

A PROUD TRADITION | A BRIGHT FUTURE

REGULAR BOARD MEETING

Tuesday, June 13, 2017

7:00 PM

James Steenbergen, President • Kathryn Kaminski, Vice President • Kay Danziger, Secretary
Mandi Bronsell • Dr. Tyson Harrell • Joe Hubenak • Melisa Roberts

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
JUNE 13, 2017
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
4. Introductions
5. Audience to patrons
6. Approval of minutes
 - A. May 16, 2017 - Special Meeting (Workshop) 7
 - B. May 18, 2017 - Regular Board Meeting 13
7. Board members reports
8. Superintendent reports
 - A. Meetings and events
 - B. Information for immediate attention
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11. CLOSED SESSION	
A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time _____)	
1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.	214
a. Approval of personnel recommendations for employment of professional personnel	
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a. Land	
3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.	
a. Any item listed on the agenda	

- b. Discuss pending, threatened, or potential litigation, including school finance litigation

RECONVENE IN OPEN SESSION

Action on Closed Session Items

Future Agenda Items

Upcoming Meetings and Events

ADJOURNMENT: (Time _____)

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

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

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

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

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

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

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

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

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

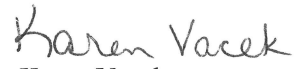
Section 551.0821 – For the purpose of deliberating a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation.

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

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

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 8th day of June 2017 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.

A handwritten signature in black ink that reads "Karen Vacek". The signature is written in a cursive style with a large initial 'K'.

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 16th day of May 2017, 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, Mr. James Steenbergen, at 6:30 p.m.

Members Present:

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

Members Absent:

Anna Gonzales	Member
Frank Torres	Member

Others Present:

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
Jill Ludwig	Chief Financial Officer
Linda Lane	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

BUSINESS TRANSACTED

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

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2. ACTION ITEMS

2. A GOAL: PLANNING

2. A-1 Canvass the School Trustee Election of May 6, 2017

It was moved by Dr. Harrell and seconded by Ms. Danziger that the Board of Trustees approve the results of the May 6, 2017 school trustee election, as presented by election judges for Single-Member Districts #1, #2, #3, and #6 and certified by Mr. John Oldham, Elections Administrator for Fort Bend County, and that the following be certified as canvassed and declare as being duly elected:

Kathryn “Ms. K” Kaminski, Single-Member District #1
Kay Danziger, Single-Member District #2
Mandi Bronsell, Single-Member District #3
Joe Hubenak, Single-Member District #6

The motion carried unanimously.

(See inserted pages 12-A—12-EE.)

2. A-2 Issuance of Election Certificate to Newly Elected Trustees

Each newly elected trustee was issued an Election Certificate.

2. A-3 Completion of Statement of Elected Officer

The Statement of Elected Officer was signed by each of the newly elected board members.

2. A-4 Administer Oath of Office to Newly Elected Trustees

Karen Vacek, notary public, administered the Oath of Office to Kathryn Kaminski, Single-Member District #1, Kay Danziger, Single-Member District #2, Mandi Bronsell, Single-Member District #3, and Joe Hubenak, Single-Member District #6.

RECESS

The Board recessed at 6:34 p.m.

Mr. Steenbergen called the meeting to order at 6:38 p.m.

2. A-5 Elect Board Officers to Serve from May 2017 to May 2018

Board President

Dr. Harrell nominated James Steenbergen as board president of the Lamar CISD Board of Trustees. There were no other nominations. Mr. Steenbergen will serve as the board president from May 2017 to May 2018.

Board Vice President

Dr. Harrell nominated Kathryn Kaminski as board vice president of the Lamar CISD Board of Trustees. There were no other nominations. Ms. Kaminski will serve as the board vice president from May 2017 to May 2018.

Board Secretary

Dr. Harrell nominated Kay Danziger for board secretary of the Lamar CISD Board of Trustees. There were no other nominations. Ms. Danziger will serve as the board secretary from May 2017 to May 2018.

2. A-6 Consider Authorization for Facsimile Signature(s) for District Financial Account(s)

No changes were made to the officers, therefore no action was required.

3. INFORMATION / WORKSHOP

3. A Discussion of May 18th Regular Board meeting agenda items

The Board reviewed the May 18th Regular Board Meeting Agenda items.

9. ACTION ITEMS

9. A GOAL: INSTRUCTIONAL

9. A-2 Consider approval of an Interlocal Cooperation Agreement with Equal Opportunity Schools

Mr. Steenbergen asked what the source of funding was. Ms. Vogt said this is from local funds.

Dr. Harrell asked how many years we have done this. Dr. Randle said this is the third year.

Ms. Kaminski asked for an explanation since this goes through 2026. Ms. Vogt said they track the students even though we may no longer be active participants, they will track the students even after they graduate.

9. B GOAL: PLANNING

9. B-1 Discussion and approval of proposed dates for regular board meetings and workshops for the 2017-2018 school year

Ms. Kaminski asked about the Winter Governance dates. The dates were corrected to reflect March 1 – 3, 2018.

9. B-3 Consider approval of a Memorandum of Understanding with the Holdsworth Center

Ms. Kaminski asked if the principals are cycled through since we have 19 slots. Ms. Vogt said the individual principals are tiered in, each are in the program for a year and the next year a new set of principals are brought in. Dr. Randle said the principals will start in year two.

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Ms. Vogt gave a brief presentation on the program.

9. B-8 **Consider approval of geotechnical study for the synthetic turf and track project at Dickinson Elementary School**

Ms. Kaminski asked if this expense is from the MUD money that we are receiving. Mr. McKeever said yes, there is no expense to us.

9. B-15 **Consider approval of CSP#14-2017VRG for the Terry High School Baseball complex renovations**

Dr. Harrell asked what the timeline was. Mr. Hoyt said it will be finished January 15, 2018.

3. AUDIENCE TO PATRONS

None

10. INFORMATION ITEMS

10. B GOAL: PLANNING

10. B-7 **Food Service charge policy, alternate meals, and student debt**

Ms. Roberts asked what the difference in cost between the regular meal and the cheese sandwich. Mr. Antignolo said the cheese sandwich will cost about \$.50 vs. \$1.10 for an elementary meal and \$1.25 for a secondary meal.

Ms. Danziger asked if more elementary than secondary receive alternate meals. Mr. Antignolo said it is a challenge at all grade levels, but probably more elementary. Ms. Danziger said 10 campuses have the community eligibility program, she asked how they get into this program. Mr. Antignolo said they have to have a 40% population that is qualified for free meals based on direct certification.

Ms. Roberts asked how they plan for the cheese sandwiches. Mr. Antignolo said the manager can run a balance report. Ms. Roberts asked about the nutritional balance that is required. Mr. Antignolo said it does not meet the total requirements, but we are not getting any federal reimbursement for this meal. This is a courtesy meal that is offered.

Ms. Kaminski ask about the 10 campuses that qualify, she asked if all the students on that campus get the same food. Mr. Antignolo said all students get the same food.

Ms. Roberts asked if there is a program on campus to notify staff if the kids are coming to school without anything to eat and not going through the lunch line. Mr. Antignolo said he does not know of a program, but he has asked his cashiers to get the nurse or counselor involved if they see an issue.

10. B-8 **Facility Rental Rates for Lamar CISD Natatoriums**

Ms. Roberts asked about the Terry Natatorium, why the \$52.33 was the final number vs. the hourly fee. Ms. Nelson said that includes the \$25 to pay the site supervisor after hours. Ms. Roberts asked if we had conversations with any programs that are using the pools. Her goal is to find common ground. Ms. Haack said they looked at

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groups currently using facility and evaluated what they were being charged. They also looked at LCISD or campus specific students using the facilities. They created and administrative regulation that would govern some of the after school activities. Ms. Nelson said for someone like R&R they needed to pay for a custodian in addition to the supervisor during the rentals. They will ask the custodians to shift their work hours to 2 to 10 p.m. so they are on duty during the rental period.

Dr. Harrell asked if the groups using the Natatoriums now have to have a district representation during all practices. Ms. Nelson said they are moving towards this. Dr. Harrell asked what the main reasons we need district representatives there. Ms. Nelson said it is an accountability issue to make sure we keep renters safe and to make sure we look out for LCISD property.

Ms. Roberts asked if any consideration was made for groups that is using the facility for extended periods of time. Ms. Nelson said they looked at a per hour cost whether they are repeat. They did look at deposits and prepaying for some long term renters. Dr. Randle said this is the districts cost, there is nothing else built into this amount.

Ms. Kaminski asked about the water safety personnel requirement. Ms. Nelson said they have two options they can provide certification to the district of water safety personnel on their staff or the district can provide the personnel to them. The district requires water safety personnel on-site.

Ms. Haack said they talked about the initial two hours after dismissal, this would be outside programs that directly benefited students on that campus. They have drafted an administrative regulation that speaks specifically to the two hours after dismissal for campus and district. If a program directly benefits the students, they could approve it. If there is a student participation fee, the district would charge \$25 per hour.

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

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements (Information)
 - d. Consider renewals for late hires
 - e. Consider approval of Chief Academic Officer
 - f. Consider employment of Principal for Travis Elementary School
 - g. Reassignment of professional personnel (Information)
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
3. Section 551.071 – To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda

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- b. Discuss pending, threatened, or potential litigation, including school finance litigation
- c. Consideration and possible approval of settlement in connection with OCR Complaint No. 01661539

The Board did not convene in Closed Session.

ADJOURNMENT

The meeting adjourned at 7:44 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

James Steenbergen
President of the Board of Trustees

Kay Danziger
Secretary of the Board of Trustees

Regular Meeting

Be It Remembered

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

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Members Present:

James Steenbergen	President
Kathryn Kaminski	Vice President
Kay Danziger	Secretary
Mandi Bronsell	Member
Joe Hubenak	Member
Tyson Harrell	Member
Melisa Roberts	Member

Others Present:

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
Jill Ludwig	Chief Financial Officer
Linda Lane	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
Rick Morris	Attorney
Jamie Houston	Attorney

BUSINESS TRANSACTED

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

2. OPENING OF MEETING

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

3. RECOGNITIONS/AWARDS

a. MathCON Gold Medal

Arshaan Ali from George Ranch High School

b. Valedictorians and Salutatorians

Lamar Consolidated High School: Chimoma Orakwue, Valedictorian
Chelsea Kalkomey, Salutatorian

Foster High School: Andrea Nguyen, Valedictorian
Jade Kanemitsu, Salutatorian

Terry High School: Romeesa Khan, Valedictorian
Adrian Vela, Salutatorian

George Ranch High School: Cara Coffman, Valedictorian
Mashal Mithani, Salutatorian

4. INTRODUCTIONS

Dr. Kathleen Bowen introduced new staff to the Board:
Bethany Cunningham, assistant principal at Lindsey Elementary School

5. AUDIENCE TO PATRONS

Mr. David Vrshek said they were hoping to hear from the Board as to whether or not they were going to grant the additional exemption for the over 65 and disabled. They thought it was just tabled, and hoped it would go back on the agenda in June, the deadline is July 1st.

Ms. Ilene Harper from Family Life and Community Resource Center. They shared who they are and what they do for the community. They have been providing educational resources and services to students in the community for the last 13 years. She invited them to attend a conference on June 8 to see what they are doing to bridge that home to family/home to school gap that sometimes exists in families.

6. APPROVAL OF MINUTES

A. April 18, 2017 SPECIAL BOARD MEETING (WORKSHOP)

It was moved by Ms. Kaminski and seconded by Dr. Harrell that the Board of Trustees approve the minutes of April 18, 2017 Special Board Meeting (Workshop). The motion carried unanimously.

B. April 20, 2017 REGULAR BOARD MEETING

It was moved by Ms. Danziger and seconded by Ms. Kaminski that the Board of Trustees approve the minutes of April 20, 2017 Regular Board Meeting. The motion carried unanimously.

7. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Kaminski reported the Facilities Committee met and reported the status of projects in the District.

Ms. Danziger reported the Technology Committee met and reported the status of projects in the District. Interact Academy will take place starting June 5th, and the board is invited to stop by. She attended SURF's Up, which raised over \$124,000. She also attended the Battle of the Bluebonnet Books at Fulshear High School.

Mr. Steenbergen attended the ASAP (Activities Supporting Adolescent Parent) graduation.

9. SUPERINTENDENT REPORTS

a. Meetings and Events

A few of them are making their coaching debut on Friday night, the Mustangs will have their spring blue and white game. Guest coaches for team central are Dr. Bowen, and Dr. Randle. They will compete against Dr. Milstead, Mr. Jaster, and Dr. Sanzo who is team blue track.

b. Information for Immediate Attention

ACTION ITEMS FOR CONSENT OF APPROVAL: 9. A-1 – 9. A-2; 9. B-1; 9. B-3 – 9. B-24; 9. C-1 – 9. C-2; and 9. D-1.

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

9. A GOAL: INSTRUCTIONAL

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

a. Foster, George Ranch, and Lamar Consolidated High School Speech/Debate

Approved out-of-state travel for Foster High School, George Ranch High School, and Lamar Consolidated High School Speech and Debate to attend the 2017 National Forensic League Tournament June 18-24, 2017 in Birmingham, Alabama.

b. George Ranch High School HOSA

Approved out-of-state travel for George Ranch High School HOSA students and instructor to travel to Orlando, Florida on June 21-25, 2017.

c. Terry High School SkillsUSA

Approved out-of-state travel for Terry High School SkillsUSA student and instructor to travel to Louisville, Kentucky on June 19-23, 2017.

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9. A-2 Approval of an Interlocal Cooperation Agreement with Equal Opportunity Schools

Approved the Interlocal Cooperative Agreement with Equal Opportunity Schools (EOS) in the amount of \$124,600 and authorized the Superintendent to execute the agreement. (See inserted pages 20-A—20-R.)

9. B GOAL: PLANNING

9. B-1 Discussion and approval of proposed dates for regular board meetings and workshops for the 2017-2018 school year

Approved the following regular board meeting and workshop schedule for the 2017–2018 school year.

June

13 Regular Board Meeting

December

19 Board Workshop
21 Regular Board Meeting

July

NO MEETING

January

16 Regular Board Meeting

August

1 Special Board Meeting
15 Board Workshop
17 Regular Board Meeting

February

13 Board Workshop
15 Regular Board Meeting

September

19 Board Workshop
21 Regular Board Meeting

March

20 Board Workshop
22 Regular Board Meeting

October

17 Board Workshop
19 Regular Board Meeting

April

17 Board Workshop
19 Regular Board Meeting

November

14 Board Workshop
16 Regular Board Meeting

May

15 Board Workshop
17 Regular Board Meeting

The following conferences are scheduled for 2017-2018:

- TASB Summer Leadership Institute – June 15 - 17, 2017 – San Antonio
- TASA/TASB Convention – October 6 - 8, 2017 – Dallas
- TASB Winter Governance & Legal Seminar – March 1 - 3, 2018 – Galveston Island
- National School Boards Association Conference – April 7 - 9, 2018 – San Antonio

9. B-3 Approval of Memorandum of Understanding with the Holdsworth Center

Approved the Memorandum of Understanding with The Holdsworth Center. (See inserted pages 20-S—20-Y.)

9. B-4 Approval of budget amendment requests

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

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9. B-5 Ratification of Financial and Investment Reports

Ratified the Financial and Investment Reports as presented.

9. B-6 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-A—21-G.)

9. B-7 Approval of Memorandum of Agreement for additional right of way for the FM 762 improvements

Approved the Memorandum of Agreement from Fort Bend County and offer for additional right of way for the FM 762 improvements in the amount of \$810,482 and allowed the Board President to execute the agreement. (See inserted pages 21-H—21-Z.)

9. B-8 Approval of geotechnical study for the synthetic turf and track project at Dickinson Elementary School

Approved Raba Kistner Consultants, Inc. for geotechnical study for the synthetic turf and track project at Dickinson Elementary School in the amount of \$4,890 and authorized the Board President to execute the agreement. (See inserted pages 21-AA—21-HH.)

9. B-9 Approval of geotechnical study for the synthetic turf and track project at Campbell Elementary School

Approved Raba Kistner Consultants, Inc. for geotechnical study for the synthetic turf and track project at Campbell Elementary School in the amount of \$6,250 and authorized the Board President to execute the agreement. (See inserted pages 21-II—21-PP.)

9. B-10 Approval of professional surveying services for the synthetic turf and track project at Campbell and Dickinson Elementary Schools

Approved Jakubik & Associates for a topographic survey for the synthetic turf and track project at Campbell and Dickinson Elementary Schools in the amount of \$5,690 and allowed the Board President to execute the agreement. (See inserted page 21-QQ.)

9. B-11 Approval of materials testing services for the synthetic turf and track project at Dickinson Elementary School

Approved Raba Kistner Consultants, Inc. for materials testing for the synthetic turf and track project at Dickinson Elementary School in the amount of \$15,000 and authorized the Board President to execute the agreement. (See inserted pages 21-RR—21-XX.)

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9. B-12 Approval of materials testing services for the synthetic turf and track project at Campbell Elementary School

Approved Raba Kistner Consultants, Inc. for materials testing for the synthetic turf and track project at Campbell Elementary School in the amount of \$20,000 and authorized the Board President to execute the agreement. (See inserted pages 22-A—22-G.)

9. B-13 Approval of CSP#12-2017VRG for the Support Services facility

Approved CA Walker Construction for the construction of the Support Services Facility in the amount of \$9,838,223 and authorized the Board President to execute the agreement.

9. B-14 Approval of CSP#11-2017VRG for Don Carter Elementary School

Approved Drymalla Construction Company for the construction of Don Carter Elementary School in the amount of \$20,055,150 and authorized the Board President to execute the agreement.

9. B-15 Approval of CSP#14-2017VRG for the Terry High School Baseball complex renovations

Approved Millis Development & Construction, LLC for the construction of the Terry High School Baseball Complex renovations in the amount of \$2,150,696 and authorized the Board President to execute the agreement.

9. B-16 Approval of materials testing for Don Carter Elementary School

Approved Terracon, Inc. for materials testing for Don Carter Elementary School in the amount of \$72,000 and authorized the Board President to execute the agreement. (See inserted pages 22-H—22-R.)

9. B-17 Approval of materials testing for the Natatorium at Foster High School

Approved Raba Kistner Consultants, Inc. for materials testing for Natatorium at Foster High School in the amount of \$36,812 and authorized the Board President to execute the agreement. (See inserted pages 22-S—22-Z.)

9. B-18 Approval of materials testing for the Natatorium at Fulshear High School

Approved Raba Kistner Consultants, Inc. for materials testing for Natatorium at Fulshear High School in the amount of \$38,642 and authorized the Board President to execute the agreement. (See inserted pages 22-AA—22-HH.)

9. B-19 Approval of materials testing for the Natatorium at George Ranch High School

Approved Raba Kistner Consultants, Inc. for materials testing for Natatorium at George Ranch High School in the amount of \$39,517 and authorized the Board President to execute the agreement. (See inserted pages 22-II—22-PP.)

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9. B-20 Approval of HVAC test and balance for the Natatorium at Foster High School

Approved Engineered Air Balance Co., Inc. for the HVAC test and balance service for the Natatorium at Foster High School in the amount of \$17,415 and authorized the Board President to execute the agreement. (See inserted page 23-A.)

9. B-21 Approval of HVAC test and balance for the Natatorium at Fulshear High School

Approved Engineered Air Balance Co., Inc. for the HVAC test and balance service for the Natatorium at Fulshear High School in the amount of \$17,415 and authorized the Board President to execute the agreement. (See inserted page 23-B.)

9. B-22 Approval of HVAC test and balance for the Natatorium at George Ranch High School

Approved Engineered Air Balance Co., Inc. for the HVAC test and balance service for the Natatorium at George Ranch High School in the amount of \$17,415 and authorized the Board President to execute the agreement. (See inserted page 23-C.)

9. B-23 Approval of deductive change order #1 and final payment for the Huggins Elementary School driveway improvements

Approved the deductive change order #1 in the amount of \$16,004.52 and final payment of \$5,689.95 to Bass Construction Company for the construction of the Huggins Elementary School driveway improvements, and authorized the Board President to sign the change order. (See inserted page 23-D.)

9. B-24 Approval of CSP#13-2017VRG for the HVAC web-based controls

Approved Johnson Controls, Inc. for the construction of the HVAC web-based controls in the amount of \$431,600 and authorized the Board President to sign to execute the agreement.

9. C GOAL: TECHNOLOGY

9. C-1 Approval of Discovery Education Streaming

Approved Discovery Education Streaming from Region 11 ESC in the amount of \$68,339.64 and authorized the Board President and Superintendent to execute the agreement. (See inserted pages 23-E—23-H.)

9. C-2 Approval of KACE Server expansion

Approved Dell to provide servers and Micro Integration to provide network switches in the amount of \$62,079.77 to support the expansion of the district's KACE systems management infrastructure.

9. D GOAL: PERSONNEL

9. D-1 Approving delegation of final authority to the Superintendent to employ contractual employees

Delegated final authority to the Superintendent to employ contractual employees for the 2017-2018 school year during the months of May, June, July, and August.

9. B GOAL: PLANNING

9. B-2 Consider approval of nomination of candidate for position on the Texas Association of School Boards (TASB) Board of Directors

No action taken.

10. INFORMATION ITEMS

10. A GOAL: INSTRUCTIONAL

10. A-1 Freezing of new Intra-District, Inter-District, and Public Education Grant transfer requests to Polly Ryon Middle School, Reading Junior High School, and George Ranch High School

10. A-2 Gifted and Talented Program

Ms. Valerie Anderson presented.

10. B GOAL: PLANNING

10. B-1 Board Policies for First Reading

10. B-2 Tax Collection Report

10. B-3 Payments for Construction Projects

10. B-4 Bond Update

a. 2011

b. 2014

10. B-5 Projects funded by 2011 available bond funds

10. B-6 Transportation Update

10. B-7 Food Service charge policy, alternate meals, and student debt

10. B-8 Facility Rental Rates for Lamar CISD Natatoriums

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

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

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- f. Consider employment of Principal for Travis Elementary School
- g. Reassignment of professional personnel (Information)
- 2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
- 3. Section 551.071 – To meet with the District’s attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation
 - c. Consideration and possible approval of settlement in connection with OCR Complaint No. 01661539

The Board adjourned to Closed Session at 7:56 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 8:19 p.m.

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

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

Employed

Becerra, Cara	July 26, 2017	Assistant Principal Wertheimer Middle School
Gabbard, Devin	To be determined	Assistant Athletic Director Athletics
Janecek, Stephen	July 24, 2017	Assistant Principal Reading Junior High
Jeffery, William	July 3, 2017	Instructional Coordinator Curriculum
Kolacny, Stephanie	July 26, 2017	Assistant Principal Dickinson Elementary
Sanders, Jeremy	July 24, 2017	Assistant Principal George Jr. High

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

It was moved by Ms. Danziger and seconded by Ms. Roberts that the Board of Trustees approve renewal of contracts for administrators who are late hires. The motion carried unanimously. (See inserted page 9-MMMM.)

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11. A-1(e) Consider approval of Chief Academic Officer

It was moved by Dr. Harrell and seconded by Ms. Kaminski that the Board of Trustees approve the employment of Valerie Vogt as Chief Academic Officer for LCISD. The motion carried unanimously.

11. A-1(f) Consider employment of Principal for Travis Elementary School

It was moved by Mr. Hubenak and seconded by Ms. Danziger that the Board of Trustees approve recommendation of Jearine Jordan as the Principal of Travis Elementary School. The motion carried unanimously.

11. A-3(c) Consideration and possible approval of settlement in connection with OCR Compliant No. 016161539

It was moved by Ms. Bronsell and seconded by Ms. Kaminski that the Board of Trustees approve the recommended settlement in connection with OCR Complaint No. 06161539. The motion carried unanimously.

FUTURE AGENDA ITEMS

None

UPCOMING MEETINGS AND EVENTS

LCTA Banquet
Arredondo Science Day
Graduation

ADJOURNMENT

The meeting adjourned at 8:22 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

James Steenbergen
President of the Board of Trustees

Kay Danziger
Secretary of the Board of Trustees

**CONSIDER APPROVAL OF THE 2017-2018 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 2017-2018 school year.

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 seventeen-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 17-20 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 2017-2018 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

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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, Director of Detention, Juvenile Supervision Officer, Chief Juvenile 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, Teacher's 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 *Teacher's Aide* - A LAMAR classroom teacher's 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 on August 1, 2017 and end on June 30, 2018, 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, 2018, 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. Teacher's 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 five (5) teachers 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 Chief 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 Chief Juvenile Probation Officer, will provide responsible BOARD personnel in the following order:

- A. Student's Probation Officer
- B. Director of Detention
- C. Chief Juvenile Probation Officer

5.03 The BOARD, acting by and through its Chief 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 Chief Juvenile 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 Director of Detention, will provide for student movement to and from classes in accordance with mutually agreeable schedule.

5.06 The BOARD, acting by and through its Director of Detention, 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 Director of Detention, 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 Chief 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 Chief Juvenile 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--P ARTNERSHIP

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 an employee(s) 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 to the

other party.

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:

Honorable Jeff McMeans
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: _____


Honorable Jeff McMeans, Chairman

Date: _____

5/24/17

LAMAR CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT

By: _____

Dr. Thomas Randle, Superintendent

Date: _____

**CONSIDER APPROVAL OF THE 2017-2018 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 2017-2018 school year.

IMPACT/RATIONALE:

Since September 1, 1996, a county with a population greater than 125,000 is required to have a Juvenile Justice Alternative Education Program for expelled youth who are under the jurisdiction of the Juvenile Court. Fort Bend County Alternative School, 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 Fort Bend County Alternative School 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.

The 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 Fort Bend County School Districts and Fort Bend County has cost-effectively provided education and support services resulting in a high degree of success for students. Thirty-seven (37) students were served during the 2016-2017 school year.

The agreement 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

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MEMORANDUM OF UNDERSTANDING
FOR JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

THIS AGREEMENT is made and entered into by and between the FORT BEND COUNTY 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

WHEREAS 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 who desire to continue to participate in the 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 Juvenile 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, Teacher's 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 certified by the State of Texas and who is assigned to provide educational services at the Fort Bend County JJAEP.
- 1.10 *Teacher's Aide* - A LAMAR classroom teacher's 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 who reside in Fort Bend County.

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 July 31, 2018 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. Teacher's 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 Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 (Section 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 Admission Review and Dismissal committees (ARDs), and Language Proficiency Assessment Committee (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 Consolidated Independent 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 Chief 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 Chief 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 of JJAEP facility.
- 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 JJAEP 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, 2017 to reserve a seat for the 2017-2018 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 an 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:

Honorable Jeff McMeans
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: Dr. Lance Hindt
Superintendent
6301 South Stadium Lane
Katy, TX 77494

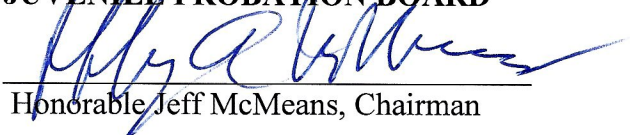
SECTION XVI
ENTIRE AGREEMENT: REQUIREMENT OF A WRITING

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: 
Honorable Jeff McMeans, 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: _____
Dr. Lance Hindt, Superintendent

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, Chief Academic Officer
Dr. Jennifer Roberts, Director of Student Support Services

Recommended for approval:



Dr. Thomas Randle
Superintendent

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

SCHOOL YEAR 2017-2018

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-nine 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. HGI's Fort Bend offices are resources for these services, as needed.

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

Collaboration, clinical and consultation services will be provided during non-instructional school hours on designated days for the Foster High School and Lamar High School. The therapeutic

services provided will consist of a hybrid format of tele-counseling and face-to-face counseling approximately 12 hours a week.

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

CLIENTS FEES AND PAYMENTS

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

CLIENT CONFIDENTIALITY AND INFORMATION EXCHANGE

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

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

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 THE 2017-2018 AGREEMENT
FOR PREVENTION SERVICES**

RECOMMENDATION:

That the Board of Trustees approve the memorandum of understanding for a Prevention Specialist to provide evidence-based substance use prevention activities at selected campuses for the 2017-20178 school year.

IMPACT/RATIONALE:

Funding to support prevention services in Lamar CISD is obtained in cooperation with the Fort Bend Regional Council on Substance Abuse, Inc., from the Department of State Health Services and the United Way.

PROGRAM DESCRIPTION:

FBRC staff administer the National Registry of evidence-based Programs and Practices (NREPP) prevention curricula to selected LCISD campuses. These programs include:

Life Skills Training Program, a nationally recognized substance abuse and violence prevention curriculum proven to reduce risk factors and increase protective factors among youth. It is endorsed by the Center for Substance Abuse Prevention as effective in the prevention of alcohol, tobacco, and other drug use. This program is universal in nature and may be provided to all youth. The structure of this prevention series is eight 45 minute sessions conducted on either a weekly or bi-weekly basis. FBRC Prevention Specialists will meet with elementary school students until the series concludes.

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

Submitted by: Ms. Valerie Vogt, Chief Academic Officer
Dr. Jennifer Roberts, Director Student Support Services

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

MEMORANDUM OF UNDERSTANDING
FORT BEND REGIONAL COUNCIL ON SUBSTANCE ABUSE, INC.
AND
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
September 1, 2017 to August 31, 2018

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

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

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

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

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

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

Based on cognitive-behavioral and competence-enhancement models of prevention, the CBSG Program teaches essential life skills and offers emotional support to help children and youth cope with difficult family situations; resist peer pressure; set and achieve goals; refuse alcohol, tobacco, and other drugs; and reduce antisocial attitudes and rebellious behavior. Delivered in 10 or 12, 45-minute group sessions, the curriculum addresses topics such as self-concept, feelings, goal setting, making healthy choices, friends, peer pressure, life challenges, family problems and making a commitment to stay drug free. Through the use of curriculum based support groups students learn peer pressure resistance skills, stress management, conflict resolution and communication skills.

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

FBRC will provide the following:

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

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

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

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

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

FBRC staff will provide the **Life Skills Training Program** at the following campuses:

Beasley Elementary, Bowie Elementary, Thomas Elementary, and Travis Elementary Schools. Other schools could be added with the agreement of both FBRC and LCISD.

FBRC staff will provide the **CBSG Youth Connections Program** at the following campuses:

Navarro MS, Wertheimer MS, Wessendorf MS, Briscoe JHS, George JHS, Lamar JHS, Leaman JHS, Reading JHS, Foster HS, Fulshear HS, George Ranch HS, Terry HS, and the Alternative Learning Center. Other schools could be added with the agreement of both FBRC and LCISD.

LCISD will provide the following:

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

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

Assistance in identifying appropriate program participants.

Appropriate group/classroom space to conduct services.

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

This document shall serve as a community partnership agreement between LCISD and FBRC beginning September 1, 2017 and will remain valid until August 31, 2018 unless revoked by either party before that time. This agreement may be revoked at will by LCISD or by FBRC. All services provided by FBRC to LCISD are at no cost to the district or any participating student. Services are contingent upon FBRC's available funding.

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

Date

Dr. Thomas Randle
Superintendent
LCISD

Date

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

RECOMMENDATION:

That the Board approve the Interagency Program Agreement attached between Lamar CISD and the Behavior Treatment and Training Center (BTTC), Texana Center for the 2017-2018 school year, and authorize the Superintendent to execute the agreement.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

The agreement with Texana Center governs the responsibilities of both BTTC and Lamar CISD staff. The current agreement is being recommended to govern responsibilities for the 2017-2018 school year and provides a system for Lamar CISD/BTTC teachers to assist other district teachers in the areas of autism and use of behavioral analysis in instruction. Severely retarded and behaviorally disturbed children, usually 10-12 in number, reside at BTTC with an average length of stay between three and six months. Due to the severity of needs demonstrated by the students, services are provided to these students at the BTTC.

Submitted by: Tiffany Mathis, Director of Special Education
Linda Lane, Executive Director of Elementary Education

Recommended for approval:



Dr. Thomas Randle
Superintendent

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

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

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

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

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

I.

ELIGIBILITY

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

II.

RESPONSIBILITIES OF THE BTTC/TEXANA

BTTC/Texana agrees to:

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

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

1. Dental services
2. Training and habilitation services

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

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

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

III.

RESPONSIBILITIES OF THE DISTRICT

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

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

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

IV.

CONSULTATION BETWEEN PARTIES

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

V.

LIMITATIONS

It is understood that the educational program, which is the subject of this agreement, will be offered in accordance with each student's IEP and the District's school calendar designating holidays. Both parties concur that the District agrees to provide education services only under the terms in this

agreement. The District assumes no responsibility for students upon dismissal from residence at BTTC/Texana unless the student is or becomes a resident of the District. The terms of this Agreement constitute the total agreement between the District and BTTC/Texana.

VI.

TERM

This Agreement shall be effective beginning August 2017, upon execution by both parties, and shall continue in full force and effect through July 2018. If the agreement made in this Agreement is to be continued beyond July 2018, a new Agreement will be executed.

VII.

PROVISION FOR OTHER AGREEMENTS

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

VIII.

AMENDMENTS

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

IX.

BINDING ON SUCCESSORS

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

X.

LEGALITY

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

XI.

CONFIDENTIALITY

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

Federal rules and regulations, including but not limited to the Texas Open Records Act and the

Family Educational Rights and Privacy Act of 1974.

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

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

ATTEST:

Texana Center

Lamar Consolidated Independent School District

George Patterson, CEO

Dr. Thomas Randle, Superintendent

THE STATE OF TEXAS

COUNTY OF _____

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

Notary Public in and for _____, Texas

My commission Expires:

THE STATE OF TEXAS

COUNTY OF FORT BEND

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

Notary Public in and for Fort Bend County, Texas

My commission Expires:

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

RECOMMENDATION:

That the Board of Trustees approve the Interagency Program Agreement between Richmond State Supported Living Center (RSSLC) and Lamar CISD for the 2017-2018 school year, and authorize the Superintendent to execute the agreement.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

Submitted by: Linda Lane, Executive Director of Elementary Education
Tiffany Mathis, Director of Special Programs

Recommended for approval:



Dr. Thomas Randle
Superintendent

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

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

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

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

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

I.

ELIGIBILITY

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

II.

RESPONSIBILITIES OF THE STATE SUPPORTED LIVING CENTER

State Supported Living Center agrees to:

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

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

1. Dental services
2. Training and habilitation services

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

the District.

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

III.

RESPONSIBILITIES OF THE DISTRICT

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

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

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

IV.

CONSULTATION BETWEEN PARTIES

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

V.

LIMITATIONS

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

VI.

TERM

This Agreement shall be effective beginning August 2017, upon execution by both parties, and shall continue in full force and effect through July 2018. If the agreement made in this Agreement is to be continued beyond July 2018, a new Agreement will be executed.

VII.

PROVISION FOR OTHER AGREEMENTS

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

VIII.

AMENDMENTS

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

IX.

BINDING ON SUCCESSORS

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

X.

LEGALITY

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

XI.

CONFIDENTIALITY

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

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

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

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

ATTEST:

**Richmond State Supported
Living Center**

Lamar Consolidated Independent School District

RSSLC Representative

Dr. Thomas Randle, Superintendent

THE STATE OF TEXAS
COUNTY OF _____

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

Notary Public in and for _____, Texas

My commission Expires:

THE STATE OF TEXAS
COUNTY OF FORT BEND

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

Notary Public in and for Fort Bend County, Texas

My commission Expires:

**CONSIDER APPROVAL FOR DISTRICT TO APPLY
FOR A WAIVER FOR EARLY RELEASE DAYS**

RECOMMENDATION:

That the Board of Trustees approve the submission of an expedited waiver for early release days to the Texas Education Agency.

IMPACT/RATIONALE:

The expedited waiver allows districts to conduct school for less than seven (7) hours per day for up to six (6) days of student instruction a year. These days may provide additional training in education methodologies and/or to provide time to meet the needs of students and local communities. Districts may shorten the student instructional day to release school to conduct teacher collaboration or planning, conduct teacher-parent conferences, release prior to a holiday, or other local school related activities. This waiver request may be approved for up to three years.

PROGRAM DESCRIPTION:

Each year, Lamar CISD develops an instructional calendar with Board approval. This calendar contains 176 instructional days and up to six early release days. These days were noted on the instructional calendar approved by the Board this past spring.

Submitted by: Valerie Vogt, Chief Academic Officer
Brian D. Moore, Director of Research, Assessment, & Accountability

Recommended for approval:



Dr. Thomas Randle
Superintendent

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

RECOMMENDATION:

That the Board of Trustees approve the submission of an expedited waiver application for staff development days to the Texas Education Agency.

IMPACT/RATIONALE:

The expedited waiver allows the District to train staff on various educational strategies designed to improve student performance in lieu of a maximum of three days of student instruction.

Districts may request up to a maximum of three days for general staff development in lieu of student instruction. Waiver requests may be approved for up to three years.

PROGRAM DESCRIPTION:

Each year, Lamar CISD develops an instructional calendar with Board approval. The 2017-2018 calendar contains 176 instructional days and two additional staff development days during the school year. These days were noted on the instructional calendar approved by the Board this past spring.

Submitted by: Valerie Vogt, Chief Academic Officer
Brian D. Moore, Director of Research, Assessment, & Accountability

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL FOR DISTRICT TO APPLY FOR A WAIVER
FOR MODIFIED SCHEDULE FOR STATE ASSESSMENT DAYS**

RECOMMENDATION:

That the Board of Trustees approve the submission of an expedited waiver for modified schedule for state assessment days to the Texas Education Agency.

IMPACT/RATIONALE:

The waiver allows the District to modify the schedule of classes for students who are not being tested to report to and attend school after the state assessment testing period has ended—thus, reducing the interruptions during the testing period. This waiver request may be approved for up to three years.

PROGRAM DESCRIPTION:

Lamar CISD would like to modify the school day schedules at the four comprehensive high schools with seniors in order to reduce interruptions to testing and allow campus staff to monitor students during the assessment period. Seniors would report to campus after lunch for the rest of the instructional day.

The proposed three dates for Senior Late Arrival for the 2017-2018 school year would be:

- PSAT: October 11, 2017
- English I – End of Course: April 3, 2018
- English II – End of Course: April 5, 2018

Submitted by: Valerie Vogt, Chief Academic Officer
Brian D. Moore, Director of Research, Assessment, & Accountability

Recommended for approval:



Dr. Thomas Randle
Superintendent

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

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

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

PROGRAM DESCRIPTION:

The expedited waiver to allow districts to certify an alternative teacher data portal to the Texas Assessment Management System must be renewed every three years.

Submitted by: Valerie Vogt, Chief Academic Officer
Brian Moore, Director of Research and Accountability

Recommended for approval:

Thomas Randle

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 May 2017 Disbursements, all funds
 - List of disbursements for the month by type of expenditure
- Financial Reports
 - Year-to-Date Cash Receipts and Expenditures, General Fund only
 - Investment Report

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

Recommended for ratification:



Dr. Thomas Randle
Superintendent

SCHEDULE OF MAY 2017 DISBURSEMENTS

IMPACT/RATIONALE:

All disbursements made by the Accounting Department are submitted to the Board of Trustees for ratification on a monthly basis. Disbursements made during the month of May total \$22,348,520 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	15,616,560
614	Employee Benefits	702,595
621	Professional Services	13,524
623	Education Services Center	31,999
624	Contracted Maintenance and Repair Services	457,161
625	Utilities	1,154,975
626	Rentals and Operating Leases	24,235
629	Miscellaneous Contracted Services	477,734
631	Supplies and Materials for Maintenance and Operations	190,431
632	Textbooks and Other Reading Materials	113,056
633	Testing Materials	47,735
634	Food Service	679,826
639	General Supplies and Materials	706,378
641	Travel and Subsistence -- Employee and Student	132,706
642	Insurance and Bonding Costs	2,175
649	Miscellaneous Operating Costs/Fees and Dues	114,067
662	Building Purchase, Construction, and/or Improvements	1,641,849
663	Furniture & Equipment - \$5,000 or more per unit cost	213,450
129	Misc. Receivable/Alternative Certification Fees	5,200
131	Inventory Purchases	857
217	Operating Transfers, Loans and Reimbursements	7,735
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	14,272
Total		22,348,520

PROGRAM DESCRIPTION:

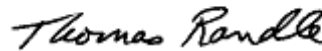
The report above represents all expenditures made during the month of May 2017. The detailed check information is available upon request.

Submitted by,



Michele Reynolds,
Director of Finance

Recommended for approval:



Dr. Thomas Randle
Superintendent

**LAMAR CONSOLIDATED I.S.D.
GENERAL FUND
YEAR TO DATE CASH RECEIPTS AND EXPENDITURES
(BUDGET AND ACTUAL)
AS OF MAY 31, 2017**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	148,117,622.00	149,235,700.00	1,118,078.00	100.8%
5800-STATE PROGRAM REVENUES	97,726,537.00	61,081,477.00	(36,645,060.00)	62.5%
5900-FEDERAL PROGRAM REVENUES	1,725,000.00	2,503,113.00	778,113.00	145.1%
7900- OTHER RESOURCES	-	-	-	
TOTAL- REVENUES	247,569,159.00	212,820,290.00	(34,748,869.00)	86.0%
EXPENDITURES				
6100-PAYROLL COSTS	207,577,535.00	154,079,912.00	53,497,623.00	74.2%
6200-PROFESSIONAL/CONTRACTED SVCS.	24,408,893.00	14,405,873.00	10,003,020.00	59.0%
6300-SUPPLIES AND MATERIALS	12,661,228.00	7,562,370.00	5,098,858.00	59.7%
6400-OTHER OPERATING EXPENDITURES	5,200,320.00	2,492,418.00	2,707,902.00	47.9%
6600-CAPITAL OUTLAY	1,951,020.00	1,014,484.00	936,536.00	52.0%
TOTAL-EXPENDITURES	251,798,996.00	179,555,057.00	72,243,939.00	71.3%

Lamar CISD
Local Investment Pools
as of May 31, 2017

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	2,527,331.83	0.00	0.00	1,650.47	2,528,982.30
General Account	109,148,832.91	0.00	18,048,750.00	65,300.54	91,165,383.45
Health Insurance	4,880,192.00	1,260,416.67	2,000,000.00	3,175.57	4,143,784.24
Workmen's Comp	401,633.18	38,333.33	50,000.00	260.20	390,226.71
Property Tax	9,461,877.87	982,986.63	0.00	6,596.81	10,451,461.31
Vending Contract Sponsor	478,244.26	0.00	0.00	312.33	478,556.59
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2007	256.12	0.00	0.00	0.31	256.43
Capital Projects Series 2005	228,704.72	0.00	0.00	149.33	228,854.05
Student Activity Funds	41,127.50	0.00	4,000.00	24.61	37,152.11
Taylor Ray Donation Account	2,573.61	0.00	0.00	1.63	2,575.24
Capital Projects Series 2007	210,378.41	0.00	0.00	137.36	210,515.77
Common Threads Donation	53,555.03	0.00	0.00	34.93	53,589.96
Debt Service Series 2008	216.26	0.00	0.00	0.00	216.26
Capital Projects 2012A	980,119.85	0.00	465,451.24	537.14	515,205.75
Debt Service 2012A	2,128,852.08	0.00	0.00	1,390.20	2,130,242.28
Debt Service 2012B	359,204.68	0.00	0.00	234.60	359,439.28
Debt Service 2014A	982,589.09	0.00	0.00	641.68	983,230.77
Debt Service 2014B	1,043,616.30	0.00	0.00	681.53	1,044,297.83
Debt Service 2013	197,894.94	0.00	0.00	129.22	198,024.16
Debt Service 2013A	458.56	0.00	0.00	0.31	458.87
Debt Service 2015	4,016,896.25	0.00	0.00	2,623.17	4,019,519.42
Capital Projects 2015	59.89	0.00	0.00	0.00	59.89
Debt Service 2016A	1,870,721.19	0.00	0.00	1,221.65	1,871,942.84
Debt Service 2016B	494,593.13	0.00	0.00	322.97	494,916.10
Debt Service 2017	1,742,289.23	0.00	0.00	1,137.79	1,743,427.02
Debt Service 2017 Capitalized Interest	2,088,262.83	0.00	0.00	1,363.72	2,089,626.55
Capital Projects 2017	10,006,286.05	0.00	108,744.00	6,488.10	9,904,030.15
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,051.16	0.00	0.00	3.11	5,054.27
Workers' Comp	725,199.12	0.00	0.00	447.16	725,646.28
Property Tax Fund	32,353.34	0.00	0.00	19.95	32,373.29
General Fund	2,603,466.20	0.00	0.00	1,605.30	2,605,071.50
Food Service Fund	91,035.68	0.00	0.00	56.13	91,091.81
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	704.85	0.00	0.00	0.43	705.28
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	386.39	0.00	0.00	0.24	386.63
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	43.12	0.00	0.00	0.03	43.15
Capital Projects 2014A	136,732.69	0.00	136,732.69	44.28	44.28
Capital Projects 2014B	17.14	0.00	0.00	0.01	17.15
Capital Projects 2015	15,204,779.01	0.00	1,101,442.58	9,087.32	14,112,423.75
Debt Service Series 2015	1,896,403.34	0.00	0.00	1,169.32	1,897,572.66
Capital Projects 2017	10,057,211.45	0.00	0.00	6,201.27	10,063,412.72
MBIA Texas CLASS Fund					
General Account	15,521,816.37	0.00	0.00	14,311.66	15,536,128.03
Capital Project Series 1998	914.93	0.00	0.00	0.89	915.82
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	9,630,063.50	0.00	0.00	8,879.26	9,638,942.76
Capital Projects 2015	849,398.27	0.00	0.00	783.17	850,181.44
Debt Service 2015	952,803.22	0.00	0.00	878.51	953,681.73
Capital Projects 2017	25,025,325.81	0.00	0.00	15,697.30	25,041,023.11
TEXSTAR					
Capital Projects Series 2007	747.39	0.00	0.00	0.55	747.94
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	976,975.53	0.00	0.00	625.21	977,600.74
Debt Service Series 2012A	40.45	0.00	0.00	0.00	40.45
Debt Service Series 2012B	1,713.36	0.00	0.00	1.13	1,714.49
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	4,538.50	0.00	0.00	2.87	4,541.37
Capital Projects 2014A	139.80	0.00	139.08	0.02	0.74
Capital Projects 2014B	4,042.25	0.00	0.00	2.54	4,044.79
Debt Service 2015	3,319,821.86	0.00	0.00	2,124.48	3,321,946.34
Capital Projects 2015	47,976,367.46	0.00	0.00	30,701.84	48,007,069.30
Capital Projects 2017	25,025,262.25	0.00	0.00	16,014.57	25,041,276.82
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,012,029.57	0.00	0.00	653.77	1,012,683.34
Capital Projects Series 2008	141.73	0.00	0.00	0.09	141.82
Capital Projects Series 2012A	56.90	0.00	0.00	0.04	56.94
Capital Projects Series 2014A	0.32	0.00	0.00	0.00	0.32
Capital Projects Series 2014B	2,263,563.44	0.00	17,677.55	1,456.56	2,247,342.45
Debt Service 2015	135,590.74	0.00	0.00	87.59	135,678.33
Capital Projects 2015	15,253,554.81	0.00	0.00	9,853.73	15,263,408.54
Capital Projects 2017	25,026,557.63	0.00	0.00	16,167.05	25,042,724.68

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	0.77	\$94,416.17
LONE STAR ACCOUNT INTEREST	0.73	\$18,634.55
MBIA TEXAS CLASS ACCOUNT INTEREST	1.09	\$40,550.79
TEXSTAR ACCOUNT INTEREST	0.75	\$49,473.21
TEXAS TERM/DAILY ACCOUNT INTEREST	0.77	\$28,218.83
TOTAL CURRENT MONTH EARNINGS		\$231,293.55
EARNINGS 9-01-16 THRU 4-30-17	71	\$1,129,048.27
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$1,360,341.82

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

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

IMPACT/RATIONALE:

The proposed budget amendments require school board approval because budgeted funds are being reallocated between functional categories and/or new budgets are being established.

PROGRAM DESCRIPTION:

Budget amendments are mandated by the state for budgeted funds reallocated from one functional level, and state and/or federal program to another. These budget changes are usually the result of unexpected levels of expenditures in certain categories and amendments are for legal compliance. Other budget amendments are determined by the School Board.

Since the operating budget for Lamar CISD is adopted at the functional level, budget revisions are required for reallocations between functional levels or when new budgets are being established. All necessary budget amendments must be formally adopted by the School Board and recorded in the Board minutes. (TEA Financial Accountability System Resource Guide, Financial Accounting & Reporting, Update 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

Jane Long Elementary is requesting a budget change to pay for staff travel charges to LEAD forward conference.

199-11	Instruction	(44.00)
199-13	Curriculum and Instr. Staff Development	44.00

Frost Elementary is requesting a budget change to pay for an online reading course for the Reading Facilitator.

199-11	Instruction	(199.00)
199-13	Curriculum and Instr. Staff Development	199.00

Smith Elementary is requesting a budget change to pay for staff to attend the Engaging Young Writers: Process and Practice Conference.

199-11	Instruction	(85.00)
199-13	Curriculum and Instr. Staff Development	85.00

George Junior High School is requesting a budget change to purchase instructional supplies.

199-13	Curriculum and Instr. Staff Development	(706.00)
199-11	Instruction	706.00

Leaman Junior High is requesting a budget change to pay for the Theatre production contracted services.

199-11	Instruction	(1,844.00)
199-36	Extracurricular Activities	1,844.00

The Fine Arts Department is requesting a budget change to purchase Orchestra Instruments.

199-52	Security and Monitoring Services	(843.00)
199-11	Instruction	843.00

The Special Education Department is requesting a budget change to pay for Summer School extra duty pay.

199-31	Guidance, Counseling and Evaluation	(100,000.00)
199-11	Instruction	100,000.00

The Business Office is requesting a budget change to pay for wireless services (cellphone and hot spot). This is a consolidated budget change as requested by multiple campuses and departments to reallocate funds for these services. Included are: Foster High School, Polly Ryon Middle School, Secondary Education, Special Education, and the Technology Department.

199-11	Instruction	(640.00)
199-21	Instructional Leadership	(1,800.00)
199-23	School Leadership	(900.00)
199-53	Data Processing Services	(1,600.00)
199-51	Plant Maintenance & Operations	4,940.00

The Business Office, Maintenance and Operations, and Technology Departments are requesting a budget amendment to establish a budget to move and equip eleven portables from Hubenak, Campbell, Smith and Gilbane to Williams, Terry, Meyer, Pink, and George Ranch. This amendment includes the moving, electrical, instructional supplies, and technology items. This amendment also includes instructional and technology supplies for the twelve portables buildings approved in January.

199-11	Instruction	428,646.00
199-23	School Leadership	12,200.00
199-51	Plant Maintenance & Operations	150,000.00
199-52	Security & Monitoring Services	62,154.00

CONSIDER APPROVAL OF PURCHASE OF CONCESSION FOOD AND SUPPLIES

RECOMMENDATION:

That the Board of Trustees approve District concession food and supplies to ViStar of Houston for food supply products and Coca-Cola Southwest Beverages, LLC for concession beverage products.

IMPACT/RATIONALE:

Purchases shall be made for concession related food, beverages, and supplies primarily by the Athletic Department. This type of award is beneficial to the District as it allows for a variety of food and beverages to select from, while ensuring that the District is compliant with purchasing regulations according to TEC 44.031.

PROGRAM DESCRIPTION:

RFP 16-2017LN requested that vendors supply discounted concession food/beverage prices and shipping costs, extensive product lines, online ordering capabilities and ordering specific to LCISD concession needs.

This bid will be awarded as an annual contract with automatic renewals for four additional one year periods, provided that LCISD and the approved vendors are in mutual agreement.

The procurement of these services will commence upon board approval. Supplies and deliveries shall be requested and monitored by the Athletics Department utilizing activity funds and concession revenue.

Submitted by: Leslie Haack, Executive Director of Secondary Education
 Nicole Nelson, Director of Athletics
 Jill Ludwig, CPA, RTSBA, Chief Financial Officer
 Michele Leach, RTSBA, Purchasing & Materials Manager

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

RFP # 16-2017LN

Concession - Food & Supplies

Vendors	Purchase Price Criteria 1 max 25pts	Reputation of Service Criteria 2 max 10pts	Statement of Qualification s Criteria 3 max 15pts	Extent to meet needs Criteria 4 max 30pts	Past Relation Criteria 5 max 5pts	Long term Cost Criteria 6 max 10pts	Staff & Insurance Criteria 7 max 5pts	TOTAL POINTS
ViStar of Houston	25	10	15	30	3	10	5	98
Coca Cola Refreshments*	25	10	15	15	3	10	5	83
B&G Popcorn**	22	10	15	15	5	5	5	77

* drink only, no food items

** food only, no drinks

**CONSIDER APPROVAL OF OPERATION SERVICES FOR
DISTRICT WATER AND SEWER TREATMENT FACILITIES**

RECOMMENDATION:

That the Board of Trustees approve Si Environmental LLC for the operation services for District water and sewer treatment facilities including cleaning of district grease traps.

IMPACT/RATIONALE:

Purchases shall be made for operation services for District water and sewer treatment facilities by the Maintenance and Operations Department. This type of award is beneficial to the District as it ensures that the District is compliant with purchasing regulations according to TEC 44.031.

PROGRAM DESCRIPTION:

CSP 17-2017LN requested prices for an annual contract for operation services for District water and sewer treatment facilities and cleaning of district grease traps. This proposal covers water wells, chlorination equipment, storage and pressurization equipment, lift stations and waste water treatment.

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

This bid will be awarded as an annual contract with automatic renewals for four additional one year periods, provided that LCISD and the approved vendors are in mutual agreement.

The procurement of these services shall commence upon board approval. Purchases will be requested by the Maintenance and Operations Department utilizing local funds.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

CSP # 17-2017LN

Operation Services for District Water & Sewer Treatment Facilities

Vendors	Purchase Price Criteria 1 max 20pts	Reputation of Service Criteria 2 max 15pts	Statement of Qualification s Criteria 3 max 10pts	Extent to meet needs Criteria 4 max 30pts	Past Relation Criteria 5 max 5pts	Long term Cost Criteria 6 max 10pts	Staff & Insurance Criteria 7 max 10pts	TOTAL POINTS
Si Environmental	20	15	10	30	3	10	10	98
Advance Vacuum*	16	15	5	15	3	10	10	74
Liquid Environmental Solutions*	14	15	5	15	3	10	10	72
WWTS*	17	15	5	15	3	10	10	75

* unable to provide all service

**CONSIDER APPROVAL OF FIRE EXTINGUISHER AND FIRE SUPPRESSION
SYSTEM SERVICES AND REPLACEMENT EQUIPMENT**

RECOMMENDATION:

That the Board of Trustees approve Classic Fire Protection Systems Inc. for District fire extinguisher and fire suppression services and replacement equipment.

IMPACT/RATIONALE:

Purchases shall be made for fire extinguisher and fire suppression services and replacement equipment by the Maintenance and Operations Department. This type of award is beneficial to the District as it ensures that the District is compliant with purchasing regulations according to TEC 44.031.

PROGRAM DESCRIPTION:

CSP 18-2017LN requested prices for an annual contract for fire extinguisher and fire suppression services and replacement equipment. This proposal covers annual fire extinguisher inspections, related maintenance services and replacement equipment.

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

This bid will be awarded as an annual contract with automatic renewals for four additional one year periods, provided that LCISD and the approved vendors are in mutual agreement.

The procurement of these services shall commence upon board approval. Purchases will be requested by the Maintenance and Operations Department utilizing local funds.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

CSP # 18-2017LN

Fire Extinguisher and Fire Suppression System Services, and Replacement Equipment

Vendors	Purchase Price Criteria 1 max 20pts	Reputation of Service Criteria 2 max 15pts	Statement of Qualification s Criteria 3 max 15pts	Extent to meet needs Criteria 4 max 25pts	Past Relation Criteria 5 max 5pts	Long term Cost Criteria 6 max 10pts	Staff & Insurance Criteria 7 max 10pts	TOTAL POINTS
Classic Fire Protection Systems Inc	20	15	10	24	5	9	10	93
American Fire Protection Group	16	15	10	23	5	8	10	87
Wilson Fire Equipment & Service Company	13	15	10	20	3	7	10	78
Cintas Fire Protection	20	10	10	18	3	5	5	71

**CONSIDER APPROVAL OF INTERLOCAL AGREEMENT
WITH THE CITY OF ROSENBERG FOR POLICE OFFICERS**

RECOMMENDATION:

That the Board of Trustees approve the interlocal agreement (“Agreement”) with the City of Rosenberg to provide security and protection services for the 2017-18 school year and authorize the superintendent to finalize the attached draft agreement and execute the agreement.

IMPACT/RATIONALE:

Peace officers are utilized at the districts’ secondary and elementary campuses as requested. The attached interlocal agreement provides for the City of Rosenberg to designate twelve (12) officers to be “primarily responsible officers for LCISD,” and pursuant to which, the District will reimburse the City of Rosenberg Police Department for the officers’ salaries, benefits and other administrative costs. The number of officers assigned may be adjusted based on need by mutual agreement between the Superintendent and the City of Rosenberg Chief of Police. The District will provide appropriately-equipped and marked vehicles for the officers as well as other equipment specifically outlined in the agreement.

PROGRAM DESCRIPTION:

The City of Rosenberg Police Department will provide twelve (12) School Resource Officers (SROs), including ranking supervisory officer(s), and twelve (12) Civilian School Crossing Guards. Additional services that will be provided to LCISD include extra-curricular activities, traffic management, courier services for bank deposits, and planning for special events. The Agreement shall commence on September 1, 2017 and will automatically renew unless either party gives notice to the other party no less than thirty (30) days prior to the expiration of the current year term of the agreement.

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**INTERLOCAL AGREEMENT BETWEEN
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
&
CITY OF ROSENBERG, TEXAS**

THIS AGREEMENT is made and entered into by and between the Lamar Consolidated Independent School District, hereinafter referred to as "LCISD", and the City of Rosenberg, Texas, hereinafter referred to as "Rosenberg", and in this regard, the parties hereto mutually agree and state as follows:

WITNESSETH

WHEREAS, LCISD finds that the continued presence of police officers on LCISD property and/or campuses is beneficial and desirable; and

WHEREAS, LCISD recognizes that Rosenberg and other municipalities cannot unilaterally provide the degree of law enforcement presence that is necessary and desirable on school campuses; and

WHEREAS, LCISD may commission peace officers to provide necessary security and protection (Services), and determine the jurisdiction of such peace officers; and

WHEREAS, LCISD has determined to enter into an agreement with Rosenberg for such Services, and has specifically authorized the subject peace officers to carry weapons in performing such Services within LCISD's jurisdiction, which it determines to include without limitations all LCISD schools under the control of the school district; and

WHEREAS, LCISD has determined to enter into an agreement with Rosenberg for such Services, and has specifically authorized the subject peace officers to carry weapons in performing such Services within LCISD's jurisdiction, which it determines to include without limitations all LCISD schools and properties under control of the school district;

NOW, THEREFORE, for and in consideration of these premises, LCISD and Rosenberg do hereby stipulate and agree as follows:

1. LCISD and Rosenberg mutually agree that the terms and provisions of this agreement that commence on the 1st day of September 2017, and shall continue in full force and effect until terminated by either party with a thirty (30) day written notice exercising their right to cancel this agreement as hereinafter provided.
2. LCISD agrees to pay Rosenberg from current revenues available, the officer's salaries, benefits, and administrative fees due and payable in four equal payments with the first payment due the 1st day of September 2017, and subsequent payments on the 1st day of December, the 1st day of March and a last payment on the 1st day of June of each year. Payments are for the purpose of subsidizing the expenses incurred by Rosenberg in the employment and retention of a police officer to provide law enforcement on all LCISD campuses and properties as herein provided. The parties agree at such times as are convenient and necessary to adjust and/or re-calculate the monies as herein provided when there exist circumstances and conditions making such adjustments necessary and desirable to accomplish the objectives of this agreement.
3. LCISD further agrees to purchase and provide each assigned officer a police vehicle having standard police equipment and packages in a make and model as specified by the Chief of Police of the City of Rosenberg and mutually agreed upon by the Superintendent of Lamar CISD. As owner of the vehicles assigned to the police officers, LCISD shall further provide and pay for the maintenance of said vehicle as per the District's fleet schedules. LCISD will further ensure all vehicles are marked with appropriate logos and the informational text as deemed necessary and desirable as mutually agreed on to properly designate the vehicle as a vehicle owned by LCISD and operated by Rosenberg. Lamar CISD Superintendent and City of Rosenberg Police Chief will further identify additional equipment related to the safety and support of Lamar CISD students. Equipment can and may include, cellular telephones, radio units, tactical gear and other equipment as deemed necessary by both parties. Rosenberg will incur no cost for vehicles described herein.
4. In consideration for LCISD providing equipment and cash consideration as herein specified, Rosenberg, through its Chief of Police shall initially designate twelve (12) officers to be "primary responsible officers for LCISD". The increase/decrease of officers will be based on funding and upon mutual agreement between LCISD Superintendent and Rosenberg Chief of Police. Said officers shall be fully qualified as police officers in the State of Texas and shall be primarily directed by the Chief of Police and/or his designee to patrol and provide police presence on such campuses and properties under the control of the school district without limitation.
5. This agreement after all parties shall execute the same, shall continue in full force and effect unless either party hereof shall give notice of not less than thirty (30) days prior to the expiration thereof that said parties wish to terminate said agreement and render the same null and void. Upon giving such notice and making such termination known, this agreement shall become null and void.

Notice shall be deemed sufficient if hand delivered or posted in the United States Mail Postage Prepaid, Certified or Registered Mail not less than thirty (30) days prior to intended termination. In the event of termination as herein provided, all payments and monies otherwise due and payable to Rosenberg by LCISD under the terms of the agreement shall continue to remain due and payable until paid in full.

6. The parties agree that every effort should be made to schedule and/or designate vacation days, compensatory time, and other days off at times when school is not in session or at other times when the absence of police officer will not otherwise cause unnecessary risks.
7. It is the intent of the parties that Rosenberg (and designated officers thereof) be an independent contractor and not an employee, agent, joint venture, or partner of LCISD. Nothing in this contract shall be interpreted or construed as creating or establishing the relationship of employer or employee between LCISD and Rosenberg or any employee or agent thereof. LCISD understands and agrees notwithstanding other provisions herein that the police officers to be hired under the requirements of this agreement shall at times be deemed officers of the police force of the City of Rosenberg and shall be primarily responsible to and under the command of the Chief of Police of the City of Rosenberg and/or his designee.
8. This interlocal agreement is a commitment of LCISD current revenue only, and continually is dependent upon future annual appropriations of funds.

I. AMENDMENTS

This agreement may be amended only by written instrument duly approved and executed by all parties in accordance with the formalities of the agreement.

II. BINDING ON SUCCESSORS

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

III. LEGALITY

This agreement shall be subject to all present and future valid laws, orders, rules and regulations of the State of Texas and any other regulatory body thereof having jurisdiction and shall be construed under the laws of the State of Texas.

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

- a) It has, the _____ day of _____ 2017, been executed by a representative of Lamar Consolidated Independent School District duly acting upon the approval of its governing body; and
- b) It has, the _____ day of _____ 2017, been executed by a representative of the City of Rosenberg duly acting upon the approval of its governing body.

WITNESS OUR HANDS:

Lamar Consolidated Independent School District

By: _____
Dr. Thomas Randle, Superintendent

Attest: _____
Secretary

City of Rosenberg

By: _____
William Benton, Mayor

Attest: _____
City Secretary

**CONSIDER APPROVAL TO DELEGATE CONTRACTUAL AUTHORITY TO THE SUPERINTENDENT
TO OBLIGATE THE DISTRICT FOR CHAPTER 41 PURPOSES**

RECOMMENDATION:

That the Board of Trustees consider approval to delegate contractual authority to the Superintendent to obligate the school district under Texas Education Code (TEC) §11.1511(c)(4) as described below for the 2017-18 school year.

IMPACT/RATIONALE:

Property values, as well as student enrollment and attendance, are used by the State of Texas in its attempt to fairly allocate the funding available for public education. Both of these data elements vary widely, so property wealth on a per capita basis also varies significantly across the state. This variation impacts the state funding formula.

In an attempt to comparably fund all school districts, wealth equalization provisions have been established by the state under Chapter 41 of the Texas Education Code (“Chapter 41”). Chapter 41 governs the redistribution of funds among school districts based on the wealth equalization formula. This redistribution of funds is referred to as “recapture.” Texas Education Agency provisions include the requirement for school districts to select methods and procedures by which to comply with regulations, including documenting those selections through the submission of various documents electronically. To improve efficiency, school districts’ governing bodies are allowed to delegate to the superintendent the contractual authority to obligate the school district under Texas Education Code (TEC) §11.1511(c)(4), solely for the purpose of obligating the district under TEC, Chapter 41, Subchapters A and D, and the rules adopted by the commissioner of education as authorized under TEC, 41.006, including the approval of the *Agreement for the Purchase of Attendance Credits* or the *Agreement for the Purchase of Attendance Credits (Netting Chapter 42 Funding)* and related documents.

PROGRAM DESCRIPTION:

Districts whose wealth per student exceeds certain levels must select an option by which to reduce their wealth. Under current law, districts with property wealth per weighted average daily attendance (WADA) above the equalized wealth level (EWL) have five options available to reduce its wealth per resident student: (1) consolidate with another district, (2) detach property, (3) purchase attendance credits from the state (Option 3), (4) contract to educate nonresident students (Option 4), and/or (5) consolidate tax bases with another district. Lamar CISD’s wealth level per WADA of \$363,102 will exceed the third EWL of \$319,500 for 2017-18, but will be much less than the first EWL of \$514,000. Also, our Maintenance and Operations tax rate for 2017-18 is proposed to be \$1.04005. After consideration of these variables, the District will not be subject to recapture or the related Chapter 41 compliance requirements, but will be required to submit the Chapter 41 selections and documents to the Texas Education Agency. Should the District become subject to recapture at some point, Option 3 (Purchase of Attendance Credits from TEA) would be exercised and the District would comply with all applicable rules and regulations.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

DISCUSSION AND POTENTIAL ACTION REGARDING LOCAL OPTION EXEMPTION FOR TAXPAYERS AGE 65 OR OLDER OR DISABLED

Texas offers a variety of partial or total (absolute) exemptions from property appraised values used to determine local property taxes. A partial exemption removes a percentage or a fixed dollar amount of a property's value from taxation, and a total exemption excludes the entire property from taxation. Taxing entities are mandated by the state to offer certain mandatory exemptions but local governing bodies have the option to decide on whether or not to offer others.

In addition to the mandatory exemptions (Residence Homestead of \$25,000 and the OA65/Disabled Persons of \$10,000), a school district may offer an additional local option exemption (LOE) to elderly or disabled taxpayers. If offered, the amount of the exemption must be at least \$3,000. The District has been asked to consider a LOE of a flat \$10,000, applied directly to the Freeze Ceiling tax amount.

The Texas Tax Code applies exemptions directly to the Appraised Value and does not allow for the governing bodies of taxing entities to make adjustments directly to Freeze Ceilings (the frozen tax amount). Freeze Ceiling adjustments are only allowed: (1) as a result of legislative action, such as in 2015 when the mandated Homestead Exemption for all taxpayers was raised from \$15,000 to \$25,000 AND specifically mandated the recalculation of freeze ceilings, or (2) when a taxpayer changes residences and a new freeze ceiling is established. Many of our taxpayers have frozen tax ceilings. Under the Tax Code, if the calculation of taxes owed with the additional exemption does not produce a lower amount of tax than the existing freeze ceiling, then the taxpayer achieves no additional relief. This is illustrated by Exhibit A (attached) in the calculation of a Local Option Exemption of \$10,000.

Administration has reviewed the feasibility of offering a LOE to taxpayers Age 65 or Older or Disabled ("OA65"). In our review, we have considered the impact on the budget of reductions in property tax revenues and state funding, the anticipated growth rate of property values, and the long-term impact of granting this LOE.

The largest area of revenue loss would occur as a result of "new" properties entering the category of OA65. In the year of the taxpayer's 65th birthday or year of qualifying disability, the LOE would produce an additional \$139.01 loss per property at the current tax rate. This would become a recurring loss since it is establishing the frozen tax ceiling amount. With an estimated 900 new properties added each year (which is expected to rise also), this loss equates to a minimum of \$125,000 per year in "new losses."

Administration has conducted a study of 2017 preliminary values that shows that, when comparing current net taxable values to net taxable values reduced by the LOE of \$10,000, a value loss of \$5,053,227 is experienced. This produces a "study loss" in tax revenues of roughly \$70,000. When combined with state aid losses, the total is about \$75,000.

We have also considered the extent to which taxpayers with currently frozen property tax ceilings will benefit from the requested LOE. For the 2017 tax year, there are 9,465 properties on the tax roll identified with an OA65 mandatory exemption, 8,852 of which had freeze ceilings. We are estimating that of those current OA65 taxpayers, less than 20% would benefit from a LOE of \$10,000, and those that did would average a savings of less than \$50 per year. The LOE would have to be substantially larger for the majority of the population to benefit.

The “new losses,” “study losses,” and state aid losses combine for a total of about \$200,000 per year. While this may seem relatively insignificant to the District’s general operating budget, it is significant for a couple of reasons. First, any loss in taxable value is important to the debt service fund. About \$50,000 of the \$200,000 loss would be borne by the debt service fund. Since principal and interest payments are made in accordance with set schedules, other taxpayers would have to make up the difference. As the District grows and issues additional debt, the burden on the remaining taxpayers will grow.

To this point, the above covers the *annual* impact of the requested LOE; however, the long-term (5-year) impact of the mandated provisions of the current Tax Code combined with the LOE is of considerable interest. As illustrated by Exhibit B of the attached, the 5-year benefit currently received by the average OA65 taxpayer is estimated to be in excess of \$2,600 annually and over \$23.2 million overall.

When reviewing the feasibility of recommending a LOE, the Board must consider the current-year budgetary impact, limited additional benefit to AO65 taxpayers, the inequity created for other groups of taxpayers not offered a similar exemption, the difficulty of repealing the exemption once granted, the complexity of measuring the ultimate cost of the exemption, and the negative impact on the tax rate of the debt service fund.

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

Exhibit A
Calculation of LOE Benefit to Taxpayer with Freeze Ceiling

Appraised Value	\$200,000
Mandated Exemptions	<35,000>
Local Option Exemption	<10,000>
Net Taxable Value	\$155,000
Total Tax Rate (current)	\$1.39005/\$100
New Tax (with Local Option Exemption)	\$2,155

Since the New Tax amount is \$2,155, a taxpayer with a frozen property tax ceiling of \$2,000 would still owe \$2,000. This taxpayer would see no ADDITIONAL benefit from a new Local Option Exemption, because his current frozen tax is less than the New Tax. However, taxpayers becoming 65 in the year the new exemption is approved would establish a lower tax ceiling that would be enjoyed in that year and in future years. This is where the majority of tax revenue loss would occur.

Exhibit B
5-Year Projected Impact of \$10,000 MANDATED EXEMPTION AND FREEZE CEILING PROVISIONS

Current OA65 taxpayers are entitled to an additional exemption of \$10,000 and a freeze ceiling (frozen tax amount) beginning at Age 65 or Disability. The attached Exhibit B illustrates the \$139.01 annual benefit to the taxpayer relating to the mandated \$10,000 exemption, along with the differential produced by the freeze ceiling as property values grow (at a rate of 6.5% per year) and impact the tax bill. We have modeled a flat tax rate, but if our tax rate increases, there would be an additional savings produced by the freeze ceiling provision.

We have applied these savings to the number of taxpayers with current Freeze Ceilings (8,852) to project the District's five-year revenue loss. See attached spreadsheet for details.

EXHIBIT B
5-YEAR PROJECTED IMPACT OF MANDATED EXEMPTION AND FREEZE CEILING PROVISIONS

	Taxpayer becomes 65 in Year 1:					
	<u>Current Rate with Mandated Homestead Exemption</u>	<u>YEAR 1/FREEZE YEAR Current Rate with Mandated O65/Disabled Exemption</u>	<u>YEAR 2 Current Rate with Mandated O65/Disabled Exemption 6.5% Value Growth</u>	<u>YEAR 3 Current Rate with Mandated O65/Disabled Exemption 6.5% Value Growth</u>	<u>YEAR 4 Current Rate with Mandated O65/Disabled Exemption 6.5% Value Growth</u>	<u>YEAR 5 Current Rate with Mandated O65/Disabled Exemption 6.5% Value Growth</u>
Appraised Value	\$ 200,000.00	\$ 200,000.00	\$ 213,000.00	\$ 226,845.00	\$ 241,589.93	\$ 257,293.27
Mandated Exemptions:						
Homestead	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00	25,000.00
Over 65/Disabled		10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
Net Taxable Value	175,000.00	165,000.00	178,000.00	191,845.00	206,589.93	222,293.27
Tax Rate	\$1.39005/\$100	\$1.39005/\$100	\$1.39005/\$100	\$1.39005/\$100	\$1.39005/\$100	\$1.39005/\$100
Tax Levy	\$ 2,432.59	\$ 2,293.58	\$ 2,474.29	\$ 2,666.74	\$ 2,871.70	\$ 3,089.99
Freeze Ceiling			\$ (2,293.58)	\$ (2,293.58)	\$ (2,293.58)	\$ (2,293.58)
Value of Freeze Ceiling			\$ 180.71	\$ 373.16	\$ 578.12	\$ 796.41
Value of Current Mandated Exemption, per year	\$ 139.01	\$ 139.01	\$ 139.01	\$ 139.01	\$ 139.01	\$ 139.01
Total Savings under Current Tax Code	\$ 139.01	\$ 139.01	\$ 319.72	\$ 512.17	\$ 717.13	\$ 935.42
Number of Current Freeze Ceiling Properties		8852	8852	8852	8852	8852
Annual Benefit of Mandated Provisions	\$ 1,230,516.52	\$ 1,230,516.52	\$ 2,830,161.44	\$ 4,533,728.84	\$ 6,348,034.76	\$ 8,280,337.84
Five-year differentiation from other taxpayers (each)						\$ 2,623.45
Projected Cumulative Total Benefit						\$ 23,222,779.40

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 \$5,000.

PROGRAM DESCRIPTION:

Adolphus PTO donated \$97,482 to expand the concrete slab and covering of the entire slab on the playground at Adolphus Elementary School.

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF BOARD POLICIES

RECOMMENDATION:

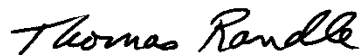
That the Board of Trustees approve second reading of the following policies:

- Localized Policy Manual Update 107
- DNA (LOCAL) – Performance Appraisal: Evaluation of Teachers
- EIA (LOCAL) – Academic Achievement: Grading/Progress Reports to Parents
- FD (LOCAL) – Admissions
- GKD (LOCAL) – Community Relations: Nonschool Use of School Facilities

PROGRAM DESCRIPTION:

A primary function of the Board of Trustees is to adopt policies for the operation of the District. Local policies are customized to provide a procedure to enforce the legal policies and District guidelines.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF CSP #10-2017VRG
FOR THE NATATORIUMS AT FOSTER HIGH SCHOOL,
FULSHEAR HIGH SCHOOL, AND GEORGE RANCH HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Turner Construction Company for the construction of the Natatoriums at Foster High School, Fulshear High School, and George Ranch High School in the amount of \$23,893,650 and authorize the Board President to execute the agreements.

IMPACT/RATIONALE:

Competitive Sealed Proposals (CSP) #10-2017VRG were solicited for the construction of the Natatoriums at Foster High School, Fulshear High School, and George Ranch High School. Seven (7) proposals were received on April 20, 2017. Having reviewed the weighted contractor evaluation criteria that was included in the proposal documents, Vanir-Rice & Gardner and PBK Architects recommend the contract for construction be awarded to the highest ranked firm, Turner Construction Company. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

The Natatoriums at Foster High School, Fulshear High School, and George Ranch High School were bid as a combined project but will be separated with individual contracts and payment applications based on the final schedule of values. The amount of the recommended proposal is within the established combined construction budgets for all three projects.

The base bid and selected alternates are identified on the attached Bid Tabulation.

Foster High School	\$ 7,690,035
Fulshear High School	\$ 7,942,283
<u>George Ranch High School</u>	<u>\$ 8,261,332</u>
Total Combined Agreements	\$23,893,650

Upon approval, contracts will be prepared for execution and Turner Construction Company will begin construction of the Natatoriums at Foster High School, Fulshear High School, and George Ranch High School.

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

LCISD Practice Pools Bid Tabulation

LCISD: CSP# 10-2017VRG

Bid Date: April 20, 2017



	Bidder#1	Bidder#2	Bidder#3	Bidder#4	Bidder#5	Bidder#6	Bidder#7	Post Bid Addendum
Contractor	Clark	Gamma	Harvey	Don Krurger	S&P	Teal	Turner	Turner
Foster								
Base Bid	\$8,365,000.00	\$ 7,722,660.00	\$ 7,950,000.00	\$ 7,800,000.00	\$ 8,050,000.00	\$ 7,745,000.00	\$ 7,695,000.00	\$7,695,000.00
Parking -Alternate #1	\$98,442.00	\$89,500.00	\$123,800.00	\$118,000.00	\$82,000.00	\$88,000.00	\$11,800.00	
SS Doors - Alternate #2	\$55,863.00	\$22,000.00	\$21,580.00	\$18,000.00	no change	\$22,000.00	\$13,300.00	
ALC Controls -Alternate #3	\$104,640.00	(10,000.00)	\$94,580.00	\$95,300.00	(39,000.00)	\$87,000.00	\$47,800.00	
JCI Controls -Alternate #4	\$107,910.00	(10,000.00)	\$99,840.00	\$94,100.00	(33,000.00)	\$85,000.00	\$46,600.00	\$46,600.00
Siemens Controls -Alternate #5	\$71,213.00	(28,000.00)	\$72,510.00	\$76,000.00	(61,000.00)	\$68,000.00	no bid	
Daikin VRV - Alternate #6	\$19,620.00	\$22,500.00	\$25,085.00	\$28,300.00	\$25,000.00	\$26,000.00	\$13,350.00	
LG VRV -Alternate #7	\$22,890.00	\$20,250.00	\$19,860.00	\$26,000.00	\$20,000.00	\$21,000.00	\$12,150.00	\$12,150.00
Post Bid Addendum								(\$63,715.00)
Total	\$8,492,530.00	\$7,732,910.00	\$8,069,700.00	\$7,920,100.00	\$8,037,000.00	\$7,851,000.00	\$7,753,750.00	\$7,690,035.00
Fulshear								
Base Bid	\$8,365,000.00	\$7,722,660.00	\$7,950,000.00	\$7,945,000.00	\$8,290,000.00	\$7,970,000.00	\$7,920,000.00	\$7,920,000.00
SS Doors - Alternate #1	\$55,863.00	\$22,000.00	\$21,580.00	\$18,000.00	no change	\$22,000.00	\$13,300.00	
ALC Controls -Alternate #2	\$104,640.00	(10,000.00)	\$94,580.00	\$95,300.00	(39,000.00)	\$87,000.00	\$47,800.00	\$47,800.00
JCI Controls -Alternate #3	\$107,910.00	(10,000.00)	\$99,840.00	\$94,100.00	(33,000.00)	\$85,000.00	\$46,600.00	
Siemens Controls -Alternate #4	\$71,213.00	(28,000.00)	\$72,510.00	\$76,000.00	(61,000.00)	\$68,000.00	no bid	
Daikin VRV - Alternate #5	\$19,620.00	\$24,900.00	\$25,085.00	\$28,300.00	\$25,000.00	\$26,000.00	\$13,350.00	
LG VRV -Alternate #6	\$22,890.00	\$20,250.00	\$19,860.00	\$26,000.00	\$20,000.00	\$21,000.00	\$12,150.00	\$12,150.00
Post Bid Addendum								(\$37,667.00)
Total	\$8,489,260.00	\$7,732,910.00	\$8,064,440.00	\$8,066,300.00	\$8,271,000.00	\$8,078,000.00	\$7,979,950.00	\$7,942,283.00
George Ranch								
Base Bid	\$8,965,000.00	\$8,022,660.00	\$8,000,000.00	\$8,175,000.00	\$8,300,000.00	\$8,660,000.00	\$8,250,000.00	\$8,250,000.00
SS Doors - Alternate #1	\$55,863.00	\$22,000.00	\$21,580.00	\$18,000.00	no change	\$22,000.00	\$13,300.00	
ALC Controls -Alternate #2	\$104,640.00	(10,000.00)	\$94,580.00	\$95,300.00	(39,000.00)	\$87,000.00	\$47,800.00	\$47,800.00
JCI Controls -Alternate #3	\$107,910.00	(10,000.00)	\$99,840.00	\$94,100.00	(33,000.00)	\$85,000.00	\$46,600.00	
Siemens Controls -Alternate #4	\$71,213.00	(28,000.00)	\$72,510.00	\$76,000.00	(61,000.00)	\$68,000.00	no bid	
Daikin VRV - Alternate #5	\$19,620.00	\$24,900.00	\$25,085.00	\$28,300.00	\$25,000.00	\$26,000.00	\$13,350.00	
LG VRV -Alternate #6	\$22,890.00	\$20,250.00	\$19,860.00	\$26,000.00	\$20,000.00	\$21,000.00	\$12,150.00	\$12,150.00
Post Bid Addendum								(\$48,618.00)
Total	\$9,089,260.00	\$8,032,910.00	\$8,114,440.00	\$8,296,300.00	\$8,281,000.00	\$8,768,000.00	\$8,309,950.00	\$8,261,332.00
Grand Total	\$26,071,050.00	\$23,498,730.00	\$24,248,580.00	\$24,282,700.00	\$24,589,000.00	\$24,697,000.00	\$24,043,650.00	\$23,893,650.00
							Total Award	\$23,893,650.00

CSP 10-2017VRG Practice Pools

Bid Date: April 20th, 2017

		1	2	3	4	5	6	7	8		
Vendor	Purchase Price	Purchase Price 20 Points Max	Reputation of the vendor and of the vendor's goods or services 15 Points Max	Quality of vendor's goods or services 10 Points Max	Extent to which the goods or services meet the districts needs 15 Points Max	Vendor's past relationship with the District 5 Points Max	Proposed Team offers experience and knowledge base of the project 15 Points Max	Ability to service our accounts with proper staff and insurance requirements 10 Points	Safety Record 10 Points Max	Total Score	Firm's Ranking Order
Gamma	\$23,498,730	20.00	14.00	8.40	12.60	3.00	12.20	10.00	6.00	86.20	5
Turner	\$24,043,650	19.55	15.00	10.00	15.00	4.00	13.40	10.00	8.00	94.95	1
Harvey	\$24,248,580	19.38	15.00	9.40	14.60	4.00	12.20	10.00	10.00	94.58	2
Don Krueger	\$24,282,700	19.35	13.00	8.20	13.60	4.00	10.80	10.00	6.00	84.95	6
S&P	\$24,589,000	19.11	15.00	9.20	14.40	4.00	13.40	10.00	8.00	93.11	3
Teal	\$24,697,000	19.03	13.00	8.75	13.40	4.00	10.80	10.00	4.00	82.98	7
Clark	\$26,071,050	18.44	15.00	9.40	14.60	4.00	12.60	10.00	8.00	92.04	4

05

**CONSIDER APPROVAL OF FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT
NO. 184 LEFT TURN LANE IMPROVEMENTS
FOR CARTER ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the agreement with Fort Bend County Municipal Utility District (MUD) No.184 for left turn lane improvements for Carter Elementary School in the amount of \$48,823.50, and authorize the Board President to execute the agreement and for payment to be issued.

IMPACT/RATIONALE:

Fort Bend County MUD No.184 is the provider for water and sewer services for Carter Elementary School and is also funding roadway improvements within their district. Jones & Carter is the district engineer for Fort Bend County MUD No.184.

Fort Bend County MUD No.184 is preparing to construct roadway improvements on A. Meyer Road which will serve Carter Elementary School. Fort Bend County MUD No.184 has bid an alternate cost to construct left turn lane improvements required for Carter Elementary School. The cost for Carter Elementary Schools portion of the work is outlined in the attached agreement. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, the Board President will execute the agreement and a check will be issued for the payment of LCISD's share for the requested left turn lane work. Following payment to Fort Bend County MUD No.184, the contractor will construct the LCISD and Fort Bend County MUD No.184 portions of the work simultaneously.

Submitted By: Kevin McKeever, Administrator for Operations
 Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent



22330 Merchants Way, Suite 170
Katy, Texas 77449-7821
Tel: 832.913.4000
Fax: 832.913.4001
www.jonescarter.com

June 6, 2017

Mr. Kevin McKeever
Lamar Consolidated ISD
3911 Avenue I
Rosenberg, Texas 77471

Re: Funding Request for Lamar Consolidated ISD's Share of A. Myers Turn Lane Construction
Serving Carter Elementary School in Fort Bend County Municipal Utility District No. 184

Dear Mr. Kevin McKeever:

Fort Bend County MUD No 184 (FBCMUD 184) is requesting funding for Lamar Consolidated Independent School District's (LCISD) share of the turn lane improvements on A. Myers Road serving the proposed Carter Elementary School Site.

LCISD requested FBCMUD 184 to design and construct two left turn lanes on A. Myers Road to serve the proposed Carter Elementary School. The request was made to streamline the work along A. Myers Road by allowing one contractor to complete the LCISD and FBCMUD 184 work simultaneously. FBCMUD 184 recently bid the project using alternate bids for the work required in the LCISD scope and FBCMUD 184 scope. FBCMUD 184 is required to construct left turn lanes on A. Myers Road serving Laurabee Drive and Stonecreek Estates Drive as part of the scope for the proposed Stonecreek Estates Drive work. We understand LCISD is required to construct two left turn lanes on A. Myers Road to serve Carter Elementary School. See Exhibit A showing the limits of work. FBCMUD 184 recently bid all of the proposed left turn lane work shown on Exhibit A and is in the process of awarding the contract. The LCISD left turn lane work was included separately as items 130 through 135 on the FBCMUD 184 bid form, included as Exhibit B. Bid item 136 for traffic control is proposed to be split equally between FBCMUD 184 and LCISD.

Below is the LCISD share for the requested left turn lane work along A. Myers Road including a 10% contingency for unforeseen costs:

LCISD Costs **\$48,823.50**
(Breakdown of Bid Items is included in Exhibit B)

Attached are itemized breakdowns of the bid cost of the LCISD left turn lane work along A. Myers Road. LCISD's payment is due within 60 days of receipt of this letter. Should LCISD not wish to move forward with the work or provided payment within 60 days, FBCMUD184 will remove this scope for work from the project via change order and the left turn lane improvements related to the Carter Elementary School project will be the responsibility of LCISD. Upon completion of the project FBCMUD 184 will perform an accounting of the costs for the LCISD portion of the project and either invoiced LCISD for the shortfall or refund to LCISD any payments in excess of the actual construction costs. Payment by check should be made to Fort Bend County Municipal Utility District No. 184 and delivered to Mary Lutz of McLennan & Associates, L.P. at 3100 S. Gessner, Suite 310, Houston, TX 77063. If you prefer to pay by wire transfer, please contact Ms. Lutz at (281) 920-4000 for instructions.



Mr. McKeever
Left Turn Lanes on A. Myers Road
Page 2
June 6, 2017

Should you have any questions or require additional information, please call.

Sincerely,

A handwritten signature in blue ink, appearing to read 'C. Jousan'.

Christopher C. Jousan, P.E.
District Engineer
Fort Bend County MUD No. 184

CCJ:jdb/amw

K:\R0069\R0069-0010-00 Left Turn Lanes on A. Meyers Road\Project Management\Correspondence\Ltr Kaluza LCISD Share LTL A Meyers 2017-05-19.docx

Enclosures

APPROVED BY:

Lamar Consolidated ISD

Signature

Mr. James Steenbergen / Board President

Date



NORTH
SCALE: 1" = 100'

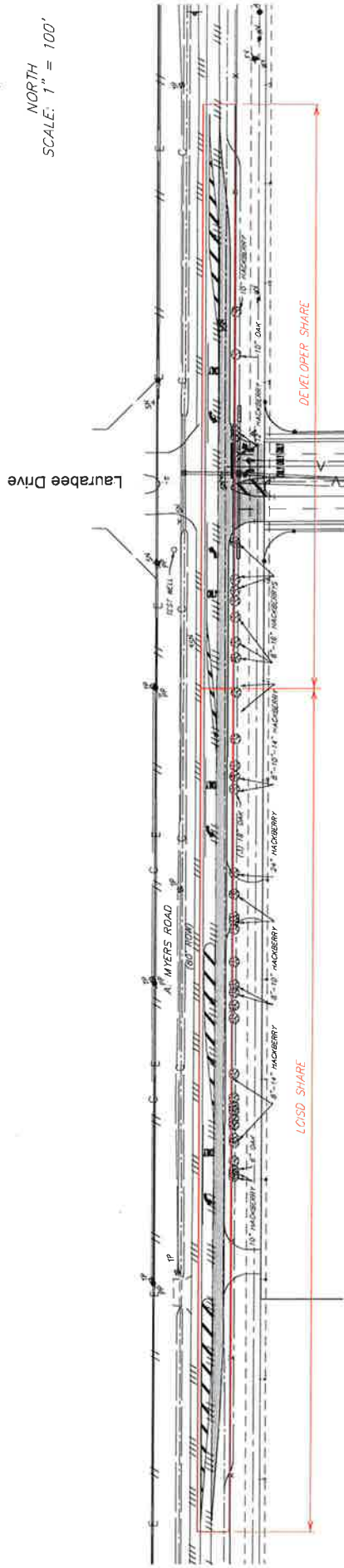


EXHIBIT
OF
LCISD SHARE OF A. MYERS TURN LANES
TO SERVE
CARTER ELEMENTARY SCHOOL

FORT BEND COUNTY, TEXAS
MAY 2017



JONES CARTER
Texas Board of Professional Engineers Registration No. F-439
22330 Merchants Way, Suite 170, Katy, TX 77449 (832) 913-4000

EXHIBIT B

Item No.	Description of Item with Unit Bid Price in Written Words.	Unit	Approx. Quantity	Unit Amount	Total Price
LCISD PAVEMENT SHARE					
130.	2-inch Type "D" HMHL asphalt pavement on 8" base, complete in place. <u>@ thirty-seven dollars and ninety-five cents</u> Per Square Yard	S.Y.	990	\$ <u>37.95</u>	\$ <u>37,570.50</u>
131.	4" wide solid white stripe at turn lane, complete in place. (A. Meyers Road) <u>@ zero dollars and eighty-three cents</u> Per Linear Foot	L.F.	200	\$ <u>0.83</u>	\$ <u>166.00</u>
132.	4" Solid White median Stripe, complete in place. (A. Meyers Road) <u>@ zero dollars and eighty-three cents</u> Per Linear Foot	L.F.	1,175	\$ <u>0.83</u>	\$ <u>975.25</u>
133.	24" Wide-45 deg. Solid White median Stripe, complete in place. (A. Meyers Road) <u>@ eight dollars and twenty-five cents</u> Per Linear Foot	L.F.	221	\$ <u>8.25</u>	\$ <u>1,823.25</u>
134.	"Left Arrow" pavement marking, complete in place. (A. Meyers Road) <u>@ One hundred thirty-seven dollars and fifty cents</u> Per Each	EA.	2	\$ <u>137.50</u>	\$ <u>275.00</u>
135.	Word "ONLY" pavement marking, complete in place. (A. Meyers Road) <u>@ One hundred thirty-seven dollars and fifty cents</u> Per Each	EA.	2	\$ <u>137.50</u>	\$ <u>275.00</u>

Item No.	Description of Item with Unit Bid Price in Written Words.	Unit	Approx. Quantity	Unit Amount	Total Price
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Additional Items

136. Provide Traffic Control for construction within the A. Meyers right-of-way, complete in place. Installed, maintained and removed.

	@ <u>Six thousand six hundred dollars and zero cents</u> Per Lump Sum	L.S.	1	\$ 1,600.00 \$ 1,600.00	<u>LCISD SHARE 3,300.00</u>
--	--	------	---	---	-----------------------------

TOTAL BASE BID LCISD SHARE	44,385.00
10% CONTINGENCY	<u>4,438.50</u>
TOTAL	48,823.50

**CONSIDER APPROVAL OF MATERIALS TESTING FOR THE
SUPPORT SERVICES FACILITY**

RECOMMENDATION:

That the Board of Trustees approve Terracon, Inc. for materials testing for the Support Services Facility in the amount of \$93,969 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Materials testing is a professional service that the District must contract directly. The Support Services Facility is a single project but costs will be tracked separately for each facility and a separate proposal for materials testing will be executed for each. 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 the specifications. These reports are crucial in verifying the quality of the construction of the Support Services Facility.

Maintenance and Operations	\$57,133
<u>Purchasing and Warehouse</u>	<u>\$36,836</u>
Total Combined Agreements	\$93,969

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, 2017

Lamar Consolidated ISD
Attn: Mr. J. Kevin McKeever
3911 Avenue I
Rosenberg, TX 77471

Subject: Proposal for Construction Materials Testing Services
LCISD Maintenance and Operations Building
1051 Lane Drive, Rosenberg
Terracon Document P92171251

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) is pleased to submit this cost estimate to provide construction materials engineering and testing services for the above referenced project. In this proposal we present our understanding of the scope of the project, our proposed services, and our budget estimate.

Terracon provided geotechnical services for this project. Our presence on this project and commitment to responsive quality services will make Terracon a valuable asset to the project.

A) PROJECT INFORMATION

The site is located at 1051 Lane Drive in Rosenberg, Texas. The project involves the construction of a new single-story building with a footprint area of approximately 36,100 square feet. The building foundation will consist of drilled underreamed piers and an at-grade supported slab. The slab on grade will be supported on 72 inches of select fill. The superstructure will consist of a pre-engineered metal walls and metal roof. Additionally, concrete pavement, and associated utilities are planned at this site

If blended or mixed soils are intended for use to construct the pad and slab areas, Terracon should be contacted to provide additional recommendations. Blended or mixed soils do not occur naturally. These soils are a blend of sand and clay and will require mechanical mixing with a pulver-mixer at the site. If these soils are not mixed thoroughly to break down the clay clods and

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

Environmental



Facilities



Geotechnical



Materials

blend-in the sand to produce a uniform soil matrix, the fill material may be detrimental to the slab performance. If blended soils are used, we recommend that additional samples of the blended soils, as well as the clay clods, be obtained prior to and during earthwork operations to evaluate if the blended soils can be used in lieu of select fill. The actual type and amount of mechanical mixing at the site will depend on the amount of clay and sand, and properties of the clay.

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

- Architectural, Civil, and Structural Plans and Specifications issued for proposal, dated April 3, 2017 prepared by PBK Engineers.

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

B) SCOPE OF SERVICES

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

Earthwork:

1. Sample building pad and pavement subgrades, select fill, general fill, and treated pavement subgrade. Prepare and test the samples for Atterberg Limits (ASTM D4318), and moisture-density relationship (ASTM D698, ASTM D558).
2. It is Terracon's experience that "blended" select fill soils are commonly used in the greater Houston area. Therefore, Terracon recommends that one sample of soil be obtained for every 500 cubic yards of select fill during construction of the building pad, a minimum of three samples per lift, to verify that the soil meets the requirements for Atterberg Limits (ASTM D4318) and if required by the project specifications, percent fines (ASTM D1140). **Samples typically require 2 to 3 working days for processing and testing in accordance with ASTM Standards. However, preliminary test results may be available as early as the following working day. It will be at the discretion of the contractor to suspend any additional placement of fill before Atterberg Limits test results are known. It should be noted that achieving compaction of placed soils prior to verification that placed soils meet select fill criteria does not constitute acceptance of the fill material.**
3. Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory (ASTM D1633).

4. Evaluate the subgrade soil for proposed chemically treated pavement subgrade.
5. Observe the chemical treatment process for the pavement subgrade.
6. Perform field gradation tests of treated subgrade.
7. Measure the depth of treated subgrade using phenolphthalein.
8. Observe proofrolling operations of the building pad and pavement subgrades; and perform density tests of the building pad subgrade, building pad select fill, utility backfill, and treated pavement subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

Foundations:

1. Observe the installation of the drilled pier foundations. For each pier observed, information regarding shaft depth, auger diameter, and chained belling tool diameter will be documented. The chained belling tool diameter will be measured when extended above ground for each bell size.
2. Obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the bearing stratum in order to document the approximate shear strength of the soil.
3. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39).

Cast-in-Place Concrete:

1. Sample and test the fresh concrete for each mix. Perform tests for slump, air content, and concrete temperature only; and cast test specimens (ASTM C172, C31, C143, C173 or C231, and C1064). Terracon understands that the contractor will be responsible for maintaining the initial curing temperature of the concrete test specimens. Terracon will record the initial curing temperatures only when conditioned curing boxes are provided by the contractor.

2. Structural concrete will be sampled at a frequency of 1 set of test cylinders every 50 cubic yards. Pavement concrete will be sampled at a frequency of 1 set of test cylinders every 100 cubic yards. 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 6" x 12" concrete cylinders per set will be prepared for strength test, two for 7-day, two for 28-day and one in reserve.
4. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. **Terracon recommends we be scheduled a minimum of 24 hours prior to each concrete placement.**
5. Within 24 hours of concrete placement, travel to project site to collect and transport hardened concrete test cylinders to Terracon's Houston laboratory for processing, curing and testing.

Structural Steel Welded and Bolted Connections:

1. 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 metal decking for placement including overlap, fastener spacing, shear studs for number, pattern, and bond, supports at openings and penetrations, and puddle welds pattern, size and quality.

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).

Project Management/ Administration:

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

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

Special Inspections Letter:

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

Scheduling Retests:

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

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.

Mechanically Stabilized Earth (MSE) Walls:

This proposal excludes materials testing and observations related to mechanically stabilized earth (MSE) walls. Should the owner or client require Terracon to provide services on any portion of the MSE wall, Terracon should be requested to provide a separate proposal prior to start of construction of the MSE walls. Terracon requires an internal cursory review of the MSE wall design. This cursory review is only for internal Terracon purposes and is intended to establish the appropriate scope of construction

materials testing services for the project if it is decided we will accept the assignment. This review should not be construed as accepting any design responsibility or providing any review capacity for the contractor or owner.

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.

PROJECT STAFFING AND ADMINISTRATION

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

Terracon recommends that a copy of this proposal be provided to the general contractor so they understand our scope of services and schedule us accordingly. Please note that the number of tests and trips described in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project.

D) COMPENSATION

Based on the project information available for our review, we propose an estimate cost of \$57,133. Services provided will be based on the unit rates included in the attached Cost Estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor's schedule, will dictate the final fee for our services. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

Proposal for Construction Materials Testing Services

LCISD Maintenance and Operations Building

1051 Lane Drive, Rosenberg

May 04, 2017 ■ Terracon Document No. P92171251



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

E) SITE ACCESS AND SAFETY

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

F) TESTING AND OBSERVATION

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

Proposal for Construction Materials Testing Services
LCISD Maintenance and Operations Building
1051 Lane Drive, Rosenberg
May 04, 2017 ■ Terracon Document No. P92171251




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



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

Attachments:

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



COST ESTIMATE

LCISD Maintenance and Operations Building, Terracon Proposal P92171251

Service (As described in proposal)	Quantity	Unit	Unit Rate	Estimate
EARTHWORK AND UTILITIES				
Estimate 5 trips at 3 hours each for sampling select fill, building subgrade, C. Sand, and general backfill.				
Estimate 7 trips at 10 hours each for buiding pad construction observation and testing.				
Estimate 10 trips at 10 hours each for pavement subgrade treatment observation and testing.				
Estimate 20 trips at 10 hours each for utility backfill observation and testing.				
Field Representative, Regular Hours	311	hours	\$ 46.00	\$ 14,306.00
Field Representative, Over Time Hours	74	hours	\$ 69.00	\$ 5,106.00
Nuclear Density Gauge	37	trip	\$ 60.00	\$ 2,220.00
Lime Determination	1	each	\$ 300.00	\$ 300.00
Moisture Density Relationship	6	each	\$ 165.00	\$ 990.00
Atterberg Limits	6	each	\$ 65.00	\$ 390.00
Soil Verification Atterberg Limits	36	each	\$ 65.00	\$ 2,340.00
Cement Stabilized Sand	16	each	\$ 60.00	\$ 960.00
Vehicle Charge	42	trip	\$ 60.00	\$ 2,520.00
Subtotal, Earthwork and Utilities				\$ 29,132.00
FOUNDATIONS AND CAST-IN-PLACE CONCRETE				
Estimate 2 trips at 10 hours each for pier installation observation and concrete sampling and testing.				
Estimate 2 trips at 10 hours each for grade beam construction observation and concrete testing.				
Estimate 2 trips at 10 hours each for slab on grade construction observation and concrete testing.				
Estimate 12 trips at 10 hours each for concrete pavement construction observation and testing.				
Field Representative, Regular Hours	144	hours	\$ 46.00	\$ 6,624.00
Field Representative, Over Time Hours	36	hours	\$ 69.00	\$ 2,484.00
Concrete Compressive Strength (1- 7day; 2- 28 day; 1- reserve)	285	each	\$ 16.00	\$ 4,560.00
Vehicle Charge	18	each	\$ 60.00	\$ 1,080.00
Sample Pickup (inclusive of labor and vehicle charge)	16	each	\$ 150.00	\$ 2,400.00
Subtotal, Foundations and Cast-in-Place Concrete				\$ 17,148.00
STRUCTURAL STEEL, WELDING, BOLTING				
Estimate 4 trips at 4 hours each to observe steel framing and connections in the field.				
Estimate 2 trips at 4 hours each to observe and test structural steel construction at the fabrication shop.				
Certified Welding Inspector, Regular Hours	24	hours	\$ 90.00	\$ 2,160.00
Ultrasonic Equipment	2	trip	\$ 100.00	\$ 200.00
Vehicle Charge	6	each	\$ 60.00	\$ 360.00
Subtotal, Structural Steel, Welding, Bolting, and Anchors				\$ 2,720.00
SPRAYED FIRE RESISTANT MATERIAL (SFRM)				
Estimate 2 trips at 4 hours each for fireproofing sampling and testing.				
Field Representative, Regular Hours	8	hours	\$ 46.00	\$ 368.00
Density of SFRM	8	hours	\$ 25.00	\$ 200.00
Adhesion/Cohesion of SFRM	8	each	\$ 25.00	\$ 200.00
Vehicle Charge	2	each	\$ 60.00	\$ 120.00
Subtotal, Sprayed Fire Resistant Material				\$ 888.00
PROJECT MANAGEMENT				
Project Manager & Administration	57	hours	\$ 125.00	\$ 7,125.00
Vehicle Charge	2	each	\$ 60.00	\$ 120.00
Subtotal, Project Management & Administration				\$ 7,245.00
ESTIMATED COST				\$ 57,133.00

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 Maintenance and Operations Building project ("Project"), as described in the Project Information section of Consultant's Proposal dated 05/04/2017 ("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 other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv)

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

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** 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: **5/4/2017**
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: **James Steenbergen / Board President**
Address: **3911 Avenue I
Rosenberg, Texas 77471**
Phone: **(832)223-0000** Fax: _____
Email: _____



May 5, 2017

Lamar Consolidated ISD
Attn: Mr. J. Kevin McKeever
3911 Avenue I
Rosenberg, TX 77471

Subject: Proposal for Construction Materials Testing Services
LCISD Support Services Building
4901 Ave. I, Rosenberg, Texas
Terracon Document P92171260

Dear Mr. McKeever:

Terracon Consultants, Inc. (Terracon) is pleased to submit this cost estimate to provide construction materials engineering and testing services for the above referenced project. In this proposal we present our understanding of the scope of the project, our proposed services, and our budget estimate.

Terracon provided geotechnical services for this project. Our presence on this project and commitment to responsive quality services will make Terracon a valuable asset to the project.

A) PROJECT INFORMATION

The site is located at 4901 Ave. I in Rosenberg, Texas. The project involves the construction of a single-story building addition with a footprint area of approximately 4,100 square feet. The building foundation will consist of drilled underreamed piers and an at-grade supported slab. The slab on grade will be supported on 60 inches of select fill. The superstructure will consist of a pre-engineered metal walls and metal roof. Additionally, concrete pavement, and associated utilities are planned at this site. We also understand that several renovations are planned at the two adjacent existing buildings which will include partial floor slab reconstructions.

If blended or mixed soils are intended for use to construct the pad and slab areas, Terracon should be contacted to provide additional recommendations. Blended or mixed soils do not occur naturally. These soils are a blend of sand and clay and will require mechanical mixing with a

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

Environmental



Facilities



Geotechnical



Materials

Proposal for Construction Materials Testing Services

LCISD Support Services Building

4901 Ave. I, Rosenberg Texas

May 05, 2017 ■ Terracon Document No. P92171260



pulver-mixer at the site. If these soils are not mixed thoroughly to break down the clay clods and blend-in the sand to produce a uniform soil matrix, the fill material may be detrimental to the slab performance. If blended soils are used, we recommend that additional samples of the blended soils, as well as the clay clods, be obtained prior to and during earthwork operations to evaluate if the blended soils can be used in lieu of select fill. The actual type and amount of mechanical mixing at the site will depend on the amount of clay and sand, and properties of the clay.

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

- Architectural, Civil, and Structural Plans and Specifications issued for proposal, dated April 3, 2017 prepared by PBK Engineers.

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

B) SCOPE OF SERVICES

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

Earthwork:

1. Sample building pad and pavement subgrades, select fill, general fill, and treated pavement subgrade. Prepare and test the samples for Atterberg Limits (ASTM D4318), and moisture-density relationship (ASTM D698, ASTM D558).
2. It is Terracon's experience that "blended" select fill soils are commonly used in the greater Houston area. Therefore, Terracon recommends that one sample of soil be obtained for every 500 cubic yards of select fill during construction of the building pad, a minimum of three samples per lift, to verify that the soil meets the requirements for Atterberg Limits (ASTM D4318) and if required by the project specifications, percent fines (ASTM D1140). **Samples typically require 2 to 3 working days for processing and testing in accordance with ASTM Standards. However, preliminary test results may be available as early as the following working day. It will be at the discretion of the contractor to suspend any additional placement of fill before Atterberg Limits test results are known. It should be noted that achieving compaction of placed soils prior to verification that placed soils meet select fill criteria does not constitute acceptance of the fill material.**
3. Sample cement-sand backfill for utility trenches, mold specimens, and perform compressive strength tests in the laboratory (ASTM D1633).

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LCISD Support Services Building

4901 Ave. I, Rosenberg Texas

May 05, 2017 ■ Terracon Document No. P92171260



4. Evaluate the subgrade soil for proposed chemically treated pavement subgrade.
5. Observe the chemical treatment process for the pavement subgrade.
6. Perform field gradation tests of treated subgrade.
7. Measure the depth of treated subgrade using phenolphthalein.
8. Observe proofrolling operations of the building pad and pavement subgrades; and perform density tests of the building pad subgrade, building pad select fill, utility backfill, and treated pavement subgrade using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

Foundations:

1. Observe the installation of the drilled pier foundations. For each pier observed, information regarding shaft depth, auger diameter, and chained belling tool diameter will be documented. The chained belling tool diameter will be measured when extended above ground for each bell size.
2. Obtain pocket penetrometer readings on soil cuttings removed during excavation at or near the bearing stratum in order to document the approximate shear strength of the soil.
3. Perform compressive tests of concrete test cylinders cast in the field (ASTM C1231 or C617, C39).

Cast-in-Place Concrete:

1. Sample and test the fresh concrete for each mix. Perform tests for slump, air content, and concrete temperature only; and cast test specimens (ASTM C172, C31, C143, C173 or C231, and C1064). Terracon understands that the contractor will be responsible for maintaining the initial curing temperature of the concrete test specimens. Terracon will record the initial curing temperatures only when conditioned curing boxes are provided by the contractor.

Proposal for Construction Materials Testing Services

LCISD Support Services Building

4901 Ave. I, Rosenberg Texas

May 05, 2017 ■ Terracon Document No. P92171260



2. Structural concrete will be sampled at a frequency of 1 set of test cylinders every 50 cubic yards. Pavement concrete will be sampled at a frequency of 1 set of test cylinders every 100 cubic yards. 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 6" x 12" concrete cylinders per set will be prepared for strength test, two for 7-day, two for 28-day and one in reserve.
4. Observe reinforcing steel prior to concrete placement. We will observe the rebar size, spacing and configuration. **Terracon recommends we be scheduled a minimum of 24 hours prior to each concrete placement.**
5. Within 24 hours of concrete placement, travel to project site to collect and transport hardened concrete test cylinders to Terracon's Houston laboratory for processing, curing and testing.

Structural Steel Welded and Bolted Connections:

1. 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.

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).

Project Management/ Administration:

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

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

Special Inspections Letter:

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

Scheduling Retests:

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

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.

Mechanically Stabilized Earth (MSE) Walls:

This proposal excludes materials testing and observations related to mechanically stabilized earth (MSE) walls. Should the owner or client require Terracon to provide services on any portion of the MSE wall, Terracon should be requested to provide a separate proposal prior to start of construction of the MSE walls. Terracon requires an internal cursory review of the MSE wall design. This cursory review is only for internal Terracon purposes and is intended to establish the appropriate scope of construction

materials testing services for the project if it is decided we will accept the assignment. This review should not be construed as accepting any design responsibility or providing any review capacity for the contractor or owner.

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.

PROJECT STAFFING AND ADMINISTRATION

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

Terracon recommends that a copy of this proposal be provided to the general contractor so they understand our scope of services and schedule us accordingly. Please note that the number of tests and trips described in the Scope of Services does not constitute a minimum or maximum number of tests or trips that may be required for this project.

D) COMPENSATION

Based on the project information available for our review, we propose an estimate cost of **\$36,836**. Services provided will be based on the unit rates included in the attached Cost Estimate. Please note that this is only a budget estimate and not a not-to-exceed price. Many factors beyond our control, such as weather and the contractor’s schedule, will dictate the final fee for our services. Quantities for re-tests, cancellations and stand-by time are not included in our fee.

Proposal for Construction Materials Testing Services

LCISD Support Services Building

4901 Ave. I, Rosenberg Texas

May 05, 2017 ■ Terracon Document No. P92171260



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

E) SITE ACCESS AND SAFETY

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

F) TESTING AND OBSERVATION

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

Proposal for Construction Materials Testing Services

LCISD Support Services Building

4901 Ave. I, Rosenberg Texas

May 05, 2017 ■ Terracon Document No. P92171260



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)

A handwritten signature in blue ink, appearing to read "Carlos de las Cuevas".

Carlos de las Cuevas, P.E.
Project Engineer

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

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

Attachments:

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

COST ESTIMATE

LCISD Support Services Building, Terracon Proposal P92171260

Service (As described in proposal)	Quantity	Unit	Unit Rate	Estimate
BUILDING ADDITION				
Estimate 5 trips at 3 hours each for sampling select fill, building subgrade, C. Sand, and general backfill.				
Estimate 1 trip at 4 hours for building subgrade proofroll observation and testing.				
Estimate 3 trips at 10 hours each for buiding pad construction observation and testing.				
Estimate 1 trip at 10 hours for pier installation observation and testing.				
Estimate 2 trips at 8 hours each for grade beam construction observation and testing.				
Estimate 2 trips at 4 hours each for dowel installation observation.				
Estimate 1 trip at 10 hours for floor slab construction observation and testing.				
Estimate 2 trips at 10 hours each for retaining walls construction observation and testing.				
Estimate 3 trips at 10 hours each for backfilling behind retaining walls observation and testing.				
Estimate 1 trip at 4 hours for ramp subgrade proofroll observation and testing.				
Estimate 1 trip at 8 hours for ramp subgrade treatment observation and testing.				
Estimate 1 trip at 8 hours for ramp slab construction observation and testing.				
Field Representative, Regular Hours	147	hours	\$ 46.00	\$ 6,762.00
Field Representative, Over Time Hours	20	hours	\$ 69.00	\$ 1,380.00
Nuclear Density Gauge	9	trip	\$ 60.00	\$ 540.00
Concrete Compressive Strength (1- 7day; 2- 28 day; 1- reserve)	45	each	\$ 16.00	\$ 720.00
Sample Pickup (inclusive of labor and vehicle charge)	7	each	\$ 150.00	\$ 1,050.00
Moisture Density Relationship	6	each	\$ 165.00	\$ 990.00
Atterberg Limits	2	each	\$ 65.00	\$ 130.00
Soil Verification Atterberg Limits	20	each	\$ 65.00	\$ 1,300.00
Compressive Strength of Cement Stabilized Sand	4	each	\$ 60.00	\$ 240.00
Vehicle Charge	22	trip	\$ 60.00	\$ 1,320.00
Subtotal, Building Addition				\$ 14,432.00
STRUCTURAL STEEL, WELDING, BOLTING IN BUILDING ADDITION				
Estimate 2 trips at 4 hours each to observe steel framing and connections in the field.				
Certified Welding Inspector, Regular Hours	8	hours	\$ 90.00	\$ 720.00
Vehicle Charge	2	each	\$ 60.00	\$ 120.00
Subtotal, Structural Steel, Welding, Bolting, and Anchors				\$ 840.00
SPRAYED FIRE RESISTANT MATERIAL (SFRM) IN BUILDING ADDITION				
Estimate 2 trips at 4 hours each for fireproofing sampling and testing.				
Field Representative, Regular Hours	8	hours	\$ 46.00	\$ 368.00
Density of SFRM	4	hours	\$ 25.00	\$ 100.00
Adhesion/Cohesion of SFRM	4	each	\$ 25.00	\$ 100.00
Vehicle Charge	2	each	\$ 60.00	\$ 120.00
Subtotal, Sprayed Fire Resistant Material				\$ 688.00
UTILITIES				
Estimate 2 trips at 8 hours each for waterline and sanitary sewer trench backfill observation and testing.				
Estimate 5 trips at 10 hours each for storm sewer trench backfill observation and testing.				
Field Representative, Regular Hours	56	hours	\$ 46.00	\$ 2,576.00
Field Representative, Over Time Hours	10	hours	\$ 69.00	\$ 690.00
Nuclear Density Gauge	7	trip	\$ 60.00	\$ 420.00
Compressive Strength of Cement Stabilized Sand	12	each	\$ 60.00	\$ 720.00
Vehicle Charge	7	trip	\$ 60.00	\$ 420.00
Subtotal, Building Addition				\$ 4,826.00

COST ESTIMATE

LCISD Support Services Building. Terracon Proposal P92171260

Service (As described in proposal)	Quantity	Unit	Unit Rate	Estimate
CONCRETE PAVEMENT				
Estimate 4 trips at 4 hours each for pavement subgrade proofroll observation and testing.				
Estimate 4 trips at 10 hours each for pavement subgrade treatment observation and testing.				
Estimate 4 trips at 10 hours each for pavement construction observation and concrete testing.				
Field Representative, Regular Hours	80	hours	\$ 46.00	\$ 3,680.00
Field Representative, Over Time Hours	16	hours	\$ 69.00	\$ 1,104.00
Concrete Compressive Strength (1- 7day; 2- 28 day; 1- reserve)	30	each	\$ 16.00	\$ 480.00
Lime Determination	1	each	\$ 300.00	\$ 300.00
Moisture Density Relationship for pavement treated subgrade	1	each	\$ 165.00	\$ 165.00
Vehicle Charge	12	each	\$ 60.00	\$ 720.00
Sample Pickup (inclusive of labor and vehicle charge)	4	each	\$ 150.00	\$ 600.00
Subtotal, Concrete Pavement				\$ 7,049.00
RESTROOM SLAB IN AREA A				
Estimate 1 trip at 4 hours for slab subgrade observation and testing.				
Estimate 1 trip at 4 hours for spread footing subgrade observation and testing.				
Estimate 1 trip at 4 hours for spread footing construction observation and concrete testing.				
Estimate 1 trip at 6 hours for restroom slab construction observation and concrete testing.				
Field Representative, Regular Hours	18	hours	\$ 46.00	\$ 828.00
Concrete Compressive Strength (1- 7day; 2- 28 day; 1- reserve)	10	each	\$ 16.00	\$ 160.00
Nuclear Density Gauge	2	trip	\$ 60.00	\$ 120.00
Compressive Strength of Cement Stabilized Sand	8	each	\$ 60.00	\$ 480.00
Vehicle Charge	4	each	\$ 60.00	\$ 240.00
Sample Pickup (inclusive of labor and vehicle charge)	2	each	\$ 150.00	\$ 300.00
Subtotal, Restroom Slab in Area A				\$ 2,128.00
RESTROOM SLAB IN AREA B				
Estimate 1 trip at 4 hours for slab subgrade observation and testing.				
Estimate 1 trip at 4 hours for restroom slab construction observation and concrete testing.				
Field Representative, Regular Hours	8	hours	\$ 46.00	\$ 368.00
Concrete Compressive Strength (1- 7day; 2- 28 day; 1- reserve)	5	each	\$ 16.00	\$ 80.00
Nuclear Density Gauge	1	trip	\$ 60.00	\$ 60.00
Compressive Strength of Cement Stabilized Sand	4	each	\$ 60.00	\$ 240.00
Vehicle Charge	2	each	\$ 60.00	\$ 120.00
Sample Pickup (inclusive of labor and vehicle charge)	1	each	\$ 150.00	\$ 150.00
Subtotal, Restroom Slab in Area B				\$ 1,018.00



COST ESTIMATE

LCISD Support Services Building. Terracon Proposal P92171260

Service (As described in proposal)	Quantity	Unit	Unit Rate	Estimate
DROPPED SLAB AT FREEZER & COOLER IN AREA C				
Estimate 1 trip at 4 hours for dropped slab subgrade observation and testing.				
Estimate 1 trip at 10 hours for dropped slab construction observation and concrete testing.				
Field Representative, Regular Hours	12	hours	\$ 46.00	\$ 552.00
Field Representative, Over Time Hours	2	hours	\$ 69.00	\$ 138.00
Concrete Compressive Strength (1- 7day; 2- 28 day; 1- reserve)	10	each	\$ 16.00	\$ 160.00
Nuclear Density Gauge	1	trip	\$ 60.00	\$ 60.00
Compressive Strength of Cement Stabilized Sand	4	each	\$ 60.00	\$ 240.00
Vehicle Charge	2	each	\$ 60.00	\$ 120.00
Sample Pickup (inclusive of labor and vehicle charge)	1	each	\$ 150.00	\$ 150.00
Subtotal, Dropped Slab at Freezer & Cooler				\$ 1,420.00
PROJECT MANAGEMENT				
Project Manager & Administration	35	hours	\$ 125.00	\$ 4,375.00
Vehicle Charge	1	each	\$ 60.00	\$ 60.00
Subtotal, Project Management & Administration				\$ 4,435.00
ESTIMATED COST				\$ 36,836.00

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 Support Services Building project ("Project"), as described in the Project Information section of Consultant's Proposal dated 05/05/2017 ("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 other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** 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: **5/5/2017**
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: **James Steenbergen / Board President**
Address: **3911 Avenue I, Rosenberg, Texas 77471**
Phone: **(832) 223-0000** Fax: _____
Email: _____

**CONSIDER APPROVAL OF HAZARDOUS MATERIALS CONSULTING SERVICES
FOR THE BAND HALL ADDITION AT TERRY HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Environmental Solutions, Inc. (ESI) for hazardous materials consulting services for Terry High School in the total amount of \$3,445 and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

ESI is LCISD's environmental consultant in monitoring and managing the presence of hazardous materials at all facilities. The Board of Trustees previously approved the agreement with ESI at their October 20, 2016 meeting to test for hazardous materials adjacent to the band hall addition project at Terry High School.

These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

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

Upon approval, the Board President will sign the agreements and ESI will schedule their monitoring of the removal of hazardous materials in coordination with the band hall addition contractor.

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 30, 2017

Sent via e-mail: mckeever@ICISD.org

Mr. Kevin McKeever
Lamar CISD
3911 Avenue I
Rosenberg, Texas 77471

**Re: Proposal for Asbestos Abatement Consulting
B. F. Terry High School
5500 Avenue N, Rosenberg, Texas
ESI Proposal No. 17052442**

Dear Mr. McKeever:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services for work in the B. F. Terry High School located at 5500 Avenue N in Rosenberg, Texas. ESI will provide the necessary professional services to assist Lamar CISD in successfully managing environmental issues in a cost-effective manner. ESI proposes to perform asbestos project management services to assist with the removal of approximately 50 square feet of black moisture barrier and associated construction Masonry Units (CMU) for door way openings into the building addition, as well as penetrations for routing of other services from the main building to accommodate renovations. These services will include preparation of the project scope of work procedures, perform on-site monitoring services during removal, and submit a final report of the abatement activities. ESI's costs are based on an estimated schedule of one to four days for an estimated cost of **\$1,850 to \$3,445**. A detailed cost breakdown is included herein.

Asbestos Consulting Services

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

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

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

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

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

Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for asbestos consulting services on a time-and-materials basis in accordance with our current Standard Fee Schedule. ESI's costs are based on an estimated schedule of one to three days for an estimated cost of **\$1,850 to \$3,445**. Below is an estimate of costs associated with this project.

Asbestos Abatement Consulting

Abatement Scope of Work Procedures

Estimate \$ 250 to \$ 400

Project Management Labor

Project Manager, 4-8 hours @ \$80/hr \$ 320 to \$ 640

On-Site Project Manager, 8-24 hours @ \$60/hr ⁽¹⁾ 480 to 1,440

Other Direct Costs

TEM Final Air Clearance Samples, 5 samples @ \$85/ea ⁽²⁾ \$ 425 to \$ 425

Mileage Expenses \$ 30 to \$ 40

Final Report

Estimate \$ 300 to \$ 500

Total Estimated Cost **\$ 1,850** to **\$ 3,445**

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

⁽²⁾ Required only if removal performed under AHERA requirements. Transmission Electron Microscope (TEM) Final Air Clearance samples will be reported in structures per millimeter square (s/mm²) and analyzed reported on a 24-hour turn-around following receipt from the laboratory.

Project Authorization

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

Project Terms

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

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

The client acknowledges that ESI has neither created nor contributed to the creation or existence of any hazardous, toxic or otherwise dangerous substances or conditions at the site, and that ESI's compensation is not commensurate with the potential risk of injury or loss that may be caused by foresaid. Accordingly, the client waives any claim against ESI, its agents, and employees to the extent allowed by law for injury or loss sustained by any party alleged to arise out of ESI's performance of services. ESI is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence. The Client recognizes and agrees that all testing and remediation methods have reliability limitations, that no method or number of sampling locations can guarantee identification. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency, laboratory services or other service, including cost, have been considered in the Client's selection of services. Client agrees that he has knowledgeably accepted these limitations and the risks attendant thereon and that ESI's services shall be considered non-conforming or deficient only to the extent that the services selected by the Client are not performed with reasonable competence in accordance with the scope of services. Client further agrees to disclose and locate all utilities and known hazardous or toxic material at the location of service requested and/or performed. Client agrees to indemnify and hold harmless ESI from all claims, suits, losses, personal injuries, death and property liability resulting from damage or injury to hidden conditions.

Unless rights are otherwise expressly reserved, documents, forms and/or software prepared by ESI or its subcontractors shall, upon final receipt of payment, become the property of Client. Additionally, any information or document(s) prepared by ESI are not intended to be suitable for use by, or relied upon by, anyone other than the Client without ESI's written permission and that ESI's fees do not reflect the expanded scope of risk presented by unintended or third parties use of or reliance on. Any such use will be at the Client's or third party's sole risk. However ESI reserves its rights as to any proprietary information employed in producing the documents or supporting data to freely use and retain copies of for its records. Upon delivery to Client, ESI shall have no further obligation to retain the documents.

We appreciate the opportunity that Lamar CISD has given Environmental Solutions, Inc. in submitting this proposal and we look forward to working with you. Should you have any questions, or require additional information please call 713-934-9944.

Sincerely,

Environmental Solutions, Inc.



Christopher M. Cox
Project Manager

CMC (17052442 pro)

A C C E P T E D:

LAMAR CISD

By: _____

Title: _____

Date: _____

**CONSIDER APPROVAL OF HAZARDOUS MATERIALS CONSULTING SERVICES
FOR THE BAND HALL ADDITION AT LAMAR CONSOLIDATED HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Environmental Solutions, Inc. (ESI) for hazardous materials consulting services for Lamar Consolidated High School in the total amount of \$3,445 and authorize the Board President to execute the agreement.

IMPACT/RATIONAL:

ESI is LCISD's environmental consultant in monitoring and managing the presence of hazardous materials at all facilities. The Board of Trustees previously approved the agreement with ESI at their October 20, 2016 meeting to test for hazardous materials adjacent to the band hall addition project at Lamar Consolidated High School.

These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

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

Upon approval, the Board President will sign the agreements and ESI will schedule their monitoring of the removal of hazardous materials in coordination with the band hall addition contractor.

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 30, 2017

Sent via e-mail: mckeever@ICISD.org

Mr. Kevin McKeever
Lamar CISD
3911 Avenue I
Rosenberg, Texas 77471

**Re: Proposal for Asbestos Abatement Consulting
Lamar High School
4606 Mustang Avenue, Rosenberg, Texas
ESI Proposal No. 17053043**

Dear Mr. McKeever:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services for work in the Lamar High School located at 4606 Mustang Avenue in Rosenberg, Texas. ESI will provide the necessary professional services to assist Lamar CISD in successfully managing environmental issues in a cost-effective manner. ESI proposes to perform asbestos project management services to assist with the removal of approximately 50 square feet of black moisture barrier and associated construction Masonry Units (CMU) for door way openings into the building addition, as well as penetrations for routing of other services from the main building to accommodate renovations. These services will include preparation of the project scope of work procedures, perform on-site monitoring services during removal, and submit a final report of the abatement activities. ESI's costs are based on an estimated schedule of one to four days for an estimated cost of **\$1,850 to \$3,445**. A detailed cost breakdown is included herein.

Asbestos Consulting Services

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

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

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

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

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

Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for asbestos consulting services on a time-and-materials basis in accordance with our current Standard Fee Schedule. ESI’s costs are based on an estimated schedule of one to three days for an estimated cost of **\$1,850 to \$3,445**. Below is an estimate of costs associated with this project.

Asbestos Abatement Consulting

Abatement Scope of Work Procedures

Estimate \$ 250 to \$ 400

Project Management Labor

Project Manager, 4-8 hours @ \$80/hr \$ 320 to \$ 640

On-Site Project Manager, 8-24 hours @ \$60/hr ⁽¹⁾ 480 to 1,440

Other Direct Costs

TEM Final Air Clearance Samples, 5 samples @ \$85/ea ⁽²⁾ \$ 425 to \$ 425

Mileage Expenses \$ 30 to \$ 40

Final Report

Estimate \$ 300 to \$ 500

Total Estimated Cost **\$ 1,850** to **\$ 3,445**

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

⁽²⁾ Required only if removal performed under AHERA requirements. Transmission Electron Microscope (TEM) Final Air Clearance samples will be reported in structures per millimeter square (s/mm²) and analyzed reported on a 24-hour turn-around following receipt from the laboratory.

Project Authorization

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

Project Terms

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

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

The client acknowledges that ESI has neither created nor contributed to the creation or existence of any hazardous, toxic or otherwise dangerous substances or conditions at the site, and that ESI's compensation is not commensurate with the potential risk of injury or loss that may be caused by foresaid. Accordingly, the client waives any claim against ESI, its agents, and employees to the extent allowed by law for injury or loss sustained by any party alleged to arise out of ESI's performance of services. ESI is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence. The Client recognizes and agrees that all testing and remediation methods have reliability limitations, that no method or number of sampling locations can guarantee identification. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency, laboratory services or other service, including cost, have been considered in the Client's selection of services. Client agrees that he has knowledgeably accepted these limitations and the risks attendant thereon and that ESI's services shall be considered non-conforming or deficient only to the extent that the services selected by the Client are not performed with reasonable competence in accordance with the scope of services. Client further agrees to disclose and locate all utilities and known hazardous or toxic material at the location of service requested and/or performed. Client agrees to indemnify and hold harmless ESI from all claims, suits, losses, personal injuries, death and property liability resulting from damage or injury to hidden conditions.

Unless rights are otherwise expressly reserved, documents, forms and/or software prepared by ESI or its subcontractors shall, upon final receipt of payment, become the property of Client. Additionally, any information or document(s) prepared by ESI are not intended to be suitable for use by, or relied upon by, anyone other than the Client without ESI's written permission and that ESI's fees do not reflect the expanded scope of risk presented by unintended or third parties use of or reliance on. Any such use will be at the Client's or third party's sole risk. However, ESI reserves its rights as to any proprietary information employed in producing the documents or supporting data to freely use and retain copies of for its records. Upon delivery to Client, ESI shall have no further obligation to retain the documents.

We appreciate the opportunity that Lamar CISD has given Environmental Solutions, Inc. in submitting this proposal and we look forward to working with you. Should you have any questions, or require additional information please call 713-934-9944.

Sincerely,

Environmental Solutions, Inc.



Christopher M. Cox
Project Manager

CMC (17053043 pro)

A C C E P T E D:

LAMAR CISD

By: _____

Title: _____

Date: _____

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

RECOMMENDATION:

That the Board of Trustees approve Engineered Air Balance for the HVAC test and balance service for Carter Elementary School in the amount of \$105,855 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The HVAC test and balance service is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

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



Houston
604 Spring Hill Drive, Suite 100
Spring, Texas 77386
Tel: 281-873-7084
Fax: 281-872-6309
eabhouston@eabcoinc.com
www.eabcoinc.com

Proposal No. 2170181-1-2

TO: Lamar CISD 4907
Avenue I
Rosenberg, Texas 77471

RE: Lamar CISD Don Carter
Elementary School #26

ATTENTION: Kevin McKeever

DATE: May 31, 2017

We are pleased to propose our services to test and balance the heating, ventilating and air conditioning systems in the subject project. In particular, we are proposing our services per the Issue for Bid Mechanical Plans dated March 27, 2017. Please note, we will only witness duct testing.

- 1. Testing, Adjusting and Balancing per AABC Standards..... \$ 75,420.00
- 2. Control Sequence Verification \$ 21,200.00
- 3. Field Document Preparation \$ 3,705.00
- 4. Final Report Preparation..... \$ 5,530.00

TOTAL PRICE FOR THE ABOVE SERVICES \$ 105,855.00

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

Sincerely,

ENGINEERED AIR BALANCE CO., INC.

Gar Conaway
Sales Manager

Please return this proposal with your signature of approval.

James Steenbergen / Board President

Date of Acceptance

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**CONSIDER APPROVAL OF HVAC TEST AND BALANCE
FOR THE SUPPORT SERVICES FACILITY**

RECOMMENDATION:

That the Board of Trustees approve Engineered Air Balance for the HVAC test and balance service for the Support Services Facility in the amount of \$93,380 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The HVAC test and balance service is a professional service that the District must contract directly. The Support Services Facility is a single project but costs will be tracked separately for each facility and a separate proposal for HVAC test and balance service will be executed for each. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

The HVAC test and balance service will generate reports that will evaluate the operation of the heating, ventilating and air conditioning systems for the Support Services Facility.

Maintenance and Operations	\$44,980
<u>Purchasing and Warehouse</u>	<u>\$48,400</u>
Total Combined Agreements	\$93,380

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



Houston
604 Spring Hill Drive, Suite 100
Spring, Texas 77386
Tel: 281-873-7084
Fax: 281-872-6309
eabhouston@eabcoinc.com
www.eabcoinc.com

Proposal No. 2170185-1-2

TO: Lamar CISD
4907 Avenue I
Rosenberg, Texas 77471

RE: Lamar CISD Maintenance
& Operations Building

ATTENTION: Kevin McKeever

DATE: May 31, 2017

We are pleased to propose our services to test and balance the heating, ventilating and air conditioning systems in the subject project. In particular, we are proposing our services per the Issue for Proposal Mechanical Plans dated April 3, 2017.

- 1. Testing, Adjusting and Balancing per AABC Standards..... \$ 32,350.00
2. Control Sequence Verification \$ 8,800.00
3. Field Document Preparation \$ 1,535.00
4. Final Report Preparation..... \$ 2,295.00
TOTAL PRICE FOR THE ABOVE SERVICES \$ 44,980.00

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

Sincerely,
ENGINEERED AIR BALANCE CO., INC.
Gar Conaway
Sales Manager

Please return this proposal with your signature of approval.

James Steenberg / Board President

Date of Acceptance

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Houston
604 Spring Hill Drive, Suite 100
Spring, Texas 77386
Tel: 281-873-7084
Fax: 281-872-6309
eabhouston@eabcoinc.com
www.eabcoinc.com

Proposal No. 2170186-1-2

TO: Lamar CISD
4907 Avenue I
Rosenberg, Texas 77471

RE: Lamar CISD Support
Services Building

ATTENTION: Kevin McKeever

DATE: May 31, 2017

We are pleased to propose our services to test and balance the heating, ventilating and air conditioning systems in the subject project. In particular, we are proposing our services per the Issue for Proposal Mechanical Plans dated April 3, 2017.

- 1. Testing, Adjusting and Balancing per AABC Standards \$ 34,560.00
 - 2. Control Sequence Verification \$ 9,700.00
 - 3. Field Document Preparation \$ 1,700.00
 - 4. Final Report Preparation..... \$ 2,440.00
- TOTAL PRICE FOR THE ABOVE SERVICES \$ 48,400.00**

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

Sincerely,

ENGINEERED AIR BALANCE CO., INC.

Gar Conaway
Sales Manager

Please return this proposal with your signature of approval.

James Steenbergen / Board President

Date of Acceptance

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**CONSIDER APPROVAL OF HVAC TEST AND BALANCE FOR THE
BAND HALL ADDITION AT TERRY HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Engineered Air Balance for the HVAC test and balance service for the band hall addition at Terry High School in the amount of \$4,350 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

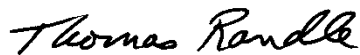
The HVAC test and balance service is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

The HVAC test and balance service will generate reports that will evaluate the operation of the heating, ventilating and air conditioning systems for the band hall addition at Terry High 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



Houston
604 Spring Hill Drive, Suite 100
Spring, Texas 77386
Tel: 281-873-7084
Fax: 281-872-6309
eabhouston@eabcoinc.com
www.eabcoinc.com

Proposal No. 2170160-1-2-2

TO: Lamar CISD
3911 Avenue I
Rosenberg, Texas 77471

RE: Lamar CISD Band Hall
Additions – Terry High School

ATTENTION: Kevin McKeever

DATE: May 22, 2017

We are pleased to propose our services to test and balance the heating, ventilating and air conditioning systems in the subject project. In particular, we are proposing our services per the Mechanical Plans dated January 30, 2017, Addendum No. 1 dated February 15, 2017, Addendum No. 2 February 22, 2017, Addendum No. 3 dated February 24, 2017 and Specification Section 23 05 93 entitled "Testing, Balancing and Adjusting (TAB) of Environmental Systems."

Testing, Adjusting and Balancing per AABC Standards	\$ 3,480.00
Control Sequence Verification	\$ 600.00
Field Document Preparation	\$ 110.00
Final Report Preparation	\$ 160.00

TOTAL PRICE FOR THE ABOVE SERVICES.....\$ 4,350.00

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

Sincerely,

ENGINEERED AIR BALANCE CO., INC.

Gar Conaway
Sales Manager

Cc: Rod Sias (Vanir Construction)

Please return this proposal with your signature of approval.

Name & Title

Date of Acceptance

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**CONSIDER APPROVAL OF HVAC TEST AND BALANCE FOR THE
BAND HALL ADDITION AT LAMAR CONSOLIDATED HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Engineered Air Balance for the HVAC test and balance service for the band hall addition at Lamar Consolidated High School in the amount of \$4,350 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The HVAC test and balance service is a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

The HVAC test and balance service will generate reports that will evaluate the operation of the heating, ventilating and air conditioning systems for the band hall addition at Lamar Consolidated High 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



Houston
 604 Spring Hill Drive, Suite 100
 Spring, Texas 77386
 Tel: 281-873-7084
 Fax: 281-872-6309
 eabhouston@eabcoinc.com
 www.eabcoinc.com

Proposal No. 2170160-1-2-1

TO: Lamar CISD
 3911 Avenue I
 Rosenberg, Texas 77471

RE: Lamar CISD Band Hall
 Additions – Lamar
 Consolidated High School

ATTENTION: Kevin McKeever

DATE: May 22, 2017

We are pleased to propose our services to test and balance the heating, ventilating and air conditioning systems in the subject project. In particular, we are proposing our services per the Mechanical Plans dated January 30, 2017, Addendum No. 1 dated February 15, 2017, Addendum No. 2 February 22, 2017, Addendum No. 3 dated February 24, 2017 and Specification Section 23 05 93 entitled "Testing, Balancing and Adjusting (TAB) of Environmental Systems."

Testing, Adjusting and Balancing per AABC Standards.....	\$ 3,480.00
Control Sequence Verification	\$ 600.00
Field Document Preparation	\$ 110.00
Final Report Preparation	\$ 160.00

TOTAL PRICE FOR THE ABOVE SERVICES.....\$ 4,350.00

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

Sincerely,

ENGINEERED AIR BALANCE CO., INC.



Gar Conaway
 Sales Manager

Cc: Rod Sias (Vanir Construction)

Please return this proposal with your signature of approval.

 Name & Title

 Date of Acceptance

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**CONSIDER APPROVAL OF ARCHITECT SELECTION
FOR FULSHEAR HIGH SCHOOL SHELL SPACE**

RECOMMENDATION:

That the Board of Trustees approve PBK as the architect for Fulshear High School shell space and authorize the Superintendent to begin contract negotiations for architect services.

IMPACT/RATIONAL:

On November 4, 2014, a bond referendum was approved that included the Fulshear High School shell space completion project.

Procurement for architect or engineer services is prescribed by law in Texas Government Code 2254. The code, specifically 2254.004, requires all submissions be selected on the basis of demonstrated competence and qualifications. PBK was previously selected as the designer for Fulshear High School and provided the preliminary design for the completion of this work as part of their original high school design.

These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval the Superintendent will begin contract negotiations with PBK.

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 PROCUREMENT METHOD FOR
DISTRICT-WIDE ACCESS CONTROLS**

RECOMMENDATION:

That the Board of Trustees approve cooperative purchasing as the procurement method for district-wide access controls.

IMPACT/RATIONALE:

On July 21, 2016, the Board approved the procurement method of Competitive Sealed Proposals (CSP's) to be used for the procurement of district-wide access control system.

After review of the work related to the district-wide access controls, it is better suited to utilize the cooperative purchasing method to solicit pricing from selected vendors.

PROGRAM DESCRIPTION:

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

Submitted By: 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 NEW USE OF FACILITIES RENTAL FEES

RECOMMENDATION:

That the Board of Trustees approve the new Use of Facilities Rental Fees.

IMPACT/RATIONAL:

The current Use of Facilities Rental rates have been in effect since November 2011. The rental rates were recently reviewed and adjusted to accurately reflect the costs incurred by the use of facilities from non-LCISD entities. The proposed fee schedule has been calculated using current utility costs, labor rates and maintenance and equipment costs paid by the district.

PROGRAM DESCRIPTION:

Upon approval the attached Use of Facilities Rental Fees will be used for all new events requested.

Submitted by: Kevin McKeever, Administrator for Operations
 Aaron Morgan, Region 4
 Nicole Nelson, Athletic Director
 Leslie Haack, Executive Director for Secondary Education

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

LCISD Facility Rental Fees and Guidelines

- Groups wishing to rent an LCISD Facility, should submit an online facility request via lcisd.org. Facility rental requests must be received 10 days in advance of the event.
- In order to confirm a facility rental reservation, a signed rental contract must be returned to LCISD and proof of insurance supplied, if applicable.
- LCISD reserves the right to assign staff and apply charges for site supervision, custodial, and security purposes at district discretion. LCISD staff may not volunteer in these capacities.
- All estimated fees and charges must be paid prior to the day of the event. Any additional charges resulting from the actual event will be billed within 10 working days following the event.
- Long term renters may apply for up to a 12-month agreement. This agreement will include a \$500 security deposit, but will allow the group to be charged monthly for their previous month's rentals.
- Failure to meet all requirements of a rental agreement, could negatively impact a group's ability to rent LCISD facilities in the future.
- LCISD reserves the right to cancel any facility rental if it conflicts with a LCISD event.
- Facility rentals on weekends and holidays will require a 2-hour minimum rental.

Athletic Field Rentals:

- Athletic Field Rentals require the approval of the Campus Athletic Coordinator or District Athletic Director in addition to the Administrator for Operations.
- Athletic fields may not be available for rentals during the competitive seasons of junior high and high school sports.
- Athletic fields can also be closed to rentals during herbicide, pesticide and maintenance treatments.
- Field prep including painting or chalking as needed for sporting events will be charged based on sport and venue for event and performed only by LCISD Maintenance.

Auditorium Rentals:

- Auditorium Rentals require the approval of the Campus Theater Director or District Fine Art Director in addition to the Administrator for Operations.
- No Food or Drinks may be taken into any LCISD Auditorium.
- Only LCISD approved technicians will operate the light and sound equipment.
- Sets and props on stage for junior high and high school productions may not be moved when the facility is being rented.

Natatorium Rentals:

- The rental of an LCISD Natatorium will require a certified lifeguard to be present for entire rental period.

LCISD Facility Rental Fees and Guidelines

The following rates include a facility supervisor for the event. Additional staffing needs and charges will be based on the event at LCISD discretion.

	School Days	Non-School Days (2 Hour Minimum)
Auditoriums:		
JH Forums	\$60 / hour	\$90 / hour
HS Auditoriums	\$150 / hour	\$180 /hour
Baseball/Softball Fields:		
Baseball Field	\$115 / hour	\$145 / hour
Softball Field	\$115 / hour	\$145 / hour
Cafeterias:		
Elementary Schools	\$50 / hour	\$80 / hour
Middle Schools	\$55 / hour	\$85 / hour
Junior High Schools	\$60 / hour	\$90 / hour
High Schools	\$90 / hour	\$120 / hour
Campus Stadiums:		
Junior High	\$100 / hour	\$130 / hour
High School	\$115 / hour	\$145 / hour
Traylor Stadium	\$150 / hour	\$180 / hour
Gymnasiums:		
Elementary Schools	\$50 / hour	\$80 / hour
Middle Schools	\$55 / hour	\$85 / hour
Junior High Schools	\$60 / hour	\$90 / hour
Additional 2 nd Gym	\$40 / hour	\$70 / hour
High Schools	\$90 / hour	\$120 / hour
Additional 2 nd Gyms	\$50 / hour	\$80 / hour
Natatoriums:		
Terry Natatorium	\$55 / hour	\$85 / hour
LCISD Natatorium	\$90 / hour	\$120 / hour
New HS Natatoriums (Available 2018)	\$80 / hour	\$110 / hour

Classrooms are only available as additional rental spaces in conjunction with the rental of a cafeteria, auditorium or gymnasium.

Each Classroom: \$30 / hour \$40 / hour

Additional Staffing Rates:

Site Supervisors	\$30 / hour	Custodian	\$25 / hour
Security	\$40 / hour	Sound/Light Technician	\$40 / hour
Police Officer (Paid on Site)	\$40 / hour	Scoreboard Operator	\$30 / hour
Maintenance	\$30 / hour	Lifeguard	\$15 / hour

LCISD Facility Rental Fee Proposal Comparisons

Facility	Current Hourly Rate	Proposed Hourly Rate	Katy ISD Rate	Pearland ISD Rate	Spring Branch ISD Rate	Cy Fair ISD Rate
JH Forum	\$96.65	\$60 - \$90	\$80.00	\$175 (2 Hr Min + \$50 Admin Fee)	Not Published	\$75 (4 Hr Min.)
HS Auditorium	\$196.66	\$150 - \$180	\$333.33- \$666.66	Do Not Rent	Not Published	Do Not Rent
HS Baseball Field	\$250 per event	\$115 - \$145	\$130.00	Do Not Rent	\$205 (2 Hr Min)	\$60 (Summer Only - 4 Hr Min)
HS Softball Field	\$250 per event	\$115 - \$145	\$130.00	Do Not Rent	\$205 (2 Hr Min)	\$60 (Summer Only - 4 Hr Min)
Elem. Cafeteria	\$96.65	\$50 - \$80	\$70.00	\$75 (2 Hr Min + \$50 Admin Fee)	Not Published	\$75 (4 Hr Min.)
JH Cafeteria	\$96.65	\$60 - \$90	\$80.00	\$125 (2 Hr Min + \$50 Admin Fee)	Not Published	\$85 (4 Hr Min.)
HS Cafeteria	\$96.65	\$90 - \$120	\$96.66	Do Not Rent	Not Published	\$85 (4 Hr Min.)
JH Stadium	\$250 per event	\$100 - \$130	\$130.00	\$100 (2 Hr Min + \$50 Admin Fee)	\$215 / Hr	\$55 (2 Hr Min.)
HS Stadium	\$300 per event	\$115 - \$145	\$130.00	Do Not Rent	\$300 / Hr	\$65 (4 Hr Min.)
Traylor Stadium	\$350 per event	\$150 - \$180	Not Published	Do Not Rent	\$2,000 / Hr	Not Published
Elem. Gymnasium	\$65.00	\$50 - \$80	\$70.00	\$75 (2 Hr Min + \$50 Admin Fee)	Not Published	Do Not Rent
JH Gymnasium	\$96.65	\$60 - \$90	\$80.00	\$125 (2 Hr Min + \$50 Admin Fee)	\$95 (3 Hr Min)	\$50 (4 Hr Min.)
HS Gymnasium	\$96.65	\$90 - \$120	\$96.65 (Summers Only)	Do Not Rent	\$95 (3 Hr Min)	\$55 (4 Hr Min.)
Terry Natatorium	\$105.00	\$55 - \$85	\$30 - \$116.25	City Facility	\$75 - \$320	\$80 (4 Hr Min.)
LCISD Natatoirum	\$105.00	\$90 - \$120	\$30 - \$116.25	City Facility	\$75 - \$320	\$80 (4 Hr Min.)

Additional Notes:		All rental rates now structured on a per hour charge.	Blackout dates exist for all facilities based on campus needs and maintenance schedule.	Rates increase when rented by for profit entities. These rates are for non-profit, religious and educational	Additional \$25 application fee and all personnel costs are at a minimum of 2 hours.	Require that 80% of participants are Cy Fair ISD Residents and the organization is a 501c(3)
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LCISD AUDITORIUM RENTAL FEE PROPOSAL

	JH Forums	HS Auditoriums
Utility Costs	\$25.86	\$64.70
Technical Equipment	\$0.00	\$25.58
Stage Equipment	\$4.89	\$23.55
Regular Maintenance	\$4.82	\$8.15
Supervisor during standard operating hours	\$25.00	\$25.00
Total Costs	\$60.57	\$146.98
<i>Proposed Rental Charge</i> Monday - Friday 5:30 p.m. - 9:00 p.m.	<i>\$60.00</i>	<i>\$150.00</i>
<i>**Proposed Rental Charge**</i> Saturdays, Sundays & Holidays 3 Hour Minimum Rental Applies	<i>\$90.00</i>	<i>\$180.00</i>

***Includes \$5.00 Increase for Supervisor Rate and \$25.00 Custodial Rate due to extended and overtime hours. ***

LCISD Facility Use Rate Schedule
Auditoriums

Cost Analysis Information:

In order to create a rate schedule which represents the costs incurred by the school district to maintain our various facilities, while promoting community use of our facilities for various functions, the following guidelines were used to derive rental fees.

Each facility rental rate was calculated as follows:

- The JH Forum occupies the same footprint as the cafeteria. It also includes the same average usage. Thus, the pricing was calculated in the same manner as the cafeteria rental pricing.
- The High School Auditorium is used as an instructional space 176 days a year for 8 hours a day. In addition, there are approximately 96 additional days of rehearsal in a year at 4 hours each. On average the high school auditoriums are used 1,792 hours a year.
- Auditorium equipment used by most groups includes both technical components and physical stage components. The cost for purchasing and replacing these items falls to LCISD, however the rate of use of this equipment impacts the rate at which these items have to be replaced.
- Proper supervision must be maintained when anyone is utilizing the school facilities. For regular operating hours, the cost of custodial services and site supervisor has been built into rental rates. Using the facility outside of these standard hours will require additional staffing to be secured and additional fees assessed.

High School Auditoriums:

Annual average utility costs for a high school equal \$386,518.17. Auditorium operations require that 30% of the building systems must be utilized to condition the auditorium and surrounding areas. The yearly cost to operate an auditorium is \$115,955.45 or \$64.70 an hour.

Based on an average life span, purchase price and use schedule, commonly used auditorium equipment costs = \$49.13 per hour

Technical Equipment: Sound Board - \$25,000 / 10 yrs - \$1.40 / hr
Microphones – 4 @ \$2,500 / yr - \$5.58 / hr
Light boards - \$8,500 / 20 yr - \$.24 / hr
Lightbulbs – 72 @ \$400 / yr - \$16.07 / hr
Speakers - \$35,000 / 25 yrs - \$.78 / hr
Light Rigging - \$50,000 / 25 yrs - \$1.12 / hr
Computer Controls - \$2,100 / 3 yrs - \$.39 / hr

Stage Equipment: Seating - \$827,900 / 25 yrs - \$18.48 / hr
Carpet - \$75,000 / 20 yrs – \$2.09 / hr
Stage Floor Refurbishing - \$4,000 / yr - \$2.23 / hr
Stage Curtain - \$27,000 / 20 yrs - \$.75 /hr

Annual maintenance and repair costs are estimated at \$14,600 per year per school or \$8.15 per hour

Hourly Charge to Maintain High School Auditorium = \$146.98 per hour

Junior High Forums:

Annual average utility costs for a junior high school equal \$204,000.00. Forum operations require that 25% of the building systems must be utilized to condition the forum. The yearly cost to operate a forum is \$51,000.00 or \$25.86 per hour.

Based on an average life span, purchase price and use schedule, commonly used forum equipment costs = \$4.89 per hour

Annual maintenance and repair costs have averaged \$9,500 per year per school or \$4.82 per hour

Hourly Charge to Maintain Junior High School Cafeteria = \$35.57 per hour

LCISD CAFETERIA RENTAL FEE PROPOSAL

	Elementary Cafeteria	MS Cafeteria	JH Cafeteria	HS Cafeteria
Utility Costs	\$15.67	\$21.61	\$25.86	\$49.00
Equipment Costs Ammoritized	\$0.69	\$0.69	\$4.89	\$4.89
Avg. Maintenance & Repair	\$5.10	\$3.68	\$4.82	\$6.09
Supervisor during standard operating hours	\$25.00	\$25.00	\$25.00	\$25.00
Total Costs	\$46.46	\$50.98	\$60.57	\$84.98
<i>Proposed Rental Charge</i> Monday - Friday 5:30 p.m. - 9:00 p.m.	\$50.00	\$55.00	\$60.00	\$90.00
<i>**Proposed Rental Charge**</i> Saturdays, Sundays & Holidays 2 Hour Minimum Rental Applies	\$80.00	\$85.00	\$90.00	\$120.00

***Includes \$5.00 Increase for Supervisor Rate and \$25.00 Custodial Rate due to extended and overtime hours. ***

LCISD Facility Use Rate Schedule Cafeteria

Cost Analysis Information:

In order to create a rate schedule which represents the costs incurred by the school district to maintain our various facilities, while promoting community use of our facilities for various functions, the following guidelines were used to derive rental fees.

Each facility rental rate was calculated as follows:

- Each high school and junior high school facility is occupied from 8 am – 3 pm on 176 school days a year. Cafeterias are occupied for extended hours from 6 am – 6 pm 148 of those days. average secondary cafeterias are used 1,972 hours per year.
- Middle school and elementary school cafeterias are occupied from 7 am – 4 pm 196 days a year. On average those cafeterias are used 1,764 hours per year.
- Common equipment used by all groups includes tables, chairs and operable walls or public address systems. The cost for purchasing and replacing these items falls to LCISD, however the rate of use of this equipment impacts the rate at which these items have to be replaced.
- Proper supervision must be maintained when anyone is utilizing the school facilities. For regular operating hours, the cost of custodial services and site supervisor has been built into rental rates. Using the facility outside of these standard hours will require additional staffing to be secured and additional fees assessed.

High School Cafeterias:

Annual average utility costs for a high school equal \$386,518.17. Cafeteria operations require that 25% of the building systems must be utilized to condition the cafeteria. The yearly cost to operate a cafeteria is \$96,629.54 or \$49.00 per hour.

Based on an average life span, purchase price and use schedule, cafeteria equipment costs = \$4.89 hour

Annual maintenance and repair costs are estimated at \$12,000 per year per school or \$6.09 per hour

Hourly Charge to Maintain High School Cafeteria = \$59.98 per hour

Junior High Cafeterias:

Annual average utility costs for a junior high school equal \$204,000.00. Cafeteria operations require that 25% of the building systems must be utilized to condition the cafeteria. The yearly cost to operate a cafeteria is \$51,000.00 or \$25.86 per hour.

Based on an average life span, purchase price and use schedule, cafeteria equipment costs = \$4.89 per hour

Annual maintenance and repair costs have averaged \$9,500 per year per school or \$4.82 per hour

Hourly Charge to Maintain Junior High School Cafeteria = \$35.57 per hour

Middle School Cafeterias:

Annual average utility costs for a middle school equals \$95,302.69. Cafeteria operations require that 40% of the building systems must be utilized to condition the cafeteria. The yearly cost to operate a cafeteria is \$38,121.08 or \$21.61 per hour.

Based on an average life span, purchase price and use schedule, cafeteria equipment costs = \$.69 per hour

Annual maintenance and repair costs have averaged \$6,500 per year per school or \$3.68 per hour

Hourly Charge to Maintain Middle School Cafeteria = \$25.98 per hour

Elementary School Cafeterias:

Annual average utility costs for an elementary school is \$110,565.81. Cafeteria operations require that 40% of the building systems must be utilized to condition the cafeteria. The yearly cost to operate a cafeteria is \$27,641.45 or \$15.67 per hour.

Based on an average life span, purchase price and use schedule, cafeteria equipment costs = \$.69 per hour

Annual maintenance and repair costs have averaged \$9,000 per year per school or \$5.10 per hour

Hourly Charge to Maintain Elementary School Cafeteria = \$21.46 per hour

LCISD GYMNASIUM RENTAL FEE PROPOSAL

	Elementary Gyms	MS Gyms	JH Gyms	Add On 2nd Gym	HS Gyms	Add On 2nd Gym
Utility Costs	\$15.67	\$21.61	\$25.86	\$9.05	\$49.00	17.15
Floor Maintenance	N/A	\$1.58	\$1.65	\$1.65	\$2.23	\$2.23
Equipment Costs Ammoritized	\$0.31	\$0.31	\$2.88	\$2.88	\$4.42	\$4.42
Avg. Maintenance & Repair	\$5.10	\$3.68	\$4.82	\$4.82	\$6.09	\$6.09
Supervisor during standard operating hours	\$25.00	\$25.00	\$25.00	\$20.00	\$25.00	\$20.00
Total Costs	\$46.08	\$52.18	\$60.21	\$38.40	\$86.74	\$49.89
<i>Proposed Rental Charge</i> Monday - Friday 5:30 p.m. - 9:00 p.m.	<i>\$50.00</i>	<i>\$55.00</i>	<i>\$60.00</i>	<i>\$40.00</i>	<i>\$90.00</i>	<i>\$50.00</i>
<i>**Proposed Rental Charge**</i> Saturdays, Sundays & Holidays 2 Hour Minimum Rental Applies	<i>\$80.00</i>	<i>\$85.00</i>	<i>\$90.00</i>	<i>\$70.00</i>	<i>\$120.00</i>	<i>\$80.00</i>

***Includes \$5.00 Increase for Supervisor Rate and \$25.00 Custodial Rate due to extended and overtime hours. ***

LCISD Facility Use Rate Schedule Gymnasiums

Cost Analysis Information:

In order to create a rate schedule which represents the costs incurred by the school district to maintain our various facilities, while promoting community use of our facilities for various functions, the following guidelines were used to derive rental fees.

Each facility rental rate was calculated as follows:

- Each high school and junior high school facility is occupied from 8 am – 3 pm on 176 school days a year. Gyms are occupied for extended hours from 6 am – 6 pm 148 of those days. On average secondary gyms are used 1,972 hours per year.
- Middle school and elementary school gyms are occupied from 7 am – 4 pm 196 days a year. On average those gyms are used 1,764 hours per year.
- Common equipment used by all groups includes basketball backboards, wall pads and bleachers. The cost for purchasing and replacing these items falls to LCISD, however the rate of use of this equipment impacts the rate at which these items have to be replaced.
- Proper supervision must be maintained when anyone is utilizing the gymnasium facilities. For regular operating hours, the cost of custodial services and site supervisor has been built into rental rates. Using the facility outside of these standard hours will require additional staffing to be secured and additional fees assessed.

High School Gyms:

Annual average utility costs for a high school equal \$386,518.17. Gym operations require that 25% of the building systems must be utilized to condition the gymnasium. The yearly cost to operate a gym is \$96,629.54 or \$49.00 per hour.

Annual floor costs (including recoating and refinishing) average \$4,410 per year or \$2.23 per hour

Based on an average life span, purchase price and use schedule, gym equipment costs = \$4.42 per hour

(Basketball Goals (\$4,992/15yrs), Wall Pads (\$3,180/8yrs), and Bleachers(\$200,000/25yrs)

Annual maintenance and repair costs are estimated at \$12,000 per year per school or \$6.09 per hour

Hourly Charge to Maintain High School Gymnasium = \$61.74 per hour

HS Add-on Second Gym

For those groups who would like to add a second gym to their rental, the rate included pro-rates the utility cost for the added space of second gym and additional custodial support. It does not include additional costs for supervisor coverage.

Junior High Gyms:

Annual average utility costs for a junior high school equal \$204,000.00. Gym operations require that 25% of the building systems must be utilized to condition the gymnasium. The yearly cost to operate a gym is \$51,000.00 or \$25.86 per hour.

Annual floor costs (including recoating and refinishing) average \$3,263 per year or \$1.65 per hour.

Based on an average life span, purchase price and use schedule, gym equipment costs = \$2.88 per hour

(Basketball Goals (\$2,708/15yrs), Wall Pads (\$2,862/8yrs), and Bleachers(\$120,000/25yrs)

Annual maintenance and repair costs have averaged \$9,500 per year per school or \$4.82 per hour

Hourly Charge to Maintain Junior High School Gymnasium = \$35.21 per hour

JH Add-on Second Gym

For those groups who would like to add a second gym to their rental, the rate included pro-rates the utility cost for the added space of second gym and additional custodial support. It does not include additional costs for supervisor coverage.

Middle School Gyms:

Annual average utility costs for a middle school equal \$95,302.69. Gym operations require that 40% of the building systems must be utilized to condition the gymnasium. The yearly cost to operate a gym is \$38,121.08 or \$21.61 per hour.

Annual floor costs (including recoating and refinishing) average \$2,793 per year or \$1.58 per hour.

Based on an average life span, purchase price and use schedule, gym equipment costs = \$.31 per hour

(Basketball Goals (\$2,708/15yrs), Wall Pads (\$2,862/8yrs)

Annual maintenance and repair costs have averaged \$6,500 per year per school or \$3.68 per hour

Hourly Charge to Maintain Middle School Gymnasium = \$27.18 per hour

Elementary School Gyms:

Annual average utility costs for an elementary school is \$110,565.81. Gym operations require that 40% of the building systems must be utilized to condition the gymnasium. The yearly cost to operate a gym is \$27,641.45 or \$15.67 per hour.

Based on an average life span, purchase price and use schedule, gym equipment costs = \$.31 per hour

(Basketball Goals (\$2,708/15yrs), Wall Pads (\$2,862/8yrs)

Annual maintenance and repair costs have averaged \$9,000 per year per school or \$5.10 per hour

Hourly Charge to Maintain Elementary School Gymnasium = \$21.08 per hour

LCISD BASEBALL/SOFTBALL FIELD RENTAL FEE PROPOSAL

	Baseball Field	Softball Field
Utility Costs	\$16.07	\$16.07
Chemical Costs	\$28.46	\$28.46
Equipment Amoritization	\$8.22	\$8.22
Avg. Maintenance & Repair	\$35.01	\$35.01
Supervisor during standard operating hours	\$25.00	\$25.00
Total	\$112.76	\$112.76
<i>Proposed Rental Charge</i> Monday - Friday 5:30 p.m. - 9:00 p.m. Excludes Holidays	<i>\$115.00</i>	<i>\$115.00</i>
<i>**Proposed Rental Charge</i> Saturdays, Sundays & Holidays 2 Hour Minimum Rental Applies	<i>\$145.00</i>	<i>\$145.00</i>

***Includes \$5.00 Increase for Supervisor Rate and \$25.00 Custodial Rate due to extended and overtime hours. ***

LCISD Facility Use Rate Schedule

Baseball/Softball Fields

Cost Analysis Information:

In order to create a rate schedule which represents the costs incurred by the school district to maintain our various facilities, while promoting community use of our facilities for various functions, the following guidelines were used to derive rental fees.

Each facility rental rate was calculated as follows:

- Each baseball/softball field is used, on average, 33 weeks a year at 15 hours per week or 495 hours per year.
- Common equipment used by all groups includes scoreboards, bleachers, bases, foul poles and fencing. The cost for purchasing and replacing these items falls to LCISD, however the rate of use of this equipment impacts the rate at which these items have to be replaced.
- Proper supervision must be maintained when anyone is utilizing the stadium facilities. For regular operating hours, the cost of custodial services and site supervisor has been built into rental rates. Using the facility outside of these standard hours will require additional staffing to be secured and additional fees assessed.

High School Baseball Stadiums:

Annual utility costs average \$7,952.47 per year or \$16.07 per hour.

Regular chemical applications are made for herbicide, pesticide, paint and topdressing. Those total \$14,090.10 per year or \$28.46 per hour.

Based on an average life span, purchase price and use schedule, field equipment costs = \$8.22 per hour.

(Bases and Foul Poles (\$525/yr), Scoreboard (\$1,085/yr), Fencing (\$419/yr) and Bleachers (\$2,040/yr)

Annual maintenance and repair costs are \$17,330 per year per school or \$35.01 per hour.

Hourly Charge to Maintain High School Stadium = \$87.76 per hour

High School Softball Stadiums:

Annual utility costs average \$7,952.47 per year or \$16.07 per hour.

Regular chemical applications are made for herbicide, pesticide, paint and topdressing. Those total \$14,090.10 per year or \$28.46 per hour.

Based on an average life span, purchase price and use schedule, field equipment costs = \$8.22 per hour.

(Bases and Foul Poles (\$525/yr), Scoreboard (\$1,085/yr), Fencing (\$419/yr) and Bleachers (\$2,040/yr)

Annual maintenance and repair costs are \$17,330 per year per school or \$35.01 per hour.

Hourly Charge to Maintain High School Stadium = \$87.76 per hour

LCISD NATATORIUM RENTAL FEE PROPOSAL

	Terry Natatorium	LCISD Natatorium	2018 Practice Pools (Estimate)
Utility Costs	\$10.11	\$53.32	\$45.00
Chemical Costs	\$5.69	\$5.73	\$5.73
Pool Equipment Amoritization	\$1.23	\$1.23	\$1.23
Avg. Maintenance & Repair	\$10.30	\$2.08	\$2.08
Supervisor during standard operating hours	\$25.00	\$25.00	\$25.00
Total	\$52.33	\$87.36	\$79.04
<i>Proposed Rental Charge</i> School Days Monday - Friday 5:30 p.m. - 9:00 p.m.	\$55.00	\$90.00	\$80.00
<i>**Proposed Rental Charge</i> Saturdays, Sundays & Holidays 2 Hour Minimum Rental Applies	\$85.00	\$120.00	\$110.00

***Includes \$5.00 increase for Supervisor and \$25.00 Custodial Rate due to extended and overtime hours. **
Multiple groups using the same facility at the same may split the rental fee between them.*

LCISD Facility Use Rate Schedule

LCISD Natatoriums

Cost Analysis Information:

In order to create a rate schedule which represents the costs incurred by the school district to maintain our various facilities, while promoting community use of our facilities for various functions, the following guidelines were used to derive rental fees.

Each facility rental rate was calculated as follows:

- Each facility runs from approximately 6:00 a.m. – 9:00 p.m. most days in order to accommodate high school swimming and diving programs, 4th grade swimming and rentals by local swim groups. This is 15 hours of run time per day for all functions of the facility. (5,475 hrs)
- Common equipment used by all groups includes lane ropes, starting blocks and the pace clock. The cost for purchasing and replacing these items falls to LCISD, however the rate of use of this equipment impacts the rate at which these items have to be replaced.
- Proper supervision must be maintained when anyone is utilizing the natatorium facilities. For regular operating hours, the cost of custodial services and pool supervisor has been built into rental rates. Using the facility outside of these standard hours will require additional staffing to be secured and additional fees assessed.
- We have drafted a plan to alter the site custodian schedule to have them on duty during the regular school day rental period to alleviate the added cost of custodial support to renters.

Terry Natatorium:

Annual utility costs average \$55,370.25 per year or \$151.70 per day at 15 hours of use = \$10.11 per hour

Annual chemical costs average \$31,167 per year or \$85.39 per day at 15 hours of use = \$5.69 per hour

Based on an average life span, purchase price and use schedule, pool equipment costs = \$1.23 per hour

(Pace clocks = .22/hr : Lane ropes = .27/hr : Starting Blocks = .25/hr : Deck/Tile/Epoxy/Misc. = .49/hr)

Annual maintenance and repair costs have averaged \$56,390 per year per pool or \$10.30 per hour

Hourly Charge to Maintain Terry Natatorium = \$27.33 per hour

LCISD Natatorium:

Annual utility costs average \$291,927 per year or \$799.80 per day at 15 hours of use = \$53.32 per hour

Annual chemical costs average \$31,390 per year or \$86.00 per day at 15 hours of use = \$5.73 per hour

Based on an average life span, purchase price and use schedule, pool equipment costs = \$1.23 per hour

(Pace clocks = .22/hr : Lane ropes = .27/hr : Starting Blocks = .25/hr : Deck/Tile/Epoxy/Misc. = .49/hr)

Annual maintenance and repair costs have averaged \$11,390 per year per pool or \$2.08 per hour

Hourly Charge to Maintain LCISD Natatorium = \$62.36 per hour

2018 Practice Pools:

Prices are based on averages and estimates from our existing facilities.

Hourly Charge to Maintain Campus Practice Pools = \$54.04 per hour

LCISD CAMPUS STADIUM RENTAL FEE PROPOSAL

	JH Stadiums	HS Stadiums	Traylor Stadium
Utility Costs	\$8.03	\$16.07	\$60.34
Chemical Costs	\$26.30	\$28.46	\$0.19
Equipment Amoritzation	\$5.49	\$8.22	\$18.50 + \$35.87 (Turf)
Avg. Maintenance & Repair	\$33.19	\$35.01	\$10.10
Supervisor during standard operating hours	\$25.00	\$25.00	\$25.00
Total	\$98.01	\$112.76	\$150.00
<i>Proposed Rental Charge</i> Monday - Friday 5:30 p.m. - 9:00 p.m. Excludes Holidays	\$100.00	\$115.00	\$150.00
<i>**Proposed Rental Charge</i> Saturdays, Sundays & Holidays 2 Hour Minimum Rental Applies	\$130.00	\$145.00	\$180.00

***Includes \$5.00 Increase for Supervisor Rate and \$25.00 Custodial Rate due to extended and overtime hours. ***

LCISD Facility Use Rate Schedule

Stadiums

Cost Analysis Information:

In order to create a rate schedule which represents the costs incurred by the school district to maintain our various facilities, while promoting community use of our facilities for various functions, the following guidelines were used to derive rental fees.

Each facility rental rate was calculated as follows:

- Each grass stadium is used, on average, 33 weeks a year at 15 hours per week or 495 hours per year.
- Traylor's turf stadium is used 46 weeks a year at 20 hours per week or 920 hours a year.
- Common equipment used by all groups includes scoreboards, bleachers, field goal posts and/or soccer goals. The cost for purchasing and replacing these items falls to LCISD, however the rate of use of this equipment impacts the rate at which these items have to be replaced.
- Proper supervision must be maintained when anyone is utilizing the stadium facilities. For regular operating hours, the cost of custodial services and site supervisor has been built into rental rates. Using the facility outside of these standard hours will require additional staffing to be secured and additional fees assessed.

Traylor Stadiums:

Annual utility costs average \$55,512.82 per year or \$60.34 per hour.

Limited chemical applications are made due to the synthetic surface, \$174.80 on average or \$0.19 per hour.

Based on an average life span, purchase price and use schedule, field equipment costs = \$15.82 per hour

(Field Goal Posts or Soccer Goals (\$1529/yr), Scoreboard (\$6,802/yr) and Bleachers (\$8,690/yr)

Assuming the turf surface lasts for 10 years before needing to be replaced at \$330,000, the turf cost is \$35.87 per hour.

Annual maintenance and repair costs are \$9,300 per year per school or \$10.10 per hour

Hourly Charge to Maintain Traylor Stadium = \$125.00 per hour

High School Stadiums:

Annual utility costs average \$7,952.47 per year or \$16.07 per hour.

Regular chemical applications are made for herbicide, pesticide, paint and topdressing. Those total \$14,090.10 per year or \$28.46 per hour.

Based on an average life span, purchase price and use schedule, field equipment costs = \$8.22 per hour

(Field Goal Posts or Soccer Goals (\$929/yr), Scoreboard (\$1,092/yr) and Bleachers (\$2,046.66/yr)

Annual maintenance and repair costs are \$17,330 per year per school or \$35.01 per hour

Hourly Charge to Maintain High School Stadium = \$87.76 per hour

Junior High Stadiums:

Annual utility costs average \$3,976.24 per year or \$8.03 per hour.

Regular chemical applications are made for herbicide, pesticide, paint and topdressing. Those total \$13,018.50 per year or \$26.30 per hour.

Based on an average life span, purchase price and use schedule, field equipment costs = \$5.49 per hour

(Field Goal Posts or Soccer Goals (\$401/yr), Scoreboard (\$674/yr) and Bleachers(\$1,642.60/yr)

Annual maintenance and repair costs are \$16,429 per year per school or \$33.19 per hour

Hourly Charge to Maintain High School Stadium = \$73.01 per hour

**CONSIDER APPROVAL OF PROMETHEAN INTERACTIVE PANELS
FOR CAMPBELL ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the purchase and installation of Promethean Interactive Panels for Campbell Elementary School from CDW-G in the amount of \$221,697.72 for hardware, services, and supplies.

IMPACT/RATIONALE:

Lamar Consolidated Independent School District believes that Interactive Whiteboards/Panels positively impact teaching and learning. The District utilizes two different products, Promethean, which are mostly used in elementary, and Smart, which are mostly used at secondary campuses. Campbell Elementary is the only campus in the District with a significant mix of each of these products. In addition, all of the Smart Boards and most of the Promethean Boards at Campbell are the oldest and smallest in the District and are failing. This project would replace all the boards at Campbell with Promethean Panels. Any viable Promethean Boards and projectors will be repurposed.

PROGRAM DESCRIPTION:

CDW-G offers pricing through a TIPS/TAPS cooperative purchasing agreement. This project will be funded from 2011 and 2014 bond funds dedicated to Projector Refresh and Interactive Whiteboards.

Submitted by: David Jacobson, Chief Technology Information Officer
Ken Walla, Manager of Special Projects

Recommended for approval:



Dr. Thomas Randle
Superintendent

QUOTE CONFIRMATION



DEAR KENNETH WALLA,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HZJJ784	6/1/2017	CAMBELL- PROMETHEAN	4638123	\$221,697.72

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Promethean ActivPanel 5 70" LED display Mfg. Part#: AP5-70E UNSPSC: 43211902 Contract: TIPS/TAPS Computers, Equipment, Components 2062515 (2062515)	46	4527532	\$3,263.58	\$150,124.68
Promethean ActivCare Plus On-Site Support - extended service agreement - 5 Mfg. Part#: APTMEXT5YROSS UNSPSC: 81111812 Electronic distribution - NO MEDIA Contract: TIPS/TAPS Computers, Equipment, Components 2062515 (2062515)	46	3590784	\$204.75	\$9,418.50
C2G 8in DisplayPort to HDMI Adapter Converter - Male to Female Black Mfg. Part#: 54322 UNSPSC: 26121628 Contract: TIPS/TAPS Computers, Equipment, Components 2062515 (2062515)	46	3423270	\$12.69	\$583.74
C2G Dual HDMI Pass Through Double Gang Wall Plate with One Decorative Style Mfg. Part#: 39709 UNSPSC: 39121704 Contract: MARKET	46	4390832	\$43.34	\$1,993.64
C2G Two Port Keystone Decorative Style Wall Plate - White - modular insert Mfg. Part#: 03721 UNSPSC: 31162802 Contract: TIPS/TAPS Computers, Equipment, Components 2062515 (2062515)	46	1607560	\$0.68	\$31.28
C2G Snap-In 3.5mm Stereo F/F Keystone Insert Module - modular insert Mfg. Part#: 03819 UNSPSC: 31162802 Contract: TIPS/TAPS Computers, Equipment, Components 2062515 (2062515)	46	2170514	\$2.43	\$111.78
C2G Snap-In USB A/B Female Keystone Insert Module - modular insert (couplin Mfg. Part#: 28751 UNSPSC: 43211612 Contract: TIPS/TAPS Computers, Equipment, Components 2062515 (2062515)	46	2176020	\$5.86	\$269.56

QUOTE DETAILS (CONT.)				
<u>StarTech.com 6 ft High Speed HDMI Cable M/M - Ultra HD 4k x 2k HDMI Cable</u>	92	3036583	\$5.51	\$506.92
Mfg. Part#: HDMM6 UNSPSC: 26121604 Contract: TIPS/TAPS Computers, Equipment, Components 2062515 (2062515)				
<u>StarTech.com 6 ft Slim 3.5mm Stereo Audio Cable - M/M</u>	46	2357125	\$1.70	\$78.20
Mfg. Part#: MU6MMS UNSPSC: 26121604 Contract: TIPS/TAPS Computers, Equipment, Components 2062515 (2062515)				
<u>C2G 2m USB 2.0 A/B Cable Red</u>	46	1301573	\$2.68	\$123.28
Mfg. Part#: 35673 UNSPSC: 26121604 Contract: TIPS/TAPS Computers, Equipment, Components 2062515 (2062515)				
<u>C2G Velocity 50ft Velocity 3.5mm M/M Stereo Audio Cable - audio cable - 50</u>	46	1177367	\$15.53	\$714.38
Mfg. Part#: 40605 UNSPSC: 26121628 Contract: TIPS/TAPS Computers, Equipment, Components 2062515 (2062515)				
<u>StarTech.com 15 ft High Speed HDMI Cable M/M - Ultra HD 4k x 2k HDMI Cable</u>	56	3017767	\$13.90	\$778.40
Mfg. Part#: HDMM15 UNSPSC: 26121604 Contract: TIPS/TAPS Computers, Equipment, Components 2062515 (2062515)				
<u>StarTech.com 35 ft High Speed HDMI Cable - Ultra HD 4k x 2k HDMI Cable 35ft</u>	20	2935182	\$32.95	\$659.00
Mfg. Part#: HDMM35 UNSPSC: 26121628 Contract: TIPS/TAPS Computers, Equipment, Components 2062515 (2062515)				
<u>StarTech.com 50 ft High Speed HDMI Cable 4K@30 - No Signal Booster Required</u>	16	2935198	\$42.82	\$685.12
Mfg. Part#: HDMM50 UNSPSC: 26121628 Contract: TIPS/TAPS Computers, Equipment, Components 2062515 (2062515)				
<u>StarTech.com 30 ft Active USB 2.0 A to B Cable - M/M</u>	12	2633658	\$15.93	\$191.16
Mfg. Part#: USB2HAB30AC UNSPSC: 26121609 Contract: TIPS/TAPS Computers, Equipment, Components 2062515 (2062515)				
<u>StarTech.com Active USB 2.0 A to B Cable - M/M</u>	10	3063630	\$25.94	\$259.40
Mfg. Part#: USB2HAB50AC UNSPSC: 26121604 Contract: TIPS/TAPS Computers, Equipment, Components 2062515 (2062515)				
<u>AV INSTALL PRJCT - 2 ACTIVE PANEL/RM</u>	46	4642619	\$544.18	\$25,032.28
Mfg. Part#: EBR-15513-02 Electronic distribution - NO MEDIA Contract: TIPS/TAPS Computers, Equipment, Components 2062515 (2062515)				
<u>AV INSTALL PRJCT - EXTEND CABLE RUN</u>	18	4642640	\$71.76	\$1,291.68
Mfg. Part#: EBR-15513-07 Electronic distribution - NO MEDIA				

QUOTE DETAILS (CONT.)

Contract: TIPS/TAPS Computers, Equipment, Components 2062515 (2062515)

Promethean - wall mount	46	3652640	\$618.32	\$28,442.72
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Mfg. Part#: AP70ASW

UNSPSC: 31162313

Contract: TIPS/TAPS Computers, Equipment, Components 2062515 (2062515)

C2G Wiremold Uniduct Double Gang Extra Deep Junction Box - White - cable ra	30	3566421	\$13.40	\$402.00
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Mfg. Part#: 16087

Contract: TIPS/TAPS Computers, Equipment, Components 2062515 (2062515)

PURCHASER BILLING INFO		SUBTOTAL	\$221,697.72
Billing Address: LAMAR CONSOLIDATED SCHOOL DISTRICT ACCTS PAYABLE 3911 AVENUE I ROSENBERG, TX 77471-3901 Phone: (281) 341-3100 Payment Terms: NET 30 Days-Govt/Ed		SHIPPING	\$0.00
		GRAND TOTAL	\$221,697.72
DELIVER TO		Please remit payments to:	
Shipping Address: LAMAR CONSOLIDATED SCHOOL DISTRICT 4907 AVENUE I ROSENBERG, TX 77471-3465 Shipping Method: FEDEX Ground		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION



Mike LaRocco

(866) 229-6142

miclaro@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

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CONSIDER APPROVAL OF NETWORK STORAGE AND SERVER EXPANSION

RECOMMENDATION:

That the Board of Trustees approve the purchase of network storage and server hardware, installation and configuration services in the amount of \$210,005.23 from Dell.

IMPACT/RATIONALE:

The District's Server/Storage infrastructure hosts business critical applications and resources that support staff and students. These applications are requiring more memory and increased backend storage performance/capacity. With the ongoing growth in the District, the demand on our servers and storage systems are also increasing and needs to expand to support that growth. This project would add storage performance and capacity to our storage infrastructure. Additional memory would be added to our server infrastructure and three additional nodes will be added to our Network Attached Storage (NAS) system.

PROGRAM DESCRIPTION:

Dell was selected to provide these products through cooperative purchasing agreements. Funds from the 2011 and 2014 bonds dedicated to Server Storage and Network Access will be used to fund this project.

Submitted by: David Jacobson, Chief Technology Information Officer
Jason Bright, Director of Network Services

Recommended for approval:



Dr. Thomas Randle
Superintendent



Quotation to LAMAR CONS IND SCHOOL DISTRICT

Dell Marketing, LP
P.O. Box 149257
Austin, TEXAS 78714

Quote Date: 5/21/2017
Quotation #: DLA136952
Valid Until: 6/21/2017
Prepared By: Nat Frank Chicoria
SFDC Deal Id: 12218504
Type: Upgrade
For System: 42035 / 42036 - Richmond, Texas

Bill To:
LAMAR CONS IND SCHOOL DISTRICT
3911 Avenue I
Rosenberg, TX 77471

Description	Model Number	Dell SKU	Quantity	Years of Support	1 Yr Base Unit Price	Amount	Subtotal
Hardware & Drives							
6TB, SAS, 12Gb, 7K HDD	DS-SAS12-35-6000X7K-D		1			\$3,030.01	\$3,030.01
1.92TB, SAS 12Gb, SSD, RI, 2.5	DS-SAS-25-1920SSDRI-M-D		1			\$7,500.00	\$7,500.00
Enclosure Blank, SAS, 6 Gb, Drive Bay Blank, 2.5"	EN-BLNK-SAS6-25-D		23			\$10.00	\$230.00
Enclosure Blank, SAS, 6 Gb, Drive Bay Blank, 3.5"	EN-BLNK-SAS6-35-D		11			\$10.00	\$110.00
Compellent SC200 Enclosure, 3.5" 12-Bay	EN-SC200-1235		1			\$4,360.00	\$4,360.00
Compellent SC220 Enclosure, 2.5" 24-Bay	EN-SC220-2425		1			\$5,830.00	\$5,830.00
NAS-FS8600-10GBE48-OFE-OISCSI : Dell FS8600, 10GbE, 48GB, Optical FE, Optical iSCSI IPC	NAS-FS8600-10GBE48-OFE-OISCSI		2			\$20,700.00	\$41,400.00
SFP+ Cable, 1M	PA-CBL-10GSFP+-1M-D		4			\$104.00	\$416.00
6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty 2	PA-CBL-SAS-2M-D		4			\$187.00	\$748.00
C13-C14, PDU, 12AMP, 6.5 FT (2m), Power Cord, Qty2	PA-PC-2M-D		4			\$20.00	\$80.00
Ready Rails II Static Rails for 4-post Racks	PA-RK-RR2-D		2			\$100.00	\$200.00
Software							
Storage Center SW Bundle, Expansion License	SW-CORE-EXP		4			\$3,168.00	\$12,672.00
SW, Data Progression Expansion License	SW-DAPR-EXP		4			\$2,112.00	\$8,448.00
SW, Remote Instant Replay (Async & Sync) Exp License	SW-RIRA-EXP		4			\$2,112.00	\$8,448.00
Professional Services							
ProDeploy Dell Storage FS Series 86XX NAS	PS-FS8XXX-PD		2			\$3,499.00	\$6,998.00
ProDeploy Dell Storage SC Disk Series 200/220 2U Exp Enclosure	PS-SC2XX2U-PD		2			\$1,099.00	\$2,198.00
Support (CML-HWMTG)							
EN-SC200-1235-MTCH : Support, 24x7, Enclosure, SC200, 3.5" 12-bay	EN-SC200-1235-MTCH		1	3.083333333333333		\$3,808.00	\$3,808.00
EN-SC220-2425-MTCH : Support, 24x7, Enclosure, SC220, 2.5" 24-bay	EN-SC220-2425-MTCH		1	3.083333333333333		\$3,808.00	\$3,808.00
NAS-FS8000-MTCH : Support, 24x7, Dell/Compellent FS8000 Series	NAS-FS8000-MTCH		2	3.083333333333333		\$5,934.30	\$11,868.60
Description	Model Number	Dell SKU	Quantity	Years of Support	1 Yr Base Unit Price	Amount	Subtotal

Support

Support Center (CML-SWMTCT)							
SW-CORE-EXP-MTCS : Support, 24x7, SW, Core Bundle Expansion License	SW-CORE-EXP-MTCS		4	3.08333333333333		\$1,233.14	\$4,932.56
SW-DAPR-EXP-MTCS : Support, 24x7, Data Progression Exp License	SW-DAPR-EXP-MTCS		4	3.08333333333333		\$988.59	\$3,954.36
SW-RIRA-EXP-MTCS : Support, 24x7, Remote Instant Replay Exp License	SW-RIRA-EXP-MTCS		4	3.08333333333333		\$988.59	\$3,954.36

Description	Model Number	Dell SKU	Quantity	Years of Support	1 Yr Base Unit Price	Amount	Subtotal
Cold Spares							
SC200, 6TB, NL SAS 12Gb, 3.5", 7K, HDD, Spare	DS-SAS12-35-6000X7K-DSP		11			\$3,030.01	\$33,330.11
SC220, 1.92TB, SAS 12Gb, SSD, RI, 2.5, Customer Kit	DS-SAS-25-1920SSDRI-M-DSP		23			\$7,500.00	\$172,500.00

Totals Power (Watts): 2,334.00 Heat (BTUs): 7,964.00 Rack Units: 8.00 Weight (Lbs): 289.00 SSD (Raw TB): 46.08 SAS (Raw TB): 72.00 Total (Raw TB): 118.08	Discount Comments Cotermminus support term includes a 25% discount	<table> <tr><td>Hardware Total</td><td>\$269,734.12</td></tr> <tr><td>Software Total</td><td>\$12,672.00</td></tr> <tr><td>VA Software Total</td><td>\$16,896.00</td></tr> <tr><td>Support Total</td><td>\$19,484.60</td></tr> <tr><td>Software Support Total</td><td>\$12,841.28</td></tr> <tr><td>Professional Services Total</td><td>\$9,196.00</td></tr> <tr><td>Subtotal</td><td>\$340,824.00</td></tr> <tr><td>Discount</td><td>(\$210,731.00)</td></tr> <tr><td>Freight</td><td>\$516.00</td></tr> <tr><td>*Grand Total</td><td>\$130,609.00</td></tr> </table>	Hardware Total	\$269,734.12	Software Total	\$12,672.00	VA Software Total	\$16,896.00	Support Total	\$19,484.60	Software Support Total	\$12,841.28	Professional Services Total	\$9,196.00	Subtotal	\$340,824.00	Discount	(\$210,731.00)	Freight	\$516.00	*Grand Total	\$130,609.00
Hardware Total	\$269,734.12																					
Software Total	\$12,672.00																					
VA Software Total	\$16,896.00																					
Support Total	\$19,484.60																					
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Professional Services Total	\$9,196.00																					
Subtotal	\$340,824.00																					
Discount	(\$210,731.00)																					
Freight	\$516.00																					
*Grand Total	\$130,609.00																					

24x7 Support Center w/ Priority On-Site (4 hour)

*Plus applicable taxes

***Support Term: Co-terminus 06/30/2020 (37 months)

****The pricing is displayed in the US Dollar currency.

License Agreement: Use of software items ("Licensed Products") is governed by the terms and conditions of the applicable Dell Compellent End User License Agreement located at [End User License Agreement](#) (the "License Agreement") which is incorporated herein by reference, and which Customer will also be required to accept in order to install and use the Licensed Products.

Terms and Conditions:

If this purchase is intended for resale and you do not have a separate agreement between you and Dell that specifically applies to this order, your order will be subject to and governed by Dell's Terms and Conditions of Sale for Persons or Entities Purchasing to Resell (or Reseller Terms of Sale), which can be found at www.dell.com/terms/#reseller. If your order includes services, then such services are subject to and governed by the applicable service descriptions and terms located at www.dell.com/servicecontracts. The foregoing applicable online terms are hereby incorporated by reference and available in hardcopy from Dell. You acknowledge having read and agree to be bound by such online terms.

 Dell's global customer pricing rates (GCP rates) are Dell's trade secrets and constitute confidential and proprietary information. This information is made available to customers on a confidential basis and may not be disclosed to any other party other than the party to which it is disclosed. Further, this information may not be disclosed to any person who does not require such information to carry out the specific purpose of this disclosure.

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Rough Order of Magnitude (ROM) Configuration for LAMAR CONS IND SCHOOL DISTRICT

Dell Marketing, LP
P.O. Box 149257
Austin, TEXAS 78714

ROM Configuration #: DLA136953

Prepared By: Nat Frank Chicoria
SFDC Deal Id: 13974106
Type: Upgrade
For System: 42065 / 42066 - Rosenberg, TX

Bill To:

LAMAR CONS IND SCHOOL DISTRICT
3911 Avenue I
Rosenberg, TX 77471

Description	Model Number	Dell SKU	Quantity	Years of Support	1 Yr Base Unit Price	List Price	Subtotal
Hardware & Drives							
6TB, SAS, 12Gb, 7K HDD	DS-SAS12-35-6000X7K-D		1			\$3,030.01	\$3,030.01
1.2TB, SAS, 6Gb, 10K HDD	DS-SAS6-25-1200X10K-D		1			\$1,700.00	\$1,700.00
Enclosure Blank, SAS, 6 Gb, Drive Bay Blank, 2.5"	EN-BLNK-SAS6-25-D		23			\$10.00	\$230.00
Enclosure Blank, SAS, 6 Gb, Drive Bay Blank, 3.5"	EN-BLNK-SAS6-35-D		11			\$10.00	\$110.00
Compellent SC200 Enclosure, 3.5" 12-Bay	EN-SC200-1235		1			\$4,360.00	\$4,360.00
Compellent SC220 Enclosure, 2.5" 24-Bay	EN-SC220-2425		1			\$5,830.00	\$5,830.00
NAS-FS8600-10GBE48-OFE-OISCSI : Dell FS8600, 10GbE, 48GB, Optical FE, Optical iSCSI IPC	NAS-FS8600-10GBE48-OFE-OISCSI		1			\$20,700.00	\$20,700.00
SFP+ Cable, 1M	PA-CBL-10GSFP+-1M-D		2			\$104.00	\$208.00
6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty 2	PA-CBL-SAS-2M-D		4			\$187.00	\$748.00
C13-C14, PDU, 12AMP, 6.5 FT (2m), Power Cord, Qty2	PA-PC-2M-D		3			\$20.00	\$60.00
Ready Rails II Static Rails for 4-post Racks	PA-RK-RR2-D		2			\$100.00	\$200.00
Software							
SW, Storage Center OS Core, Expansion License	SW-CORE-EXP24		1			\$4,280.00	\$4,280.00
SW, Storage Optimization Bundle Expansion License	SW-PERF-EXP24		1			\$6,000.00	\$6,000.00
SW, Remote Data Protection Bundle Expansion License	SW-RDP-EXP24		1			\$4,280.00	\$4,280.00
Professional Services							
ProDeploy Dell Storage FS Series 86XX NAS	PS-FS8XXX-PD		1			\$3,499.00	\$3,499.00
ProDeploy Dell Storage SC Disk Series 200/220 2U Exp Enclosure	PS-SC2XX2U-PD		2			\$1,099.00	\$2,198.00

Description	Model Number	Dell SKU	Quantity	Years of Support	1 Yr Base Unit Price	Amount	Subtotal
Support (CML-HWMTC)							
EN-SC200-1235-MTCH : Support, 24x7, Enclosure, SC200, 3.5" 12-bay	EN-SC200-1235-MTCH		1	3.083333333333333		\$3,808.00	\$3,808.00
EN-SC220-2425-MTCH : Support, 24x7, Enclosure, SC220, 2.5" 24-bay	EN-SC220-2425-MTCH		1	3.083333333333333		\$3,808.00	\$3,808.00
NAS-FS8000-MTCH : Support, 24x7, Dell/Compellent FS8000 Series	NAS-FS8000-MTCH		1	3.083333333333333		\$5,934.30	\$5,934.30

Description	Model Number	Dell SKU	Quantity	Years of Support	1 Yr Base Unit Price	Amount	Subtotal
Support Center (CML-SWMTC)							
SW-CORE-EXP24-MTCS : Support, 24x7, SW, Storage Center OS Core, Expansion License	SW-CORE-EXP24-MTCS		1	3.08333333333333		\$2,639.58	\$2,639.58
SW-PERF-EXP24-MTCS : Support, 24x7, SW, Storage Optimization Bundle Expansion License	SW-PERF-EXP24-MTCS		1	3.08333333333333		\$3,700.19	\$3,700.19
SW-RDP-EXP24-MTCS : Support, 24x7, SW, Remote Data Protection Bundle Expansion License	SW-RDP-EXP24-MTCS		1	3.08333333333333		\$2,639.58	\$2,639.58

Description	Model Number	Dell SKU	Quantity	Years of Support	1 Yr Base Unit Price	Amount	Subtotal
Cold Spares							
SC200, 6TB, NL SAS 12Gb, 3.5", 7K, HDD, Spare	DS-SAS12-35-6000X7K-DSP		11			\$3,030.01	\$33,330.11
Dell 1.2TB, SAS, 6Gb, 2.5", 10K, HDD, CUS	DS-SAS6-25-1200X10K-YSP		11			\$1,700.00	\$18,700.00

Totals
Power (Watts): 1,617.00
Heat (BTUs): 5,518.00
Rack Units: 6.00
Weight (Lbs): 207.00
SSD (Raw TB): 0.00
SAS (Raw TB): 86.40
Total (Raw TB): 86.40

Hardware Total	\$89,206.12
VA Software Total	\$14,560.00
Support Total	\$13,550.30
Software Support Total	\$8,979.35
Professional Services Total	\$5,697.00
Subtotal	\$131,992.77
Discount	(\$82,297.00)
Freight	\$388.00
*Grand Total	\$50,083.77

24x7 Support Center w/ Priority On-Site (4 hour)

*Plus applicable taxes

***Support Term: Co-terminus 06/30/2020 (37 months)

****The pricing is displayed in the US Dollar currency.

The PRICING provided herein is Rough Order Magnitude (ROM) pricing only and not intended to reference any Dell contract that you may wish to utilize for purchase. Once your final configuration is determined, your Dell Sales Representative will provide you with a quote that reflects the appropriate Contract Pricing and Terms and Conditions.

Dell's global customer pricing rates (GCP rates) are Dell's trade secrets and constitute confidential and proprietary information. This information is made available to customers on a confidential basis and may not be disclosed to any other party other than the party to which it is disclosed. Further, this information may not be disclosed to any person who does not require such information to carry out the specific purpose of this disclosure.

GCP rates may be used by Dell to convert U.S. Dollar prices to local currency prices but do not necessarily represent an offer to make an exchange. Due to the dynamic nature of foreign exchange markets, Dell may at any time change the instruments, currencies or process for these rates. In particular emerging market currencies, such as the Mexican Peso and South African Rand, are more likely to be adjusted due to their inherent volatile nature.



A quote for your consideration!

Total: \$29,312.46

Based on your business needs, we put the following quote together to help with your purchase decision. Please review your quote details below, then contact your sales rep when you're ready to place your order.

Quote number: 3000014447939.1	Quote date: Jun. 6, 2017	Quote expiration: Jul. 6, 2017
---	------------------------------------	--

Company name: LAMAR CISD	Customer number: 104697118	Phone: (832) 223-0508
------------------------------------	--------------------------------------	---------------------------------

Sales rep information: Preston Cox Preston_Cox@Dell.com (800) 456-3355 Ext: 5138259	Bill to: LAMAR CISD 3911 AVE I ROSENBERG TX 77471-3901 US (832) 223-0508
--	---

Pricing Summary

Item	Qty	Unit price	Subtotal
Dell 32GB Certified Memory Module - 4Rx4 DDR4 LRDIMM 2133MHz	54	\$492.99	\$26,621.46
Upgrade of a Dell PowerEdge Server	9	\$299.00	\$2,691.00
Subtotal:			\$29,312.46
Shipping:			\$0.00
Environmental Fees:			\$0.00
Non-Taxable Amount:			\$29,312.46
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$29,312.46

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

Dear Customer,

Your Quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire certain changes please contact me as soon as possible.

Regards,

Preston Cox

Order this quote easily online through your [Premier page](#),
or if you do not have Premier, using [Quote to Order](#)

SKU	Description	Qty	Unit Price	Subtotal
	Dell 32GB Certified Memory Module - 4Rx4 DDR4 LRDIMM 2133MHz	54	\$492.99	\$26,621.46
	Estimated Delivery Date: Jun. 14, 2017			
	Contract Code: 42AFU			
	Customer Agreement No: DIR-SDD-1951			
A7910489	Dell 32GB Certified Memory Module - 4Rx4 DDR4 LRDIMM 2133MHz	54	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Upgrade of a Dell PowerEdge Se rver	9	\$299.00	\$2,691.00
	Estimated Delivery Date: Jun. 12, 2017			
	Contract Code: 42AFU			
	Customer Agreement No: DIR-SDD-1951			
984-1087	Upgrade of a Dell PowerEdge Se rver	9	-	-

Subtotal:	\$29,312.46
Shipping:	\$0.00
Environmental Fees:	\$0.00
Estimated Tax:	\$0.00
Total:	\$29,312.46

Important Notes

Terms of Sale

Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request: Dell's Terms of Sale (www.dell.com/learn/us/en/uscorp1/terms-of-sale), which include a binding consumer arbitration provision and incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (for [Consumer warranties](#); for [Commercial warranties](#)).

If this purchase includes services: in addition to the foregoing applicable terms, the terms of your service contract will apply ([Consumer](#); [Commercial](#)). If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.**

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice. Dell encourages customers to dispose of electronic equipment properly.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

***Dell Financial Services Lease:**

1. This proposal is property of Dell Financial Services and contains confidential information. This proposal shall not be duplicated or disclosed in whole or part. Minimum transaction size \$500.
2. All terms are subject to credit approval, execution and return of mutually acceptable lease documentation.
3. Lease rates are based upon the final amount, configuration and specification of the supplied equipment. Interim rent may apply and be due in the first payment cycle.
4. The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items, which shall be for Lessee's account.
5. This proposal is valid through the expiration date shown above, or, if none is specified, for 30 calendar days from date of presentation.

INFORMATION ITEM: APPOINTMENT OF BOARD COMMITTEES

BACKGROUND INFORMATION:

Mr. James Steenbergen, Board President, will appoint board members to serve on standing and ad hoc committees for the 2017-2018 school year. Last year's committees and members are:

	2016-2017	2017-2018
<u>STANDING COMMITTEES</u>		
POLICY REVIEW COMMITTEE	Tyson Harrell* Anna Gonzales Melisa Roberts	Tyson Harrell* Mandi Bronsell Kay Danziger
FINANCIAL AUDIT COMMITTEE	Anna Gonzales* Tyson Harrell Kathryn Kaminski	Mandi Bronsell* Joe Hubenak James Steenbergen
FACILITIES COMMITTEE	Kathryn Kaminski* Kay Danziger James Steenbergen	Kay Danziger* Joe Hubenak Kathryn Kaminski
ATTENDANCE BOUNDARY COMMITTEE	Melisa Roberts* Anna Gonzales Frank Torres	Melisa Roberts* Mandi Bronsell Kathryn Kaminski
INFORMATION TECHNOLOGY COMMITTEE	Kay Danziger* Melisa Roberts James Steenbergen	Joe Hubenak* Kay Danziger Melisa Roberts
CURRICULUM & INSTRUCTION COMMITTEE		Kathryn Kaminski* Melisa Roberts Tyson Harrell
FUNCTIONAL AUDIT COMMITTEE		James Steenbergen* Kathryn Kaminski Tyson Harrell

PROGRAM DESCRIPTION:

If board members have an interest in specific committees, please contact Mr. Steenbergen.

Board Members marked with an * are the chairpersons.

LAMAR CISD 2017 CITIZENS' BOND ADVISORY COMMITTEE

The 2017 Citizens' Bond Advisory Committee (CBAC) met April 3, April 10, April 24, May 1, May 8 and May 15 to develop a bond referendum recommendation to the Board for a November 2017 bond election.

The CBAC received information on 2014 bond projects, demographic projections, financial scenarios and existing District/facility needs.

The 61-member CBAC—which included community members, parents, campus administrators and students—was first organized by table, where consensus was initially reached. Next, all tables combined to develop a group recommendation. The CBAC recommendation is based on the latest demographic projections, facility capacity, current enrollment numbers and needs of existing facilities. The committee also looked closely at both long-term and short-term needs to accommodate the District's growth. Other points considered, included the Master Plan Principles, construction timelines, technology needs, transportation needs, food service needs, athletic and fine arts facility needs and land needs.

Resource Person: Mike Rockwood, Executive Director of Community Relations

INFORMATION ITEM: BUDGET WORKSHOP

During the budget workshop, Jill Ludwig and Yvonne Dawson will update the Board on the current year budget and provide details regarding the 2017-18 budget. Legislative topics and the status of budget development will be discussed.

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

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF MAY 31, 2017)**

- Exhibit "A" gives the LCISD collections made during the month of May 31, 2017.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2016 through August 31, 2017.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2016-17 roll as compared to prior years. Through May 31, 2017, LCISD had collected 98.2 % of the 2016-17 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2016-2017.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

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

**Lamar Consolidated ISD
Tax Collections
May 2017**

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
16	\$ 1,052,264.83	\$ 129,673.06	\$ 72,709.38	\$ 1,254,647.27	\$ 787,315.52	\$ 169,732.07	\$ 264,949.31	\$ 32,650.37
15	\$ 44,538.10	\$ 11,160.13	\$ 10,021.07	\$ 65,719.30	\$ 33,323.87	\$ 18,371.20	\$ 11,214.23	\$ 2,810.00
14	\$ 33,628.75	\$ 3,333.60	\$ 2,568.27	\$ 39,530.62	\$ 25,161.35	\$ 5,062.52	\$ 8,467.40	\$ 839.35
13	\$ 31,886.18	\$ 2,564.76	\$ 1,781.07	\$ 36,232.01	\$ 23,857.54	\$ 3,700.06	\$ 8,028.64	\$ 645.77
12	\$ 33,091.41	\$ 2,494.27	\$ 1,757.29	\$ 37,342.97	\$ 24,759.36	\$ 3,623.49	\$ 8,332.05	\$ 628.07
11	\$ 32,072.07	\$ 1,239.97	\$ 956.63	\$ 34,268.67	\$ 23,535.20	\$ 1,866.53	\$ 8,536.87	\$ 330.07
10	\$ 1,906.06	\$ 847.17	\$ 519.16	\$ 3,272.39	\$ 1,424.87	\$ 1,152.45	\$ 481.19	\$ 213.88
09	\$ 2,104.99	\$ 1,187.21	\$ 656.94	\$ 3,949.14	\$ 1,733.98	\$ 1,601.07	\$ 371.01	\$ 243.08
08	\$ 797.13	\$ 162.86	\$ 191.21	\$ 1,151.20	\$ 683.27	\$ 326.60	\$ 113.86	\$ 27.47
07	\$ 224.06	\$ 276.39	\$ 100.10	\$ 600.55	\$ 172.68	\$ 313.09	\$ 51.38	\$ 63.40
06	\$ 485.65	\$ 401.48	\$ -	\$ 887.13	\$ 417.37	\$ 345.03	\$ 68.28	\$ 56.45
05	\$ 15.18	\$ 18.54	\$ 6.15	\$ 39.87	\$ 13.41	\$ 22.53	\$ 1.77	\$ 2.16
04	\$ 38.52	\$ 57.82	\$ 18.79	\$ 115.13	\$ 34.03	\$ 69.88	\$ 4.49	\$ 6.73
03	\$ 47.61	\$ 79.88	\$ 18.95	\$ 146.44	\$ 42.90	\$ 90.94	\$ 4.71	\$ 7.89
02	\$ 1.17	\$ -	\$ -	\$ 1.17	\$ 1.05	\$ -	\$ 0.12	\$ -
01	\$ 57.78	\$ 83.59	\$ 12.48	\$ 153.85	\$ 52.07	\$ 87.81	\$ 5.71	\$ 8.26
00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99	\$ 0.01	\$ 0.02	\$ -	\$ 0.03	\$ 0.01	\$ 0.02	\$ -	\$ -
98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
97	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
96 & prior	\$ (1,404.77)	\$ (3,419.87)	\$ (723.69)	\$ (5,548.33)	\$ (1,285.03)	\$ (3,841.97)	\$ (119.74)	\$ (301.59)
Totals	\$ 1,231,754.73	\$ 150,160.88	\$ 90,593.80	\$ 1,472,509.41	\$ 921,243.45	\$ 202,523.32	\$ 310,511.28	\$ 38,231.36

**Lamar Consolidated ISD
Tax Collections
September 1, 2016-August 31, 2017
(Year-To-Date)**

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 5/31/2017
16	\$ 190,749,742.17	\$ 6,786,139.24	\$ 197,535,881.41	\$ 194,005,414.84	\$ 598,702.25	\$ 98,612.84	\$ 194,702,729.93	\$ 3,530,466.57
15	\$ 1,461,782.15	\$ (160,498.75)	\$ 1,301,283.40	\$ 647,986.29	\$ 170,459.83	\$ 179,214.42	\$ 997,660.54	\$ 653,297.11
14	\$ 542,294.32	\$ 83,615.72	\$ 625,910.04	\$ 281,740.32	\$ 47,804.80	\$ 35,841.03	\$ 365,386.15	\$ 344,169.72
13	\$ 376,208.38	\$ 90,576.21	\$ 466,784.59	\$ 201,817.12	\$ 21,968.63	\$ 13,230.59	\$ 237,016.34	\$ 264,967.47
12	\$ 351,985.57	\$ 115,920.99	\$ 467,906.56	\$ 218,175.70	\$ 18,980.69	\$ 10,774.13	\$ 247,930.52	\$ 249,730.86
11	\$ 306,018.43	\$ 105,527.12	\$ 411,545.55	\$ 200,033.42	\$ 13,826.39	\$ 6,481.69	\$ 220,341.50	\$ 211,512.13
10	\$ 239,335.19	\$ 16,541.88	\$ 255,877.07	\$ 74,076.42	\$ 12,000.95	\$ 4,253.69	\$ 90,331.06	\$ 181,800.65
09	\$ 180,590.36	\$ (1,388.89)	\$ 179,201.47	\$ 23,695.72	\$ 18,126.75	\$ 6,064.64	\$ 47,887.11	\$ 155,505.75
08	\$ 166,608.20	\$ (218.20)	\$ 166,390.00	\$ 9,992.03	\$ 8,060.66	\$ 2,636.61	\$ 20,689.30	\$ 156,397.97
07	\$ 184,194.57	\$ (229.38)	\$ 183,965.19	\$ 6,357.12	\$ 6,214.36	\$ 2,022.41	\$ 14,593.89	\$ 177,608.07
06	\$ 100,034.63	\$ (120.57)	\$ 99,914.06	\$ 10,815.61	\$ 11,332.91	\$ 3,053.89	\$ 25,202.41	\$ 89,098.45
05	\$ 136,302.28	\$ (104.07)	\$ 136,198.21	\$ 4,379.13	\$ 5,004.85	\$ 1,525.86	\$ 10,909.84	\$ 131,819.08
04	\$ 59,637.69	\$ (85.22)	\$ 59,552.47	\$ 5,929.59	\$ 8,269.58	\$ 2,530.72	\$ 16,729.89	\$ 53,622.88
03	\$ 45,396.95	\$ (83.05)	\$ 45,313.90	\$ 4,889.65	\$ 7,142.29	\$ 1,554.45	\$ 13,586.39	\$ 40,424.25
02	\$ 30,765.07	\$ (82.55)	\$ 30,682.52	\$ 3,748.92	\$ 5,633.88	\$ 1,071.70	\$ 10,454.50	\$ 26,933.60
01	\$ 28,187.49	\$ (81.90)	\$ 28,105.59	\$ 3,659.18	\$ 5,862.06	\$ 1,131.12	\$ 10,652.36	\$ 24,446.41
00	\$ 24,848.63	\$ (89.16)	\$ 24,759.47	\$ 3,603.54	\$ 6,200.65	\$ 1,155.39	\$ 10,959.58	\$ 21,155.93
99	\$ 25,968.92	\$ (39.44)	\$ 25,929.48	\$ 4,045.82	\$ 7,612.09	\$ 1,443.05	\$ 13,100.96	\$ 21,883.66
98	\$ 17,522.54	\$ (31.33)	\$ 17,491.21	\$ 3,887.77	\$ 7,716.76	\$ 1,420.63	\$ 13,025.16	\$ 13,603.44
97	\$ 15,955.33	\$ (26.56)	\$ 15,928.77	\$ 3,992.39	\$ 8,372.51	\$ 1,518.81	\$ 13,883.71	\$ 11,936.38
96	\$ 8,752.54	\$ (26.22)	\$ 8,726.32	\$ 3,324.38	\$ 6,992.75	\$ 1,109.34	\$ 11,426.47	\$ 5,401.94
95	\$ 4,709.94	\$ (37.62)	\$ 4,672.32	\$ 1,074.49	\$ 2,806.52	\$ 582.16	\$ 4,463.17	\$ 3,597.83
94 & prior	\$ 18,618.14	\$ (18.00)	\$ 18,600.14	\$ 1,761.15	\$ 5,634.54	\$ 1,094.75	\$ 8,490.44	\$ 16,838.99
Totals	\$195,075,459.49	\$7,035,160.25	\$202,110,619.74	\$195,724,400.60	\$1,004,726.70	\$378,323.92	\$197,107,451.22	\$6,386,219.14

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

MONTH	2016-2017	2015-2016	2014-2015	2013-2014	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07	2005-06
SEPT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
OCT	0.0%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
NOV	3.2%	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%
DEC	50.3%	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%
JAN	87.2%	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%
FEB	95.6%	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%	92.5%
MAR	96.9%	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%	95.1%	94.7%	94.3%
APR	97.5%	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%
MAY	98.2%	98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%
JUNE		98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%
JULY		99.0%	98.9%	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%
AUG		99.2%	99.0%	99.2%	99.1%	98.9%	98.8%	98.2%	98.2%	98.2%	98.2%	97.8%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2016-17 TAX COLLECTIONS
AS OF MAY 31, 2017**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 5/31/2017	% OF BUDGET COLLECTED
2016	2016-2017	\$190,807,570	\$194,005,415	101.68%
2015 & Prior	2015-16 & Prior	\$2,150,000	1,718,986	79.95%
TOTAL		\$192,957,570	\$195,724,401	101.43%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF MAY 31, 2017**

Exhibit E

SCHOOL YEAR TAX YEAR	2011-12 2011	2012-13 2012	2013-14 2013	2014-15 2014	2015-16 2015	2016-17 2016
COLLECTION YEAR						
1 Orig. Levy	\$ 132,226,943	\$ 136,145,655	\$ 142,546,726	\$ 153,118,133	\$ 173,016,530	\$ 190,749,742
1 Collections	\$ 136,117,707	\$ 140,561,034	\$ 148,220,912	\$ 160,220,428	\$ 178,028,558	\$ 194,005,415
Adj. To Roll	\$ 5,417,190	\$ 5,652,043	\$ 6,929,880	\$ 8,680,375	\$ 6,473,810	\$ 6,786,139
2 Collections	\$ 915,762	\$ 739,542	\$ 739,176	\$ 1,201,706	\$ 647,986	
Adj. To Roll	\$ (64,337)	\$ 65,612	\$ 242,601	\$ 165,920	\$ (160,499)	
3 Collections	\$ 286,833	\$ 315,459	\$ 333,212	\$ 281,740		
Adj. To Roll	\$ 162,075	\$ 445,748	\$ (49,699)	\$ 83,616		
4 Collections	\$ 308,264	\$ 252,058	\$ 201,817			
Adj. To Roll	\$ 518,252	\$ (88,980)	\$ 90,576			
5 Collections	\$ 232,737	\$ 218,176				
Adj. To Roll	\$ (92,801)	\$ 115,921				
6 Collections	\$ 200,033					
Adj. To Roll	\$ 105,527					
TOTAL:						
COLLECTIONS	\$ 138,061,337	\$ 142,086,269	\$ 149,495,117	\$ 161,703,874	\$ 178,676,544	\$ 194,005,415
ADJUSTED TAX ROLL	\$ 138,272,848	\$ 142,335,999	\$ 149,760,085	\$ 162,048,043	\$ 179,329,841	\$ 197,535,881
BALANCE TO BE COLLECTED	\$ 211,512	\$ 249,730	\$ 264,967	\$ 344,170	\$ 653,297	\$ 3,530,467
ADJ. TAXABLE VALUE	\$ 9,947,329,098	\$ 10,239,631,626	\$ 10,773,719,276	\$ 11,657,713,279	\$ 12,900,963,362	\$ 14,210,703,314
TOTAL % COLLECTIONS AS OF MAY 31, 2017	99.8%	99.8%	99.8%	99.8%	99.6%	98.2%
TAX RATE	1.39005	1.39005	1.39005	1.39005	1.39005	1.39005

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

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

BLS Construction (Ag Barn #2)	Application # 6	\$	282,289.79
Charlie Kalkomey (Ag Barn #2)	Application # 1	\$	20,500.00
Drymalla Construction (Lindsey Elementary)	Application # 12	\$	898,726.60
EAB (Lindsey ES)	Application # 3	\$	31,260.00
Gilbane (2011 Bond Program)	Application # 61	\$	38,280.00
KCI Technologies (Site Lighting)	Application # 1	\$	10,080.00
PBK Architects (Bentley ES)	Application # 15	\$	1,668.73
PBK Architects (Foster HS pool)	Application # 10	\$	21,450.00
PBK Architects (Foster HS pool – Reimbursables)	Application # 9	\$	300.00
PBK Architects (Fulshear HS pool)	Application # 11	\$	12,512.50
PBK Architects (Fulshear HS pool – Reimbursables)	Application # 10	\$	600.00
PBK Architects (George Ranch HS pool)	Application # 10	\$	12,512.50
PBK Architects (George Ranch HS pool – Reimbursables)	Application # 9	\$	300.00

PBK Architects (Pink ES)	Application # 1	\$	21,299.01
PBK Architects (Support Services)	Application # 7	\$	25,660.80
PBK Architects (Terry HS Baseball Complex)	Application # 5	\$	12,000.00
Terracon (Ag Barn #2)	Application # 8	\$	1,487.00
The Anchor Group (District wide fence project)	Application # 4	\$	29,600.68
Traffic Engineers (Carter ES)	Application # 1	\$	18,000.00
Traffic Engineers (Support Services Center)	Application # 1	\$	9,000.00
VLK Architects (Carter ES – Reimbursables)	Application # 3	\$	891.54
VLK Architects (Lamar CHS Band Hall)	Application # 5	\$	493.13
VLK Architects (Lamar CHS Band Hall – Reimbursables)	Application # 4	\$	589.32
VLK Architects (Terry HS Band Hall)	Application # 5	\$	2,081.25
VLK Architects (Terry HS Band Hall – Reimbursables)	Application # 5	\$	589.32
Vanir, Rice & Gardner (2014 Bond Program)	Application # 22	\$	222,584.00

Resource person: Kevin McKeever, Administrator for Operations

**10.A.#6a. – PLANNING
BOARD REPORT
JUNE 13, 2017**



**Monthly Report
2011 Bond Program**



Ag Barn #2 is a new 15,600 sf facility located on FM 359.

Current 2011 Bond Program Projects:

New AG Barn #2:

- ❖ The project is on schedule and is approximately 97 % complete.
- ❖ Masonry is approximately 100% complete.
- ❖ Plumbing rough is 100% complete.
- ❖ Electrical rough is approximately 100% complete.
- ❖ Project will be substantially complete week of June 5, 2017.



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.



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.



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.



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.



Traylor Stadium Track & Turf

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.

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.



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.



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.



Bowie Elementary School

Lamar 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.



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.

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.



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.



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.

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.



Foster High School

Lamar 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.

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.



Lamar High School

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)

Lamar Junior High School (Rosenberg, TX): The project included replacement of two boilers that had reached the end of their life cycle. (no photo)



Travis Elementary School

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)



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



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.



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

Frost Elementary School (Richmond, TX) – Provided web-based HVAC Controls

Pink Elementary School (Richmond, TX) – Provided web-based HVAC Controls



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.

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.



Dickinson Elementary

Williams Elementary School (Richmond, TX) – Upgraded exterior lighting.

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.

Wessendorff Middle School (Rosenberg, TX) – Replaced existing boiler.



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.



Fulshear HS

Churchill Fulshear (Jr.) HS, Dean Leaman JHS, - 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.



Dean Leaman JHS



Field House

COMMUNITY SITES

- A Fort Bend County Fairgrounds
- B George Memorial Public Library
- C Oak Bend Medical Center
- D Rosenberg Civic Center

SECONDARY CAMPUSES

- H1 Foster HS
- H2 Fulshear HS
- H3 George Ranch HS
- H4 Lamar Consolidated HS
- H5 Terry HS
- J1 Briscoe JH
- J2 George JH
- J3 Lamar JH
- J4 Leaman JH
- J5 Reading JH
- M1 Navarro MS
- M2 Ryon MS
- M3 Wertheimer MS
- M4 Wessendorff MS

ELEMENTARY CAMPUSES

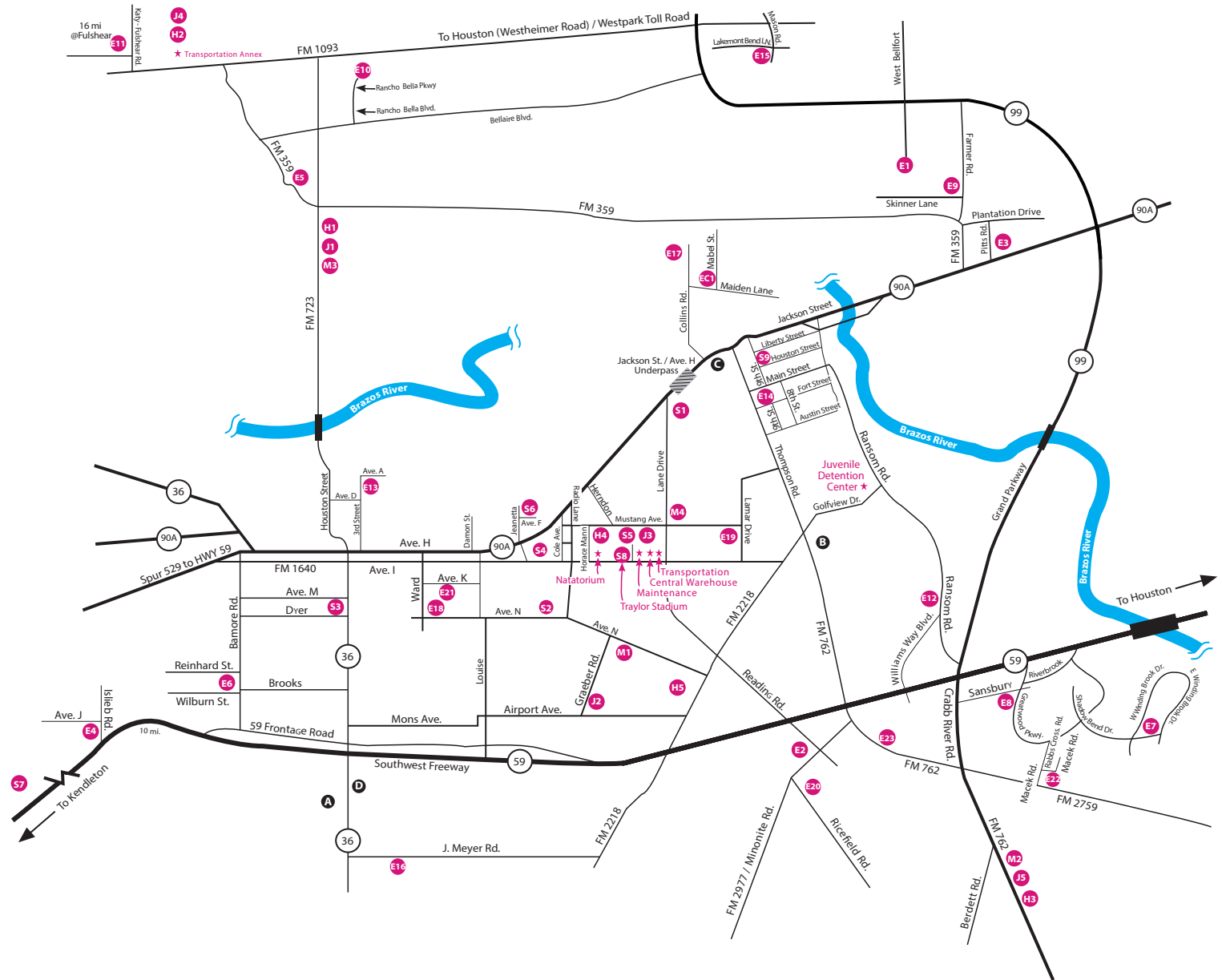
- E1 Adolphus ES
- E2 Arredondo ES
- E3 Austin ES
- E4 Beasley ES
- E5 Bentley ES
- E6 Bowie ES
- E7 Campbell ES
- E8 Dickinson ES
- E9 Frost ES
- E10 Hubenak ES
- E11 Huggins ES
- E12 Hutchison ES
- E13 Jackson ES
- E14 Long ES
- E15 McNeill ES
- E16 Meyer ES
- E17 Pink ES
- E18 Ray ES
- E19 Smith ES
- E20 Thomas ES
- E21 Travis ES
- E22 Velasquez ES
- E23 Williams ES
- EC1 Seguin Early Childhood Center

SPECIAL SITES

- S1 1621 Place
- S2 Administrative Annex
- S3 Alternative Learning Center
- S4 Brazos Crossing Administration Building
- S5 Development Center
- S6 Fort Bend Alternative School
- S7 Powell Point
- S8 Athletics/Traylor Stadium
- S9 Special Needs Center

DISTRICT MAP

Elementary, Middle, Junior High, High School and Special Sites
 3911 Avenue I ♦ Rosenberg, Texas 77471 ♦ 832-223-0000 (main) ♦ www.lcisid.org



EXECUTIVE SUMMARY

Bond Sale 1	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Carl Briscoe Bentley Elementary (#24)	22,010,055.00	21,125,770.25	21,564,051.13	20,709,115.21	22,010,055.00
Kathleen Joerger Lindsey Elementary (#25)	23,770,861.00	20,176,651.65	21,865,102.65	17,510,480.98	23,770,861.00
Don Carter Elementary School (#26)	24,959,404.00	2,287,634.00	22,671,770.00	1,623,788.73	24,959,404.00
FHS Baseball	40,000.00	29,250.00	10,750.00	29,250.00	40,000.00
FHS Water Plant	990,000.00	141,930.00	848,670.00	85,957.66	990,000.00
HVAC Web Controls	1,056,000.00	108,000.00	948,000.00	94,500.00	1,056,000.00
LCHS Band Hall	700,000.00	108,389.00	591,611.00	58,086.09	700,000.00
Pink Elementary- Foundation	1,056,000.00	527,728.00	528,272.00	484,192.01	1,056,000.00
Natorium - Foster High School	8,855,872.00	952,323.00	7,903,549.00	713,997.00	8,855,872.00
Natorium - Fulshear High School	8,855,872.00	766,898.00	8,088,974.00	616,455.50	8,855,872.00
Natorium - George Ranch High School	8,855,872.00	773,473.00	8,082,399.00	403,062.50	8,855,872.00
Support Services Center	12,146,000.00	1,243,028.00	10,902,972.00	936,991.00	12,146,000.00
THS Band Hall	700,000.00	650,040.00	597,460.00	57,946.07	700,000.00
*THS Baseball	2,400,000.00	150,932.00	2,249,068.00	92,266.01	2,400,000.00
Sub Total - Bond Sale 1	116,395,936.00	49,042,046.90	67,901,989.10	43,416,088.76	116,395,936.00
Bond Sale 2					
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
James W. Roberts Middle School	22,342,493.00	893,700.00	20,892,773.00	0.00	22,342,493.00
Fulshear HS Shell	3,849,077.00	179,026.00	3,580,537.57	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
Sub Total - Bond Sale 2	81,145,098.00	3,266,496.00	77,233,068.57	0.00	81,145,098.00
Grand Total	197,541,034.00	51,760,442.90	145,135,057.67	43,221,446.18	197,541,034.00

* Budget increased at August 18, 2016 Board Meeting

Additional Projects	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Access Controls	800,000.00	40,200.00	759,800.00	0.00	800,000.00
Huggins Elementary School	700,000.00	672,447.00	27,553.00	645,057.31	700,000.00
Chiller Replacement	1,200,000.00	1,034,080.00	165,920.00	48,000.00	1,200,000.00
Site Lighting	1,600,000.00	88,200.00	1,511,800.00	229.00	1,600,000.00
Grand Total	4,300,000.00	1,834,927.00	2,465,073.00	693,286.31	4,300,000.00

PROGRAM OVERVIEW

Vanir | Rice & Gardner, A Joint Venture, is 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 LCISD 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 construction contracts for Carter Elementary, Support Services, Terry HS Baseball / Softball and HVAC Controls.
- Mobilized for construction of Band Hall Additions at Terry High School and Lamar consolidated High School.

CARL BRISCOE BENTLEY ELEMENTARY SCHOOL



OVERVIEW

- The punch list is complete.
- Preparing to finalize project close-out.

HUGGINS ELEMENTARY SCHOOL NEW PARENT DRIVE



OVERVIEW

- Final close-out was accepted at the May Board meeting.

COMPLETED

KATHLEEN JOERGER LINDSEY ELEMENTARY SCHOOL



SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Start: April 22, 2016
- Substantial Completion: June 23, 2017

OVERVIEW

- Building enclosure is complete.
- Interior finishes are being completed.
- Casework has been installed.
- Carpeting and tile are being completed.
- Landscaping is complete and hydro mulch is being installed.
- Construction is on schedule.
- As of 5/31/17, the construction contract is 92% complete.

DON CARTER ELEMENTARY SCHOOL



SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Start: May 30, 2017
- Construction Completion: July 21, 2018

OVERVIEW

- The final plat is in final approval stages.
- Permits have been applied for construction.
- The Board approved Drymalla Construction in the May meeting.
- Issued notice to proceed.

SUPPORT SERVICES FACILITY



SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Start: May 30, 2017
- Construction Completion:
 - Phase 1: February 9, 2018
 - Maintenance & Operations Building
 - Phase 2: September 10, 2018
 - Support Services Facility

OVERVIEW

- Permits have been applied for construction.
- Board approved C.A. Walker Construction at the May meeting.
- Issued notice to proceed.

BAND HALL ADDITIONS

Lamar Consolidated High School



Lamar CHS Construction Fencing

Terry High School



Terry HS Construction Fencing

SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Start: 2nd Quarter 2017
- Construction Completion: 4th Quarter 2017

OVERVIEW

- IKLO Construction has mobilized on the Lamar Consolidated High School & Terry High School sites.
- Site preparation is in progress.

BASEBALL COMPLEX RENOVATIONS

Terry High School



OVERVIEW

- Millis Construction and Development has been awarded the project at the May Board meeting.
- Permits have been approved by the City of Rosenberg.

SCHEDULE MILESTONES

- Current Phase: Bidding
- Construction Start: 2nd Quarter 2017
- Substantial Completion: 1st Quarter 2018

NATATORIUMS

Foster High School

Fulshear High School

George Ranch High School



SCHEDULE MILESTONES

- Current Phase: Award
- Construction Start: 3rd Quarter 2017
- Construction Completion: 3rd Quarter 2018

OVERVIEW

- Competitive Sealed Proposals have been received from seven contractors for construction.
- Currently reviewing contractor qualifications.
- Plan to bring recommendation for award at the June Board meeting.
- Permits have been applied for construction.

PINK ELEMENTARY SCHOOL REPAIRS



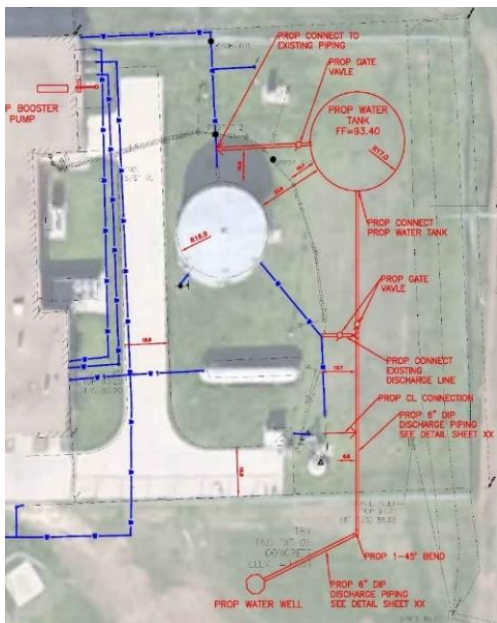
SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Start: June 2017
- Construction Completion: August 2017

OVERVIEW

- Construction contract was awarded to Facilities Sources in April.
- Construction began on June 3, 2017.
- Work in progress to adjust doors and ceilings throughout the building, repair cracks in walls, and replace vinyl wall covering.

FOSTER HIGH SCHOOL WATER PLANT UPGRADES



SCHEDULE MILESTONES

- Current Phase: Construction Documents
- Construction Start: 3rd Quarter 2017
- Construction Completion: 1st Quarter 2018

OVERVIEW

- Permit set to be submitted for review and comments in June 2017.
- The permit process is expected to take 2 to 4 months before the procurement phase will begin.

HVAC WEB-BASED CONTROLS



OVERVIEW

- Johnson Controls was awarded the HVAC Controls project.
- The work will include replacing control systems to communicate to the District Maintenance staff over the internet by replacing the dial-up modems currently in use at 8 sites.

SCHEDULE MILESTONES

- Current Phase: Construction
 - Construction Start: May 30, 2017
 - Construction Completion: August 15, 2017
-

CHILLER REPLACEMENT



OVERVIEW

- Seguin, Travis and Alternative Learning Center chiller replacements have been completed.
- The remaining larger chillers at Frost, Huggins, and Wessendorff are scheduled for replacement in June 2017.

SCHEDULE MILESTONES

- Current Phase: Construction
 - Construction Start: March 2017
 - Construction Completion: July 2017
-

ACCESS CONTROLS



SCHEDULE MILESTONES

- Current Phase: Construction Documents
- Construction Start: 3rd Quarter 2017
- Construction Completion: 1st Quarter 2018

OVERVIEW

- Project is planned to provide a system to allow card access to all schools in the District.
- Final selection of doors to receive card access controls is underway at all schools.
- Construction Documents are being developed in preparation for soliciting contractor proposals later this summer.

SITE LIGHTING



OVERVIEW

- Project is planned to replace all exterior pole lights and building wall pack lights on schools and support facilities in the District with new LED fixtures.
- All lights have been identified at each site to be replaced with new LED light fixtures.
- 46 sites are included in this project.
- Construction Documents are being developed in preparation for soliciting contractor proposals later this summer.

SCHEDULE MILESTONES

- Current Phase: Construction Documents
- Construction Start: 3rd Quarter 2017
- Construction Completion: 4th Quarter 2017

SATELLITE AG BARN #3

SCHEDULE MILESTONES

- Current Phase: Program Development
- Construction Start: Pending Site Selection

OVERVIEW

- Satellite Ag Barn #2 and #3 have been programmed together.
 - A site for the Satellite Ag Barn #3 has not been selected.
 - Project is on hold until a site has been identified.
-

FUTURE PROJECTS

OVERVIEW

- The future projects in the 2014 Bond Program will be reported on as they begin:
 - **Bond Sale 2**
 - Elementary #27
 - Elementary #28
 - Roberts Middle School
 - Fulshear HS Shell Space Build-Out
-

COMPLETED PROJECTS

Foster High School Baseball Scoreboard

Completed March 2016

Huggins Elementary School New Parent Drive

Completed May 2017

INFORMATION ITEM: PROJECTS FUNDED BY 2011 AVAILABLE BOND FUNDS

The list below are projects that the Board has approved to move forward with 2011 available funds:

DISTRICT FENCE PROJECT:

CSP #37-2016ML was approved at the September 2016 Regular Board Meeting. McNeill Elementary old fence has been removed and the post for the new have been set. The panels are due in the week of June 19th. After McNeill is complete a small stretch at Hubenak will be completed. A punch list is being generated for Pink, Campbell, Meyer, Bowie, Velasquez, Williams, and Beasley.

Project Budget \$450,000

CHILLER REPLACEMENT PROJECT:

VANIR Rice & Gardner are managing this project. Estes, McClure and Associates were approved at the September 2016 Regular Board Meeting. CSP 03-2017VRG was Board approved in November 2016 to American Mechanical Services. Travis Elementary, Seguin Early Childhood Center and the Alternative Learning Center chillers have been replaced. The chillers replacement for at Wessendorff started June 5th.

Project budget \$1,200,000

PARKING LOT LIGHTING RETROFIT:

VANIR Rice & Gardner are managing this project. KCI is currently preparing a set of specifications for the procurement process. They have been visiting every site in the district and all lights have been identified for replacement. Construction documents are being developed.

Project Budget \$1,600,000

HUGGINS PARKING AND PARENT DROPOFF:

VANIR Rice & Gardner are managing this project. Substantial Completion was January 17th. Final payment was approved at the May Board Meeting.

Project Budget \$700,000

ACCESS CONTROL PROJECT:

VANIR Rice & Gardner are managing this project. KCI Technology has started and it is now in the construction document phase to prepare for soliciting contractors for bids.

Access Control Budget \$800,000

TERRY HIGH BASEBALL PROJECT:

This project is a 2014 Bond project managed by VANIR Rice & Gardner notice to proceed has been sent and the contractor has started.

Additional Budget of \$1,425,000

TOTAL BUDGET FOR AVAILABLE FUND PROJECTS = \$6,175,000

Resource Person: Kevin McKeever, Administrator for Operations

INFORMATION ITEM: TRANSPORTATION UPDATE

PERSONNEL CHANGES:

The following changes took place during the month:

Trainees hired:	3
Drivers leaving the Dept.	3
Full time drivers hired:	3
Drivers waiting driving test	7
Bus aides hired:	0

Hiring Incentive Paid:	Employee	Referrer
Initial	0	0
Six months	3	2

ACCIDENTS:

We had the following on the road accidents this month.

<u>Date</u>	<u>Bus #</u>	<u>Location</u>	<u>Act</u>	<u>Preventable</u>	<u>Experience</u>
05/01/2017	416	Contacted a pickup	Ave H and 6 th	Preventable	1 year
05/02/2017	35	Bus was hit by a pickup	FM762 and FM1640	Non Preventable	4 years
05/04/2017	426	Bus hit gate at apartment	Bayou Villa Apartments	Preventable	14 years
05/08/2017	66	Bus hit a car	Exiting Hubenak	Preventable	2 years
05/15/2017	279	Bus backed into pickup	Snow Drop and Water Lilly	Preventable	7 years
05/18/2017	417434	Truck turned into bus	Ave I and West	Non Preventable	2 years
05/18/2017	417410	Bus pulled under an awning without clearance	Oaks Retirement home in Brookshire	Preventable	8 years
05/22/2017	317711	Car pulled onto FM762 in front of bus	FM762 and Bridlewood	Preventable	6 years
05/31/2017	278	Backed into a pole in a cul-de-sac	Rosa Del Villa Ct	Preventable	2 years

FIELD TRIPS:

Site	Number of Trips	Bus Miles	Sped Bus Miles	Truck Miles	White Fleet Miles
Rosenberg	323	18,039	627	433	4,150
Fulshear	181	11,350	299	777	1,450

VEHICLE MAINTENANCE:

The Maintenance Department responded to a total of fourteen (14) breakdowns where the bus needed attention or replacement on the road.

Fuel Usage	Rosenberg	Fulshear
Diesel	31,044	10,273
Unleaded	6,124	1,156

ROUTING AND SCHEDULING:

We have the following routes in operation

Track	AM / PM Routes	Mid-day Routes
Blue	29	4
Red	45	9
Gold	37	6
Maroon	45	8
Purple	15	4
Special Needs	38	34
Contracted with ALC	10 routes / 18 students	

We are transporting 258 displaced students.

TRAINING AND OTHER EVENTS:

On May 24, new radio repeaters were installed for both repeater channels to improve 2 way radio communications for the buses. May 30th and 31st were the end of the year awards lunches for the Fulshear and Rosenberg facilities. Employees were recognized for years of service and for perfect attendance at both locations.

STUDENT DISCIPLINE:

A total of 288 discipline reports were issued this month.

Resource Persons: Kevin McKeever, Administrator for Operations
Mike Jones, Director of Transportation