00	\$770,063.00
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	\$30,194,460.00	\$4,131,540.00
TOTAL TECHNOLOGY BOND	\$34,326,000.00				
REMAINING TECHNOLOGY BOND	\$4,131,540.00				

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
TOTAL	\$7,010,000.00	\$0.00	\$7,010,000.00	\$3,067,996.91	\$3,942,003.09
TOTAL TRANSPORTATION BOND	\$7,010,000.00				
REMAINING TRANSPORTATION BOND	\$3,942,003.09				

INFORMATION ITEM: LAMAR CISD POLICE DEPARTMENT UPDATE

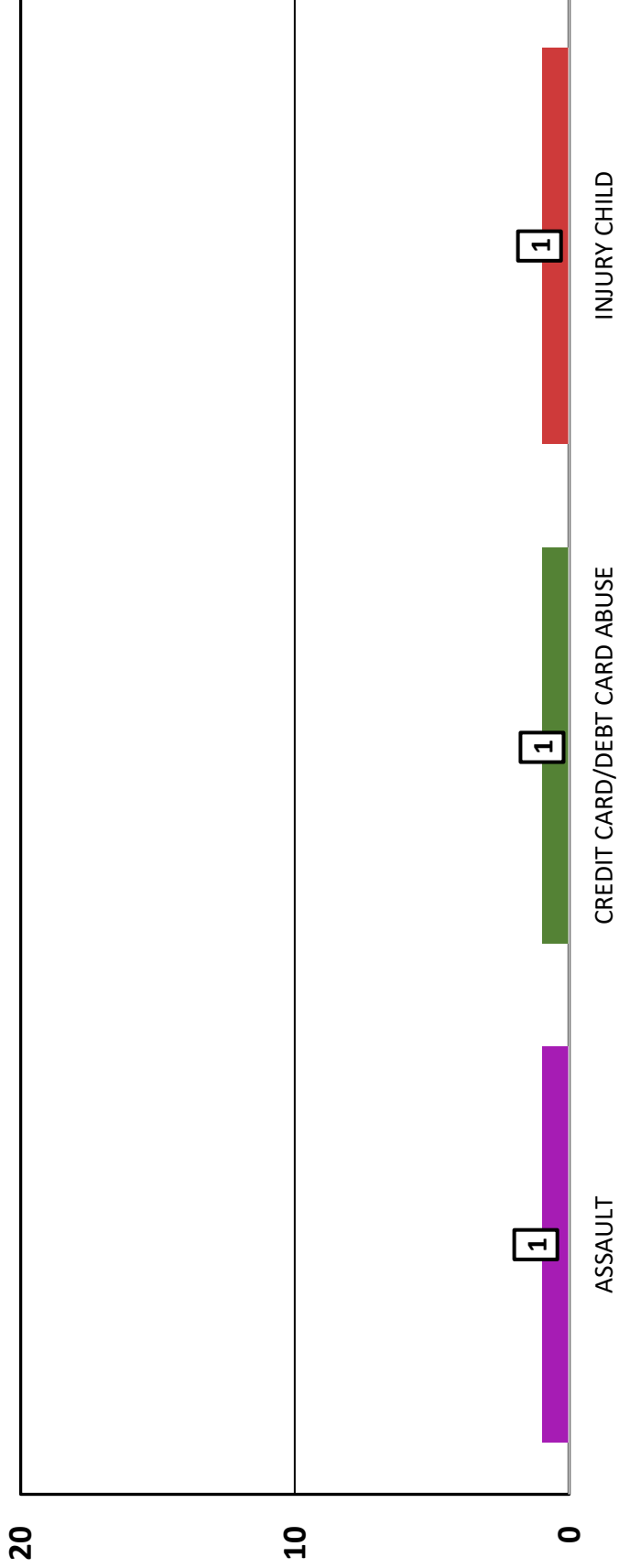
Attached you will find the monthly reports for June and July from the Lamar CISD Police Department.

Resource Person: Dallis Warren, Chief of Police



Lamar CISD Police Department Monthly Activity – Incident Response Reports Written in June 2021

Incident Types



Monthly Board Report

Printed on July 5, 2021

Case Number	Offense	School	Officer
LCP21-00186	ASSAULT (OFFENSIVE CONTACT)	Wertheimer Middle School	JACKSON, PHILLIP
LCP21-00187	CREDIT CARD OR DEBIT CARD ABUSE	George Ranch High School	JACKSON, PHILLIP
LCP21-00184	INJURY CHILD/ELDERLY/DISABLE W/INT BODILY	Dickinson Elementary School	ARMSTRONG, BRANDON

ASSAULT (OFFENSIVE CONTACT) Total: 1

CREDIT CARD OR DEBIT CARD ABUSE Total: 1

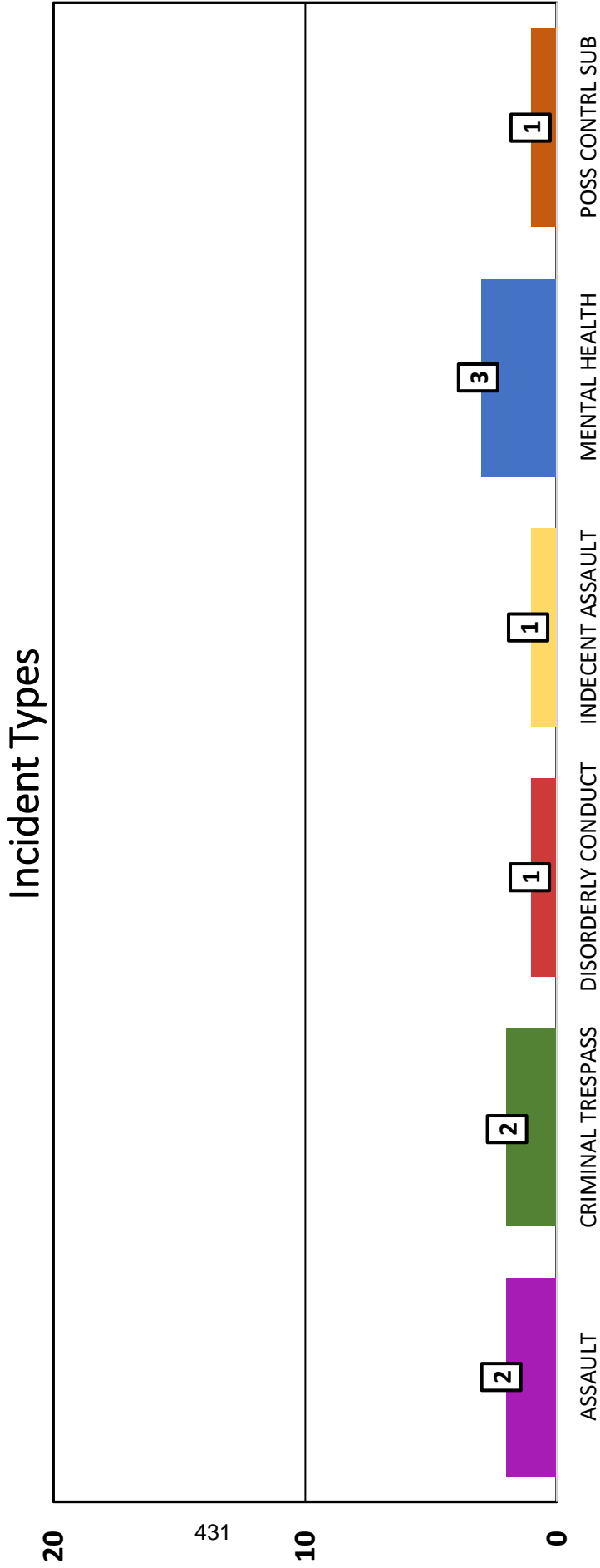
INJURY CHILD Total: 1

430

Total Records: 3



Lamar CISD Police Department Monthly Activity – Incident Response Reports Written in July 2021



Monthly Board Report

Printed on August 5, 2021

Case Number	Offense	School	Officer
LCP21-00195	ASSAULT CAUSES BODILY INJ	Foster High School	GUEL, HOUSTON
ASSAULT CAUSES BODILY INJ Total: 1			
LCP21-00196	ASSAULT PUBLIC SERVANT	Foster High School	BECERRA, JOSEPH
ASSAULT PUBLIC SERVANT Total: 1			
LCP21-00191	CRIMINAL TRESPASS	Randle High School	ARMSTRONG, BRANDON
CRIMINAL TRESPASS Total: 1			
LCP21-00192	CRIMINAL TRESPASS ON		THOMPSON, JAMES
CRIMINAL TRESPASS ON SCHOOL GROUNDS Total: 1			
LCP21-00190	DISORDERLY CONDUCT	Foster High School	THOMPSON, JAMES
DISORDERLY CONDUCT (FIGHTING) Total: 1			
LCP21-00193	INDECENT ASSAULT		THOMPSON, JAMES
INDECENT ASSAULT (FONDLING) Total: 1			
LCP21-00198	Mental Health	Foster High School	GUEL, HOUSTON
LCP21-00194	Mental Health	Foster High School	THOMPSON, JAMES
LCP21-00189	Mental Health	Foster High School	CROCKER, JUSTIN
Mental Health Total: 3			
LCP21-00197	POSS CS PG 2 >= 4G<400G	Foster High School	BECERRA, JOSEPH
POSS CS PG 2 >= 4G<400G Total: 1			

Total Records: 10

**DISCUSSION OF DEDUCTIVE CHANGE ORDER AND FINAL PAYMENT
FOR THE JANE LONG GYM RENOVATION**

RECOMMENDATION:

That the Board of Trustees approve the deductive change order in the amount of \$ [REDACTED] and final payment of \$ [REDACTED] to Navcon Group, LLC. and authorize the Board President to sign the change order.

IMPACT/RATIONALE:

Navcon Group, LLC. was the contractor for the exterior renovation of the Jane Long Gym Renovation. Substantial completion was achieved on May 17, 2021. Funding was allocated from the 2017 Bond.

PROGRAM DESCRIPTION:

Upon approval, the Board President will sign the change order and Navcon Group, LLC. will be paid 100 percent for the Jane Long Gym Renovation.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

DISCUSSION OF DESIGN DEVELOPMENT FOR THE ORCHESTRA ADDITIONS

RECOMMENDATION:

That the Board of Trustees approve the design development for the orchestra additions at Fulshear High School, Leaman Junior High School, Foster High School, Briscoe Junior High School, George Ranch High School and Reading Junior High School as presented by PBK Architects, Inc.

IMPACT/RATIONALE:

PBK Architects, Inc. will be presenting the design development for the orchestra additions at Fulshear High School, Leaman Junior High School, Foster High School, Briscoe Junior High School, George Ranch High School and Reading Junior High School. The design development booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 3, 2020 Lamar CISD passed a bond referendum that included the orchestra additions at Fulshear High School, Leaman Junior High School, Foster High School, Briscoe Junior High School, George Ranch High School and Reading Junior High School. Upon approval of the design development, the construction documents phase will begin.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF DESIGN DEVELOPMENT FOR AUSTIN
ELEMENTARY SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve the design development for the Austin Elementary School additions and renovations as presented by PBK Architects, Inc.

IMPACT/RATIONALE:

PBK Architects, Inc. will be presenting the design development for the Austin Elementary School additions and renovations. The design development booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 3, 2020 Lamar CISD passed a bond referendum that included the Austin Elementary School additions and renovations. Upon approval of the design development, the construction documents phase will begin.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF DESIGN DEVELOPMENT FOR
JACKSON ELEMENTARY SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve the design development for the Jackson Elementary School additions and renovations as presented by Corgan Associates, Inc.

IMPACT/RATIONALE:

Corgan Associates, Inc. will be presenting the design development for the Jackson Elementary School additions and renovations. The design development booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 3, 2020, Lamar CISD passed a bond referendum that included the Jackson Elementary School additions and renovations. Upon approval of the design development, the construction documents phase will begin.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF BUILDING TECHNOLOGY SYSTEMS
FOR MAXINE PHELAN ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve RockIT Consulting LLC. for installation of the building technology equipment for Maxine Phelan Elementary School in the amount of \$ [REDACTED] and authorize the Board President to sign the agreement.

IMPACT/RATIONALE:

A cost proposal was solicited from RockIT Consulting LLC. for installation of technology equipment for Maxine Phelan Elementary School.

RockIT Consulting LLC. has a current contract with The Interlocal Purchasing System (TIPS) Cooperative #200105. Funds for this project are allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval RockIT Consulting LLC. will begin the installation of technology equipment for Maxine Phelan Elementary School.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF DESIGN DEVELOPMENT FOR THE LAMAR CONSOLIDATED
HIGH SCHOOL TENNIS COURTS AND PARKING PROJECT**

RECOMMENDATION:

That the Board of Trustees approve the design development for the for the Lamar Consolidated High School tennis courts and parking project.

IMPACT/RATIONALE:

Facilities & Planning will be presenting the design development for the Lamar Consolidated High School tennis courts and parking project. The design development booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 3, 2020 Lamar CISD passed a Bond referendum that included the tennis courts and parking for Lamar Consolidated High School. Upon approval of the design development, the construction documents phase will begin.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities and Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF FOUNDATION INVESTIGATION
FOR AUSTIN ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for the foundation investigation for Austin Elementary School in the amount of \$ [REDACTED].

IMPACT/RATIONALE:

The investigation of the foundation is a professional service that the District must contract directly. These funds were allocated within the 2020 Bond budget.

PROGRAM DESCRIPTION:

The investigation of the existing foundation will verify the current conditions of the foundation to determine what repairs are needed for the design of Austin Elementary School.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
CHARACTER COUNTS WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 17 - 23, 2021 as "Character Counts Week" in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Character Counts Week will be celebrated nationally during the week of October 17 - 23, 2021. It is appropriate for the Lamar CISD community to recognize the importance of character education and modeling good character during this week.

PROGRAM DESCRIPTION:

Lamar CISD campuses will participate in special activities focused on the Six Pillars of Character (Trustworthiness, Respect, Responsibility, Fairness, Caring and Citizenship) during this week.

Submitted by: Sonya Cole-Hamilton, Chief Communications Officer
Lindsey Sanders, Director of Community Relations

Recommended for Approval:



Dr. Roosevelt Nivens
Superintendent

Resolution

Whereas, National Character Counts Week is celebrated across the U.S. on October 17 - 23, 2021; and

Whereas, the well-being of the community, the state and the nation requires that our young people become involved, caring citizens with good character; and

Whereas, the public good is advanced when young people are taught the importance of good character and the positive effects that good character can have in personal relationships, in school and in the workplace; and

Whereas, Lamar CISD recognizes the need, and has taken steps, to integrate the values of Trustworthiness, Respect, Responsibility, Fairness, Caring and Citizenship into teaching activities;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare October 17 - 23, 2021 as **Character Counts Week** in the Lamar Consolidated Independent School District.

Adopted this 19th day of August 2021 by the Board of Trustees.



Joy Williams, President

Joe Hubenak, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
CUSTODIAL WORKER RECOGNITION WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming September 27 – October 1, 2021 as “Custodial Worker Recognition Week” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

National Custodial Worker Recognition Day is nationally recognized on Saturday, October 2, 2021. It is appropriate that Lamar CISD recognize the importance of and contributions from our District custodial staff during the week of September 27 – October 1, 2021.

PROGRAM DESCRIPTION:

Campus and department staff members will honor their custodial staff during Custodial Worker Recognition Week in Lamar CISD.

Submitted by: Sonya Cole-Hamilton, Chief Communications Officer
Lindsey Sanders, Director of Community Relations

Recommended for Approval:



Dr. Roosevelt Nivens
Superintendent

Resolution

Whereas, National Custodial Worker Recognition Day is celebrated throughout the United States on October 2, 2021; and

Whereas, this day recognizes the importance of a clean, well-kept learning environment; and

Whereas, custodial staff members are valuable members of the educational team on our campuses; and

Whereas, the assistance of custodial staff members is particularly important in the daily activities and operations of a school district; and

Whereas, they serve our educational community by providing their talent and efforts in supporting students and staff;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare September 27 – October 1, 2021 as **Custodial Worker Recognition Week** in the Lamar Consolidated Independent School District.

Adopted this 19th day of August 2021 by the Board of Trustees.



Joy Williams, President

Joe Hubenak, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
HUMAN RESOURCES DAY**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 13, 2021 as “Human Resources Day” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Each year, the Texas Education Human Resources Day is celebrated on the second Wednesday of October. It is appropriate that Lamar CISD recognize the contributions of the Human Resources Department on that day.

PROGRAM DESCRIPTION:

District and campus staff members will express their appreciation to our Human Resources Department for its dedication and commitment to Lamar CISD employees and students.

Submitted by: Sonya Cole-Hamilton, Chief Communications Officer
Lindsey Sanders, Director of Community Relations

Recommended for Approval:



Dr. Roosevelt Nivens
Superintendent

Resolution

Whereas, the Human Resources Department is instrumental in recruiting, selecting, resourcing and retaining quality staff in support of providing an excellent education for all students; and

Whereas, Human Resources plays a key role in fostering satisfaction and loyalty among employees by allowing for professional growth and development; and

Whereas, Human Resources monitors and manages current and future workforce trends, organizational culture, legal and legislative trends, and ethical and social responsibility; and

Whereas, Human Resources is an important part of District leadership and is vital to the overall productivity and efficiency of the District's workforce; and

Whereas, it is a valued and respected department that sustains the District's most important asset—its people;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare October 13, 2021 as **Human Resources Day** in the Lamar Consolidated Independent School District.

Adopted this 19th day of August 2021 by the Board of Trustees.

Joy Williams, President

Joe Hubenak, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
RED RIBBON WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 23 – 31, 2021 as "Red Ribbon Week" in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

The week of October 23 – 31, 2021 will be celebrated Districtwide as "Red Ribbon Week," encouraging citizens to demonstrate their commitment to a drug-free lifestyle and a drug-free community. Lamar CISD is on the forefront of prevention in promoting health and success for all students. By adopting this resolution, the Board of Trustees makes a clear statement that drugs will not be tolerated on any Lamar CISD campus and that drug-free schools are expected.

PROGRAM DESCRIPTION:

For the past 27 years, Lamar CISD has led the community in promoting drug prevention. During Red Ribbon Week, each school will be presenting a variety of prevention activities involving Lamar CISD staff and students.

Submitted by: Sonya Cole-Hamilton, Chief Communications Officer
Lindsey Sanders, Director of Community Relations

Recommended for Approval:



Dr. Roosevelt Nivens
Superintendent

Resolution

Whereas, the abuse of drugs, tobacco and alcohol has reached epidemic stages in our nation; and

Whereas, visible, unified efforts at prevention education are the best ways to reduce demand for illegal drugs; and

Whereas, October 23 – 31, 2021 has been declared nationwide as "Red Ribbon Week;" and

Whereas, our community will join with others throughout the nation to demonstrate its commitment to a healthy, drug-free lifestyle by wearing and displaying red ribbons and participating in drug-free awareness activities during this week-long observance; and

Whereas, the Lamar Consolidated Independent School District is committed to a drug-free community and has committed its efforts and resources to drug-abuse prevention education;

Therefore, the Board of Trustees of the Lamar Consolidated Independent School District declares October 23 – 31, 2021 as **Red Ribbon Week** in the Lamar Consolidated Independent School District and encourages the District's staff, students, parents, businesses and community members to support and participate in drug-prevention activities.

Adopted this 19th day of August 2021 by the Board of Trustees.



Joy Williams, President

Joe Hubenak, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
SAFE SCHOOLS WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 17 – 23, 2021 as “Safe Schools Week” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Safe Schools Week will be celebrated nationally during the week of October 17 – 23, 2021. It is appropriate for Lamar CISD to collaborate with families, businesses and the community to create and promote safe, secure learning environments on our campuses.

PROGRAM DESCRIPTION:

Lamar CISD’s Police Department and Community Relations have designed special promotions during this week to highlight and promote the District’s safety and wellness initiatives.

Submitted by: Sonya Cole-Hamilton, Chief Communications Officer
Lindsey Sanders, Director of Community Relations

Recommended for Approval:



Dr. Roosevelt Nivens
Superintendent

Resolution

Whereas, Texas Safe Schools Week is held in conjunction with America's Safe Schools Week on October 17-23, 2021; and

Whereas, schools make substantial contributions to the future of America and to the development of our nation's young people as knowledgeable, responsible and productive citizens; and

Whereas, excellence in education is dependent on safe, secure and peaceful school settings; and

Whereas, it is the responsibility of all citizens to enhance the learning experiences of young people by helping to ensure fair and effective discipline, promote good citizenship, and generally make school safe and secure; and

Whereas, all leaders, especially those in education, law enforcement, government and business, should eagerly collaborate with each other to focus public attention on school safety and identify, develop and promote innovative answers to these critical issues; and

Whereas, the observance of Safe Schools Week will substantially promote efforts to provide Lamar CISD schools with positive and safe learning climates;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare October 17-23, 2021 as **Safe Schools Week** in the Lamar Consolidated Independent School District.

Adopted this 19th day of August 2021 by the Board of Trustees.

Joy Williams, President

Joe Hubenak, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
SCHOOL BUS SAFETY WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 18 – 22, 2021 as “School Bus Safety Week” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

School Bus Safety Week will be celebrated nationally during the week of October 18 – 22, 2021. During this week it is appropriate for the Lamar CISD community to highlight school bus safety and to recognize the service of our transportation staff.

PROGRAM DESCRIPTION:

Staff members at Lamar CISD campuses will increase students’ awareness of school bus safety by reviewing and discussing the District’s transportation rules. Campuses will also recognize their school bus drivers for their dedication and service.

Submitted by: Sonya Cole-Hamilton, Chief Communications Officer
Lindsey Sanders, Director of Community Relations

Recommended for Approval:



Dr. Roosevelt Nivens
Superintendent

Resolution

Whereas, School Bus Safety Week is celebrated throughout the United States during the week of October 18 – 22, 2021; and

Whereas, School Bus Safety Week recognizes the importance of transporting students safely to and from school and school activities; and

Whereas, transportation staff members are valuable members of the educational team; and

Whereas, the expert assistance of transportation staff members is especially important in the activities and operations of a school district; and

Whereas, those staff members are diligent in safely transporting our students and staff;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare October 18 – 22, 2021 as **School Bus Safety Week** in the Lamar Consolidated Independent School District.

Adopted this 19th day of August 2021 by the Board of Trustees.

Joy Williams, President

Joe Hubenak, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
SCHOOL LUNCH WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming October 11 – 15, 2021 as “School Lunch Week” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

School Lunch Week will be celebrated nationally during the week of October 11 – 15, 2021. It is appropriate for the Lamar CISD community to recognize the importance of our school lunch program and our Child Nutrition Department during this week.

PROGRAM DESCRIPTION:

The Lamar CISD Child Nutrition Department has designed special promotions during this week for the school cafeterias.

Submitted by: Sonya Cole-Hamilton, Chief Communications Officer
Lindsey Sanders, Director of Community Relations

Recommended for Approval:



Dr. Roosevelt Nivens
Superintendent

Resolution

Whereas, School Lunch Week is celebrated throughout the United States during the week of October 11 – 15, 2021; and

Whereas, the National School Lunch Program has served our nation admirably for more than 60 years through advanced practices and nutrition education; and

Whereas, School Lunch Week recognizes the importance of a nutritious school lunch program; and

Whereas, Child Nutrition staff members are a valuable part of our schools' educational teams; and

Whereas, the assistance of Child Nutrition staff members is vital in the daily activities and operations of a school district; and

Whereas, they serve our educational community by providing nourishment for students and staff;

Therefore, be it resolved that the Trustees of the Lamar Consolidated Independent School District declare October 11 – 15, 2021 as **School Lunch Week** in the Lamar Consolidated Independent School District.

Adopted this 19th day of August 2021 by the Board of Trustees.

Joy Williams, President

Joe Hubenak, Secretary

**DISCUSSION OF ARCHITECT CONTRACT
FOR ELEMENTARY SCHOOL #34**

RECOMMENDATION:

That the Board of Trustees approve VLK Architects for the design of Elementary School #34 and allow the Superintendent to begin contract negotiations.

IMPACT/RATIONALE:

On November 3, 2020, a bond referendum was approved that included Elementary School #34. Procurement for architect or engineer services is prescribed by law in Texas Government code 2254. The code, specifically 2254.004, requires all submissions be selected on the basis of demonstrated competence and qualifications. This project will be funded from the 2020 Bond Funds.

PROGRAM DESCRIPTION:

Upon approval VLK Architects will begin the design process for Elementary School #34. The school is in the Jordan Ranch subdivision.

Submitted by: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF DEDUCTIVE CHANGE ORDER AND FINAL PAYMENT
FOR THE FUEL TANK STORAGE REPLACEMENT**

RECOMMENDATION:

That the Board of Trustees approve the deductive change order in the amount of \$ [REDACTED] and final payment of \$ [REDACTED] to Pemco, Inc. and authorize the Board President to sign the change order.

IMPACT/RATIONALE:

Pemco, Inc. was the contractor for the exterior renovation of the fuel tank storage replacement. substantial completion was achieved on December 8, 2020. Funding was allocated from the 2017 Bond.

PROGRAM DESCRIPTION:

Upon approval, the Board President will sign the change order and Pemco, Inc. will be paid 100 percent for the fuel tank storage replacement.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF HAZARDOUS MATERIALS SURVEYING SERVICES
FOR TERRY HIGH AND GEORGE JUNIOR HIGH SCHOOLS
PHASE I ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for the Terry High and George Junior High schools phase I additions and renovations in the total amount of \$ _____ and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Hazardous materials surveying services is a professional service that the District must contract directly. Prior to construction work on existing facilities, the materials that will be disturbed must be tested to confirm if there are asbestos containing materials or any other hazardous materials present. These funds were allocated within the 2020 Bond Budget.

PROGRAM DESCRIPTION:

Hazardous materials surveying services will include sampling of existing materials, laboratory testing and will be summarized in a written report. Should hazardous materials be identified, a subsequent process will be initiated to have those materials removed prior to construction.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF GEOTECHNICAL STUDY FOR
THE ORCHESTRA ADDITIONS**

RECOMMENDATION:

That the Board of Trustees approve Terracon for the geotechnical study for the orchestra additions at Fulshear High School, Leaman Junior High School, Foster High School, Briscoe Junior High School, George Ranch High School and Reading Junior High School in the amount of \$ [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Geotechnical engineering services are a professional service that the District must contract directly. Terracon has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2020 Bond Budget.

- Fulshear HS and Leaman JHS Orchestra Addition..... \$ [REDACTED]
- Leaman JHS Orchestra Addition \$ [REDACTED]
- Foster HS Orchestra Addition..... \$ [REDACTED]
- Briscoe JHS Orchestra Addition..... \$ [REDACTED]
- George Ranch HS Orchestra Addition..... \$ [REDACTED]
- Reading JHS Orchestra Additions..... \$ [REDACTED]

PROGRAM DESCRIPTION:

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design of the Orchestra Additions at Fulshear High School, Leaman Junior High School, Foster High School, Briscoe Junior High School, George Ranch High School and Reading Junior High School.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**CONSIDER APPROVAL OF HAZARDOUS MATERIALS SURVEYING SERVICES
FOR THE ORCHESTRA ADDITIONS**

RECOMMENDATION:

That the Board of Trustees approve Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for the orchestra additions at Fulshear High School, Leaman Junior High School, Foster High School, Briscoe Junior High School, George Ranch High School and Reading Junior High School in the total amount of \$ _____ and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Hazardous materials surveying services is a professional service that the District must contract directly. Prior to construction work on existing facilities, the materials that will be disturbed must be tested to confirm if there are asbestos containing materials or any other hazardous materials present. These funds were allocated within the 2020 Bond Budget.

• Fulshear HS and Leaman JHS Orchestra Addition.....	\$ _____
• Leaman JHS Orchestra Addition	\$ _____
• Foster HS Orchestra Addition.....	\$ _____
• Briscoe JHS Orchestra Addition.....	\$ _____
• George Ranch HS Orchestra Addition.....	\$ _____
• Reading JHS Orchestra Additions.....	\$ _____

PROGRAM DESCRIPTION:

Hazardous materials surveying services will include sampling of existing materials, laboratory testing and will be summarized in a written report. Should hazardous materials be identified, a subsequent process will be initiated to have those materials removed prior to construction.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF DESIGN DEVELOPMENT FOR THE
VESTIBULE ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve the design development for the vestibule additions and renovations at Meyer Elementary School, Navarro Middle School, Seguin ECC, and Taylor Ray Elementary School as presented by PBK Architects.

IMPACT/RATIONALE:

VLK Architects, Inc. will be presenting the design development for the vestibule additions and renovations at Meyer Elementary School, Navarro Middle School, Seguin ECC, and Taylor Ray Elementary School. The design development booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 3, 2020 Lamar CISD passed a bond issue that included the vestibule additions and renovations at Meyer Elementary School, Navarro Middle School, Seguin ECC, and Taylor Ray Elementary School. Upon approval of the design development, the construction documents phase will begin.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF PROFESSIONAL TOPOGRAPHIC SURVEYING
FOR VESTIBULE ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Kaluza, Inc. for professional topographic surveying for the vestibule additions and renovations at Meyer Elementary School, Navarro Middle School, Seguin ECC, and Taylor Ray Elementary School in the amount of \$ [redacted] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Professional topographic surveying is a professional service that the District must contract directly. Kaluza, Inc. has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2020 Bond Budget.

- Meyer Elementary School..... \$ [redacted]
- Navarro Middle School..... \$ [redacted]
- Seguin ECC..... \$ [redacted]
- Taylor Ray Elementary School..... \$ [redacted]

PROGRAM DESCRIPTION:

Upon approval, Kaluza, Inc. will provide the topographic survey information needed for the design of vestibule additions and renovations at Meyer Elementary School, Navarro Middle School, Seguin ECC, and Taylor Ray Elementary School.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF HAZARDOUS MATERIALS SURVEYING SERVICES
FOR THE VESTIBULE ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for the vestibule additions and renovations at Meyer Elementary School, Navarro Middle School, Seguin ECC, and Taylor Ray Elementary School in the total amount of \$ [redacted] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Hazardous materials surveying services is a professional service that the District must contract directly. Prior to construction work on existing facilities, the materials that will be disturbed must be tested to confirm if there are asbestos containing materials or any other hazardous materials present. These funds were allocated within the 2020 Bond Budget.

- Meyer Elementary School..... \$ [redacted]
- Navarro Middle School..... \$ [redacted]
- Seguin ECC..... \$ [redacted]
- Taylor Ray Elementary School..... \$ [redacted]

PROGRAM DESCRIPTION:

Hazardous materials surveying services will include sampling of existing materials, laboratory testing and will be summarized in a written report. Should hazardous materials be identified, a subsequent process will be initiated to have those materials removed prior to construction.

Submitted By: Chris Juntti, Chief Operations Officer
 Kevin McKeever, Executive Director of Facilities & Planning
 Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
 Superintendent

**DISCUSSION OF DESIGN DEVELOPMENT FOR BOWIE ELEMENTARY AND
BEASLEY ELEMENTARY SCHOOLS' ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve the design development for the Bowie Elementary and Beasley Elementary schools' additions and renovations as presented by Corgan Associates, Inc.

IMPACT/RATIONALE:

Corgan Associates, Inc. will be presenting the design development for the Bowie Elementary and Beasley Elementary schools' additions and renovations. The design development booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 3, 2020, Lamar CISD passed a bond issue that included the Bowie Elementary and Beasley Elementary schools' additions and renovations. Upon approval of the design development, the construction documents phase will begin.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF HAZARDOUS MATERIALS SURVEYING SERVICES
FOR BOWIE ELEMENTARY AND BEALSEY ELEMENTARY SCHOOLS'
ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for the Bowie Elementary and Beasley Elementary schools' additions and renovations in the total amount of \$ [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Hazardous materials surveying services is a professional service that the District must contract directly. Prior to construction work on existing facilities, the materials that will be disturbed must be tested to confirm if there are asbestos containing materials or any other hazardous materials present. These funds were allocated within the 2020 Bond budget.

PROGRAM DESCRIPTION:

Hazardous materials surveying services will include sampling of existing materials, laboratory testing and will be summarized in a written report. Should hazardous materials be identified, a subsequent process will be initiated to have those materials removed prior to construction.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF DESIGN DEVELOPMENT FOR HUGGINS ELEMENTARY
SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve the design development for the Huggins Elementary School additions and renovations as presented by PBK Architects, Inc.

IMPACT/RATIONALE:

PBK Architects, Inc. will be presenting the design development for the Huggins Elementary School additions and renovations. The design development booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 3, 2020 Lamar CISD passed a bond issue that included the Huggins Elementary School additions and renovations. Upon approval of the design development, the construction documents phase will begin.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF PROFESSIONAL TOPOGRAPHIC SURVEYING FOR
HUGGINS ELEMENTARY SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Kaluza, Inc. for professional topographic surveying for the Huggins Elementary School additions and renovations in the amount of \$ [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Professional topographic surveying is a professional service that the District must contract directly. Kaluza, Inc. has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2020 Bond budget.

PROGRAM DESCRIPTION:

Upon approval, Kaluza, Inc. will provide the topographic survey information needed for the design of Huggins Elementary School additions and renovations.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF HAZARDOUS MATERIALS SURVEYING SERVICES
FOR THE HUGGINS ELEMENTARY SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for the Huggins Elementary School additions and renovations in the total amount of \$ [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Hazardous materials surveying services is a professional service that the District must contract directly. Prior to construction work on existing facilities, the materials that will be disturbed must be tested to confirm if there are asbestos containing materials or any other hazardous materials present. These funds were allocated within the 2020 Bond budget.

PROGRAM DESCRIPTION:

Hazardous materials surveying services will include sampling of existing materials, laboratory testing and will be summarized in a written report. Should hazardous materials be identified, a subsequent process will be initiated to have those materials removed prior to construction.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF PROFESSIONAL TOPOGRAPHIC SURVEYING FOR
AUSTIN ELEMENTARY SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Kaluza, Inc. for professional topographic surveying for the Austin Elementary School additions and renovations in the amount of \$ [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Professional topographic surveying is a professional service that the District must contract directly. Kaluza, Inc. has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2020 Bond budget.

PROGRAM DESCRIPTION:

Upon approval, Kaluza, Inc. will provide the topographic survey information needed for the design of Austin Elementary School additions and renovations.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF HAZARDOUS MATERIALS SURVEYING SERVICES
FOR AUSTIN ELEMENTARY SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for the Austin Elementary School additions and renovations in the total amount of \$ [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Hazardous materials surveying services is a professional service that the District must contract directly. Prior to construction work on existing facilities, the materials that will be disturbed must be tested to confirm if there are asbestos containing materials or any other hazardous materials present. These funds were allocated within the 2020 Bond budget.

PROGRAM DESCRIPTION:

Hazardous materials surveying services will include sampling of existing materials, laboratory testing and will be summarized in a written report. Should hazardous materials be identified, a subsequent process will be initiated to have those materials removed prior to construction.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF HAZARDOUS MATERIALS SURVEYING SERVICES
FOR JACKSON ELEMENTARY SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for the Jackson Elementary School additions and renovations in the total amount of \$ [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Hazardous materials surveying services is a professional service that the District must contract directly. Prior to construction work on existing facilities, the materials that will be disturbed must be tested to confirm if there are asbestos containing materials or any other hazardous materials present. These funds were allocated within the 2020 Bond budget.

PROGRAM DESCRIPTION:

Hazardous materials surveying services will include sampling of existing materials, laboratory testing and will be summarized in a written report. Should hazardous materials be identified, a subsequent process will be initiated to have those materials removed prior to construction.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF PROFESSIONAL TOPOGRAPHIC SURVEYING
FOR CAMPBELL ELEMENTARY AND WILLIAMS ELEMENTARY
SCHOOLS' ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying for the Campbell Elementary and Williams Elementary schools' additions and renovations in the amount of \$ [redacted] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Professional topographic surveying is a professional service that the District must contract directly. Charlie Kalkomey Surveying, Inc. A Jones & Carter Company has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2020 Bond budget.

- Campbell Elementary..... \$ [redacted]
- Williams Elementary..... \$ [redacted]

PROGRAM DESCRIPTION:

Upon approval, Charlie Kalkomey Surveying, Inc. A Jones & Carter Company will provide the topographic survey information needed for the design of Campbell Elementary and Williams Elementary schools' additions and renovations.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF GEOTECHNICAL STUDY FOR
CAMPBELL ELEMENTARY AND WILLIAMS ELEMENTARY
SCHOOLS' RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve HTS, Inc. Consultants for the geotechnical study for the Campbell Elementary and Williams Elementary schools' renovations in the amount of \$ [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Geotechnical engineering services are a professional service that the District must contract directly. HTS, Inc. Consultants 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 2020 Bond budget.

PROGRAM DESCRIPTION:

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design of the Campbell Elementary and Williams Elementary schools' renovations.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF HAZARDOUS MATERIALS SURVEYING SERVICES
FOR CAMPBELL ELEMENTARY AND WILLIAMS ELEMENTARY
SCHOOLS' ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for the Campbell Elementary and Williams Elementary schools' additions and renovations in the total amount of \$ [redacted] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Hazardous materials surveying services is a professional service that the District must contract directly. Prior to construction work on existing facilities, the materials that will be disturbed must be tested to confirm if there are asbestos containing materials or any other hazardous materials present. These funds were allocated within the 2020 Bond budget.

- Campbell Elementary School \$ [redacted]
- Williams Elementary School \$ [redacted]

PROGRAM DESCRIPTION:

Hazardous materials surveying services will include sampling of existing materials, laboratory testing and will be summarized in a written report. Should hazardous materials be identified, a subsequent process will be initiated to have those materials removed prior to construction.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF HVAC TEST AND BALANCE FOR
MAXINE PHELAN ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Engineered Air Balance for the HVAC test and balance service for the HVAC Web Controls at Maxine Phelan Elementary School in the amount of \$ [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The HVAC test and balance service is a professional service that the District must contract directly. Engineered Air Balance has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2017 Bond budget.

PROGRAM DESCRIPTION:

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

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF CENTERPOINT ENERGY TERMS AND CONDITIONS
FOR MAXINE PHELAN ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the CenterPoint Energy Terms and Conditions package for the installation of overhead and underground electric service for Maxine Phelan Elementary School in the amount of \$ [REDACTED] and authorize the Board President to execute the agreement documents.

IMPACT/RATIONALE:

The terms and conditions are required to be executed for CenterPoint Energy to provide electric service for Maxine Phelan Elementary School. CenterPoint documents are separated into overhead (\$ [REDACTED]) and underground (\$ [REDACTED]) work for a combined total of \$ [REDACTED] for the electric service.

These funds were allocated within the 2014 Bond budget.

PROGRAM DESCRIPTION:

Upon approval, the Board President will execute the agreement documents and CenterPoint Energy will begin design and installation of the permanent electrical service for Maxine Phelan Elementary School.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF PROFESSIONAL TOPOGRAPHIC SURVEYING
FOR THE POLICE STATION**

RECOMMENDATION:

That the Board of Trustees approve Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying for the Police Station in the amount of \$ [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Professional topographic surveying is a professional service that the District must contract directly. Charlie Kalkomey Surveying, Inc. A Jones & Carter Company has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2020 Bond budget.

PROGRAM DESCRIPTION:

Upon approval, Charlie Kalkomey Surveying, Inc. A Jones & Carter Company will provide the topographic survey information needed for the design of the Police Station.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

DISCUSSION OF MDF/IDF A/C INSTALLATION

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for installation of MDF/IDF air conditioning and power upgrades and authorize the Board President to execute the proposal.

IMPACT/RATIONAL:

The installation of MDF/IDF air conditioning and power upgrades is a district wide project. This project will be awarded through the [REDACTED] Cooperative. # [REDACTED] Funds were allocated within the 2020 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, [REDACTED] will install the systems needed for completion of the project. The cost proposal is attached for reference.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF GEOTECHNICAL INVESTIGATION STUDY FOR
WESSENDORFF MIDDLE SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for the geotechnical investigation study for Wessendorff Middle School in the amount of \$ [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Geotechnical engineering services are a professional service that the District must contract directly. [REDACTED] 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 2020 Bond budget.

PROGRAM DESCRIPTION:

Geotechnical engineering services will generate reports that provide information about the foundation at Wessendorff Middle School.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF SANITARY SEWER INVESTIGATION
FOR AUSTIN ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve _____ for the sanitary sewer investigation for Austin Elementary School in the amount of \$ _____.

IMPACT/RATIONALE:

The sanitary sewer investigation is a professional service that the District must contract directly. These funds were allocated within the 2020 Bond budget.

PROGRAM DESCRIPTION:

The sanitary sewer investigation will verify the condition of existing sanitary lines under the building to determine what repairs are needed. This investigation is crucial in the design and repairs of Austin Elementary School.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities and Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF SANITARY SEWER INVESTIGATION
FOR HUGGINS ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for the sanitary sewer investigation for Huggins Elementary School in the amount of \$ [REDACTED].

IMPACT/RATIONALE:

The sanitary sewer investigation is a professional service that the District must contract directly. These funds were allocated within the 2020 Bond budget.

PROGRAM DESCRIPTION:

The sanitary sewer investigation will verify the condition of existing sanitary lines under the building to determine what repairs are needed. This investigation is crucial in the design and repairs of Huggins Elementary School.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning
Jim Rice, President, Rice & Gardner Consultants, Inc.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF SPECIAL NEEDS PPCD PLAYGROUND EQUIPMENT
FOR JACKSON ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for the installation of the Special Needs PPCD playground equipment at Jackson Elementary School in the amount of \$ [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

On November 3, 2020 a bond referendum was approved that included the installation of the Special Needs PPCD playground equipment at Jackson Elementary School. [REDACTED] Is part of the [REDACTED] Cooperative Pricing contract # [REDACTED]. Since Lamar CISD is a member of the [REDACTED] Cooperative, the District can take advantage of the competitive pricing already established. These funds were allocated within the 2020 Bond budget.

PROGRAM DESCRIPTION:

Upon approval, [REDACTED] will begin installation of the Special Needs PPCD playground equipment at Jackson Elementary School.

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF THE VIDEO SYSTEM FOR THE FULSHEAR SATELLITE
TRANSPORTATION CENTER**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for the installation of the video system for the Fulshear Satellite Transportation Center in the amount of \$ [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

On November 3, 2020 a bond referendum was approved that included the installation of the video system for the Fulshear Satellite Transportation Center. [REDACTED] Is part of the [REDACTED] Cooperative Pricing contract # [REDACTED]. Since Lamar CISD is a member of the [REDACTED] Cooperative, the District can take advantage of the competitive pricing already established. These funds were allocated within the 2020 Bond budget.

PROGRAM DESCRIPTION:

Upon approval, [REDACTED] will begin installation of the video system for the Fulshear Satellite Transportation Center

Submitted By: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director of Facilities & Planning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent