



A PROUD TRADITION | A BRIGHT FUTURE

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## LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Regular Board Meeting

Thursday, May 19, 2016

7:00 PM

**LAMAR CISD BOARD OF TRUSTEES  
REGULAR BOARD MEETING  
BRAZOS CROSSING ADMINISTRATION BUILDING  
3911 AVENUE I, ROSENBERG, TEXAS  
MAY 19, 2016  
7:00 PM**

**AGENDA**

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Student Reports
  - A. Poetry in Motion - George Junior High
4. Recognitions/awards
  - A. Tommy Tune Best Actor
  - B. Gates Millennium Scholar
  - C. Valedictorians and Salutatorians
5. Introductions
6. Audience to patrons
7. Approval of minutes
  - A. April 14, 2016 - Special Board Meeting 7
  - B. April 19, 2016 - Special Meeting (Workshop) 13
  - C. April 21, 2016 - Regular Board Meeting 22
8. Board members reports
  - A. Meetings and events
9. Superintendent reports
  - A. Meetings and events
  - B. Information for immediate attention
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      - d. Foster High, George Ranch High, Lamar Consolidated High, and Terry High school Theater 36
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Alternative Education Program

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A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the	

following purposes: (Time \_\_\_\_\_)

1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee. 244
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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**

ADJOURNMENT: (Time \_\_\_\_\_)

If during the course of the meeting covered by this notice, the Board should determine that a closed session of the Board should be held or is required in relation to an item noticed in this meeting, then such closed session as authorized by Section 551.001 et seq. of the Texas Government Code (the Open Meetings Act) will be held by the Board at that date, hour or place given in this notice or as soon after the commencement of the meeting covered by this notice as the Board may conveniently meet in such closed session concerning any and all subjects and for any and all purposes permitted by Section 551.071-551.084, inclusive, of the Open Meetings Act, including, but not limited to:

Section 551.084 - For the purpose of excluding witness or witnesses from a hearing during examination of another witness.

Section 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law.

Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property.

Section 551.073 - For the purpose of considering a negotiated contract for a prospective gift or donation.

Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.

Section 551.082 - For the purpose of considering discipline of a public school child or children or to hear a complaint by an employee against another employee if the complaint or charge directly results in a need for a hearing.

Section 551.076 - To consider the deployment, or specific occasions for implementation, of security personnel or devices.

Section 551.083 - For the purpose of considering the standards, guidelines, terms or conditions the Board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements provided for by Section 13.901 of the Texas Education Code.

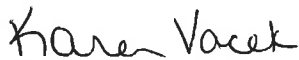
Section 551.0821 – For the purpose of deliberating a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation.

Should any final action, final decision or final vote be required in the opinion of the Board with regard to any matter considered in such closed session, then such final action, final decision or final vote shall be at either:

- a. the open meeting covered by this notice upon the reconvening of this public meeting, or
- b. at a subsequent public meeting of the Board upon notice thereof, as the Board may determine.

**CERTIFICATE AS TO POSTING OR GIVING OF NOTICE**

On this 13th day of May 2016 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.



Karen Vacek  
Secretary to Superintendent

**Special Meeting**

**Be It Remembered**

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

**Notice of Special Meeting Held**

On this the 14<sup>th</sup> day of April 2016, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session in Rosenberg, Fort Bend County, Texas.

**1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM**

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

**Members Present:**

Kathryn Kaminski	President
Kay Danziger	Vice President
Anna Gonzales	Secretary
Tyson Harrell	Member
Melisa Roberts	Member
James Steenbergen	Member
Frank Torres	Member

**Others Present:**

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
Jill Ludwig	Chief Financial Officer
Leslie Haack	Executive Director of Secondary Education
Kathleen Bowen	Chief Human Resources Officer
Mike Rockwood	Executive Director of Community Relations
Valerie Vogt	Academic Administrator
Rick Morris	Attorney

**BUSINESS TRANSACTED**

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

Ms. Kaminski read a statement where she apologized for the behavior at the previous board meeting.

Mr. Torres apologized to the Board and the patrons for his behavior at the last board meeting.

## **Minutes of Special Board Meeting April 14, 2016 – page 2**

Mr. Steenbergen stated that he was disappointed in the coverage from the newspaper. There were great things going on with the students in the District, but all the newspaper reported was the garbage going on.

### **2. AUDIENCE TO PATRONS**

Joe Greenwell addressed the Board saying that School Board Members are public officials and politicians. He said this is a public meeting called by them and must have a section open to individuals who wish to comment on issues of interest to them. He said this is the place for them to comment on Board Members performance, behaviors, or activities. He said the suggestion that topics be addressed through a normal process and behind closed doors violates the patrons' right of free speech. He feels a second Board President has attempted to silence his comments in an open meeting about an elected official by suggesting Mr. Torres' name not be spoken. He said the President did not have a problem when Pastor Anthony Ray Chavez used a Board Member's name in open session while offering his criticism of Ms. Gonzales. He asked if this was an attempt to silence free speech, an act of discrimination of only himself or is it against speech that you do not approve. He went on to explain the activities of the last meeting and he feels Mr. Torres' outburst was a violation of the open meetings act. He also stated that he still had time to address the Board. He went on to say that the Superintendent is not on the same level of the Board of Trustees.

Carolyn Jenkins addressed the Board about a transportation issue happening in Kendleton.

### **3. ACTION ITEMS**

#### **3. A GOAL: PLANNING**

##### **3. A-1 Discussion and possible action regarding procedures for nomination and selection of names for schools**

Ms. Kaminski gave the Board a list of her ideas of how to expedite the process.

Ms. Roberts feels the list of 14 names they received coincide with what was submitted.

Ms. Danziger verified they were naming 5 elementary schools and 1 middle school and asked if they do not name all the elementary schools at this time, can they still use the names from the 2014 submission or do they have to go back through the process. Mr. Rockwood said it is the Board's pleasure to do whichever process.

Ms. Kaminski said to come up with the 14 names she took the original 25, removed the one for the tennis courts, and any name that had two votes or more she placed them on the list.

Mr. Rockwood said that is exactly what the Board is scheduled to do at the Regular Board meeting.

Ms. Kaminski asked if it would help if they re-ranked the 14 names. Mr. Steenbergen liked that idea of ranking them again.

Ms. Kaminski said they should pick 5 names for the elementary schools and 1 name for the middle school and then Mr. Rockwood can compile that list for the Board.



### **Minutes of Special Board Meeting April 14, 2016 – page 3**

Ms. Gonzales said she is not in agreement of using the list of 14 names. She did not bring her list with her and wanted to verify that her names were on the list. She said Fort Bend County is one of the most diverse counties in the nation, and it is important to her that these names be multi-cultural and they name the schools after leaders that are Hispanic and African American.

Ms. Kaminski asked if they needed to make a motion.

Mr. Morris said it would be preferable that they have a process in mind before they make a motion, so that there is clarity as to what they are expecting the administration and fellow Board members to do.

Ms. Danziger asked for clarification on how many names they were submitting. Ms. Kaminski said they should submit five names and rank them for the elementary schools and one for the middle school.

Ms. Roberts asked if they could have duplicate names.

Mr. Morris said if you felt very strongly about two candidates, you could list the same two names for every campus.

Ms. Roberts suggested they not rank the names.

It was moved by Dr. Harrell and seconded by Mr. Steenbergen that the Board of Trustees submit another list names. They will submit five candidates for elementary schools (unranked) and two candidates for middle schools (unranked) from the already narrowed list of 14 names. Candidate names can appear simultaneously on each list. These names should be submitted to Mr. Rockwood by April 18th.

Ms. Gonzalez said it appears there is only one African American on the list and there are no Hispanics on the list of 14 names. She said that over 50% of the school district is Hispanic. Ms. Kaminski said the district has schools named after Hispanics.

Voting in favor of the motion: Mr. Steenbergen, Ms. Danziger, Ms. Kaminski, Ms. Roberts, and Dr. Harrell.

Voting in opposition of the motion: Mr. Torres and Ms. Gonzales

The motion carried.

### **3. A-2**

#### **Discussion and possible action regarding Board Operating Procedures and Board policies governing Board member ethics/conduct**

Ms. Kaminski gave the members a list of things that they might want to include in the procedures.

Ms. Roberts asked if this is what they want to address and accomplish in the training. Ms. Kaminski said yes.

Ms. Kaminski said there are so many things the general public thought the Board has the authority to do quickly, but they are finding there is a process they must go through. Some things are not very clear in the Board Operating Procedures and these things need to be visited.

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Ms. Roberts suggested Ms. Kaminski and Mr. Steenbergen search for a consultant and make sure this is part of what they are looking for when interviewing the consultants.

Mr. Steenbergen said there are some legal requirements, but they may want to put something that goes beyond that. An example he used was the Campaign Finance donation, and whether it is legal for employees of a company to give money to candidates running for the Board. When they accumulate enough people to make large sums of money from several individuals in a company, the appearance is bad. He felt you get past the legal standpoint, but ethically the Board may not want this.

Mr. Morris said anytime you revise the Board Operating Procedures, they need to be consistent with Board policy; and consistent with state law. This ends up being a cumbersome process. His concern is if they meet with a facilitator and start from all the collective thoughts from all Board members, both past and present, they are going to spend all their time not getting the value of the facilitator for the team building. They will spend all their time working line by line through what they may want the Board Operating Procedures and Board policies to look like. He does not think this is effective use of the Board's time. His recommendation was that the Board President appoint a committee to make proposed recommended changes to the Board Operating Procedures and Board policy to include concerns of ethics. Then have this recommendation in place before they actually meet with the facilitator, so they can efficiently have a meaningful discussion about the committee's work that is being done. The committee's work would only be advisory, it is a starting point.

Mr. Steenbergen thought this would be a good focus.

Mr. Morris said then TASB would review the proposed policy revisions so they can tell them if something is not consistent with the law.

Dr. Harrell said if they have a committee, can other Board members still submit suggestions. Ms. Kaminski said yes.

Mr. Morris said he has a concern about this. He said if they have suggestions and are not on the committee, they should wait and bring those up when they have a duly called meeting. Because they are engaging in a deliberation amongst a quorum of Board members. He recommended they avoid this.

Ms. Kaminski asked if a motion needed to be made to appoint the committee.

Mr. Morris said Board policy gives the Board President the authority to appoint ad hoc committees. Therefore no vote of the Board is needed.

### **3. A-3**

#### **Discussion and possible action regarding selection of a facilitator for board training**

Ms. Kaminski said it is her understanding that she has the authority to pick the trainers for the workshops. She said there are two options, either she can talk to the consultants and select a person or they can create a committee that can talk to the consultants. She expressed this would possibly be a two day training, probably in July or August.

Ms. Kaminski went on to report the recommendations she received from a couple of consultants.

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Mr. Steenbergen asked if they would be looking at Board Operating Procedures and Board policies as well. Ms. Kaminski said they would need to decide if they want to do that all at one time. Mr. Steenbergen said they need to do all at one time because everything has to be aligned.

Dr. Randle reminded the Board the requirement is that they do the Board/ Superintendent Team Building. Typically they have used this opportunity to look at the priorities and this has been done in the Fall.

Ms. Danziger asked if the Board has a budget that they have to adhere to. Ms. Kaminski said she would like to see how much they are allowed to use. Ms. Ludwig said they would have to pull that information but they can always do an amendment.

Dr. Randle said it was not necessarily budgeted for, depending on the amount, but they can make decisions about what is already allocated and what they want to spend.

Mr. Steenbergen said it should be based on the quality vs. the money they have to spend. He also said he would work with Ms. Kaminski to bring information back to the Board at the next meeting.

Ms. Kaminski asked if they needed to make a motion.

Mr. Morris said they can do one of two things. They could postpone this item until the next regular meeting or the Board could simply delegate that authority to Ms. Kaminski to make the final decision and she enlist the aid of Mr. Steenbergen.

They agreed there was no need for action tonight.

### **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
  - 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 convene in Closed Session.

### **ADJOURNMENT**

The meeting adjourned at 7:34 p.m.

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**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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**Kathryn Kaminski**  
**President of the Board of Trustees**

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**Anna Gonzales**  
**Secretary of the Board of Trustees**

**Special Meeting**

**Be It Remembered**

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

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**1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM**

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**Members Present:**

Kathryn Kaminski	President
Kay Danziger	Vice President
Anna Gonzales	Secretary
Tyson Harrell	Member
Melisa Roberts	Member
James Steenbergen	Member
Frank Torres	Member

**Members Absent:**

**Others Present:**

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
Jill Ludwig	Chief Financial Officer
Linda Lane	Interim Executive Director of Elementary Education
Leslie Haack	Executive Director of Secondary Education
Kathleen Bowen	Chief Human Resources Officer
Mike Rockwood	Executive Director of Community Relations
David Jacobson	Chief Technology Information Officer
Rick Morris	Attorney

**BUSINESS TRANSACTED**

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

**2. Discussion of April 21<sup>st</sup> Regular Board Meeting Agenda Items**

## Minutes of Special Board Meeting April 19, 2016 – page 8

The Board reviewed the April 21<sup>st</sup> Regular Board Meeting agenda items.

### **10. ACTION ITEMS**

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

##### **10. A-1 Consider approval of out-of-state student trip requests, including, but not limited to: a. District Math Finalists**

Ms. Kaminski asked if they could get a breakdown of what grades, between 5 through 12, were going on this trip. Ms. Haack said she did not have the breakdown of the grades, only the schools. They are from Briscoe Jr. High, George Ranch High and Reading Jr. High schools.

Ms. Roberts asked if they just recently competed and is this why it is coming up so soon. Ms. Haack said yes they just competed.

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

##### **10. B-3 Consider ratification of Financial and Investment Reports**

Mr. Steenberg asked about the 116.3% over the budget item under other operating expenditures. Ms. Ludwig said this is where electricity is charged and the budget needs to be reclassified.

##### **10. B-4 Consider approval of budget amendment requests**

Ms. Kaminski asked about the development center money and is it going to Jackson Elementary for the drainage project. Ms. Ludwig said yes, this is a reclassifying of funds. Ms. Kaminski asked about the temporary buildings. Ms. Ludwig said last month there was an amendment for the actual building of the buildings, then the FF&E, and rental of the restroom facilities. But the numbers were not complete for the security cameras and some FF&E items. She said this is completing the budget for the portable buildings for next year.

Ms. Roberts asked if they are building the buildings onsite instead of bringing them in. Mr. McKeever said that is correct, these buildings move much better.

Ms. Kaminski asked where the restroom building will be located at Hubenak. Mr. McKeever said it will be located at the northeast corner of the building and it is a rental facility. Mr. Torres asked if the plumbing was running to drainage or a tank. Mr. McKeever said it will be connected to the sewer.

##### **10. B-6 Consider approval of awards, custom apparel, promotional and related items**

Ms. Kaminski asked how many vendors are local. Ms. Leach said she will research by zip code and provide a list.

##### **10. B-7 Consider approval of amended procurement method criteria for the 2014 bond projects**

Ms. Leach said there was an error in the procurement method and they wanted to clean up the language before it goes out for any procurements.

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Mr. Steenbergen asked to have it explained why this was changed and why they cannot give points for being a local business. Ms. Leach said this is in government code and has to be omitted, but the law gives no real rationale as to why.

### 10. B-11 Consider approval of request for 2016 Historic Site Exemption Qualification for the Simonton School

Ms. Ludwig said this property is split with 20% to the business and 80% to the residential portion. This request is for the residential side. The business is Osbourne Photography which is an art gallery with antiques. It is helping to improve the historical nature of the building. Fort Bend County has already granted the exemption for 2016.

Mr. Torres asked who owns the building. Ms. Ludwig said Paula Reeder.

Dr. Harrell asked if she has owned it previously. Ms. Ludwig said yes, to her knowledge.

Ms. Danziger verified it is not a complete tax relief, only a portion.

Ms. Roberts said it is 80% and still a large portion.

Ms. Kaminski asked if Ms. Reeder lives there. Ms. Ludwig said yes.

Ms. Gonzales asked how long she has lived there. Ms. Ludwig said she is guessing she has lived there 12 years. Ms. Gonzales asked Mr. Morris if Ms. Reeder, who was in the audience, could respond to any questions. Mr. Morris said it has not been the Board's practice, he suggested the Board provide the administration with a list of questions and they can call and gather those answers.

### 10. B-12 Consider approval of Interdistrict Student Transfers for the 2016-2017 school year

Ms. Kaminski asked if any schools are restricting transfers to local families. Dr. Randle said they are not being restricted.

### 10. B-13 Consider approval of purchase agreement for TASB Energy Cooperative Member Purchasers Fixed-Rate Transportation Fuel Program

Dr. Harrell asked if they bring the fuel to the bus barn. Mr. McKeever said yes.

Mr. Torres asked if fuel prices drop, can we go to another source. Mr. McKeever said we are only doing about 75% of what we need. We have to purchase 75% within 18 months. Mr. Torres said he would suggest pushing for 50%. Ms. Leach said the District has met this before and TASB has waivers where the District could do a trade out.

Ms. Kaminski said it excludes taxes and fees. Ms. Leach said the District does not have to pay additional fees over the top.

### 10. B-14 Consider approval of engineer ranking for the Foster High School water plant upgrades, HVAC controls and other bond projects

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Ms. Roberts asked if a firm was interested in both projects were they eliminated. Mr. Hoyt said no. Mr. Hoyt said they were ranked as a group.

Mr. Torres asked if KCI will be considered for HVAC. Mr. Hoyt said they would initially talk to EMA because they were the highest ranked firm. Mr. Torres thought it would be advantages to have one firm do both projects.

### 10. B-16 Consider approval of CSP #20-2016VRG for Elementary #25

Ms. Roberts asked if Gamma was currently building Elementary #24 and why they did not bid on this project. Mr. Hoyt said the week before they were low bidder on two other schools and they said they could do the project but they did not have a Superintendent until part way through the construction. Mr. Hoyt said they needed a qualified Superintendent to start the job.

Mr. Torres asked if these firms are stretched too far to put a Superintendent on a project. Mr. Hoyt said one firm told them that, but there are currently many schools being built. Mr. Torres asked if they are putting up a performance bond. Mr. Hoyt said yes.

Ms. Roberts asked who was involved in evaluating this process. Mr. Hoyt said himself, Mike Woods, Mr. McKeever, and Mr. Morgan.

Mr. Torres asked what the performance bond specifies that they put up, and what happens if they do not meet the deadline. Mr. Hoyt said it is a payment and performance bond, it guarantees payment to subcontractors and guarantees performance. Mr. Torres requested a copy of the Payment and Performance Bond.

### 10. B-17 Consider approval of Texas Education Agency Code Compliance Review for Elementary #25

Ms. Roberts asked how this is different from the third party review and inspection from a previous agenda item. Mr. Hoyt said one is for ADA requirements and one is for building code requirements. He said this takes the place of the county doing plan reviews. Ms. Roberts asked if we are using the same firm as Elementary #24. Mr. Hoyt said no but the District has used them before.

Mr. Torres asked if we completely eliminate having to go through county inspections. Mr. Hoyt said no some county inspections are still required.

### 10. B-18 Consider approval of change order #1 for the Churchill Fulshear Jr. High and Dean Leaman Junior High complex

Mr. Steenbergen asked if this has changed since the design of the facility. Mr. Bailey said it has not. Mr. Steenbergen asked why this was a surprise. Mr. Bailey said it was not a surprise and they have been talking about it for a while and this is the reason they did bid the alternate pumps. He said this was in the bid as alternates in hopes they would not have to use them. Mr. Torres asked if the pumps could be pulled and set aside and used for another project. Mr. Bailey encouraged them not to do that because city water pressure is not a constant.

Ms. Roberts said it is written as a change order and a significant increase in price, she is hearing it was expected and already bid. She asked what the difference is in the amount set aside and the change order. Mr. Bailey said they could have put in an



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allowance, but in this instance they bid it as alternates and this allowed them to be able to accept them later. Ms. Roberts' issue is she feels they saw there might be a problem, and could have saved some money, but instead they are doing a change order which increases the price. Mr. Bailey said the allowance includes the fees and the District does not get the fees back. Dr. Randle said even with the change order this is still within the project budget.

### 10. B-20 Consider approval of names for new elementary schools and middle school

Mr. Rockwood clarified that if a school is needed in Tamarron Lakes it is required to be named Tamarron Elementary School. The Board could add verbiage to the motion that if this elementary school is needed to be built sooner, that the current name would move down to the next one.

Mr. Torres asked if they will have a discussion as to why or why not a school should be named after someone. Ms. Kaminski said they will do this on Thursday.

### 10. B-21 Deliberation and action regarding recommendation for selection of a facilitator for board training

Mr. Steenbergen said he and Ms. Kaminski met about this, they decided to come up with a committee to start looking at what revisions should be made to the Board Operating Procedures and Board policies. They would then let the committee interview the facilitator. Ms. Kaminski would appoint the subcommittee to start working on this.

Ms. Kaminski said the action item after this would really come first.

Dr. Randle said the Board does not have to take action on this item.

### 10. B-22 Deliberation and action regarding proposed creation of special committee to review Board Operating Procedures and Board Policies

Ms. Kaminski said she will formally appoint the committee on Thursday. The committee will consist of Dr. Harrell, Mr. Steenbergen and Ms. Danziger.

### 10. B-23 Deliberation and possible action regarding process for selecting and hiring external auditor to perform operational audits as determined by the Board

Mr. Steenbergen said this is really a functional review of all the functions that make up LCISD, including the Board. They will have someone on the outside look to see if each function is operating under the guidelines of each department.

Ms. Kaminski said they talked a lot about the growth and want to be a step ahead of the growth, looking at what is needed for the future.

Ms. Gonzales asked if we have had this type of audit before. Dr. Randle said there have been different types of audits in the past; construction, curriculum, transportation, etc.

Ms. Kaminski asked Ms. Leach to explain the RFQ process. Ms. Leach said the audits are performed by licensed professionals. The vendors will submit a RFQ statement and what they have done in the past and for other school districts. This cannot be based initially on the price.

## Minutes of Special Board Meeting April 19, 2016 – page 12

Mr. Morris said the scope of services that they will perform needs to be determined. The firm will need the Board to lay out the priorities.

Mr. Steenbergen said a group would work with Ms. Leach and describe what they wish to have done to help build the scope. They will need at least 3-4 weeks to respond.

Ms. Danziger asked if they had to take action on Thursday.

Mr. Morris said they will need a motion to start the procurement process and authorize the administration to initiate the RFQ.

Ms. Gonzales would like a copy of all our current audits and the cost. The Board should consider what they are already doing and that this new audit does not overlap those.

Ms. Kaminski said when she spoke to Mr. Gibson the definition they came up with was this audit being a professional service that provides oversight, data analysis, management teaming, achievement gaps, finances, and receive data in all areas including academic achievement. Ms. Kaminski went on to say she was told it would be expensive and a lot of districts break it down into priorities.

Ms. Ludwig reminded them that this is the time of year that they are required by law to have a financial audit.

Mr. Steenbergen said the functional audits he has been involved in also looks at the inter-relationship between functions as well.

### 10. C GOAL: PERSONNEL

#### 10. C-1 Consider approval of Texas Principal Evaluation and Support System as District principal evaluation instrument

Mr. Steenbergen asked how they found the system and how they feel about it. Ms. Haack said last year some campuses piloted it; and they like it.

Ms. Roberts asked how long it will take to retrain everyone. Dr. Bowen said that most are already trained since we have been a pilot for 2 years. But it does require annual recertification, which is an online process done at their convenience.

#### 10. C-2 Consider approval of Texas Teacher Evaluation and Support System as District teacher evaluation instrument

Ms. Kaminski said she read that this recommendation will be piloted by volunteer campuses. Dr. Bowen said this is the student growth piece that must be measured. Dr. Bowen said for the upcoming school year they have had campuses that have volunteered to pilot.

Dr. Randle said all school districts in the State of Texas will have to use T-PESS or T-TESS or design their own system and this goes into effect this coming school year.

### 10. D GOAL: SAFE, DRUG-FREE AND DISCIPLINED SCHOOLS

## Minutes of Special Board Meeting April 19, 2016 – page 13

### 10. D-1 Consider approval of the Lamar CISD Student Code of Conduct and Extra-Curricular Code of Conduct for the 2016 – 2017 school year

Ms. Haack went over the changes being made to the Student Code of Conduct. She said campus administration has the autonomy to address clothing or grooming they feel may be inappropriate, a safety concern, or can reasonably be expected to cause disruption or interference with normal school operations. Ms. Danziger verified that there is a rule but each campus has some wiggle room, so to speak. Ms. Haack said yes they have the autonomy because many times the principal knows the students on their campus.

## 11. INFORMATION ITEMS

### 11. A GOAL: PLANNING

#### 11. A-5 Transportation Update

Ms. Kaminski asked about the discipline referrals that decreased from 369 to 182 in one month. Mr. Jones said it was a short month and with the breaks we see decreases.

Ms. Roberts asked if he has an estimate of how many more drivers will be needed for next year. Mr. Jones said no, but they are working on the routes now.

#### 11. A-6 Medical/Rx Plan Structural Changes

Ms. Danziger asked if the teachers have been informed of the changes. Dr. Bowen said there is an insurance committee and that information is taken back to the campuses.

Mr. Steenbergen asked Dr. Bowen to mention the increased contribution by the District. Dr. Bowen said the District per-employee per-month contribution will increase from \$355 to \$420.

Mr. Torres asked how much of an increase the employees will have to contribute. Dr. Bowen said it depends on the plan they have, the lowest increase is \$4.03 per month and the highest is \$69.74 per month if they have the lowest deductible and if they carry their entire family. Mr. Torres said someone that has to insure their whole family and are at the lower end of the pay scale, this will be much more than their raise. He thinks the District should absorb more of this amount. Dr. Bowen said they did increase the amount the District is contributing and the District is absorbing 18% of the increase.

Ms. Kaminski asked to have the Affordable Care Act explained and how the increase is out of our hands and has restrictions. Mr. Sunday said the Affordable Care Act provides guidelines in terms of how much the out of pocket costs can be on a qualified plan. This is the combination of the deductible, co-pays, and pharmacy co-pays. All of the Districts plans are qualified under the Affordable Care Act.

Mr. Torres asked if there is a maximum the District can contribute. Mr. Sunday said there is not a maximum, the District is trying to keep the balance between what they have historically contributed and the percentage that the employees contribute. The District has always contributed a higher amount of the total cost than what the employees contribute.

## **Minutes of Special Board Meeting April 19, 2016 – page 14**

Ms. Roberts asked if we take into consideration what other districts contribute and where do we stand. Dr. Bowen said we are ahead of the pack.

Ms. Gonzales said earlier it was stated most employees select plan A so it is actually a \$7.89 increase. Mr. Sunday said about 60% of employees select plan A.

Ms. Roberts asked how many substitutes are opting into the program. Ms. Harris said there are not very many.

Ms. Gonzales asked how many people make the \$11.19 per hour. Dr. Bowen said this is the midpoint. Ms. Ludwig said this is the manual trades pay grade 1.

Ms. Gonzales asked for the percentage of employees that are in that lower hourly rate.

### **11. B-9 Bond Committee**

Ms. Roberts said she was looking for how we select the committee, how many representatives on the committee from the different schools, how long it takes from beginning to end, and what is the timeline from start to end. She feels like we do not have a lot of time to waste.

Ms. Kaminski asked about establishing a timeline. Mr. Rockwood said this is the opportune time to go out for a November 2017 Bond. They would take this school year to do a needs assessment and around March create the bond committee and it would meet. Then in August a Bond Referendum would be called. Mr. Steenbergen asked if this is the target for November 2017. Mr. Rockwood said yes and this falls in line with our three year bond cycle. The committee consists of 65 members. The process would probably start in March. Dr. Harrell asked if there are students on the committee. Mr. Rockwood said yes, 10 students.

Ms. Danziger asked if others can bring needs to the committee during the needs assessment.

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

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
  - a. Approval of personnel recommendations for employment of professional personnel
  - b. Employment of professional personnel (Information)
  - c. Employee resignations and retirements (Information)
  - d. Consider renewal of contracts for professional teachers/support personnel
  - e. Consider renewals for late hires
  - f. Consider proposed termination of staff on probationary contracts, including teachers, at end of contract
  - g. Consider employment of Principal for Terry High School
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
  - a. Land

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3. Section 551.071 – To meet with the District’s attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
  - a. Any item listed on the agenda
  - b. Discuss pending, threatened, or potential litigation, including school finance litigation

The Board did not convene in Closed Session.

**ADJOURNMENT**

The meeting adjourned at 8:30 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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**Kathryn Kaminski**  
**President of the Board of Trustees**

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**Anna Gonzales**  
**Secretary of the Board of Trustees**

**Regular Meeting**

**Be It Remembered**

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

**Notice of Regular Meeting Held**

On this the 21<sup>st</sup> day of April 2016, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

**1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM**

This meeting was duly called to order by the President of the Board of Trustees, Ms. Kathryn Kaminski, at 7:00 p.m.

**Members Present:**

Kathryn Kaminski	President
Kay Danziger	Vice President
Tyson Harrell	Member
Melisa Roberts	Member
James Steenbergen	Member
Frank Torres	Member

**Members Absent:**

Anna Gonzales	Secretary
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**Others Present:**

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
Jill Ludwig	Chief Financial Officer
Linda Lane	Interim Executive Director of Elementary Education
Leslie Haack	Executive Director of Secondary Education
Kathleen Bowen	Chief Human Resources Officer
Mike Rockwood	Executive Director of Community Relations
David Jacobson	Chief Technology Information Officer
Valerie Vogt	Academic Administrator
Sarah Langlois	Attorney

**BUSINESS TRANSACTED**

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

**2. OPENING OF MEETING**

The prayer was led by Ms. Haack, and the pledge of allegiance was recited.

**3. STUDENT REPORTS**

**a. The Leader In Me - Hutchison Elementary School**

Alex Ducuron (4<sup>th</sup>), Kalee Tse (4<sup>th</sup>), Jackson Roam Kuriakose (4<sup>th</sup>), Taylor Joyner (5<sup>th</sup>), and Jonathan Gilmore (5<sup>th</sup>) presented The Leader In Me program at Hutchison Elementary. A grant has allowed the teachers to be trained to teach the Stephen Covey 7 Habits of Highly Effective People. At the school every student is important and a leader in their school. They invited everyone to attend their leader day on May 19<sup>th</sup> at Hutchison Elementary School.

**4. RECOGNITIONS/AWARDS**

None

**5. INTRODUCTIONS**

None

**6. AUDIENCE TO PATRONS**

Paula Reeder addressed the Board about the Historic Site Exemption for Simonton School. She said the site was a school for approximately 40 years from the mid 1920's until the mid-1960s. It became part of LCISD in the 1950's. She bought it about 12 years ago when it should have been condemned. She has been living there since 2008. She explained the process she went through to get a historic designation for the property. She said it currently has an antique camera museum and antique photography expo.

Jennifer Lane addressed the Board about the technology in the schools. She said the maroon track PTOs spend a lot of money on technology. She wanted to know how this compared to other schools in the District. She wants all kids to have an equal opportunity in the District. She is concerned the Bond money may not be used effectively.

Joe Greenwell addressed the Board about nominating Toni Schrame as the name of the new Natatorium. He also suggested the Board not stop at the year 2012 in terms of the outside auditors coming in to look at things within the District. He also said at the last board meeting the Board President apologized for some inappropriate outburst. He said Mr. Torres apologized as well and in his apology he said he was only trying to correct incorrect statements made by Mr. Greenwell. Mr. Greenwell thinks Mr. Torres should have an opportunity to defend himself. He gave the Board a handout of documentation of the information that Mr. Torres had posted on social media.

**7. APPROVAL OF MINUTES**

**A. MARCH 22, 2016 SPECIAL MEETING (WORKSHOP)**

It was moved by Ms. Danziger and seconded by Dr. Harrell that the Board of Trustees approve the minutes of March 22, 2016 Special Meeting (Workshop). The motion carried unanimously.

**B. MARCH 24, 2016 REGULAR BOARD MEETING**

It was moved by Ms. Danziger and seconded by Mr. Steenbergen that the Board of Trustees approve the minutes of March 24, 2016 Regular Board Meeting. The motion carried unanimously.

**8. BOARD MEMBER REPORTS**

**a. Meetings and Events**

Ms. Danziger reported the Facilities Committee met. She reported on the status of projects going on throughout the District. She attended the Youth In Philanthropy (YIP) luncheon. She also attended the job fair over the weekend.

Mr. Steenbergen attended the Leader In Me program at Meyer Elementary School. He reported the Finance Committee met and reported in Ms. Gonzales' absence the change in the medical and prescription plan. He reported the Technology Committee met and reported on the status of projects going on throughout the District. Mr. Nilsson reported on the beginning of the year staff development that will be taken on the road to the schools. Mr. Steenbergen said he attended the Special Olympics and it was well organized. He attended the Legislative Advisory Council in Austin and requested information be added to the minutes from this meeting. (See inserted pages 17-A – 17-B.)

Ms. Kaminski attended a CPAC which is a Special Education program that Ms. Mathis has organized with the parents. This opens communication for the parents to ask questions they may not understand.

Dr. Harrell attended the Volunteer luncheon. He also went to the Leader In Me program at Meyer Elementary School. He spoke at the Texas Association of Student Councils convention.

**9. SUPERINTENDENT REPORTS**

**a. Meetings and Events**

Two high schools were nominated Tommy Tunes Awards. Lamar Consolidated High School received a nomination for best stage crew and technical execution. Foster High School's production of "In The Heights" received seven nominations including Best Musical, Best Actress, Best Supporting Actor, Best Director, Best Direction, Best Costume Design, and Best Scenic Design. Foster High Schools' Muhammad Yunus was named Best Actor.

Lamar Consolidated High School senior Jose Zelaya is the seventh Gates Millennium Scholar for Lamar Consolidated Independent School District. This is the last year they will have the scholarship.

The Lamar Junior High School football staff was selected by the Greater Houston Football Coaches Association as the Junior High School staff of the year. They will be honored on May 4<sup>th</sup> at the University of Houston.

The Commissioner has agreed to waive the 2 days that were missed earlier in the week due to bad weather.

**b. Information for Immediate Attention**

**ACTION ITEMS FOR CONSENT OF APPROVAL: 10. A- 1; 10. B-1 – 10. B-10; 10. B-12 – 10. B-19; 10. C-1 – 10. C-2; 10. D-1; and 10. E-1 – 10. E.3**



**Minutes of Regular Board Meeting April 21, 2016 – page 19**

It was moved by Dr. Harrell and seconded by Mr. Torres that the Board of Trustees approve these action items as presented. The motion carried unanimously.

**10. A GOAL: INSTRUCTIONAL**

**10. A-1 Approval of out-of-state student trip requests, including, but not limited to:**

**a. District Math Finalists**

Approved out-of-state travel for the district math finalists to the National MathCON Competition at the University of Illinois in Chicago, Illinois on April 23, 2016.

**10. B GOAL: PLANNING**

**10. B-1 Discussion and Approval of Proposed Dates for Regular Board Meetings and Workshops for the 2016 – 2017 School Year**

Approved the following regular board meeting and workshop schedule for the 2016 – 2017 school year.

**June**

14 Regular Board Meeting

**December**

13 Board Workshop  
15 Regular Board Meeting

**July**

19 Board Workshop  
21 Regular Board Meeting

**January**

17 Board Workshop  
19 Regular Board Meeting

**August**

16 Board Workshop  
18 Regular Board Meeting

**February**

14 Board Workshop  
16 Regular Board Meeting

**September**

13 Board Workshop  
15 Regular Board Meeting

**March**

21 Board Workshop  
23 Regular Board Meeting

**October**

18 Board Workshop  
20 Regular Board Meeting

**April**

18 Board Workshop  
20 Regular Board Meeting

**November**

15 Board Workshop  
17 Regular Board Meeting

**May**

16 Board Workshop  
18 Regular Board Meeting

The following conferences are scheduled for 2016-2017:

- TASB Summer Leadership Institute – June 16 - 18, 2016 – San Antonio
- TASA/TASB Convention – September 23 - 25, 2016 – Houston
- TASB Winter Governance & Legal Seminar – March 12 - 14, 2017 – Corpus Christi
- National School Boards Association Conference – March 25 - 27, 2017 – Denver, CO

**10. B-2 Ratification of Quarterly Investment Report**

Ratified the quarterly investment report as submitted for the quarter ending February 29, 2016. (See inserted pages 19-A – 19-F.)

**10. B-3 Ratification of Financial and Investment Reports**

Ratified the Financial and Investment Reports as presented.

**10. B-4 Approval of budget amendment requests**

Approved budget amendment requests as attached. (See inserted page 20-A.)

**10. B-5 Approval of Instructional Materials Allotment and TEKS Certification form for 2016 - 2017**

Approved the Instructional Materials Allotment and TEKS Certification for the 2016-2017 school year and authorized the Board President, Board Secretary, and Superintendent to execute the attached document. (See inserted page 20-B.)

**10. B-6 Approval of awards, custom apparel, promotional and related items**

Approved all vendors who responded to the proposal for awards, custom apparel, promotional and related items for the District.

**10. B-7 Approval of amended procurement method criteria for the 2014 bond projects**

Approved the amended evaluation criteria to be utilized with competitive sealed proposals for the construction method of procurement for the 2014 bond projects. (See inserted page 20-C.)

**10. B-8 Approval of National Cooperative Purchasing Alliance Interlocal Agreement**

Approved an Interlocal Agreement with the National Cooperative Purchasing Alliance (NCPA) and authorized the Board President to execute the Interlocal Agreement. (See inserted pages 20-D – 20-E.)

**10. B-9 Adoption of donations to the district, including, but not limited to:**

- a. Briscoe Junior High School
- b. George Ranch High School
- c. McNeill Elementary School

Approved donations to the District.

**10. B-10 Approval of resolutions proclaiming**

**a. Public School Paraprofessional Day**

Approved the attached resolution proclaiming May 11, 2016 as Public School Paraprofessionals Day in the Lamar Consolidated Independent School District. (See inserted page 20-F.)

**b. School Nurses' Week**

Approved the attached resolution proclaiming the week of May 6 - 12, 2016 as School Nurses' Week in the Lamar Consolidated Independent School District. (See inserted page 20-G.)

**c. Teacher Appreciation Week**

Approved the attached resolution proclaiming the week of May 2 - 6, 2016 as Teacher Appreciation Week in the Lamar Consolidated Independent School District. (See inserted page 21-A.)

**10. B-12 Approval of Interdistrict Student Transfers for the 2016 - 2017 school year**

Approved the listed interdistrict student transfer requests for the 2016 – 2017 school year.

**10. B-13 Approval of purchase agreement for TASB Energy Cooperative Member Purchasers Fixed-Rate Transportation Fuel Program**

Approved the purchase agreement for TASB Energy Cooperative Member Purchasers Fixed-Rate Transportation Fuel Program and authorized the Superintendent to negotiate and execute the purchase agreement. (See inserted pages 21-B – 21-H.)

**10. B-14 Approval of engineer ranking for the Foster High School water plant upgrades, HVAC controls and other bond projects**

Approved the ranking of engineers and authorized the Superintendent to begin contract negotiations for engineering services for the Foster high School water plant upgrades, HVAC controls and other Bond Projects.

Water Plant Upgrades, HVAC Controls and Other Bond Projects

1. KCI Technologies, Inc.
2. Infrastructure Associates, Inc.
3. VoltAir Consulting Engineers – Texas LLC

HVAC Controls and Other Bond Projects

1. Estes, McClure & Associates, Inc. (EMA)
2. DBR Engineering Consultants, Inc.

**10. B-15 Approval of CenterPoint Energy electrical development fees for Elementary #24**

Approved CenterPoint Energy’s electrical development fees for Elementary #24 in the amount of \$3,403 and authorized the Board President to execute the agreement. (See inserted pages 21-I – 21-J.)

**10. B-16 Approval for CSP #20-2016VRG for Elementary #25**

Approved Drymalla Construction Company for the construction of Elementary #25 in the amount of \$18,095,600.

**10. B-17 Approval of Texas Education Agency Code Compliance Review for Elementary #25**

Approved the American Construction Investigations, Ltd. (ACI) proposal for Building Code Compliance Review for Elementary #25 in the amount of \$11,250 and authorized the Board President to execute the attached agreement. (See inserted pages 21-K – 21-L.)

**10. B-18 Approval of change order #1 for the Churchill Fulshear Jr. High and Dean Leaman Junior High Complex**

Approved change order #1 in the amount of \$584,433 to the contract with Drymalla Construction Co., Inc. for the addition of booster pumps and repairs to the detention pond for the Churchill Fulshear High School and Dean Leaman Junior High School Complex and authorized the Board President to execute the attached change order document. (See inserted page 22-A.)

**10. B-19 Approval of deductive change order #1 and final payment for the Terry High School running track resurfacing project**

Approved the deductive change order #1 in the amount of \$6,515 and final payment of \$9,306.75 to Hellas Construction, Inc. for the Terry High School track resurfacing project. (See inserted page 22-B.)

**10. C GOAL: PERSONNEL**

**10. C-1 Approval of Texas Principal Evaluation and Support System as District principal evaluation instrument**

Approved use of the Texas Principal Evaluation and Support System (T-PESS) as the District's principal evaluation instrument beginning in the 2016-2017 school year.

**10. C-2 Approval of Texas Teacher Evaluation and Support System as District teacher evaluation instrument**

Approved use of the Texas Teacher Evaluation and Support System (T-TESS) as the District's teacher evaluation instrument beginning in the 2016-2017 school year.

**10. D GOAL: SAFE, DRUG-FREE AND DISCIPLINED SCHOOLS**

**10. D-1 Approval of the Lamar CISD Student Code of Conduct and Extra-Curricular Code of Conduct for the 2016 - 2017 school year**

Approved the Lamar CISD 2016-2017 Student Code of Conduct and Extra-Curricular Code of Conduct.

**10. E GOAL: TECHNOLOGY**

**10. E-1 Approval of district-wide computer refresh**

Approved Dell to provide services, hardware, and software to facilitate the district-wide computer refresh project in the amount of \$5,740,955.10.

**10. E-2 Approval of purchase of network switches**

Approved the purchase of network switches, components, and installation services from Micro Integration in the amount of \$247,202.70.

**10. E-3 Approval of purchase of network security appliance**

Approved the purchase of a network security appliance, components and installation services from Micro Integration in the amount of \$181,628.

**10. B GOAL: PLANNING**

**10. B-11 Consider approval of request for 2016 Historic Site Exemption Qualification for the Simonton School**

It was moved by Ms. Danziger and seconded by Mr. Steenbergen that the Board of Trustees approve the 2016 Historic Site Exemption Qualification for the Simonton School.

Ms. Roberts said she does not understand why they would give an exemption for the homestead when there is already a homestead exemption given. She said the 20% for the business is where people can go and tour the building, but this is not what they are asking to be exempted.

Mr. Torres said he would like to clarify it is the homestead portion they are asking for the exemption. Ms. Kaminski said yes. He said he cannot see granting it for a homestead, only if the entire building would be open to the public.

All members voted in opposition of the motion.

The motion failed.

**10. B-20 Approval of names for new elementary schools and middle school #5**

It was moved by Mr. Steenbergen and seconded by Ms. Roberts that the Board of Trustees approve the names for 5 new elementary schools – Number 24, 25, 26, 27, and 28 as follows:

Elementary #24: Kathleen Joerger Lindsey  
Elementary #25: Don Carter  
Elementary #26: Carl Briscoe Bentley  
Elementary #27: Thomas R. Culver, III  
Elementary #28: Fletcher Morgan, Jr.

Subject to the understanding that in the event growth in Tamarron Lakes requires that one of these 5 schools be constructed at the Tamarron site for which the District is contractually obligated to name the school Tamarron Elementary, in which case any remaining Board approved name not used for the foregoing elementary schools shall be applied to Elementary Number 29.

Ms. Roberts asked to change Elementary #24 from Kathleen Joerger Lindsey to Carl Briscoe Bentley because Mr. Bentley is part of the Briscoe family and Elementary #24 is right in that area.

Mr. Steenbergen amended his motion and it was seconded by Mr. Torres to name the schools as follows:

Elementary #24: Carl Briscoe Bentley  
Elementary #25: Kathleen Joerger Lindsey  
Elementary #26: Don Carter  
Elementary #27: Thomas R. Culver, III  
Elementary #28: Fletcher Morgan, Jr.

The motion carried unanimously.

It was moved by Mr. Steenbergen and seconded by Ms. Roberts that the Board of Trustees approve the name of James W. Roberts as the name for Middle School #5. The motion carried unanimously.

Mr. Torres commented that it would not make a difference in the name of the school, but asked if Ms. Roberts' vote should be disqualified. Ms. Kaminski said this was not a conflict of interest, it does not meet the criteria. Ms. Roberts said during this nomination process she let the merits and accomplishments of her father-in-law, James W. Roberts, stand on their own. She said she never asked a Board member for their consideration and she did nothing to compromise the integrity of her vote tonight.

**10. B-21 Deliberation and action regarding recommendation for selection of a facilitator for board training**

No action taken.

**10. B-22 Deliberation and action regarding proposed creation of special committee to review Board Operating Procedures and Board Policies**

It was moved by Ms. Danziger and seconded by Dr. Harrell that the Board of Trustees create a special committee to review Board Operating Procedures and Board Policies and give Ms. Kaminski the authority to appoint members to that committee. The motion carried unanimously.

Ms. Kaminski appointed Mr. Steenbergen, Ms Danziger, and Dr. Harrell to this special committee.

**10. B-23 Deliberation and possible action regarding process for selecting and hiring external auditor to perform operational audits as determined by the Board**

It was moved by Mr. Steenbergen and seconded by Ms. Danziger that the Board of Trustees authorize the administration to initiate a procurement process for the procurement of functional audit services and that the administration score and rank vendor proposals and provide recommendations to the Board. The motion carried unanimously.

**11. INFORMATION ITEMS**

**11. A GOAL: PLANNING**

**11. A-1 Tax Collection Report**

**11. A-2 Payments for Construction Projects**

**11. A-3 Region 4 Maintenance and Operations Update**

**11. A-4 Bond Update**

a. 2011

b. 2014

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**11. A-5            Transportation Update**

**11. A-6            Medical/Rx Plan Structural Changes**

**11. A-7            Projects funded by 2011 available bond funds**

**11. A-8            Bond Committee**

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

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
  - a. Approval of personnel recommendations for employment of professional personnel
  - b. Employment of professional personnel (Information)
  - c. Employee resignations and retirements (Information)
  - d. Consider renewal of contract for professional teachers/support personnel
  - e. Consider renewals for late hires
  - f. Consider proposed termination of staff on probationary contracts, including teachers, at end of contract
  - g. Consider employment of Principal for Terry High School
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
  - a. Land
3. Section 551.071 – To meet with the District’s attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
  - a. Any item listed on the agenda
  - b. Discuss pending, threatened, or potential litigation, including school finance litigation

The Board adjourned to Closed Session at 7:55 p.m. for the purposes listed above.

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

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

**12. A-1(a)        Approval of personnel recommendations for employment of professional personnel**

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

**Employed**

Almendarez, Channon

June 1, 2016

Assistant Principal  
Elementary #24

**12. A-1(d)        Consider Renewal of contract for professional teachers/support personnel**

**Minutes of Regular Board Meeting April 21, 2016 – page 26**

It was moved by Dr. Harrell and seconded by Ms. Roberts that the Board of Trustees approve the renewal of contracts for professional teachers/support personnel except those identified in the addendum. The motion carried unanimously. (See inserted pages 26-A – 26-PPPP.)

**FUTURE AGENDA ITEMS**

Action Item for June for Fences

Information Item for purchasing to look into the cost of adding stability balls for elementary students to sit on.

Discussion and possible action for the evaluation of board member performances.

**ADJOURNMENT**

The meeting adjourned at 8:18 p.m.

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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**Kathryn Kaminski**  
**President of the Board of Trustees**

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**Anna Gonzales**  
**Secretary of the Board of Trustees**



**CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS**

**RECOMMENDATION:**

That the Board of Trustees approve out-of-state travel for Lamar Consolidated High School, Chapter 3696 to attend the National Skills USA VICA contest in Louisville, Kentucky on June 20-25, 2016.

**IMPACT/RATIONALE:**

Lamar Consolidated High School students and their sponsors, Dr. Fred Guess and Ms. Beverly Sanders request permission to travel to Louisville, Kentucky to the National Skills USA VICA contest, from June 20-25, 2016. The approximate cost for the students and sponsors will be \$14,000. This cost includes meals, airfare, lodging, registration fees, and ground transportation. The expenses for the trip will be paid from the District's Career and Technical Education (CTE) budget and campus activity fund.

**BACKGROUND INFORMATION:**

Lamar Consolidated High School students Cassandra Carrion, Jason Onyediri, Lauren Vasquez, Odalis DeLeon, Ronaldo Hernandez, and Precious Ikeokwu competed at the state competition in Corpus Christi, Texas and won their event earning the right to represent the State of Texas at the National competition in Louisville, Kentucky. The team will be competing in Chapter Business Procedure category. They are the five-time defending state champions in this category and placed second nationally in 2014.

Submitted by:           Joel Garrett, Director of Career and Technical Education  
                                  Leslie Haack, Executive Director of Secondary Education

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS**

**RECOMMENDATION:**

That the Board of Trustees approve out-of-state travel for Lamar Consolidated High School (LCHS), George Ranch High School (GRHS), Lamar Junior High (LJH), Antoinette Reading Junior High (ARJH), and Briscoe Junior High (BJH) Career and Technical Education (CTE) and non-CTE students that have qualified to travel to the Technology Students Association (TSA) National contest in Nashville, Tennessee on June 28 – July 2, 2016.

**IMPACT/RATIONALE:**

31 LCHS students, 9 LJH students, 29 GRHS students, 13 ARJH students, 7 BJH students, 8 chaperones, and 3 administrators request to travel to Nashville, Tennessee on June 28 to July 2, 2016 to attend the Technology Students Association (TSA) National Contest. The approximate cost for the students, sponsors, and administrators will be approximately \$70,000. This includes meals, charter bus transportation, lodging, and registration fees. The expenses for the trip will be paid from the District's Career and Technical Education (CTE) budget, school budgets and activity funds.

**BACKGROUND INFORMATION:**

April 13 through April 16, LCHS, GRHS, LJH, ARJH and BJH TSA students, under the supervision of High School Project Lead the Way and Junior High Technology Education instructors Kristin Rausch, Adam Frenzel, Carsen Collins, Rachelle Ferguson, Emily Gresham, Jessica Janis, Lori Stafford, and Erinn Moore competed at the state contest in Waco and earned the right to participate at the national competition. Students competed in STEM-based events such as Structural Engineering, Transportation Modeling, Scientific and Technical Visualization, Inventions and Innovations, Microcontroller Design, Technology Bowl, Dragster Design, Technical Sketching, Technology Problem Solving, Animatronics and Future Technology Teacher.

Submitted by:           Joel Garrett, Director of Career and Technical Education  
                                  Leslie Haack, Executive Director of Secondary Education

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS**

**RECOMMENDATION:**

That the Board of Trustees approve out-of-state travel and transfer appropriate funds for Foster High School and George Ranch High School Speech and Debate to attend the 2016 National Forensic League Tournament June 12-18, 2016 in Salt Lake City, Utah.

**IMPACT/RATIONALE:**

The Foster High School and George Ranch High School Speech and Debate teams request permission to travel to Salt Lake City, Utah from June 12-18, 2016 by airplane. The approximate cost for each student and sponsor/chaperone is \$1,384, for a grand total of \$17,992. Meals, airfare, hotel, tournament registration and ground transportation are included in the costs. District funds will be used to cover the costs as in past years.

**BACKGROUND INFORMATION:**

Ten students have qualified to attend. Seven students from Foster High School and three students from George Ranch High School. Erica Baker from George Ranch High School and Kasey Willeby and Kendra Willeby from Foster High School will attend as sponsors.

Submitted by: Leslie Haack, Executive Director of Secondary Education  
Ram Estrada, Director of Fine Arts

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS**

**RECOMMENDATION:**

That the Board of Trustees approve out-of-state travel for Foster High School, George Ranch High School, Lamar Consolidated High School and Terry High School Theater Departments to travel to Lincoln, Nebraska to the International Thespian Festival and Individual Events Showcase Competition from June 19-26, 2016.

**IMPACT/RATIONALE:**

Selected members from all four High School Theater Departments request to travel to Lincoln, Nebraska on June 19 – 26, 2016. The approximate cost for each student or sponsor/chaperone is \$1,000. Meals and lodging at the University of Nebraska are included in the costs. They will be traveling by charter bus to Lincoln, Nebraska. District funds will be used to cover the costs as in past years.

**BACKGROUND INFORMATION:**

Forty-nine students have qualified to attend. Twenty-three students from Foster High School, 12 students from George Ranch High School, 12 students from Lamar Consolidated High School, and two students from Terry High School. Sponsors attending are Kevin Croft from George Ranch High School, Claudia McCotter, and Lori Cox from Lamar Consolidated High School, Kendra Willeby and Kasey Willeby from Foster High School and Jessica Rodriguez from Terry High School. Eden Rule from Lamar Jr. High School and Sharon Mitchell from Wertheimer Middle School will also attend as chaperones.

Submitted by: Leslie Haack, Executive Director of Secondary Education  
Ramiro Estrada, Director of Fine Arts

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF THE 2016-2017 AGREEMENT FOR EDUCATIONAL  
SERVICES BETWEEN LAMAR CONSOLIDATED INDEPENDENT SCHOOL  
DISTRICT AND FORT BEND COUNTY JUVENILE DETENTION CENTER**

**RECOMMENDATION:**

That the Board of Trustees approve the Memorandum of Understanding for Education Services at Fort Bend County Juvenile Detention Center (FBCJDC) for the 2016-2017 school year, and authorize the Superintendent execute the agreement.

**IMPACT/RATIONALE:**

Funding to support educational services at the Detention Center is obtained from state compensatory education funds, foundation funds earned from attendance, special education funding, and Title I, Part D neglected/delinquent funds.

**PROGRAM DESCRIPTION:**

Daily classes are provided throughout the school year in a specially designed education center within the Fort Bend County Juvenile Detention Center facility. Approximately 400 students continued their education while being detained at the Detention Center during last school year. Ten through 17-year-old youth that commit a crime in the County can be detained, and the majority of these youth reside somewhere in Fort Bend County. The average length of stay is 14-20 days.

By statute, Lamar CISD is responsible for the education of students residing in the Fort Bend County Detention Center. The recommended agreement for the 2016-2017 school year is the same as the current one and is attached for Board review.

Submitted by:           Leslie Haack, Executive Director of Secondary Education

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**THE STATE OF TEXAS**                   §  
   §  
**COUNTY OF FORT BEND**               §

**AGREEMENT FOR EDUCATIONAL SERVICES FOR JUVENILE PROBATION**

THIS AGREEMENT is made and entered into by and between the FORT BEND JUVENILE PROBATION BOARD, hereinafter referred to as "BOARD", and LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "LAMAR".

WHEREAS, the BOARD desires to provide education to eligible children in detention in the Fort Bend County Juvenile Detention Facility; and

WHEREAS, the BOARD desires to provide an opportunity for children in detention to obtain State Board of Education course credits in their home schools resulting from the uninterrupted educational service; and

WHEREAS, LAMAR desires to provide educational services to students in detention at no expense to the BOARD and at no expense to LAMAR in excess of the state and federal funds received by LAMAR and specifically designated for providing educational services at the Fort Bend County Juvenile Detention Facility;

NOW THEREFORE, in consideration of the mutual covenant set forth herein the parties hereto agree as follows:

**SECTION I**  
**DEFINITIONS**

For the purpose of this Agreement, the following terms shall mean:

1.01 BOARD Personnel - Student's Probation Officer, Detention Superintendent, Juvenile Supervision Officer, Chief Probation Officer.

1.02 Class Room -A designated room at the juvenile detention facility.

1.03 Eligible Children - Children from the ages of 10 through 17, who are confined in the Fort Bend County Juvenile Detention Facility for more than five days and are currently enrolled in their home school or otherwise eligible for enrollment.

1.04 Home School -The school district where the children would ordinarily attend school when not in the Fort Bend County Juvenile Detention Facility.

1.05 LAMAR Personnel - Teachers, Teachers Aide, Educational Diagnostician, Counselor, Instructional Specialist, Special Programs and Project Directors, Program Supervisors, and Special Education Director.

1.06 Parent/Guardian Consent - Any consent required by federal or state law, or an administrative agency to facilitate the purposes of this Agreement.

1.07 Educational Services -teacher-directed instruction and/or assistance at the Fort Bend County Juvenile Detention Facility in course work involving reading, language arts, mathematics, science, social studies and living skills, and drug education.

1.08 Teacher - A LAMAR classroom teacher who is licensed by the State of Texas and who provides educational services at the Fort Bend County Juvenile Detention Facility.

1.09 Teachers Aide - A LAMAR classroom teachers aide meeting written job requirements as established by LAMAR, who assist teachers providing educational services at the Fort Bend County Juvenile Detention Facility.

## **SECTION II** **PURPOSE**

2.01 The purpose of this Agreement is to make educational services available to eligible children.

2.02 LAMAR intends to provide educational services to eligible children at no expense to the BOARD or LAMAR taxpayers.

## **SECTION III** **TERM**

3.01 The term of this Agreement shall commence in August 2016, and end in June 2017, unless sooner terminated as provided in this Agreement.

3.02 This Agreement may be terminated at any time during its term, for any reason, by either the BOARD or LAMAR by giving fifteen (15) days written notice to the other party.

3.03 If the BOARD wishes to renew this Agreement, notice must be provided to LAMAR by July 15 and renewal will be considered by LAMAR.

## **SECTION IV** **SERVICES PROVIDED BY LAMAR**

4.01 Services to be provided by LAMAR under this Agreement will be provided with state and federal funds received by LAMAR and special funds specifically designated for providing educational services at the Fort Bend County Juvenile Detention Facility.

4.02 LAMAR personnel will review available student education records and any available assessment records so that the appropriate educational services may be provided.

4.03 Only the following LAMAR personnel will be involved in the provision of educational services at the Fort Bend County Juvenile Detention Facility:

- A. Teachers
- B. Teachers Aide
- C. Special Counselors

D. Educational Diagnosticians

E. (Instructional Specialists) Program Supervisors

F. (Special Programs and Projects Director) Special Education Director

4.04 Prior to providing educational services to a special education or limited English proficient (LEP) student, LAMAR personnel must receive proof of compliance with any requirements under state or federal laws or regulations concerning notice, due process and parent consent. It is understood and agreed by all parties that LAMAR will provide educational services to eligible children who are special education students. This Agreement in no way places on LAMAR the entire duty to provide eligible children who are also special education students with a comprehensive free appropriate public education for students who do not reside in LAMAR CISD.

4.05 In providing educational services, LAMAR will use District textbooks, materials, and assignments, unless they are provided by the home school for short-term placements.

4.06 LAMAR will provide three (3) teachers and one (1) teacher's aide for the regularly scheduled school day.

4.07 LAMAR will provide training to LAMAR personnel so that the student's behavior is managed appropriately and crisis can be prevented.

4.08 LAMAR personnel will cooperate with BOARD personnel to reduce interruptions to the student's education, removing students from educational services only when they are ill or are a serious behavior disruption to the learning of others.

4.09 LAMAR personnel will cooperate with BOARD personnel in dealing with behavior and discipline matters.

4.10 LAMAR personnel will communicate with the student's home school to clarify any questions that arise with regard to the provision of educational services, particularly to facilitate re-entry.

## **SECTION V**

### **RESPONSIBILITIES OF THE BOARD**

5.01 The BOARD, acting by and through its juvenile probation officer, will secure the necessary parent/guardian consent to carry out the purpose of the educational services of this Agreement, in a timely fashion.

5.02 The BOARD, acting by and through its juvenile probation officer, will provide responsible BOARD personnel in the following order:

A. Student's Probation Officer

B. Detention Superintendent

C. Chief Juvenile Probation Officer

5.03 The BOARD, acting by and through its juvenile probation officer, will secure necessary parent/guardian consent, will provide proof of compliance with any requirements under state and federal



laws and regulations concerning notice and due process requirements with regard to eligible children who are LEP or special education students, and assist LAMAR to obtain student education records and assessment data that is pertinent to the appropriate education placement of the student in accordance with state time lines.

5.04 The BOARD, acting by and through its probation officer, will provide and maintain appropriate instructional space for students and LAMAR personnel as follows:

A. Minimum of one (1) juvenile supervision officer present at all times.

B. Class to take place in the classrooms and multi purpose room.

5.05 The BOARD, acting by and through its detention superintendent, will provide for student movement to and from classes in accordance with mutually agreeable schedule.

5.06 The BOARD, acting by and through its detention superintendent, will designate staff members to provide support to LAMAR personnel should crisis intervention be required at the Facility.

5.07 To the extent possible, the BOARD, acting by and through its detention superintendent, will develop daily schedules/activities so that interruptions to the child's education are kept at a minimum.

5.08 The BOARD, acting by and through its juvenile probation officer, will facilitate obtaining textbooks and assignments when appropriate from the home school and will act on behalf of the parent in coordinating behavior plans for dealing with student discipline matters.

5.09 If a student is to remain in detention after their detention hearing, the probation officer or representative will notify LAMAR personnel so necessary District enrollment can take place.

5.10 Academics and classroom discipline will be the responsibility of the teacher in accordance with Lamar CISD classroom rules and regulations. Detention Staff, at the request of the teacher, will remove those students not complying with classroom rules.

## **SECTION VI** **DATA PRIVACY**

6.01 The use or disclosure by any party of information concerning an eligible child in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the BOARD'S or LAMAR'S responsibility with respect to the purpose of this Agreement is prohibited except on written consent of such eligible child and/or his or her parents or guardian, or his or her attorney.

6.02 LAMAR and the BOARD, in providing all services hereunder, agree to abide by the provisions of any applicable federal or state data privacy laws, rules, or regulations.

## **SECTION VII** **ASSIGNMENTS**

7.01 This Agreement is not assignable by any party.

## **SECTION VIII**

### **INDEPENDENT CONTRACTOR/NO CO--PARTNERSHIP**

8.01 It is agreed by the parties that at all times and for all purposes hereunder LAMAR is an independent contractor and not an employee of the BOARD. No statement contained in this Agreement shall be construed so as to find LAMAR an employee of the BOARD, and LAMAR shall be entitled to none of the rights, privileges or benefits of a BOARD employee, except as otherwise may be stated herein.

8.02 It is agreed by the parties that at all times and for all purposes hereunder the BOARD is not employees of LAMAR. No statement contained in this Agreement shall be construed so as to find the BOARD to be employees of LAMAR, and the BOARD shall be entitled to none of the rights, privileges or benefits of LAMAR employees except as otherwise may be stated herein.

8.03 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting LAMAR (including its officers, employees, and agent) as the agent, representative or employee of the BOARD for any purpose, or in any manner, whatsoever. LAMAR is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

## **SECTION IX**

### **SEVERABILITY**

9.01 The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

## **SECTION X**

### **ENTIRE AGREEMENT: REQUIREMENT OF A WRITING**

10.01 It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alternations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

## **SECTION XI**

### **SERVICES NOT PROVIDED FOR**

11.01 No claim for services furnished by LAMAR, not specifically provided in this Agreement, will be allowed by BOARD, nor shall LAMAR do any work or furnish any materials not covered by this

Agreement, unless this is approved in writing by the BOARD. Such approval shall be considered to be a modification of this Agreement.

11.02 No claim for services furnished by the BOARD, not specifically provided in this Agreement, will be allowed by LAMAR, nor shall the BOARD do any work or furnish any materials not covered by this Agreement, unless this is approved in writing by LAMAR. Such approval shall be considered a modification of this Agreement.

## **SECTION XII**

### **COMPLIANCE WITH LAWS AND REGULATIONS**

12.01 In providing all services pursuant to this Agreement, LAMAR and the BOARD shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement, and shall entitle LAMAR and the BOARD to terminate this Agreement immediately upon delivery of written notice of termination.

## **SECTION XIII**

### **NOTICE**

13.01 Notices, correspondence, and all other communications pursuant to this Agreement shall be addressed to the Fort Bend County Juvenile Board and submitted to the following representative:

R. H. "Sandy" Bielstein  
Chairman of the Juvenile Board  
301 Jackson Street  
Richmond, TX 77469

Notice to LAMAR shall be delivered to:

Dr. Thomas Randle, Superintendent  
Lamar CISD  
3911 Avenue I  
Rosenberg, TX 77471

IN WITNESS HEREOF, the parties have herewith set their signatures as of the date written below.

**FORT BEND COUNTY  
JUVENILE PROBATION BOARD**

By: \_\_\_\_\_  
Judge R. H. "Sandy" Bielstein, Chairman

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

**LAMAR CONSOLIDATED  
INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Dr. Thomas Randle, Superintendent

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

**CONSIDER APPROVAL OF THE 2016-2017 MEMORANDUM OF UNDERSTANDING  
FOR THE OPERATION OF FORT BEND COUNTY ALTERNATIVE SCHOOL, A  
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM**

**RECOMMENDATION:**

That the Board of Trustees approve the Memorandum of Understanding (MOU) between the Fort Bend County Juvenile Board, Lamar Consolidated Independent School District, Needville Independent School District and Katy Independent School District to operate a Juvenile Justice Alternative Education Program (JJAEP) known as Fort Bend County Alternative School (FBCAS) in Rosenberg for the 2016-2017 school year, and authorize the Superintendent execute the agreement.

**IMPACT/RATIONALE:**

Since September 1, 1996, a county with a population greater than 125,000 is required to have a JJAEP for expelled youth who are under the jurisdiction of the Juvenile Court. The FBCAS, operational since January 1995, preceded the mandate and this program meets the legislative requirements. The program is funded at \$7,000 per student for 40 students and Lamar, Needville, and Katy ISDs contribute to the Rosenberg program. Participating Districts recoup some of the costs through foundation state funds generated by attendance and contact hours and special education federal funds.

**PROGRAM DESCRIPTION:**

Lamar CISD has functioned as the fiscal agent for educational components of FBCAS since January 1995. In January 1997, FBCAS expanded to include Rosenberg and Sugar Land campuses. Since that date, Lamar CISD has served as a fiscal agent for only the Rosenberg campus, a campus that educates students from Lamar CISD, Needville ISD, and a small portion of Katy ISD.

Fort Bend County provides for the cost of the facility, drill instruction, an on-site constable, and Juvenile Probation services. Districts provide for the education services. The collaborative effort between school districts and Fort Bend County has cost-effectively provided education and support services resulting in a high degree of success for students. During the 2015-2016 school year 52 students were served.

Submitted by:           Leslie Haack, Executive Director of Secondary Education

Recommended for approval:



Dr. Thomas Randle  
Superintendent

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

**MEMORANDUM OF UNDERSTANDING FOR JUVENILE JUSTICE**  
**ALTERNATIVE EDUCATION PROGRAM**

THIS AGREEMENT is made and entered into by and between the FORT BEND JUVENILE PROBATION BOARD, hereinafter referred to as "BOARD", and LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "LAMAR."

WHEREAS, Chapter 37 of the Texas Education Code requires the creation and operation of a Juvenile Justice Alternative Education Program, hereinafter referred to as "JJAEP", in Fort Bend County and such a JJAEP has been established; and

WHEREAS, NEEDVILLE INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "NISD", and KATY INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "KISD," are Member School Districts and who desire to continue participate JJAEP; and

WHEREAS, the parties hereto desire to continue the JJAEP currently in existence; and

NOW THEREFORE, in consideration of the mutual covenant set forth herein the parties hereto agree as follows:

**SECTION I**  
**DEFINITIONS**

For the purpose of this Agreement, the following terms shall mean:

- 1.01 BOARD Personnel - Eligible Student's Probation Officer, Youth Specialist, Program Director, Chief Probation Officer, Site Administrator
- 1.02 Classroom -Designated rooms at the JJAEP facility located at 3403 Avenue F, Rosenberg, Texas.
- 1.03 Eligible Students – Students who have been expelled from school pursuant to the terms of Chapter 37 of the Texas Education Code from a Member School District.
- 1.04 LAMAR Personnel - Teachers, Teachers' Aide, Educational Diagnostician, Counselor and Administrator(s).
- 1.05 Home School District-The school district where Eligible Students would ordinarily attend school if not placed in the JJAEP, namely LAMAR, KISD and NISD.
- 1.06 Member School Districts- NISD, KISD, LAMAR.
- 1.07 Parent/Guardian Consent - Any consent required by federal or state law, or an administrative agency to facilitate the purposes of this Agreement.

- 1.08 Educational Services -teacher-directed instruction and/or assistance at the Fort Bend County JJAEP in course work involving reading, language arts, mathematics, science, social studies and living skills.
- 1.09 Teacher - A LAMAR classroom teacher who is licensed by the State of Texas and who provides educational services at the Fort Bend County JJAEP.
- 1.10 Teachers' Aide - A LAMAR classroom teachers' aide, meeting written job requirements as established by LAMAR, who assist teachers providing educational services at the Fort Bend County JJAEP.

**SECTION II**  
**PURPOSE**

- 2.01 The purpose of this Agreement is to make educational services available to Eligible Students.

**SECTION III**  
**TERM**

- 3.01 The term of this Agreement shall commence on the date the last party executes this Agreement and shall be in effect until it is replaced by a new agreement or unless it is terminated as provided in this Agreement.
- 3.02 This Agreement may be terminated at any time during its term, for any reason, by either the BOARD or LAMAR, by giving fifteen (15) days advance written notice to the other party.

**SECTION IV**  
**SERVICES PROVIDED BY LAMAR**

- 4.01 Services provided by LAMAR under this Agreement will be provided with state and federal funds received by LAMAR and special funds specifically designated for providing educational services at the Fort Bend County JJAEP.
- 4.02 LAMAR personnel will review available student education records and any available assessment records to ensure that the appropriate educational services are provided to each Eligible Student.
- 4.03 The following LAMAR personnel shall be the only personnel involved in the provision of educational services at the Fort Bend County JJAEP:
  - A. Teachers
  - B. Teachers' Aide

- C. Special Counselors
- D. Educational Diagnosticians
- E. Instructional Specialists
- F. Education Administrators/ Special Education Director

- 4.04 Prior to providing educational services to a student who is eligible for services under the IDEA, 504 or limited English proficient (LEP) classifications LAMAR personnel must receive from the Home School District proof of compliance with any requirements under state or federal laws or regulations concerning notice, due process and parent consent.
- 4.05 It is understood and agreed by all parties that LAMAR will provide educational services to Eligible Students enrolled in the JJAEP.
- 4.06 Home School Districts will continue to be responsible for conducting all ARDS, LPACS and/or other meetings required by law.
- 4.07 This Agreement in no way places on LAMAR the entire duty to provide eligible children who are also special education students with a comprehensive free appropriate public education for students who do not reside in the LAMAR school district.
- 4.08 In providing educational services, LAMAR will use Member School District textbooks, materials, and assignments, unless provided by the Home School District for short-term placements.
- 4.09 LAMAR will provide three (3) teachers and one (1) teacher's aide for the regularly scheduled school day.
- 4.10 LAMAR will provide student behavioral training to LAMAR personnel for the proper management of the students and crisis prevention.
- 4.11 LAMAR personnel will cooperate with BOARD personnel to reduce interruptions to the student's education, removing students from educational services only when they are ill or are a serious behavior disruption to the learning of others.
- 4.12 LAMAR personnel will cooperate with BOARD personnel with regard to behavior and disciplinary matters. Board personnel shall be the final authority with regard to behavior and disciplinary matters.
- 4.13 LAMAR personnel will communicate with the Eligible Student's Home School District to clarify any questions that arise with regard to the provision of educational services, particularly to facilitate re-entry.
- 4.14 It is understood and agreed by all parties that LAMAR will provide to all eligible LCISD students "The Free or Reduced Breakfast & Lunch Program."



**SECTION V**  
**RESPONSIBILITIES OF THE BOARD**

- 5.01 The BOARD, acting by and through its juvenile probation officer, will timely secure the necessary parent/guardian consent to carry out the purpose of the educational services of this Agreement.
- 5.02 The BOARD, acting by and through its juvenile probation officer, will provide responsible BOARD personnel in the following order:
- A. Eligible Student's Probation Officer
  - B. Youth Specialist
  - C. Site Administrator
  - D. JJAEP Program Director
  - E. Chief Juvenile Probation Officer
- 5.03 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide proof of compliance with any requirements under state and federal laws and regulations concerning notice and due process requirements with regard to Eligible Students who are LEP or special education students, and assist LAMAR to obtain student education records and assessment data that is pertinent to the appropriate education placement of the Eligible Student in accordance with state time lines.
- 5.04 The BOARD, acting by and through its Chief Juvenile Probation Officer, will provide and maintain appropriate instructional space for Eligible Students and LAMAR personnel as follows:
- A. Minimum of one (1) youth specialist present at all times.
  - B. Class to take place in the classrooms and shop area.
- 5.05 The BOARD, acting by and through its JJAEP staff, and LAMAR, will provide for student movement to and from classes in accordance with a mutually agreeable schedule.
- 5.06 The BOARD, acting by and through its JAEP staff, will designate staff members to provide support to LAMAR personnel in the event crisis intervention is required at the Facility.
- 5.07 To the extent possible, the BOARD, acting by and through its JJAEP staff, will develop daily schedules/activities so that interruptions to the Eligible Student's education are kept at a minimum.
- 5.08 The BOARD, acting by and through its Chief Juvenile Probation Officer, shall obtain textbooks and assignments when appropriate from the Home School District and will act

on behalf of the parent in coordinating behavior plans for dealing with student discipline matters.

- 5.09 Academics and classroom discipline will be the responsibility of the teacher in accordance with LAMAR classroom rules and regulations. At the request of the teacher, JJAEP will remove those Eligible Students in violation of classroom rules.
- 5.10 Transportation of Eligible Students to and from the JJAEP facility will be in accordance with established procedures of the Fort Bend County Juvenile Probation Department and Member School Districts and /or Court directives.

**SECTION VI**  
**RIGHTS AND DUTIES OF MEMBER SCHOOL DISTRICTS**

- 6.01 NISD may reserve one (1) space upon payment of \$7,000 and KISD may reserve two (2) spaces upon payment of \$14,000 to LAMAR. Such payments shall be made no later than September 10, 2016 to reserve a seat for the 2016-2017 school year.
- 6.02 Member School Districts shall, upon placement of an Eligible Student in the JJAEP, provide JJAEP staff with academic records and any available assessment records to ensure that the appropriate educational services are provided while the Eligible Student is enrolled in the JJAEP.
- 6.03 Member School District staff will communicate with the Home School District to clarify any issues that arise with regard to the provision of educational services. Member School Districts shall be responsible for ensuring delivery of the special education and related services necessary to provide a free and appropriate public education to their special education students, if any, who are placed at the JJAEP.

**SECTION VII**  
**DATA PRIVACY**

- 7.01 The use or disclosure by any party of information concerning an Eligible Student in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the BOARD'S or LAMAR'S responsibility with respect to the purpose of this Agreement is prohibited, except on written consent of such Eligible Student and/or his or her parents or guardian, or his/her attorney.
- 7.02 LAMAR and the BOARD, in providing all services hereunder, agree to abide by the provisions of any applicable federal or state data privacy laws, rules, or regulations.

**SECTION VIII**  
**ASSIGNMENTS**

8.01 This Agreement is not assignable by any party.

**SECTION IX**  
**INDEPENDENT CONTRACTOR/NO CO-PARTNERSHIP**

9.01 It is agreed by the parties that at all times and for all purposes hereunder, LAMAR is an independent contractor and not an employee of the BOARD. No statement contained in this Agreement shall be construed to find LAMAR an employee of the BOARD, and LAMAR shall be entitled to none of the rights, privileges or benefits of a BOARD employee, except as otherwise may be stated herein.

9.02 It is agreed by the parties that at all times and for all purposes hereunder, BOARD personnel are not employees of LAMAR. No statement contained in this Agreement shall be construed so as to find the BOARD to be employees of LAMAR, and the BOARD shall be entitled to none of the rights, privileges or benefits of LAMAR employees except as otherwise may be stated herein.

9.03 It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting LAMAR (including its officers, employees, and agent) as the agent, representative or employee of the BOARD for any purpose, or in any manner, whatsoever. LAMAR is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

**SECTION X**  
**SEVERABILITY**

10.01 The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such occurrence of such event, either party may terminate this Agreement forthwith upon the delivery of written notice of termination to the other party.

**SECTION XI**  
**SERVICES NOT PROVIDED FOR**

11.01 Services provided by LAMAR not specifically provided in this Agreement shall not be allowed by BOARD.

11.02 LAMAR shall not perform any work or furnish any materials not covered by this Agreement, unless approved in writing by the BOARD. Such approval shall be considered to be a modification of this Agreement.

11.03 No claim for services furnished by the BOARD, not specifically provided in this Agreement, will be allowed by LAMAR, nor shall the BOARD do any work or furnish any materials not covered by this Agreement, unless this is approved in writing by LAMAR. Such approval shall be considered a modification of this Agreement.

## **SECTION XII** **SHARING OF INFORMATION**

12.01 As authorized by Chapter 58 of the Texas Family Code, the BOARD shall share juvenile criminal history record information regarding Eligible Students of LAMAR and the Member School Districts, upon written request from the appropriate Superintendent or Principal to the BOARD. The Member School Districts shall provide the BOARD with educational information necessary to provide services to Eligible Students at the JJAEP.

12.02 LAMAR and the Member School Districts shall, upon a Eligible Student's enrollment at the JJAEP, provide the JJAEP Program Director with the same information it would provide to another public school district when a student transfers, including but not limited to:

- (1) the student's name, date of birth, and grade level
- (2) enrollment forms and withdrawal form (which shall indicate the student's list of current courses in which he or she is enrolled, the grade earned, and textbooks used in the course);
- (3) notice of expulsion, where relevant
- (4) special education, Section 504 records and/or LPAC's, if any;
- (5) transcript;
- (6) the student's state assessment data, if applicable;
- (7) the student's previous year's attendance record;
- (8) the student's current attendance records, immunization records, and emergency contact information

12.03 Upon written request from the Member School District Superintendent, the BOARD shall provide the information including, but not limited to:

- (1) court ordered placing Eligible Student in the JJAEP

- (2) probation officer's name
- (3) offense for which Eligible Student is placed in JJAEP and the location of the offense;
- (4) length of time assigned to JJAEP
- (5) disposition of charges against Eligible Student
- (6) court order releasing Eligible Student from JJAEP; and
- (7) Notice of withdrawal from JJAEP.

- 12.04 Any juvenile criminal history information shall be released only to appropriate school personnel and not to any third party. For purposes of this Section, "appropriate school personnel" is defined to include superintendent, principals, school psychologists, social workers, and counselors from a Member School District.
- 12.05 Juvenile criminal history information shall be kept confidential; in a secured area separate from Eligible Student's other educational records. Such information shall be destroyed by school officials (1) upon notification by the juvenile probation department that the Eligible Student is no longer under the jurisdiction of the department; or (2) at the end of one calendar year after it has been provided to the school, whichever occurs first.

**SECTION XIII**  
**COMPLIANCE WITH LAWS AND REGULATIONS**

- 13.01 In conjunction with this Agreement, LAMAR and the BOARD shall abide by all statutes, ordinances, rules and regulations pertaining to, or regulating the provision of, such services, including those now in effect and hereafter adopted. LAMAR will insure that any state mandated testing processes required by TEA would be conducted as required as provided by state law. Any violation of said statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement, and shall entitle LAMAR and the BOARD to terminate this Agreement immediately upon delivery of written notice of termination.

**SECTION XIV**  
**SUSPENSION OF STUDENTS**

- 14.01 JJAEP Students that are assigned to this campus under the status of Expulsion Orders

Only and not on any form of court ordered probation may be removed/suspended from attending school under the following conditions:

- Having a positive drug test
- Failure to follow the campus rules, i.e., Student Code of Conduct/Consistent and unruly behavior

This applies to only those students that are ordered to attend the JJAEP campus whom are under no other orders other than the Expulsion Orders. Those students that violate the campus rules are subject to disciplinary action by the ordering Judge per violations of court ordered probation. Students under the status of Expulsion Orders can be removed/suspended from campus for a period not to exceed three consecutive days and only at the direction of the site principal.

## **SECTION XV** **NOTICE**

15.01 Notices, correspondence, and all other communications pursuant to this Agreement shall be addressed to the Fort Bend County Juvenile Board and submitted to the following representative:

Judge R. H. "Sandy" Bielstein  
Chairman of the Juvenile Board  
301 Jackson Street  
Richmond, TX 77469

Notice to LAMAR shall be delivered to: Dr. Thomas Randle, Superintendent  
Lamar CISD  
3911 Avenue I  
Rosenberg, TX 77471

Notice to NISD shall be delivered to: Mr. Curtis Rhodes  
Superintendent  
P.O. Box 412  
Needville, TX 77461

Notice to KISD shall be delivered to: Mr. Alton Frailey  
Superintendent  
6301 South Stadium Lane  
Katy, TX 77494

**SECTION XVI**  
**ENTIRE AGREEMENT: REQUIREMENT OF A WRITING**

16.01 It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alternations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

IN WITNESS HEREOF, the parties have herewith set their signatures as of the date written below.

**FORT BEND COUNTY  
JUVENILE PROBATION BOARD**

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

Judge R. H. "Sandy" Bielstein, Chairman

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

**LAMAR CONSOLIDATED INDEPENDENT  
SCHOOL DISTRICT**

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

Dr. Thomas Randle, Superintendent

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

APPROVED AS TO FORM AND SUBSTANCE:

**NEEDVILLE INDEPENDENT SCHOOL  
DISTRICT**

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

Curtis Rhodes, Superintendent

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

**KATY INDEPENDENT SCHOOL DISTRICT**

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

Alton Frailey, Superintendent

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

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

**RECOMMENDATION:**

That the Board of Trustees approve the Interlocal Cooperation Agreement with Equal Opportunity Schools (EOS) in the amount of \$100,000 and authorize the Superintendent to execute the agreement.

**IMPACT/RATIONALE:**

The cooperation agreement between EOS and Lamar CISD will provide technological tools and data-based consultation services for the problem of students being under-matched with the challenging coursework that will prepare them for college. Research with the College Board, the International Baccalaureate Organization, the U.S. Department of Education and the Education Trust, reveals that at least 640,000 African-American, Latino and low-income students who could handle the rigor of Advanced Placement (AP) courses miss out on such courses every year. Lamar CISD is committed to ensuring that all students who are academically able are encouraged and have equal opportunity to participate in AP classes. The pilot programs at Lamar Consolidated High School and Terry High School have yielded a high level of success and significantly increased the enrollment in Advanced Placement classes for the 2016-2017 academic year by underrepresented populations.

**PROGRAM DESCRIPTION:**

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

Submitted by: Valerie Vogt, Academic Administrator  
Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent



THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

**INTERLOCAL COOPERATION AGREEMENT FOR  
EDUCATIONAL SERVICES**

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

**RECITALS**

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

WHEREAS, EOS has approved this Agreement; and,

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

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

**ARTICLE I  
PURPOSE**

- 1.1 The purpose of this Agreement is to build on the District's progress and experience and EOS's expertise in establishing equity in AP/IB. Both entities' objective is to ensure that all students have the opportunity to succeed in challenging high school courses, because the academic intensity of the high school curriculum is the biggest driver of college completion.
- 1.2 EOS and the District (collectively, "Collaborators") jointly commit to these three objectives:
  1. Fully close race and income participation gaps in AP/IB by fall 2017, as measured by equally high AP/IB participation rates for Latino, African-American, and low-income students as compared to their peers.
  2. Raise AP/IB performance by spring 2018, as measured by AP/IB exam passing,
  3. Develop systems and structures for the district to sustain and improve upon these results in future years, catalyzing a higher sense of what's possible for Missing Students, and enabling further increases in college readiness and closure of

opportunity and achievement gaps.

## ARTICLE II

### TERM

- 2.1 This Agreement shall be effective on the date the last party executes this Agreement and shall terminate on August 31, 2017, with the exception of the subsequent activities through December 1, 2026 as outlined in the Memorandum of Understanding (“MOU”) executed on May 19, 2016 and incorporated in this Agreement by reference as Exhibit 1.
- 2.2 Either party may terminate this Agreement upon 30 days written notice to the other party, delivered as required by Article VIII. Termination will be allowed for cause or breach of the Obligations in Articles III and IV and/or the Administrative Provisions of Article V. The District will only be liable for payment for Services received prior to the effective date of such termination.
- 2.3 Notwithstanding any contrary provision of this Agreement, each payment obligation of the District created by this Agreement is conditioned upon the availability of funds that are appropriated or allocated for the payment of Services. If such funds are not allocated and available, this Agreement may be terminated by the District at the end of the period for which funds are available. The District shall notify EOS at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed so as to permit the District to terminate this Agreement in order to purchase similar services from another party.

## ARTICLE III

### OBLIGATIONS OF EOS

- 3.1 For the purposes and consideration herein stated and contemplated, EOS shall perform services for the District and carry out the responsibilities outlined in the MOU attached as Exhibit 1, pages 3 through 5.

## ARTICLE IV

### OBLIGATIONS OF THE DISTRICT

- 4.1 The District agrees to carry out the responsibilities as outlined in the MOU attached as Exhibit 1, pages 3 through 5.

4.2 For services rendered pursuant to this Agreement, the District agrees to pay EOS the following amounts:

Foster High School	\$29,000.00
George Ranch High School	\$29,000.00
Lamar Consolidated High School	\$29,000.00
BF Terry High School	\$29,000.00
<hr/>	
Subtotal Due to EOS in 2016-17	\$116,000.00
Less: Continuing Service Discount for Lamar and B.F. Terry High Schools	(\$16,000.00)
<b>Grand Total Due to EOS in 2016-17</b>	<b>\$100,000.00</b>

4.3 EOS will also bill the District for the portion of travel costs attributable to this Collaboration as delineated on page 5 of the MOU, attached as Exhibit 1 to this Agreement.

4.4 The District shall pay to EOS travel costs (as billed) and service costs according to the following: fifty percent (50%) of the service cost will be due and payable on August 15, 2016, and the remaining fifty percent (50%) on January 15, 2017. Payments shall be remitted to EOS after proper approval of said invoices and no more than 30 days after receipt of invoice.

#### ARTICLE V ADMINISTRATIVE PROVISIONS

5.1 Each of the Collaborators has identified certain conditions which must be met by the other Collaborators in order for this Collaboration to be meaningful and productive. The conditions are delineated on page 6 of the MOU attached as Exhibit 1.

5.2 The Collaborators shall abide by Federal and other applicable law and all stipulations outlined in Exhibit A of the MOU (attached as Exhibit 1 of this Agreement) with regard to confidential student and parent information. Each Collaborator shall be responsible for compliance with all such laws and maintenance of confidentiality with respect to information in its possession and data provided by the other Collaborator. Details on handling of Confidential Information may be found in Exhibit A of the MOU.

5.3 For a period until at least December 1, 2026, the District will, on an annual basis (if requested), provide EOS with data files containing the information (in Exhibit B of the MOU) for all students who are in any high school located within the District's boundaries. The obligations set forth in this paragraph and in Exhibit B will survive the termination of this Agreement and remain binding upon the parties.

ARTICLE VI  
LIABILITY

- 6.1 Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.
- 6.2 Neither party makes any express warranties and hereby disclaims any implied warranties, including without limitation, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. In no event shall either party be liable for any special, consequential or exemplary damages, whether arising in contract or in tort, whether direct, immediate, foreseeable, disclosed or not disclosed, arising from the performance of this Agreement.
- 6.3 In no event will EOS be liable to the District for any amount beyond the amount the District has paid EOS under this Agreement, and in no event will the District be liable to EOS for any amount beyond what has been earned by EOS as of the date termination.
- 6.4 Insurance shall be maintained by EOS according to the District's contracting regulations, as shown in Exhibit C of the MOU (attached as Exhibit 1).

ARTICLE VII  
MISCELLANEOUS

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

ARTICLE VIII  
NOTICES

8.1 Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Owner at the mailing address as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the Owner at the following addresses:

To EOS: Reid Saaris  
Executive Director, Equal Opportunity Schools  
130 Nickerson Street, Ste 200  
Seattle, WA 98109

To District: Dr. Thomas Randle  
Superintendent, Lamar CISD  
3911 Avenue I  
Rosenberg, Texas 77471

Copies to: Jill Ludwig, CFO and Valerie Vogt, Academic  
Administrator, Lamar CISD  
3911 Avenue I  
Rosenberg, Texas 77471

Either party may designate a different address by giving the other party ten (10) days written notice thereof.

ARTICLE IX  
ENTIRE AGREEMENT AND ATTACHMENT

9.1 This Agreement contains the entire Agreement among the parties and supersedes all other negotiations and agreements, whether written or oral.

9.2 THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE PARTIES HERETO, AND EACH PARTY HEREBY CERTIFIES TO THE OTHER THAT ANY NECESSARY RESOLUTIONS AND/OR ORDERS EXTENDING SAID AUTHORITY HAVE BEEN DULY PASSED AND ARE NOW IN FULL FORCE AND EFFECT.

**LAMAR CISD**

**EQUAL OPPORTUNITY SCHOOLS**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

**RECOMMENDATION:**

That the Board of Trustees approve the Memorandum of Understanding between The Houston Galveston Institute (HGI) Counseling and Lamar CISD for no cost mental health services provided for students and families, and authorize the Superintendent to execute the agreement.

**IMPACT/RATIONALE:**

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

**PROGRAM DESCRIPTION:**

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

Submitted by: Valerie Vogt, Academic Administrator  
Dr. Jennifer Roberts, Director of Student Support Services

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

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

**SCHOOL YEAR 2016-2017**

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

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

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

### **COUNSELING SERVICES**

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

In the initial phase of this collaboration, clinical and consultation services will be provided twice a week, during non-instructional school hours on designated days, with Tuesdays and Thursdays a high possibility, until further notice. These services will be provided by the assigned HGI therapist(s) in an office at one of the LCISD schools. Subject to an increased demand, this



weekly service could be expanded to five days a week, if the need arises and is requested, and the terms and conditions will be negotiated at a later date.

**CLIENTS FEES AND PAYMENTS**

Counseling services will be covered by grants and funds raised by HGI, so there will be no cost to LCISD, students, families, administration or teachers in need.

**CLIENT CONFIDENTIALITY**

Confidentiality will be honored and maintained by HGI. All clinical records, including the session notes and intake forms, will be maintained and stored through Kaliedacare, HGI's online database. Upon written request, LCISD social workers or school system officials/management will be able to obtain these records from HGI. Additionally, with signed release of information forms, progress reports and clinical updates will be provided to the professional staff, as needed or requested.

**PROPOSED COST OF SERVICES**

HGI will absorb the cost for counseling services at LCISD, through grant and funds raised by HGI. HGI will be responsible for writing, maintaining, and reporting of these grants and funds. This includes providing scheduled or walk-in counseling sessions (students, teachers, parents, families, or specialized groups), consultations with professional's onsite, and any other educational or training services. Other services to be negotiated as needed.

**MOU DURATION**

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

\_\_\_\_\_  
Dr. Sue Levin  
Houston Galveston Institute  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Thomas Randle  
LCISD

\_\_\_\_\_  
Date

**CONSIDER APPROVAL OF NOMINATION OF CANDIDATE FOR POSITION ON THE  
TEXAS ASSOCIATION OF SCHOOL BOARDS (TASB) BOARD OF DIRECTORS**

**RECOMMENDATION:**

That the Board of Trustees approve the nomination of \_\_\_\_\_ for  
Position A on the Texas Association of School Boards (TASB) Board of Directors.

**IMPACT/RATIONALE:**

From July 3, 2016 to August 29, 2016, active member school boards may nominate an individual from its Board.

**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. Thomas Randle  
Superintendent

## **CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS**

### **RECOMMENDATION:**

That the Board of Trustees ratify the Financial and Investment Reports as presented.

### **PROGRAM DESCRIPTION:**


Financial reporting is intended to provide information useful for many purposes. The reporting function helps fulfill government's duty to be publicly accountable, as well as to help satisfy the needs of users who rely on the reports as an important source of information for decision making.

Financial reports and statements are the end products of the accounting process. You will find attached the following reports:

- Ratification of April 2016 Disbursements, all funds
  - List of disbursements for the month by type of expenditure
- Financial Reports
  - Year-to-Date Cash Receipts and Expenditures, General Fund only
  - Investment Report

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

Recommended for ratification:

  
Dr. Thomas Randle  
Superintendent

## SCHEDULE OF APRIL 2016 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 April total \$31,894,774 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	14,305,237
614	Employee Benefits	649,013
621	Professional Services	3,896
623	Education Services Center	52,334
624	Contracted Maintenance and Repair Services	607,514
625	Utilities	680,296
626	Rentals and Operating Leases	19,430
629	Miscellaneous Contracted Services	823,858
631	Supplies and Materials for Maintenance and Operations	230,739
632	Textbooks and Other Reading Materials	367,983
633	Testing Materials	82,976
634	Food Service	711,770
639	General Supplies and Materials	1,092,537
641	Travel and Subsistence -- Employee and Student	219,299
642	Insurance and Bonding Costs	1,500
649	Miscellaneous Operating Costs/Fees and Dues	85,742
661	Land Purchase and/or Improvements	94,725
662	Building Purchase, Construction, and/or Improvements	11,099,774
663	Furniture & Equipment - \$5,000 or more per unit cost	706,718
129	Misc. Receivable/Alternative Certification Fees	9,400
131	Inventory Purchases	15,958
217	Operating Transfers, Loans and Reimbursements	29,555
571	Property Taxes	1,559
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	2,961
	<b>Total</b>	<b>31,894,774</b>

**PROGRAM DESCRIPTION:**

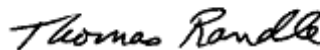
The report above represents all expenditures made during the month of April 2016 and prior month purchasing card transactions. The detailed check information is available upon request.

Submitted by,



Michele Reynolds,  
Director of Finance

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**LAMAR CONSOLIDATED I.S.D.  
GENERAL FUND  
YEAR TO DATE CASH RECEIPTS AND EXPENDITURES  
(BUDGET AND ACTUAL)  
AS OF APRIL 30, 2016**

<b>CASH RECEIPTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>BUDGET VARIANCE</b>	<b>PERCENT ACTUAL/ BUDGET</b>
5700-LOCAL REVENUES	136,376,437.00	134,201,611.00	(2,174,826.00)	98.4%
5800-STATE PROGRAM REVENUES	96,167,598.00	54,198,184.00	(41,969,414.00)	56.4%
5900-FEDERAL PROGRAM REVENUES	1,745,000.00	1,489,599.00	(255,401.00)	85.4%
7900- OTHER RESOURCES	-	719,593.00	719,593.00	
<b>TOTAL- REVENUES</b>	<b>234,289,035.00</b>	<b>190,608,987.00</b>	<b>(43,680,048.00)</b>	<b>81.4%</b>
<b>EXPENDITURES</b>				
6100-PAYROLL COSTS	196,262,643.00	123,769,949.00	72,492,694.00	63.1%
6200-PROFESSIONAL/CONTRACTED SVCS.	21,911,284.00	11,531,072.00	10,380,212.00	52.6%
6300-SUPPLIES AND MATERIALS	13,544,648.00	5,805,721.00	7,738,927.00	42.9%
6400-OTHER OPERATING EXPENDITURES	4,373,466.00	2,474,101.00	1,899,365.00	56.6%
6600-CAPITAL OUTLAY	3,806,532.00	1,439,329.00	2,367,203.00	37.8%
<b>TOTAL-EXPENDITURES</b>	<b>239,898,573.00</b>	<b>145,020,172.00</b>	<b>94,878,401.00</b>	<b>60.5%</b>

Lamar CISD  
Local Investment Pools  
as of April 30, 2016

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
<b>TexPool accounts are as follows:</b>					
Food Service	3,712,785.47	0.00	0.00	1,031.34	3,713,816.81
General Account	105,343,014.57	6,966,403.00	20,243,508.38	27,233.79	92,093,142.98
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	1,236,918.72	1,240,893.05	1,375,000.00	481.35	1,103,293.12
Workmen's Comp	516,132.73	33,333.33	20,000.00	145.80	529,611.66
Property Tax	10,898,516.48	1,529,812.47	0.00	3,275.47	12,431,604.42
Vending Contract Sponsor	475,931.41	0.00	0.00	132.23	476,063.64
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	1,609,292.46	0.00	0.00	447.03	1,609,739.49
Debt Service Series 2007	(0.00)	0.00	0.00	0.00	(0.00)
Capital Projects Series 2005	242,600.62	0.00	0.00	67.39	242,668.01
Student Activity Funds	45,922.15	0.00	0.00	12.82	45,934.97
Taylor Ray Donation Account	5,085.00	0.00	0.00	1.48	5,086.48
Capital Projects Series 2007	209,361.02	0.00	0.00	58.15	209,419.17
Common Threads Donation	53,295.92	0.00	0.00	14.83	53,310.75
Debt Service Series 2008	8,905.01	0.00	0.00	2.41	8,907.42
Capital Projects 2012A	3,021,214.41	0.00	35,199.65	834.92	2,986,849.68
Debt Service 2012A	1,492,929.46	0.00	0.00	414.69	1,493,344.15
Debt Service 2012B	236,924.72	0.00	0.00	65.82	236,990.54
Capital Projects 2014A	43,090.92	0.00	43,093.76	2.84	0.00
Capital Projects 2014B	396.85	0.00	0.00	0.00	396.85
Debt Service 2014A	2,638,560.16	0.00	0.00	732.89	2,639,293.05
Debt Service 2014B	1,085,847.02	0.00	0.00	301.59	1,086,148.61
Debt Service 2013	200,670.06	0.00	0.00	55.72	200,725.78
Debt Service 2013A	485,258.48	0.00	0.00	134.79	485,393.27
Debt Service 2015	2,490,026.47	0.00	0.00	691.68	2,490,718.15
Capital Projects 2015	17,653,386.76	0.00	2,315,063.90	4,484.05	15,342,806.91
Debt Service 2016A	249,527.69	0.00	0.00	69.34	249,597.03

**Lone Star Investment Pool Government Overnight Fund**

Capital Projects Fund	5,027.05	0.00	0.00	1.37	5,028.42
Workers' Comp	721,738.82	0.00	0.00	196.97	721,935.79
Property Tax Fund	32,198.95	0.00	0.00	8.79	32,207.74
General Fund	2,591,043.69	0.00	0.00	707.14	2,591,750.83
Food Service Fund	90,601.30	0.00	0.00	24.73	90,626.03
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	701.49	0.00	0.00	0.19	701.68
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	384.54	0.00	0.00	0.10	384.64
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	42.94	0.00	0.00	0.01	42.95
Capital Projects 2014A	820,359.41	0.00	0.00	223.89	820,583.30
Capital Projects 2014B	17.04	0.00	0.00	0.00	17.04
Capital Projects 2015	26,657,668.59	0.00	0.00	7,275.28	26,664,943.87
Debt Service Series 2015	1,887,354.60	0.00	0.00	515.09	1,887,869.69

**MBIA Texas CLASS Fund**

General Account	15,388,001.39	0.00	0.00	7,173.17	15,395,174.56
Capital Project Series 1998	907.16	0.00	0.00	0.35	907.51
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	11,077,418.86	0.00	0.00	5,163.77	11,082,582.63
Capital Projects 2015	14,592,155.22	0.00	0.00	6,802.19	14,598,957.41
Debt Service 2015	944,588.98	0.00	0.00	440.33	945,029.31

**TEXSTAR**

Capital Projects Series 2007	743.58	0.00	0.00	0.26	743.84
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	1,432,983.46	0.00	63,300.00	425.07	1,370,108.53
Debt Service Series 2012A	40.45	0.00	0.00	0.00	40.45
Debt Service Series 2012B	1,704.44	0.00	0.00	0.55	1,704.99
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	4,515.49	0.00	0.00	1.42	4,516.91
Capital Projects 2014A	139.54	0.00	0.00	0.00	139.54
Capital Projects 2014B	1,457,381.95	0.00	1,269,391.50	58.36	188,048.81
Debt Service 2015	3,303,080.41	0.00	0.00	1,003.28	3,304,083.69
Capital Projects 2015	51,026,494.00	0.00	247,481.27	15,476.02	50,794,488.75

**TEXAS TERM/DAILY Fund**

Capital Projects Series 2007	1,006,408.93	0.00	0.00	348.55	1,006,757.48
Capital Projects Series 2008	140.94	0.00	0.00	0.05	140.99
Capital Projects Series 2012A	464,651.13	0.00	0.00	160.92	464,812.05
Capital Projects Series 2014A	17,320,971.98	0.00	6,032,636.21	4,967.57	11,293,303.34
Capital Projects Series 2014B	9,855,915.38	0.00	1,161,660.02	3,386.31	8,697,641.67
Debt Service 2015	1,888,104.71	0.00	0.00	653.90	1,888,758.61
Capital Projects 2015	29,167,731.88	0.00	0.00	10,101.54	29,177,833.42

<u>ACCOUNT TYPE</u>	<u>AVG. RATE OF RETURN</u>	<u>CURRENT MONTH EARNINGS</u>
TEXPOOL ACCOUNT INTEREST	0.34	\$40,692.22
LONE STAR ACCOUNT INTEREST	0.33	\$8,953.56
MBIA TEXAS CLASS ACCOUNT INTEREST	0.57	\$19,579.81
TEXSTAR ACCOUNT INTEREST	0.37	\$16,964.96
TEXAS TERM/DAILY ACCOUNT INTEREST	0.42	\$19,618.84
<b>TOTAL CURRENT MONTH EARNINGS</b>		<b>\$105,809.39</b>
<b>EARNINGS 9-01-15 THRU 3-31-16</b>		<b>\$451,366.10</b>
<b>TOTAL CURRENT SCHOOL YEAR EARNINGS</b>		<b>\$557,175.49</b>

**CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS**

**RECOMMENDATION:**

That the Board of Trustees consider approval of budget amendment requests as attached.

**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 project 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 15.0)

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

Fulshear High School is requesting two budget changes:

The first budget change is to pay for the librarian to attend a summer conference and for professional membership dues.

199-23	School Leadership	(410.00)
199-12	Instr. Resources and Media Services	145.00
199-13	Instructional Staff Development	265.00

The second budget change is to pay for staff to attend Project Lead The Way training.

199-23	School Leadership	(2,000.00)
199-13	Instructional Staff Development	2,000.00

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Travis Elementary is requesting a budget change for a bilingual teacher to attend staff development.

199-11	Classroom Instruction	(115.00)
199-13	Instructional Staff Development	115.00

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The Career and Technical Education Department is requesting a budget change for the Skills USA VICA and Technology Student Association students to attend two national trips in Louisville and Nashville in June 2016.

199-11	Classroom Instruction	(48,500.00)
199-36	Co-curricular/Extra-curricular Activities	48,500.00

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The Curriculum Department is requesting a budget change to pay for the principal of Arredondo Elementary to attend the National Principals Mentor Training and Certification Program.

199-11	Classroom Instruction	(2,500.00)
199-23	School Leadership	2,500.00

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The Special Education Department is requesting a budget change to pay for wireless services. Per the TEA Resource Guide, all utility costs should be coded to function 51.

199-11	Classroom Instruction	(5,000.00)
199-51	Plant Maintenance & Operations	5,000.00



The Advanced Studies Department is requesting a budget change to pay for COGAT testing scoring services.

199-11	Classroom Instruction	(2,400.00)
199-31	Guidance and Counseling	2,400.00

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The Business Office is requesting a budget change to amend the budget for the purchase two police vehicles, one for the Fulshear High School complex and one replacement vehicle.

199-52	Security & Monitoring Services	100,000.00
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**CONSIDER DESIGNATION OF PATSY SCHULTZ, RTA AS  
TAX ASSESSOR-COLLECTOR FOR LAMAR CONSOLIDATED ISD  
FOR THE PERIOD SEPTEMBER 1, 2016 THROUGH JUNE 30, 2017**

**RECOMMENDATION:**

That the Board of Trustees consider designation of Patsy Schultz, RTA, by interlocal agreement, as Tax Assessor-Collector for Lamar Consolidated ISD for the period September 1, 2016 through June 30, 2017, and authorize the Board President and Board Secretary to execute the Interlocal agreement.

**IMPACT/RATIONALE:**

The contract which was executed by Lamar CISD and Marsha P. Gaines (former tax assessor-collector for Fort Bend County) on July 22, 1999 states that the “appointment shall be effective from September 1, 1999 to August 31, 2000 and will automatically be renewed annually thereafter.” The 2016-17 year will be the 18th year that the Fort Bend County Tax Assessor has performed the duties of tax assessor-collector for the District.

The costs of the services are:

- Thirty-five cents (\$0.35) per parcel per year,
- Other reimbursable costs incurred by the County on the District’s behalf, and
- Costs for any additional services requested by the District.

The current year costs for 2015-16 are \$28,540.40 (81,544 parcels).

**PROGRAM DESCRIPTION:**

The recommended contract is for a period of ten months, as the Fort Bend County Tax Office is aligning the ending dates of their school district clients. Future contracts will return to the annual renewal term.

The tax collection process has run smoothly since the Fort Bend County Tax Assessor-Collector's office assumed the function. Approval of the contract for another year will ensure the continuity of the system and efficient collection of taxes.

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

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

**INTERLOCAL COOPERATION AGREEMENT FOR  
THE COLLECTION OF TAXES**

This Interlocal Agreement (hereinafter referred to as “Agreement”), is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, by and between FORT BEND COUNTY, TEXAS (hereinafter referred to as “County”), acting through its governing body, FORT BEND COUNTY COMMISSIONERS COURT, and LAMAR CISD (hereinafter referred to as “LAMAR CISD”), duly organized and existing under the laws of the State of Texas, acting by and through its Board of Trustees.

**RECITALS**

WHEREAS, LAMAR CISD has the authority to authorize County to act as tax assessor/collector for LAMAR CISD, and County has the authority to so act; and,

WHEREAS, the Fort Bend County Tax Assessor/Collector has approved this Agreement; and,

WHEREAS, LAMAR CISD and County believe it is in the best interests of the citizens of Fort Bend County to enter into this Agreement; and,

NOW THEREFORE, County and LAMAR CISD for the mutual consideration hereinafter stated, agree as follows:

**ARTICLE I  
PURPOSE**

The purpose of this Agreement is to designate and allow the Fort Bend County Tax Assessor/Collector as the tax assessor/collector for LAMAR CISD for the collection of ad valorem taxes, including penalties, interest and attorney’s fees for the collection of taxes owed LAMAR CISD in Fort Bend County.

**ARTICLE II  
TERM**

- 2.01 This Agreement shall be effective on the date the last party executes this Agreement and shall terminate on June 30, 2017.
- 2.02 This Agreement shall automatically renew for an additional one (1) year term thereafter unless sooner terminated as provided herein.
- 2.03 LAMAR CISD may terminate this agreement at any time by providing ninety (90) days advanced written notice to County.

- 2.04 County may terminate this agreement by providing written notice to LAMAR CISD no later than six (6) months in advance of the expiration of the initial term of this Agreement or any renewal term.
- 2.05 In the event of termination of this Agreement by LAMAR CISD, LAMAR CISD shall assume all contractual obligations entered into with County for services rendered to LAMAR CISD for the duration of the term of the Agreement and any renewal, and County shall be relieved of all contractual obligations under this agreement.
- 2.06 In the event of termination of this Agreement by either party, all collection records, current and delinquent tax rolls, including those records stored in electronic data processing equipment, that pertain to and within the jurisdiction of LAMAR CISD, shall become the property of LAMAR CISD and will be relinquished by the County to LAMAR CISD.

ARTICLE III  
OBLIGATION OF COUNTY

- 3.01 For the purposes and consideration herein stated and contemplated, County shall provide tax collection services for LAMAR CISD for tax accounts within the jurisdiction of LAMAR CISD.
- 3.02 LAMAR CISD hereby designates the County Tax Assessor/Collector as its Tax Assessor/Collector for purposes of compliance with Chapter 26 of the Texas Property Tax code, as amended.
- 3.03 County shall perform all the duties required by law of the Tax Assessor-Collector of LAMAR CISD with regard to assessing and collection of ad valorem taxes.
- 3.04 LAMAR CISD shall adopt a tax rate by October 1 of each year. In the event the tax rate is adopted subsequent to October 1 of any year, LAMAR CISD shall reimburse County for any additional costs incurred, in accordance with Article IV of this Agreement.
- 3.05 LAMAR CISD hereby expressly authorizes County to do and perform all acts necessary and proper to collect taxes for LAMAR CISD, including but not limited to:
  - A. Calculation of taxes, preparation of current and delinquent tax rolls, pro-ration of taxes, correction of clerical errors in tax rolls, collection of current liabilities, collection of delinquent taxes, issuance of refunds, and calculation of the effective and rollback tax rates as required by Section 26.04 of the Property Tax Code.
  - B. County shall assess and collect the ad valorem property taxes owing to the LAMAR CISD. The term “assess” does not include those functions defined as “appraisal” by the Property Tax Code.
  - C. The county shall produce a consolidated tax statement for both County and LAMAR CISD taxes.
  - D. County shall prepare consolidated tax statements for each parcel on the tax rolls of LAMAR CISD.
  - E. County shall mail statements.

- F. County shall mail notices of delinquent service charges in accordance with Section 33.07 of the Texas Property Tax Code.
  - G. County shall perform for LAMAR CISD all duties provided by law of the State of Texas for the collection of taxes.
  - H. County shall perform any additional, reasonable services which may be requested by LAMAR CISD. All additional services shall be billed to LAMAR CISD by County at actual costs.
- 3.06 County shall provide the following reports, upon request, by LAMAR CISD:
- A. Report of the current year tax levy, showing taxable value, exemptions, abatements, net taxable values, tax rate, and tax levy for each parcel of property;
  - B. Remittance report with each remittance to LAMAR CISD showing the taxes paid by year, amount paid, principal and interest paid, service charge paid, etc.;
  - C. Monthly report of tax activity showing the amount of initial levy, collections during month for both current and delinquent taxes, adjustments during the month, and the year-to-date collections percentage of current levy; and
  - D. Any additional reports which may be requested by the District.
- 3.07 The taxes collected by County for LAMAR CISD shall be remitted as follows:
- A. by ACH; or
  - B. by wire to LAMAR CISD's designated depository or agent; or
  - C. by check mailed to LAMAR CISD.
- 3.08 LAMAR CISD shall provide written notification to County of the manner in which taxes shall be remitted, as described in Section 3.07 above.
- 3.09 The taxes collected by County shall be remitted to LAMAR CISD on a daily basis.
- 3.10 Wire transfers shall incur a charge of five dollars (\$5.00) for each transfer.
- 3.11 Refunds to taxpayers and taxpayer checks returned from banks shall be deducted from the County's remittance to LAMAR CISD.

ARTICLE IV  
OBLIGATIONS OF LAMAR

- 4.01 LAMAR CISD agrees to promptly deliver to County all records necessary to perform its duties under the terms of this Agreement.
- 4.02 For services rendered pursuant to this Agreement, LAMAR CISD agrees to pay County the following amounts:
- A. Thirty-five cents (\$0.35) per parcel per year;
  - B. One dollar (\$1.00) per account to add delinquent accounts to County's records; and
  - C. Other costs for which LAMAR CISD will reimburse the County for actual costs incurred for any additional services requested by LAMAR CISD or mandated by state statute.

- 4.03 LAMAR CISD shall pay to County the cost of assessment and collection as provided in Section 4.02. The payment shall be remitted to County after the mailing of consolidated tax statements and no more than 30 days after receipt of County invoice.

ARTICLE V  
ADMINISTRATIVE PROVISIONS

- 5.01 All records necessary to be maintained by County for the assessment and collections of taxes shall be kept clearly on the books and records of County, and a designated representative of LAMAR CISD, including auditors for LAMAR CISD, is authorized to examine the records maintained by County at such reasonable time and interval as LAMAR CISD deems necessary. Such books and records will be kept in the offices of County.
- 5.02 LAMAR CISD may maintain a Public Fidelity Bond covering all offices, officials and employees in the amount of one hundred thousand dollars (\$100,000.00).
- 5.03 LAMAR CISD shall transfer to the possession and control of County, without charge, copies of all records necessary for the performance of the duties and responsibilities of County pursuant to this Agreement, which shall include all tax records, including the delinquent tax rolls.
- 5.04 County shall not be legally responsible to LAMAR CISD for any failure to collect taxes, nor shall the County Tax Assessor-Collector be legally responsible unless the failure to collect taxes results from failure to perform the duties imposed by law and by this Agreement.
- 5.05 LAMAR CISD reserves the right to institute such suits for the collection of delinquent taxes as LAMAR CISD deems necessary and to contract with an attorney for collection of delinquent taxes.
- 5.06. County shall comply with all provisions of the Texas Property Tax Code, as amended, and any policies and procedures regarding collection of ad valorem property taxes which LAMAR CISD may adopt.
- 5.07 In the event County approves refunds or waives any penalty and/or interest on any parcel, pursuant to Section 33.011 of the Property Tax Code, LAMAR CISD consents to the waiver of the penalty and/or interest on the same parcel(s), and hereby authorizes County to waive such penalty and/or interest on behalf of LAMAR CISD.

ARTICLE VI  
LIABILITY

Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.

**ARTICLE VII**  
**MISCELLANEOUS**

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

**ARTICLE VIII**  
**NOTICES**

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the Owner at the mailing address as hereinafter set out. If mailed, any notice of communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the Owner or the County at the following addresses:

- To County:                         The Honorable Patsy Schultz  
   Fort Bend County Tax Assessor-Collector  
   1317 Eugene Heimann Circle  
   Richmond, Texas 77469
- To District:                         Ms. Jill Ludwig  
   Chief Financial Officer, Lamar CISD  
   3911 Avenue I  
   Rosenberg, TX 77471
- Copy to:                             Fort Bend County Attorney  
   301 Jackson, Suite 728  
   Richmond, Texas 77469

Either party may designate a different address by giving the other party ten (10) days written notice thereof.

**ARTICLE IX**  
**ENTIRE AGREEMENT AND ATTACHMENT**

This Agreement contains the entire Agreement among the parties and supercedes all other negotiations and agreements, whether written or oral.

THE UNDERSIGNED OFFICER AND/OR AGENTS OF THE PARTIES HERETO ARE THE PROPERLY AUTHORIZED OFFICIALS AND HAVE THE NECESSARY AUTHORITY TO EXECUTE THIS AGREEMENT ON BEHALF OF THE PARTIES HERETO, AND EACH PARTY HEREBY CERTIFIES TO THE OTHER THAT ANY NECESSARY RESOLUTIONS AND/OR ORDERS EXTENDING SAID AUTHORITY HAVE BEEN DULY PASSED AND ARE NOW IN FULL FORCE AND EFFECT.

**FORT BEND COUNTY**

\_\_\_\_\_  
Robert E. Hebert, County Judge

\_\_\_\_\_  
Laura Richard, County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED:

\_\_\_\_\_  
Patsy Schultz, Tax Assessor/Collector

\_\_\_\_\_  
Date

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

MER:Interlocal Agreement.Tax Collection:1396(040506)



**CONSIDER APPROVAL OF REQUEST FOR 2016 HISTORIC SITE EXEMPTION  
FOR THE KENDLETON HERITAGE SOCIETY**

**RECOMMENDATION:**

That the Board of Trustees approve the 2016 Historic Site Exemption for the Kendleton Heritage Society.

**BACKGROUND INFORMATION:**

The three properties owned by the Kendleton Heritage Society have been designated as historical sites for tax years 2010 and prior, and the attached request for property tax exemption was received for consideration by the Board of Trustees. If granted, the historic site tax exemptions would be effective for the 2016 tax year and must be renewed on an annual basis.

In accordance with Board Policy CCG(LOCAL), the Kendleton Heritage Society has applied for a historical tax exemption for the taxes to be levied for the 2016-2017 school year.

<b>TAXPAYER</b>	<b>LOCATION/ TYPE OF PROPERTY</b>	<b>PROPERTY VALUE</b>	<b>ESTIMATED AMOUNT OF TAX RELIEF</b>
KENDLETON HERITAGE SOCIETY	13103 Old Highway 59, Rear, Kendleton, TX	\$55,930	\$777.45

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

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

- ① Fort Bend      ③ Kendallton
- ② Lamar CISD    ④ County



# Application for Historic or Archeological Site Property Tax Exemption

Property Tax  
**Form 50-122**

**Fort - Bend County**  
Appraisal District's Name

**281-344-8623**  
Phone (area code and number)

**2801 B.F. Terry Blvd (Fm 2218) Rosenberg, Tx 7747**  
Address, City, State, ZIP Code

**GENERAL INSTRUCTIONS:** This application is for use in claiming property tax exemptions pursuant to Tax Code §11.24. You must furnish all information and documentation required by the application.

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

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

**OTHER IMPORTANT INFORMATION**

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

**STEP 1: State the Year for Which You are Seeking an Exemption**

**2017 2016**

State the year for which you are seeking an exemption

**STEP 2: Provide Name and Mailing Address of Property Owner and Identity of Person Preparing Application**

**Kendleton Heritage Society**  
Name of Property Owner

**P.O. Box 702**  
Mailing Address

**Kendleton, Texas 77417**  
City, State, ZIP Code

**979-531-8051**  
Phone (area code and number)

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

- individual     partnership     corporation     other (specify):

**Margorie M. Adams**  
Name of Person Preparing this Application

**Director**  
Title

**05172520**  
Driver's License, Personal I.D. Certificate, or Social Security Number\*

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

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

**STEP 3: Describe the Property for Which You are Seeking an Exemption**

**P.O. Box 702 Kendallton, Tx 77451**  
Address, City, State, ZIP Code

**0058 I McGary Acres, 905, SEC 1**  
Legal Description (if known)

**R35548**  
Appraisal District Account Number (if known)

The Property Tax Assistance Division at the Texas Comptroller of Public Accounts provides property tax information and resources for taxpayers, local taxing entities, appraisal districts and appraisal review boards.

For more information, visit our website:  
[www.window.state.tx.us/taxinfo/proptax](http://www.window.state.tx.us/taxinfo/proptax)  
501.33 • 08-11/9

**Step 4: List the Taxing Units that have Granted an Exemption Pursuant to Tax Code Section 11.24 and Attach Supporting Documentation**

FOR EACH TAXING UNIT IDENTIFIED, ATTACH COPIES OF DOCUMENTS REFLECTING OFFICIAL ACTION OF THE GOVERNING BODY THAT PROVIDES FOR AN EXEMPTION.

**STEP 5: Identify Official Historical and Archeological Designations and Attach Supporting Documentation**

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

IF YES, ATTACH COPIES OF DOCUMENTS REFLECTING DESIGNATION.

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

IF YES, ATTACH COPIES OF DOCUMENTS REFLECTING DESIGNATION.

**STEP 6: Read, Sign, and Date**

By signing this application, you certify that the information provided in this application is true and correct to the best of your knowledge and belief.

sign here

*Marjorie M. Adams*  
Authorized Signature

4/26/16  
Date

Marjorie M. Adams  
Printed Name

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

**CONSIDER APPROVAL OF INTERLOCAL AGREEMENT WITH REGION 6  
EDUCATION SERVICE CENTER FOR THE EPIC 6 PURCHASING COOPERATIVE**

**RECOMMENDATION:**

That the Board of Trustees consider approval of an Interlocal agreement with Region 6 Education Service Center (RESC 6) for the EPIC 6 Purchasing Cooperative and authorize the Board President to execute the Agreement.

**IMPACT/RATIONALE:**

This agreement provides for access to over 500 vendors on the EPIC 6 Purchasing Cooperative. This cooperative, based in the Region 6 Education Service Center, will allow the District access to vendors, such as Gulf Coast Athletics, Cosenza and Associates, Waterford and many other vendors. All vendors are procured using EDGAR compliant solicitations. This Interlocal agreement will allow the District to be procurement compliant when purchasing these resources using federal funds as well as local budgeted funds.

Authority for such services is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102. The purpose of this cooperative is to obtain substantial savings for member school districts through volume purchasing. All procurements 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 May 19, 2016 and will automatically renew unless either party gives 60 days prior written notice of non-renewal.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer  
Michele Leach, RTSBA, Purchasing & Materials Manager

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**INTERLOCAL AGREEMENT**  
**Region 6 Education Service Center (RESC 6)**  
**TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT**  
**(School, College, University, State, City, County, or Other Political Subdivision)**

Lamar CISD

\_\_\_\_\_  
TEXAS PUBLIC ENTITY MEMBER

\_\_\_\_\_  
Control Number (EPIC 6 will Assign)  
Schools enter County-District Number

Region 6 Education Service Center  
3332 Montgomery Road, Huntsville, TX 77340

079901 \_\_\_\_  
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 *et seq* as amended to enter into Interlocal agreements with said educational entities, as well as, other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this Agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective May 19, 2016 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

**Statement of Services to be Performed:**

Region 6 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the EPIC 6 Purchasing Cooperative (EPIC 6).

The purpose of EPIC 6 shall be to obtain substantial savings for any participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

**Property Co-ownership:**

There shall be no real or personal property acquisition or co-ownership resulting from this agreement.

**Roles of the EPIC 6 Purchasing Cooperative:**

1. Provide organizational and administrative structure of the Program.
2. Provide Administrative and Support Staff necessary for efficient operation of the EPIC 6.
3. Provide marketing of the EPIC to expand membership, awarded contracts and commodity categories, excluding purchases by school food authorities and transactions involving fund 240 and/or any other Child Nutrition funds provided by USDA or Texas Board of Agriculture.

4. Initiate and implement activities required for competitive bidding and vendor award process including posting, advertising, collecting proposals, scoring proposals, and awarding of vendor contracts.
5. Provide members with current awarded vendor contracts, instructions for obtaining quotes and ordering procedures.
6. Maintain filing system for all competitive bidding procedure requirements.
7. Provide Reports as requested.
8. Maintain active membership database for awarded vendors.
9. Provide EPIC 6 training to members and vendors upon request.
10. Collect fees to finance the operation of the cooperative from awarded vendors based on the sales through the cooperative's contracts with the end users.

**Role of the Public Entity:**

1. Commit to participate in the program by an authorized signature on membership forms and approval of the governing body where required (e.g. required in Texas)
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from EPIC 6 Vendors when in the best interest of the entity.
4. Submit copies of Purchase Orders and/or Vendor Contracts to the EPIC 6.
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner and according to Texas Law and contract agreement.
7. Include EPIC 6 and appropriate contract number on your purchase order and/or contracts in which you utilize an EPIC 6 contract.

**General Provisions:**

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in Walker County, Texas, location of the administrative offices of RESC 6.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation unless otherwise agreed by the parties in writing at the time of the dispute.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means or hard copy and the terms and conditions agreed are binding upon the Parties.  
No electronic signatures are permitted, however a scanned wet signature transmitted electronically is permitted.

**Authorization:**

Region 6 Education Service Center and EPIC 6 have entered into an Agreement to provide cooperative purchasing opportunities to public agencies and other legally eligible entities.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551. (If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

**Public Member Entity:**

**Lamar CISD**

\_\_\_\_\_  
**Entity Or District Name**

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

Authorized Signature

Title: Lamar CISD, Board President

\_\_\_\_\_  
Date

**Purchasing Cooperative Lead Agency:**

**Region 6 Education Service Center**

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

Authorized Signature

Title: Executive Director Region 6 ESC

\_\_\_\_\_  
Date

---

**Public Entity Contact Information**

**Michele Leach**

\_\_\_\_\_  
Primary Purchasing Person Name

4907 Avenue I

\_\_\_\_\_  
Street Address

Rosenberg , TX 77471

\_\_\_\_\_  
City, State Zip

832-223-0165

\_\_\_\_\_  
Telephone Number

832-223-0167

\_\_\_\_\_  
Fax Number

mleach@lcisd.org

\_\_\_\_\_  
Primary Person Email Address

**CONSIDER APPROVAL OF PURCHASE OF  
FLEET AND INSTRUCTIONAL VEHICLES**

**RECOMMENDATION:**

That the Board of Trustees approve the purchase of three (3) vehicles from Caldwell Country Chevrolet and Lake Country Chevrolet in the amount of \$118,503.00.

**IMPACT/RATIONALE:**

Bid #22-2016LN requested prices to purchase fleet and instructional vehicles for the Maintenance & Operations Department and the Career & Technical Education Department (Agriscience).

Two (2) Chevrolet 3500s (Express Cutaway with Knapheide service body) will be purchased from Caldwell Country Chevrolet in the amount of \$77,980.00. The two service body vehicles will be used in the daily operations of the Maintenance and Operations Department. The vehicles are capable of storing day-to-day supplies and equipment needed at worksites to perform services efficiently as required.

One (1) Chevrolet 3500 (heavy duty, diesel, crew cab, dual rear wheel truck) will be purchased for Agriscience from Lake Country Chevrolet in the amount of \$40,523.00. This truck will be used (primarily by Fulshear High School) to tow livestock trailers and transport supplies for various student agriculture activities and project shows, and for livestock maintenance needs. The vehicle will have the capacity to meet heavy hauling needs.


**PROGRAM DESCRIPTION:**

The Maintenance & Operations and Career & Technical Education Departments worked with the Purchasing Department on bid specifications and award recommendations.

Maintenance & Operations Department vehicles will be purchased from general funds, and the Career & Technical Education Department vehicle will be purchased from bond funds.

Submitted by:           Kevin McKeever, Administrator for Operations  
                                  Jill Ludwig, CPA, RTSBA, Chief Financial Officer  
                                  Michele Leach, RTSBA, Purchasing & Materials Manager

Recommended for approval:

  
Dr. Thomas Randle  
Superintendent



RFB 22-2016LN Fleet & Instructional Vehicles

Bid Tabulation

Vendor	QTY	Truck with Service Body	Extended Price	Delivery Date
Silsbee Ford	2	\$39,376.00	\$78,752.00	Nov 2016
<b>Caldwell Country Chevrolet</b>	<b>2</b>	<b>\$38,990.00</b>	<b>\$77,980.00</b>	<b>Nov 2016</b>
Freedom Chevrolet	2	<i>No Bid</i>	<i>No Bid</i>	<i>No Bid</i>
Lake Country Chevrolet	2	<i>No Bid</i>	<i>No Bid</i>	<i>No Bid</i>

Vendor	QTY	Dually Truck - AG Department	Extended Price	Delivery Date
<b>Lake Country Chevrolet</b>	<b>1</b>	<b>\$40,523.00</b>	<b>\$40,523.00</b>	<b>Oct 2016</b>
Caldwell Country Chevrolet	1	\$42,975.00	\$42,975.00	Aug 2016
Freedom Chevrolet	1	\$46,900.00	\$46,900.00	Sept 2016
Silsbee Ford	1	<i>No Bid</i>	<i>No Bid</i>	<i>No Bid</i>

<b>TOTAL COST:</b>	<b>\$118,503.00</b>
--------------------	---------------------

**CONSIDER APPROVAL OF PURCHASE OF ATHLETIC AND TRAINER SUPPLIES**

**RECOMMENDATION:**

That the Board of Trustees approve all vendors who responded to the proposal for athletic and trainer supplies (and related items) for the District.

**IMPACT/RATIONALE:**

Purchases shall be made for various athletic and trainer supplies by each campus or department. This type of award is beneficial to the District as it allows our campuses and departments a variety of vendors to select from, while ensuring that the District is compliant with purchasing regulations according to TEC 44.031.

**PROGRAM DESCRIPTION:**

RFP 14-2016LN requested that vendors supply discounted catalog percentages, shipping costs, web catalog addresses and ordering specifics to Lamar CISD for the following categories:

- Sports Equipment &/or Supply – Various Sports
- Middle School Games
- Athletic Storage Equipment
- Gymnasium Equipment & Supply
- Fitness Equipment & Supply
- Coaching Gear
- Trainer Supply & Equipment
- Athletic, Trainer Related Supply, non-specific category

Vendors will be utilized for the diverse instructional needs across the District. This bid will be awarded for one year with four automatic renewal year options. Either party may provide a 30-day advance written notice of intent to cancel prior to the annual term.

Submitted by:           Jill Ludwig, CPA, RTSBA, Chief Financial Officer  
                                  Michele Leach, RTSBA, Purchasing & Materials Manager

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**RFP 013-2016LN**  
**ATHLETIC AND TRAINER SUPPLIES**

1. Alert Services
2. Barcelona Sporting Goods
3. BBI Tennis Group
4. Brammer's Athletic Warehouse
5. BSN Sports
6. Cardinal's Sport Center
7. Clarke Distributing Company
8. Colorado Time Systems
9. Cornish Medical
10. CSM Canvas MFG
11. Get RXd (MultiSports)
12. Gopher Sports (Play with a Purpose) (Prophet)
13. GTM Sportswear
14. Henry Schein Medical
15. Knockout Sportswear
16. Korney Board Aids
17. LeslieG
18. Medco Sports Medicine (Masune)
19. MFAC (M-F Athletic) (Perform Better)
20. Miller Net Company
21. Moore Medical (McKesson)
22. NASCO (Aristotle)
24. Power Systems
25. Pyramid School Products
26. Richey Athletics
27. Riddell (All American)
28. Rogers Athletic Co
29. Royal Medical Resources (JC Burris)
30. S&S Worldwide
31. School Specialty
39. Soccer Corner
32. Soccer Depot
33. Spectrum Corporation
34. Sports Endeavors (Soccer.com)(Eurosport)
35. Sports Imports
36. Team Golf Gear
37. Tennis Outlet
38. Texas Swim Shop
40. Toledo PE Supply
41. US Games (a division of BSN Sports)
42. WissTech Enterprises

**CONSIDER APPROVAL OF HVAC FULL COVERAGE  
MAINTENANCE AND SERVICE AGREEMENT**

**RECOMMENDATION:**

That the Board of Trustees approve Texas Air Systems for a 3-year term contract for District-wide HVAC full coverage maintenance and service in the amount of \$4,701,282 (3-year term cost) and authorize the Superintendent to sign a contract when presented.

**IMPACT/RATIONALE:**

RFQuote #18-2016LN requested formal quotes to provide a district-wide HVAC full coverage maintenance and service agreement through an awarded HVAC cooperative contract. HVAC services include filter changes, water treatment preventative maintenance, and repair/maintenance of all HVAC equipment in the District. This service shall be housed on-site at the Lamar CISD Maintenance and Operations Department building.

**PROGRAM DESCRIPTION:**

The RFQuote addressed a specific timeline for discussions with interested vendors, beginning with a pre-proposal meeting, site visits and question and answer sessions. After responses were returned, interviews were scheduled with all respondents and held by Maintenance and Operations supervisors. Upon conclusion of each interview held, a request to each vendor for best and final offer was addressed. Three respondents chose to adjust their pricing. Texas AirSystems was ranked overall highest and in the best interest of Lamar CISD.

The Maintenance and Operations Department worked with the Purchasing Department on bid specifications and award recommendation.

Upon approval, Texas AirSystems will begin a 3-year term commencing July 1, 2016 and ending June 30, 2019. Upon conclusion of the 3-year term contract, two additional renewal years will be available if the District desires and pricing is agreeable.

Submitted by: Kevin McKeever, Administrator for Operations  
Paul Gutowsky, RTSBA, ATEM, Energy Coordinator  
Jill Ludwig, CPA, RTSBA, Chief Financial Officer  
Michele Leach, RTSBA, Purchasing & Materials Manager

Recommended for approval:



Dr. Thomas Randle  
Superintendent

Vendor	Three (3) Year Term Purchase Price	Term Purchase Price 15 Points Max	HVAC Contracted Services Price 10 Points Max	Criteria #3 9 Points Max	Criteria #4 9 Points Max	Criteria #5 9 Points Max	Criteria #6 9 Points Max	Criteria #7 9 Points Max	Criteria #8 5 Points Max	Criteria #9 5 Points Max	Criteria #10 4 Points Max	Criteria #11 4 Points Max	Criteria #12 4 Points Max	Criteria #13 4 Points Max	Criteria #14 4 Points Max	Total Score	Firm's Ranking Order
<b>Texas AirSystems</b>	<b>\$ 4,701,282.00</b>	<b>14.70</b>	<b>9.20</b>	<b>9.00</b>	<b>8.67</b>	<b>8.67</b>	<b>9.00</b>	<b>9.00</b>	<b>2.67</b>	<b>5.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>4.00</b>	<b>95.91</b>	<b>1</b>
Comfort Systems USA	\$ 4,600,594.00	15.00	7.20	9.00	8.67	8.67	9.00	9.00	3.33	5.00	4.00	4.00	4.00	4.00	4.00	94.87	2
Carrier Corporation	\$ 5,055,008.00	13.70	7.30	9.00	9.00	8.00	8.67	9.00	4.33	4.33	3.67	4.00	4.00	4.00	4.00	93.00	3
TDIndustries	\$ 4,879,393.00	14.10	10.00	8.67	8.00	8.33	8.00	4.67	3.33	4.67	3.33	3.67	4.00	4.00	4.00	88.77	4
STAR Service	\$ 6,413,157.00	10.80	7.80	8.67	8.67	8.33	8.67	8.33	4.67	4.67	3.67	4.00	4.00	4.00	4.00	90.28	5

Criteria #3	The sufficiency of the Contractor's total resources.
Criteria #4	The quality and availability of the Contractor's personnel and services.
Criteria #5	Methodology of the HVAC Preventative Maintenance.
Criteria #6	Ability to meet day to day operation expectation.
Criteria #7	Understanding the scope of the proposal.
Criteria #8	Current or past projects with the basic scope with references.
Criteria #9	Guaranteed maximum response time.
Criteria #10	The responsibility and reputation of the Contractor.
Criteria #11	Scope, ability, and technical support available from home office.
Criteria #12	Previous satisfactory experience with Lamar CISD.
Criteria #13	The Contractor's previous compliance with laws affecting the project.
Criteria #14	Safety record of Contractor according to OSHA inspection logs for the past three (3) years, a loss analysis from the Contractor's insurance carrier and a loss history covering all lines of insurance carried by the Contractor.

**CONSIDER APPROVAL OF INDEPENDENT AUDITORS  
FOR THE 2015-2016 SCHOOL YEAR**

**RECOMMENDATION:**

That the Board of Trustees consider approval of the engagement of the certified public accounting firm of Whitley Penn, LLP as the District's independent auditors for the 2015-2016 school year, and authorize the Superintendent and Board President to execute the engagement letter.

**IMPACT/RATIONALE:**

As a result of a competitive proposal process for independent auditing services conducted during the 2009-10 fiscal year, Whitley Penn LLP, formerly Null-Lairson, P.C., was recommended by the Financial Audit Committee. The selection was based on qualifications, fees and other weighted criteria including estimated costs in future years. Due to the expertise and professional services delivered by the firm, administration requested and the firm provided a one-year renewal engagement letter at an estimated fee of \$64,500. Fees for the past three years are as follows:

<u>YEAR</u>	<u>ACTUAL</u>
2014-15	\$64,500
2013-14	\$63,500
2012-13	\$63,500

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

We have been very pleased with the level of service provided by the auditors in the past and fully expect comparable service in the future.

**PROGRAM DESCRIPTION:**

If approved, Whitley Penn, LLP would serve as the District's independent auditors for the 2015-16 school year and would conduct the annual audit as required by the Texas Education Agency. A copy of the engagement letter is attached.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

May 2, 2016

To the Board of Trustees  
and Administration  
Lamar Consolidated Independent School District

We are pleased to confirm our understanding of the services we are to provide the Lamar Consolidated Independent School District (the “District”) for the year ended August 31, 2016. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of the District as of and for the year ended August 31, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the District’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management’s Discussion and Analysis.
- General Fund Budgetary Schedule
- Pension Information

We have also been engaged to report on supplementary information other than RSI that accompanies the District’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor’s report on the financial statements and in a report combined with our auditor’s report on the financial statements:

- Schedule of expenditures of federal awards.
- Combining and individual fund statements
- Texas Education Agency mandated schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- Introductory Section
- Statistical Section

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our single audit. Our reports will be addressed to the Board of Trustees of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the single audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.



### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the OMB *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the District in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

### **Management Responsibilities**

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements).

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of

the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review on or about June 1, 2016.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP;

To the Board of Trustees and Administration  
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(3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Whitley Penn LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Texas Education Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Whitley Penn LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

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The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Texas Education Agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in June 2016 and to issue our reports no later than January 28, 2017. Christopher L. Breaux, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$64,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

1. Any weaknesses noted in internal control may affect the nature, timing, and extent of our audit procedures.
2. Our fee estimates have not considered the effects of any changes to auditing standards and accounting principles, which may be promulgated by the AICPA, Congress or any other regulatory body in the future and are unknown to us at this time. If significant additional time is necessary resulting in increased fees, we will endeavor to notify you of any such circumstances as they are assessed.
3. The District's personnel is responsible for the preparation of all items requested in the "PBC listing" and for providing them to us by the dated requested. Any delays caused by not preparing items when requested may result in additional fees, as well as the possibility of postponing our fieldwork. The "PBC Listing" will be provided to you during the planning process of the engagement.
4. Time incurred for audit adjustments identified during our audit and the related additional testing required, has not been considered in our fee estimates. Prior to performing any additional testing, we will notify you of the expectations and we will obtain your approval for any additional fees which may be incurred.

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

Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

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You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2015 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



RESPONSE:

This letter correctly sets forth the understanding of Lamar Consolidated Independent School District.

Management signature: \_\_\_\_\_

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

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

Governance signature: \_\_\_\_\_

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

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

**SYSTEM REVIEW REPORT**

June 25, 2015

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

We have reviewed the system of quality control for the accounting and auditing practice of Whitley Penn LLP (the Firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2015. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The Firm is responsible for designing a system of quality control and complying with it to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the Firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, audits performed under FDICIA, audits of carrying broker-dealers, and examinations of service organizations (Service Organization Control (SOC) 1 engagements).

In our opinion, the system of quality control for the accounting and auditing practice of Whitley Penn LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended April 30, 2015, has been suitably designed and complied with to provide the Firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Whitley Penn LLP has received a peer review rating of *pass*.

Olsen Thielen & Co., Ltd.

*Olsen Thielen & Co., Ltd.*

**CONSIDER APPROVAL OF RESOLUTION REGARDING CLOSURE  
OF SCHOOLS DUE TO FLOODING**

**RECOMMENDATION:**

That the Board of Trustees approve a resolution regarding the closure of schools on Monday, April 18, 2016 and Tuesday, April 19, 2016, authorize the Superintendent of Schools to revise the calendar as necessary and apply to the Texas Education Agency for a waiver for two missed instructional days and authorize the payment of employees.

**IMPACT/RATIONALE:**

The Texas Education Agency (TEA) has a process which allows a district to apply for a waiver for missed instructional days due to a district or campus being forced to close for various reasons including severe weather. These waivers assist districts by lessening the impact of low attendance rates on the funding earned. TEA requires approval by the Board of Trustees prior to submission of the waiver application. After the Board has acted, an application for the waiver of instructional days will be submitted using the TEA's automated waiver application system.

Fort Bend County experienced severe flooding and weather-related conditions as a result of excessive rainfall on April 18-19, 2016. In order to cooperate with state and local officials to reduce potential traffic and to keep students, parents, and employees safe from street flooding, the District was closed for two (2) instructional days.

On April 20, 2016, Commissioner of Education Mike Morath announced that he will grant two missed instructional day waivers for school systems in Houston area counties that fall within Gov. Greg Abbott's state of disaster declaration. Fort Bend County was listed as one of the counties in the declaration. Commissioner Morath stated, "I commend school system leaders for their swift response to ensure the safety of students, teachers and campus staff." As a result of the missed instructional day waivers, school systems in disaster counties that have missed one or two days due to flooding will not have to make up those days on the remaining school calendar.

Administration believes it is in the best interest of the District to apply for a waiver for the two missed instructional days. In addition, the Board of Trustees may find that a public purpose exists to pay employees for the days missed and that such payment is necessary in the conduct of the public schools, in accordance with the Texas Education Code, Section 45.105(c). Further, employees who were required to report to work on April 18<sup>th</sup> and 19<sup>th</sup> will be paid at the premium rate of 1.5 times their regular hourly rate for the hours worked.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent



**RESOLUTION REGARDING CLOSURE OF SCHOOLS DUE TO FLOODING**

WHEREAS, the Lamar Consolidated Independent School District Board of Trustees recognizes that the territory included in the Lamar Consolidated Independent School District was experiencing severe flooding and weather-related conditions as a result of excessive rainfall on April 18-19, 2016; and,

WHEREAS, pursuant to cooperative efforts with state and local officials to reduce potential traffic and to keep students, parents and employees safe from street flooding, Lamar Consolidated Independent School District was closed for two (2) days on April 18<sup>th</sup> and April 19<sup>th</sup>, 2016; and,

WHEREAS, the Board of Trustees of the Lamar Consolidated Independent School District seeks to retain its employees and facilitate their return to duty; and,

WHEREAS, the Board of Trustees of the Lamar Consolidated Independent School District finds that compensating employees for two (2) school days missed and not made up through a revised calendar serves an important public purpose in that continued retention of such employees shall enable the school district to efficiently resume educational activities; and,

WHEREAS, the Board of Trustees of the Lamar Consolidated Independent School District recognizes that some hourly, non-exempt employees worked during the day of closure, and for their efforts, a public purpose exists in providing such employees additional compensation to the extent and in accordance with terms and conditions as may be approved by the Superintendent.

IT IS THEREFORE:

RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District hereby authorizes the administration to compensate employees for two (2) school days when the District was closed, at their regular hourly rate of pay, according to the duty schedule they would have otherwise worked; and

FURTHER RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District hereby authorizes the Superintendent, in his discretion and in accordance with terms and conditions as he deems necessary and appropriate, to provide additional compensation to hourly, non-exempt employees who worked at the District when the District was closed due to these storms.

Approved this 19<sup>th</sup> day of May, 2016

By: \_\_\_\_\_  
Kathryn Kaminski, President

Attest: \_\_\_\_\_  
Anna Gonzales, Secretary

**CONSIDER APPROVAL OF AFTERSCHOOL CARE FACILITY RENTAL AGREEMENT**

**RECOMMENDATION:**

That the Board of Trustees approve an afterschool care facility rental agreement with Gingerbread House Day Care Center (the Provider) for Bentley Elementary during the second semester of the 2016-17 school year, and authorize the superintendent to execute the agreement.

**IMPACT/RATIONALE:**

After-school, on-campus childcare has been provided as an option for elementary students since 1998. A quality program using community providers has resulted in a District/Provider partnership that is beneficial in the following ways:

- Campus staff, childcare providers, parents, and students can develop strong, long-term relationships that foster improved services that ultimately result in helping children to achieve at higher levels,
- Childcare staff can assure parents that they will be available on a continuing basis, thereby allowing parents to plan for their child's ongoing care,
- A stable contract allows the Provider to invest in staff training activities and materials that result in improved program quality, and
- Retention of quality childcare staff due to the assurance of continuing employment based on quality performance.

**PROGRAM DESCRIPTION:**

Bentley Elementary will open in January 2017. Since all children attending Bentley Elementary will be served at Hubenak Elementary for the first semester of the 2016-17 school year, Administration is recommending that the afterschool care provider for Hubenak Elementary be awarded this contract. It is in the best interest of the children to maintain the continuity of services and the familiarity of the relationships established when they move to the new facility in 2017.

The term of this agreement is one semester, so that it will terminate at the same time as all of the other afterschool care facility rental agreements. The contract period will commence on January 2, 2017 and end on June 1, 2017. The cafeteria, gym, playground, and storage areas are available for use by the Provider. Lease terms are similar to those of a standard District facility rental, and building use fees are based on a nine-month rental period. Generally, for campuses not designated economically disadvantaged (ED), the rental fee for a full year is \$12,500 per campus, per year, and for those designated ED, the annual rental fee is \$3,125 per campus, per year. The ED status of Bentley Elementary will be determined in Fall 2016. The annual fee for this agreement will be prorated to reflect a one semester rental (\$6,250 or \$1,562.50).

Submitted by: Linda Lane, Interim Executive Director of Elementary Education  
Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
RENTAL AGREEMENT**

The Lamar Consolidated Independent School District (hereinafter LCISD), agrees to allow Provider (hereinafter Lessee), to use the designated campuses, program areas, and services listed in Exhibit I. The parties agree:

1. That the lessee occupy the facility for a period of one school **semester**, beginning January 2, 2017 and ending on the last day of instruction of the 2016-17 school year as determined by the LCISD school calendar.
2. That the Lessee pays consideration as outlined in Exhibit I.
3. That the Lessee shall notify the District of cancellation 45 days in advance.
4. That the Lessee shall use the facility only for the purposes of operating an afterschool program that is fully licensed by the Texas Department of Family Protective Services (TDFPS)
5. That the Lessee maintains full compliance with all state and federal regulations applicable to the afterschool program.
6. That the Lessee provides consistent days and hours of operation (Monday through Friday, from school dismissal until 6:30 pm) in coordination with LCISD's school calendar. Supplemental programs (summer and other break periods during which LCISD is closed) are not incorporated as part of this agreement.
7. That the Lessee provides Early Release and Full Day services on Staff Development Days and some Holidays. In the event of an unanticipated school closure during the school day, the Lessee shall ensure staff remains at the campus until all participating students are picked up. LCISD will give prompt notice of any unexpected school closure.
8. That the Lessee shall be responsible for restoring the facility to its original state after use. All materials must be stored so that the space may be used for school district purposes immediately after the rental period ends.
9. That the District may revoke its permission to use the facility at any time it is determined that a group's use creates instructional conflicts, damages school property, or violates District policies and/or regulations.
10. That the Lessee accepts full responsibility for protecting school property and equipment and assumes any and all liability for repairs or replacements or for any damage done to buildings, equipment, or other school property used by the Lessee. Lessee also assumes full responsibility for the conduct of any and all persons using the facility during the rental.
11. That the Lessee agrees to assume all liability and hold harmless and indemnify the District, its Trustees, employees, and agents from any and all liability arising out the Lessee's use of District facilities.
12. That Lessee shall furnish evidence of insurance coverage for general liability in the amount of \$1,000,000, and shall name District as an additional insured on the policy as specified by the District.

Executed on this 19<sup>th</sup> day of May, 2016.

LESSEE:

LESSOR:

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Superintendent

## EXHIBIT I

### PROVIDER: GINGERBREAD HOUSE DAY CARE CENTER AFTERSCHOOL PROGRAM AT BENTLEY ELEMENTARY

- Campuses designated by this Agreement (Total Rental Value: To be determined Fall 2016):
  - Bentley Elementary
- Additional campuses may be added by Addendum to Exhibit I, in writing and signed by both parties, for the same consideration outlined below.
- Program areas designated by this Agreement follow. Although every attempt will be made to assure that the designated areas are provided consistently, changes may occur when school-wide events necessitate the use of those areas. Lessee will be notified 48 hours in advance if changes are to be made, and an alternative area will be provided by the campus administrator. Under no circumstance will the Lessee be forced to move to the alternate location prior to 4:00 pm. A suitable location will be designated at the beginning of the school year so that compliance with childcare licensing can be determined.
  - Gym
  - Cafeteria
  - Playground (no fee)
  - Storage areas within close proximity of the areas used by the lessee (no fee)
  - Adult restroom facilities (no fee)
- Additional areas within a facility or on a campus may be leased under separate agreement and in accordance with standard facility charge schedule.
- Services designated by this Agreement:
  - Guest Wi-Fi access as needed through Guest Access
  - Telephone
- The Lessee agrees to pay consideration in the amount of \$6,250 per semester, per campus, unless the campus is designated as economically disadvantaged (ED) for funding purposes. Economically disadvantaged campuses will be defined as those eligible for Title I funding. The consideration for rental of ED campuses is \$1,562.50 per semester, per campus.
- A rental invoice will be issued monthly to the Lessee. Payment should be made in five installments, made payable to the Lamar Consolidated ISD by the 15<sup>th</sup> of the month, beginning January 15, 2017.

**CONSIDER APPROVAL OF ORDER AUTHORIZING THE CONVERSION OF THE LAMAR CISD VARIABLE RATE UNLIMITED TAX SCHOOLHOUSE BONDS, SERIES 2014A TO A NEW RATE PERIOD; AMENDING CERTAIN PROVISIONS OF THE ORDER AUTHORIZING THE ISSUANCE OF SUCH BONDS; AND ENACTING OTHER PROVISIONS RELATING THERETO**

**RECOMMENDATION:**

That the Board of Trustees approve the Order Authorizing the Conversion of the Lamar CISD Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2014A to A New Rate Period; Amending Certain Provisions of the Order Authorizing the Issuance of Such Bonds; and Enacting Other Provisions Relating Thereto.

**IMPACT/RATIONALE:**

The voters of Lamar CISD authorized the issuance of \$249,159,215 in schoolhouse bonds in an election held November 8, 2011. As part of the voted authorization, the District sold \$90,000,000 in bonds as variable rate soft put bonds (Lamar CISD Variable Rate Unlimited Tax School Building Bonds, Series 2014A (the "Bonds")). The issuance of the Bonds as soft put bonds allowed the District to take advantage of low short-term interest rates and provided the District with the flexibility to pay off the Bonds when merited.

The Bonds were issued with an Initial Rate Period of two years at an Initial Rate of 2.00%. Pursuant to the terms of the Order Authorizing the Issuance of the Bonds (the "Original Order"), the District is obligated to use its best efforts to cause the outstanding Bonds to be converted from the Initial Rate Period to a different rate period on August 15, 2016. This conversion will result in the variable interest rate being reset for the duration of the new rate period selected by the District. Administration recommends remarketing the Bonds for a term rate period of two years, which will allow the District to take advantage of the short end of the yield curve and maintain variable rate debt within the overall debt portfolio.

**PROGRAM DESCRIPTION:**

The Original Order requires the Board of Trustees to make certain determinations and authorizations in connection with the remarketing. The Conversion Order is the mechanism by which the Board of Trustees takes that action.

The Conversion Order contains the following Board actions: (i) provides for the conversion of the Bonds into a Term Rate Period of two years, (ii) confirms a Stepped Rate and Maximum Rate for the Bonds as provided in the Original Order, but provides the Pricing Officer with the authority to lower the Stepped Rate if market conditions would allow for such a reduction, (iii) authorizes the Pricing Officer to establish the optional redemption provisions for the Bonds during the new Term Rate Period in response to market conditions, (iv) authorizes the preparation of a memorandum to be used in connection with the remarketing of the Bonds, and (v) confirms the appointment of BOSC, Inc. as Remarketing Agent for the Bonds and authorizes the Pricing Officer to approve the fees of the Remarketing Agent as provided in the Remarketing Agreement. Pursuant to the terms of the Original Order, the Superintendent and Chief Financial Officer are the Pricing Officers authorized to establish final terms of the remarketing.

The Original Order authorizes the District to make amendments to the Order in connection with the conversion of the Bonds to an interest rate period. Due to changes in the market, it is the recommendation of the District's Financial Advisor and Bond Counsel that the District adopt certain amendments to the Original Order in order to provide the District with additional flexibility and updated Term Rate conversion mechanics. The Conversion Order also contains those amendments.

Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent

ORDER

AUTHORIZING THE CONVERSION OF THE LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX SCHOOLHOUSE BONDS, SERIES 2014A TO A NEW RATE PERIOD; AMENDING CERTAIN PROVISIONS OF THE ORDER AUTHORIZING THE ISSUANCE OF SUCH BONDS; AND ENACTING OTHER PROVISIONS RELATING THERETO

Adopted: May 19, 2016

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AUTHORIZING THE CONVERSION OF THE LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT VARIABLE RATE UNLIMITED TAX SCHOOLHOUSE BONDS, SERIES 2014A TO A NEW RATE PERIOD; AMENDING CERTAIN PROVISIONS OF THE ORDER AUTHORIZING THE ISSUANCE OF SUCH BONDS; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, the Lamar Consolidated Independent School District (the "District") has previously issued and there remains outstanding the District's Variable Rate Unlimited Tax Schoolhouse Bonds, Series 2014A (the "Bonds"); and

WHEREAS, the Bonds were authorized to be issued pursuant to an order adopted by the Board of Trustees (the "Board") of the District on February 20, 2014 (the "Original Order"); and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the Original Order; and

WHEREAS, pursuant to the terms of the Original Order, the Board delegated pricing of the Bonds and certain other matters to a Pricing Officer who approved and executed a separate Officer's Pricing Certificate on April 22, 2014 for the Bonds (the "Original Pricing Certificate"); and

WHEREAS, pursuant to the terms of the Original Order and the Original Pricing Certificate, the Bonds were issued in an Initial Rate Period and are subject to mandatory tender for purchase at the end of each such Initial Rate Period, and are to be converted and remarketed to bear interest in a Term Rate Period of two years in duration; and

WHEREAS, pursuant to the terms of the Original Order and the Original Pricing Certificate, the end of the Initial Rate Period, and the mandatory tender date in connection therewith, for each series of Bonds is scheduled to occur as follows on August 15, 2016; and

WHEREAS, the Board has found and determined that it is necessary and in the best interest of the District to approve and authorize the conversion of the Bonds at the end of the Initial Rate Period thereof to a Term Rate Period of two years in duration, and the District desires to delegate authority to the Pricing Officer to determine certain terms of the Bonds upon such conversion, all as more particularly set forth herein; and

WHEREAS, the Board further desires to authorize the preparation and distribution of a remarketing memorandum to be used in connection with such conversion and remarketing of the Bonds, and to confirm the appointment of BOSCO, Inc. as the Remarketing Agent for the Bonds; and

WHEREAS, pursuant to Section 14.01 thereof, the Original Order may be amended or supplemented at any time by the District, without notice to or the consent of any Owner, effective upon any Conversion Date to a new Rate Period, to make any amendment affecting only the Bonds being converted, and the Board has found and determined that it is necessary and in the best interest of the District to amend certain provisions of the Original Order to become effective



with respect to the Bonds, upon the Conversion Date from the Initial Rate Period to a new Rate Period, all as more particularly set forth in this Order (the “Amending Order”); NOW, THEREFORE

BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT:

**ARTICLE I  
DEFINITIONS AND OTHER PRELIMINARY MATTERS**

Section 1.01. Definitions. Unless defined in the recitals to this Amending Order or unless the context shall require otherwise, all capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the Original Order.

Section 1.02. Table of Contents Titles, and Headings. The table of contents, titles, and headings of the Articles and Sections of this Amending Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Amending Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.03. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Amending Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

Section 1.04. Authority for this Amending Order. This Amending Order is adopted pursuant to the provisions of Chapter 45 of the Texas Education Code, as amended, Chapter 1371 of the Texas Government Code, as amended, and Section 14.01 of the Original Order.

Section 1.05. Original Order to Remain in Force. Except as amended and supplemented by this Amending Order, the Original Order and the Original Pricing Certificate shall remain in full force and effect with respect to the Bonds and the other matters covered therein.

Section 1.06. Contrary Provisions. To the extent any provisions of the Original Order or the Original Pricing Certificate, prior to their amendment by this Amending Order, conflict with or are inconsistent with the provisions of this Amending Order, the terms of this Amending Order shall be and remain controlling as to the matters herein provided.

**ARTICLE II**  
**AUTHORIZATION; CONVERSION OF THE BONDS**

Section 2.01. Approval and Authorization for Conversion of the Bonds.

(a) Pursuant to the applicable provisions of the Original Order, at the end of the Initial Rate Period for the Bonds, the District hereby approves and authorizes the conversion of Bonds from the Initial Rate Period to a Term Rate Period, which shall commence on the Term Rate Conversion Date and end on August 14, 2018, and no Liquidity Agreement or Liquidity Facility shall be provided for the Bonds upon such conversion to a Term Rate Period. Pursuant to the terms of the Original Order, as amended by this Amending Order, the Bonds shall be subject to mandatory tender for purchase on the first Business Day immediately following the last day of such Term Rate Period, being August 15, 2018.

(b) Upon the conversion of the Bonds to the Term Rate Period as approved and authorized herein, the Bonds shall have such terms as set forth in the Original Order and the Original Pricing Certificate (each as amended by this Amending Order), provided, that the Bonds shall be in Authorized Denominations of \$5,000 or any integral multiple thereof.

(c) Unless otherwise determined by the Pricing Officer as set forth in an Officer's Pricing Certificate, pursuant to subsection (e) below, the Stepped Rate for the Bonds shall be equal to 7.00%; provided, however, that in no event shall the Stepped Rate on the Bonds exceed the Maximum Rate for the Bonds of 9.00%.

(d) Unless otherwise determined by the Pricing Officer and set forth in an Officer's Pricing Certificate pursuant to subsection (e) below, the Bonds shall be subject to redemption at the option of the District as provided in Article V of the Original Order, as amended by this Amending Order.

(e) As authorized by Chapter 1371, Texas Government Code, as amended, and the provisions of the Original Order, the Pricing Officer is hereby authorized to act on behalf of the District in connection with the remarketing and conversion of the Bonds, including determining any changes to the Stepped Rate and the optional redemption provisions for the Bonds upon the conversion thereof to the Term Rate Period as approved and authorized herein and all other matters relating to the remarketing and conversion of the Bonds. Any determinations by the Pricing Officer shall be set forth in an Officer's Pricing Certificate delivered to the Remarketing Agent, the Paying Agent/Registrar and the Tender Agent on or before the Conversion Date for the conversion of the Bonds to the Term Rate Period approved and authorized herein. Any finding or determination by the Pricing Officer as authorized herein shall have the same force and effect as a finding or determination made by the Board.

The conversion of the Bonds to a Term Rate Period as approved and authorized herein shall be accomplished in accordance with the provisions of the Original Order (as amended by this Amending Order), and the Pricing Officer and all other employees and

officers of the District are authorized and directed to perform all such acts and things necessary or desirable to accomplish such conversion of the Bonds, all as more particularly set forth in Section 4.09 hereof.

Section 2.02. Remarketing Memorandum. The District hereby authorizes the preparation of a remarketing memorandum or other disclosure document (the “Remarketing Memorandum”) for use in the remarketing of the Bonds in connection with the conversion thereof from the Initial Rate Period to the Term Rate Period as approved and authorized herein, and authorizes the Pricing Officer to deem the Remarketing Memorandum final within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities and Exchange Act of 1934 on behalf of the District. The use of the Remarketing Memorandum by the Remarketing Agent (in the form and with such appropriate variations as shall be approved by the Pricing Officer and the Remarketing Agent) is hereby approved and authorized and the proper officials of the District are authorized to execute such Remarketing Memorandum.

Section 2.03. Confirmation of Appointment of Remarketing Agent. The District hereby confirms and ratifies the appointment of BOSCO, Inc. as the Remarketing Agent for the Bonds, and the Pricing Officer is hereby authorized and directed to approve the fees of the Remarketing Agent as provided under the Remarketing Agreement with respect to the Bonds.

### **ARTICLE III AMENDMENTS EFFECTIVE ON THE CONVERSION DATE AT THE END OF THE INITIAL RATE PERIOD**

Section 3.01. Amendments Effective on Conversion Date at the End of the Initial Rate Periods for all Bonds. The Original Order shall be amended as provided in this Section 3.01, and all such amendments contained in this Section 3.01 shall become effective with respect to the Bonds on the Conversion Date that the Bonds are converted from the Initial Rate Period to a new Term Rate Period in accordance with the terms of the Original Order as it may be further amended or supplemented from time to time in accordance with the terms thereof.

(a) The definitions of “Authorized Denominations,” “Government Securities,” “Order,” “Term Rate Conversion Date” and “Variable Rate Conversion Date” in Section 1.01 of the Original Order are hereby deleted in their entirety and replaced with the following:

“Authorized Denominations” shall mean, unless otherwise determined by the District, (a) with respect to Bonds bearing interest at the Initial Rate, \$5,000 and integral multiples thereof; (b) with respect to Bonds bearing interest at a Flexible Rate or a Variable Rate (other than the Initial Rate and the Term Rate), \$100,000 and any integral multiple of \$5,000 in excess thereof; and (c) with respect to Bonds bearing interest at a Term Rate or a Fixed Rate, \$5,000 and integral multiples thereof.

“Government Securities” shall mean (i) direct noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States, (ii) noncallable

obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iv) any other then authorized securities or obligations under applicable State law in existence on the date the Board adopts or approves any proceedings authorizing the defeasance of the Bonds or the issuance of refunding bonds that may be used to defease the Bonds.

“Order” shall mean this order authorizing the issuance of the Bonds, as the same may be amended or supplemented from time to time in accordance with the terms hereof.

“Term Rate Conversion Date” shall mean the day the Bonds are converted to bear interest at a Term Rate pursuant to Section 3.02(g) or (h) of this Order, including a conversion from a Term Rate Period to a new Term Rate Period (of the same or a different duration as the then-expiring Term Rate Period) pursuant to the provisions of this Order.

“Variable Rate Conversion Date” shall mean the day the Bonds are converted to bear interest at a Variable Rate pursuant to Section 3.02(g) or (h).

(b) The definition of “Interest Payment Date” in Section 1.01 of the Original Order is hereby amended by deleting clauses (j) and (k) thereof in their entirety and inserting the following after clause (i) thereof:

(j) each mandatory tender date pursuant to Sections 4.05 and 4.06 of this Order; (k) each Conversion Date, in the event such date is not an Interest Payment Date established pursuant to the preceding clauses (a) through (j); and (l) with respect to Bonds bearing interest in any Rate Period, the maturity date for the Bonds or scheduled mandatory sinking fund redemption dates for the Bonds subject to mandatory sinking fund redemption.

(c) Section 2.02(b) of the Original Order is hereby deleted in its entirety and replaced with the following:

(b) Interest shall accrue on each Bond respectively until its maturity or prior redemption from the later of the Issuance Date or the most recent Interest Payment Date to which interest has been paid or duly provided for, at the rate or rates per annum all as specified in Article III of this Order and shall be paid on each Interest Payment Date. Interest on

Bonds bearing interest at a Weekly Rate, Monthly Rate or Quarterly Rate or at a Flexible Rate will be calculated on the basis of a 365 day or 366 day year, as applicable, for the actual number of days elapsed. Interest on Bonds bearing interest at the Initial Rate or at a Term Rate, Semiannual Rate, or Fixed Rate shall be calculated on the basis of a 360-day year composed of 12 months of 30 days each. Interest on Purchased Bonds shall bear interest at the applicable Bank Rate and shall be calculated and payable as provided in Section 3.05 of this Order. Unless otherwise provided in an Officer's Pricing Certificate, interest on Bonds bearing interest at the Stepped Rate will be calculated on the basis of a 365 day or 366 day year, as applicable, for the actual number of days elapsed.

(d) Section 2.03(e) of the Original Order is hereby deleted in its entirety and replaced with the following:

(e) If the date for the scheduled payment of the principal of or interest on the Bonds is not a Business Day, the date for such payment shall be the next succeeding Business Day and payment on such date shall for all purposes be deemed to have been made on the due date thereof and no interest shall accrue on such payments in the interim. In addition, unless otherwise provided in this Order, in the event that the day on which any act or function is to be performed or done is not a Business Day, such act or function shall be performed or done on the next succeeding Business Day.

(e) Section 3.01 of the Order is hereby amended by deleting the last sentence of Section 3.01.

(f) Section 3.02(a)(ii) of the Original Order is hereby deleted in its entirety and replaced with the following:

(ii) Each Variable Rate determined by the Remarketing Agent shall be the lowest rate of interest which, in the judgment of the Remarketing Agent, would cause the Bonds to have a market value of not less than 100% of the principal amount thereof, plus accrued interest, under prevailing market conditions as of the Rate Determination Date, provided that: (A) if the Remarketing Agent fails for any reason to determine or notify the Tender Agent or the Paying Agent/Registrar of the Variable Rate for any Variable Rate Period when required hereunder, the Variable Rate for such period shall be deemed to be determined as the Variable Rate then in effect until the Remarketing Agent determines a new Variable Rate and notifies the Tender Agent and the Paying Agent/Registrar of such rate in accordance with the provisions of this Order; (B) in no event shall the Variable Rate for any Variable Rate Period exceed the Maximum Rate; and (C) the Variable Rate shall not cause such Bonds to exceed the Purchase Price.

(g) Section 3.02(f) of the Original Order is hereby deleted in its entirety and replaced with the following:

(f) Term Rates. A Term Rate shall be determined for each Term Rate Period as follows:

(i) Term Rate Periods shall (A) commence on each Term Rate Conversion Date, and (B) end on the date established by the District as the last day for each such Term Rate Period pursuant to Section 3.02(f)(ii); provided, however, that each Term Rate Period shall be at least twelve (12) months in duration or such shorter period provided the District receives an Opinion of Bond Counsel; provided further, that in the event any Conversion Date established pursuant to the provisions of this Order in connection with a conversion from a Term Rate Period is not the day that immediately succeeds the last day of the then-expiring Term Rate Period, the duration of the then-expiring Term Rate Period shall be deemed to have been extended to end on the day immediately preceding such Conversion Date; provided further, that if the District elects to obtain a Liquidity Facility for the Bonds in connection with such Term Rate Period, the Term Rate Period for such Bonds shall end on a Business Day that is not less than five (5) days prior to the stated expiration date of the Liquidity Facility providing liquidity support for such Bonds.

(ii) Prior to the commencement of each Term Rate Period, the District shall determine the last day of each such Term Rate Period; provided, that the duration of each such Term Rate Period complies with Section 3.02(f)(i) above. The District shall give written notice of such duration of each Term Rate Period to the Paying Agent/Registrar, the Tender Agent, the Remarketing Agent and the Bank, if any, in accordance with Section 3.02(g)(ii) and 3.02(h)(ii), as applicable.

(iii) The Term Rate for each Term Rate Period shall be effective from and including the commencement date of each such Term Rate Period and shall remain in effect through and including the last day thereof. Each such Term Rate shall be determined for each Term Rate Period not later than 12:00 p.m., New York City time on the Rate Determination Date, which date shall be a Business Day not less than one (1) Business Day preceding the commencement date of such Term Rate Period, and each such Term Rate shall be made available to the Paying Agent/Registrar, the Bank, if any, and the Tender Agent by the Remarketing Agent by the close of business on the Rate Determination Date.

(iv) If, following the last day of the then-applicable Term Rate Period, there does not exist a Liquidity Facility providing liquidity support for such Bonds and there occurs a failed conversion and remarketing of the type described in Section 4.03(g), then such Bonds shall bear interest at the Stepped Rate for the duration of the Stepped Rate Period in accordance with, and shall be subject to, the provisions of Section 4.03(g).

(v) While the Bonds bear interest at a Term Rate, the District shall use its best efforts to take all such actions required by this Order to be performed by the District to cause such Bonds to be converted to a different Rate Period (including to a Term Rate Period of the same or a different duration as the then-expiring Term Rate Period) on the first Business Day immediately following the last day of the then-expiring Term Rate Period. If there is a Liquidity Facility then in effect providing liquidity support for such Bonds to be converted from a Term Rate Period to a different Rate Period, then such Bonds are subject to mandatory tender for purchase on the Conversion Date pursuant to Section 4.03(a), Section 4.03(b) or Section 4.04(a), as applicable. If there does not exist a Liquidity Facility providing liquidity support for such Bonds to be converted from a Term Rate Period to a different Rate Period (and there was no Liquidity Facility in effect for such Bonds upon commencement of the then-expiring Term Rate Period), then such Bonds are subject to mandatory tender for purchase on the Conversion Date pursuant to Section 4.03(g).

(h) Section 3.02(g) of the Original Order is hereby deleted in its entirety and replaced with the following:

(g) Conversions between Variable Rate Periods. At the option of the District, the Bonds may be converted from one Variable Rate Period to a different Variable Rate Period (including from a Term Rate Period to a new Term Rate Period of the same or a different duration as the then-expiring Term Rate Period). Any such conversion shall be accomplished as follows:

(i) The Conversion Date for a conversion from one Variable Rate Period to a different Variable Rate Period shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the conversion is to be made; provided, however, that if the conversion is from a Term Rate Period to a different Variable Rate Period (including a conversion from a Term Rate Period to a new Term Rate Period of the same or a different duration as the then-expiring Term Rate Period), the Variable Rate Conversion Date shall be the first Business Day immediately following the last day of the then-expiring Term Rate Period; provided further, that Purchased Bonds or Bonds bearing interest at

a Stepped Rate may be converted to a different Variable Rate Period on any Business Day.

(ii) The District shall give written notice of any such conversion to the Paying Agent/Registrar, the Tender Agent, the Remarketing Agent and the Bank (if any) not less than forty-five (45) days prior to the proposed Conversion Date. Such notice shall specify the proposed Conversion Date and the Variable Rate Period to which the conversion will be made, and in the case of conversion to a Term Rate Period (including any conversion from a Term Rate Period to a new Term Rate Period of the same or different duration as the then-expiring Term Rate Period), the last day of such new Term Rate Period. Such notice shall also specify the conditions, if any, to the conversion and the consequences of such conditions not being fulfilled.

(iii) Not less than thirty (30) days prior to the Conversion Date, the Paying Agent/Registrar shall send (by first class mail or other customary method) a written notice of the conversion to the Owners. Such notice shall:

(A) contain the information set forth in the notice from the District pursuant to Section 3.02(g)(ii) above; and

(B) set forth the matters required to be stated pursuant to Section 4.03(d).

(iv) The Variable Rate for the Variable Rate Period commencing on the Conversion Date shall be determined by the Remarketing Agent in the manner provided in Section 3.02(a) above on the date set forth in Section 3.02(b), (c), (d), (e) or (f) above, whichever is applicable to the Variable Rate Period to which the conversion shall be made.

(v) Any conversion pursuant to this Section 3.02 shall be subject to the condition that the District shall have delivered to the Paying Agent/Registrar and the Remarketing Agent, along with the notice required by Section 3.02(g)(ii) above, an Opinion of Bond Counsel (which opinion shall be confirmed on the Conversion Date). If such Opinion of Bond Counsel is not delivered, the conversion shall not occur, the Paying Agent/Registrar shall not deliver notice to the Owners and the Bonds shall remain in the same Rate Period; provided, however, that if the existing Rate Period for such Bonds is an Initial Rate Period or a Term Rate Period (for which there is not a Liquidity Facility then in effect for such Bonds and there was no Liquidity Facility in effect for such Bonds upon



the commencement of then-expiring Term Rate Period), then such Bonds shall be subject to the provisions of Section 4.03(g) or Section 4.08, as applicable.

(vi) In the event the confirmation of the Opinion of Bond Counsel is not delivered on the proposed Conversion Date pursuant to Section 3.02(g)(v), the following provisions shall apply:

(A) if the existing Rate Period of the Bonds to be converted is a Weekly Rate Period, Monthly Rate Period, Quarterly Rate Period, or Semiannual Rate Period then (I) the conversion shall not occur and such Bonds shall remain in the same Rate Period, (II) the failed conversion shall not constitute an Event of Default under this Order or such Bonds, (III) the mandatory tender will be deemed to have been rescinded for that date with respect to such Bonds and any Bonds so tendered will be returned to the Owners thereof, and (IV) the Paying Agent/Registrar shall give notice on the proposed Conversion Date to the Owners of such Bonds stating that the mandatory tender and conversion did not occur because the conditions to such conversion were not satisfied in accordance with the terms of this Order; or

(B) if the existing Rate Period of the Bonds to be converted is a Term Rate Period (for which a Liquidity Facility is then in effect providing liquidity support for such Bonds), then (I) the conversion shall not occur, (II) the failed conversion shall not constitute an Event of Default under this Order or such Bonds, and (III) such Bonds shall be subject to mandatory tender pursuant to Section 4.03(a); or

(C) if the existing Rate Period of the Bonds to be converted is an Initial Rate Period or a Term Rate Period (for which there is not a Liquidity Facility then in effect for such Bonds and there was no Liquidity Facility in effect for such Bonds upon the commencement of the then-expiring Term Rate Period), then the conversion shall not occur and the provisions of Section 4.03(g) or Section 4.08, as applicable, shall apply to such failed conversion.

(i) Section 3.02(h) of the Original Order is hereby amended by adding Clause (v) as follows:

(v) If the confirmation of the Opinion of Bond Counsel is not delivered on the proposed Conversion Date pursuant to Section 3.02(h)(iv), the conversion shall not occur and the Bonds shall remain in the same Rate Period; provided, however, that such Bonds shall be subject to mandatory tender as provided herein.

(j) Clause (i) of Section 3.03(b) of the Original Order is hereby deleted in its entirety and replaced with the following:

(i) In any such case, the Flexible Rate Conversion Date shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the conversion is to be made; provided, however, that in the case of a conversion from a Term Rate Period, the Conversion Date shall be the first Business Day immediately following the last day of the then-expiring Term Rate Period.

(k) Clause (iv) of Section 3.03(b) of the Original Order is hereby deleted in its entirety and replaced with the following:

(iv) Any conversion at the direction of the District pursuant to this Section 3.03(b) shall be subject to the condition that on or before the date of such conversion, the District shall have delivered to the Paying Agent/Registrar and the Remarketing Agent an Opinion of Bond Counsel. If such Opinion of Bond Counsel is not delivered, the conversion shall not occur and the Bond shall remain in the same Rate Period; provided, however, that such Bonds shall be subject to mandatory tender as provided herein; provided further, that Bonds bearing interest at a Term Rate (for which there is not a Liquidity Facility then in effect and there was no Liquidity Facility in effect for such Bonds upon the commencement of the then-expiring Term Rate Period) shall be subject to the provisions of Section 4.03(g).

(l) Subsection (a) of Section 3.04 of the Original Order is hereby deleted in its entirety and replaced with the following:

(a) The Fixed Rate Conversion Date shall be an Interest Payment Date on which interest is payable for the Variable Rate Period from which the conversion is to be made or an Interest Payment Date on which interest is payable for all Bonds during Flexible Rate Periods; provided, however, that if the conversion is from a Term Rate Period, the Fixed Rate Conversion Date shall be the first Business Day immediately following the last day of the then-expiring Term Rate Period; provided, further that the Purchased Bonds or Bonds bearing interest at a Stepped Rate may be converted to a Fixed Rate or Rates on any Business Day. The Fixed Rate Conversion Date for a conversion from the Initial Rate Period shall be on the scheduled date of the mandatory tender at the end of the Initial Rate Period as further described in Section 3.01 of this Order.

(m) The last paragraph of Section 3.04(e) of the Original Order is hereby deleted in its entirety and replaced with the following:

If the foregoing conditions are not met for any reason, the conversion shall not be effective, the Bonds shall continue to bear interest at the last effective Variable Rate or Flexible Rates, as applicable, and are subject to mandatory tender as provided herein, and the Paying Agent/Registrar shall promptly

notify the Owners of such fact; provided, however, that Bonds bearing interest at a Term Rate (for which there is not a Liquidity Facility then in effect and there was no Liquidity Facility in effect for such Bonds upon the commencement of the then-expiring Term Rate Period) shall be subject to the provisions of Section 4.03(g) in connection with such failed conversion.

(n) Clause (v) of Section 4.01(a) of the Original Order is hereby deleted in its entirety and replaced with the following:

(v) For the avoidance of doubt, Owners of Bonds bearing interest at (1) an Initial Rate, (2) a Stepped Rate, or (3) a Term Rate (for which there is not a Liquidity Facility then in effect) may not elect to have their Bonds (or portions thereof) tendered for purchase.

(o) The heading of Section 4.03 of the Original Order and Section 4.03(a) of the Original Order are hereby deleted in their entirety and replaced with the following:

Section 4.03. Mandatory Tender Upon Variable Rate Conversion or Flexible Rate Conversion; Conversion from Term Rate Period with No Liquidity Facility.

(a) Conversions to Variable Rate Periods. While a Bank is obligated to purchase Bonds pursuant to a Liquidity Facility, each such Bond to be converted from any Variable Rate Period to a different Variable Rate Period (including from a Term Rate Period to a new Term Rate Period of the same or a different duration as the then-expiring Term Rate Period) pursuant to Section 3.02(g) or from a Flexible Rate Period to a Variable Rate Period pursuant to Section 3.02(h) are subject to mandatory tender for purchase on the applicable Variable Rate Conversion Date at the Purchase Price. The Owners of such Bonds shall not have the right to elect to retain such Bonds.

(p) Section 4.03(g) of the Original Order is hereby deleted in its entirety and replaced with the following:

(g) Conversion from Term Rate Period with No Liquidity Facility. As set forth in Section 3.02(f)(v), while the Bonds bear interest at a Term Rate, the District shall use its best efforts to take all such actions required by this Order to be performed by the District to cause such Bonds to be converted to a different Rate Period (including to a Term Rate Period of the same or a different duration as the then-expiring Term Rate Period) on the first Business Day immediately following the last day of the then-expiring Term Rate Period. If the conversion of Bonds relates to a conversion from a Term Rate Period to a different Rate Period (including from a Term Rate Period to a new Term Rate Period of the same or a different duration as the then-expiring Term Rate Period), and there then exists no Liquidity Facility relating to such Bonds (and there was no

Liquidity Facility in effect for such Bonds upon the commencement of the then-expiring Term Rate Period), then such Bonds shall be subject to mandatory tender for purchase on the Conversion Date without right of retention by the Owners at the Purchase Price. The provisions of Section 4.01(d) shall apply to such mandatory tenders pursuant to this Section 4.03(g). In the event that all of such Bonds (of a particular series or subseries) subject to such mandatory tender are not converted into one or more Rate Periods and remarketed to new purchasers on the Conversion Date, the District shall have no obligation to purchase any of the Bonds tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under this Order or such Bonds, the mandatory tender will be deemed to have been rescinded for that date with respect to all of such Bonds, and such Bonds (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of such Bonds, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption on any date during the Stepped Rate Period or mandatory tender for purchase at the Purchase Price on any date during the Stepped Rate Period upon which a conversion occurs (which, in either event and notwithstanding any provisions of this Order to the contrary, shall occur at the District's discretion upon delivery of at least one day's notice to the Owners thereof), and (v) will be deemed to continue in a Term Rate Period for all other purposes of this Order (including the identification of the Interest Payment Dates until the Bonds are remarketed or redeemed), though bearing interest during such time at the Stepped Rate until remarketed or redeemed in accordance with the terms of this Order. In the event of a failed conversion and remarketing as described above, the District will use its best efforts to cause such Bonds to be converted and remarketed on the earliest reasonably practicable date on which such Bonds can be remarketed at par plus accrued interest, in such Rate Period or Rate Periods as the District directs, at a rate not exceeding the Maximum Rate. The provisions of Sections 4.03(d), 4.03(e), 4.04(b) and 4.04(c) of this Order, as applicable, also shall apply to and govern the mandatory tender of Bonds described in this subsection (g) to the extent such provisions are not in conflict with this Section 4.03(g).

(q) Section 4.04(a) of the Original Order is hereby deleted in its entirety and replaced with the following:

(a) Mandatory Tender Upon Conversion. While the Bank is obligated to purchase Bonds pursuant to a Liquidity Facility, any such Bond to be converted to a Fixed Rate pursuant to Section 3.04 shall be subject to mandatory tender for purchase on the Fixed Rate Conversion Date at the Purchase Price. The Owners of such Bonds shall not have the right to elect to retain their Bonds. Any Bond in a Term Rate Period (for which no Liquidity Facility is then in effect and there was no Liquidity Facility in effect for such Bonds upon commencement of the then-expiring Term Rate

Period) to be converted to a Fixed Rate pursuant to Section 3.04 is subject to mandatory tender for purchase on the Fixed Rate Conversion Date in accordance with the provisions of Section 4.03(g).

(r) Section 5.02(e) of the Original Order is hereby deleted in its entirety and replaced with the following:

(e) Subject to Section 5.07(c), on or prior to the date established for optional redemption of any Bonds or Purchased Bonds, the District shall have deposited an amount sufficient to pay the redemption price of the Bonds to be redeemed with the Paying Agent/Registrar. Such money shall be held by the Paying Agent/Registrar or invested in Government Securities having maturities which coincide with the redemption date, all in accordance with applicable law.

(s) Section 5.02 of the Original Order is hereby amended by inserting the following new subsection (f) after subsection (e) thereof:

(f) In addition to the foregoing and notwithstanding the notice provisions of Section 5.07 hereof, the District, at its option, may purchase for cancellation or redeem any Bond subject to mandatory tender on any mandatory tender date therefor without notice to any Owner, at a price equal to the principal amount thereof plus any accrued and unpaid interest.

#### **ARTICLE IV MISCELLANEOUS**

Section 4.01. Benefits of Order. Nothing in this Amending Order, expressed or implied, is intended or shall be construed to confer upon any person other than the District, the Paying Agent/Registrar, Tender Agent, Bond Counsel, Financial Advisors, the Underwriters, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Amending Order or any provision hereof, this Amending Order and all its provisions being intended to be and being for the sole and exclusive benefit of the District, the Paying Agent/Registrar, Tender Agent, Bond Counsel, Financial Advisors, the Underwriters, and the Holders.

Section 4.02. Governing Law. This Amending Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 4.03. Severability. If any provision of this Amending Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Amending Order and the application thereof to other persons or circumstances shall nevertheless be valid, and the Board hereby declares that this Amending Order would have been enacted without such invalid provision.

Section 4.04. Public Meeting. It is officially found, determined, and declared that the meeting at which this Amending Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including

this Amending Order, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 4.05. Incorporation of Preamble Recitals. The recitals contained in the preamble to this Amending Order are hereby found to be true, and such recitals are hereby made a part of this Amending Order for all purposes and are adopted as a part of the judgment and findings of the Board.

Section 4.06. No Recourse Against District Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Amending Order against any official of the District or any person executing any Bond.

Section 4.07. Notation on or Exchange of Bonds. In accordance with Section 14.04 of the Original Order, the Pricing Officer and the Paying Agent/Registrar are hereby authorized and directed to place an appropriate notation on the Bonds, at the time or times deemed appropriate by the Pricing Officer and the Paying Agent/Registrar, regarding the changed terms effected by the terms of this Amending Order. Alternatively, if the Pricing Officer and the Paying Agent/Registrar so determine, the Pricing Officer will issue, and the Paying Agent/Registrar will authenticate, new Bonds in exchange therefor that reflect such changed terms at the time or times deemed appropriate by the Pricing Officer and the Paying Agent/Registrar.

Section 4.08. Notices. In accordance with Section 14.05 of the Original Order, the Paying Agent/Registrar shall cause notice of the execution of this Amending Order to be mailed to the Owners. In accordance with Section 13.02 of the Original Order, the Pricing Officer shall provide or cause to be provided notice to the MSRB regarding the changes to the terms of the Bonds effected by this Amending Order, to the extent required by such Section. In accordance with Section 16.02 of the Original Order, the Paying Agent/Registrar is hereby directed to provide notice to the Rating Agencies of the changes to the Original Order made by this Amending Order.

Section 4.09. Further Procedures. The Pricing Officer and all other employees and officers of the District are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the District all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of the Original Order (as amended by this Amending Order), the conversion and remarketing of the Bonds, the Paying Agent/Registrar Agreement, the Remarketing Agreement, the Tender Agent Agreement, and the Remarketing Memorandum. In addition, prior to the conversion and remarketing of the Bonds, any Pricing Officer and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Amending Order or to any of the instruments authorized and approved by this Amending Order necessary in order to correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Amending Order and as described in the Remarketing Memorandum. In case any officer of the District whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 4.10. Effective Date. This Amending Order shall be in full force and effect from and upon its adoption; provided, however, that as set forth therein, Section 3.01 of this Amending Order shall become effective with respect to the Bonds, on the Conversion Date that the Bonds are converted from the Initial Rate Period to a new Rate Period (other than the Stepped Rate Period) in accordance with the terms of the Original Order, as it may be amended or supplemented from time to time in accordance with the terms thereof.

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PASSED, APPROVED AND EFFECTIVE on May 19, 2016.

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Secretary, Board of Trustees  
Lamar Consolidated Independent  
School District

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President, Board of Trustees  
Lamar Consolidated Independent  
School District

[SEAL]



**CONSIDER APPROVAL OF DONATIONS TO THE DISTRICT**

**RECOMMEDATION:**

That the Board of Trustees approve 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 \$2,500.

**PROGRAM DESCRIPTION:**

Adolphus Elementary PTO donated \$56,766 to purchase two sun ports to cover the existing concrete slab/basketball area and play structures at Adolphus Elementary School.

Frost PTO donated \$3,000 for teacher appreciation and Surf's Up cake auction at Frost Elementary School.

Hutchison Elementary PTA donated \$9,150 to be used for technology in the library and to pay for the Leader In Me sustainment core fee at Hutchison Elementary School.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF FACILITY PROGRAM AND AUTHORIZE DESIGN TO  
BEGIN FOR PRACTICE POOLS AT FOSTER HIGH SCHOOL, GEORGE RANCH  
HIGH SCHOOL AND FULSHEAR HIGH SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve the facility program and authorize design to begin for the practice pools at Foster High School, George Ranch High School and Fulshear High School.

**IMPACT/RATIONAL:**

On November 4, 2014, the voters of Lamar CISD passed a bond referendum that included the practice pool facilities at Foster High School, George Ranch High School and Fulshear High School.

**PROGRAM DESCRIPTION:**

The building committee has worked to evaluate the activities that would be served by the practice pools including swim practice, swim meets with up to two teams, and the fourth grade swim program. These pools will supplement the activities that are currently being held at the District Natatorium.

PBK Architects, Inc. will be presenting the program of spaces for the practice pool facilities, preliminary site plan at each high school, a preliminary floor plan and a pool cross section for the facilities to be planned at Foster High School, George Ranch High School and Fulshear High School.

Upon approval of the program, the schematic design phase will begin. Program document booklets will be provided under separate cover.

Submitted By:       Kevin McKeever, Administrator for Operations  
                          Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF MATERIALS TESTING  
FOR LINDSEY ELEMENTARY SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve Terracon, Inc. for materials testing for Lindsey Elementary School in the amount of \$66,000 and authorize the Board President to execute the agreement.

**IMPACT/RATIONAL:**

Materials testing is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

**PROGRAM DESCRIPTION:**

Materials testing services will generate reports and verify that materials are installed correctly as per specifications. These reports are crucial in the installation and quality of the Kathleen Joerger Lindsey Elementary School.

Submitted By: Kevin McKeever, Administrator for Operations  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent



May 4, 2016

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

Subject: Proposal for Construction Materials Testing  
Services LCISD Lindsey Elementary  
Terracon Proposal No. P92161208

Dear Mr. McKeever:

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

#### **A) PROJECT INFORMATION**

The site is located at the intersection of Joan Collier Trace and South Firethorne Road in Fort Bend County, Texas. The project involves the construction of a single-story elementary school facility (approximately 90,000 sf). The building foundation will consist of a structural slab-on-grade. The building superstructure will consist of structural steel framing and CMU walls.

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

At the request of Mr. Mike Woods with Vanir-Rice Gardner, Terracon was requested to base the proposed materials testing estimate on the details of LCISD Bentley Elementary.

Terracon requests that all plans and specifications including current revisions be provided when ready.

#### **B) SCOPE OF SERVICES**

Terracon prepared the following scope of services based on our review and understanding of the project documents for LCISD Bentley Elementary.

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

Geotechnical



Environmental



Construction Materials



Facilities

**Earthwork Observations and Testing:**

1. Sample fill, building subgrade, trench backfill and treated subgrade materials. Prepare and test the samples for Atterberg Limits (ASTM D4318) and Moisture Density Relationship (ASTM D 698 and ASTM D558).
2. Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory (ASTM D1633). Samples will be tested as needed during utility construction.
3. Evaluate the subgrade soil for proposed chemically treated paving subgrade.
4. Observe the chemical treatment process for the pavement subgrade.
5. Perform field gradation tests of treated subgrade.
6. Observe proofrolling operations of the building pad and paving subgrades; and perform density tests of the building subgrade, select fill, trench backfill (when proper safety measures are implemented by the contractor and in -place), and treated subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

**Foundation Observations and Testing:**

1. Observe the installation of the drilled pier foundations. For each pier observed, information regarding shaft depth, auger diameter, and chained belling tool diameter will be documented. The chained belling tool diameter will be measured when extended above ground for each bell size.
2. Obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the bearing stratum in order to document the approximate shear strength of the soil.
3. The reinforcing steel and anchor bolts will be observed and the concrete cover, quantity, size, length, and depth of embedment of the steel will be recorded.
4. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39, and C31).

**Reinforcing Steel Observation and Testing:**

1. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. Terracon recommends we be scheduled a minimum of 24 hours prior to concrete placement.

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

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

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

1. Observe and document the condition of storage areas for masonry materials.
2. Observe and document the mixing proportions of mortar and grout used during construction.
3. Observe the reinforcing steel in CMU walls and bond beams.
4. Sample the fresh mortar during laboratory mixing and cast mortar cubes or cylinders for compression tests.
5. Sample the fresh grout during construction and cast grout prisms (ASTM C1019) for compressive strength tests.

**Structural Steel Observations and Testing:**

1. Terracon recommends that the general contractor schedule a pre-erection meeting to discuss the erection sequence, review welding and bolting requirements and to review welder certification records.
2. Provide a Certified Welding Inspector (CWI) in the field to visually check accessible field bolted/welded connections in accordance with applicable AISC and AWS specifications.
3. Perform visual inspections of roof metal decking for placement including overlap, fastener spacing, supports at openings and penetrations, and puddle welds pattern, size and quality.

**Fireproofing Observations and Testing:**

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

**Lightweight Insulating Roof Fill Monitoring and Testing:**

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

**Project Management/ Administration:**

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

**Special Inspections Letter:**

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

**Scheduling Retests:**

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

**Additional Services:**

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

**C) REPORTING**

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

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

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



**services and schedule us accordingly. Please note that the number of tests and trips described in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project.**

**D) COMPENSATION**

Based on the project information available for our review, we propose a budgetary cost estimate of \$66,000. Once a construction schedule is available, Terracon can provide a detailed cost estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services.

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

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

**E) SITE ACCESS AND SAFETY**

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



**F) TESTING AND OBSERVATION**

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

**G) AUTHORIZATION**

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

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

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

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

Alfonso Hernandez, P.E.  
Construction Services Manager

**Attachment:**

- (1) Agreement for Services
- (2) Schedule of Services and Fees

**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 Elementary School project ("Project"), as described in the Project Information section of Consultant's Proposal dated 05/04/2016 ("Proposal") 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 Scope of Services section of the Proposal ("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 Compensation section of the Proposal 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. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
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. 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 agrees to the level or amount of testing performed and the associated risk. 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.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (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 Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. 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. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**  
 By: *Mark D Wells* Date: **5/4/2016**  
 Name/Title: **Mark D Wells / Senior Project Materials Engineer**  
 Address: **11555 Clay Rd Ste 100 Houston, TX 77043-1239**  
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**  
 Email: **Mark.Wells@terracon.com**

Client: **Lamar Consolidated ISD**  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name/Title: **Kathryn Kaminski / Board President**  
 Address: **3911 Avenue I Rosenberg, TX 77471**  
 Phone: **(281) 341-3122** Fax: **(281) 341-3129**  
 Email: **mckeever@lcsid.org**

Reference Number: P92161208

2015  
**SCHEDULE OF SERVICES AND FEES**  
**CONSTRUCTION MATERIALS ENGINEERING**

**Personnel**

Principal, per hour .....	\$ 140.00
Registered Roofing Consultant (RRC), per hour.....	\$ 135.00
Project Manager, per hour .....	\$ 125.00
Certified Welding Inspector (CWI), Environmental Technician II, per hour.....	\$ 95.00
Roofing Inspector, NDE Technician (Level I), Environmental Technician I, per hour .....	\$ 85.00
Senior Engineering Technician, per hour .....	\$ 65.00
Engineering Technician, per hour.....	\$ 46.00
CAD Operator, per hour .....	\$ 55.00
Word Processor, per hour .....	\$ 45.00

**Transportation**

Vehicle Charge (local, within Harris County), per trip .....	\$ 60.00
Mileage (outside Harris County), per mile .....	\$ 0.65
Per Diem, lodging and food, per day .....	\$ 120.00

**Reimbursable Expenses**

Direct non-salary expenses incurred, identifiable and not applicable to general overhead are billed at cost plus 20 percent for handling and include, but are not limited to the following:

Travel, long distance calls, express charges, legal and accounting fees, computer time and programming costs, external consultants, word processing, CADD, printing and binding reports, blueprinting, photocopying, printing, photographs, environmental analytical and drilling fees, etc.

**Remarks:**

A four (4) hour minimum charge for personnel and equipment is applicable to all trips made for the performance of testing, inspection or consulting services. The minimum charge is not applicable for trips to the project site for sample pick up only. All labor, equipment and transportation charges are billed on a portal to portal basis from our office.

Overtime rates of 1.5 times the quoted hourly rate will be applicable to any hours worked outside of our normal office hours of 7:00 AM to 6:00 PM Monday through Friday, and any hours worked on weekends, Terracon holidays or over eight (8) hours per day.

Expert testimony in depositions, hearings, mediation, and trials will be charged at 1.5 times the above rates.

Our prices include up to five (5) copies of the report distributed and mailed in accordance with your instructions. Additional copies mailed at \$0.45 per page plus hourly charge.

2015  
**SCHEDULE OF SERVICES AND FEES**  
**CONSTRUCTION MATERIALS ENGINEERING**

**Concrete Mix Verifications**

Regular aggregates, each .....	\$ 250.00
Lightweight aggregates, each.....	\$ 300.00
Additional design, same aggregate sample, each .....	\$ 200.00
Review mix design submitted by others, each.....	\$ 175.00
Batch and confirmation of others mix design (Min 4 mixes w/ 6 cylinders per mix), each...	\$ 350.00
Design confirmation cylinder test (ASTM C-39), each.....	\$ 16.00
Design confirmation beam test (ASTM C-293 or C-78), each.....	\$ 50.00

**Concrete Tests**

Cylinder compression test (ASTM C-39), each .....	\$ 16.00
Beam flexural test (ASTM C-293 or C-78), each .....	\$ 50.00
Cube/prism compression test (ASTM C-109), each.....	\$ 25.00
Lightweight insulating concrete compression test, 3" x 6" cylinders (ASTM C-495), each .....	\$ 35.00
Windsor probes, per set of 3 (Technician time charged separately) (ASTM C-305) .....	\$ 100.00
Length change of hardened hydraulic cement mortar of concrete (ASTM C-157), set of 3.....	\$ 250.00
Equilibrium Density of Structural Lightweight Concrete (ASTM C-567), each.....	\$ 50.00
Oven Dry Density of Structural Lightweight Concrete (ASTM C-567), each .....	\$ 35.00
Density of Hardened Concrete (ASTM C-642), each.....	\$ 75.00
Determining $F_F$ Floor Flatness and $F_L$ Floor Levelness Numbers for Random Traffic Floors (ASTM E-1155) (includes labor, equipment, & vehicle), 4 Hr. Minimum, per hour .....	\$ 150.00
Hilti® Ferroskan (includes labor, equipment, & vehicle), 4 Hr. Minimum, per hour.....	\$ 150.00
Hilti® GPR (includes labor, equipment, & vehicle), 4 Hr. Minimum, per hour.....	\$ 200.00

**Masonry Tests**

Cement mortar mix verification (ASTM C-305), each .....	\$ 150.00
Compressive strength CMU block (ASTM C-140), each .....	\$ 100.00
CMU block absorption only (ASTM C-140), each .....	\$ 75.00
Compressive strength masonry prism (ASTM C-1314) CMU prism up to 8 (in.) width, Hollow Cells, each .....	\$ 100.00
CMU prism up to 8 (in.) width, Grout Filled Cells, each.....	\$ 150.00
Brick prism up to 4 (in.) width, each.....	\$ 100.00
Compressive strength of masonry cube/cylinder (ASTM C-109), each.....	\$ 25.00
Compressive strength of grout prism (ASTM C-1019), each.....	\$ 50.00

**2015**  
**SCHEDULE OF SERVICES AND FEES**  
**CONSTRUCTION MATERIALS ENGINEERING**

**Aggregate Tests**

Sieve analysis, dry (ASTM C-136), each .....	\$ 65.00
Sieve analysis (ASTM C-117), each .....	\$ 65.00
Sieve analysis w/ -200 (ASTM C-136 & C-117), each .....	\$ 80.00
Unit weight (ASTM C-29), each .....	\$ 30.00
Specific gravity/absorption (ASTM C-127 or C-128), each.....	\$ 50.00
Organic impurities (ASTM C-40), each .....	\$ 40.00
L.A. abrasion (ASTM C-131 or C-535), each .....	\$ 200.00
Sulfate soundness, 5 cycles (ASTM C-88), each .....	\$ 320.00
Additional cycles, each .....	\$ 175.00
Sample prep if uncrushed.....	\$ 25.00
Sand Equivalent (ASTM D-2419), each.....	\$ 100.00
Deleterious Material, each.....	\$ 80.00
Percent Flat / Elongated Particles (ASTM D-4791), each.....	\$ 50.00
Percent Fractures Faces (ASTM D-4791), each .....	\$ 50.00

**Soils Laboratory Tests**

**Classification**

Moisture Content and visual classification, each .....	\$ 12.00
Atterberg limits (ASTM D-4318 Method A), each .....	\$ 65.00
Percent Passing No. 200 Sieve (ASTM D-1140), each.....	\$ 60.00
Sieve Analysis, each .....	\$ 60.00
Grain Size Analysis (Sieve), each .....	\$ 50.00
Hydrometer Analysis, each.....	\$ 125.00
Density, each.....	\$ 15.00

**Compaction**

**Optimum moisture / maximum density relations (proctors)**

ASTM D-698, method A & B, each .....	\$ 165.00
ASTM D-698, method C, each .....	\$ 175.00
ASTM D-1557, method A & B, each .....	\$ 200.00
ASTM D-1557, method C, each .....	\$ 225.00
TXDOT 113E, each .....	\$ 225.00
TXDOT 114E, Part I, each.....	\$ 175.00
TXDOT 114E, Part II, each .....	\$ 225.00
Relative density (ASTM D-4254), each.....	By Quotation
Sample preparation (if required), each.....	By Quotation

2015  
**SCHEDULE OF SERVICES AND FEES**  
**CONSTRUCTION MATERIALS ENGINEERING**

**Strength**

TXDOT wet ball mill value (TEX 116E), each.....	\$ 230.00
TXDOT triaxial series (TEX 117E), each.....	\$1500.00
California Bearing Ratio (CBR) (ASTM D-1883), each.....	\$ 450.00
Compressive Strength Tests including molding	
Fine grained soils (ASTM D-1633, Method A), each.....	\$ 85.00
Base material (TEX 120E), each.....	\$ 100.00

**Stabilization Evaluation**

Soil - Lime curve, 5 point PI vs. Lime content, each .....	\$ 300.00
Cement content (ASTM D-806), each.....	\$ 300.00
Soil pH Value, each.....	\$ 40.00
Fresh cement content (ASTM D-2901), each.....	\$ 85.00
Fresh cement content 3 point curve (ASTM D-2901), each.....	\$ 400.00
Compressive Strength of Cement Stabilized Sample (ASTM D-1633, Method A), each .....	\$ 60.00

**Soils Field Services**

Technician time will be charged at the appropriate hourly rate plus:

Nuclear density gauge, per trip .....	\$ 60.00
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**Coring Services**

Core drilling, minimum charge per trip, local, each.....	\$ 300.00
Concrete pavement cores, 4" diameter up to 6" depth or less, each .....	\$ 100.00
Concrete coring, additional thickness greater than 6" depth, per inch .....	\$ 10.00
Testing concrete cores (includes: length, sawing, capping and compressing testing), each...\$	100.00
Asphalt pavement cores 4" diameter up to 6" depth or less, each .....	\$ 65.00
Asphalt coring, additional thickness greater than 6" depth, per inch .....	\$ 8.00
Standby time in clients interest, machine and operator, per hour.....	\$ 75.00
Structural Concrete Coring.....	By Quotation

**Asphaltic Concrete Services**

Molding specimens (TEX 206F), set of 3 .....	\$ 75.00
Bulk specific gravity of lab molded specimens, set of 3 .....	\$ 65.00
Bulk specific gravity of core specimen (TEX 207F), each.....	\$ 65.00
Maximum theoretical density (ASTM D-2041 or TEX 227F), each.....	\$ 120.00
Hveem stability (ASTM D-1560 or TEX 208F), set of 3 .....	\$ 80.00
Extraction (ASTM D-2172 or TEX 210F), each.....	\$ 210.00
Asphalt Content and Gradation (Ignition Oven Method), each.....	\$ 210.00
HMAC Mix Design (TEX 204F), each .....	\$1,400.00
HMAC Mix Design review prepared by others, each .....	\$ 250.00



**2015**  
**SCHEDULE OF SERVICES AND FEES**  
**CONSTRUCTION MATERIALS ENGINEERING**

**NDE Field Services**

Technician time will be charged at the appropriate hourly rate plus:

Ultrasonic gauge, per day .....	\$ 100.00
MT/LP consumables, per day .....	\$ 100.00
Minimum trip charge, personnel and equipment .....	\$ 460.00
Torque Wrench, per hour .....	\$ 50.00
Skidmore Wilhelm, per day .....	\$ 100.00
Paint thickness gauge, per day .....	\$ 50.00

**Sprayed Applied Fireproofing Materials**

Density by Displacement Method (ASTM E-605), each .....	\$ 30.00
Adhesion / Cohesion (ASTM E-736), each .....	\$ 25.00

**Roofing Materials**

Dissection Analysis of built-up roof cuts (ASTM D-2829, D-3617), with aggregate .....	\$ 350.00
Dissection Analysis of built-up roof cuts (ASTM D-2829, D-3617), without aggregate .....	\$ 350.00
Moisture content of roofing aggregate (ASTM D-1864) .....	\$ 50.00
Hardness of roofing aggregate (ASTM D-1865) .....	\$ 120.00

**Remarks**

Tests not listed can be quoted on request.

Rush test results are subject to a surcharge.

Engineering consultation and evaluation in connection with any laboratory testing service will be charged at the appropriate rate.

Materials samples should be submitted in a form that complies with applicable requirements.

Prices quoted for concrete coring are for paving and flat work. Charges for coring structural concrete can be quoted on request.

Special supplies, permits, equipment, associated drilling, sampling, field testing, on site facilities, grading contractors, water trucks, bulldozers, security forces, surveyors or other support services will be billed at cost plus 20 percent.

All rented equipment and outside services not identified in the fee schedule will be billed at cost plus 20 percent for handling.

**CONSIDER APPROVAL OF PIPE REPAIRS  
FOR PINK ELEMENTARY SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve Phil's Plumbing for the pipe repairs at Pink Elementary School in the amount of \$290,368 and authorize the Board President to execute the agreement.

**IMPACT/RATIONAL:**

The pipe repairs are recommended by the engineers and must be contracted directly. These funds were allocated within the 2014 Bond Budget. Phil's Plumbing is a current vendor for Lamar CISD Bid Reference: RFP 38-2013.

**PROGRAM DESCRIPTION:**

Pink Elementary has had significant ground movement due to moisture sensitive soils. Inspection of the underground storm and sanitary pipes has revealed deterioration of many pipe sections and replacement is required to control the ground moisture. This work will replace the bad sections of pipe and allow the soil to begin to dry and help reduce the building movement.

Submitted By: Kevin McKeever, Administrator for Operations  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent

Grudziecki Plumbing Co., Inc.  
 Phil's Plumbing Co.  
 9507 Church St.  
 Needville, Tx 77461

# Estimate

Date	Estimate #
5/11/2016	733

Name / Address
Lamar Cisd 3911 Ave I Rosenberg, Tx 77471

Job Address/ Workorder
Pink Elementary 1001 Collins Rd. Richmond, Tx 77469

Office (979) 793-4146		E-mail
Fax (979) 793-3252	<a href="http://www.philsplumbing-tx.com">www.philsplumbing-tx.com</a>	<a href="mailto:philsplumbing@consolidated.net">philsplumbing@consolidated.net</a>

Description	Qty	Cost	Total
Area C under slab sanitary sewer replacement - Estimated job cost to sawcut approximately a 4'x 6' area to remove the slab to allow access for tunneling. Estimate includes tunneling to access approximately 213' of sanitary sewerline underneath the slab. Includes tunneling and removal of soil and properly dispose of excess soil off site. The existing cast iron sanitary sewer line will be replaced with schedule 40 pvc pipe and fittings and supported under the slab using drilled inserts and clevis hangers at 4' on center maximum and to connect new sewer line to existing laterals, also to video and inspect laterals to determine condition before connecting and to reconnect existing piping at this point. Estimate includes properly backfilling of soil and replacement of concrete and rebar to match existing. All plumbing work performed will be up to State and Local Codes.		99,061.00	99,061.00
Area B Under slab storm replacement - Estimated job cost sawcut approximately a 4'x 6' area to remove the slab to allow access for tunneling. Estimate includes tunneling to access approximately 160' of storm drains underneath the slab. Includes tunneling and removal of soil and properly dispose of excess soil off site. The existing cast iron storm drain will be replaced with schedule 40 pvc pipe and fittings and supported under the slab using drilled inserts and clevis hangers at 4' on center maximum and to connect the new storm drain lines to existing laterals, also to video and inspect laterals to determine condition before connecting and to reconnect existing piping at this point. Estimate includes properly backfilling of soil and replacement of concrete and rebar to match existing. All plumbing work performed will be up to State and Local Codes.		80,560.00	80,560.00

We appreciate the opportunity to submit this estimate. Please call should you have any questions.		<b>Subtotal</b>
Family owned and operated	All Plumbing work performed by Phil's Plumbing Co. will be up to State and Local Codes	<b>Sales Tax ( )</b>
M-17814		<b>Total</b>
Texas State Board of Plumbing Examiners 929 East 41st. Street Austin, Texas 78765-4200 512-936-5200	Phil's Plumbing Co. is insured for your protection	

Grudziecki Plumbing Co., Inc.  
 Phil's Plumbing Co.  
 9507 Church St.  
 Needville, Tx 77461

# Estimate

Date	Estimate #
5/11/2016	733

Name / Address
Lamar Cisd 3911 Ave I Rosenberg, Tx 77471

Job Address/ Workorder
Pink Elementary 1001 Collins Rd. Richmond, Tx 77469

Office (979) 793-4146		E-mail
Fax (979) 793-3252	<a href="http://www.philsplumbing-tx.com">www.philsplumbing-tx.com</a>	<a href="mailto:philsplumbing@consolidated.net">philsplumbing@consolidated.net</a>

Description	Qty	Cost	Total
Area D Under slab storm replacement - Estimated job cost sawcut approximately a 4'x 6' area to remove the slab to allow access for tunneling. Estimate includes tunneling to access approximately 173' of storm drains underneath the slab. Includes tunneling and removal of soil and properly dispose of excess soil off site. The existing cast iron storm drain will be replaced with schedule 40 pvc pipe and fittings and supported under the slab using drilled inserts and clevis hangers at 4' on center maximum and to connect the new storm drain lines to existing laterals, also to video and inspect laterals to determine condition before connecting and to reconnect existing piping at this point. Estimate includes properly backfilling of soil and replacement of concrete and rebar to match existing. All plumbing work performed will be up to State and Local Codes.		85,747.00	85,747.00
Allowances: Contractor shall include the amount indicated below in his Base Proposal as a contingency to cover the cost of hidden, concealed or otherwise unforeseen conditions which develop during completion of the work. Contractor shall be allowed to recover all cost associated with the completion of work under this contingency, however, no overhead or profit will be allowed.		25,000.00	25,000.00

We appreciate the opportunity to submit this estimate. Please call should you have any questions.		<b>Subtotal</b>	\$290,368.00
Family owned and operated	All Plumbing work performed by Phil's Plumbing Co. will be up to State and Local Codes	<b>Sales Tax ( )</b>	\$0.00
M-17814		<b>Total</b>	\$290,368.00
Texas State Board of Plumbing Examiners 929 East 41st. Street Austin, Texas 78765-4200 512-936-5200	Phil's Plumbing Co. is insured for your protection		

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT  
FOR THE HUGGINS ELEMENTARY SCHOOL DRIVEWAY IMPROVEMENTS**

**RECOMMENDATION:**

That the Board of Trustees approve the design development for the Huggins Elementary School driveway improvements, as presented by VLK Architects.

**IMPACT/RATIONAL:**

The Huggins Elementary School driveway improvements will be funded from surplus funds from the 2011 Bond Program.

**PROGRAM DESCRIPTION:**

VLK Architects will be presenting the design development for the Huggins Elementary School driveway improvements. This work will add visitor parking and will add parent pick-up and drop-off lanes at the school site. The design development booklets will be under separate cover. Upon approval, the construction documents phase will begin.

Submitted By: Kevin McKeever, Administrator for Operations  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF TRAFFIC STUDY  
FOR HUGGINS ELEMENTARY SCHOOL DRIVEWAY IMPROVEMENTS**

**RECOMMENDATION:**

That the Board of Trustees approve Traffic Engineers, Inc. for the traffic study for the Huggins Elementary School driveway improvements in the amount of \$10,000 and authorize the Board President to execute the agreement.

**IMPACT/RATIONAL:**

The traffic engineering study is a professional service that the District must contract directly. The funding for this will come from surplus funds from the 2011 Bond Program.

**PROGRAM DESCRIPTION:**

The traffic engineering study will generate reports that provide traffic flow patterns the architect needs to complete the construction specifications. These reports are crucial in the design and construction of the Huggins Elementary School driveway improvements.

Submitted By: Kevin McKeever, Administrator for Operations  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent

# ***TRAFFIC ENGINEERS, INC.***

INNOVATIVE TRANSPORTATION SOLUTIONS

801 Congress Avenue  
Suite 325  
Houston, TX 77002

Voice (713) 270-8145  
Fax (713) 270-8148  
www.trafficengineers.com

May 4, 2016

Rod Sias  
Construction Manager  
Vanir/Rice Gardner  
4907 Avenue I  
Rosenberg, Texas 77471

Re: Proposal for Traffic Study for Lamar Consolidated Independent School District Huggins Elementary School

Dear Mr. Sias:

This letter constitutes our proposal to conduct a Traffic Study for Lamar Consolidated Independent School District (LCISD) Huggins Elementary School on Huggins Drive, west of Katy Fulshear Road.

## ***Scope of Services***

### **Task 1 – Data Collection**

The following information will be provided by LCISD for Ultimate Enrollment at Huggins Elementary School:

- Arrival and dismissal times
- Number of students
- Number of staff
- Number of buses
- Daycare van riders - Number of daycare vans
- Approximate attendance zone

An electronic site plan (in CAD/Microstation format) of the school will be provided by VLK Architects.

A site visit will be conducted to document existing conditions at the site. Traffic Engineers, Inc. will observe arrival and dismissal at the existing school to determine the total number of parent vehicles currently dropping off and picking up students, as well as the maximum queue of parent vehicles. This information will be used to determine the amount of on-site stacking needed at Huggins Elementary School with proposed improvements.

Traffic Engineers Inc. will conduct Traffic Movement Counts (TMC) at the intersection of Katy-Fulshear Road at Huggins Drive during the school peak hours.

### **Task 2 – Trip Generation and Distribution**

Site-generated traffic volumes will be estimated for Ultimate Enrollment by using information from LCISD and the data collected by Traffic Engineers, Inc.

The Ultimate Enrollment projected traffic volumes will be distributed to the following intersections:

- Katy-Fulshear Road at Huggins Drive
- Katy-Fulshear Road at New Parent Drop-off/Pick-up Driveway Entrance
- Huggins Drive at Bus/Staff Driveways
- Huggins Drive at New Parent Drop-off/Pick-up Driveway Exit
- Huggins Drive at Visitor/Staff Driveway
- Huggins Drive at Staff Driveway

**Task 3 – Traffic Impact Analysis**

The impact of the school-generated traffic on Katy-Fulshear Road and Huggins Drive will be evaluated with respect to the adequacy of on-site stacking for parent vehicles and buses.

Traffic Engineers, Inc. will analyze on-site circulations during arrival/dismissal and recommend temporary driveway closing and/or cone block strategies to improve the traffic operations.

A School Speed Zone and associated signing will be proposed on Katy-Fulshear Road adjacent to the proposed driveway. Traffic Engineers, Inc. will also evaluate additional traffic mitigation alternatives as necessary.

**Task 4 – Coordination with City of Fulshear**

Traffic Engineers, Inc. will coordinate with City of Fulshear regarding the recommended traffic operation improvements.

**Task 5 – Study Findings**

A report will be prepared documenting our findings and recommendations.

In order to conduct all field observations and traffic counts with school in session, Traffic Engineers, Inc. will execute the Traffic Study immediately upon the submittal of this proposal with a Notice-To-Proceed (NTP, could be in email format) from Vanir/Rice Gardner. With the NTP, Traffic Engineers, Inc. will complete and submit the report to Vanir/Rice Gardner by June 1<sup>st</sup>, 2016.

**Compensation**

Based on our estimate of hours required to complete this project, it is proposed that we be compensated \$10,000.00 on a lump sum basis.

Please contact me at (713) 992-4792, if you have any questions regarding this proposal.

Sincerely,

Accepted by:



Shichen "Jessica" Jia, P.E.  
Senior Associate

\_\_\_\_\_  
Signature



\_\_\_\_\_  
Type or Printed Name and Title

Date \_\_\_\_\_

**CONSIDER APPROVAL OF GEOTECHNICAL STUDY  
FOR HUGGINS ELEMENTARY SCHOOL DRIVEWAY IMPROVEMENTS**

**RECOMMENDATION:**

That the Board of Trustees approve Terracon, Inc. for the geotechnical study for the Huggins Elementary School driveway improvements in the amount of \$3,650 and authorize the Board President to execute the agreement.

**IMPACT/RATIONAL:**

Geotechnical engineering services are a professional service that the District must contract directly. The funding for this will come from surplus funds from the 2011 Bond Program.

**PROGRAM DESCRIPTION:**

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports will be crucial in the design and construction of the Huggins Elementary School driveway improvements.

Submitted By: Kevin McKeever, Administrator for Operations  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent

April 27, 2016



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

Attn: Mr. Kevin McKeever  
Administrator of Operations

Re: Cost Estimate for Geotechnical Engineering Services  
Huggins Elementary Additions  
1 Huggins Drive  
Fulshear, Texas  
Terracon Document No. P92165249

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on qualifications to provide Geotechnical Engineering 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.

## 1.0 PROJECT INFORMATION

Item	Description
Site location	The project site is within the existing Huggins Elementary School campus located at 1 Huggins Drive in Fulshear, Texas.
Existing conditions	Based on available aerial photographs, the project site is occupied by an existing single-story school building and associated pavement areas.
Proposed improvements	<ul style="list-style-type: none"><li>■ A canopy structure adjacent to the south side of the existing building.</li><li>■ New light poles along the proposed driveway in the eastern portion of the site.</li><li>■ New parking and driveway areas located in the western, southern, and eastern portions of the site.</li></ul>
Canopy construction <sup>1</sup>	Metal-frame construction.
Canopy foundation system (assumed)	Drilled-and-underreamed footings or shallow spread footings.
Maximum structural loads (assumed)	<b>Column loads:</b> 25 to 50 kips.

<sup>1</sup>. Based on information provided by the client.

Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043 Registration No. F-3272  
P [713] 690 8989 F [713] 690 8787 terracon.com

If our understanding of the project is not accurate, please let us know so that we may adjust our scope of services and estimated cost, if necessary.

## **2.0 SCOPE OF SERVICES**

A brief summary of the services to be provided by Terracon is presented in the following paragraphs.

Field Program. The field program for this project is planned to consist of drilling three test borings to depths of 20 feet in the area of the proposed canopy structure and light poles, along with one test boring to depths of 5 feet in the proposed pavement areas. The total drilling footage is planned to be 65 feet.

The borings will be located in the field by measuring from the site boundaries and on-site features shown on the drawing provided to us. The layout of the borings will be approximate. The boring depths will be measured from existing grade.

The drilling services for this project will be performed by a drilling subcontractor or Terracon's in-house drillers. During drilling, soil samples will generally be collected utilizing either open-tube samplers or the Standard Penetration Test. Once the samples have been collected and classified in the field, they will be properly prepared and placed in appropriate sample containers for transport to our laboratory. The borings will be backfilled with soil cuttings upon completion of drilling.

We plan to use truck-mounted drilling equipment to access the boring locations. The scope of services stated herein assumes that the site can be accessed during normal business hours and does not include services associated with site clearing, surveying of boring locations, location of underground utilities, or use of special equipment for unusually soft or wet surface conditions. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and estimated fees, if necessary.

Terracon will notify Texas 811, a free utility locating service, to help locate public utilities within dedicated public utility easements. If underground utilities are known to exist within the site, Terracon should be notified so that we may review utility plans to help avoid the existing lines. Terracon cannot be responsible for damage to unmarked and/or unlocated utilities for which we are unaware or that are improperly located.

Laboratory Testing. The sample classifications will be reviewed and a laboratory testing program will be assigned which will be specific to the project requirements and the subsurface conditions observed. The testing program could include, but may not be limited to, moisture contents, unit dry weights, Atterberg Limits, compressive strength tests, and grain-size analyses.

Engineering Report. The results of our field and laboratory programs will be evaluated by a professional Geotechnical Engineer licensed in the State of Texas. Based on the results of our evaluation, an engineering report will be prepared which details the results of the testing performed and provides Boring Logs and a Boring Location Plan. The report will also provide Geotechnical Engineering recommendations which will address the following:

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

Schedule. We can initiate our field program within five to seven working days following authorization to proceed, if site access and weather conditions will permit. We anticipate completion of our services and submittal of our final report within about two to three weeks after completion of our field services. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements directly after we have completed our field and laboratory programs.

### **3.0 COMPENSATION**

For the scope of services outlined in this document, we estimate a cost of \$3,200. If the site is soft and/or wet at the time of our field program, the use of an all-terrain vehicle (ATV) drilling rig may be necessary to access the boring locations. If ATV drilling equipment is utilized to perform the field program, we estimate an additional cost of \$450. Therefore, the total cost for our scope of services would be \$3,650. The cost of our services will not exceed these figures without approval of the client.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Project Engineer billing rate of \$130 per hour will apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical study and will not be incurred without prior approval of the client.

### **4.0 AUTHORIZATION**

Environmental Considerations. In an effort to reduce the potential for cross-contamination of subsurface media and exposure of site workers to contaminants that might be present at the site, Terracon requests that prior to mobilization to the site, the Client inform Terracon of known or suspected environmental conditions at or adjacent to the site. If adverse environmental conditions are present, additional expenses may be necessary to properly protect site workers and abandon borings that penetrate affected groundwater-bearing units.

**Cost Estimate for Geotechnical Engineering Services**

Huggins Elementary School Additions ■ Fulshear, Texas

April 27, 2016 ■ Terracon Document No. P92165249

Page 4



If Terracon is not informed of potentially adverse environmental conditions prior to the geotechnical services, Terracon will not be responsible for cross-contamination of groundwater aquifers, soil contamination, or any modification to the environmental conditions to the site that may occur during our geotechnical services. The geotechnical scope of services described above is based on our assumption that the site does not pose environmental risks to the personnel conducting the geotechnical exploration services.


Agreement for Services. We have included a copy of our "Agreement for Services." If you agree to the conditions set forth in this document, please sign and return a copy of the accompanying Agreement for Services and an Access Agreement, if applicable, to our office. If you have any questions regarding the terms and conditions in the agreement, or any other aspect of this letter, please feel free to contact us.


We appreciate the opportunity to provide this cost estimate and look forward to the opportunity of working with you.

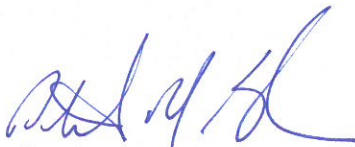
Sincerely,

**Terracon Consultants, Inc.**

(Texas Firm Registration No. F-3272)

  
FOR : Kierstyn M. White, E.I.T.  
Staff Geotechnical Engineer

  
Andrew J. Muras, P.E.  
Project Engineer

  
Patrick M. Beecher, P.E.  
Senior Project Manager

Attachment:            Agreement for Services

**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 Huggins Elementary Additions project ("Project"), as described in the Project Information section of Consultant's Proposal dated 04/27/2016 ("Proposal") 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 Scope of Services section of the Proposal ("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 Compensation section of the Proposal 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. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
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. 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 agrees to the level or amount of testing performed and the associated risk. 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.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (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 Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. 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. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**  
 By: *Andrew J Muras* Date: **4/27/2016**  
 Name/Title: **Andrew J Muras / Project Engineer**  
 Address: **11555 Clay Rd Ste 100**  
**Houston, TX 77043-1239**  
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**  
 Email: **Andrew.Muras@terracon.com**

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

Reference Number: P92165249



**CONSIDER APPROVAL OF VANIR/RICE & GARDNER CONSULTANTS  
CONTRACT AMENDMENT NO. 1**

**RECOMMENDATION:**

That the Board of Trustees approve contract amendment No. 1 to Vanir/Rice & Gardner Consultants at no additional cost and authorize the Board President to execute the agreement.

**IMPACT/RATIONAL:**

The original contract with Vanir/Rice & Gardner Consultants defines a specific scope of work and list of projects. Changes in scope are made by contract amendment. No additional funding is required for this change in scope.

**PROGRAM DESCRIPTION:**

Vanir/Rice & Gardner Consultants provided a proposal to assist with the design and construction of additional projects to be funded from surplus funds from the 2011 Bond Program, including: Huggins Elementary School driveway and parking improvements, chiller replacement at various schools, and selection of an Access Control System for various schools. The duration of these projects is short term and can be supported by Vanir/Rice & Gardner Consultants' current staff.

Submitted By: Kevin McKeever, Administrator for Operations  
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle  
Superintendent

DRAFT AIA® Document G802™ - 2007

Amendment to the Professional Services Agreement

Amendment Number: 001

TO: Lamar Consolidated Independent School District  
(Owner or Owner's Representative)

In accordance with the Agreement dated: 23<sup>rd</sup> day of July in the year 2015

BETWEEN the Owner:  
(Name and address)

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

and the Architect:  
(Name and address)

Vanir/Rice & Gardner Consultants, Inc. A Joint Venture  
6161 Savoy, Suite 1212  
Houston, TX 77036

for the Project:  
(Name and address)

Huggins Elementary School - Parking and Driveway Improvements  
Chiller Replacement - Various Schools  
Access Control Selection - District-Wide

Authorization is requested

- to proceed with Additional Services.
- to incur additional Reimbursable Expenses.

As follows:

Lamar Consolidated ISD is undertaking the above listed projects using surplus funds from a previous bond issue. Vanir-Rice & Gardner, A Joint Venture, has the ability provide project management and construction coordination projects to assist LCISD.

The schedule for these projects is shown below:

- Huggins Elementary School - May 20, 2016 - December 31, 2016
- Chiller Replacement - July 1, 2016 - December 31, 2016
- Access Control Selection - May 20, 2016 - September 30, 2016

Vanir-Rice & Gardner, A Joint Venture proposes to add this scope of work as a No-Cost Change to our current Agreement with Lamar Consolidated Independent School District.

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

\$0.00

Time:

No adjustments to the contract dates.



**SUBMITTED BY:**

**AGREED TO:**

*(Signature)*

*(Signature)*

James D. Rice, Project Executive

Katherine Kaminski, President, Board of Trustees

*(Printed name and title)*

*(Printed name and title)*

*(Date)*

*(Date)*



**CONSIDER APPROVAL OF GEOTECHNICAL SERVICES FOR THE DESIGN  
OF AGRICULTURAL FACILITY #2**

**RECOMMENDATION:**

That the Board of Trustees approve Terracon for geotechnical engineering services for the design of Agricultural Facility #2 in amount of \$4,800 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

Geotechnical services are a professional service that the District must contract directly. These funds were allocated within the 2011 Bond Program Budget.

**PROGRAM DESCRIPTION:**

Geotechnical services will generate reports that provide soil data that the architect needs to generate the construction specifications. These reports will be crucial in the design of the Agricultural Facility #2.

Submitted by: Kevin McKeever, Administrator for Operations  
Ed Bailey, Gilbane Building Company

Recommended for approval:



Dr. Thomas Randle  
Superintendent

April 13, 2016



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

Attn: Mr. Kevin McKeever  
Administrator of Operations

Re: Cost Estimate for Geotechnical Engineering Services  
LCISD Ag Barn # 2  
F.M. 359 and Settegast Ranch Road  
Fort Bend County, Texas  
Terracon Document No. P92165226

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on qualifications to provide Geotechnical Engineering 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.

## 1.0 PROJECT INFORMATION

Item	Description
Site location	The project site is on a tract of land, approximately 20.97 acres in size, located northeast of the intersection of F.M. 359 and Settegast Ranch Road in Fort Bend County, Texas.
Existing conditions	Based on available aerial photographs, the project site appears to be vacant at the time of this proposal.
Proposed improvements	<ul style="list-style-type: none"><li>■ A single-story barn building and future expansion areas with a total footprint area of approximately 33,000 square feet.</li><li>■ A detention pond, approximately 1½ acres in size, located near the northeast corner of the site with a maximum depth of 2 feet and sideslope declinations of 3(horizontal):1(vertical) or flatter.</li><li>■ Adjacent surface pavements.</li></ul>
Building construction <sup>1</sup>	Metal-frame construction with a grade-supported floor slab.
Building foundation system (assumed)	Drilled-and-underreamed footings.



Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043 Registration No. F-3273  
P (713) 690-8989 F (713) 690-8787 terracon.com

Geotechnical



Environmental



Construction Materials



Facilities

Item	Description
<i>Continued from page 1.</i>	
<b>Finished floor elevation (assumed)</b>	Within approximately one to two feet above existing grade.
<b>Maximum structural loads (assumed)</b>	<ul style="list-style-type: none"> <li>■ <b>Column loads:</b> 100 to 150 kips.</li> <li>■ <b>Floor slab pressure:</b> 125 pounds per square foot.</li> </ul>
<sup>1.</sup> Information provided by Matrix Structural Engineers.	

If our understanding of the project is not accurate, please let us know so that we may adjust our scope of services and estimated cost, if necessary.

## 2.0 SCOPE OF SERVICES

A brief summary of the services to be provided by Terracon is presented in the following paragraphs.

Field Program. The field program for this project is planned to consist of drilling four test borings to depths of 20 feet in the area of the proposed barn building and building expansion areas, along with two test borings to a depth of 5 feet in the proposed detention pond area, and five test borings to depths of 5 feet in the proposed pavement areas. The total drilling footage is planned to be 115 feet.

The borings will be located in the field by measuring from the site boundaries and on-site features shown on the drawing provided to us. The layout of the borings will be approximate. The boring depths will be measured from existing grade.

The drilling services for this project will be performed by a drilling subcontractor or Terracon’s in-house drillers. During drilling, soil samples will generally be collected utilizing either open-tube samplers or the Standard Penetration Test. Once the samples have been collected and classified in the field, they will be properly prepared and placed in appropriate sample containers for transport to our laboratory. The borings will be backfilled with soil cuttings upon completion of drilling.

We plan to use standard truck-mounted drilling equipment to access the boring locations. The scope of services stated herein assumes that the site can be accessed during normal business hours and does not include services associated with site clearing, surveying of boring locations, location of underground utilities, or use of special equipment for unusually soft or wet surface conditions. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and estimated fees, if necessary.

Terracon will notify Texas 811, a free utility locating service, to help locate public utilities within dedicated public utility easements. If underground utilities are known to exist within the site, Terracon should be notified so that we may review utility plans to help avoid the existing lines.

## Cost Estimate for Geotechnical Engineering Services

LCISD Ag Barn # 2 ■ Fort Bend County, Texas

April 13, 2016 ■ Terracon Document No. P92150187

Page 3



Terracon cannot be responsible for damage to unmarked and/or unlocated utilities for which we are unaware or that are improperly located.

Laboratory Testing. The sample classifications will be reviewed and a laboratory testing program will be assigned which will be specific to the project requirements and the subsurface conditions observed. The testing program could include, but may not be limited to, moisture contents, unit dry weights, Atterberg Limits, compressive strength tests, and grain-size analyses.

Engineering Report. The results of our field and laboratory programs will be evaluated by a professional Geotechnical Engineer licensed in the State of Texas. Based on the results of our evaluation, an engineering report will be prepared which details the results of the testing performed and provides Boring Logs and a Boring Location Plan. The report will also provide Geotechnical Engineering recommendations which will address the following:

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

Schedule. We can initiate our field program within five to seven working days following authorization to proceed, if site access and weather conditions will permit. We anticipate completion of our services and submittal of our final report within about three weeks after completion of our field services. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements directly after we have completed our field and laboratory programs.

### 3.0 COMPENSATION

For the scope of services outlined in this document, we estimate a cost of \$4,200. If the site is soft and/or wet at the time of our field program, the use of an all-terrain vehicle (ATV) drilling rig may be necessary to access the boring locations. If ATV drilling equipment is utilized to perform the field program, we estimate an additional cost of \$600. Therefore, the total cost for our scope of services would be \$4,800. The cost of our services will not exceed these figures without approval of the client.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Project Engineer billing rate of \$130 per hour will apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical study and will not be incurred without prior approval of the client.

#### 4.0 AUTHORIZATION

Environmental Considerations. In an effort to reduce the potential for cross-contamination of subsurface media and exposure of site workers to contaminants that might be present at the site, Terracon requests that prior to mobilization to the site, the Client inform Terracon of known or suspected environmental conditions at or adjacent to the site. If adverse environmental conditions are present, additional expenses may be necessary to properly protect site workers and abandon borings that penetrate affected groundwater-bearing units.

If Terracon is not informed of potentially adverse environmental conditions prior to the geotechnical services, Terracon will not be responsible for cross-contamination of groundwater aquifers, soil contamination, or any modification to the environmental conditions to the site that may occur during our geotechnical services. The geotechnical scope of services described above is based on our assumption that the site does not pose environmental risks to the personnel conducting the geotechnical exploration services.

Agreement for Services. We have included a copy of our "Agreement for Services." If you agree to the conditions set forth in this document, please sign and return a copy of the accompanying Agreement for Services and an Access Agreement, if applicable, to our office. If you have any questions regarding the terms and conditions in the agreement, or any other aspect of this letter, please feel free to contact us.

We appreciate the opportunity to provide this cost estimate and look forward to the opportunity of working with you.

Sincerely,

**Terracon Consultants, Inc.**

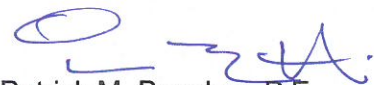
(Texas Firm Registration No. F-3272)



Rainey D. Perkins, E.I.T.  
Staff Geotechnical Engineer



Andrew J. Muras, P.E.  
Project Engineer



Patrick M. Beecher, P.E.  
Geotechnical Services Manager

for:

Attachment: Agreement for Services



**AGREEMENT FOR SERVICES**

This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the LCISD Ag Barn # 2 project ("Project"), as described in the Project Information section of Consultant's Proposal dated 4/13/2016 ("Proposal") 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 Scope of Services section of the Proposal ("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 Compensation section of the Proposal 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. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
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. 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 agrees to the level or amount of testing performed and the associated risk. 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.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (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 Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. 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. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**  
 By:  Date: **4/13/2016**  
 Name/Title: **Andrew J Muras / Project Engineer**  
 Address: **11555 Clay Rd Ste 100**  
**Houston, TX 77043-1239**  
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**  
 Email: **Andrew.Muras@terracon.com**

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

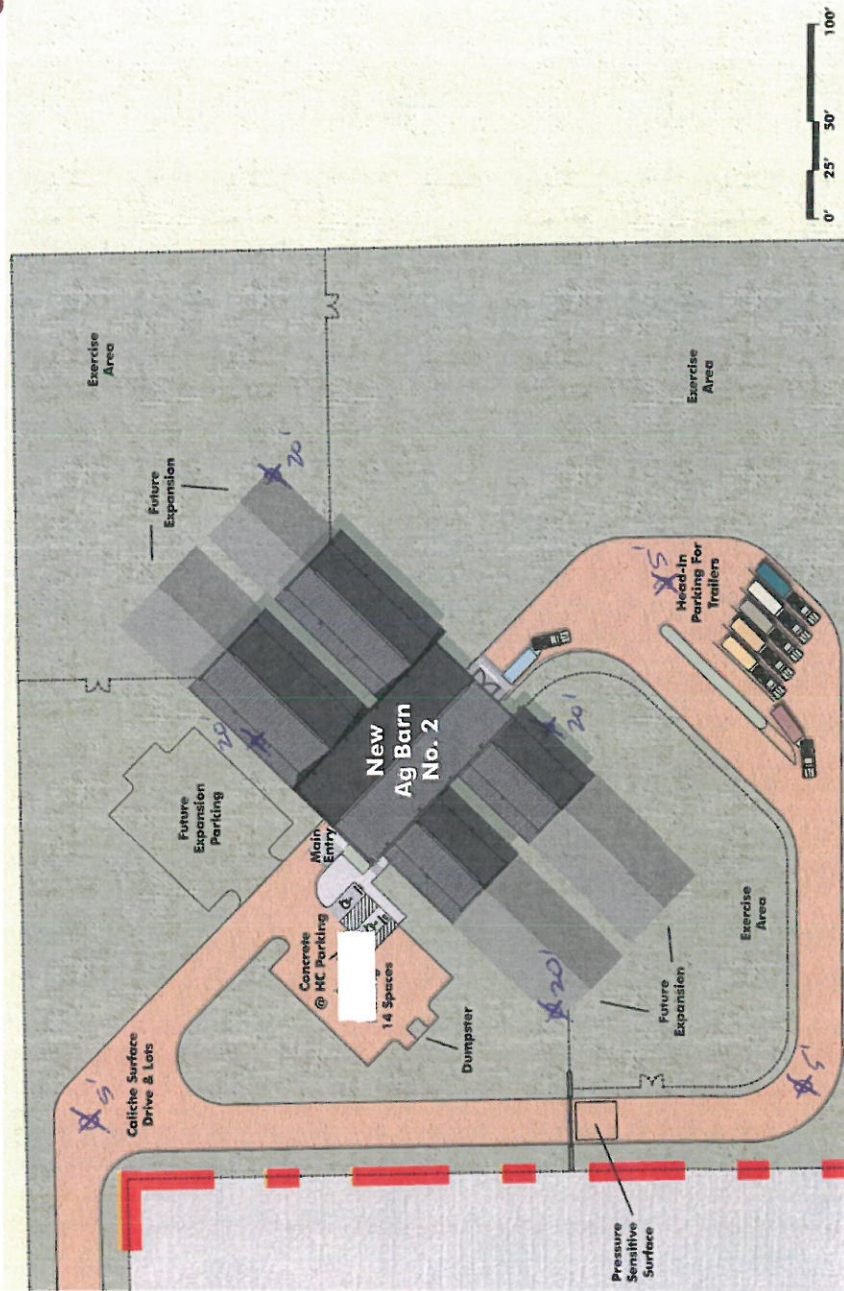
Reference Number: P92165226

PROPOSED BOLLING LOCATION PLAN

# AGRICULTURE BARN NO. 2 // DESIGN DEVELOPMENT

# SITE PLAN

## Enlarged Site Plan



VLK ARCHITECTS

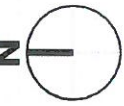
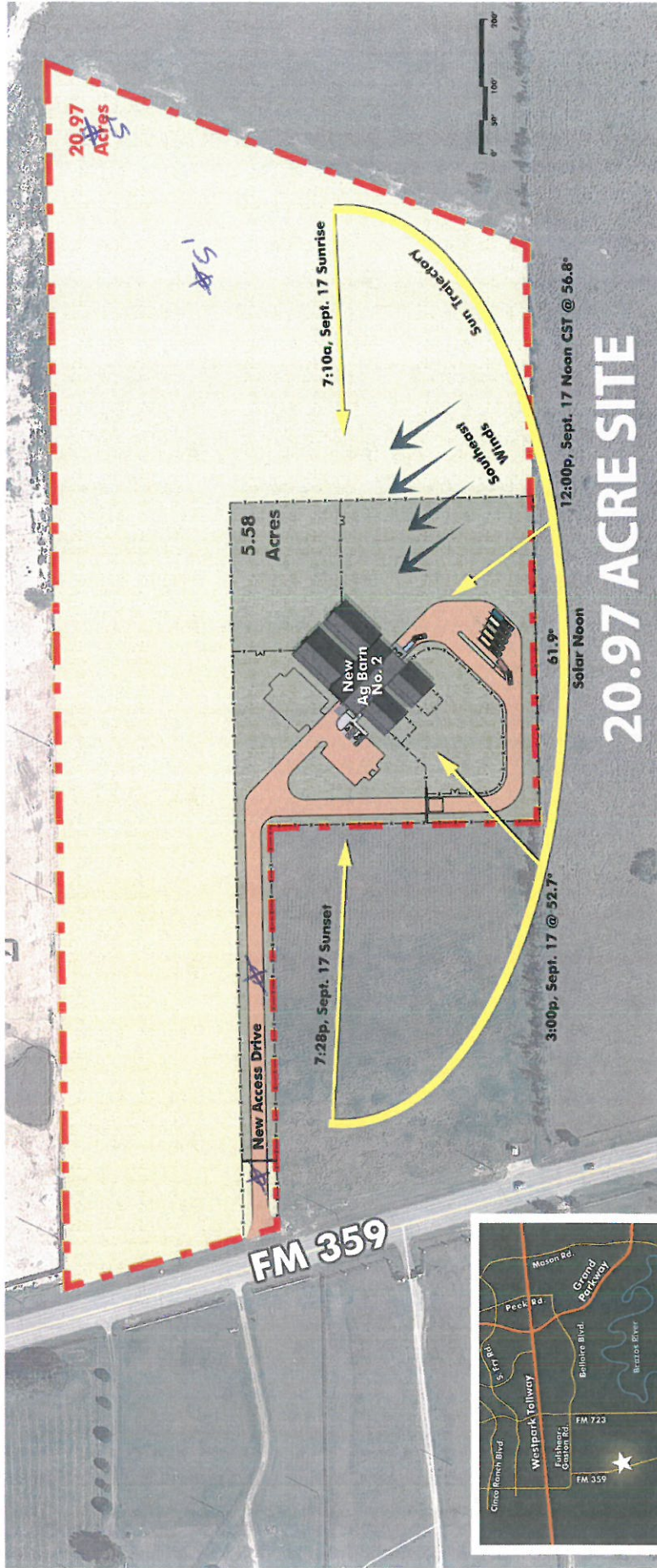
PROPOSED BOLLING LOCATIONS

1" = 100'

PROPOSED BAKING LOCATION PLAN

# AGRICULTURE BARN NO. 2 // DESIGN DEVELOPMENT

# SITE PLAN



*PROPOSED BAKING LOCATIONS*

*1" = 245'*

**CONSIDER APPROVAL OF RESTROOM RENOVATIONS  
FOR JACKSON ELEMENTARY**

**RECOMMENDATION:**

That the Board of Trustees approve Fisher Poirier Construction for the restroom renovations at Jackson Elementary in the amount of \$218,256 and authorize the Superintendent to execute the contract when presented.

**IMPACT/RATIONALE:**

Competitive Sealed Proposal #19-2016ML requested prices for renovations to existing restrooms at Jackson Elementary. Two proposals were submitted on April 14, 2016. After checking references and completing the weighed criteria, Fisher Poirier Construction is recommended to perform this renovation. This project is to be funded with available 2006 bond program funds previously approved by the Board of Trustees.

**PROGRAM DESCRIPTION:**

Upon approval, Fisher Poirier Construction will schedule the work to begin after the school year ends.

Submitted by: Kevin McKeever, Administrator for Operations  
Jill Ludwig, CPA, RTSBA, Chief Financial Officer  
Michele Leach, RTSBA, Purchasing and Materials Manager

Recommended for approval:



Dr. Thomas Randle  
Superintendent

Vendor	Purchase Price	Purchase Price 25 Points Max	Reputation of the vendor and of the vendor's goods or services 15 Points Max	Quality of vendor's goods or services 15 Points Max	Quality of Vendor's response in proposal 10 Points Max	Vendor's past relationship with the District 5 Points Max	Vendor's safety record 5 Points Max	Vendor's proposed personnel - certifications, qualifications and experience. 10 Points	Ability to service our accounts with proper staff and insurance requirements 15 Points Max	Total Score	Firm's Ranking Order
Fisher - Poirier Construction	\$ 218,256.00	25.00	15.00	11.33	9.33	1.00	5.00	5.33	15.00	86.99	1
BLS Construction	\$ 276,000.00	19.77	15.00	11.67	8.66	3.00	5.00	7.33	15.00	85.43	2

**CONSIDER APPROVAL OF MATERIAL TESTING SERVICES FOR THE  
FULSHEAR HIGH COMPLEX DETENTION PONDS SLOPE REPAIRS**

**RECOMMENDATION:**

That the Board of Trustees approve Terracon for material testing services for the repairs to the existing and new detention ponds in the amount of \$21,740 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

Material testing services are a professional service that the District must contract directly. At the April 21, 2016 Regular Board Meeting, change order #1 was approved for the repairs to the existing and new detention ponds. Material testing was part of the amount in the change order. These funds are within the 2011 Bond Program Budget.

**PROGRAM DESCRIPTION:**

Material testing services will generate reports and verify that materials are installed correctly as per specifications. These reports will be crucial in the installation and quality of the repairs to the existing and new detention ponds.

Submitted by: Kevin McKeever, Administrator for Operations  
Ed Bailey, Gilbane Building Company

Recommended for approval:



Dr. Thomas Randle  
Superintendent



April 29, 2016

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

Subject: Proposal for Construction Materials Testing Services  
Fulshear HS Pond Slope Repairs  
Terracon Proposal No. P92161197

Dear Mr. McKeever:

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

#### **A) PROJECT INFORMATION**

The site is located at the northeast corner (NEC) of the intersection of FM 1093 and Bois D'Arc Lane in Fulshear, Texas. The project involves the repair work of two existing detention ponds that have been deteriorated by erosion of the slopes and specifically, backfill and compaction of the eroded areas, chemical stabilization behind the crest of the slopes as well as construction of swales and installation of two new inlets. We understand that testing of the compacted soils used to repair the eroded areas and construct the swales, as well as concrete sampling and testing for the inlet structures are requested at this time. This cost estimate does not include work related to soil chemical treatment observation and chemical treatment verification.

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

- Change Proposal Request with general description of the scope of work and a Site Plan with a sketch of the proposed swales and inlet locations by PBK dated March 18, 2016.

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

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



## B) SCOPE OF SERVICES

Terracon prepared the following scope of services:

### **Earthwork Observations and Testing:**

1. Sample proposed sources of backfill material. Prepare and test the samples for Atterberg Limits (ASTM D4318) and Moisture-Density Relationship (ASTM D 698).
2. Perform density tests of the backfill and repair zones using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

### **Reinforcing Steel Observation and Testing:**

1. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. Terracon recommends we be scheduled a minimum of 24 hours prior to concrete placement.

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

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

**Project Management/ Administration:**

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

**Special Inspections Letter:**

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

**Scheduling Retests:**

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

**Additional Services:**

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

**C) REPORTING**

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

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

**Field testing services will be provided on an “as requested” basis when scheduled by your representative. A minimum of 24 hours notice is required to properly schedule our services. To**

**schedule our services please contact our dispatcher at (713) 690-2258. The dispatch office hours are from 7:00 a.m. to 5:00 p.m. Messages left after business hours will be checked the following business day. Terracon shall not be held responsible for tests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of testing. Terracon recommends that a copy of this proposal be provided to the general contractor so they understand our scope of services and schedule us accordingly. Please note that the number of tests and trips described in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project.**

#### **D) COMPENSATION**

Based on the project information available for our review, we propose a budgetary cost estimate of **\$21,740**. This cost estimate is for budgetary purposes only. Should construction documents be available, Terracon can provide a detailed cost estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

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

#### **E) SITE ACCESS AND SAFETY**

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

#### **F) TESTING AND OBSERVATION**

Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Terracon will provide test results and opinions based on tests and field observations only for the work tested. Client

**Proposal for Construction Materials Testing Services**

Fulshear HS Pond Slope Repairs • Fulshear, Texas

April 29, 2016 • Terracon Proposal No. P92161197



understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Terracon so Terracon can perform these services. Terracon shall not be responsible for the quality and completeness of Client’s contractor’s work or their adherence to the project documents, and Terracon’s performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Terracon will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

**G) AUTHORIZATION**

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

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

Sincerely,

Terracon Consultants, Inc.

(TBPE Firm Registration No. F-3272)

Carlos de las Cuevas, P.E.

Project Engineer

Alfonzo Hernandez, P.E.

Materials Services Manager

**Attachments:**

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

# Terracon

BUDGET ESTIMATE

LCISD Fulshear HS Pond Slope Repairs  
TERRACON PROPOSAL NO. P92161197

Service	Quantity	Unit	Unit Rate	Estimate
<b>Task 1: Earthwork Observation and Testing. Slope repair, swale construction, and new inlets installation.</b>				
Estimate 4 trips @ 4 hours each for Proctor sample pickups				
Estimate 20 trips @ 10 hours each for field density testing on the slope repairs and swale construction				
Estimate 4 trips @ 8 hours each for trench backfill of the new inlets				
Estimate 4 trips @ 8 hours each for concrete sampling and testing of the new inlets				
Estimate 4 trips @ 2 hours each for concrete sample pickups				
Engineering Technician	240	hour	\$46.00	\$11,040
Engineering Technician, OT	40	hour	\$69.00	\$2,760
Vehicle Charge	32	day	\$60.00	\$1,920
Nuclear Gauge Charge	24	day	\$60.00	\$1,440
Moisture Density Relationship (ASTM D698, D558)	4	each	\$165.00	\$660
Atterberg Limits (ASTM D4318)	4	each	\$65.00	\$260
Concrete Test Cylinders, 4" x 8". (ASTM C39)	20	each	\$15.00	\$300
Concrete Sample Pickup	4	day	\$120.00	\$480
			<b>Sub-total</b>	<b>\$18,860</b>
<b>Task 2: PROJECT MANAGEMENT AND ADMINISTRATION</b>				
Project Manager, per hour	24	hour	\$120.00	\$2,880
			<b>Sub-total</b>	<b>\$2,880</b>
<b>Estimated Project Total</b>				<b>\$21,740</b>

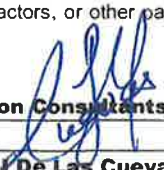
**AGREEMENT FOR SERVICES**

This **AGREEMENT** is between Lamar Consolidated ISD ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Fulshear HS Pond Slope Repairs project ("Project"), as described in the Project Information section of Consultant's Proposal dated 04/29/2016 ("Proposal") 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 Scope of Services section of the Proposal ("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 Compensation section of the Proposal 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. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
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. 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 agrees to the level or amount of testing performed and the associated risk. 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.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (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 Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. 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. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**  
 By:  Date: **4/29/2016**  
 Name/Title: **Carlos De Las Cuevas, P.E. / Geotechnical and Materials Project Engineer**  
 Address: **11555 Clay Rd Ste 100**  
**Houston, TX 77043-1239**  
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**  
 Email: **Carlos.DeLasCuevas@terracon.com**

Client: **Lamar Consolidated ISD**  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Name/Title: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

Reference Number: P92161197

**CONSIDER APPROVAL OF TEACHER MOVING SERVICES FOR BENTLEY  
ELEMENTARY SCHOOL, FULSHEAR HIGH SCHOOL AND  
LEAMAN JUNIOR HIGH SCHOOL**

**RECOMMENDATION:**

That the Board of Trustees approve A-Rocket Moving & Storage for providing preliminary staff moving supplies for Bentley Elementary School, Fulshear High School and Leaman Junior High School in the amount of \$7,030 and authorize the Board President to execute the agreement.

**IMPACT/RATIONALE:**

Staff moving is a professional service that the District must contract directly. Funds were allocated within the 2014 Bond Program Budget for Carl Briscoe Bentley Elementary School and within the 2011 Bond Program Budget for Churchill Fulshear High School and Dean Leaman Junior High School. A-Rocket Moving & Storage is compliant under Choice Partners purchasing cooperative which Lamar CISD is a member of. The procurement of goods and services via purchasing cooperatives is outlined in TEA 44.031.

**PROGRAM DESCRIPTION:**

Upon approval, A-Rocket Moving & Storage will provide boxes and moving materials to designated schools to allow staff to pack their materials prior to the end of school. The list of staff moves and locations is continuing to evolve. Upon a final scope of staff moves required, a final proposal will be provided by A-Rocket Moving & Storage.

Submitted By:       Kevin McKeever, Administrator for Operations  
                          Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture  
                          Ed Bailey, Gilbane Building Company

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent





May 11, 2016

To: Kayla Schilhab, Project Controls

Email: [kayla.schilhab@vanir-ricegardner.com](mailto:kayla.schilhab@vanir-ricegardner.com)

From: DeAndre Sam

Subject: Lamar CISD Box Quote

Thank you for allowing A-Rocket the opportunity to provide you with this quote for boxes and delivery.

<i>Bently E.S. (500 boxes).....</i>	<i>\$1,075.00</i>
<i>Dean Leaman Jr. H.S (1,600 boxes).....</i>	<i>\$3,440.00</i>
<i>Churchill Fulshear H.S. (1,100 boxes).....</i>	<i>\$2,365.00</i>
<i>Delivery.....</i>	<i>\$150.00</i>

***Estimate Total.....\$7,030.00***

Our proposal will include personnel, equipment, and materials to complete your project in a timely manner.

*Our quote includes standard liability which is sixty cents (.60) per pound per article. We can provide Full Replacement or Depreciation Coverage at \$7.50 per thousand dollar (\$1,000.00) value with a \$250.00 deductible.*

Should you have any questions, please don't hesitate to call.

**CONSIDER APPROVAL OF FINAL PAYMENT FOR THE SECURITY  
VESTIBULE AT BOWIE ELEMENTARY**

**RECOMMENDATION:**

That the Board of Trustees approve the final payment of \$5,000 to Sterling Structures, Inc. for the construction of the security vestibule at Bowie Elementary.

**IMPACT/RATIONALE:**

Sterling Structures, Inc. was the contractor for the construction of the security vestibule for Bowie Elementary. This project was completed on April 22, 2016.

**PROGRAM DESCRIPTION:**

Upon approval, Sterling Structures, Inc. will be paid 100% for the construction of the security vestibule at Bowie Elementary.

Submitted by: Kevin McKeever, Administrator for Operations  
Ed Bailey, Gilbane Building Company

Recommended for approval:



Dr. Thomas Randle  
Superintendent

# PAYMENT APPLICATION

**TO:** Lamar Consolidated ISD  
 3911 Avenue I  
 Roseberg, Texas 77471

**PROJECT NAME AND LOCATION:** 1420\_Bowie ES  
 Bowie ES  
 2304 Bamore Rd., Rosenberg, Texas 77471

**FROM:** Sterling Structures, Inc.  
 1425 Woodvine  
 Houston, TX 77055

**FOR:** General Construction

**ARCHITECT:** PBK Architects  
 11 Greenway Plaza, Suite 2210  
 Houston, Texas 77046

**APPLICATION #** 2\_Final Distribution to:  
**PERIOD THRU:** 12/30/2015  OWNER  
**PROJECT #s:** 1420\_Bowie ES  ARCHITECT  
**DATE OF CONTRACT:** 06/24/2015  CONTRACTOR  
 BANK

## CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below. Continuation Page is attached.

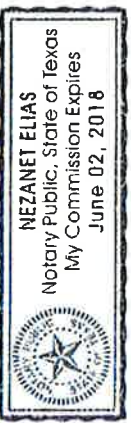
1. CONTRACT AMOUNT	\$42,300.00		
2. SUM OF ALL CHANGE ORDERS	\$0.00		
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	\$42,300.00		
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	\$42,300.00		
5. RETAINAGE:			
a. 0.00% of Completed Work (Columns D + E on Continuation Page)	\$0.00		
b. 0.00% 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)	\$42,300.00		
7. LESS PREVIOUS PAYMENT APPLICATIONS	\$37,300.00		
8. PAYMENT DUE	\$5,000.00		
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	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES	\$0.00	\$0.00

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: [Signature] Date: 1/8/16



Jay B. Carlton, CEO

State of: Texas

County of: Harris

Subscribed and sworn to before me this 8th day of January 2016

Notary Public: [Signature] Nezanet Elias  
 My Commission Expires: June 2, 2018

## 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: \$5,000.00

(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: [Signature] Lois Pargue-Rick Blum

By: [Signature] Date: 5-10-16

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 PROPERTY INSURANCE COVERAGE  
FOR LAMAR CISD**

**RECOMMENDATION:**

That the Board of Trustees approve the District's property insurance coverage for a two year term from June 1, 2016 through May 31, 2018 with Lexington Insurance Company through McGriff, Seibels and Williams of Texas, Inc. with an option to renew for three additional years provided that the premium is acceptable to the District.

**IMPACT/RATIONALE:**

Lexington Insurance Company provides current property coverage to the District with limits of \$25,000,000 on claims related to named wind/flood, \$10,000,000 on claims related to unnamed flood and a \$100,000,000 limit on claims not related to named wind or flood.

The offered proposal provides the District with the same limits currently provided with a \$15,043 decrease in premium from \$1,092,977 to \$1,077,934 for the first year, and an additional \$22,263 decrease in premium for the second to a premium of \$1,055,671. Both premiums are based on the District's total insured values.

The primary underwriters have agreed to a 24-month Policy Term with two separate annual installments. This will allow the District to maintain this very low premium rate without exposure to adverse market conditions or adverse claims experience. The 24-month policy cannot be canceled. The excess underwriters have agreed to a Premium Rate Guarantee on the condition that the District's claims do not exceed \$15 million in the next 12 months.

**PROGRAM DESCRIPTION:**

The District will procure the insurance policy through McGriff, Seibels and Williams of Texas, Inc. via the National Cooperative Purchasing Alliance (NCPA). The associated contract number is 09-05. The procurement of goods and services via purchasing cooperatives is outlined in TEA Code 44.031, Paragraph A.

Submitted by:       Dr. Kathleen Bowen, Chief Human Resources Officer  
                          Trudy Harris, Assistant Director of Employee Svcs./Risk Mgmt.  
                          Robert Reim, Consultant, Robert V. Reim Company

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF RESOLUTION FOR CENSURE OF TRUSTEE**

**ELECT BOARD OFFICERS TO SERVE FROM MAY 2016 TO MAY 2017**

**RECOMMENDATION:**

That the Board of Trustees elect Board Officers to serve from May 2016 to May 2017.

Candidates for the President of the Board, Vice President, and Secretary must have at least one year of experience on the Board.

Board President: \_\_\_\_\_

Board Vice President: \_\_\_\_\_

Board Secretary: \_\_\_\_\_

The ROLE AND AUTHORITY OF BOARD MEMBER AND/OR BOARD OFFICERS (*Set in state statute*)

- A. No Board officer has authority outside the Board meeting.
- B. No Board member can direct employees in regard to performance of duties.
- C. The Board President shall:
  - 1. Preside at all Board meetings;
  - 2. Appoint committees;
  - 3. Call special meetings; and
  - 4. Sign all legal documents required by law
- D. The Vice President shall act in capacity of President in the absence of the President.
- E. The Secretary shall:
  - 1. Keep accurate record of Board meetings;
  - 2. Call meetings and act in the capacity of the President, in the absence of the President and Vice-President; and
  - 3. Countersign all warrants

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER AUTHORIZATION TO USE CURRENT FACSIMILE PLATES**

**RECOMMENDATION:**

That the Board of Trustees authorize the use of the current Board approved signatures on all checks drawn on District accounts for the maximum of 90 days to allow the Administration time to order new facsimile signature plates for the President of the Board, \_\_\_\_\_, and the Secretary of the Board, \_\_\_\_\_.

**IMPACT/RATIONALE:**

In accordance with Board Policy CFF (Local), the Board of Trustees shall officially designate individuals to sign all checks. Their signatures are facsimile signatures. In addition, the Board has designated Dr. Thomas Randle, Jill Ludwig, and Dr. Kathleen Bowen to manually countersign all checks over a designated amount.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF DISTRICT-WIDE  
INTERACTIVE WHITEBOARD BUILDOUT**

**RECOMMENDATION:**

That the Board of Trustees approve the interactive whiteboard buildout project in the amount of \$ \$855,073.82 for hardware, services, and supplies, and authorize the Superintendent to execute the agreements.

**IMPACT/RATIONALE:**

The project will consist of hardware, services, and supplies purchases from the following vendors:

- Data Projections - \$358,135.48
- Dell, Inc. - \$420,352.75
- Troxell Communications - \$21,885.65
- Urbish Electric - \$4,699.94

A contingency in the amount of \$50,000 has been established within the budget amount of \$855,073.82.

Lamar Consolidated Independent School District believes that Interactive Whiteboards (IWBs) positively impact teaching and learning. Approximately 88% of all classrooms in the District have an interactive whiteboard. All new campuses and classroom startups include IWBs in each room. This project is designed to bring all classrooms up to District standards, which include an IWB. Currently, there are 265 classrooms, libraries and other instructional spaces across 26 campuses without IWBs. Generally speaking, Promethean Boards are used in elementary and SMART Boards are used in secondary.

**PROGRAM DESCRIPTION:**

All vendors selected offer pricing through a cooperative purchasing agreement or District awarded contract. With approval, the project should begin June 6, 2016 and be completed and accepted by July 29, 2016. This project will be funded from 2014 bond funds dedicated to the IWB buildout.

Submitted by:           David Jacobson, Chief Technology Information Officer  
                                  Ken Walla, Manager of Special Projects

Recommended for approval:

*Thomas Randle*

Dr. Thomas Randle  
Superintendent



<b>Interactive Whiteboard Build Out by Vendor</b>					
<b>Vendor</b>	<b>Description</b>	<b>Quantity</b>	<b>Cost</b>	<b>Sub Total</b>	<b>Total</b>
Data Projections	Whiteboards	116	\$1,849.18	\$214,505.04	
Data Projections	Installation	116	\$591.35	\$68,596.44	
Data Projections	Supplies	116	\$646.84	\$75,034.00	\$358,135.48
Dell, Inc.	Whiteboards	150	\$1,669.34	\$250,400.88	
Dell, Inc.	Installation	150	\$910.43	\$136,564.97	
Dell, Inc.	Supplies	150	\$222.58	\$33,386.90	\$420,352.75
Troxell Communications	Projectors	13	\$684.50	\$8,898.50	
Troxell Communications	Installation	13	\$499.00	\$6,487.00	
Troxell Communications	Supplies	13	\$500.01	\$6,500.15	\$21,885.65
Urbish Electric	Installation	17	\$276.47	\$4,699.94	\$4,699.94
	Contengency	1	\$50,000.00	\$50,000.00	\$50,000.00
<b>Total</b>					<b>\$855,073.82</b>

**INFORMATION ITEM: RESEARCH REGARDING STABILITY BALLS  
AND CLASSROOM USE**

Stability balls are one of a variety of alternative furniture for use in school classrooms. Typically used for physical therapy purposes, the stability ball has also been utilized for students who have specific learning concerns including attentional difficulties. Other forms of alternative furniture which serve a similar purpose include standing desks, stability balls contained in rolling molds, full motion stools, and molded chairs. The use of stability balls frequently targets students with autism, hyperactivity, developmental delays, sensory issues, and other specific disabilities. Current research points toward positive results for a targeted population; however, there are no definitive results for the general population.

Many campuses within Lamar CISD have purchased stability balls for specific classrooms, areas, and students, including Thomas Elementary, Dickinson Elementary, Arredondo Elementary, and Lamar Junior High Schools. This site-based decision is often driven by unique campus factors and to date, no significant difference in achievement has been noted on a school-wide level through the use of stability balls.

Site-Based Management is important when determining the appropriateness of alternative furniture. Stability balls, as with most alternative furniture, will require a change of paradigm and should reflect specific needs for the classroom. For the appropriate use of the stability ball, it is important to fit each student to the right size ball. Rules should be established in advance for their use, and teachers need to be aware of safety and distraction issues. Stability balls should be checked periodically as students grow throughout the year. In addition, suitable storage areas for the balls is also a consideration. While the stability ball is enjoying a modicum of popularity at this time, other types of alternative furniture should be considered before purchasing. It is important that teachers are vested in their use and have a clear understanding of the purpose.

Below are current pricing details and examples of traditional stability balls and wobble stools, just two of the many options available. Pricing provided would outfit all of Lamar CISD's third grade classrooms (23 elementary schools, each with approximately six classrooms at the third grade level, or 138 classrooms):

**Stability Ball – School Specialty:**

\$13.12 per unit, 5 per classroom, 138 classrooms = 690 units



**TOTAL COST \$9,052.80**

**Wobble Stools (set of 5) – Gopher Sports:**

\$364.68 per set (5 per set), 138 classrooms = 690 units



**TOTAL COST \$50,325.84**

Submitted by: Valerie Vogt, Academic Administrator  
Jill Ludwig, CPA, RTSBA, Chief Financial Officer  
Leslie Haack, Executive Director of Secondary Education  
Linda Lane, Interim, Executive Director of Elementary Education  
Michele Leach, RTSBA, Purchasing and Materials Manager

**INFORMATION ITEM: TAX COLLECTION REPORT  
(AS OF APRIL 30, 2016)**

- Exhibit "A" gives the Lamar CISD collections made during the month of April 30, 2016.
- Exhibit "B" gives the total Lamar CISD collections made this school year from September 1, 2015 through August 31, 2016.
- Exhibit "C" shows the Lamar CISD collections made month-by-month of the 2015-16 roll as compared to prior years. Through April 30, 2016, Lamar CISD had collected 97.6 % of the 2015-16 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2015-2016.
- Exhibit "E" shows the Lamar CISD tax collection analysis for the last six years.

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

**Lamar Consolidated ISD  
Tax Collections  
April 2016**

Exhibit A

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund Taxes Paid	General Fund P & I & Collection Fees	Debt Service Taxes Paid	Debt Service P & I & Collection Fees
15	\$ 1,028,642.85	\$ 111,404.73	\$ 50,710.22	\$ 1,190,757.80	\$ 769,641.07	\$ 134,064.29	\$ 259,001.78	\$ 28,050.66
14	\$ 44,654.82	\$ 10,872.42	\$ 10,450.69	\$ 65,977.93	\$ 33,411.18	\$ 18,585.56	\$ 11,243.64	\$ 2,737.55
13	\$ 16,230.90	\$ 4,624.06	\$ 3,624.55	\$ 24,479.51	\$ 12,144.17	\$ 7,084.30	\$ 4,086.73	\$ 1,164.31
12	\$ 6,801.56	\$ 1,527.43	\$ 702.30	\$ 9,031.29	\$ 5,089.01	\$ 1,845.13	\$ 1,712.55	\$ 384.60
11	\$ 4,029.02	\$ 614.79	\$ 670.59	\$ 5,314.40	\$ 2,956.58	\$ 1,121.73	\$ 1,072.44	\$ 163.65
10	\$ 3,529.84	\$ 380.85	\$ 509.38	\$ 4,420.07	\$ 2,638.67	\$ 794.07	\$ 891.17	\$ 96.16
09	\$ 1,804.85	\$ 503.24	\$ 376.91	\$ 2,685.00	\$ 1,418.74	\$ 772.49	\$ 386.11	\$ 107.66
08	\$ 223.48	\$ 220.01	\$ 88.49	\$ 531.98	\$ 175.68	\$ 261.43	\$ 47.80	\$ 47.07
07	\$ 369.58	\$ 395.62	\$ 110.82	\$ 876.02	\$ 284.82	\$ 415.71	\$ 84.76	\$ 90.73
06	\$ 273.71	\$ 334.32	\$ 121.36	\$ 729.39	\$ 235.24	\$ 408.67	\$ 38.47	\$ 47.01
05	\$ 112.29	\$ 143.15	\$ 49.87	\$ 305.31	\$ 99.21	\$ 176.37	\$ 13.08	\$ 16.65
04	\$ 93.31	\$ 137.16	\$ 46.09	\$ 276.56	\$ 82.45	\$ 167.29	\$ 10.86	\$ 15.96
03	\$ 12.32	\$ 19.59	\$ 4.79	\$ 36.70	\$ 11.10	\$ 22.44	\$ 1.22	\$ 1.94
02	\$ 91.85	\$ 121.92	\$ 21.51	\$ 235.28	\$ 82.77	\$ 131.38	\$ 9.08	\$ 12.05
01	\$ 38.50	\$ 70.46	\$ 16.34	\$ 125.30	\$ 34.70	\$ 79.83	\$ 3.80	\$ 6.97
00	\$ 12.55	\$ 20.61	\$ 4.68	\$ 37.84	\$ 11.17	\$ 23.03	\$ 1.38	\$ 2.26
99	\$ 174.02	\$ 360.20	\$ 80.13	\$ 614.35	\$ 157.25	\$ 405.61	\$ 16.77	\$ 34.72
98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
96	\$ 77.40	\$ 188.08	\$ 39.82	\$ 305.30	\$ 70.27	\$ 210.58	\$ 7.13	\$ 17.32
95	\$ 147.51	\$ 376.15	\$ 78.55	\$ 602.21	\$ 139.62	\$ 434.59	\$ 7.89	\$ 20.11
94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
89 & prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>	<b>\$ 1,107,320.36</b>	<b>\$ 132,314.79</b>	<b>\$ 67,707.09</b>	<b>\$ 1,307,342.24</b>	<b>\$ 828,683.70</b>	<b>\$ 167,004.50</b>	<b>\$ 278,636.66</b>	<b>\$ 33,017.38</b>

**Lamar Consolidated ISD  
Tax Collections  
September 1, 2015-August 31, 2016  
(Year-To-Date)**

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 4/30/2016
15	\$ 173,016,529.71	\$ 6,611,568.23	\$ 179,628,097.94	\$ 175,234,615.50	\$ 481,607.46	\$ 57,768.63	\$ 175,773,991.59	\$ 4,393,482.44
14	\$ 1,578,079.69	\$ 61,578.62	\$ 1,639,658.31	\$ 739,961.57	\$ 143,510.08	\$ 146,735.59	\$ 1,030,207.24	\$ 899,696.74
13	\$ 759,119.83	\$ (156,539.30)	\$ 602,580.53	\$ 243,599.99	\$ 40,340.98	\$ 28,107.60	\$ 312,048.57	\$ 358,980.54
12	\$ 693,023.94	\$ (202,438.33)	\$ 490,585.61	\$ 186,050.06	\$ 16,555.44	\$ 9,361.63	\$ 211,967.13	\$ 304,535.55
11	\$ 631,556.26	\$ (208,485.30)	\$ 423,070.96	\$ 165,403.55	\$ 9,340.29	\$ 5,105.33	\$ 179,849.17	\$ 257,667.41
10	\$ 605,391.03	\$ (319,021.46)	\$ 286,369.57	\$ 71,323.03	\$ 5,917.22	\$ 3,162.92	\$ 80,403.17	\$ 215,046.54
09	\$ 581,353.50	\$ (335,334.32)	\$ 246,019.18	\$ 63,588.32	\$ 5,786.38	\$ 2,511.25	\$ 71,885.95	\$ 182,430.86
08	\$ 587,734.40	\$ (411,499.87)	\$ 176,234.53	\$ 6,138.18	\$ 5,150.71	\$ 1,689.07	\$ 12,977.96	\$ 170,096.35
07	\$ 191,892.59	\$ (813.63)	\$ 191,078.96	\$ 4,464.56	\$ 4,180.21	\$ 1,101.70	\$ 9,746.47	\$ 186,614.40
06	\$ 127,543.57	\$ -	\$ 127,543.57	\$ 6,446.10	\$ 6,938.02	\$ 2,204.57	\$ 15,588.69	\$ 121,097.47
05	\$ 142,756.89	\$ (354.15)	\$ 142,402.74	\$ 3,419.39	\$ 4,238.14	\$ 1,445.66	\$ 9,103.19	\$ 138,983.35
04	\$ 65,622.10	\$ (226.97)	\$ 65,395.13	\$ 1,839.63	\$ 2,532.02	\$ 872.19	\$ 5,243.84	\$ 63,555.50
03	\$ 48,382.85	\$ (87.39)	\$ 48,295.46	\$ 1,487.85	\$ 2,256.44	\$ 561.38	\$ 4,305.67	\$ 46,807.61
02	\$ 32,774.61	\$ (5.07)	\$ 32,769.54	\$ 559.02	\$ 893.37	\$ 206.65	\$ 1,659.04	\$ 32,210.52
01	\$ 30,373.59	\$ -	\$ 30,373.59	\$ 579.33	\$ 948.19	\$ 205.85	\$ 1,733.37	\$ 29,794.26
00	\$ 26,210.82	\$ -	\$ 26,210.82	\$ 544.05	\$ 1,021.74	\$ 234.57	\$ 1,800.36	\$ 25,666.77
99	\$ 27,765.44	\$ -	\$ 27,765.44	\$ 972.03	\$ 1,974.67	\$ 441.99	\$ 3,388.69	\$ 26,793.41
98	\$ 19,318.70	\$ -	\$ 19,318.70	\$ 1,037.25	\$ 2,210.61	\$ 487.18	\$ 3,735.04	\$ 18,281.45
97	\$ 17,316.46	\$ -	\$ 17,316.46	\$ 602.22	\$ 1,348.56	\$ 292.62	\$ 2,243.40	\$ 16,714.24
96	\$ 16,372.69	\$ (9.38)	\$ 16,363.31	\$ 526.26	\$ 1,236.73	\$ 264.44	\$ 2,027.43	\$ 15,837.05
95	\$ 8,069.69	\$ -	\$ 8,069.69	\$ 783.15	\$ 1,945.02	\$ 409.23	\$ 3,137.40	\$ 7,286.54
94	\$ 5,144.31	\$ -	\$ 5,144.31	\$ 292.42	\$ 763.30	\$ 158.35	\$ 1,214.07	\$ 4,851.89
93	\$ 2,639.02	\$ -	\$ 2,639.02	\$ -	\$ -	\$ -	\$ -	\$ 2,639.02
92	\$ 3,823.63	\$ -	\$ 3,823.63	\$ 38.53	\$ 14.26	\$ 7.92	\$ 60.71	\$ 3,785.10
91 & prior	\$ 11,266.58	\$ -	\$ 11,266.58	\$ 1,311.02	\$ 3,981.63	\$ 793.89	\$ 6,086.54	\$ 9,955.56
<b>Totals</b>	<b>\$179,230,061.90</b>	<b>\$ 5,038,331.68</b>	<b>\$184,268,393.58</b>	<b>\$ 176,735,583.01</b>	<b>\$744,691.47</b>	<b>\$264,130.21</b>	<b>\$177,744,404.69</b>	<b>\$7,532,810.57</b>

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

<b>MONTH</b>	<b>2015-2016</b>	<b>2014-2015</b>	<b>2013-2014</b>	<b>2012-13</b>	<b>2011-12</b>	<b>2010-11</b>	<b>2009-10</b>	<b>2008-09</b>	<b>2007-08</b>	<b>2006-07</b>	<b>2005-06</b>	<b>2004-05</b>
<b>SEPT</b>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>OCT</b>	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>NOV</b>	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%	3.3%
<b>DEC</b>	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%	16.8%
<b>JAN</b>	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%	74.9%
<b>FEB</b>	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%	92.5%	92.3%
<b>MAR</b>	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%	95.1%	94.7%	94.3%	93.8%
<b>APR</b>	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%	94.8%
<b>MAY</b>		98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%	95.5%
<b>JUNE</b>		98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%	96.4%
<b>JULY</b>		98.9%	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%	97.1%
<b>AUG</b>		99.0%	99.2%	99.1%	98.9%	98.8%	98.2%	98.2%	98.2%	98.2%	97.8%	97.5%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
2015-16 TAX COLLECTIONS  
AS OF APRIL 30, 2016**

<b>TAX YEAR LCISD TAXES</b>	<b>SCHOOL YEAR</b>	<b>BUDGET AMOUNT</b>	<b>COLLECTIONS 4/30/2016</b>	<b>% OF BUDGET COLLECTED</b>
2015	2015-2016	\$175,920,949	\$175,234,616	99.61%
2014 & Prior	2014-15 & Prior	\$2,150,000	\$1,500,968	69.81%
<b>TOTAL</b>		<b>\$178,070,949</b>	<b>\$176,735,583</b>	<b>99.25%</b>



**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
TAX COLLECTION REPORT  
AS OF APRIL 30,2016**

Exhibit E

SCHOOL YEAR TAX YEAR	2010-11 2010	2011-12 2011	2012-13 2012	2013-14 2013	2014-15 2014	2015-16 2015
<b>COLLECTION YEAR</b>						
1 Orig. Levy	\$ 129,215,668	\$ 132,226,943	\$ 136,145,655	\$ 142,546,726	\$ 153,118,133	\$ 173,016,530
1 Collections	\$ 132,086,020	\$ 136,117,707	\$ 140,561,034	\$ 148,220,912	\$ 160,220,428	\$ 175,234,616
Adj. To Roll	\$ 4,579,622	\$ 5,417,190	\$ 5,652,043	\$ 6,929,880	\$ 8,680,375	\$ 6,611,568
2 Collections	\$ 1,050,557	\$ 915,762	\$ 739,542	\$ 739,176	\$ 739,962	
Adj. To Roll	\$ 53,764	\$ (64,337)	\$ 65,612	\$ 242,601	\$ 61,579	
3 Collections	\$ 329,317	\$ 286,833	\$ 315,459	\$ 243,600		
Adj. To Roll	\$ 13,438	\$ 162,075	\$ 445,748	\$ (156,539)		
4 Collections	\$ 199,270	\$ 308,264	\$ 186,050			
Adj. To Roll	\$ 148,691	\$ 518,252	\$ (202,438)			
5 Collections	\$ 268,598	\$ 165,404				
Adj. To Roll	\$ 527,967	\$ (208,485)				
6 Collections	\$ 71,323					
Adj. To Roll	\$ (319,021)					
<b>TOTAL:</b>						
<b>COLLECTIONS</b>	\$ 134,005,084	\$ 137,793,970	\$ 141,802,085	\$ 149,203,688	\$ 160,960,389	\$ 175,234,616
<b>ADJUSTED TAX ROLL</b>	\$ 134,220,129	\$ 138,051,637	\$ 142,106,620	\$ 149,562,668	\$ 161,860,086	\$ 179,628,098
<b>BALANCE TO BE COLLECTED</b>	\$ 215,045	\$ 257,667	\$ 304,535	\$ 358,981	\$ 899,697	\$ 4,393,482
<b>ADJ. TAXABLE VALUE</b>	\$ 9,836,219,194	\$ 9,931,415,185	\$ 10,223,130,117	\$ 10,759,517,164	\$ 11,644,191,662	\$ 12,922,419,909
<b>TOTAL % COLLECTIONS AS OF APRIL 30, 2016</b>	99.8%	99.8%	99.8%	99.8%	99.4%	97.6%
<b>TAX RATE</b>	1.36455	1.39005	1.39005	1.39005	1.39005	1.39005

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**INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS**

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

Drymalla Construction (Fulshear High)	Application # 22	\$ 2,746,983.90
Drymalla Construction (Fulshear High)	Application # 23	\$ 475,000.00
Drymalla Construction (Leaman Jr. High)	Application # 22	\$ 733,133.05
Drymalla Construction (Leaman Jr. High)	Application # 23	\$ 261,250.00
Engineered Air Balance (Fulshear HS)	Application # 7	\$ 32,650.00
Engineered Air Balance (Leaman Jr. High)	Application # 5	\$ 19,600.00
Gamma Construction (Bentley Elementary)	Application # 6	\$ 745,313.00
Gilbane (2011 Bond Program)	Application # 48	\$ 92,500.00
Hellas Construction (Terry HS Track)	Application # 3	\$ 5,700.00
Hellas Construction (Terry HS Track)	Application # 4	\$ 9,306.75
PBK Architects (Bentley Elementary)	Application # 5	\$ 13,474.54
PBK Architects (Bentley Elementary - Reimbursables)	Application # 1	\$ 2,785.12
PBK Architects (Bentley Elementary - Reimbursables)	Application # 2	\$ 475.53

PBK Architects (Bentley Elementary - Reimbursables)	Application # 3	\$	<b>11,820.39</b>
PBK Architects (Bentley Elementary - Reimbursables)	Application # 4	\$	<b>2,544.96</b>
PBK Architects (Bentley Elementary - Reimbursables)	Application # 5	\$	<b>2,536.05</b>
PBK Architects (Lindsey Elementary)	Application # 3	\$	<b>229,116.73</b>
PBK Architects (Fulshear HS)	Application # 16	\$	<b>61,154.61</b>
PBK Architects (Leaman Jr. High)	Application # 14	\$	<b>32,745.53</b>
Sterling Structures, Inc. (Bowie Elementary)	Application # 1	\$	<b>37,300.00</b>
Terracon (Bentley Elementary)	Application # 5	\$	<b>6,338.00</b>
Vanir, Rice & Gardner (2014 Bond Program)	Application # 10	\$	<b>207,561.00</b>
Winning Way Services (Bentley Elementary)	Application # 1	\$	<b>14,125.00</b>

Resource person: Kevin McKeever, Administrator for Operations

**INFORMATION ITEM: REGION 4 MAINTENANCE AND OPERATIONS UPDATE**

This information item will be on the Board Agenda each month to provide updates on Region 4's progress with Maintenance and Operations. The following indicate actions that have taken place since the last Regular Board meeting.

**Work Request Summary for April, 2016:**

- The Department completed 2,450 requests
- The Department received 118 requests for the month

**Maintenance:**

The Maintenance Department assisted by:

- Repairing leaking faucets in the kitchen at Seguin Early Childhood Center
- Replacing the urinal drain gasket in the field house at Lamar Consolidated High
- Repairing the gym lighting at Foster High
- Repairing the intercom system at Seguin Early Childhood Center
- Replacing broken clocks at Adolphus Elementary
- Adding lock stabilizers on the doors at Powell Point
- Replacing the fire alarm system batteries at Velasquez Elementary
- Replacing window glass at Velasquez Elementary
- Replacing window glass at Frost Elementary
- Moving risers from the stage at Wertheimer Middle
- Repainting the walls around the water fountains at Briscoe Junior High
- Installing a lens cover in the elevator at George Junior High
- Hanging toilet paper dispensers in the boys restroom at George Junior High
- Repairing the marquee sign outside of George Junior High
- Repairing the shelf in the storage closet at McNeill Elementary
- Filling potholes in the parking lot at Meyer Elementary
- Repairing the kitchen wall at Meyer Elementary
- Replacing light bulbs at Satellite Transportation
- Repairing a chair rack at Beasley Elementary
- Installing a keyboard tray in an office at Navarro Middle
- Replacing ceiling tiles and repairing the roof of a portable at Hubenak Elementary
- Relocating a large mirror in the library at Foster High
- Repairing the seats in the gazebo at Smith Elementary
- Repairing the divider wall in the gym at Dickinson Elementary
- Installing a pencil sharpener in a classroom at Pink Elementary
- Repairing the keyboard tray in the computer lab at Williams Elementary
- Assembling easels in the gym at Pink Elementary
- Installing a new lock on a stall door in the girls restroom at McNeill Elementary

- Installing a toilet paper dispenser in the staff restroom at Pink Elementary
- Installing a soap dispenser in the boys restroom at Williams Elementary
- Replacing ceiling tiles throughout the building at Brazos Crossing
- Replacing door sweeps in the gym at Hutchison Elementary
- Installing a latch on the stall door in the girls restroom at Jane Long Elementary
- Repairing the stall door frame in the boys restroom at Thomas Elementary
- Replacing a keyboard tray in the library at Hubenak Elementary
- Replacing ceiling tiles in a classroom at Lamar Consolidated High
- Replacing ballast and bulbs in a light fixture at George Ranch High
- Hanging a wrestling banner in the hallway at George Ranch High
- Pressure washing the monument and concrete benches by the auditorium at Terry High
- Replacing the water filter in the ice machine at Terry High
- Clearing the sanitary sewer backup in the kitchen at Williams Elementary and Jane Long Elementary
- Replacing the electrical receptacle at Travis Elementary
- Reprogramming the intercom bell schedule at Navarro Middle
- Repairing the intercom system at Seguin Early Childhood Center
- Rekeying locks on various portable buildings district-wide
- Replacing fire alarm system batteries at Pink Elementary
- Replacing the fire alarm system relay module at the Special Needs Center
- Replacing the fire alarm system water flow module at Thomas Elementary
- Replacing the fire alarm smoke detector at Campbell Elementary
- Repairing the domestic water distribution piping at Terry High
- Repairing the drinking fountain at George Junior High
- Providing portable power for the car show at George Ranch High
- Providing portable power for the carnival at Williams Elementary
- Replacing the louvered lens cover in the elevator at George Junior High
- Repairing the telephone line in the portable used by Gilbane
- Resetting the intercom system at Wessendorff Middle
- Replacing the intercom system call button at Reading Junior High
- Resetting the fire alarm system dialer at Foster High
- Replacing the door glass at Campbell Elementary
- Replacing lightbulbs in the hallway at Brazos Crossing
- Hanging pictures in the front office at Velasquez Elementary
- Repairing a chair in a classroom at Lamar Consolidated High
- Replacing desks in an office at Brazos Crossing
- Installing a new pencil sharpener in the kitchen manager's office at Wessendorff Middle
- Repainting a wall in a classroom at Navarro Middle
- Replacing ceiling tiles in an office at Brazos Crossing
- Installing a new hanger for the fire extinguisher in a classroom at George Ranch High
- Re-installing mirrors in the boys restroom at Reading Junior High

- Installing a door window in an office at the Distribution Warehouse
- Hanging a clock in the library at Lamar Consolidated High
- Cleaning out the gutters on the north side of the building at Lamar Junior High
- Mounting record boards to the wall in the weight room in the field house at Lamar Consolidated High
- Installing a ballast in a light fixture in the girls dressing room at Terry High
- Installing a soap dispenser in the girls restroom at Terry High
- Replacing the ballast in the light fixture in the girls weight room at Terry High
- Installing a new toilet seat in the girls restroom at Terry High
- Installing door stops on the doors at Foster High
- Replacing ceiling tiles throughout the school at Seguin Early Childhood Center
- Repainting door frames at Seguin Early Childhood Center
- Replacing lamps on light fixtures in the bus shop area at Transportation
- Installing a new paper towel dispenser in a classroom at Smith Elementary
- Repairing a chair rack in the gym at Meyer Elementary
- Adding a clean out in the wall and unstopping a sink drain in the lounge at Pink Elementary
- Unclogging the sanitary sewer backup in the kitchen at Bowie Elementary
- Adding electrical components and receptacles for the contractors building the portables at Hubenak Elementary and Jackson Elementary
- Repairing the intercom system at Pink Elementary
- Replacing batteries on exit doors with alarms at George Ranch High
- Replacing the motor on an air compressor at Maintenance and Operations
- Replacing the fire alarm system horn/strobe at Navarro Middle
- Replacing the fire alarm system batteries at Travis Elementary
- Repainting the playground equipment at Smith Elementary
- Replacing light bulbs in the men's restroom at the Development Center
- Assembling furniture for the adult transition program at the Special Needs Center
- Re-installing the soap dispenser in the cafeteria kitchen at Jane Long Elementary
- Replacing ceiling tiles in the hallway at Hubenak Elementary
- Replacing the latch on a stall in the girls restroom at Thomas Elementary
- Installing a transition strip in the closet of the counselors office at Pink Elementary
- Patching holes in the driveway at the Development Center
- Removing the flag backdrop from the stage in the gym at Campbell Elementary
- Painting arrows on the running track at Travis Elementary
- Re-installing the fire alarm pull station in a classroom at Huggins Elementary
- Repainting the panic bars on the exit doors throughout the school at Taylor Ray Elementary
- Repainting the balance beams on the playground at Taylor Ray Elementary
- Replacing a ballast in the light fixture in the library at Dickinson Elementary
- Removing a cabinet from the wall at the Development Center
- Tightening the door stop for the men's restroom at Brazos Crossing

- Painting a cross walk in the front and back of the parking lot at Campbell Elementary
- Painting the ramps to the portables at Campbell Elementary
- Pressure washing the front of the school at Velasquez Elementary
- Replacing floor tile in the portable at the Alternative Learning Center
- Cleaning the dryer vent/hose in a classroom at Hubenak Elementary
- Re-gluing the cove base in the hallway at Hubenak Elementary
- Repairing the down spouts in the portable area at Smith Elementary

## **Energy Management**

Energy Management assisted by:

- Meeting with mechanical engineers of record for the following projects:
  - HVAC for practice pools
  - Boilers and set up for new locations
- Supplying available drawings of the present Ag Barn to the civil engineer
- Setting up electrical meters for the portables
- Setting up interviews of 5 companies that submitted the RFQ for the HVAC Agreement
- Replacing the motor on the rooftop unit at Lamar Consolidated High
- Attending the practice pool design meeting
- Setting up accounts for fire and security for Fulshear High and Leaman Junior High
- Receiving and processing pricing information on JCI controls
- Developing a proposal for chiller purchases
- Walking locations during the day and evening
- Observing the operation of HVAC equipment
- Observing small appliances, their location in the building and the safety of the way they are receiving power
- Receiving appliance permit applications from District locations

## **Custodial, Integrated Pest Control and Lawn Works:**

Custodial, Integrated Pest Control and Lawn Works assisted by:

- Extracting carpets in the 1<sup>st</sup> grade area at Pink Elementary
- Cleaning after a water polo tournament at the Natatorium
- Cleaning after a semi pro football game at Traylor Stadium
- Setting up and taking down chairs in the gym at Campbell Elementary
- Deep cleaning in the restrooms at Huggins Elementary
- Extracting carpets in multiple classrooms at Foster High
- Cleaning after the Southwest Junior Volleyball event at Briscoe Junior High

- Setting up and cleaning after the Administrative Professional Appreciation event at Velasquez Elementary
- Cleaning after the church services held at Adolphus Elementary
- Setting up and taking down tables and chairs at Powell Point
- Alligator monitoring at the pond at George Ranch High
- Providing rodent control at Lamar High, Terry High and Bowie Elementary
- Applying roach control at George Junior High and Wertheimer Middle
- Removing wasps from Bowie Elementary, Meyer Elementary, and Austin Elementary
- Assisting The Bug Man in applying pest control throughout the district
- Mowing at campuses throughout the District
- Mowing all high school athletic fields
- Painting the softball and baseball fields
- Delivering tables and chairs to Reading Junior High, Powell Point, Lamar High, and Briscoe Junior High
- Delivering the race car to Safari Texas
- Extracting and drying out carpets throughout the school at Campbell Elementary
- Extracting and drying carpets in the Principal and Secretary office at Thomas Elementary
- Mopping up water from flooding at Seguin Early Childhood Center
- Extracting water and drying the floors in the gym at Velasquez Elementary
- Setting up and taking down tables and chairs for the FFA banquet at Foster High
- Extracting and drying carpets at Meyer Elementary
- Setting up tables and chairs for the carnival at Wertheimer Middle
- Cleaning after the Spring Show at George Ranch High
- Checking schools for flood damage and preparing them for reopening district-wide
- Delivering risers from Foster High to Lamar Consolidated High
- Disassembling soccer goals at all of the athletic fields
- Clearing the storm drains at all campuses district-wide
- Trimming trees at campuses district-wide
- Setting up chairs and cleaning after the 1<sup>st</sup> grade program at Campbell Elementary
- Setting up and taking down chairs for the choir concert at Hutchison Elementary
- Extracting carpets in the band hall at Foster High
- Deep cleaning the classrooms and mechanical room at Wertheimer Middle
- Deep cleaning and disinfecting the boys restroom at McNeill Elementary
- Setting up tables and chairs and prepping the field house for football games at Terry High
- Assisting in the clean-up of Special Olympics at Traylor Stadium
- Setting up and cleaning after the swim meet at Lamar Natatorium
- Extracting carpets at Pink Elementary
- Setting up tables and chairs in the gym for the carnival at Hubenak Elementary
- Cleaning up after the movie night event at Arredondo Elementary



- Setting up and cleaning after the Autorama car show held at George Ranch High
- Deep scrubbing of the cafeteria floor at Briscoe Junior High
- Cleaning and disinfecting the storage room at Lamar High
- Removing wasps from Williams Elementary, Bowie Elementary and Jane Long Elementary
- Removing bats from Smith Elementary

Resources: Kevin McKeever, Administrator for Operations  
Aaron Morgan, Director of Maintenance & Operations (Region 4)  
Hector Gomez, Assistant Director of Operations  
James Carrillo, Assistant Director (Region 4)



**11.A.#5a. – PLANNING  
BOARD REPORT  
MAY 19, 2016**

**Monthly Report  
2011 Bond Program**

**EXECUTIVE SUMMARY**

**EXECUTIVE REPORT**

	<u>BUDGET</u>	<u>COMMITTED</u>	<u>UNCOMMITTED</u>	<u>PAID</u>
<b>NEW FACILITIES</b>	194,974,824.00	11,197,956.55	17,002,410.99	166,774,456.46
<b>EXISTING FACILITIES</b>	23,734,459.00	146,866.95	4,778,974.62	18,808,460.67
<b>LAND</b>	2,918,653.00	1,600.00	294.19	2,916,758.81
<b>TRANSPORTATION</b>	6,100,779.00	-	836,905.00	5,263,874.00
<b>TECHNOLOGY</b>	21,168,000.00	17,763.29	2,536,421.63	3,951,362.55
<b>MISCELLANEOUS</b>	-	-	-	-
<b>TOTAL</b>	<u>248,896,715.00</u>	<u>11,364,186.79</u>	<u>25,155,006.43</u>	<u>197,714,912.49</u>



*Churchill Fulshear (Jr.) HS is part of a new 101 acre campus in Fulshear, TX. It includes a 350,000 sf main building, 32,400 sf field house, teacher and student parking, separate bus drop-off, dual gymnasiums, dedicated CTE spaces, competition and practice ball fields, tennis courts and band practice areas.*

## **Current 2011 Bond Program Projects:**

### **Churchill Fulshear (Jr.) HS, & sitework:**

*(Refer to Design Development booklet for floor plans)*

Project meetings with PBK, Drymalla, Gilbane, and LCISD are continuing on a bi-weekly basis.

- ❖ Punch list walks for both schools are ongoing.
- ❖ Ceramic tile is 100% complete down Main Street.
- ❖ Commons area floor tile is complete. Ceiling grid and ceiling tile is complete.
- ❖ Kitchen appliances have been delivered and are installed. Inspections of the kitchen equipment are ongoing.
- ❖ Smart boards, projectors, casework, and marker boards are installed.
- ❖ Bathroom fixtures, partitions, and accessories are complete.
- ❖ Fire alarm wiring and speaker wire is ongoing.
- ❖ MDF and IDF rooms are ongoing.
- ❖ All fire pipe and heads are 100% complete.
- ❖ Lighting and chairs are complete in the auditorium.
- ❖ Gym floors are complete. Bleachers, scoreboards, and final paint complete.
- ❖ Track has been filled, tested, and asphalt is complete.
- ❖ Site irrigation is ongoing and near completion. Install of irrigation sprinkler heads are ongoing.
- ❖ The concessions stand MEP ongoing.
- ❖ Stadium lighting is installed.
- ❖ Competition football field is sodded, scoreboard, goal post, bleachers, press box all installed.
- ❖ Tennis court surfacing is complete. Netting is installed.
- ❖ Baseball competition fencing is complete, bleachers and press box are installed.
- ❖ Baseball field netting is installed.
- ❖ Site sodding and hydro-mulch is ongoing and near complete.
- ❖ Tie in to FM 1093 subgrade is ongoing.
- ❖ Detention pond work is ongoing.
- ❖ Fire alarm testing is ongoing.
- ❖ Health department initial inspection complete. Punch list items are currently ongoing.
- ❖ Installations of poplar panels are ongoing in the auditorium.
- ❖ Approximately 99% of the site paving is complete.



### Fieldhouse

- ❖ Standing seam roof panels are complete.
- ❖ MEP installation is ongoing and near completion.
- ❖ Installation of ceiling tile is 95% complete.
- ❖ Casework is ongoing and 95% complete.
- ❖ CMU walls are installed. Finish paint is ongoing.
- ❖ Restroom partitions and accessories are complete.
- ❖ Epoxy flooring is complete.



### **Dean Leaman JHS**

- ❖ Floor tile in the cafeteria is complete. Fur downs, lighting fixtures, and ceiling tile are installed.
- ❖ Finish painting ongoing down Main Street.
- ❖ Gym flooring is complete and final sealed, finish paint is complete. Scoreboards and bleachers are installed.
- ❖ Case work is near completion.
- ❖ Restroom partitions, epoxy flooring, and accessories are complete.
- ❖ Smart boards, projectors, casework, and marker boards installation are complete.
- ❖ Punch list walks are ongoing.
- ❖ IDF and MDF rooms build out is ongoing.
- ❖ Ceiling in the cafeteria is complete.
- ❖ Installation of VCT flooring is near completion.
- ❖ Epoxy flooring is complete.
- ❖ Door hardware is ongoing.



### **Satellite Transportation Center Phase II:**

- ❖ Certificate of Occupancy was issued February 9, 2016.

*Dean Leaman JHS is part of a new 101 acre campus in Fulshear, TX. It includes a 203,000 sf building, teacher and visitor parking, separate bus drop-off, competition and practice ball fields, dual gymnasiums and dedicated CTE spaces.*

## **2011 Bond Closed Projects:**



**Adolphus Elementary**

### ***Adolphus Elementary***

New 90,700 sf elementary school located in Longmeadow Farms Subdivision in Richmond, TX. The campus includes 42 classrooms with Promethean boards, gymnasium with stage, music room, library, play areas, teacher and visitor parking, and separate bus drop off areas.

*Uncommitted funds as of May 1, 2016: \$968,368.51*



**Ag Barn renovations**

### ***Agricultural Barn Renovations***

The renovation included adding a new 10' canopy around  $\frac{3}{4}$  of the building, added ventilation fans, new men and women restroom facilities, an interior storage room, grading and drainage work around the building perimeter, new electronic gate software, additional security cameras, and new tarps for all of the animal pens.

*Uncommitted funds as of May 1, 2016: \$59,322.73*



**George Ranch HS Shell Build-Out**

### ***George Ranch High School Build-Out***

The project included the build-out of 14 standard classrooms and 4 science labs inside the existing high school building.

*Uncommitted funds as of May 1, 2016: \$1,000,871.28*



**Polly Ryon Middle School**

### ***Polly Ryon Middle School***

The project included a new 80,000 sf middle school campus located on the existing George Ranch HS complex in Richmond, TX. The facility includes 22 classrooms with SMART board technology, a cafeteria with performance stage, library, 5 science labs, dedicated fine arts rooms, visitor and staff parking, and separate bus drop off areas.

*Uncommitted funds as of May 1, 2016: \$1,083,368.69*

### ***Traylor Stadium Track & Turf***

The project included the replacement of the turf and subgrade for the competition football field, as well as installation of a new track surface.

*Uncommitted funds as of May 1, 2015: \$0.00*



**Traylor Stadium Track & Turf**

### ***District Competition Natatorium***

The District Natatorium is a new 36,000 sf competition swimming facility with an eight lane heated pool, diving well, weight room, classrooms, offices, spectator seating, and judges stands. The complex is located adjacent to Traylor Stadium in Rosenberg, TX.

*Uncommitted funds as of May 1, 2016: \$495,714.05*



**BF Terry High School**

### **Miscellaneous Renovations (2013) to Terry HS, Lamar HS, George JHS, Jackson ES & Bowie ES**

*Terry High School (Rosenberg, TX):* Renovations included a 6,200 sf addition for 2 art rooms and 1 standard classroom; remodel of the CTE areas to include to new PLTW classrooms and shop area; remodel of the existing wood shop to include new storage, exterior doors and an added classroom; remodel of the existing Ag shop and classroom to include new welding stations and integrated oxygen/acetylene manifold system and a new canopy and graphics at the campus main entry. All classrooms received new marker boards and homeland security locksets. Additional project upgrades included resurfacing the existing tennis courts.

*Uncommitted funds as of May 1, 2016: \$600,993.12*

**George Junior High School**



**Lamar High School**

*George Junior High School (Rosenberg, TX):* Renovations included new paint and graphics in both gyms and floor resurfacing in the competition gym; chilled water piping was replaced throughout the school; remodel of the existing Ag shop, storage and office areas; additional security cameras were added and homeland security locksets were added to all classrooms. Additional project upgrades included floor resurfacing, and repair in the competition gymnasium.

*Uncommitted funds as of May 1, 2016: \$423,579.04*



**Bowie Elementary School**

*Lamar Consolidated High School (Rosenberg, TX):* Renovations to the CTE areas of the school included relocation of exhaust systems in the existing Auto-tech shop; outfitting of lifts and exhaust for a future auto-tech shop expansion; repair and painting of the exterior yard vehicle canopy and fenced enclosure; new electronic gate for vehicle storage area; new exhaust hood system in the Ag shop and installation of an integrated oxygen/acetylene manifold system.

*Uncommitted funds as of May1, 2016: \$13,575.35*



**Jackson Elementary School**

*Bowie Elementary School (Rosenberg, TX):* Renovations included replacement or modification of existing classroom casework; new classroom doors; a new sidewalk from the school to Ruby Street; ceiling tile replacement; grading and drainage work and all classrooms received homeland security locksets.

*Uncommitted funds as of May 1, 2016: \$184,453.45*

*Jackson Elementary School (Rosenberg, TX):* Renovations included a 470 sf kitchen addition with an office, laundry and restrooms; all flooring was replaced in the hallways with ceramic or vinyl tile; an additional canopy was installed outside the gymnasium; restrooms were renovated to remove trough urinals; various HVAC equipment was replaced; library doors were replaced and all classrooms received homeland security locksets. Additional project upgrades included new HVAC controls for the entire school.

*Uncommitted funds as of May 1, 2016: \$658,591.95*



Alternative Learning Center

**Miscellaneous Renovations (2014) to Alternative Learning Center, Austin ES, Beasley ES, Foster HS, Lamar JHS, Lamar HS, Taylor Ray ES & Travis ES, --Closeout of the project is expected in January, 2015.**

*Alternative Learning Center (Rosenberg, TX):* The project included a 2,770 sf addition for administrative offices, inspection, security and a clinic, as well as renovations to existing student restrooms, conversion of old offices to computer lab and conference areas, and ventilation, exhaust and new wood storage for the Ag shop.

*Uncommitted funds as of May 1, 2016: \$20,652.00*



Austin Elementary School

*Austin Elementary School (Richmond, TX):* The project included replacement of all air handlers; remodel of life skills storage area into a restroom; enclosure of existing mop sinks in mechanical rooms and removal/replacement of sidewalks around the perimeter of the building to address drainage issues.

*Uncommitted funds as of May 1, 2016: \$131,466.50*



Foster High School

*Foster High School (Richmond, TX):* Renovations to the Ag shop included additional welding stations with exhaust hoods, a new exterior canopy, covered material storage areas and installation of an integrated oxygen/acetylene manifold system.

*Uncommitted funds as of May 1, 2016: \$59,641.00*



Lamar High School

*Lamar Consolidated High School (Rosenberg, TX):* This project included replacement of two existing cooling towers at the Central plant serving the high school and junior high, as well as replacement of the boiler in the Lamar HS Fieldhouse.

*Uncommitted funds as of May 1, 2016: \$13,575.35*



Travis Elementary School

*Travis Elementary School (Rosenberg, TX):* The project included a new parent drop-off drive and canopy along Avenue K; a new staff parking lot at the rear of the school; boiler replacement and tie in of a chilled water loop for the HVAC system.

*Uncommitted funds as of May 1, 2016: \$29,923.47*

*Beasley Elementary School (Beasley, TX):* The project included the replacement of all air handlers in the building that had reached the end of their life cycle. (no photo)

*Uncommitted funds as of May 1, 2016: \$18,379.72*

*Lamar Junior High School (Rosenberg, TX):* The project included replacement of two boilers that had reached the end of their life cycle. (no photo)

*Uncommitted funds as of May 1, 2016: \$19,602.13*

*Taylor Ray Elementary School (Rosenberg, TX):* Renovations consisted of the replacement of student restroom exhaust fans that had reached the end of their life cycle. (no photo)

*Uncommitted funds as of May 1, 2016: \$16,764.57*



Arredondo Elementary School

**Arredondo Elementary School (Richmond TX):**

A new 12 acre campus consisting of an 90,700 sf building, parking and play areas located in Summer Park subdivision in Richmond, TX.

*Uncommitted funds as of May 1, 2016: 1,668,190.94*



Traylor Stadium

**The Traylor Stadium:**

This project included demolition of existing concession and restroom facilities, as well as the construction of a new long jump area and 3 new restroom/concession and ticket booth buildings to serve the stadium. New fencing was installed and parking was reconfigured and striped.

*Uncommitted funds as of May 1, 2016: \$521,731.17*



Meyer Elementary

**Miscellaneous Renovations (2015) to Campbell ES, Frost ES, Pink ES, Meyer ES, Dickinson ES, Williams ES, Smith ES, Navarro MS, Wessendorff MS & Seguin Early Childhood Center:**

*Campbell Elementary School (Sugar Land, TX) – Provided web-based HVAC Controls Uncommitted funds as of May 1, 2016: \$7,342.99*

*Frost Elementary School (Richmond, TX) – Provided web-based HVAC Controls Uncommitted funds as of May 1, 2016: \$ 11,091.00*

*Pink Elementary School (Richmond, TX) – Provided web-based HVAC Controls Uncommitted funds as of May 1, 2016: \$7,743.00*



Navarro MS

*Meyer Elementary School (Richmond, TX) – Replaced existing electric drinking fountain with manual drinking fountain. Replaced existing boiler. Renovated an existing set of restrooms to meet ADA standards. Installed new canopy adjacent to existing canopy. Uncommitted funds as of May 1, 2016: \$29,019.00*



Dickinson Elementary

*Dickinson Elementary School (Sugar Land, TX) – Installed new handicap accessible sink and free standing utility sink in art room. Replaced existing electric drinking fountain with manual drinking fountain. Replaced and relocated electric water heaters. Replaced existing boiler. Uncommitted funds as of May 1, 2016: \$21,698.57*

*Williams Elementary School (Richmond, TX) – Upgraded exterior lighting. Uncommitted funds as of May 1, 2016: \$247,843.00*

*Smith Elementary School (Rosenberg, TX) – Replaced existing boiler.*

*Navarro Middle School (Rosenberg, TX) – Replaced existing drainage area to resolve parking lot flooding. Installed new drive. Installed new wall pack lighting. Uncommitted funds as of May 1, 2016: \$33,513.01*



*Wessendorff Middle School (Rosenberg, TX) – Replaced existing boiler. Uncommitted funds as of May 1, 2016: \$6,580.82*



**Seguin Early Childhood Center**

*Seguin Early Childhood Center (Richmond, TX) – Installed new parking lot and canopy to provide safe drop-off area. Replaced existing electric drinking fountain with manual drinking fountain. Replaced windows in office and classroom areas. Uncommitted funds as of May 1, 2016:\$53,371.11*



## District Map and Directory

[www.lcisd.org](http://www.lcisd.org)

### HIGH SCHOOLS

- 1 Foster High School 832-223-3800
- 2 George Ranch High School 832-223-4200
- 3 Lamar Consolidated High School 832-223-3000
- 4 Terry High School 832-223-3400

### JUNIOR HIGH SCHOOLS

- 5 Briscoe Junior High 832-223-4000
- 6 George Junior High 832-223-3600
- 7 Lamar Junior High 832-223-3200
- 8 Reading Junior High 832-223-4400

### MIDDLE SCHOOLS

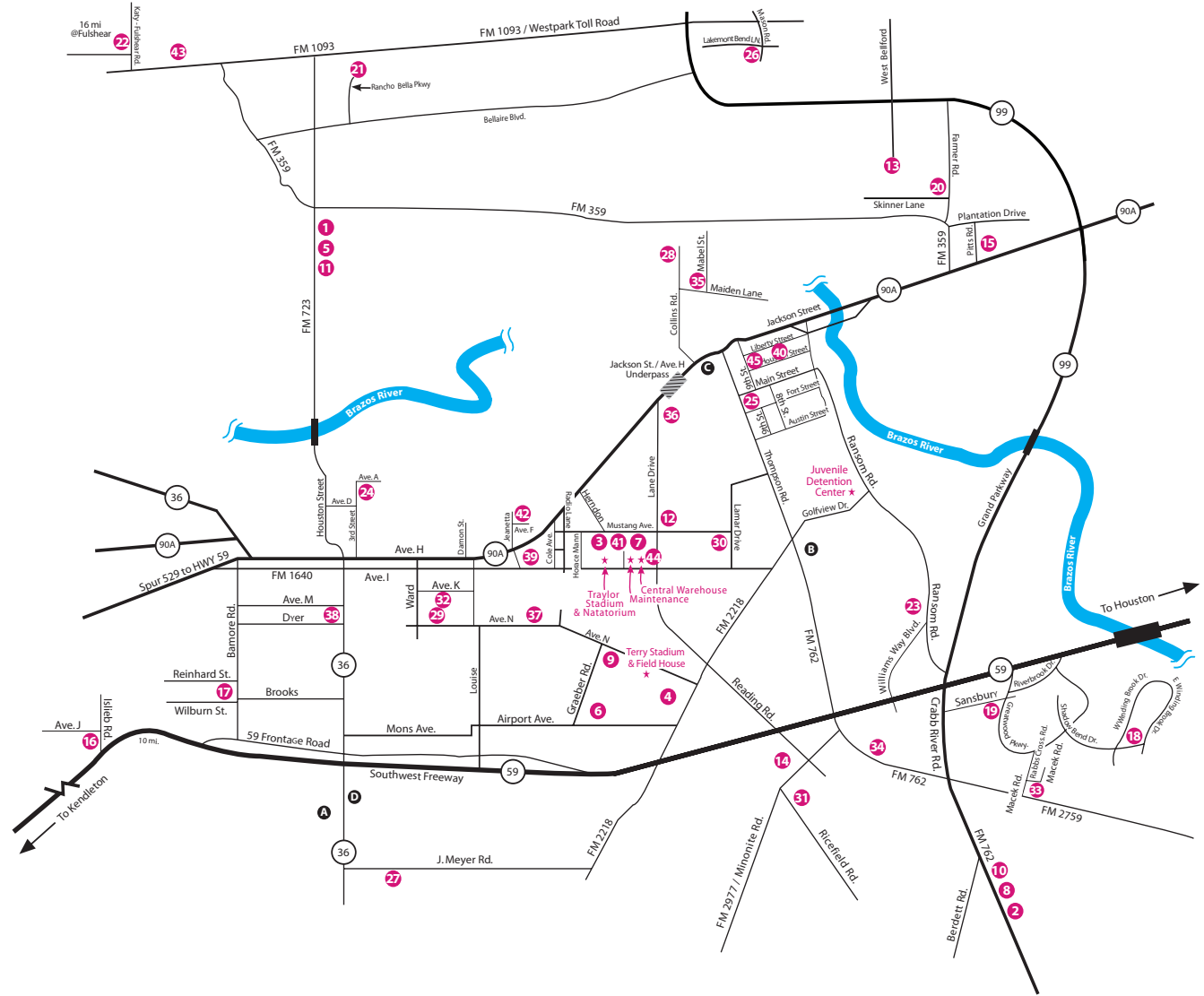
- 9 Navarro Middle 832-223-3700
- 10 Ryon Middle 832-223-4500
- 11 Wertheimer Middle 832-223-4100
- 12 Wessendorff Middle 832-223-3300

### ELEMENTARY SCHOOLS

- 13 Adolphus Elementary 832-223-4700
- 14 Arredondo Elementary 832-223-4800
- 15 Austin Elementary 832-223-1000
- 16 Beasley Elementary 832-223-1100
- 17 Bowie Elementary 832-223-1200
- 18 Campbell Elementary 832-223-1300
- 19 Dickinson Elementary 832-223-1400
- 20 Frost Elementary 832-223-1500
- 21 Hubenak Elementary 832-223-2900
- 22 Huggins Elementary 832-223-1600
- 23 Hutchison Elementary 832-223-1700
- 24 Jackson Elementary 832-223-1800
- 25 Long Elementary 832-223-1900
- 26 McNeil Elementary 832-223-2800
- 27 Meyer Elementary 832-223-2000
- 28 Pink Elementary 832-223-2100
- 29 Ray Elementary 832-223-2400
- 30 Smith Elementary 832-223-2300
- 31 Thomas Elementary 832-223-4600
- 32 Travis Elementary 832-223-2500
- 33 Velasquez Elementary 832-223-2600
- 34 Williams Elementary 832-223-2700

### DISTRICT FACILITIES/SPECIAL SITES

- 35 Seguin ECC 832-223-2200
- 36 1621 Place 832-223-0950
- 37 Administrative Annex 832-223-0000
- 38 Alternative Learning Center 832-223-0900
- 39 Brazos Crossing Admin Building 832-223-0000
- 40 Common Threads 832-223-0342
- 41 Development Center 832-223-0000
- 42 Fort Bend Alternative School 281-239-3431
- 43 Fulshear Transportation Center 832-223-0551
- 44 Rosenberg Transportation Center 832-223-0289
- 45 Special Needs Center 832-223-0960



**EXECUTIVE SUMMARY**

Bond Sale 1	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Carl Briscoe Bentley Elementary School (#24)	22,010,055.00	19,826,428.00	2,312,120.00	4,605,471.83	22,010,055.00
Kathleen Joerger Lindsey Elementary School (#25)	23,770,861.00	1,548,495.00	22,224,316.00	782,495.91	23,770,861.00
Elementary 26	24,959,404.00	1,002,386.00	23,957,018.00	103,000.00	24,959,404.00
FHS Baseball	40,000.00	29,250.00	10,750.00	27,450.00	40,000.00
FHS Water Plant	990,000.00	48,000.00	942,000.00	30,000.00	990,000.00
HVAC Web Controls	1,056,000.00	54,000.00	1,002,000.00	0.00	1,056,000.00
LCHS Band Hall	700,000.00	30,000.00	670,000.00	30,000.00	700,000.00
Pink Elementary- Foundation	1,056,000.00	168,960.00	887,040.00	108,960.00	1,056,000.00
Practice Pool - Foster High School	8,855,872.00	491,598.00	8,364,274.00	20,400.00	8,855,872.00
Practice Pool - Fulshear High School	8,855,872.00	491,598.00	8,364,274.00	20,400.00	8,855,872.00
Practice Pool - George Ranch High School	8,855,872.00	491,598.00	8,364,274.00	20,330.00	8,855,872.00
Support Services Center	12,146,000.00	589,690.00	11,573,310.00	550,505.00	12,146,000.00
THS Band Hall	700,000.00	30,000.00	670,000.00	30,000.00	700,000.00
THS Baseball	975,000.00	48,000.00	927,000.00	26,000.00	975,000.00
<b>Sub Total - Bond Sale 1</b>	<b>114,970,936.00</b>	<b>24,850,003.00</b>	<b>90,268,376.00</b>	<b>6,355,012.74</b>	<b>114,970,936.00</b>
<b>Bond Sale 2</b>					
Elementary 27	24,959,404.00	1,002,385.00	23,957,019.00	0.00	24,959,404.00
Elementary 28	26,207,374.00	1,002,385.00	25,204,989.00	0.00	26,207,374.00
Fulshear 6th Grade School	22,342,493.00	893,700.00	21,448,793.00	0.00	22,342,493.00
Fulshear Shell	3,849,077.00	179,026.00	3,670,051.00	0.00	3,849,077.00
Satellite Ag Barn	3,786,750.00	189,000.00	3,597,750.00	0.00	3,786,750.00
<b>Sub Total - Bond Sale 2</b>	<b>81,145,098.00</b>	<b>3,266,496.00</b>	<b>77,878,602.00</b>	<b>0.00</b>	<b>81,145,098.00</b>
<b>Grand Total</b>	<b>196,116,034.00</b>	<b>28,116,499.00</b>	<b>168,146,978.00</b>	<b>6,355,012.74</b>	<b>196,116,034.00</b>

**PROGRAM OVERVIEW**

Vanir | Rice & Gardner are serving as the Program Managers for the 2014 Bond Program for Lamar CISD. In this role, we provide leadership for managing individual projects, and interface with architects, and contractors. We are the liaison between Lamar CISD Administration, Departments and schools to coordinate all activities necessary to successfully complete each project.

We also provide program wide oversight and look for efficiencies, cost reduction and quality assurance opportunities.

**Accomplishments This Month:**

- Awarded the construction contract for the new Kathleen Joerger Lindsey Elementary School (#25).
- Finalized the program development phase for the practice pools at three high schools.
- Initiated the design process for the Huggins Elementary School driveway improvements.
- Completed Engineering Consultants selection process for the Water Plant Upgrades at Foster High School and the HVAC Web-Based Controls at various schools.

## CARL BRISCOE BENTLEY ELEMENTARY SCHOOL



Lamar ISD Elementary School #24

Image # 160422 6407  
Date : 04.22.2016  
888.542.0231

### OVERVIEW

- Underground utility site work is 90% complete.
- Drilled piers are 100% complete at the building/canopies and 50% complete at light poles.
- Grade beam placement is approximately 60% complete with another 20% being formed.
- Concrete paving on the parking lots and drives is approximately 50% complete.
- The rain on April 18, 2016 flooded the open foundations and slowed the progress of the work. Contractor will revise the sequence of construction to make up the lost time.
- As of 4/30/16, the construction contract is approximately 24% complete.

### SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Start: October 16, 2015
- Contract Completion: November 18, 2016

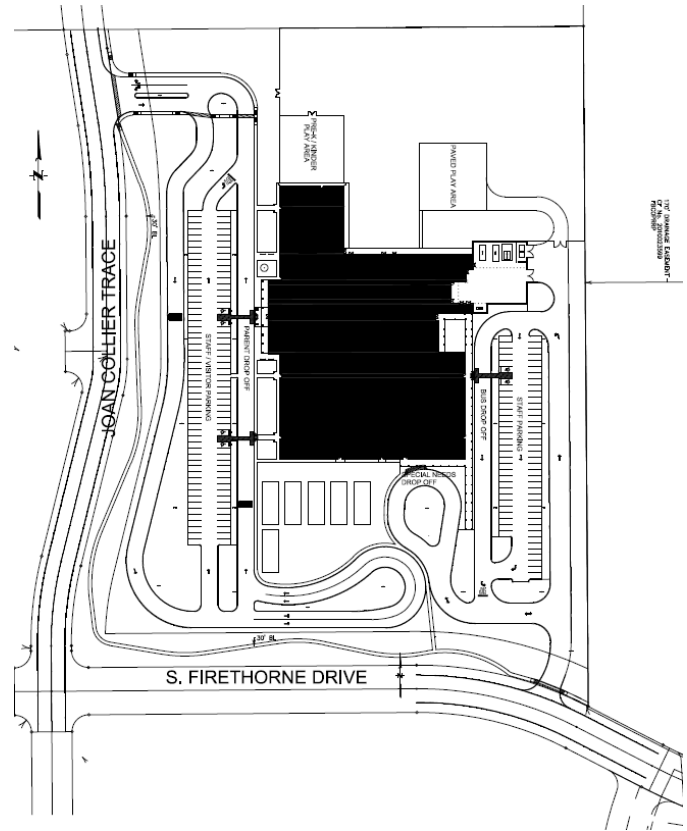
# KATHLEEN JOERGER LINDSEY ELEMENTARY SCHOOL

OVERVIEW | VIEW OF FRONT ELEVATION  
Architectural Images



## SCHEDULE MILESTONES

- Current Phase: Construction Documents
- Construction Start: April 22, 2016
- Construction Completion: June 23, 2017



## OVERVIEW

- The site is located in the Firethorne Subdivision in the north area of the District.
- Drymalla Construction was awarded the construction contract at the April Board Meeting.
- Notice to Proceed was issued on April 22, 2016.

## **NEW ELEMENTARY SCHOOL #26 & #27**

### **SCHEDULE MILESTONES**

- Current Phase: Programming
- Construction Start: 2<sup>nd</sup> Quarter 2017
- Contract Completion: Third Quarter 2018

### **OVERVIEW**

- VLK Architects was selected in March 2016 for the design of new Elementary Schools #26, #27, and #28.
- The start of the process will consist of reviewing the curriculum and the educational delivery methods used by Lamar CISD.
- A Building Committee has been established to assist the architects in visioning how a new school should be designed to meet the needs of the District.
- A concept design will be developed using a “Design Charrette” process with the Building Committee during the month of May 2016.
- Sites have not yet been identified for these schools.

## PINK ELEMENTARY SCHOOL



### OVERVIEW

#### **Pink Elementary School Repairs**

- Work to repair Pink Elementary School will be broken into two phases:
- Phase 1 will replace damaged underground storm and sanitary piping during the summer of 2016.
- Phase 2 will repair the cracks in exterior and interior walls, adjust ceilings, adjust doors that need alignment and re-level some floor areas.

### SCHEDULE MILESTONES

- Current Phase: Design Development
  - Phase 1 Plumbing Repairs
- Construction Start: June 2016
- Construction Completion: August 2016
  - Phase 2 Crack Repairs
- Construction Start: June 2017
- Construction Completion: August 2017



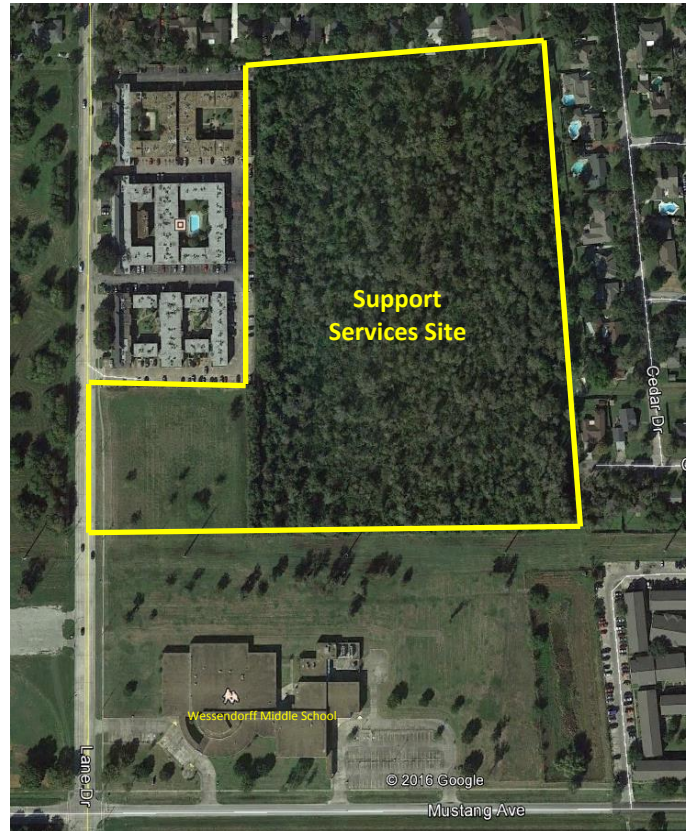
## SUPPORT SERVICES CENTER



*The Support Services facility project will provide space to expand and relocate Purchasing and Materials Management, Food Service Support, Maintenance and Operations, and Graphic Arts*

### **SCHEDULE MILESTONES**

- Current Phase: Programming
- Construction Start: 4<sup>th</sup> Quarter 2016
- Construction Completion: 3<sup>rd</sup> Quarter 2017

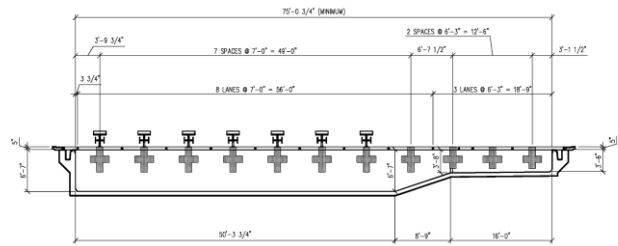
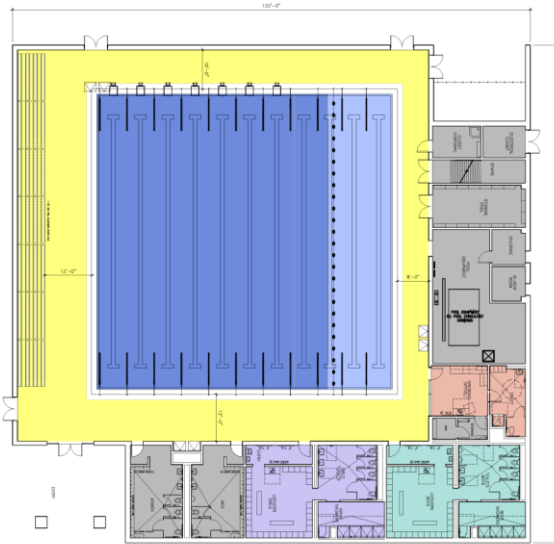


### **OVERVIEW**

- A building program identifying the required spaces for each department, parking and staff counts has been completed and reviewed with user groups.
- Preliminary construction costs estimates have been received and the Building Committee will review the planned scope of work.

# PRACTICE POOLS

George Ranch High School  
Foster High School  
Fulshear High School



## SCHEDULE MILESTONES

- Current Phase: Program Development
- Construction Start: Under Review
- Construction Completion: Under Review

## OVERVIEW

- The Program Development phase has been completed and has established:
  - Site locations of the Practice Pools at each campus.
  - The building size and pool configuration.
- The next step is for the Board to approve the Program and authorize Design Phase to commence.

## BASEBALL COMPLEX

### Terry High School



#### **SCHEDULE MILESTONES**

- Current Phase: Program Development
- Construction Start: 3<sup>rd</sup> Quarter 2016
- Construction Completion: 2<sup>nd</sup> Quarter 2017

#### **OVERVIEW**

- Building Committee Meeting held on April 7, 2016.
- Conceptual design and cost breakdown submitted for the Building Committee's review and recommendation.
- Revised Conceptual design and revised cost breakdown based on the Building Committee's recommendation to be submitted at Building Committee on May 2, 2016.

## **BAND HALL ADDITIONS**

### **Lamar Consolidated High School**

### **Terry High School**



Lamar Consolidated High School Band Hall Addition



Lamar Consolidated High School Band Hall Addition



Terry High School Band Hall Addition



Terry High School Band Hall Addition

### **SCHEDULE MILESTONES**

- Current Phase: Program Development
- Construction Start: 4<sup>th</sup> Quarter 2016
- Construction Completion: 3<sup>rd</sup> Quarter 2017

### **OVERVIEW**

- Building Committee first met on April 25, 2016 to review the needs of the projects.
- Conceptual design and cost breakdown based on the Building Committee's program needs to be reviewed at the next Building Committee in May 2016.

## **SATELLITE AG BARN #3**

### **SCHEDULE MILESTONES**

- Current Phase: Program Development
- Construction Start: Pending Site Selection
- Construction Completion: TBD

### **OVERVIEW**

- A detailed program of requirements and building area requirements have been developed by the Architects following multiple meetings with the Building Committee.
  - Satellite Ag Barn #2 and #3 are being programmed together.
  - A site for the Satellite Ag Barn #3 has not been selected.
  - Project is on hold until a site has been identified.
- 

## **HUGGINS ELEMENTARY SCHOOL NEW PARENT DRIVE**

### **SCHEDULE MILESTONES**

- Current Phase: Design
- Construction Start: 4<sup>th</sup> Quarter 2016
- Construction Completion: 2<sup>nd</sup> Quarter 2017

### **OVERVIEW**

- Preliminary scope review meeting with VLK Architects was held at Huggins ES in April 2016.
- Planned work will add off-street parent drop-off/pick-up to relieve the traffic congestion on the streets leading up to the school.
- Additional on-site parking is also planned.
- Site surveying was underway to identify the site conditions at Huggins ES to be used in the design.

## FUTURE PROJECTS

### OVERVIEW

- The future projects in the 2014 Bond Program will be reported on as they begin:
  - **Bond Sale 1**
    - a. **Foster HS Water Plant**
    - b. **HVAC Web-Based Controls**
  - **Bond Sale 2**
    - a. **Elementary #28**
    - b. **Fulshear 6<sup>th</sup> Grade School**
    - c. **Fulshear Shell Space Build-Out**
- 

## COMPLETED PROJECTS

**Foster High School Baseball Scoreboard      Completed March 2016**

**INFORMATION ITEM: TRANSPORTATION UPDATE**

**PERSONNEL CHANGES:**

During the month of April, the following changes were made:

Trainees hired:	0
Full time drivers hired:	0
Bus aides hired:	0
Drivers resigned	1
Bus Aides resigned	2

As of the date of this report, we have:

Total drivers in training	1
Waiting on skills test	2
Ready to take a route	0

**ACCIDENTS:**

There were three (3) accidents in April.  
There were two (2) accidents in March.

<u>Date</u>	<u>Bus #</u>	<u>Track</u>	<u>Preventable</u>	<u>Action</u>
04/04/16	238	Field Trip	Preventable	Hit another bus in lot
04/05/16	416	Terry/SPED	Preventable	Hit gate at apt. complex
04/07/16	254	Foster	Non-Preventable	Rear ended at McNeill

**FIELD TRIPS:**

<u>Site</u>	<u>Number of Trips</u>	<u>Miles</u>
Rosenberg	381	28,890
Fulshear	99	10,372

**VEHICLE MAINTENANCE:**

The Maintenance Department responded to a total of fifteen (15) breakdowns where the bus needed attention or replacement on the road.

<u>Fuel Usage (gallons)</u>	<u>Rosenberg</u>	<u>Fulshear</u>
Diesel	28,394	4919
Fulshear	13,256	289

**ROUTING AND SCHEDULING:**

We have the following routes in operation at the present time. A full ABDE route is one route that covers A-morning elementary, B-morning secondary, D-afternoon elementary, and E-secondary.

Full ABDE routes	139
Partial routes	25
Special Needs routes	34
Special Needs mid-days	28
Pre-K mid-days	12
Doubled runs	3

**TRAINING AND OTHER EVENTS:**

Mike Jones is a committee member on the Texas Association for Pupil Transportation (TAPT) Speech Scholarship Contest. The speech contest is open to all high school students in the state. The theme for the contest this year was “#StopOnRed”. Regional contests are held at the Regional Education Service Centers with winners advancing to the state contest in Waco on April 18. Over \$9,000 in scholarships were given to high school students by TAPT that day. Foster High School senior Oluwapelumi Oloyede was a competitor at the state contest, and although she did not win, she did a great job with her speech.

**STUDENT DISCIPLINE:**

A total of 290 discipline reports were issued in April, up from 182 in March. The increase is very typical as we approach the end of the year and have more school days in April.

Resource Persons: Kevin McKeever, Administrator for Operations  
Mike Jones, Director of Transportation



**INFORMATION ITEM: PROJECTS FUNDED BY 2011 AVAILABLE BOND FUNDS**

**PLACEMENT OF ADDITIONAL SIX (6) FOOT FENCE**

The M&O Department has completed gathering information for the installation of new six (6) foot galvanized fence. These are estimates the Department has put together for an overall specification for vendors to address. The elementary school principals will now be consulted with to finalize the specification. The current schedule is to bring a successful contractor to the Regular Board Meeting in June. Below is the list of elementary school campuses that are considered:

Austin Elementary	1,410 ft @ \$20/ft = \$28,200
Beasley Elementary	1,390 ft @ \$20/ft = \$27,800
Bowie Elementary	1,776 ft @ \$20/ft = \$35,520
Campbell Elementary	1,845 ft @ \$20/ft = \$36,900
Dickinson Elementary	695 ft @ \$20/ft = \$13,900
Frost Elementary	645 ft @ \$20/ft = \$12,900
Hubenak Elementary	490 ft @ \$20/ft = \$ 9,800
Hutchison Elementary	470 ft @ \$20/ft = \$ 9,400
Huggins Elementary	645 ft @ \$20/ft = \$12,900
Long Elementary	1,350 ft @ \$20/ft = \$27,000
McNeill Elementary	1,600 ft @ \$20/ft = \$32,000
Meyer Elementary	1,535 ft @ \$20/ft = \$30,700
Pink Elementary	1,570 ft @ \$20/ft = \$31,400
Ray & Travis Elementary	1,745 ft @ \$20/ft = \$34,900
Thomas Elementary	30ft @ \$20/ft = \$ 600 + gates
Velasquez Elementary	395 ft @ \$20/ft = \$ 7,900
Williams Elementary	1,755 ft @ \$20/ft = \$35,100

**CHILLER REPLACEMENTS:**

The department prepared specifications and looked at multiple cooperatives that have chiller companies that can replace this type of HVAC equipment.

Wessendorff	(2) 185 ton
Travis Elementary	(1) 140 ton
Alternative Learning Center	(1) 30 ton
Seguin Early Childhood Center	(1) 140 ton
Frost Elementary	(2) 215 ton
Huggins Elementary	(1) 185 ton

With the assistance from the Purchasing Department, multiple cooperatives will be approached to submit quotes. The specification is now complete and the RFQuote process will begin. The next steps will be for the Board to approve the successful bidder and the funding source.

## **PARKING LOT LIGHTING RETROFIT:**

Maintenance and Operations and the Purchasing Department have secured pricing for this project through the BuyBoard Cooperative using Inline Electrical Solutions. Since the District is a member of the Schools Conserving Resources Program (SCORE), it does qualify to receive possible rebates. The actual amount of incentives will not be known until the project has been approved and a known completion date is established. The funds in the SCORE program are budgeted annually and are subject to availability. The latest discussion with our representative indicates that all current funds in the program are accounted for this year. We want to maximize the SCORE Program rebate and are not ready to bring this project to the Board for approval at this time.

Resource Person: Kevin McKeever, Administrator for Operations

## **INFORMATION ITEM: BOND PLANNING**

Lamar CISD has traditionally aimed for a 3-year bond cycle to manage student growth, while maintaining fiscal responsibility. The District held bond elections in 2003, 2006, 2011 (2-year delay following recession) and 2014—all of which were successful.

Our demographer, Population & Survey Analysts (PASA), provided a 2016 Demographic Report which predicts fast-growth over the next decade. Primary growth issues for the District include space utilization, campus capacity and the need for additional campuses.

Space utilization issues begin to impact campuses when they are over capacity by 20 percent (when the campus capacity is 120 percent). The 2016 Demographic Report highlights the following:

### **ELEMENTARY SCHOOLS**

The District will need six elementary schools by 2019—the District currently has funding for five of these campuses from the 2014 Bond. A bond election in either 2016 or 2017 will not impact the opening of a sixth elementary campus by 2019.

### **MIDDLE SCHOOLS**

Space utilization will remain under 120 percent at all middle schools until 2021.

### **JUNIOR HIGH SCHOOLS**

Space utilization will remain under 120 percent at all junior high schools until 2022.

### **HIGH SCHOOLS**

Space utilization will remain under 120 percent at all high schools—with the exception of George Ranch High School—until 2023. The current enrollment at George Ranch High School (May 2016) is 2,385.

### **GEORGE RANCH HIGH SCHOOL ENROLLMENT PROJECTIONS**

2016-2017: 2,516 students  
2017-2018: 2,605 students  
2018-2019: 2,684 students  
2019-2020: 2,744 students  
2020-2021: 2,804 students

If a 2016 Bond was called—and passed—High School #6 could open for the 2019-2020 school year.

If a 2017 Bond was called—and passed—High School #6 could open for the 2020-2021 school year.

Considering George Ranch High School currently has no portable buildings on-site and the projected enrollment difference between 2019-2020 and 2020-2021 is only 60 students—the District Administration determined it would be more appropriate to spend the remainder of 2016 completing a more comprehensive District-wide needs-assessment in preparation of a November 2017 Bond Election.

Attached you will find additional information on our Citizens' Bond Committee Make-Up and the 2014 Bond Timeline.

Resource Person: Mike Rockwood, Executive Director of Community Relations

## **LAMAR CISD CITIZENS' BOND COMMITTEE MAKE-UP**

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

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

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

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

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

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

**Lamar CISD  
November 2014 Bond Planning Timeline**

February 2014	Demographic Update by PASA
March 2014	Facilities Planning Team Reviews/Walkthroughs
March 2014	Board Nominates Citizens' Bond Committee Members
April 2014	Board Approves Citizens' Bond Committee Membership
May 2014	Bond planning workshop for Board Board Reviews Master Plan Principles
May 2014	Board Adopts Master Plan Principles, if changed
May – June 2014	Citizens' Bond Committee begins meeting
June 2014	Citizens' Bond Committee Report to Board Public Hearing on Bond Report
July 2014	Board Bond Workshop Board calls Bond Election
August 2014	Open Houses/Community Presentations
October 2014	Branch and Early Voting Community Presentations
November 2014	Bond Election

**INFORMATION ITEM: REQUEST FOR PROGRAM MANAGEMENT COMPARISON**

At the April 2016 regular meeting, a request was made for information relating to program management costs. Administration has prepared a comparative analysis of various bond program management configurations. Lamar CISD data is compared with that of Fort Bend ISD, Katy ISD, and Clear Creek ISD.

Because not all programs include the same number or types of projects, and do not take the same amount of time to complete, etc., a certain degree of comparability is lost. To mitigate some of this variation, comparisons are made on a complete-program basis. Total management costs for each bond program (including internal staff) are compared to the total program budgets for all projects managed to derive a percentage of program cost attributable to management.

Resources: Kevin McKeever, Administrator for Operations  
Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Position	Fort Bend ISD	Clear Creek ISD	Katy ISD	Lamar CISD/Gilbane
	2014 Bond Program	2010-15	2007-2015 Program	2011 Bond Program
	5 years	5 years	9 years	5 years
Associate, Budget/Accounting	55,477	75,000	41,000	
Project Manager, Senior	71,884	85,000	108,000	
Project Manager, Senior	71,884	85,000	108,000	
Project Manager, Senior	71,884	85,000	104,000	
Project Manager*	58,920	85,000	104,000	
Project Manager*	58,920			
Executive Assistant	38,324	30,000	38,000	
Special Design and Construction Admin Staff	45,104	45,000		
Director, Design and Construction (Architect Certificate)	100,511			
Executive Director, Design and Construction	121,617	125,000		
Project Coordinator Construction	91,374			
Project Coordinator MPE*	91,374			
Assistant Project Manager			83,000	
Architect/Planner			160,000	
Architect/Planner Secretary			37,000	
2 Paraprofessionals		50,000		
Analyst Sourcing Senior	58,920			
Specialist Purchasing	45,104			
Coordinator Small Business	58,920			
Project Manager IT	100,511			
Manager Bond Finance	81,767			
Gilbane Building Company, 2011 Bond Program, Fee per Contract				2,040,689
Annual Allocation of Support Staff Salaries				149,009
Jacobs, Project Management	14,754,000			
<b>Total, All Positions, Less Vacant if any</b>	<b>15,976,495</b>	<b>665,000</b>	<b>783,000</b>	<b>2,189,698</b>
<b>Salaries for entire program<sup>^</sup>#</b>	<b>20,866,475</b>	<b>3,325,000</b>	<b>7,047,000</b>	<b>9,488,690</b>
<b>Project Budgets</b>	<b>453,965,071</b>	<b>320,000,000</b>	<b>514,482,896</b>	<b>218,976,583</b>
<b>Percentage of Project Budgets</b>	<b>4.60%</b>	<b>1.04%</b>	<b>1.37%</b>	<b>4.33%</b>
The cost of benefits and allowances are not included above.				
*Vacant, but to be filled positions; included in total				
<sup>^</sup> Program period, YTD through April 2016 is 52 months				
#Clear Creek ISD utilizes M&O staff to perform review/control procedures in addition to staff shown.				



**PROS AND CONS OF PROGRAM MANAGEMENT - HYBRID METHOD USED BY LCISD AND FBISD**

**PROS**

**CONS**

Staff from the Fort Bend, Katy, Clear Creek, and Lamar Consolidated ISDs were asked to provide, from their point of view, the Pros and Cons of construction program management.

Internal positions will always be needed due to construction-related needs of the District. In Lamar CISD, the positions are not dedicated to bond construction. These staff members assume the duties as part of their day-to-day roles.

Program managers are released when the related bond program ends.

Program management firms are selected based on the specifications of the particular bond program. The District would hire the firm with the skillset and talents required for the projects within the program, much like architects.

Program management firms, much like financial advisors, "live" in the "construction world." The staff are knowledgeable of the various construction markets, trends in architecture and energy fields, prevailing wage rates, industry standards, etc.; whereas internal District staff are responsible for many functional areas and are not exposed to (and shouldn't be) the changing conditions of the construction industry.

Program management firms have the expertise needed for the wide variety of construction projects, and have staff to draw upon in addition to those specifically assigned to the Lamar CISD projects. Most firms have national and international resources with expertise to handle the challenges that arise during planning, design, and construction.

Costs for software to track and account for projects and to do scheduling are expensive and ongoing. However, it is imperative that you have it and have staff that is competent in running it. With an external firm, those costs (both software and personnel) are borne by them.

Reporting for project details and costs is tremendously difficult and time-consuming. You must ensure that if you manage internally that you are equipped to handle the reporting aspects, along with the public scrutiny.

With external program management, it is difficult and somewhat inefficient to monitor and manage two financial tracking systems and keep them in sync; HOWEVER, you have a system of checks and balances to ensure costs are tracked properly, and contracts are reviewed with an unbiased eye.

Districts with in-house programs have found that positions remain vacant for a long periods of time due to the lack of available talent and the ability to pay market salaries. All positions must fall within the District's Compensation Plan, and many of these command much higher salaries than District's are able to pay.

Internal staff may not be able to produce projects as quickly, thereby increasing costs of inflation and requiring leasing of more temporary buildings, and for a longer period of time.

With external program management, it is difficult and somewhat inefficient to monitor and manage two financial tracking systems and keep them in sync.

The cost of program management is significantly higher than an internal team; however, with the ability to focus on the bond program demands, there are efficiencies generated that are difficult to measure in financial terms.

**INFORMATION ITEM: LAMAR CONSOLIDATED HIGH, LAMAR JUNIOR HIGH AND  
WESSENDORFF MASCOT**

**BACKGROUND INFORMATION:**

With consideration regarding the concept that sharing the same mascot brings a community together and builds a sense of belonging, Lamar Consolidated High School, Lamar Junior High and Wessendorff Middle School have joined together to unite as “One Team-One Family-One Vision.” Beginning with the 2016-2017 school year, the blue track secondary campuses wish to share the Mustang mascot. Current schools that employ this philosophy are the maroon track secondary campuses (Longhorns) and the purple track secondary campuses (Chargers).

Resource Person: Leslie Haack, Executive Director of Secondary Education  
Dr. Michael Milstead, Lamar Consolidated High School Principal  
Creighton Jaster, Lamar Junior High School Principal  
Sonya Sanzo, Wessendorff Middle School Principal

**INFORMATION ITEM: EQUAL OPPORTUNITY SCHOOLS**

**BACKGROUND INFORMATION:**

Equal Opportunity Schools supports a strategic plan which addresses the gap between promising underrepresented populations in accelerated instruction, specifically in Advanced Placement Courses.

Jose Pineda, Assistant Principal at Terry High School will be sharing on the success of the pilot program at both Terry High School and Lamar Consolidated High School. A panel of participating administrators from the two schools will also be present to address any questions from the Board of Trustees.

Resource Person: Valerie Vogt, Academic Administrator