

A PROUD TRADITION | A BRIGHT FUTURE

REGULAR BOARD MEETING

Thursday, October 17, 2019

7:00 PM

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

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
OCTOBER 17, 2019
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
 - A. Distinction Designations: Frost, Hubenak, and Williams Elementary Schools
4. Introductions
5. Audience to patrons
6. Approval of minutes
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 - A. Meetings and events
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 - A. Meetings and events
 - B. Information for immediate attention
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 - A. **Goal: Instructional**
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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,	187

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) 188
 - c. Employee resignations and retirements (Information) 191
2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property
- a. Land
3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
- a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

RECONVENE IN OPEN SESSION

Action on Closed Session Items

Future Agenda Items

Upcoming Meetings and Events

ADJOURNMENT: (Time _____)

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 11th day of October 2019 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.



Karen Vacek
Secretary to Superintendent

Regular Meeting

Be It Remembered

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

Notice of Regular Meeting Held

On this the 17th day of September 2019, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

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

Members Absent:

Joe Hubenak	Member
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Others Present:

Thomas Randle	Superintendent
Kathleen Bowen	Chief Human Resources officer
Chris Juntti	Interim Deputy Superintendent of Support Services
Jill Ludwig	Chief Financial Officer
Terri Mossige	Chief Academic Officer
Mike Rockwood	Chief of Staff
Kevin McKeever	Executive Director of Facilities & Planning
Jonathan Brush	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. STUDENT REPORTS – AQUAPONICS LAB

Cody Kainer and Jack Nguyen from Lamar Consolidated High School presented to the Board about the Aquaponics Lab. The students presented the Board with lettuce and peppers that they have grown.

4. RECOGNITIONS/AWARDS

Mr. Hunt recognized the month of September as Childhood Cancer Awareness and recognized Huggins Elementary for their support to Hunter Pollock as Hunter's Heroes.

5. INTRODUCTIONS

Dr. Kathleen Bowen introduced new staff to the Board:
Malissa Hernandez, Assistant Principal of Terry High

6. AUDIENCE TO PATRONS

None.

7. APPROVAL OF MINUTES

A. AUGUST 1, 2019 - SPECIAL MEETING

It was moved by Ms. Kaminski and seconded by Ms. Bronsell that the Board of Trustees approve the minutes of the August 1, 2019 Special Meeting. The motion carried unanimously.

B. AUGUST 13, 2019 - SPECIAL MEETING (WORKSHOP)

It was moved by Ms. Bronsell and seconded by Mr. Hunt that the Board of Trustees approve the minutes of the August 13, 2019 Special Meeting (Workshop). The motion carried unanimously.

C. AUGUST 15, 2019 - SPECIAL MEETING

It was moved by Mr. Hunt and seconded by Ms. Williams that the Board of Trustees approve the minutes of the August 15, 2019 Special Meeting. The motion carried unanimously.

D. AUGUST 15, 2019 - REGULAR BOARD MEETING

It was moved by Ms. Williams and seconded by Mr. Welch that the Board of Trustees approve the minutes of the August 15, 2019 Regular Board Meeting. The motion carried unanimously.

8. BOARD MEMBER REPORTS

a. Meetings and Events

Mr. Hunt reported the Facilities Committee met and reported the status of projects in the District.

Mr. Welch reported the Technology Committee met and reported the status of projects in the District.

Ms. Kaminski attended SEPAC and SHAC meetings.

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Ms. Danziger and other board members attended convocation. She also attended the new teacher dinner, summer school graduation, and the legislative dinner sponsored by the Fort Bend Chamber of Commerce.

9. SUPERINTENDENT REPORTS

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

Dr. Randle thanked the staff and teachers for all their hard work for the successful start of the school year. He also thanked Nikki Nelson and the athletics staff for the work it took to transfer the first two football games to Katy and then back here to manage a sellout crowd for the third game.

ACTION ITEMS FOR CONSENT OF APPROVAL: 10. A-1; 10. A-3 – 10. A-4; 10. B-1 – 10. B-2; 10. B-4 – 10. B-17; 10. C-2; and 10. D-1.

Mr. Welch asked if he needed to re-ask the questions he discussed with Dr. Randle so that the public can hear the questions he asked about certain items. Dr. Randle reminded him that the Board meeting is a meeting in public not a public meeting. If there are additional comments then those items can be pulled.

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

10. A GOAL: INSTRUCTIONAL

10. A-1 Approval of an updated dual credit partnership agreement with Wharton County Junior College (WCJC) for technical dual credit

Approved the updated dual credit partnership agreement submitted by Wharton County Junior College (WCJC) for continued technical dual credit opportunities for Career and Technical Education (CTE) students in Lamar CISD. (See inserted pages 16-A – 16-D.)

10. A-3 Approval of an updated articulation agreement with Wharton County Junior College (WCJC) for the Certified Nurse Aid (CNA) course

Approved the updated articulation agreement submitted by Wharton County Junior College (WCJC) for continued technical dual credit and certification opportunities for Career and Technical Education (CTE) Certified Nurse Aid (CNA) students in Lamar CISD. (See inserted pages 16-E – 16-I.)

10. A-4 Approval of master Interlocal Agreement with Region 10 Education Service Center for products and services related to Eduphoria

Approved the master Interlocal Agreement with Education Service Center Region 10 and authorized the Superintendent to execute the renewal of Eduphoria Premium Suite software. (See inserted page 16-J.)

10. B GOAL: PLANNING

10. B-1 Ratification of Financial and Investment Reports

Ratified the Financial and Investment Reports as presented.

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10. B-2 Acceptance of Certificate of Excellence in Financial Reporting

Reviewed and accepted the District's Certificate of Excellence in Financial Reporting Award for its Comprehensive Annual Financial Report for the fiscal year ending August 31, 2018 (School Year 2017-18).

10. B-4 Approval of resolutions proclaiming:

a. Character Counts Week

Approved the attached resolution proclaiming October 20 - 26, 2019 as "Character Counts Week" in the Lamar Consolidated Independent School District. (See inserted page 17-A.)

b. Custodial Worker Recognition Week

Approved the attached resolution proclaiming September 30 – October 4, 2019 as "Custodial Worker Recognition Week" in the Lamar Consolidated Independent School District. (See inserted page 17-B.)

c. Human Resources Day

Approved the attached resolution proclaiming October 9, 2019 as "Human Resources Day" in the Lamar Consolidated Independent School District. (See inserted page 17-C.)

d. Red Ribbon Week

Approved the attached resolution proclaiming October 23 - 31, 2019 as "Red Ribbon Week" in the Lamar Consolidated Independent School District. (See inserted page 17-D.)

e. Safe Schools Week

Approved the attached resolution proclaiming October 21 - 27, 2019 as "Safe Schools Week" in the Lamar Consolidated Independent School District. (See inserted page 17-D.)

f. School Bus Safety Week

Approved the attached resolution proclaiming October 21 - 25, 2019 as "School Bus Safety Week" in the Lamar Consolidated Independent School District. (See inserted page 17-F.)

g. School Lunch Week

Approved the attached resolution proclaiming October 14 - 18, 2019 as "School Lunch Week" in the Lamar Consolidated Independent School District. (See inserted page 17-G.)

10. B-5 Approval of architect contract for multiple renovation projects

Approved Corgan for the design of the following projects and allowed the Superintendent to begin contract negotiations:

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- Foster High, Briscoe Junior High, Jackson Elementary, Pink Elementary, and Long Elementary Schools carpet replacement
- Austin Elementary, Bowie Elementary, and Jackson Elementary Schools campus improvements and renovations
- Upgrade Siemens HVAC controls at all campus with existing Siemens controls
- Smith Elementary and Taylor Ray Elementary Schools exterior improvements.

10. B-6 Approval of architect contract for secondary additions

Approved PBK Architects for the design of the following projects and allowed the Superintendent to begin contract negotiations:

- Foster High, Fulshear High, and George Ranch High Schools – new multi-purpose space
- Wessendorff Middle, Wertheimer Middle, and Polly Ryon Middle Schools – new orchestra addition, and Navarro Middle School – new orchestra addition and choir room and state renovations
- Foster High School – expanded parking

10. B-7 Approval of architect contract for the replacement of exterior brick and curtainwall at the Brazos Crossing Administration Building

Approved VLK Architects for the design of the replacement of the exterior brick and curtainwall at the Brazos Crossing Administration Building and allowed the Superintendent to begin contract negotiations.

10. B-8 Approval of Guaranteed Maximum Price amendment #2 to the contract with Drymalla Construction Company

Approved amendment #2 to the contract with Drymalla Construction Company to increase the Guaranteed Maximum Price (GMP) for the construction of Dr. Thomas E. Randle High and Harry Wright Junior High Schools to include offsite package #2 an offsite package #3 in the amount of \$4,173,520.

10. B-9 Approval of amendment #8 to RFQuote #18-2016LN the HVAC full coverage maintenance and service agreement

Approved Amendment #8 in the amount of \$62,282 to the RFQuote #18-2016LN full coverage maintenance and service agreement with Texas AirSystems and authorized the Board President to execute the agreement. (See inserted page 18-A.)

10. B-10 Approval of HVAC test and balance for Williams Elementary School

Approved Engineered Air Balance for the HVAC test and balance service for the HVAC web controls at Williams Elementary School in the amount of \$19,410 and authorized the Board President to execute the agreement. (See inserted page 18-B.)

10. B-11 Approval of HVAC test and balance for Harry Wright Junior High School

Approved Engineered Air Balance for the HVAC test and balance service for the HVAC web controls at Harry Wright Junior High School in the amount of \$171,300 and authorized the Board President to execute the agreement. (See inserted pages 18-C – 18-D.)

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10. B-12 Approval of HVAC test and balance for Dr. Thomas E. Randle High School

Approved Engineered Air Balance for the HVAC test and balance service at Dr. Thomas E. Randle High School in the amount of \$284,645 and authorized the Board President to execute the agreement. (See inserted pages 19-A – 19-B.)

10. B-13 Approval of HVAC test and balance for Tamarron Elementary School

Approved Engineered Air Balance for the HVAC test and balance service for the HVAC web controls at Tamarron Elementary School in the amount of \$109,775 and authorized the Board President to execute the agreement. (See inserted pages 19-C – 19-D.)

10. B-14 Approval of professional surveying services for the Lamar Consolidated High and Lamar Junior High Schools renovation projects

Approved Charlie Kalkomey Surveying, Inc. in the amount of \$65,700 and allowed the Board President to execute the agreement. (See inserted pages 19-E – 19-H.)

10. B-15 Approval of building technology systems for Judge Thomas R. Culver III Elementary School

Approved Micro Integration for installation of three (3) additional switches for Judge Thomas R. Culver Elementary School in the amount of \$16,581 and authorized the Board President to sign the agreement. (See inserted page 19-I.)

10. B-16 Approval of SiEnergy gas development fees for Tamarron Elementary School

Approved SiEnergy gas development fees for the Tamarron Elementary School and approved the payment in the amount of \$9,935. (See inserted page 19-J.)

10. B-17 Approval of asbestos surveying services

Approved Environmental Solutions, Inc. (ESI) for asbestos surveying services for the Traylor Stadium press box project in the total amount of \$800 and authorized the Board President to execute the agreement. (See inserted pages 19-K – 19-M.)

10. C GOAL: TECHNOLOGY

10. C-2 Approval of Interactive Flat Panels hardware, installation, and electrical

Approved the purchase of hardware and labor for cabling Interactive Flat Panels (IFP) at Campbell Elementary School from Pro Computing in the amount of \$28,106.

10. D GOAL: PERSONNEL

10. D-1 Approval of new appraisers for teaching staff

Approved the appraiser(s) who have recently become certified or are new to Lamar Consolidated Independent School District (LCISD).

10. A GOAL: INSTRUCTIONAL

10. A-2 Consider approval of affiliation agreement with Memorial Hermann Katy Hospital

It was moved by Ms. Kaminski and seconded by Mr. Hunt that the Board of Trustees approve the renewal of the affiliation agreement with Memorial Hermann Katy Hospital. Mr. Hunt said his only reason for pulling was on the agreement it refers to an Exhibit A which should list the programs, but Exhibit A is blank. Mr. Garrett said the fields of study will be determined at the orientation that will be held in October. Mr. Hunt said it might be easiest if we move to adopt and give the District the discretion to complete Exhibit A as the programs are defined. Mr. Morris advised Mr. Hunt to make a motion to amend the original motion to add the Board will grant discretion to the Superintendent to finalize the agreement.

Mr. Hunt made a motion to amend the original motion to give Dr. Randle discretion to revise Exhibit A as the District sees fit. Mr. Welch seconded the motion.

The motion carried unanimously.

They went back and approved the amended motion and it carried unanimously. (See inserted pages 20-A – 20-F.)

10. A-5 Consider approval to submit a state waiver to the Texas Education Agency

It was moved by Ms. Williams and seconded by Mr. Hunt that the Board of Trustees authorized the Superintendent to submit a class size waiver to the Texas Education Agency.

Ms. Kaminski asked why Taylor Ray was eliminated from the addendum. Dr. Bowen said the staff adjusted within the campus to address the class and the waiver was not needed.

The motion carried unanimously.

10. A-6 Consider approval to solicit prekindergarten partnerships

It was moved by Ms. Bronsell and seconded by Ms. Kaminski that the Board of Trustees approve the solicitation of prekindergarten partnerships to assist with the implementation of full-day Pre-K required by HB3 legislation.

Ms. Kaminski said she understands that we can apply for a waiver and that there is a time schedule that it must be turned in. Dr. Mossige said we currently do not have the ability to apply for the waiver until TEA provides us that opportunity in January of 2020. Ms. Kaminski asked if the District had a committee that will decide what all will be necessary when we send out the formal proposals. Dr. Mossige said it has not been done yet. She said first they must get permission to solicit a call for proposals. They are working on this and it will be ready to be provided on October 7th. Dr. Randle said the law is very specific and we cannot do anything without the Board saying we can move ahead with this. He said most of the requirements are in the law, there is not a lot of flexibility. Ms. Kaminski asked if the district has their proposal ready. Dr. Mossige said they are finalizing that and will have it ready by the first of October. Dr. Randle clarified that the staff will not do a proposal coming from providers. The providers are the ones that will be creating a proposal in order to serve as a provider. Dr. Mossige said the District is providing the information for the providers to create a proposal, including the qualifications outlined for high quality PreK. It is possible that more than one provider will be selected. Ms. Kaminski said she has lots of questions

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about the district's proposal and asked if she should have a meeting to discuss. Dr. Randle reminded her that the District is not making a proposal. The District already has the early childhood and the PreK program in place. The district is scanning the community to determine who meets the qualifications to provide services. He said if 10 meet the qualifications, then that is 10 times the number of students they serve, and the District will not have to provide the services for those students.

Mr. Hunt asked if entities do qualify will they be providing services in January. Dr. Mossige said that is the goal.

The motion carried unanimously.

10. B GOAL: PLANNING

10. B-3 Consider approval of resolution setting forth a nominee for the Board of Directors of the Fort Bend Central Appraisal District

There was discuss about how this process works. There was also discussion whether a sitting Board member could be nominated for a CAD position. Mr. Morris said he would have to research to be sure. Ms. Ludwig read the requirements. Mr. Morris said the Board could go forward with a nomination.

It was moved by Ms. Bronsell and seconded by Ms. Kaminski that the Board of Trustees approve the resolution setting forth nominating James Steenbergen for the Board of Directors of the Fort Bend Central Appraisal District (FBCAD).

Mr. Steenbergen said that he would need to see how much time is involved, and he would withdraw his name if he determines he cannot serve.

The motion carried unanimously.

Ms. Kaminski asked if we could make two nominations. It was determined they could have an alternate in case Mr. Steenbergen was not able to accept.

It was moved by Mr. Hunt and seconded by Ms. Williams that the Board of Trustees nominate Jon Welch as an alternate if James Steenbergen is unable to accept.

Mr. Welch said he accepts as long as him being nominated and/or winning does not nullify his position on the Board of Trustees. Mr. Morris said that information could be determined.

The motion carried unanimously. (See inserted pages 21-A – 21-B.)

10. B-18 Discussion and action on parent engagement committee

Mr. Rockwood gave an update on parent/family engagement activities within the District.

Ms. Kaminski asked what is CANVAS. Ms. Marchena said it is our learning management system, it houses district curriculum. The teachers can interact with students.

Mr. Welch said he gets the sense that administration does not think a parent engagement committee is necessary, he asked if that was fair to say. Mr. Rockwood

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said no the administration values parent engagement and this item was to make the Board aware of the things that are in place and not duplicating efforts.

Ms. Williams said what they learned at the SLI conference was going to a high school and each track and promote what is being offered. She said to do things like getting donations of food to encourage parents to attend. This would get the board members out there to meet people in a casual setting.

Ms. Kaminski said we have to be careful about 3 and 4 of them going out, would it be posted like a Board meeting.

Ms. Danziger said the committee they decide on tonight should come up with the parameters for this.

Mr. Morris said the Ad Hoc committee could bring recommendations to the board, like any other committee. This committee cannot make decisions on behalf of the Board.

It was moved by Ms. Bronsell and seconded by Mr. Welch that the Board of Trustees form a parental engagement committee.

The motion carried unanimously.

Ms. Danziger appointed Ms. Williams as the Chair of the committee, with Mr. Hunt and Ms. Bronsell on the committee.

10. C GOAL: TECHNOLOGY

10. C-1 Consider approval of email security

It was moved by Mr. Welch and seconded by Ms. Williams that the Board of Trustees approve the three-year purchase of Proofpoint advanced email security from Solid Border in the amount of \$352,485 which will be paid \$117,540 annually.

Ms. Kaminski asked if this is someone new we are working with. Mr. Jacobson said the District purchase ProofPoint email filtering a year ago with a one year license agreement. It has worked, so they wish to renew.

The motion carried unanimously.

11. INFORMATION ITEMS

11. A GOAL: INSTRUCTIONAL

11. A-1 Special Education Update

Ms. Mathis gave an update to the Board.

11. B GOAL: PLANNING

11. B-1 Tax Collection Report

11. B-2 Payments for Construction Projects

11. B-3 Bond Update

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a. 2014

b. 2017

11. B-4 School Resource Division Update

11. B-5 Transportation Update

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

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

The Board adjourned to Closed Session at 9:13 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 9:23 p.m.

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

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

Employed

Valdez, Mario

To be determined

Network Administrator
Technology

FUTURE AGENDA ITEMS

None

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UPCOMING MEETINGS AND EVENTS

TASA/TASB in Dallas
State of the Schools on October 2nd
Roberts Middle School Dedication on October 3rd
LEAF Golf Tournament on October 14th

ADJOURNMENT

The meeting adjourned at 9:25 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Kay Danziger
President of the Board of Trustees

Mandi Bronsell
Secretary of the Board of Trustees

**CONSIDER APPROVAL OF AFFILIATION AGREEMENT
WITH OAKBEND MEDICAL CENTER**

RECOMMENDATION:

That the Board of Trustees approve the renewal of the one-year affiliation agreement with OakBend Medical Center.

IMPACT/RATIONALE:

Students in the Health Science Clinical course will receive on-site observation and shadowing experiences with medical professionals through a renewed affiliation with OakBend Medical Center for the 2019-2020 school year.

PROGRAM DESCRIPTION:

Health Science Clinical students will be instructed in relevant curriculum at their home campus by their Health Science teacher and have observational experiences with a health care professional at the affiliated site during class. The District provides student transportation to and from the location with their teacher during their class period. Students do not receive payment and will rotate through different specialty areas of the hospital as designated.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Dr. Jon Maxwell, Executive Director of Student Programs
 Joel Garrett, Director, Career and Technical Education (CTE)

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

THE (SCHOOL)
AND
OAKBEND MEDICAL CENTER
AFFILIATION AGREEMENT

THIS AGREEMENT is entered into and is effective as of the 17th day of October 2019, by and between Lamar Consolidated ISD through the Board of Regents, hereinafter referred to as (“District”) and OakBend Medical Center, a Texas nonprofit corporation (“Hospital”). District and Hospital shall be known collectively as “the Parties” and singularly as “a Party” or “the Party”.

WHEREAS, the Parties seek to provide clinical and educational experiences for students (“Students”) enrolled in the Programs listed in Attachment “A” at District which are incorporated herein and made a part of this Agreement; and

WHEREAS, it is agreed by the Parties hereto to be of mutual interest and advantage that Students be given the opportunity to utilize the Facilities for clinical educational purposes.

WHEREAS, the District as an institution of education, maintains and provides curriculum and training to qualified students in its Programs; and

WHEREAS, it is mutually recognized that the Hospital and District have certain objectives in common, namely; (a) the educating and training of health care personnel, (b) advancement of knowledge in the field of healthcare, (c) the promotion of personnel and community health, (d) the training and preparation of qualified health care individuals in the areas described in the Programs, and that each can further these objectives in a large measure and more effectively through the provisions of the Affiliation Agreement; and

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

RESPONSIBILITIES OF DISTRICT

District shall fulfill the following terms, obligations, and covenants:

- (1) Inform Hospital of the name, address, and phone number of a Program Director who will be available to assist with Hospital personnel and Students of the Program and who will be responsible for maintaining ongoing contact with Hospital's designated representative;
- (2) Develop, organize, and assist Hospital in implementing and operating a Program that is suitable to each Student;
- (3) Acquaint Hospital's designated representative with methods, objectives, goals, and specifics of the Program;
- (4) Assign to Hospital only Students who have fulfilled all prerequisites for the clinical experience and provide Hospital with information requested by Hospital about the Student;
- (5) Assign only the number of Students mutually agreed upon by Hospital and District;
- (6) Notify Hospital as soon as possible of the names and arrival dates of Students;
- (7) Provide evidence (attached as Attachment B) that each Student and faculty member who participates in the Program is covered by adequate professional liability insurance or self-insurance in an amount not less than \$1,000,000 per claim and \$3,000,000 in the aggregate. District shall cause Hospital to be named as an additional insured on such District's policy or policies of insurance or evidence of self-insurance;
- (8) District represents and warrants that it and each of its faculty, professionals and paraprofessionals providing services under this Agreement holds and will hold all unrestricted and valid licenses, permits, registrations, and certifications required under Texas law. District shall provide copies of such upon request.
- (9) Require Students to provide transportation, appropriate supplies, and uniforms, as applicable;
- (10) Inform Students about their obligation to adhere strictly to all applicable administrative policies, procedures, rules, standards, schedules, and practices of Hospital;
- (11) District acknowledges that certain information it and its Students will acquire from Hospital is of a special and unique character and constitutes Confidential Information. For purposes of this Agreement, Confidential Information means all patient information and any information, not generally known about the business or not readily ascertainable by proper means by others, including competitors or the general public, and includes trade secrets. Having acknowledged the foregoing, District agrees to and shall use best efforts to ensure that Students (a) exercise the same degree of care and protection (but no less than a reasonable degree of care and protection) with respect to Hospital's Confidential Information as District exercises with respect to its own Confidential Information; and (b) not, directly or indirectly, disclose, copy, transfer or allow access to any Confidential Information of Hospital. Notwithstanding anything to the contrary herein, District may disclose Confidential Information to its employees and to third parties performing services for such party related to the purposes of this Agreement who have need to know and who have a legal duty to protect such Confidential

Information. In addition to the foregoing obligations, Hospital agrees not to demonstrate or reveal any Confidential Information, to any known competitor, without the prior written consent of the other party. District warrants that District will train its faculty members who are supervising Students about their obligation to maintain confidentiality of all Hospital matters. District further warrants that District will train Students on Student's responsibility to maintain confidentiality. **District shall use its best efforts to ensure patient confidentiality. This Confidentiality provision shall survive termination of this Agreement.**

(12) Inform Students and faculty members who are supervising Students about their obligation to maintain confidentiality of Protected Health Information. Protected Health Information means patients individually identifiable health information that is or has been electronically transmitted or electronically maintained by Hospital that is provided by Hospital to Student or to District.

To the extent that the parties electronically transmit or maintain Protected Health Information, then the parties agree to comply with each applicable standard and regulation when finalized of Public Law 104-191, the Health Information Portability and Accountability Act of 1996 ("HIPAA"), as may be amended.

Except as permitted by this Agreement, District will not use or further disclose, and will institute appropriate safeguards designed to prevent such use or disclosure of, Protected Health Information. If requested by Hospital in writing, District will amend or correct Protected Health Information as required pursuant to the Privacy Regulations. Privacy Regulations means those proposed provisions of 45 Code of Federal Regulations Sections 160 through 164, and any amendments thereto.

District will report to Hospital any use or disclosure of Protected Health Information for any purpose not contemplated by this Agreement, of which District becomes aware.

District will make Protected Health Information available to an individual who requests inspection or a copy of Protected Health Information about himself or herself, as required pursuant to the Privacy Regulations.

Upon written request, District will make available to the Secretary of Health and Human Services this Agreement and District's books, documents and records directly related to the performance of District's obligations under this Agreement, to enable the Secretary to certify the nature and extent of Hospital ' s compliance with the Privacy Regulations.

District will return or destroy all Protected Health Information received from the Hospital, which District maintains in any form at the termination of this Agreement; and incorporate any amendments or corrections to the Protected Health Information, which may be requested pursuant to the Privacy Regulations.

District warrants that District will train its faculty members who are supervising Students about their obligation to maintain confidentiality of Protected Health Information. District further warrants that District will train Students on Student's

responsibility to maintain confidentiality of Protected Health Information. **This Article 1.12 shall survive termination of this Agreement.**

- (13) Upon notice to District, inform Hospital of any adverse circumstances to which Hospital may be exposed because of the activities or health status, including the mental health status, of a Student. In the event that a Student develops a physical and/or mental impairment that interferes with his/her ability to perform expected tasks in the hospital setting the School will refrain from sending the student to the Facility for clinical experience;
- (14) Upon notice to District, notify Hospital of any complaint, claim, investigation, or lawsuit involving a Student that is related to clinical experiences provided under this Agreement;
- (15) Notify Students about their obligation to comply with Hospital policies and procedures, state law, and OSHA blood borne and tuberculosis pathogen regulations in the training, vaccination, testing, prevention, and post-exposure treatment of Students, where applicable in the performance of duties required by the Program;
- (16) Maintain documentation of Student's health status, proof of current vaccinations, **negative tuberculosis immunization** status and annual influenza vaccination. At the request of Hospital, District shall provide evidence of documentation;
- (17) Accept full responsibility for the training, evaluation, qualifications, and competency level of each Student;
- (18) District shall until expiration of four (4) years after the furnishing of services under this Agreement, the Secretary of the Department of Health and Human Services and the Comptroller General of the United States, or the designees or duly authorized representative of either of them shall have access to all books and records of District pertaining to the subject matter of this Agreement and the provision of service under it, in accordance with the criteria presently or hereafter developed by the Department of Health and Human Services as provided in Section 952 of the Omnibus Reconciliation Act of 1980. Upon request by governmental authority, District shall make available (at reasonable times and places during normal business hours) this Agreement, and all books, documents and records of District that are necessary to verify the nature and extent of the costs and services provided by District furnished in connection with this Agreement.

In the event of any request for the District's or related subcontractors' books, documents, and records is made by a third party, the District or any subcontractor related to the District shall promptly give notice of such request to the Hospital and provide the Hospital with a copy of such request, and, thereafter, consult and cooperate with the Hospital concerning the proper response to such request. Additionally, the District or any subcontractor related to the District shall provide the Hospital with a copy of each book, document, and record made available to one or more of the persons and agencies above or shall identify each such book, document, and record to the Hospital and shall grant the Hospital access thereto for review and copying. This provision shall survive termination of this Agreement.

- (19) Hospital requires and District agrees to (a) train its employees on applicable laws; (b) provide Hospital, its employees, and agents access to billing documentation related to services provided under this agreement; (c) participate in contract and claims audits upon reasonable request, (d) cooperate and assist during any internal compliance review, investigation, monitoring protocol and/or

- audit, without regard to whether the review, investigation, or audit occurs before or after termination of the Agreement;
- (20) District is obliged to notify Hospital of any violation of any applicable law, regulation, or third party payer requirement, immediately after District, its employees, or agents become aware of it, without regard to whether District or its employees or agents become aware of during the term hereof and without regard to whether District, its contractor or its employees are involved or merely a witness. Such notification can be given through any of the following methods: (a) anonymously through the Hospital's corporate compliance and privacy hotline (281) 341-3016); (b) by contacting the Corporate Compliance Officer, Loretta Flynn (281) 633-4058; or (c) by contacting Hospital's Comptroller, Susan Carruth (281) 633-4080. District shall use its best efforts to ensure that its Students comply with this Article 1.20;
- (21) District shall comply and shall ensure that its Students comply with all federal, state and local laws, regulations and governmental orders in providing items or services pursuant to this Agreement;
- (22) District shall comply and use its best efforts to ensure that its Students comply with Joint Commission on Accreditation of Hospital Organizations (The Joint Commission) requirements and state or national professional ethical guidelines; and
- (23) District, in accordance with Section 4304 of the Balance Budget Act, acknowledges that Hospital is prohibited from contracting with a person or entity that has been excluded from a federal health care or a state health care program (collectively "Governmental Programs"). District represents and warrants that District is not excluded from any Governmental Programs on the *Effective Date* of this Agreement and agrees that it will not perform any act that will cause it to be excluded during the term of this Agreement. District also represents that if it or an employee who provides items or services under this Agreement becomes excluded from any Governmental Programs that it will promptly notify Hospital. District represents to Hospital that no final adverse action by the federal government has occurred or is pending or threatened against the District, its affiliates, or, to its knowledge, against any employee, contractor, or agent engaged to provide items or services under this Agreement. District agrees to check the Office of Inspector General's List of Excluded Entities and Providers and the General Services Administration List of Debarred Contractors to assure that its employees, contractors and agents have not been excluded from participation in federal health care programs. District acknowledges failure to comply with any provisions of this Article 1.23 shall be considered a breach of contract and is grounds for immediate termination.

**ARTICLE II
OBLIGATIONS OF HOSPITAL**

Hospital shall fulfill the following terms, obligations, and covenants:

- (1) Provide necessary instruction for prescribed clinical experiences for Students, as agreed upon by both Parties;
- (2) Where appropriate, provide qualified supervisory personnel to work in conjunction with the Program Faculty;
- (3) Report any unsatisfactory conduct or performance of a Student in a form prescribed by District; and
- (4) Permit designated faculty members the right to observe Students at the Hospital.

**ARTICLE III
OBLIGATIONS OF THE PARTIES**

The Parties mutually agree to fulfill the following terms, obligations, and covenants:

- (1) Neither District, Students, nor any District personnel, including faculty, shall be considered employees, agents, borrowed servants, partners, or joint ventures of Hospital;
- (2) Hospital is not responsible for wages, social security taxes, hospitalization insurance, or workers' compensation insurance for Students. In the event a Student should, independent of this Agreement, be employed by Hospital, this section and the preceding section shall not apply during the hours in which such Student is performing services as an employee of Hospital;
- (3) Nothing in this Agreement is to be construed as transferring financial responsibility from one Party to another;
- (4) Without limitation of any provision set forth in this Agreement, the Parties expressly agree to abide by all applicable federal and/or state equal employment opportunity statutes, rules, and regulations;
- (5) Hospital shall have the right to refuse to allow Students who do not have requisite skills, attitude, previous training, or health status for provision of patient care to participate in the Program; and
- (6) To the extent permitted by the constitution and laws of the State of Texas and without the waiver of sovereign immunity to which District is or may be entitled to assert, District shall indemnify and hold Hospital harmless from and against any claims, costs, including reasonable attorneys' fees, liabilities, or causes of action arising out of or from any negligent acts or omissions by Students or District personnel who are engaged in activities at Hospital that are directly related to the Program. This indemnification provision shall survive termination of this Agreement.

ARTICLE IV TERM AND TERMINATION

- (1) This Agreement shall be effective for one (1) year and may be extended upon mutual consent of both parties hereto evidenced in writing for additional one-year terms, unless sooner terminated in accordance with applicable provisions of this Agreement.
- (2) Any breach of the covenants stated in Article I of this Agreement by District shall be considered a material breach of this Agreement. In the event of a material breach, Hospital shall have the right to terminate this Agreement immediately.
- (3) Notwithstanding any other provision in the Agreement, either Party shall have the right to terminate this Agreement after thirty (30) consecutive days' written notice is given to the other Party. If either Party exercises this option, the Parties agree to make reasonable efforts so that Students already in training status will be allowed to complete the stipulated course of study.
- (4) Hospital shall further have the right to demand immediate removal of any student or faculty from its premises.
- (5) Hospital retains the right to terminate or modify this Agreement in the event that a significant change occurs in any of the following:
 - (a) any applicable health care law or its interpretation;
 - (b) significant payer's payment methodology which affects the continuing viability or legality of the method of doing business under this Agreement;
 - (c) the ability of either party to be reimbursed for services or items provided;
 - (d) District's exclusion from any Governmental Programs; or
 - (e) Hospital staffing.

**ARTICLE V
GENERAL PROVISIONS**

- (1) The Parties agree that this Agreement will be construed by the laws of the State of Texas and venue for purposes of alternative dispute resolution, claims, or litigation shall lie exclusively in Sugar Land, Fort Bend County, Texas.
- (2) The terms and conditions of this Agreement may be modified upon mutual written consent of the Parties at any time.
- (3) This Agreement and all terms and conditions contained herein shall become effective as of the date noted as the Effective Date that first appears in paragraph one of this document.
- (4) Any notice, request or other communication required or permitted under this Agreement shall be in writing and shall be considered effective as of the date sent by facsimile transmission and confirmed by telephone, or presented personally, or mailed by certified, return receipt requested mail addressed to:

Hospital:
OakBend Medical Center

1705 Jackson Street
Richmond, Texas 77469

Attn: Marilyn Phillips, MSN, RN, CNOR
Interim Vice President / Administrator
Phone: (281) 633-4089
Fax: (281)239-5428

District:

Lamar Consolidated ISD

3911 Avenue I
Rosenberg, TX 77471

Attn: Joel Garrett, Director CTE
Phone: 832-223-0128
Fax: 832-223-0201

- (5) Neither Party may assign any rights or obligations under this Agreement without the prior written consent of the other Party. Except as may be herein specifically provided to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto, and their respective legal representatives, successors, and assigns.

Notwithstanding anything herein to the contrary, Hospital shall have the right to assign this Agreement and the rights and obligations hereunder to an entity that is controlled by, under control with, or that controls Hospital, or is formed as the result of an internal restructuring of Hospital and/or its affiliates. Any such assignment by Hospital shall be effective without the need for any action on the part of any party other than Hospital and the party to which such permitted assignment is made in order for such assignment by Hospital to be effective.

- (6) Each individual executing this Agreement on behalf of any Party expressly represents and warrants that he/she has authority to do so, and thereby to bind the Party on behalf of which/whom he/she signs, to the terms of this Agreement.
- (7) If any part of this Agreement should be determined to be invalid, illegal, inoperative, or contrary to applicable law, statute, regulation, or District or Hospital policies, that part of the Agreement shall be reformed, if reasonably possible, to comply with the applicable policies, provisions of law, statute, or regulation, and, in any event, the remaining parts of the Agreement shall be fully effective and operative insofar as reasonably possible.
- (8) A waiver by either Party or the breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the Agreement.
- (9) Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes, or other work interruptions by either Party's employees, or any similar cause beyond the reasonable control of either Party.
- (10) This Agreement is entered into by and between the Parties hereto and for their benefit. There is no intent by either Party to create or establish third Party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.
- (11) Unless expressly provided herein, the Parties do not assume or become liable for any of the existing or future obligations, liabilities, or debt of the other.
- (12) This is the entire Agreement between the Parties with respect to the subject matter covered herein. The Agreement supersedes all other Agreements between the parties. No other agreement, statement, promise, proposal, or understanding, whether written or oral made by either party, or an employee, or agent of either Party, which is not contained in this Agreement, shall be binding or valid unless executed pursuant to the terms and conditions set forth herein.

[SIGNATURES ON NEXT PAGE]

IN WITNESS HEREOF, the Parties have executed this Agreement in multiple counterparts, to be effective as of the date written on page one (1) of this Agreement.

OakBend Medical Center

By: _____

Marilyn Phillips, MSN, RN, CNOR
Interim Vice President/Administrator

Date: _____

By: _____

Joe Freudenberger
Chief Executive Officer

Date: _____

Lamar Consolidated ISD

By: _____

Dr. Thomas Randle
Superintendent

Date: _____

ATTACHMENT A

The following Programs at District shall assign Students for clinical and educational experience at Facilities under the terms of the Affiliation Agreement effective as of the date written on page one (1) of this Agreement.

- Health Science Clinical students

ATTACHMENT B

SCHOOL NAME

Lamar CISD

MEMORANDUM OF INSURANCE

See Attached

MARCIA WRIGHT
BILL BEATTY INSURANCE AGENCY INC.
1202 RICHARDSON DRIVE STE. 100
RICHARDSON, TX 75080

For Office use only

Ref# 0644030367
10/01/2019



1100 Virginia Drive, Suite 250
Fort Washington, PA 19034-3278
Phone: 1-800-986-4627 Fax: 1-866-321-0905
Website: www.nso.com

09/09/19

Lamar CISD
3911 Avenue I
Rosenberg, TX 77471-3901

Dear Marcia Wright:

Enclosed is the replacement certificate of insurance that you requested.

If you have any questions or need assistance, please call us toll free at 1-800-986-4627. Our Customer Service Representatives are available weekdays from 8:00 a.m. to 6:00 p.m., EST.

Sincerely,

Customer Service

Enclosure

S2DCLT



HEALTHCARE PROVIDERS SERVICE ORGANIZATION PURCHASING GROUP

Certificate of Insurance OCCURRENCE POLICY FORM



Print Date: 9/09/2019

Producer Branch Prefix Policy Number Policy Period
018098 970 HPG 0644030367 from 10/01/19 to 10/01/20 at 12:01 AM Standard Time

Named Insured and Address: Lamar CISD 3911 Avenue I Rosenberg, TX 77471-3901

Program Administered by: Nurses Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-800-986-4627 www.nso.com

Medical Specialty: School Blanket - Healthcare Provider Students Code: 80998

Insurance is provided by: American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606

Professional Liability \$1,000,000 each claim \$ 5,000,000 aggregate

Your professional liability limits shown above include the following: * Personal Injury Liability

Coverage Extensions

Table with 5 columns: Coverage Extension, Amount, Unit, Amount, Aggregate. Rows include Grievance Proceedings, Defendant Expense Benefit, Deposition Representation, Medical Payments, First Aid, and Damage to Property of Others.

Total: \$ 1,000.00

Base Premium \$1,000.00

Policy Forms & Endorsements(Please see attached list for a general description of many common policy forms and endorsements.)

G-144918-A CNA79561 G-144931-A42 G-53752-E42 CNA80079TX CNA80608 G-145199-A

Signature of Chairman of the Board

Chairman of the Board

Signature of Secretary

Secretary

Keep this document in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. In order to activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance. Master Policy # 188711433

G-141241-B (03/2010)

Coverage Change Date:

Endorsement Change Date:

POLICY FORMS & ENDORSEMENTS

The following are the policy forms and endorsements that apply to your current professional liability insurance policy.

COMMON POLICY FORMS & ENDORSEMENTS

<u>FORM #</u>	<u>DESCRIPTION</u>
G-144918-A	School Blanket Occurrence Form
CNA79561	Distribution or Recording of Material or Information in Violation of Law Exclusion Endorsement
G-144931-A42	Cancellation & Non-Renewal Endorsement
G-53752-E42	Texas Policy Holder Notice
CNA80079TX	Texas Policyholder Notice
CNA80608	Health Information Privacy and Notification Costs Endorsement
G-145199-A (03)	Additional Location (SB2)

PLEASE REFER TO YOUR CERTIFICATE OF INSURANCE FOR THE POLICY FORMS & ENDORSEMENTS SPECIFIC TO YOUR STATE AND YOUR POLICY PERIOD.

- For NJ residents: The PLIGA surcharge shown on the Certificate of Insurance is the NJ Property & Liability Insurance Guaranty Association.
- For KY residents: The Surcharge shown on the Certificate of Insurance is the KY Firefighters and Law Enforcement Foundation Program Fund and the KY LGPT is the KY Local Government Premium Tax which includes charges at a municipality and/or county level.
- For WV residents: The surcharge shown on the Certificate of Insurance is the WV Premium Surcharge.
- For FL residents: The FIGA Assessment shown on the Certificate of Insurance is the FL Insurance Guaranty Association - 2012 Regular Assessment.

Form#: G-141241-B (03/2010)
Master Policy#: 188711433

Named Insured: Lamar CISD
Policy#: 0644030367

**CONSIDER APPROVAL OF AGREEMENT WITH MSB CONSULTING GROUP, LLC – SCHOOL
HEALTH AND RELATED SERVICES (SHARS) PROGRAM**

RECOMMENDATION:

That the Board of Trustees approve an agreement between the Lamar Consolidated Independent School District and MSB Consulting Group, LLC (MSB) for the administration of the SHARS (Medicaid Consulting and Billing) and MAC (Medicaid Outreach Services) Programs within the District, and allow the Superintendent to execute the agreement.

IMPACT/RATIONALE:

Lamar CISD has collaborated with an external consulting group since September 2012 for the administration of the SHARS program. Assistance of this type has improved the efficiency and effectiveness of Lamar CISD Medicaid billing and increased the District's financial returns. This agreement will also include assistance in the administration of the MAC program.

Administrative departments (Special Education and Finance) have reviewed the qualifications and experience of MSB and conducted appropriate reference checks to confirm the proficiency of the organization. The contract procurement is covered by a purchasing cooperative. It is believed that the methodologies used by MSB and aggressive claiming services will enhance the District's billing opportunities. It is also believed that the customer service techniques and in-depth training opportunities will be of added benefit in the long term.

PROGRAM DESCRIPTION:

Lamar CISD will take certain actions in an effort to ensure the success of this collaboration. We will ensure that Lamar CISD staff are available for trainings provided by MSB, provide a point of contact within the district to oversee Medicaid billing, and provide ongoing monitoring and oversight of Lamar CISD submissions and reimbursements.

MSB will provide training to Lamar CISD staff regarding Medicaid billing and eligible submissions, and provide technical assistance and billing support to Lamar CISD for Medicaid submissions.

The fee for this service is 6% of net revenues generated. The contract will commence upon approval by the Board of Trustees and remain in effect until October 16, 2020 unless terminated in writing as required by either party.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Tiffany Mathis, Executive Director of Special Education
 Jill Ludwig, CPA, RTSBA, Chief Financial Officer
 Michele Reynolds, CPA, Director of Finance

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

AGREEMENT
For Medicaid Consultation and Billing

THIS AGREEMENT is entered into as of October 17, 2019, by and among:

MSB Consulting Group (MSB™), a limited liability company, having an address of 12885 Research Boulevard, Suite 204, Austin, TX 78750; and

Lamar CISD, (the “District”), having an address of 3911 Avenue I, Rosenberg, TX 77471.

MSB™ is in the business of providing Medicaid Consultation and Billing for school districts as defined in **Exhibit A**; and

MSB™ wishes to provide Medicaid Consultation and Billing to the District; and

the District desires to utilize Medicaid Consultation and Billing;

the parties agree, for good and valuable consideration, the receipt of which is hereby acknowledged, and intend to be bound by the terms of this agreement as set forth in this document.

Definitions.

A. “**X Logs™**” means “**X Logs™**” Clinical Notation Solution necessary to access MSB™’s host server facilities.

B. “**Licensed System**” means **X Logs™**, **Clinical Notation Solution**, and **Support Services**.

1) Agreement Term. The **Agreement Term** shall be from October 17, 2019 to October 16, 2020. Upon completion of the **Agreement Term**, this Agreement shall continue in force upon mutual agreement of the parties, and the District will continue to be invoiced per the rates indicated in **Paragraph 2**, as may be amended from time to time pursuant to Paragraph 4 hereof. The District agrees to pay all invoices within 30 days from the date of the invoice.

2) Administration Fee. Based upon the Agreement Term, your administration fee for Medicaid Consultation and Billing is:

1st Year Rate: 6%

3) Services and Responsibilities. MSB™ hereby agrees to provide Medicaid Consultation and Billing as outlined in **Exhibit A**. The District agrees to perform the District Responsibilities outlined in **Exhibit B** and to pay the rates set forth above to MSB™.

4) Consideration. In exchange for MSB’s provision of Medicaid Consultation and Billing, the District shall pay MSB™ an Administration Fee. The Administration Fee will be calculated based on the agreed upon percentage of the amount actually received in Medicaid reimbursement during the agreement term, either direct deposit or checks delivered to the District, as defined in **Paragraph 2**. The Administration Fee is payable upon receipt of each invoice which will accompany the fully reconciled remittance report. During the contract term, the District shall pay an Administration Fee for all reimbursements received through the Medicaid to Schools Program. This includes, but is not limited to, the following types of reimbursement:

- Interim reimbursements
- Cost Settlements
- Medicaid Administrative Claiming (MAC)

MSB™ reserves the right to renegotiate the administrative fee rate as found in **Paragraph 2** should either the federal and/or state governments revise the protocols for submitting and/or paying Medicaid claims.

5) Strict Compliance. If a Party fails to exercise any right or to insist that the other Party strictly comply with any obligation, no such failure or insistence shall be a waiver of the right of a Party to demand strict compliance with each duty or obligation. No custom or practice of the Parties that varies from this Agreement shall constitute a waiver of the right of a Party to demand exact compliance. Waiver by one Party of any particular default by the other Party shall not affect or impair a Party’s rights in connection with any

subsequent default of the same or of a different nature, nor shall any delay or omission of a Party to exercise any rights arising from such default affect or impair the rights of that Party as to such default or any subsequent default.

- 6) Jointly Drafted. This Agreement shall be deemed to have been drafted by both Parties and, in the event of a dispute, shall not be construed against either party.
- 7) Waiver of Equitable Remedies. The Parties waive all equitable remedies including equitable rescission and rescission at law.
- 8) Intellectual Property Rights/Confidentiality. It is agreed that any and all work, data and information that is the product of this **Licensed System** shall belong wholly to the District. All information and school data submitted or input into the **Licensed System** remains the proprietary information of the District and may not be copied or used in any way without the express written permission of the District, with the exception that employees of MSB™ may access the **Licensed System** and data from the **Licensed System** for provision of **Support Services**, manipulation of data for appropriate purposes, and facilitation of data transfer to enable the District to meet its state and federal reporting requirements. At termination, the District may request, in writing, all District information stored in the **X Logs®** Clinical Notation Solution. MSB™ will, within 60 days, provide to the District all of its information in such a format that MSB™ deems appropriate. Notwithstanding the above, this Agreement does not transfer ownership rights of the **Licensed System** to the District, or to any other third party. The District agrees not to modify, reverse engineer, disaggregate, or decompile any intellectual property of MSB™, including, but not limited to the **Licensed System** or intentionally create derivative works based on such intellectual property. The District agrees not to distribute the **Licensed System** to any person or entity other than District personnel or contracted District personnel, or make any other improper use of the **Licensed System**.
- 9) Bankruptcy. If, at any time, MSB™ seeks the protection of the U.S. Bankruptcy Act of 1978, as amended or any applicable state bankruptcy law and:
 - a. Has a receiver in equity appointed for its property requests or consents to the appointment of a receiver, or b. Has a trustee in reorganization appointed for its property, or
 - c. Files a voluntary petition for reorganization or arrangement, or
 - d. Files a voluntary petition in bankruptcy, or
 - e. Files an answer admitting bankruptcy or agreeing to a reorganization or arrangement, or
 - f. Makes an assignment for the benefit of its creditors, then this Agreement shall expire. Any payments due from the bankrupt Party to the other Party under this Agreement shall be deemed an administrative expense under 11 U.S.C. §503. This Paragraph shall not apply in the event of a withdrawal or discharge of any petition that occurs within 45 days of the date on which any such petition is filed.
- 10) Further Assurances. If requested by one Party, the other Party shall execute and deliver such other documents and take such other action as may be necessary to effect the terms of this Agreement.
- 11) Authority to Execute. Each of the undersigned individuals represents and warrants that he or she is expressly and duly authorized by his or her respective entity or agency to execute this Agreement and to legally bind each such entity or agency as set forth in this Agreement.
- 12) Termination. Either party may terminate this Agreement at any time upon a 30-day written notice to the other Party. The parties also agree that MSB™ may terminate this agreement if the District fails to provide timely payment as set forth in this agreement.
- 13) Costs. In the event that litigation is commenced to enforce any of the terms of this Agreement, the prevailing party in the litigation (whether by court or arbitration) shall be entitled to the costs thereof, including reasonable attorneys' fees.
- 14) Exclusions. MSB™ in no way implies nor should any language herein be construed that MSB™ guarantees that the utilization of Medicaid Consultation and Billing by the District will guarantee the District's compliance with State or Federal requirements relative to Medicaid reimbursements. No utilization of Medicaid Consultation and Billing by the District will constitute the formation of an attorney-client relationship between MSB™ and the District.
- 15) Notices. Except as otherwise expressly set forth in this Agreement, all notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement will be in writing and will be deemed to have been given when

delivered personally, or by documented overnight delivery service, or sent by telecopy, telefax, or other electronic transmission service, provided a confirmation copy is also sent no later than the next business day by first class certified mail, return receipt requested to the party at the address set forth at the head of this Agreement, or such other address as specified in writing by such party.

- 16) Force Majeure. The parties agree that MSB™ will not be held responsible for non-performance under the terms of this contract stemming from events reasonably outside of the control of MSB™, such as, but not limited to, fires, floods, war, terrorist attack, regulatory action, utility interruption, viruses and the like.
- 17) General. This Agreement: (i) may be executed in any number of counterparts, each of which, when executed by all parties to this Agreement shall be deemed to be an original, and all of which counterparts together shall constitute one and the same instrument; (ii) shall be governed by and construed under the laws of Texas applicable to contracts made, accepted, and performed wholly within Texas, without application of principles of conflicts of laws; (iii) constitutes the entire agreement of the parties with respect to its subject matter, superseding all prior oral and written communications, proposals, negotiations, representations, understandings, courses of dealing, agreement, contracts, and the like between the parties in such respect; (iv) may be amended or modified only by a writing signed by the parties and any right under this Agreement may be waived in whole or in part, only by a writing signed by the parties; (v) contains headings only for convenience, which headings do not form part, and shall not be used in construction, of this letter agreement; (vi) no party to this Agreement may assign this Agreement or its rights or obligations hereunder without the prior written consent of all other parties to this Agreement (vii) shall bind and inure to the benefit of the parties and their respective legal representatives, successors and permitted assigns; (viii) is not intended to inure to the benefit of any third-party beneficiaries; (ix) may be enforced only in courts located within the State of Texas, and the parties hereby agree that such courts shall have venue and exclusive subject matter and personal jurisdiction, and consent to service of process by registered mail, return receipt requested, or by any other manner provided by law; (x) invalidity of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions hereof which shall remain in full force and effect; and (xi) in the event litigation cases are settled prior to adjudication, the parties are responsible for their own attorney’s fees.

IN WITNESS WHEREOF, the parties hereby execute this Agreement to be effective as of the date first written above:

Lamar CISD

Name of Duly Authorized Agent: _____

Title of Duly Authorized Agent: _____

Signature of Duly Authorized Agent: _____

Signature Date: _____

MSB Consulting Group, LLC

Name of Duly Authorized Agent: Chris Meroff

Title of Duly Authorized Agent: Executive Director

Signature of Duly Authorized Agent: _____

Signature Date: _____



Exhibit A Summary of Medicaid Consultation and Billing

As the consulting and billing agent, MSB™ agrees to adhere to all rules and regulations that pertain to the submission of claims under the Rules and Regulations that govern School-Based Medicaid reimbursement programs.

MSB™ is pleased to provide the following services to your school district:

- Unlimited access to your assigned local Program Specialist who will provide a single point of contact to manage your entire Medicaid to schools program
- Complete enrollment management for National Provider Identifier
- Complete enrollment management for Texas Provider Identifier
- Complete management of Fairbanks (STAIRS) account
- Complete management of Medicaid Administrative Claiming (MAC) enrollment
- Maintain annual state training certifications for Cost Reporting, Random Moment Time Study (RMTS) Participant List and MAC
- Complete management of quarterly RMTS Participant List certification, including staff training and response management • Complete management of MAC financial certification
- Complete management of Provider credentials to ensure they are current per SHARS billing guidelines
- Complete management of Professional Oversight of applicable Providers (COTA, PTA, SLPA, Grandfathered SLP, Delegated Nursing Services) per SHARS billing guidelines
- Unlimited onsite and online training for administrators and service providers to ensure the success of the SHARS program in the District
- Daily monitoring of Provider participation in the SHARS program (Clinical documentation)
- Complete management of Specialized Transportation sessions and claiming
- Accurate, dependable, and confidential billing process: Processing of all Medicaid claims using both paper logs and/or the electronic files generated by the school districts' health care practitioners and other qualified staff via **X Logs™** service documentation
- Audit Provider clinical notation for SHARS compliance and deny or hold any sessions missing needed information
- Tracking and Reconciliation of all submitted claims from Texas Medicaid & Healthcare Partnership (TMHP), including the resubmission of rejected claims and the appeal of denied claims
- Reports which show the status of all Medicaid transactions, reimbursements and cataloguing of electronic service delivery records
- Special reports as requested by the school districts
- Complete management of the Certification of Funds process
- Storage of all Remittance and Status reports from TMHP
- Complete analysis, audit and appeal/corrections of the previous two years' Cost Reports as allowed by the State
- Complete management of the annual Cost Reporting Process
- Complete management of the salary allocation for SSAs and Co-ops
- State and federal Medicaid information, liaisons, and updates: Timely and accurate information regarding the rules and regulations associated with Medicaid reimbursement to schools
- Advise school districts in contract negotiations with non-employees regarding contract sections related to payment terms and proper documentation for billing purposes
- Review filed cost report(s) compared to what was desk reviewed and submitted to the state to ensure the amounts agree with what was filed. Additional review of subsequent cost reports to ensure the settlement trend is consistent across years. If an appeal opportunity is identified, MSB advises the district of the appeal and prepares the documentation to submit to the state. If no appeal is needed, MSB supports the district in next steps to waive the appeal and receive funds.
- MSB takes on the audit process to defend methodologies, and information that was reported. Cost reports are subject to audit for up to 7 years beyond the state submission date.
- MSB does not invoice the district while a recoupment originating from an audit is on the district's account with the state, as the district is receiving no payments.
- Administrative, consulting, statistical and audit services to the District

- Complete management of the audit process, including audit preparation and facilitation to assist with proper procedure and rigorous compliance; Interface with State Medicaid Agencies and State Education Agencies as appropriate as a result of audit findings.

- **X Logs™** Licensed System
 - School data hosted on a secure server
 - **X Logs™** web-based software usage
 - Unlimited technical support --- 5 days a week via toll free number, Live Chat, and/or email
 - Supporting documentation (Online User Guides, Video Tutorials)
 - **X Logs™** software updates

Exhibit B District Responsibilities

As the Provider of Record, the school district agrees to provide information to MSB™ that adheres to all Rules and Regulations that govern school-based Medicaid programs. Below is a list of responsibilities that the District agrees to fulfill:

The District is responsible for the following:

- Maintain **X Logs™** forms and fields related to certifications, licensures, etc. of all staff for whose services the District is seeking reimbursement
- Maintain individual education programs (IEP)s within the school-based Medicaid program guidelines for all services for which the District is seeking reimbursement
- Maintain necessary paperwork related to all Medicaid required referrals, orders or recommendations for services for which the District is seeking reimbursement
- Maintain attendance records
- Maintain actual cost data for covered services

**CONSIDER APPROVAL OF THE 2019-2020 DISTRICT IMPROVEMENT
AND CAMPUS IMPROVEMENT PLANS**

RECOMMENDATION:

That the Board of Trustees approve the 2019-2020 District Improvement and Campus Improvement Plans.

IMPACT/RATIONALE:

Per Texas Education Code §11.252, the Board of Trustees is responsible for ensuring that the District Improvement Plan and Campus Improvement Plans are developed, reviewed, and revised annually for the purpose of improving student performance. The Board must annually approve District and Campus performance goals as outlined in the plans to determine that campuses are using appropriate measures to generate success.

Additionally, the District and Campus plans support the Texas Education Agency's Strategic Priorities and Enablers per the Every Student Succeeds Act (ESSA) of 2015.

PROGRAM DESCRIPTION:

State and federal legislation requires all districts and campuses to develop annual District and Campus Improvement Plans to target and address student needs. All plans contain a Comprehensive Needs Assessment, which identifies priority areas in need of improvement. Based upon the developed needs assessment, campuses align goals, objectives, strategies and resources that will be used in the current school year to improve and support student performance.

Additionally, District and Campus Improvement Plans are aligned to and support the tenants of the Texas Education Agency's continuous improvement process and serve as a blueprint for sustaining growth toward meeting increasing state accountability standards.

Upon approval, plans are posted to each campus and the District website for public review. Plans may receive minor amendments from administration throughout the school year to stay in sync with continually evolving campus and student needs.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Dr. Jon Maxwell, Executive Director of Student Programs
 Katie Marchena, Executive Director of Teaching and Learning
 Brian D. Moore, Director of Research, Assessment, & Accountability

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**CONSIDER RATIFICATION OF QUARTERLY INVESTMENT REPORT
JUNE 2019 THROUGH AUGUST 2019**

RECOMMENDATION:

That the Board of Trustees ratify the quarterly investment report as submitted for the quarter ending August 31, 2019.

IMPACT/RATIONALE:

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

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**Lamar Consolidated Independent School District
Quarterly Report of Investment Activity
for the quarter ending August 31, 2019**

Preface

House Bill 2459 amended the section of the Education Code that dealt with the investment of school district funds. Code Section 2256.023 as amended requires that the Investment Officer of the District prepare and submit to the Board of Trustees a report of investment activity and position on a quarterly basis. The attached report complies, to the best of our knowledge and ability, with the requirements, and covers the period June 1, 2019 through August 31, 2019.

Investment Strategy by Fund

GENERAL FUND STRATEGY:

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

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

DEBT SERVICE FUND STRATEGY:

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

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

CAPITAL PROJECTS FUND STRATEGY:

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

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

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

INVESTMENT POSITION AT AUGUST 31, 2019

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

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

COST TO FAIR MARKET VALUE COMPARISON

The cost to fair market value comparison follows in a separate section. All investable funds were deposited with authorized investment pools as of August 31, 2019. Pertinent details at August 31, 2019 of each pool in which the District had funds invested follows:

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
Texpool	1.00	\$20,484,500,346	\$20,486,759,958	0.6833%
Lone Star, Government Overnight Fund	1.00	\$ 3,284,392,699	\$ 3,284,547,418	2.7573%

The dollar weighted average maturity of the portfolio for the Government Overnight Fund for August 2019 was 27 days.

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
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MBIA, Texas CLASS	1.00	\$9,037,340,146	\$9,038,644,334	0.4570%
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The dollar weighted average maturity of the portfolio for Texas CLASS Fund for August 2019 was 52 days.

Texas Term, Daily Fund	1.00	\$2,517,609,614	\$2,517,996,556	1.7919%
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The dollar weighted average maturity of the portfolio for TEXAS TERM/DAILY Fund for August 2019 was 29 days.

TexStar,	1.00	\$8,162,241,291	\$8,162,120,701	1.2864%
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The dollar weighted average maturity of the portfolio for TEXSTAR Fund for August 2019 was 22 days.

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

We hereby certify that this report is a true and accurate description of the investment portfolio of the Lamar Consolidated Independent School District for the period ending August 31, 2019. This report fully discloses all material aspects of the District's cash and investment position for the quarter then ended. All investments are in compliance with the Public Funds Investment Act (HB 2459) and local investment policy.

Submitted by:


 Jim Ludwig,
 Chief Financial Officer

Date: 10/8/19


 Yvonne Dawson
 Director of Budget & Treasury

Date: 10/8/19


 Michele Reynolds
 Director of Finance

Date: 10/8/19

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING AUGUST 31, 2019

	<u>6/30/2019</u>	<u>7/31/2019</u>	<u>8/31/2019</u>
<u>DEMAND DEPOSIT ACCOUNT BALANCES¹</u>			
General Fund	1,128,453	2,643,670	716,058
Special Revenue Funds (Combined)	3,920,295	4,163,086	2,528,214
Debt Service Fund	1,339,905	1,333,905	1,457,062
Capital Projects Fund	329,110	310,857	179,086
Workmen's Compensation and Health Insurance Trust Funds	1,104,752	916,297	1,247,431
Trust and Agency Funds, excluding Student Activity Funds	35,170	35,170	35,170
Student Activity Funds	2,524,180	2,506,693	2,395,262
Total Demand Deposits/Cash on Hand	<u>10,381,865</u>	<u>11,909,678</u>	<u>8,558,283</u>

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

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING AUGUST 31, 2019

<u>INVESTMENT POOLS*</u>	<u>6/30/2019</u>	<u>7/31/2019</u>	<u>8/31/2019</u>
General Fund			
Texpool	76,653,526	63,560,906	63,441,195
Lone Star	2,733,788	2,739,294	2,744,328
Texas CLASS	16,187,652	16,220,862	16,252,320
Food Service Fund			
Texpool	2,327,795	2,332,515	2,336,817
Lone Star	94,419	94,609	94,783
Debt Service Fund			
Texpool	17,898,143	18,189,204	1,314,014
Lone Star	3,552,379	3,559,533	3,080,353
Texas CLASS	993,678	995,716	824
TexasTerm/Daily	1,982,003	1,986,007	1,848,492
TexSTAR	7,083,050	7,107,438	3,698,542
Capital Projects Fund			
Texpool	87,419,929	75,298,681	70,799,716
Lone Star	83,763,673	83,932,369	84,086,627
Texas CLASS	26,104,008	25,538,445	25,044,550
TexasTerm/Daily	53,775,331	50,130,133	43,263,419
TexSTAR	104,306,887	101,116,025	101,298,585
Workmen's Compensation and Health Insurance Trust Funds			
Texpool	362,988	188,952	1,995,907
Lone Star	651,991	603,210	554,272
Special Revenue Funds			
Texpool	55,557	55,670	55,773
Student Activity Funds			
Texpool	38,517	38,595	36,665
Total Investment in Pools	485,995,314	453,688,164	421,947,182
Summary of Interest Earned by Month			
Texpool	366,332	353,321	268,033
Lone Star	177,069	182,765	166,556
Texas CLASS	87,104	87,549	79,463
TexSTAR	217,373	221,340	191,851
Texas Term/Daily	119,103	109,750	91,665
Total Interest Earned from Investment Pools	966,981	954,725	797,568
Average Yield by Month			
Texpool	2.38	2.39	2.17
Lone Star	2.38	2.37	2.16
Texas CLASS	2.50	2.41	2.28
TexSTAR	2.38	2.39	2.13
Texas Term/Daily	2.41	2.38	2.21

* See supplemental report attached for balances at August 31, 2019 and details of transactions.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 DETAILS OF TRANSACTIONS FOR INVESTMENT POOLS

	<u>INVESTMENT POOLS</u>										
	<u>6/1/2019</u>	<u>DEPOSITS</u>	<u>WITHDRAWALS</u>	<u>6/30/2019</u>	<u>DEPOSITS</u>	<u>WITHDRAWALS</u>	<u>7/31/2019</u>	<u>DEPOSITS</u>	<u>WITHDRAWALS</u>	<u>8/31/2019</u>	
General Fund											
		83,977,370	992,662	(8,316,506)	76,653,526	956,095	(14,048,715)	63,560,906	23,025,784	(23,145,495)	63,441,195
		2,728,458	5,330	-	2,733,788	5,506	-	2,739,294	5,034	-	2,744,328
		16,154,360	33,292	-	16,187,652	33,210	-	16,220,862	31,458	-	16,252,320
Food Service Fund											
		2,323,248	4,547	-	2,327,795	4,720	-	2,332,515	4,302	-	2,336,817
		94,235	184	-	94,419	190	-	94,609	174	-	94,783
Debt Service Fund											
		17,602,732	295,411	-	17,898,143	291,061	-	18,189,204	2,904,839	(19,780,029)	1,314,014
		3,545,452	6,927	-	3,552,379	7,154	-	3,559,533	6,028	(485,208)	3,080,363
		991,634	2,044	-	993,678	2,038	-	995,716	821	(995,713)	824
		1,978,090	3,913	-	1,982,003	4,004	-	1,986,007	3,578	(141,093)	1,848,492
		7,079,209	13,841	-	7,093,050	14,388	-	7,107,438	9,291	(3,418,187)	3,698,542
Capital Projects Fund											
		87,249,168	170,761	-	87,419,929	171,717	(12,292,965)	75,298,681	134,513	(4,633,478)	70,799,716
		83,600,349	163,324	-	83,763,673	168,696	-	83,932,369	154,258	-	84,086,627
		26,256,722	51,769	(204,483)	26,104,008	52,301	(617,864)	25,538,445	47,184	(541,079)	25,044,550
		61,975,269	115,190	(8,315,128)	53,775,331	105,746	(3,750,944)	50,130,133	88,087	(6,954,801)	43,263,419
		104,103,354	203,533	-	104,306,887	206,952	(3,397,814)	101,116,025	182,560	-	101,298,585
Workmen's Compensation and Health Insurance Trust Funds											
		44,883	1,668,105	(1,350,000)	362,988	1,750,964	(1,925,000)	188,952	3,791,955	(1,985,000)	1,996,907
		750,687	1,304	(100,000)	651,991	1,219	(50,000)	603,210	1,062	(50,000)	554,272
Special Revenue Funds											
		55,448	109	-	55,557	113	-	55,670	103	-	55,773
Student Activity Funds											
		38,442	75	-	38,517	78	-	38,595	70	(2,000)	36,665
Total Investment in Pools		500,549,110	3,732,321	(18,286,117)	485,995,314	3,776,152	(36,083,302)	453,688,164	30,391,101	(62,132,083)	421,947,182

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 September 2019 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 SEPTEMBER 2019 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 September total \$39,071,631 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	19,585,591
614	Employee Benefits	959,149
621	Professional Services	443,879
622	Tuition and Transfer Payments	1,762
623	Education Services Center	89,430
624	Contracted Maintenance and Repair Services	1,070,125
625	Utilities	686,259
626	Rentals and Operating Leases	356,303
629	Miscellaneous Contracted Services	664,880
631	Supplies and Materials for Maintenance and Operations	280,398
632	Textbooks and Other Reading Materials	499,131
633	Testing Materials	66,004
634	Food Service	663,994
639	General Supplies and Materials	3,290,430
641	Travel and Subsistence -- Employee and Student	84,782
642	Insurance and Bonding Costs	179,970
649	Miscellaneous Operating Costs/Fees and Dues	152,610
662	Building Purchase, Construction, and/or Improvements	9,437,985
663	Furniture & Equipment - \$5,000 or more per unit cost	537,380
131	Inventory Purchases	20,873
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	696
	Total	39,071,631

PROGRAM DESCRIPTION:

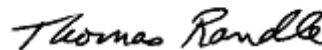
The report above represents all expenditures made during the month of September 2019. The detailed check information is available upon request.

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 SEPTEMBER 30, 2019**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	172,143,726.00	587,921.00	(171,555,805.00)	0.3%
5800-STATE PROGRAM REVENUES	142,094,922.00	26,284,930.00	(115,809,992.00)	18.5%
5900-FEDERAL PROGRAM REVENUES	4,425,000.00	140,376.00	(4,284,624.00)	3.2%
TOTAL- REVENUES	318,663,648.00	27,013,227.00	(291,650,421.00)	8.5%
EXPENDITURES				
6100-PAYROLL COSTS	269,555,341.00	21,663,850.00	247,891,491.00	8.0%
6200-PROFESSIONAL/CONTRACTED SVCS.	27,640,553.00	1,488,442.00	26,152,111.00	5.4%
6300-SUPPLIES AND MATERIALS	14,241,066.00	659,691.00	13,581,375.00	4.6%
6400-OTHER OPERATING EXPENDITURES	5,965,262.00	1,350,271.00	4,614,991.00	22.6%
6600-CAPITAL OUTLAY	1,261,426.00	8,660.00	1,252,766.00	0.7%
TOTAL-EXPENDITURES	318,663,648.00	25,170,914.00	293,492,734.00	7.9%

**Local Investment Pools
as of September 30, 2019**

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	2,336,816.93	0.00	0.00	4,155.34	2,340,972.27
General Account	62,974,054.36	29,784,899.00	28,068,937.50	102,080.25	64,792,096.11
Health Insurance	1,991,235.08	1,527,270.83	1,075,000.00	4,023.23	2,447,529.14
Workmen's Comp	4,672.68	41,666.67	0.00	39.12	46,378.47
Property Tax	362,126.77	277,158.73	0.00	907.46	640,192.96
Vending Contract Sponsor	301,141.20	0.00	0.00	535.51	301,676.71
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Capital Projects Series 2005	1,054,315.96	0.00	0.00	1,874.77	1,056,190.73
Student Activity Funds	36,663.23	0.00	0.00	65.16	36,728.39
Taylor Ray Donation Account	54.72	0.00	0.00	0.00	54.72
Capital Projects Series 2007	219,089.11	0.00	0.00	389.58	219,478.69
Common Threads Donation	55,772.64	0.00	0.00	99.16	55,871.80
Debt Service 2012A	666.77	0.00	0.00	1.23	668.00
Debt Service 2012B	28.25	0.00	0.00	0.00	28.25
Debt Service 2014A	610.76	0.00	0.00	1.12	611.88
Debt Service 2014B	402.83	0.00	0.00	0.63	403.46
Debt Service 2013	15.99	0.00	0.00	0.00	15.99
Debt Service 2013A	141,569.12	0.00	0.00	251.74	141,820.86
Debt Service 2015	100.23	0.00	0.00	0.30	100.53
Debt Service 2016A	868.52	0.00	0.00	1.54	870.06
Debt Service 2016B	231.27	0.00	0.00	0.32	231.59
Debt Service 2017	714.74	0.00	0.00	1.23	715.97
Capital Projects 2017	1.00	0.00	0.00	0.00	1.00
Debt Service 2018	972,621.65	1,986,857.99	0.00	4,672.21	2,964,151.85
Capital Projects 2018	69,526,311.49	0.00	10,438,093.97	113,018.14	59,201,235.66
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,259.09	0.00	0.00	9.06	5,268.15
Workers' Comp	554,271.70	0.00	50,000.00	900.78	505,172.48
Property Tax Fund	33,685.24	0.00	0.00	58.03	33,743.27
General Fund	2,710,643.25	0.00	0.00	4,669.74	2,715,312.99
Food Service Fund	94,783.33	0.00	0.00	163.29	94,946.62
Debt Service Series 1996	321.30	0.00	0.00	0.55	321.85
Capital Project Series 1998	733.89	0.00	0.00	1.26	735.15
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	402.31	0.00	0.00	0.69	403.00
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	0.06	0.00	0.00	0.00	0.06
Capital Projects 2014B	17.84	0.00	0.00	0.03	17.87
Capital Projects 2015	963.48	0.00	0.00	1.66	965.14
Debt Service Series 2015	378.27	0.00	0.00	0.61	378.88
Capital Projects 2017	7,252,094.70	0.00	0.00	12,493.49	7,264,588.19
Capital Projects 2018	76,827,153.87	0.00	1,513,142.01	130,192.68	75,444,204.54
Debt Service Series 2018	3,079,651.59	1,513,142.01	0.00	7,466.18	4,600,259.78
MBIA Texas CLASS Fund					
General Account	16,252,319.35	0.00	0.00	29,477.19	16,281,796.54
Capital Project Series 1998	958.12	0.00	0.00	1.77	959.89
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	3,161,029.72	0.00	177,322.07	5,584.70	2,989,292.35
Debt Service 2015	821.82	0.00	0.00	1.50	823.32
Capital Projects 2017	21,882,561.90	0.00	2,898,800.16	37,157.88	19,020,919.62
TEXSTAR					
Capital Projects Series 2007	778.40	0.00	0.00	1.34	779.74
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	1,014,572.13	0.00	0.00	1,756.39	1,016,328.52
Debt Service Series 2012A	0.03	0.00	0.00	0.00	0.03
Debt Service Series 2012B	0.17	0.00	0.00	0.00	0.17
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	2.67	0.00	0.00	0.00	2.67
Capital Projects 2014A	4,809.80	0.00	0.00	8.34	4,818.14
Capital Projects 2014B	2.65	0.00	0.00	0.00	2.65
Debt Service 2015	2,631.13	0.00	0.00	4.25	2,635.38
Capital Projects 2015	1.40	0.00	0.00	0.00	1.40
Capital Projects 2017	13,853,264.31	0.00	0.00	23,982.02	13,877,246.33
Capital Projects 2018	86,425,143.07	0.00	0.00	149,614.57	86,574,757.64
Debt Service 2018	3,695,893.42	0.00	0.00	6,398.15	3,702,291.57
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,054,343.35	0.00	0.00	1,865.56	1,056,208.91
Capital Projects Series 2008	147.66	0.00	0.00	0.26	147.92
Capital Projects Series 2012A	0.21	0.00	0.00	0.00	0.21
Capital Projects Series 2014A	372,920.09	0.00	255,300.98	431.31	118,050.42
Capital Projects Series 2014B	1,130,433.68	0.00	7,323.58	1,994.93	1,125,105.03
Debt Service 2015	113.63	0.00	0.00	0.19	113.82
Capital Projects 2015	6,662,101.09	0.00	164,953.21	11,627.44	6,508,775.32
Capital Projects 2017	249,223.88	0.00	0.00	440.51	249,664.39
Capital Projects 2018	33,794,250.76	0.00	943,139.73	58,408.88	32,909,519.91
Debt Service 2018	1,848,378.43	0.00	0.00	3,270.54	1,851,648.97

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	2.16	\$232,118.04
LONE STAR ACCOUNT INTEREST	2.10	\$155,958.05
MBIA TEXAS CLASS ACCOUNT INTEREST	2.20	\$72,223.04
TEXSTAR ACCOUNT INTEREST	2.11	\$181,765.06
TEXAS TERM/DAILY ACCOUNT INTEREST	2.15	\$78,039.62
TOTAL CURRENT MONTH EARNINGS		\$720,103.81
EARNINGS 9-01-19 THRU 9-30-19		\$720,103.81
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$720,103.81

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 project to another. These budget changes are usually the result of unexpected levels of expenditures in certain categories and amendments are for legal compliance. Other budget amendments are determined by the School Board.

Since the operating budget for Lamar CISD is adopted at the functional level, budget revisions are required for reallocations between functional levels or when new budgets are being established. All necessary budget amendments must be formally adopted by the School Board and recorded in the Board minutes. (TEA Financial Accountability System Resource Guide, Financial Accounting & Reporting, Update 16.0)

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Foster High School is requesting a budget change to pay for the Speech/Debate teachers to attend the TSCA convention.

199-36	Co-curricular/Extracurricular Activities	(800.00)
199-13	Curriculum and Instr. Staff Development	800.00

The Digital Learning Department is requesting a budget change to move funds to purchase reading materials for campus libraries. Funds were originally budgeted in function 53.

199-53	Data Processing Services	(139,600.00)
199-12	Instr. Resources and Media Services	139,600.00

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

199-00	Revenues	(927.86)
199-34	Student Transportation	927.86

The Business Office is requesting five budget changes:

The first budget amendment is to establish the American Red Cross swimming budget. This program is self-sustaining.

199-00	Revenue	25,000.00
199-61	Community Services	25,000.00

The second budget change is to amend the 2019-20 budget for startup funds. During the 2018-19 fiscal year, campuses received additional allocations for supplies to “startup” new classrooms due to enrollment growth. These funds were not spent by the end of fiscal year so they are being carried forward to 2019-20.

199-11	Classroom Instruction	149,007.00
199-23	School Leadership	3,006.00
199-31	Guidance and Counseling	4,419.00

The third budget change is to amend the 2019-20 budget for portable building expenditures. During the 2018-19 fiscal year, the Board amended the budget for construction, supplies and materials for portable buildings needed for enrollment growth. These funds were not spent by the end of the fiscal year so they are being carried forward to 2019-20.

199-11	Classroom Instruction	203,215.00
199-51	Plant Maintenance & Operations	17,050.00

199-52	Security & Monitoring Services	20,042.00
199-53	Data Processing Services	20,000.00
199-81	Facilities Acquisition & Construction	9,722.00

The fourth budget change is to amend the 2019-20 budget for funds donated to the District by outside parties that were not expended in the 2018-19 year. These funds need to be carried forward so that they can be used for their intended purposes.

199-11	Classroom Instruction	171,581.25
199-12	Instr. Resources and Media Services	11,077.49
199-13	Curriculum and Instr. Staff Development	27,076.55
199-21	Instructional Leadership	331.63
199-23	School Leadership	3,791.61
199-31	Guidance and Counseling	982.45
199-33	Health Services	779.65
199-36	Co-curricular/Extra-curricular Activities	214,018.94
199-41	General Administration	3,690.02
199-51	Plant Maintenance & Operations	395.00
199-61	Community Services	156,332.76
199-81	Facilities Acquisition & Construction	23,695.53

The fifth budget change is to amend the 2019-20 budget for outstanding 2018-19 purchase orders and transactions. These purchase orders were encumbered in the 2018-19 year but goods/services were not received before September 2019.

199-11	Classroom Instruction	474,576.75
199-12	Instr. Resources and Media Services	3,109.19
199-13	Instructional Staff Development	22,084.21
199-21	Instructional Leadership	2,945.39
199-23	School Leadership	17,669.46
199-31	Guidance and Counseling	2,911.99
199-33	Health Services	20,483.04
199-34	Student Transportation	142,771.17
199-35	Food Services	13,951.92
199-36	Cocurricular/Extracurricular Activities	54,038.56
199-41	General Administration	119,813.19
199-51	Plant Maintenance & Operations	720,556.62
199-52	Security & Monitoring Services	26,871.00
199-53	Data Processing Services	221,003.65
199-61	Community Services	1,325.00
199-81	Facilities Acquisition & Construction	317,653.59
240-35	Food Services	9,808.00

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

RECOMMEDATION:

That the Board of Trustees approve the nomination of _____ for Position 4B on the Texas Association of School Boards (TASB) Board of Directors.

IMPACT/RATIONALE:

In December 2019, Region 4 Position B, on the TASB Board will become vacant. This vacancy may be filled by TASB Board until the next Delegate Assembly in 2020.

PROGRAM DESCRIPTION:

The TASB Board of Directors is charged with carrying out the policies established by the Delegate Assembly of the Association. The individual Director is expected to attend five meetings of the Board each year with one of the meetings being at the same time as the annual state convention in the fall. In addition, the Director will be asked to serve on a standing committee that will meet on an as-needed basis, normally in conjunction with a Board meeting.

Recommended for approval:



Dr. Thomas Randle
Superintendent

September 30, 2019

Dear Board Presidents, Superintendents, and Superintendent Secretaries for Region 4,

I'm writing to notify you that your region (TASB Region 4) has a vacancy on the TASB Board of Directors. Your local board is invited to submit a nominee to fill this interim position. This vacancy will be filled by the TASB Board in December and serve until the next Delegate Assembly in 2020.

A TASB Director represents his or her region on the Board, guiding the organization in fulfilling its mission to provide advocacy, visionary leadership, and high-quality services to you, our members.

If your local school board would like to nominate a candidate to fill this interim position, please follow the attached instructions, and complete and return the attached forms.

The completed materials must be received in the TASB Headquarters no later than Tuesday, November 12, 2019. Nominations that do not meet the deadline cannot be accepted. If you have questions or need further information, please contact Lysa Hoelscher at 800.580.8272, ext. 2976.

We appreciate your participation in TASB's governance process and your ongoing commitment to Texas public schools!

Sincerely,



James de Garavilla
Immediate Past President
Chair, TASB Nominations Committee

INSTRUCTIONS FOR TASB BOARD NOMINATIONS

About the TASB Board of Directors

The TASB Board of Directors is charged with carrying out the policies established by the Delegate Assembly. The individual Director is expected to attend four Board meetings of the Board with one of the meetings being at the same time as the annual TASA/TASB Convention. In addition, the Director will be asked to serve on a standing committee that will meet as needed in conjunction with Board meetings. The Director should be a capable, experienced school board member who can assist in providing the Association with outstanding leadership.

How to Nominate a Candidate to the TASB Board

To nominate an individual from your local school board, please complete the following attached forms:

- A. Active member's nomination and candidate's willingness to serve
- B. Nominated individual's biographical information
- C. Candidate questionnaire

The completed materials must be received in the TASB Austin office no later than Tuesday, November 12, 2019. Nominations that do not meet the deadline cannot be accepted.

TASB will e-mail the nominated individual and the superintendent a confirmation that the forms have been received.

If an acknowledgment is not received, contact Lysa Hoelscher at 800.580.8272, ext. 2976, or lysa.hoelscher@tasb.org.

The Next Steps

The Nominations Committee will interview candidates December 6, 2019, at the TASB Headquarters in Austin. **Immediately after the nominations period closes, nominees will be notified of their interview times.** While an individual will be seated in this interim position on the Board, this position will be subject to the nomination and Delegate Assembly election process beginning next spring.

Expenses incurred, including lodging and transportation, for the interview will be the responsibility of the nominee or their school district.

If you have questions or need further information, please contact Lysa Hoelscher at 800.580.8272, ext. 2976, or lysa.hoelscher@tasb.org.

We appreciate your participation in this nomination process.



TASB NOMINATION FORM

This is to serve as the nomination of a member of our local board to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: _____

SCHOOL DISTRICT: _____

CANDIDATE MAILING ADDRESS: _____

CITY: _____ ZIP: _____

Our school district's board of trustees understands:

1. *Expenses incurred for the candidate to attend the Nominations Committee interview will be the responsibility of the candidate's local school district.*
2. *The local board's nomination of one of its trustees shall be considered the district's endorsement for that Director position.*
3. *A TASB Director's attendance at regular TASB Board meetings is important.*
4. *Lodging and transportation expenses incurred by TASB Directors attending regular spring, summer and December Board meetings are reimbursed by the Association and transportation expenses and three nights' lodging incurred attending the Convention Board meeting are reimbursed by the Association.*

This nomination was approved by our board of trustees at a duly called meeting on _____ (Date).

Signature of board president or officer *(If candidate is the board president or officer, must be signed by another officer)*

PRINTED NAME: _____

TITLE: _____

WILLINGNESS TO SERVE (To Be Completed By the Candidate)

I, _____, confirm my willingness to serve, if elected, as a member of the TASB Board of Directors for Region _____, Position _____.

Signature of candidate

This form is to be used to nominate a member of your Local Board as a candidate to fill a position on the TASB Board of Directors.

Must be received in the TASB Austin Headquarters on or before November 12, 2019.

RETURN TO: TASB, Inc.
Attn: Board and Management Services
P.O. Box 400
Austin, Texas 78767-0400
E-mail: lysa.hoelscher@tasb.org
FAX: 512.467.3554



TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

TODAY'S DATE: _____

NAME: _____

ADDRESS: _____

CITY: _____ ZIP: _____

BUSINESS PHONE: _____ RESIDENCE PHONE: _____

CELL PHONE: _____ FAX NUMBER (if applicable): _____

We communicate with our Board members primarily via e-mail and the Internet. Please list your preferred active email address.

E-MAIL: _____

SCHOOL DISTRICT: _____

LOCAL TERM EXPIRES: _____ YEARS ON BOARD: _____
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

Yes ___ No ___

BOARD POSITIONS HELD/DATES: _____

OCCUPATION: _____

CURRENT EMPLOYER: _____ Dates: _____

EDUCATION-HIGH SCHOOL: _____ COLLEGE: _____

OTHER EDUCATION: _____ DEGREES: _____

HOBBIES/SPECIAL INTERESTS: _____

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (Offices held and dates): _____

ADDITIONAL COMMENTS (Use reverse side if additional space is required.): _____

Please attach a short bio and include a current picture in jpeg format.

Additional Comments: (Use reverse side if additional space is required.)



TASB BOARD CANDIDATE QUESTIONNAIRE

NAME: _____

SCHOOL DISTRICT: _____

POSITION: _____

I affirm that my board has approved my candidacy, and the Nominations Form has been submitted to TASB (or is included in this mailing) as evidence.

1. What motivates you to serve on the TASB Board?

2. What contributions can you make?

3. Service as a TASB Director is a very rewarding experience, but it is a time-consuming endeavor. Please address your commitment to serve as a Director.

4. Please provide evidence of your leadership abilities.

5. If selected, what are some unique characteristics or perspectives you bring to the Board?

6. Describe the characteristics of a good board member. What are at least three or four behaviors of a good board member?

7. Use of technology is required of a TASB Director to communicate and to use and view Board materials. Please explain the skills and knowledge you possess in using technology.

8. Describe a critical or serious challenge that you have faced on your local school board and tell us how you helped to solve it.

9. Excluding public school finance, what do you think are top issues facing public education today?

Elaborate on why you think they are critical issues.

10. Additional information: What else would you like for us to know about you?

(Signature of candidate)

(Date)

This form is to be used by a candidate interested in filling a position on the TASB Board of Directors.

**Must be received in the TASB Austin Headquarters on or before
NOVEMBER 12, 2019.**

RETURN TO: TASB, Inc.
Attn: Board and Management Services
P.O. Box 400
Austin, Texas 78767-0400
E-mail: lysa.hoelscher@tasb.org
FAX: 512.467.3554

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
PARENT INVOLVEMENT WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming November 11 – 15, 2019 as “Parent Involvement Week” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Parent involvement is a key component in our District and campus action plans. According to research in the area of family-school partnerships, parent involvement in education positively impacts student achievement.

Knowing that parent involvement is a key to improving student achievement, proclaiming November 11 – 15, 2019 as Parent Involvement Week will provide the community with a clear statement that parent involvement is valued and very important in Lamar CISD. Special events for parents are encouraged at our campuses during the month of November.

PROGRAM DESCRIPTION:

Celebrating parental involvement in schools began with the Greater Houston Partnership’s Business Promise Council in 1994 and has since become a Texas-wide initiative. In addition to campus celebrations, each campus is being encouraged to distribute a Parental Involvement Pledge and Parent Involvement Policy that outlines the commitment and shared responsibility between educators and parents to ensure a quality education for all children.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
Diane Parks, Assistant Superintendent of Elementary Education
Dr. Andree Osagie, Assistant Superintendent of Secondary Education

Recommended for Approval:



Dr. Thomas Randle
Superintendent

Resolution

Whereas, parent and family involvement in the lives of children is critical to their success; and

Whereas, extensive research has shown parental involvement in education increases the likelihood of student success and is critical to students' achieving high levels of academic achievement and performance; and

Whereas, the objectives of Parent Involvement Week are to promote a greater knowledge of the efforts being made in the District to encourage parental involvement in education, to provide a greater awareness of the parent/family involvement activities and resources that are available to parents and families of school-aged children, and to promote a greater understanding of the responsibilities shared by parents, schools and the community to ensure high student achievement; and

Whereas, Parent Involvement Week will bring greater awareness of the importance of parent and family involvement in the schools;

Therefore, the Board of Trustees of the Lamar Consolidated Independent School District declares the week of November 11 – 15, 2019 to be “Parent Involvement Week” in Lamar Consolidated Independent School District.

Adopted this 17th day of October 2019 by the Board of Trustees.

Kay Danziger, President

Mandy Bronsell, Secretary

**CONSIDER APPROVAL OF CENTERPOINT ENERGY TERMS AND
CONDITIONS AND FACILITIES EXTENSION AGREEMENT
FOR DR. THOMAS E. RANDLE HIGH SCHOOL
AND HARRY WRIGHT JUNIOR HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the CenterPoint Energy terms and conditions and facilities extension agreement package for the installation of underground electric service at Dr. Thomas E. Randle High School and Harry Wright Junior High School in the amount of \$80,500 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The facilities extension agreement and the terms and conditions are required to be executed for CenterPoint Energy to provide electric service to Dr. Thomas E. Randle High School and Harry Wright Junior High School.


These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, the Board President will execute the agreement documents and CenterPoint Energy will begin design and installation of the permanent electrical service for Dr. Thomas E. Randle High School and Harry Wright Junior High School.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

6.3 AGREEMENTS AND FORMS

6.3.1 FACILITIES EXTENSION AGREEMENT

This Facilities Extension Agreement is entered into by and between Lamar Consolidated Independent School District, herein called "Retail Customer" and CenterPoint Energy Houston Electric, LLC, herein called "Company" (hereinafter referred to as Agreement) for the construction, extension, installation, modification, repair, upgrade, conversion, relocation, de-energization or removal of Company's Delivery System, including temporary facilities (hereinafter referred to as facilities extension or extension), as described herein.

This Agreement covers the facilities extension to Retail Customer location at 7500 & 7600 Koeblen Road, Rosenberg, Texas 77469.

The Company agrees to accept payment of \$80,500.00 Dollars to be paid by the Retail Customer, as a Non-Refundable Construction Payment in connection with the Retail Customer request to extend Company facilities to the above described location as follows: For requested underground service in accordance with the Company's Terms and Conditions package Job #90159938. The estimate is based on the Company utilizing it's standard installation equipment. The cost does not include overtime premiums. This agreement includes no cost for the extension, modification or removal of the existing overhead facilities. Please contact the Company's respective Service Center representative for any additional costs that may be associated with this project.

- Unless otherwise stated by Company in writing, the Non-Refundable Construction Payment amount above is valid for twelve months.

In consideration of said Non-Refundable Payment, to be paid to Company by Retail Customer prior to commencement of construction, Company agrees to install and operate lines and equipment necessary to distribute electric service to the identified location under the following General Conditions:

- Company shall at all times have title to and complete ownership and control over facilities installed by Company.
- Retail Customer must make satisfactory payment arrangements (if payment is required to extend Company facilities) and sign and return this Agreement before Company can proceed with the requested extension.

CenterPoint Energy Houston Electric, LLC
Applicable: Entire Service Area

- Extension of service facilities is contingent on acquisition of all necessary easements and rights of way.

Nothing herein contained within this Agreement shall be construed as a waiver or relinquishment by Company of any right that it has or may hereafter have to discontinue service for or on account of default in the payment of any bill owing or to become owing thereafter for any other reason or cause stated in Company's Tariff.

This Agreement shall not be binding upon Company unless and until it is signed by an authorized representative of the Company.

CenterPoint Energy Houston Electric, LLC

Lamar Consolidated Independent School District

Retail Customer

By 

By _____
Signature

Frank De Leon
Name printed or typed

Name printed or typed

Title Senior Engineering Specialist

Title _____

Date September 20, 2019

Date _____

ADDENDUM TO “TERMS AND CONDITIONS TO UNDERGROUND ELECTRIC SERVICE”

This Addendum is dated as of the Effective Date (as defined below) and is between CENTERPOINT HOUSTON ELECTRIC, LLC (the “Company”) and Lamar Consolidated Independent School District (“Customer”). The Company and Customer are referred to in this Addendum individually as a “Party” and collectively as the “Parties.”

Customer is the owner and operator of Lamar Consolidated ISD Junior HS #6 & High School #6, 7500 & 7600 Koeblen Road, Rosenberg, Texas 77469 (“Property”). (“Facilities”) shall mean any facilities, equipment, cable, or other material referred to in the Agreement installed and owned by the customer or his contractor at **7500 & 7600 Koeblen Road, Rosenberg, Texas 77469** .

Contemporaneously with the execution of this Addendum, Customer and the Company are entering into THE TERMS AND CONDITIONS TO UNDERGROUND ELECTRIC SERVICE (the “Agreement”) under which underground electric service will be provided to the Facility. “Effective Date” means the date that the Agreement is signed, as indicated by the date next to the customer signature on the cover sheet of the Agreement.

Because of certain laws and regulations applicable to Customer, the Parties desire to set forth their understanding regarding those laws and regulations and the related allocation of certain risks and liabilities between them.

The Parties therefore agree as follows:

1. Applicability. This Addendum is being executed in connection with and will be deemed to be a part of the Agreement. No provision of the Agreement stating that the Agreement contains the entire understanding of the Parties with respect to its subject matter or other provision in the Agreement of the type typically referred to as a “merger clause” will apply to this Addendum. To the extent that the terms and provisions of this Addendum conflict with the terms and provisions of the Agreement, the terms and provisions of this Addendum control. Notwithstanding the execution of this Addendum, the Agreement remains in full force and effect, except as otherwise provided in this Addendum.

2. Customer as Governmental Entity. Customer represents and warrants that it is a governmental entity, and that as a governmental entity it is subject to constitutional and statutory limitations on its ability to be bound by certain terms and conditions of the Agreement, which may include terms and conditions relating to: liens on government property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers, and limitations on legal rights, remedies, requirements, commitment of future funding, and processes; limitations of time in which to bring legal action; control of litigation or dispute resolution; indemnities; and confidentiality of information, and to the extent that any provisions of the Agreement, including this Addendum, would violate any such restrictions, the Customer will not be bound by such provisions. Any terms or provisions of this Addendum that are less restrictive than those in the Agreement with respect to Customer’s obligations will be null and void and will have no force or effect if the representation and warranty that Customer is

a governmental entity is not true or to the extent that the more restrictive term in the Agreement would be enforceable against Customer under Applicable Laws (as defined below). Terms and conditions in the Agreement relating to limitations of the type described in this section will only be binding on Customer to the extent they are valid and enforceable under all applicable laws, including all state and federal laws, rules and regulations, the constitutions of the United States and the State of Texas and the laws of the United States and the State of Texas ("Applicable Laws").

3. Maintenance. Except to the extent expressly set forth in a written agreement between the Parties, the Company will not be required to maintain equipment, cable, or other material that is owned by Customer. Customer acknowledges that it is Customer's sole responsibility to follow the proper administrative or internal procedures to cause its Facilities and any related equipment to be properly maintained. Customer also acknowledges that Company reserves the right, in accordance with Company Tariff, to discontinue service if Customer has failed, or the Company has determined, in its sole discretion, that Customer has failed, to maintain the Property and facilities or any related equipment, cable or other material in a manner that causes or could cause a safety hazard to person or property.

4. Installation. Customer understands that all facilities, equipment, cable and other material referred to in the Agreement must comply with all specifications set forth in said Agreement and the Permanent Easement and/or Right to Pull before the Company installs any equipment or provides electrical service. During the installation of any equipment to be installed by the Company under the Agreement, the Company will use every effort to preserve Customer's landscaping, parking areas, or other facilities. However, any cost that has been quoted to Customer does not include any special replacements or repairs to these items. The Company shall not be responsible for any expenses associated with replacements or repairs to Customer's property, and Customer hereby waives any claims for such expenses that it has or may have against the Company.

5. INDEMNIFICATION. This indemnity is pursuant to Company's Tariff located on our website at www.centerpointenergy.com. CUSTOMER ASSUMES THE RISK OF AND SHALL INDEMNIFY COMPANY AGAINST DAMAGES FOR INJURIES OR DEATH TO PERSONS OR LOSS TO CUSTOMER'S PROPERTY, OR TO THE PROPERTY OF COMPANY, WHEN OCCASIONED BY ACTIVITIES OF CUSTOMER OR THIRD PARTIES ON CUSTOMER'S PREMISES, RESULTING FROM THE INSTALLATION, EXISTENCE, REPLACEMENT, OR REPAIR OF COMPANY'S UNDERGROUND FACILITIES, AND AS FURTHER PROVIDED IN THE TERMS OF "LIMITS ON LIABILITY," SECTION 5.2 OF COMPANY'S TARIFF. NOTWITHSTANDING ANY OF THE ABOVE, THE PROVISIONS REQUIRING A CUSTOMER TO INDEMNIFY, FULLY PROTECT, OR SAVE COMPANY HARMLESS APPLY TO A GOVERNMENTAL ENTITY AS THIS TERM IS DEFINED IN CHAPTER 2251 OF THE TEXAS GOVERNMENT CODE, TO THE EXTENT OTHERWISE CONSISTENT WITH LAW; PROVIDED, HOWEVER, THAT ANY GOVERNMENTAL ENTITY THAT IS RECEIVING SERVICES UNDER THE AGREEMENT MUST TAKE NECESSARY STEPS TO ENSURE THAT THE INDEMNIFICATION REQUIREMENTS OF THIS SECTION DO NOT CREATE A "DEBT" IN VIOLATION OF ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION. SUCH STEPS MAY INCLUDE, BUT ARE NOT

NECESSARILY LIMITED TO, A THIRD-PARTY INDEMNIFICATION IN WHICH THE CONTRACTOR PERFORMING THE WORK FOR THE GOVERNMENTAL ENTITY INDEMNIFIES THE COMPANY OR THE ESTABLISHMENT OF A SINKING FUND. *SEE BROWN V. JEFFERSON COUNTY, 406 S.W.2D 185 (TEX. 1966).*

6. Further Assurances. If at any time after the date of this Addendum any further action is necessary or appropriate to carry out the purposes of this Addendum, Customer shall use all commercially reasonable efforts to take, or cause to be taken, that action.

7. Assignment. Customer shall not assign any part of its rights or delegate any performance under this Addendum, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, without the Company's prior written consent. Any purported assignment of rights or delegation of performance in violation of this Section 7 is void and of no effect.

8. Modification; Waiver. No amendment of this Addendum will be effective unless it is in writing and signed by the Parties. No waiver of satisfaction of a condition or nonperformance of an obligation under this Addendum will be effective unless it is in writing and signed by the Party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation. To be valid, any document signed by a Party in accordance with this Section 8 must be signed by an officer or other representative of that Party authorized to do so.

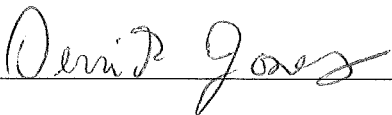
In addition, nothing in this Addendum or the Agreement shall be construed as a waiver or relinquishment by the Company of any right that it has or may have hereafter to discontinue service for or on account of default in the performance of Customer's obligations under this Addendum or the Agreement, including payment of any bill owing or to become owing thereafter, or for any other reason or cause stated in the Company's Tariff.

[The remainder of this page has been intentionally left blank.]

The Parties are signing this Addendum as of the Effective Date.

COMPANY:

CENTERPOINT ENERGY HOUSTON
ELECTRIC, LLC

By: 

Name: Derrick K. Jones, P. E.

Title: Manager Padmount South

CUSTOMER:

**LAMAR CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT**

By signing this Addendum, the person purporting to sign this Addendum on behalf of Customer is representing and warranting to the Company that the person has the legal authority to bind Customer and has been duly authorized by Customer to sign and deliver this Addendum to the Company.

By: _____

Name: _____

Title: _____

September 20, 2019
Job # 90159938
Page 1 of 2**Re: LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Lamar Consolidated ISD Junior HS #6 & High School #6
7500 & 7600 Koeblen Road, Rosenberg, Texas 77469**

Please find attached the Terms and Conditions (T&C) package as prepared by CenterPoint Energy's (CNP) Major Underground Projects (MUG), applicable for providing the requested underground service. MUG will serve the load of 4000 kVA as follows:

- Point of Service #1, with a requested load of 800 kVA, will be served with a 1000 kVA, 34.5 kV - 480Y/277 V, three phase, four wire, pad mounted transformer
- Point of Service #2A, with a requested load of 1350 kVA, will be served with a 1500 kVA, 34.5 kV - 480Y/277 V, three phase, four wire, pad mounted transformer
- Point of Service #2B, with a requested load of 1850 kVA, will be served with a 2000 kVA, 34.5 kV - 480Y/277 V, three phase, four wire, pad mounted transformer

After applying a credit for standard service, the cost for the facilities required to provide the requested underground service is as follows:

REQUESTED UNDERGROUND SERVICE	\$	80,500
(Ducts, manholes and pads by the Customer)		

The above cost is based on using CNP's standard installation equipment and includes no overtime premiums. The standard underground service credit is based on installing (1) 1000 and (1) 1500 and (1) 2000 kVA, pad mounted transformers and associated underground facilities located within a hundred (100') feet of the terminal pole.

MUG has not included the costs associated with the installation, removal or modification of any overhead facilities. Gabriel I Gonzalez, Service Consultant at Ft. Bend Service Center is responsible for providing all overhead costs and construction.

The above cost and attached T&C package are effective for 365 days from the date of this letter, provided the field conditions existing as of this date and location of the facilities shown on the attached sketches remain the same. After that time, the T&C package and cost must be reviewed by MUG before a final commitment is made to the Customer.

Please review the attached T&C package and Facilities Extension Agreement (FEA). Sign the cover sheet of the T&C package and the second page of the FEA. Return these original documents, as well as any required remittance to my office. Note that the information contained in the package is applicable for the life of the service.



CenterPoint Energy
3000A Harrisburg Blvd
Houston, Texas 77003-2332
CenterPointEnergy.com

September 20, 2019
Job # 90159938
Page 2 of 2

**Re: LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Lamar Consolidated ISD Junior HS #6 & High School #6
7500 & 7600 Koeblen Road, Rosenberg, Texas 77469**

The Customer's requested location for CNP's equipment is within a proposed service yard. The service walls adjacent to the transformer pad must be louvered to permit 50 percent air flow. Prior to construction, the Customer shall submit drawings of the proposed louvering to the MUG Representative for approval.

Since multiple service transformers are required, the Customer shall install a permanent plaque or directory at each transformer and service location in accordance with Article 230.2 of the National Electrical Code (NEC). These plaques are to signify that there is more than one electrical service to the building. The Customer shall keep the power from each pad mounted transformer separate throughout the entire electrical system.

Before beginning the required underground construction, please arrange for a pre-construction meeting with MUG and your contractors.

If any additional information is required, contact me at 713-207-4941.

Thank you.

Frank De Leon
frank.deleon@centerpointenergy.com

**TERMS AND CONDITIONS
UNDERGROUND ELECTRIC SERVICE**

FOR

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
Lamar Consolidated ISD Junior HS #6 & High School #6
7500 & 7600 Koeblen Road, Rosenberg, Texas 77469**

Job #90159938

**CenterPoint Energy
Major Underground Projects
P. O. Box 1700; Houston, Texas 77251-1700**

REFERENCE LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT DRAWINGS:

Site Plan	Drawing #:	<u>E-100</u>	Received:	<u>April 30, 2019</u>
Utility Plan	Drawing #:	<u>CAD drawing</u>	Received:	<u>June 5, 2019</u>
Electrical One-Line	Drawing #:	<u>E-501 (18192 & 18193)</u>	Received:	<u>April 30, 2019</u>
Load Analysis	Drawing #:	<u>Service Request Letter</u>	Received:	<u>April 23, 2019</u>

REFERENCE CENTERPOINT ENERGY SPECIFICATIONS:

Service Standards	:	September 7, 2018
Emergency Generators	:	007-231-82
Ready-Mix Concrete	:	007-221-01
Harmonic Distortion	:	007-231-83

Reviewed And Agreed To By: _____

Signature	Title	Date

Print Name		

If this Terms and Conditions package is signed by anyone other than an official from **Lamar Consolidated Independent School District**, it will not be considered valid. A valid signature will be considered an acceptance of all information contained within this Terms and Conditions package.

CenterPoint Energy Houston, Texas		
WRITTEN	FD	9/20/2019
CHECKED	DKJ	9/20/2019
APPROVED	DKJ	9/20/2019
SHEET 1 OF 30 SHEETS		
PM 4721		

NO.	DATE	ITEMS REVISED	BY	CH	APP

GENERAL

- A. These Terms and Conditions are for a service arrangement for Lamar Consolidated Independent School District. Lamar Consolidated Independent School District and/or its contractors/representatives are herein referred to as the Customer.
- B. Service to be provided by CenterPoint Energy (CNP) as follows:
 - Point of Service #1 will be served with a 1000 kVA, 34.5 kV - 480Y/277 V, three phase, four wire, pad mounted transformer
 - Point of Service #2A will be served with a 1500 kVA, 34.5 kV - 480Y/277 V, three phase, four wire, pad mounted transformer
 - Point of Service #2B will be served with a 2000 kVA, 34.5 kV - 480Y/277 V, three phase, four wire, pad mounted transformer
- C. The CNP Major Underground Projects (MUG) representative is Frank De Leon at 713-207-4941 or frank.deleon@centerpointenergy.com.

The CNP Service Area Consultant is Gabriel I Gonzalez at 281-341-4908.
- D. The Customer must comply with all CNP Service Standards, the National Electrical Code, the National Electrical Safety Code, all Occupational Safety and Health Administration (OSHA) requirements, the International Building Code and all local governing body codes.
- E. During installation of CNP equipment, CNP will make every effort to preserve the Customer's landscaping, parking areas, or other facilities. However, any cost that has been quoted to the Customer does not include any special replacements or repairs to these items. The Customer shall be solely responsible for any expenses associated with replacements or repairs to its facilities.
- F. The service arrangement outlined in these Terms and Conditions is based on the Customer drawings referenced on page 1. Any changes in the design as illustrated in the referenced drawings may impact CNP's ability to meet the Customer's requested service date.
- G. Any changes, additions, deletions, rearrangements, relocations, rerouting, reduction of clearances, etc., of the Customer's and/or CNP's service facilities illustrated in these Terms and Conditions shall have MUG's approval and may require a revised Terms and Conditions. It is the Customer's responsibility to coordinate the location of all Customer installed facilities outlined in these Terms and Conditions with all other structures and/or appurtenances not shown in the referenced drawings.
- H. Contact the MUG representative concerning Customer drawing revisions, information submission, questions, Terms and Conditions revision requests, etc.
- I. Hard copy submittals may be mailed to the MUG representative (address – 3000A Harrisburg Blvd. – Houston, Texas 77003). Electronic submittals may be e-mailed to the MUG representative. The MUG representative will; “approve the submittals”, “approve the submittals as noted” or “not approve the submittals”. The Customer shall not install any item that requires CNP approval before receiving an official approval from MUG. CNP shall not be responsible for any installed item that has not received MUG approval.

SERVICE CONNECTION**(For 1000kVA, 34.5kV - 480Y/277)**

- A. The Customer's maximum number of secondary cables that can be terminated in CNP's pad mount transformer is 8-750 MCM cables per phase. The Customer shall advise the MUG representative, about the type, size and number of secondary conductors. Ampacity equivalent sets of cable must be individually approved by the MUG representative prior to installation by the Customer. If the Customer's cable requirements exceed this specified maximum limit, it cannot be served directly from the pad mounted transformer. The Customer shall then install, own, and maintain a cable tap box (CTB) (See Section D).
- B. On installations not utilizing a CTB, the Customer shall furnish, own, and maintain all secondary service conduit and cable underground into the secondary opening of the transformer pad. Secondary conductors shall be extended a minimum of seven feet (7') above the transformer pad. **The Customer shall not install the secondary cables until after the transformer has been set. CNP will terminate the secondary cables in the transformer.**
- C. To accommodate future expansion, the Customer may install up to 14-4" secondary conduits into the transformer pad.
- D. On installations utilizing a CTB, CNP shall furnish, own, install and terminate the secondary cable from the transformer to the CTB at the Customer's expense. The Customer shall furnish, install, own and maintain the CTB, the CTB pad, and 14-4" conduits from the secondary opening of the transformer pad to the CNP side of the CTB pad. The Customer shall install and terminate the secondary cable from its side of the CTB to its switchgear. Typical three-phase CTB drawings are available upon request. The Customer shall submit three (3) drawings of the proposed CTB to the MUG representative for approval prior to fabrication.
- E. The initial available short circuit current is 22,609 amperes symmetrical, with an X/R ratio of 8.2.
- F. The ultimate available short circuit current is 56,523 amperes symmetrical, with an X/R ratio of 9.6.
- G. Customers receiving electrical service from multiple sources will be required to install a permanent plaque or directory at each source in accordance with Article 230.2 of the National Electrical Code (NEC). These plaques are to signify that there is more than one electrical service to the building. The Customer shall keep the power from each source separate throughout its entire electrical system. This requirement is for the life of the service.
- H. A protective device coordination study for the Customer's service relative to CNP's protective devices may be requested by contacting the MUG representative.

SERVICE CONNECTION (For 1500kVA, 34.5kV - 480Y/277)

- A. The Customer's maximum number of secondary cables that can be terminated in CNP's pad mount transformer is 14-750 MCM cables per phase. The Customer shall advise the MUG representative, about the type, size and number of secondary conductors. Ampacity equivalent sets of cable must be individually approved by the MUG representative prior to installation by the Customer. If the Customer's cable requirements exceed this specified maximum limit, it cannot be served directly from the pad mounted transformer. The Customer shall then install, own, and maintain a cable tap box (CTB) (See Section D).
- B. On installations not utilizing a CTB, the Customer shall furnish, own, and maintain all secondary service conduit and cable underground into the secondary opening of the transformer pad. Secondary conductors shall be extended a minimum of seven feet (7') above the transformer pad. **The Customer shall not install the secondary cables until after the transformer has been set. CNP will terminate the secondary cables in the transformer.**
- C. To accommodate future expansion, the Customer may install up to 14-4" secondary conduits into the transformer pad.
- D. On installations utilizing a CTB, CNP shall furnish, own, install and terminate the secondary cable from the transformer to the CTB at the Customer's expense. The Customer shall furnish, install, own and maintain the CTB, the CTB pad, and 14-4" conduits from the secondary opening of the transformer pad to the CNP side of the CTB pad. The Customer shall install and terminate the secondary cable from its side of the CTB to its switchgear. Typical three-phase CTB drawings are available upon request. The Customer shall submit three (3) drawings of the proposed CTB to the MUG representative for approval prior to fabrication.
- E. The initial available short circuit current is 33,914 amperes symmetrical, with an X/R ratio of 8.7.
- F. The ultimate available short circuit current is 56,523 amperes symmetrical, with an X/R ratio of 9.6.
- G. Customers receiving electrical service from multiple sources will be required to install a permanent plaque or directory at each source in accordance with Article 230.2 of the National Electrical Code (NEC). These plaques are to signify that there is more than one electrical service to the building. The Customer shall keep the power from each source separate throughout its entire electrical system. This requirement is for the life of the service.
- H. A protective device coordination study for the Customer's service relative to CNP's protective devices may be requested by contacting the MUG representative.

SERVICE CONNECTION (For 2000kVA, 34.5kV - 480Y/277)

- A. The Customer's maximum number of secondary cables that can be terminated in CNP's pad mount transformer is 14-750 MCM cables per phase. The Customer shall advise the MUG representative, about the type, size and number of secondary conductors. Ampacity equivalent sets of cable must be individually approved by the MUG representative prior to installation by the Customer. If the Customer's cable requirements exceed this specified maximum limit, it cannot be served directly from the pad mounted transformer. The Customer shall then install, own, and maintain a cable tap box (CTB) (See Section D).
- B. On installations not utilizing a CTB, the Customer shall furnish, own, and maintain all secondary service conduit and cable underground into the secondary opening of the transformer pad. Secondary conductors shall be extended a minimum of seven feet (7') above the transformer pad. **The Customer shall not install the secondary cables until after the transformer has been set. CNP will terminate the secondary cables in the transformer.**
- C. To accommodate future expansion, the Customer may install up to 14-4" secondary conduits into the transformer pad.
- D. On installations utilizing a CTB, CNP shall furnish, own, install and terminate the secondary cable from the transformer to the CTB at the Customer's expense. The Customer shall furnish, install, own and maintain the CTB, the CTB pad, and 14-4" conduits from the secondary opening of the transformer pad to the CNP side of the CTB pad. The Customer shall install and terminate the secondary cable from its side of the CTB to its switchgear. Typical three-phase CTB drawings are available upon request. The Customer shall submit three (3) drawings of the proposed CTB to the MUG representative for approval prior to fabrication.
- E. The initial available short circuit current is 45,219 amperes symmetrical, with an X/R ratio of 8.8.
- F. The ultimate available short circuit current is 56,523 amperes symmetrical, with an X/R ratio of 9.6.
- G. Customers receiving electrical service from multiple sources will be required to install a permanent plaque or directory at each source in accordance with Article 230.2 of the National Electrical Code (NEC). These plaques are to signify that there is more than one electrical service to the building. The Customer shall keep the power from each source separate throughout its entire electrical system. This requirement is for the life of the service.
- H. A protective device coordination study for the Customer's service relative to CNP's protective devices may be requested by contacting the MUG representative.

ACCESS

The Customer must provide a twelve foot (12') minimum width, fourteen foot (14') minimum vertical clearance, all weather, vehicle access road designed for HS-20-44 loading as recognized by the American Association of State Highway Officials (AASHO), for CNP personnel and equipment ten feet (10') past the side of the proposed pad mounted equipment location. In addition, the area adjacent to the pad must be designed for HS-20-44 loading to allow for outrigger placement. If the access road and the pad mounted equipment location have not been completed and passed final inspection (see Final Inspection, page 9) at the time the Customer requests the equipment be set, the equipment can only be set under the following conditions.

- A. MUG has determined that the access route is dry and readily accessible to CNP's normal installation equipment.
- B. The Customer shall be responsible for all expenses associated with the repair and/or replacement of CNP pad mounted equipment damaged by additional construction activity. Damage to CNP equipment may result in delays to the Customer's requested service date.
- C. CNP will not complete the underground construction (i.e. pulling & terminating cable, energizing the service, etc.) until the access road and pad mounted equipment location have passed final inspection (see Final Inspection, page 9).

The Customer must provide a thirty two foot (32') minimum vertical clearance over all equipment pads for CNP trucks and equipment.

The Customer must maintain these requirements for the life of the service.

CNP will utilize the Customer's parking and driveway facilities for the required access.

EMERGENCY GENERATION AND SECONDARY LOAD TRANSFER

Customer installed Emergency Generators and/or Secondary Load Transfer schemes shall meet the requirements of the CNP Specification on Customer Emergency Generation and Secondary Load Transfer, Specification 007-231-82, latest revision (attached). This requirement is for the life of the service.

Generator exhaust must be located and/or directed away from CNP's equipment.

HARMONIC DISTORTION

The Customer shall meet the requirements of the CNP Specification on Limitation of Harmonic Distortion on the Distribution System, Specification 007-231-83, latest revision (attached). This requirement is for the life of the service.

METERING

- A. The Customer's metering arrangement must comply with CNP Service Standards, Section 400 or 500 as applicable.
- B. The metering current and potential transformers (CT's and PT's) will be installed in the secondary compartment of the transformer provided all service from the transformer is through one meter. If all the services are not through one meter, the Customer shall inform the MUG representative, so that alternate metering provisions can be arranged (separate CT and PT cans as required for each service).
- C. All Retail Customers must be metered separately.
- D. Meter Room and/or Modular Meter installations must have CNP written approval prior to the purchase/installation of materials/equipment. The Customer must submit applicable drawings to the MUG representative for approval.

FACILITIES INSTALLED BY THE CUSTOMER

All facilities are to be installed per the attached construction specifications. The Customer or its contractor is to request a preconstruction meeting prior to starting the required underground construction by visiting the website shown below.

All facilities shall be inspected by CNP after the conduit is installed, pads are formed, reinforcing rods installed, etc. but prior to the pouring of concrete. CNP recommends that the Customer complete the pouring of concrete on the day the facilities are inspected and approved. The Customer will insure that all inspected and approved facilities remain in the approved condition until the concrete pour has been completed. If there is damage to the inspected and approved facilities prior to the pouring of concrete, the facilities must be re-inspected by CNP before the Customer begins the pouring of concrete. CNP reserves the right to require the Customer to break out any unapproved concrete pours at its expense.

CNP will make a reasonable attempt to complete all inspection requests. To ensure that inspection requests can be fulfilled, they should be made prior to 5 p.m. the business day before the requested inspection to Major Underground Projects at <http://www.centerpointenergy.com/en-us/pages/mugform.aspx>. Job # 90159938 must be provided as the inspection identification number.

PRECAST MANHOLES

CNP will allow the Customer the option to install either poured-in-place or approved precast manholes. The use of precast manholes is approved for all locations where the vehicular loading does not exceed AASHO HS-20-44 Highway Loading (72,000 pounds).

CNP's current approved suppliers are Oldcastle Precast, 13600 South Wayside Road, Houston, Texas 77048, (713) 934-7900 and Locke Solutions, 7600 S. Santa Fe Drive, Houston, Texas 77061, (832) 804-7062. Foterra Pipe and Precast, 11201 FM 529, Houston, Texas 77041, (713) 538-9321 has been approved for supplying small precast manholes. **Three (3) copies of the supplier's drawing must be submitted to the Engineering contact, for approval prior to procurement and/or installation.**

CNP also recommends the installation of the required duct bell terminators by the manhole supplier on all precast manholes. Manholes are to be placed on a minimum of six inch (6") leveled base of

PRECAST MANHOLES (continued)

sand or crushed rock to insure uniform distribution of soil pressure on the floor. CNP must inspect this requirement prior to the installation of the manhole inside the exposed pit.

DUCTBANK INSTALLATION

All proposed conduit for CNP's use is to be installed in straight runs, unless otherwise indicated on CNP drawings. Any conduit bends must be installed with a twenty foot (20') minimum radius, unless indicated otherwise on CNP drawings. Conduit turn-ups into any equipment pad and/or pole pedestal must have a minimum five foot (5') radius. Any deviations from these requirements shall have written approval from the MUG representative prior to installation.

During installation, the minimum depth for a conduit run must be referenced to the final grade.

The Customer is to delay installation of approximately the last twenty feet (20') of the conduit run and the pole pedestal to any terminal pole until the pole has been set by CNP. Before trenching to the base of any terminal pole, the Customer must securely brace the pole. The Customer must request staking and setting of any terminal pole by contacting the Service Area Consultant.

The Customer must provide a jet line in each conduit installed. This jet line shall extend a minimum of seven feet (7') beyond the end of each conduit.

For installations not utilizing a blanket easement document (see Easement Instrument section, page 10), the Customer shall also install a #14 American Wire Gage (AWG) or larger aluminum or copper 600 volt insulated conductor in one of the conduits. The conductor must be electrically continuous. For manhole installations, the electrically continuous conductor must also be looped through each manhole lid and tied to a concrete insert in the neck of each manhole. This conductor is to facilitate surveying of the duct bank by CNP. The duct bank cannot be surveyed until this conductor is installed as prescribed. The Customer must take adequate measures to assure the conductor will be in place until all necessary surveying is completed. After surveying of the duct bank is completed, but prior to CNP installing any primary cable, the Customer may retrieve its conductor at its option.

Conduit ends shall be plugged with a duct cap or other type capping device. The use of rags to plug conduits is not acceptable. If the conduit is installed in stages, the Customer must keep each section of conduit capped until the new section is installed. If, prior to CNP using any conduit, the conduit is found to be blocked, the Customer will be responsible, at its expense, for removing the obstruction.

CLEARANCES

Final approval for the location of the pad mount equipment and/or other proposed electrical installation is contingent upon proper clearance, as determined by CNP, from cooling towers, vents, buildings, structures, etc., and other underground utilities. It is in the Customer's and CNP's best interest to have all service equipment in a contamination-free environment to avoid unscheduled outages and/or premature equipment failures. Therefore, prior to any construction, the Customer shall inform the MUG representative of any existing or future contamination or pollutants which may affect the equipment so that necessary clearances can be secured.

The MUG representative shall be notified promptly if the Customer intends to install any obstructions such as walls, hedges, bushes, trees, etc., around the transformer and/or any associated equipment so that additional clearances and access can be secured. Any proposed enclosure

CLEARANCES (continued)

surrounding CNP's equipment must be louvered, and both a profile and a cross-sectional view of the proposed louvered enclosure shall be submitted for approval prior to installation.

If, in the future, there is a problem with contamination of CNP's equipment, or proper clearances are not maintained, CNP reserves the right to relocate the equipment at the Customer's expense.

CNP will not allow other facilities to pass beneath its equipment pads. A one foot (1') minimum horizontal clearance shall be maintained between CNP pads and all other facilities.

A one foot (1') minimum vertical clearance must be maintained between CNP duct banks and all non-CNP facilities crossing the duct bank.

A five foot (5') minimum horizontal clearance must be maintained between CNP duct banks and other facilities running parallel to the duct bank. CNP will not allow joint trenching between CNP duct banks and other facilities.

ELEVATION REQUIREMENTS

The minimum elevation requirement for the top of the equipment pads shall be fifteen feet (15') above mean sea level and two feet (2') above the documented 500-year floodplain. The Customer must provide equipment pads that meet these elevation requirements. The easement (minimum working clearance) around the equipment pads shall also be brought up to the above mentioned minimum elevation, as outlined on the equipment pad detail specification. The easement area surrounding the equipment pads shall not have a slope greater than 2%. The pad and minimum easement elevations (minimum working clearance) must be verified at the time of installation.

VENTILATION REQUIREMENTS

Any proposed barriers or enclosures in the vicinity of the equipment pads shall maintain a minimum of 50% free air flow. Prior to construction, the Customer shall submit drawings of the proposed barriers or enclosures to MUG Projects Representative for approval.

SERVICE EQUIPMENT VENTILATION REQUIREMENT

The Customer's requested location for CNP's equipment is within a proposed service yard. The service walls adjacent to the transformer pad must be louvered to permit 50 percent air flow. Prior to construction, the Customer shall submit drawings of the proposed louvers to the MUG Representative for approval.

FINAL INSPECTION

After the Customer has advised CNP that all "Customer installed" facilities pertaining to this service arrangement have been completed and inspected, a final on-site inspection will be made by a MUG representative. This final inspection will verify that all Customer installed facilities are in accordance with these Terms and Conditions. The Customer (or its contractor) and the Service Area Consultant will be advised of any needed corrections and/or changes. When all necessary corrections and/or changes have been completed, CNP's portion of the construction may begin.

EASEMENT INSTRUMENT

CNP will prepare an instrument for easements to be granted by the property owner after all installations for CNP's use have been completed according to these Terms and Conditions. The service cannot be energized until CNP has accepted the signed instrument for all easements.

The Customer also has the option of signing a blanket easement document. Use of the blanket easement allows the service to be energized before the final signed instrument for all easements has been completed. The Customer may request use of the blanket easement document by contacting the MUG representative.

CNP will need access to and from the proposed easements. CNP will use these easements, as shown on the attached sketches, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting and removing electrical distribution facilities. The Customer shall keep these easements free and clear of any obstructions (trees, shrubs, other structures, etc.) that may endanger or interfere with the efficiency, safety, and proper operation of the proposed facilities for the life of the service.

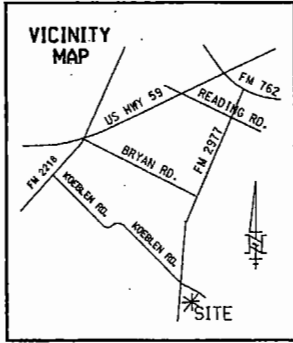
INDEMNIFICATION AND LIABILITY LIMITS

Indemnity: This indemnity is pursuant to Company's Tariff located on our website at www.centerpointenergy.com.

RETAIL CUSTOMER ASSUMES THE RISK OF AND SHALL INDEMNIFY COMPANY AGAINST DAMAGES FOR INJURIES OR DEATH TO PERSONS OR LOSS TO RETAIL CUSTOMER'S PROPERTY, OR TO THE PROPERTY OF COMPANY, WHEN OCCASIONED BY ACTIVITIES OF RETAIL CUSTOMER OR THIRD PARTIES ON CUSTOMER'S PREMISES, RESULTING FROM THE INSTALLATION, EXISTENCE, REPLACEMENT, OR REPAIR OF COMPANY'S UNDERGROUND FACILITIES, AND AS FURTHER PROVIDED IN THE TERMS OF "LIMITS ON LIABILITY," SECTIONS 4.2 AND 5.2 OF THIS TARIFF. NOTWITHSTANDING ANY OF THE ABOVE, THE PROVISIONS REQUIRING A RETAIL CUSTOMER TO INDEMNIFY, FULLY PROTECT, OR SAVE COMPANY HARMLESS APPLY TO A GOVERNMENTAL ENTITY AS THIS TERM IS DEFINED IN CHAPTER 2251 OF THE TEXAS GOVERNMENT CODE, TO THE EXTENT OTHERWISE CONSISTENT WITH LAW; PROVIDED, HOWEVER, THAT ANY GOVERNMENTAL ENTITY THAT IS A RETAIL CUSTOMER TO WHICH THIS SUBSECTION 2.5 APPLIES MUST TAKE NECESSARY STEPS TO ENSURE THAT THE INDEMNIFICATION REQUIREMENTS OF THIS SUBSECTION 2.5 DO NOT CREATE A "DEBT" IN VIOLATION OF ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION. SUCH STEPS MAY INCLUDE, BUT ARE NOT NECESSARILY LIMITED TO, A THIRD-PARTY INDEMNIFICATION IN WHICH THE CONTRACTOR PERFORMING THE WORK FOR THE GOVERNMENTAL ENTITY INDEMNIFIES THE COMPANY OR THE ESTABLISHMENT OF A SINKING FUND. (*See Governmental Entity Addendum if applicable.*)

GENERAL LOCATION SKETCH

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4446	D4	645L		N.T.S.	CRB48	

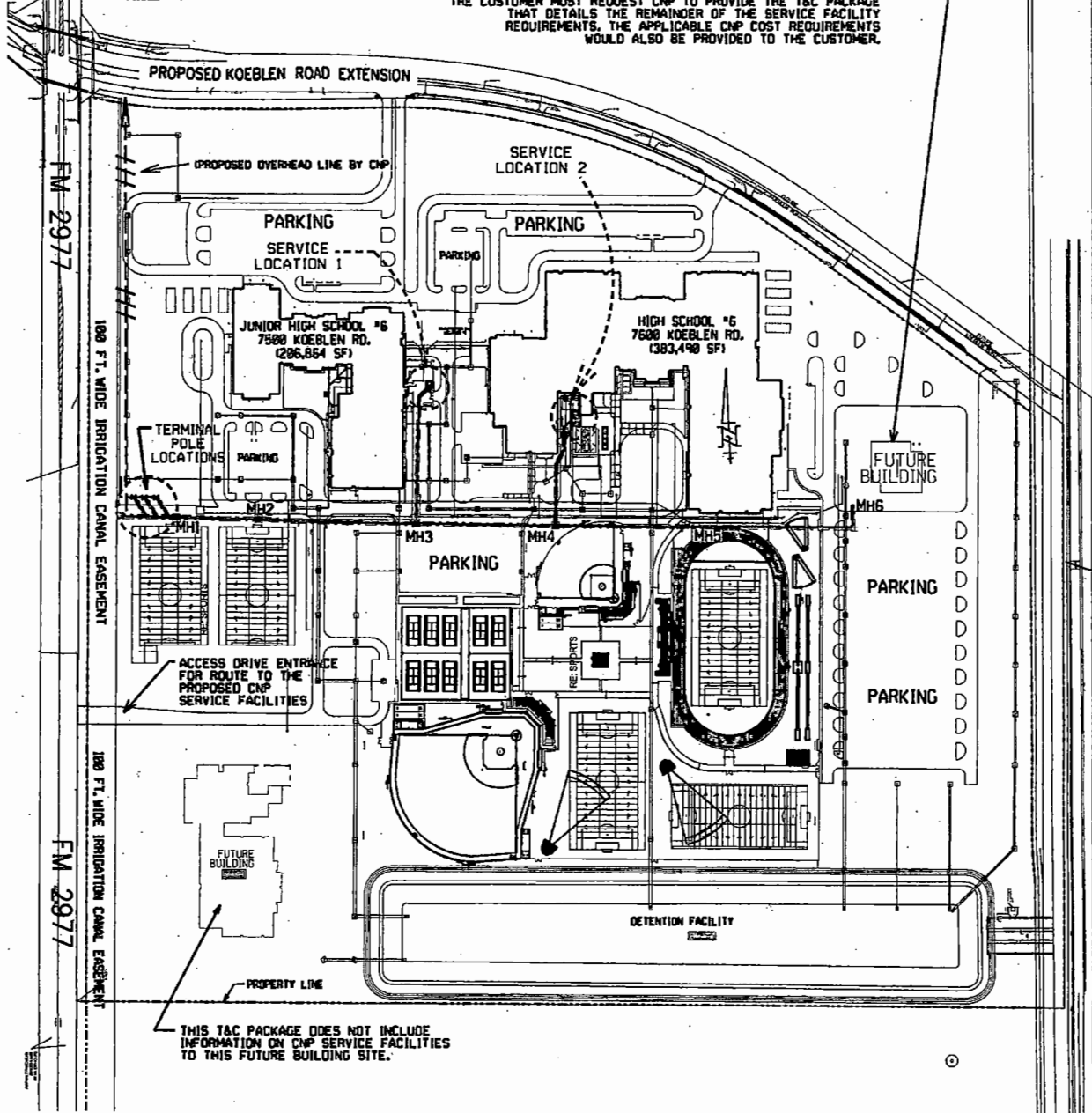


LAMAR CONSOLIDATED I.S.D. (CUSTOMER) AND/OR ITS CONTRACTOR IS TO REQUEST A PRECONSTRUCTION MEETING PRIOR TO STARTING CONSTRUCTION BY VISITING [HTTP://WWW.CENTERPOINTENERGY.COM/EN-US/PAGES/MUGFORM.ASPX](http://www.centerpointenergy.com/en-us/pages/mugform.aspx)

CENTERPOINT ENERGY (CNP) TO UTILIZE THE CUSTOMER'S PARKING AND DRIVEWAY FACILITIES FOR EQUIPMENT ACCESS

THIS T&C PACKAGE INCLUDES CONDUIT AND MANHOLE REQUIREMENTS THAT WOULD FACILITATE THE FUTURE EXTENSION OF UNDERGROUND CABLE TO THIS FUTURE BUILDING SITE.

PRIOR TO THE TIME SERVICE TO THE BUILDING SITE IS REQUIRED, THE CUSTOMER MUST REQUEST CNP TO PROVIDE THE T&C PACKAGE THAT DETAILS THE REMAINDER OF THE SERVICE FACILITY REQUIREMENTS. THE APPLICABLE CNP COST REQUIREMENTS WOULD ALSO BE PROVIDED TO THE CUSTOMER.



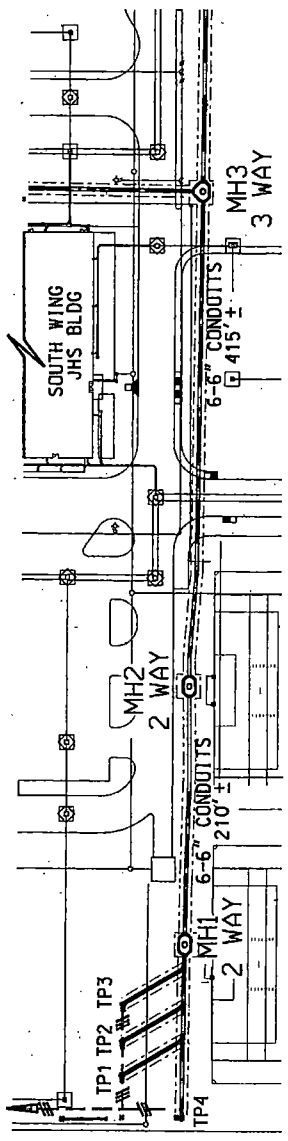
THIS T&C PACKAGE DOES NOT INCLUDE INFORMATION ON CNP SERVICE FACILITIES TO THIS FUTURE BUILDING SITE.



GENERAL LOCATION SKETCH

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4446	D4	645L	N.T.S.	CRB48		

OVERALL MANHOLE TO MANHOLE CONDUIT REQUIREMENTS



NOTES
CNP WILL NOT ALLOW OTHER FACILITIES TO PASS BENEATH ITS EQUIPMENT PAD.

THE CUSTOMER MUST MAINTAIN A 5' HORIZONTAL CLEARANCE FROM PARALLEL UTILITIES AND A 1' VERTICAL CLEARANCE WHEN CROSSING UTILITIES. (SEE NOTES 10 & 11, SHEET 17 OF 30)

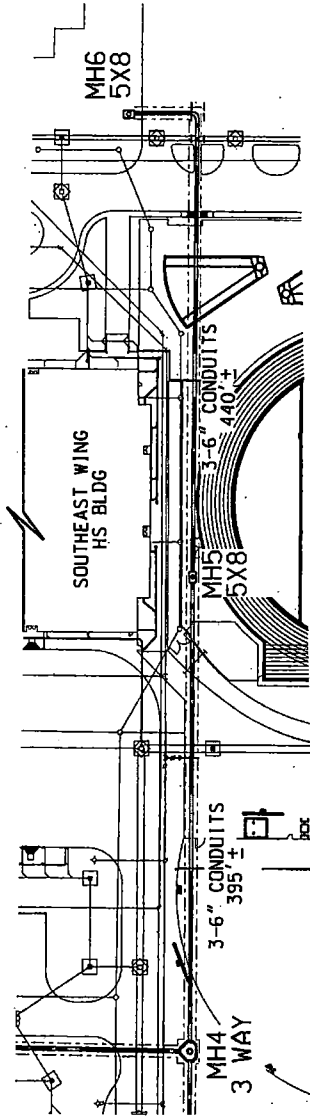
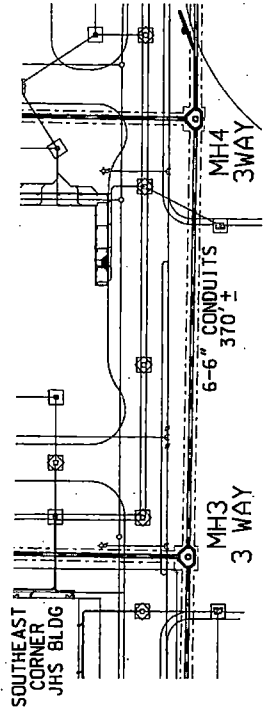
REQUIRED MINIMUM 12" WIDE ALL-WEATHER HS-20-4 LANDING ACCESS ROAD 10' PAST THE SIDE OF TRANSFORMER. THIS REQUIREMENT IS FOR THE LIFE OF THE SERVICE.

METERS TO BE MOUNTED ON THE SIDE OF THE TRANSFORMERS BY CNP.

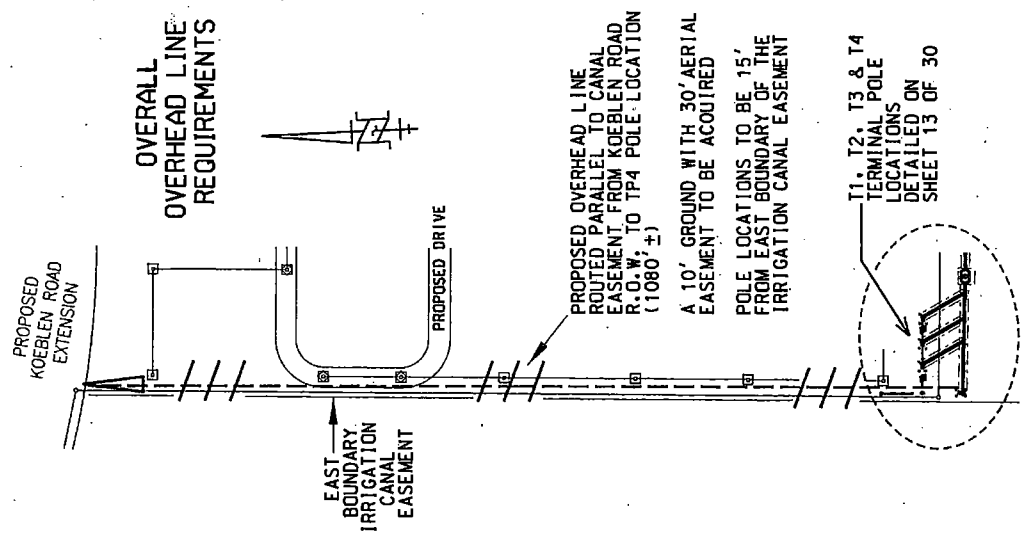
ALL EQUIPMENT PADS & DUCTBANK EXCLUSIVE EASEMENTS TO BE ACQUIRED BY CNP.

SHORT RADIUS BENDS INDICATED IN THE TERMS AND CONDITIONS DRAWINGS SHALL BE FACTORY MANUFACTURED. NO FIELD BENDING OF CONDUITS PERMITTED.

ELEVATION CHANGES OF THE PRIMARY CONDUITS SHALL BE GRADUAL. NO SHORT RADIUS BENDS TO BE USED.



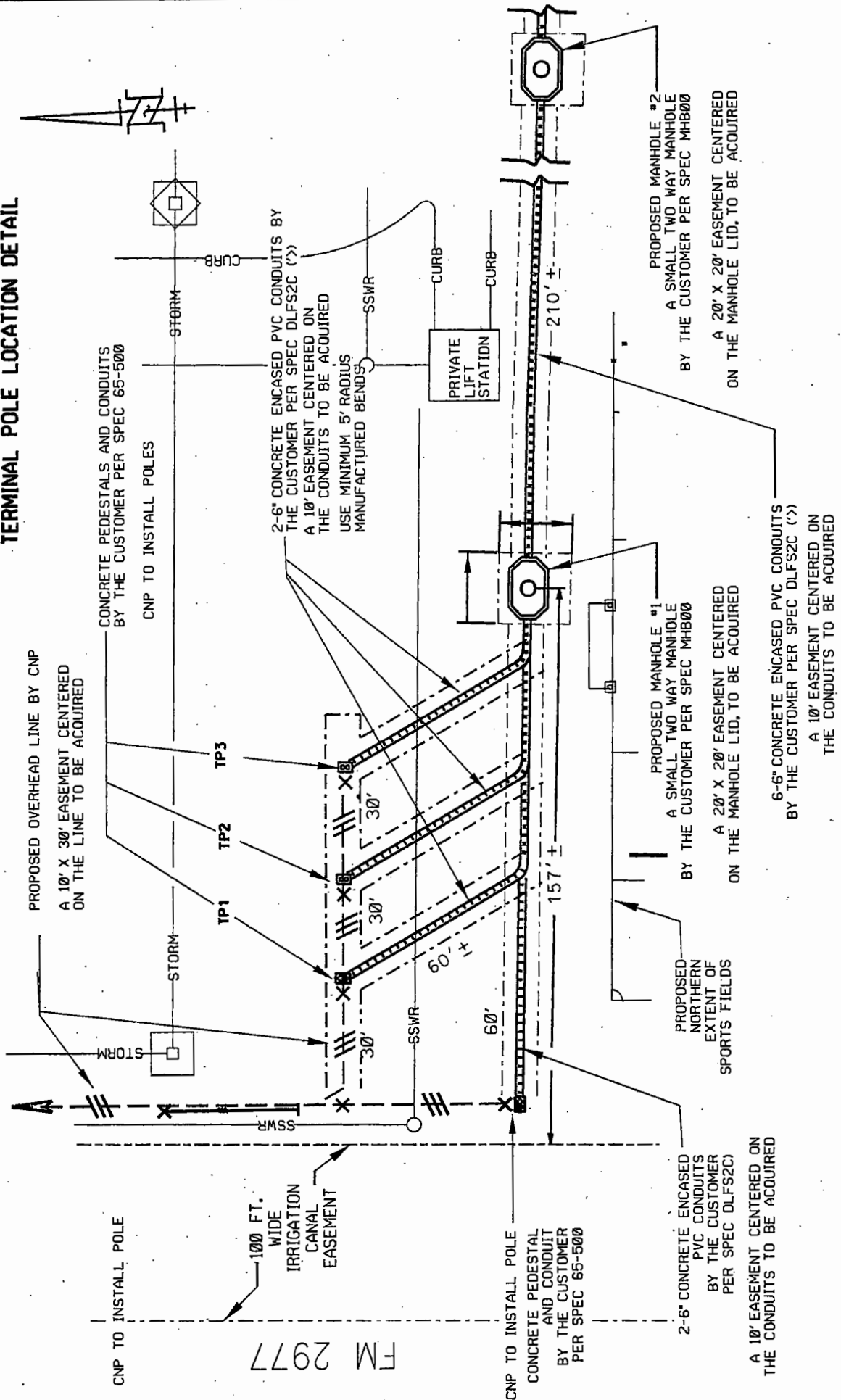
OVERHEAD LINE OVERHEAD LINE REQUIREMENTS



GENERAL LOCATION SKETCH

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4446	D4	645L	N.T.S.	N.T.S.	CRB48	

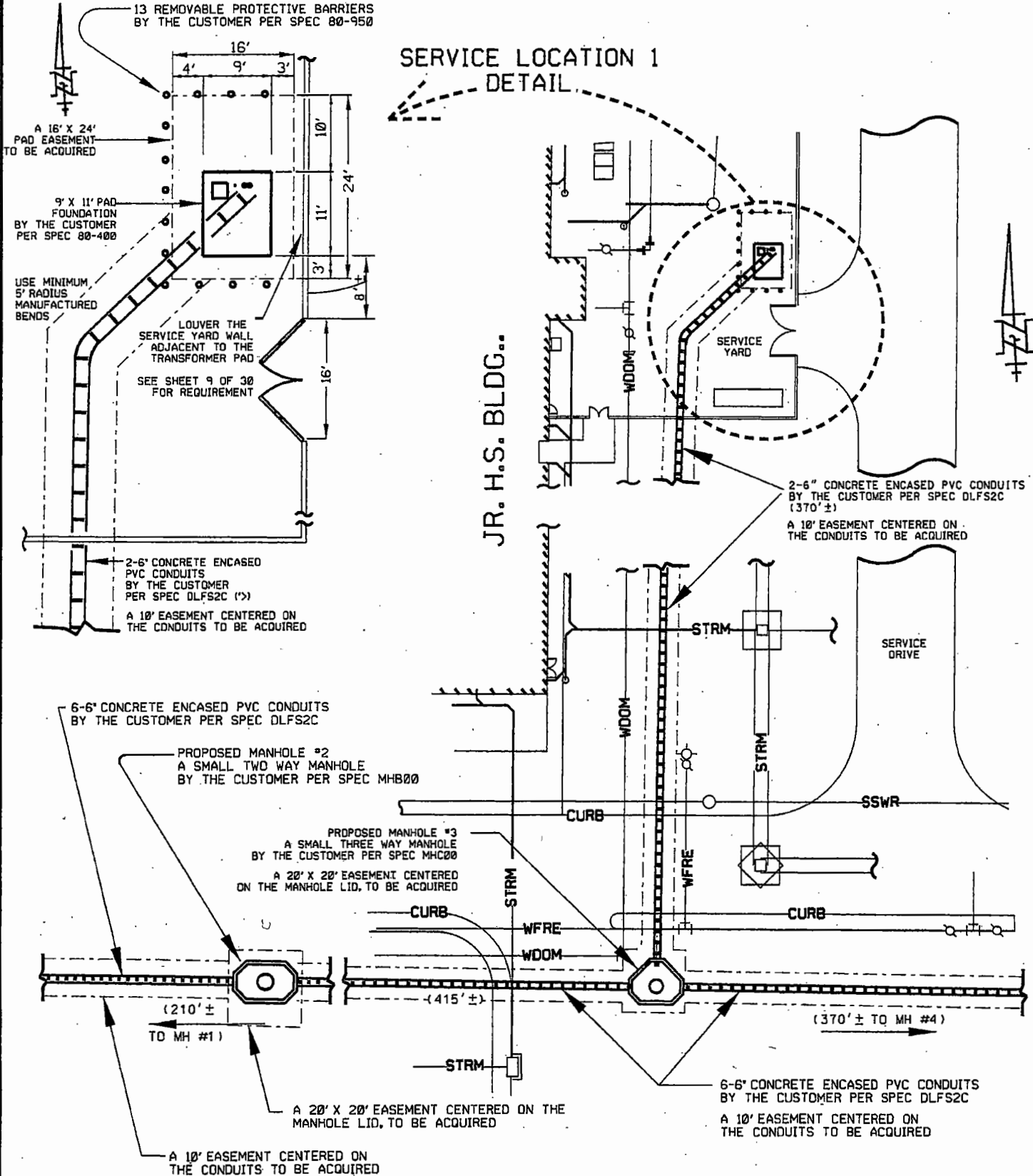
TERMINAL POLE LOCATION DETAIL



FM 2977

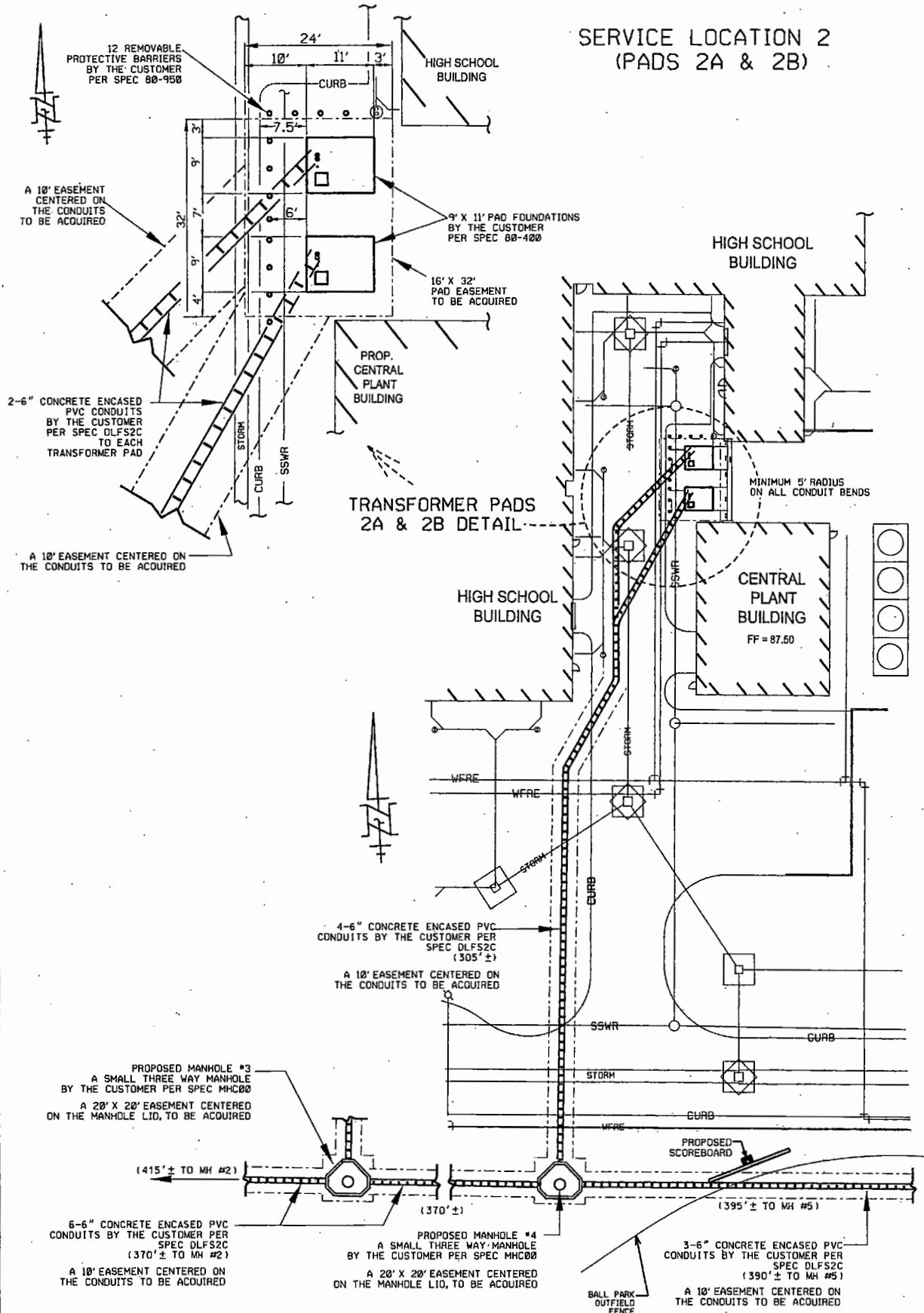
GENERAL LOCATION SKETCH

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4446	D4	645L		N.T.S.	CRB48	



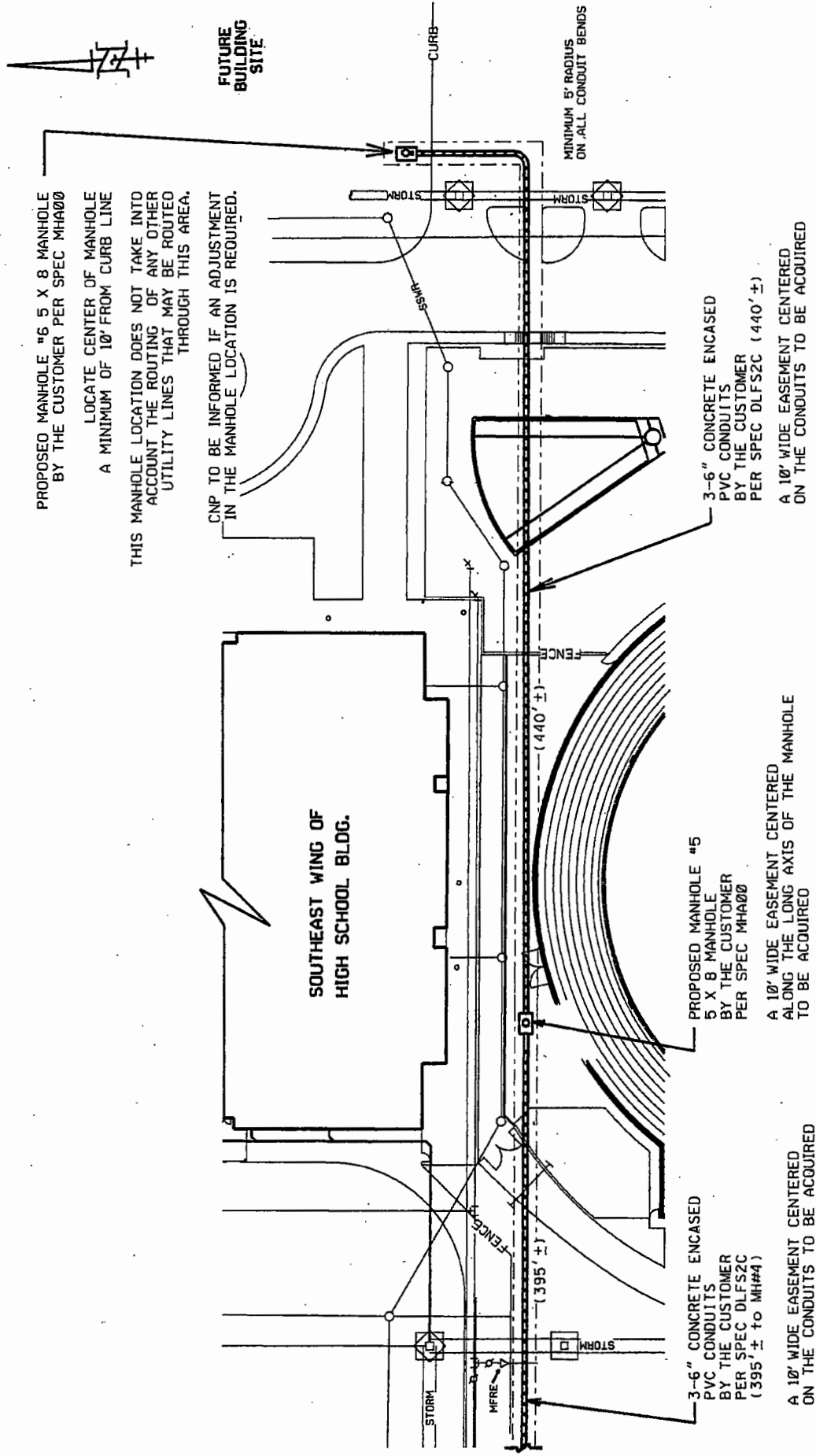
GENERAL LOCATION SKETCH

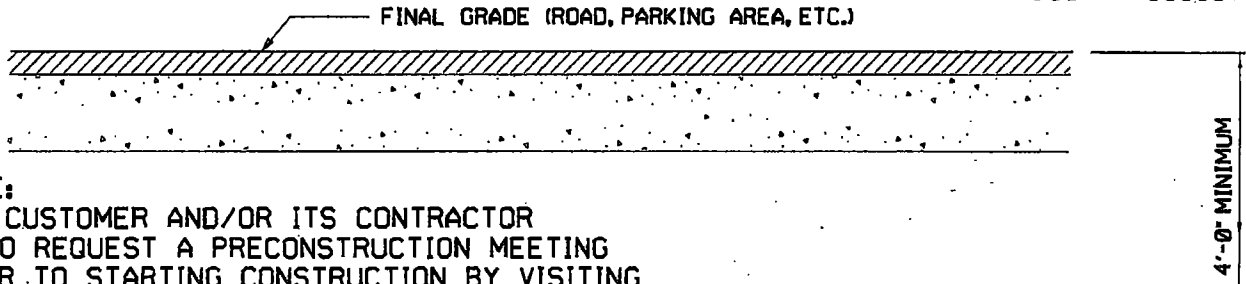
LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4446	D4	645L		N.T.S.	CRB48	



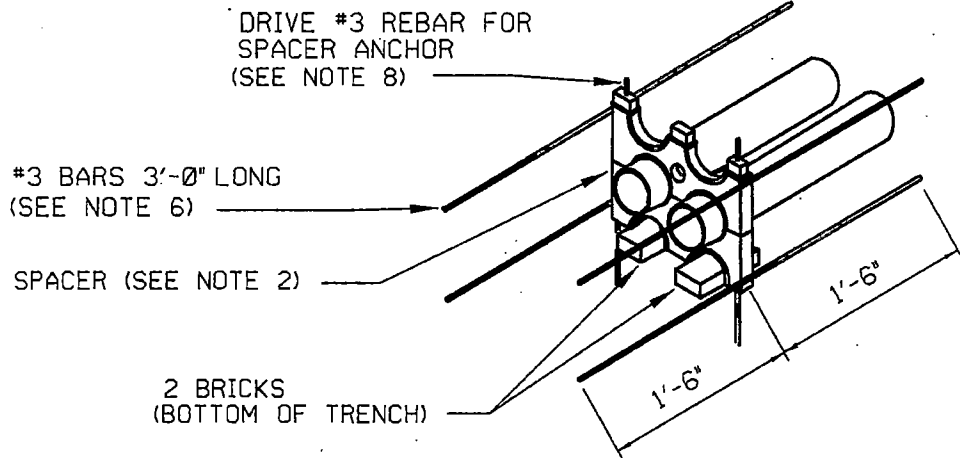
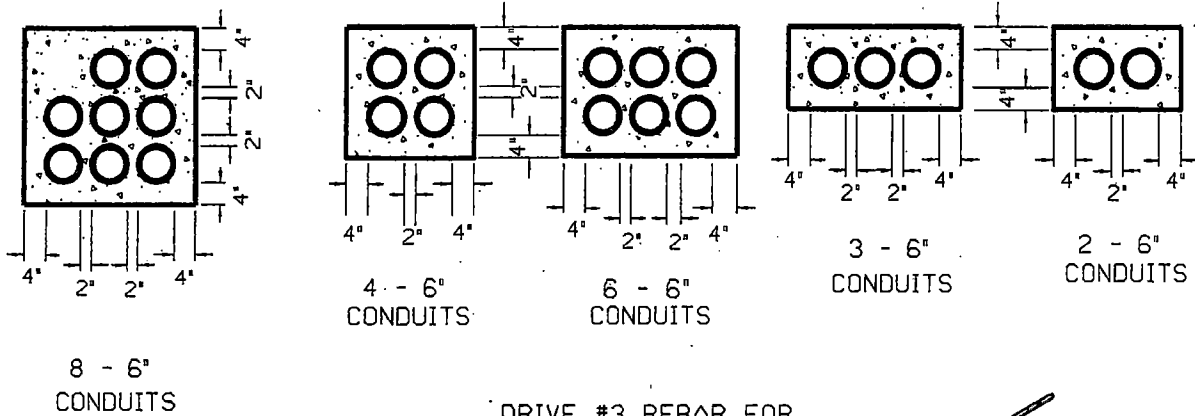
GENERAL LOCATION SKETCH

LAMBERT	SECTION	KEY MAP	FUNCTIONAL LOCATION	SCALE	CIRCUIT	ORDER NO.
4446	D4	645L	N.T.S.	----		





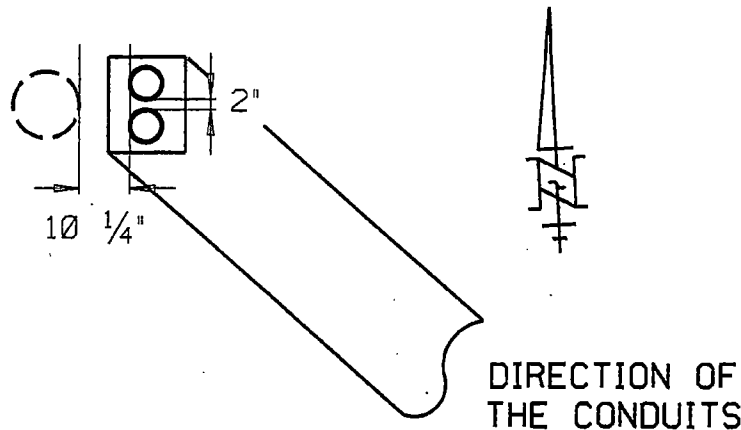
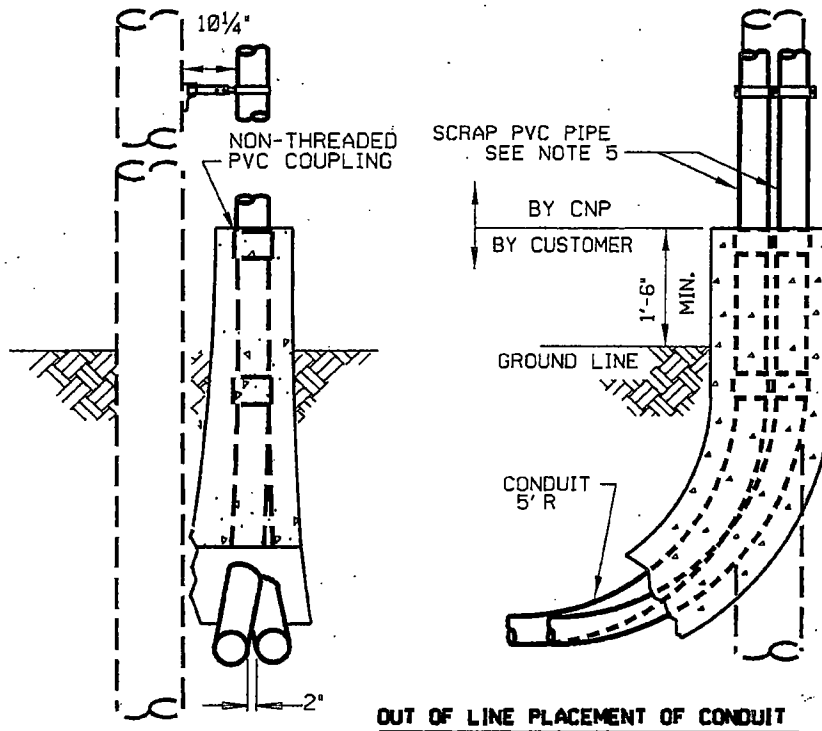
NOTE:
THE CUSTOMER AND/OR ITS CONTRACTOR
IS TO REQUEST A PRECONSTRUCTION MEETING
PRIOR TO STARTING CONSTRUCTION BY VISITING
[HTTP://WWW.CENTERPOINTENERGY.COM/EN-US/PAGES/MUGFORM.ASPX](http://www.centerpointenergy.com/en-us/pages/mugform.aspx)



- NOTES:**
1. CONDUIT TO BE PVC, MINIMUM GRADE TYPE EB.
 2. SPACERS SHOULD BE INSTALLED NOT MORE THAN 10'-0" APART.
 3. CONDUITS TERMINATING AT MANHOLES SHOULD BE SLOPED 0.5% DOWN TOWARD MANHOLE.
 4. ALL EXTERIOR CONCRETE COVER DIMENSIONS ARE MINIMUM.
 5. CONCRETE SHALL BE IN ACCORDANCE WITH CNP SPECIFICATION 007-221-01, LATEST REVISION.
 6. PLACE REINFORCING BARS IN 4 CORNERS OF THE CONCRETE WHERE SPACERS ARE USED.
 7. ON COLD JOINT CONCRETE POUR USE #5 REBAR (3'-0" IN LENGTH, EXPOSED 1'-6").
 8. LENGTH OF REBAR FOR SPACER ANCHOR WILL VARY PER DUCT BANK HEIGHT.
 9. CONDUITS ENDS SHALL BE PLUGGED WITH A DUCT CAP OR OTHER TYPE OF CAPPING DEVICE.
 10. A ONE FOOT (1') VERTICAL CLEARANCE MUST BE MAINTAINED BETWEEN CNP'S DUCTBANK AND ALL NON-CNP FACILITIES CROSSING THE DUCTBANK.
 11. A FIVE FOOT (5') HORIZONTAL CLEARANCE MUST BE MAINTAINED BETWEEN CNP'S DUCTBANK AND ALL NON-CNP FACILITIES RUNNING PARALLEL TO THE DUCTBANK (JOINT TRENCHING NOT PERMITTED).
 12. INSTALL JET LINE IN ALL CONDUITS AND A #14 AWG WIRE IN ONE CONDUIT.

**THREE PHASE DUCTBANK
FEEDER**

BASED ON DISTRIBUTION STANDARD DLFS2C



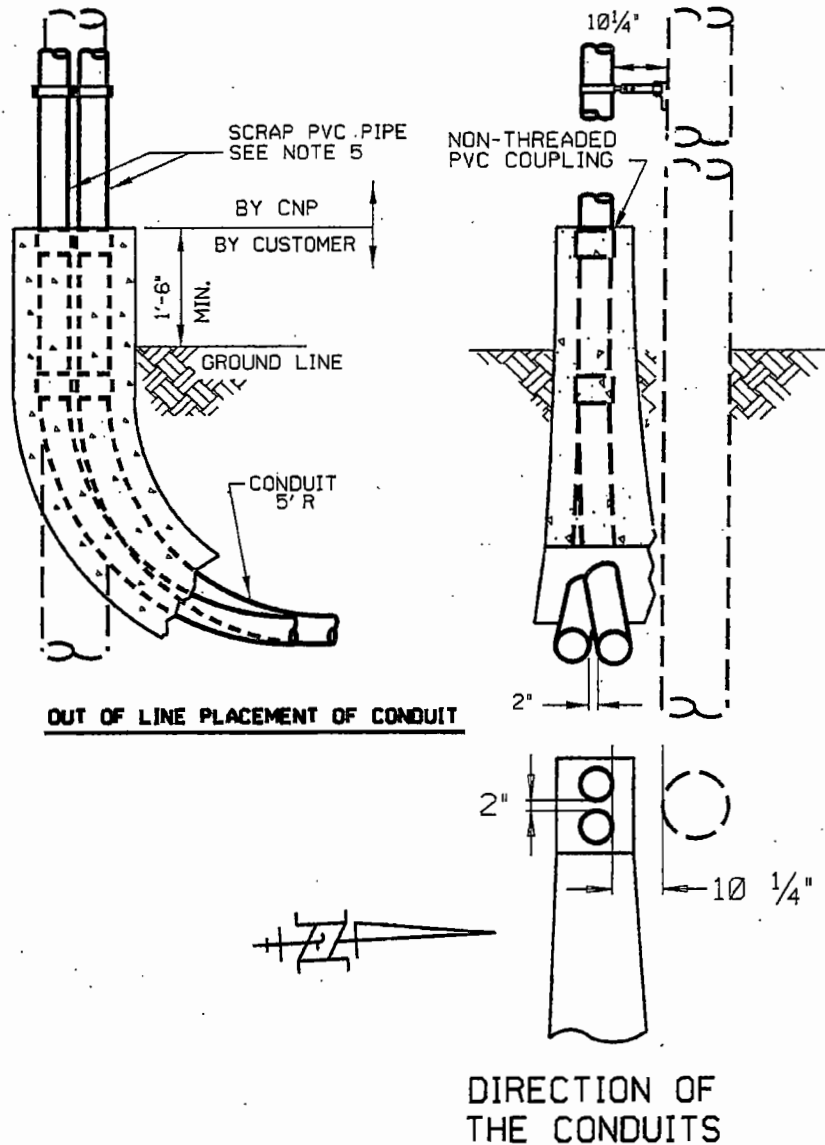
NOTES:

1. CONDUIT BENDS AT TERMINAL POLE SHALL BE PVC.
2. BRACE THE POLE SECURELY BEFORE TRENCHING.
3. INSTALL CONDUIT BENDS TO BASE OF POLE. ADD PORTIONS OF STRAIGHT CONDUIT AS NECESSARY TO OBTAIN THE PROPER HEIGHT ABOVE FINAL GRADE.
4. ATTACH COUPLING TO END OF CONDUIT.
5. INSERT, **BUT DO NOT GLUE**, A SHORT PIECE OF SCRAP PVC CONDUIT INTO THE TOP COUPLING. TIE CONDUIT TO BRACKET.
6. FORM AREA AROUND PEDESTAL TO THE TOP OF THE COUPLING. FORM PEDESTAL SO THAT NO CONCRETE WILL CONTACT POLE.
7. AFTER INSPECTION BY CNP, POUR CONCRETE TO TOP OF COUPLINGS.
8. ALL CONDUITS SHALL HAVE A MINIMUM 4" CONCRETE COVER.

**TYPICAL FOR
TP1, TP2, & TP3
LOCATIONS**

**TERMINAL POLE CONDUIT
PLACEMENT 12KV & 35 KV**
BASED ON DISTRIBUTION STANDARD 65-500

092686/100102

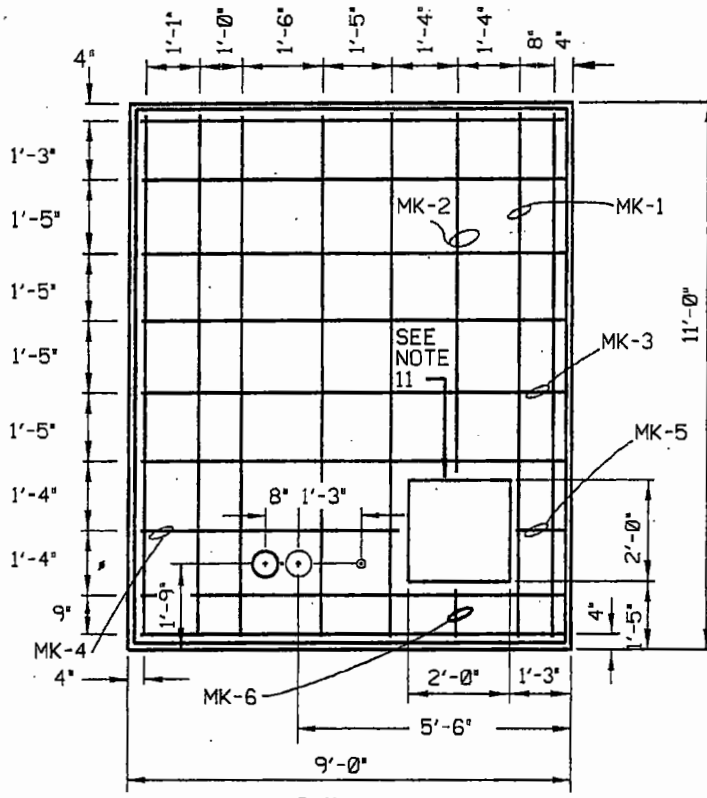


NOTES:

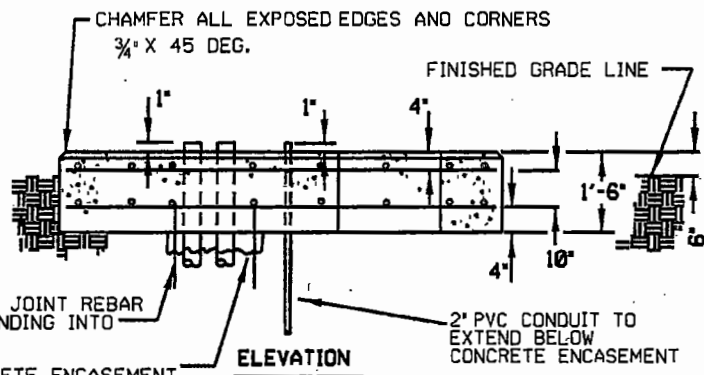
1. CONDUIT BENDS AT TERMINAL POLE SHALL BE PVC.
2. BRACE THE POLE SECURELY BEFORE TRENCHING.
3. INSTALL CONDUIT BENDS TO BASE OF POLE. ADD PORTIONS OF STRAIGHT CONDUIT AS NECESSARY TO OBTAIN THE PROPER HEIGHT ABOVE FINAL GRADE.
4. ATTACH COUPLING TO END OF CONDUIT.
5. INSERT, **BUT DO NOT GLUE**, A SHORT PIECE OF SCRAP PVC CONDUIT INTO THE TOP COUPLING. TIE CONDUIT TO BRACKET.
6. FORM AREA AROUND PEDESTAL TO THE TOP OF THE COUPLING. FORM PEDESTAL SO THAT NO CONCRETE WILL CONTACT POLE.
7. AFTER INSPECTION BY CNP, POUR CONCRETE TO TOP OF COUPLINGS.
8. ALL CONDUITS SHALL HAVE A MINIMUM 4" CONCRETE COVER.

TP4
 LOCATION

TERMINAL POLE CONDUIT
 PLACEMENT 12KV & 35 KV
 BASED ON DISTRIBUTION STANDARD 65-500



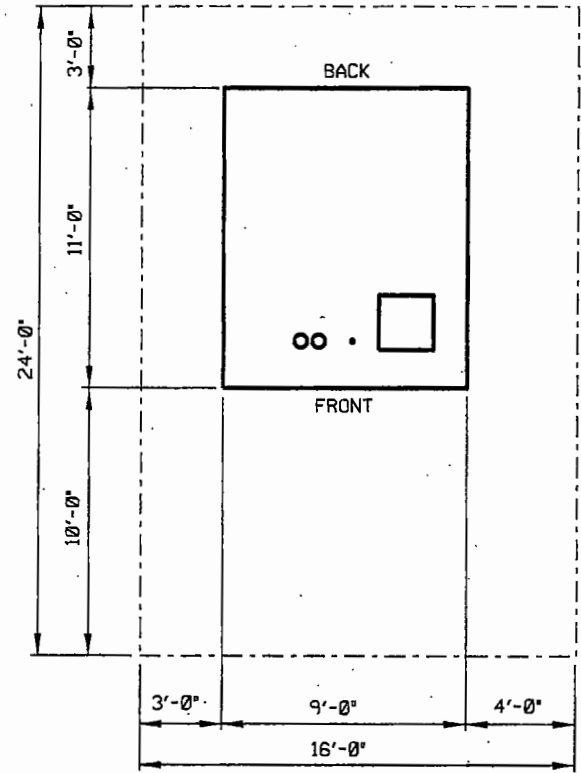
PLAN



ELEVATION

REINFORCING SCHEDULE PER FOUNDATION				
MARK	QTY.	SIZE	LENGTH	REMARKS
MK-1	14	#7	10'-6"	STRAIGHT
MK-2	2	#7	7'-0"	STRAIGHT
MK-3	16	#7	8'-6"	STRAIGHT
MK-4	2	#7	5'-3"	STRAIGHT
MK-5	2	#7	0'-9"	STRAIGHT
MK-6	2	#7	1'-0"	STRAIGHT

MATERIAL ESTIMATE PER FOUNDATION	
DESCRIPTION	QUANTITY
REINFORCING STEEL #7	636 LBS
CONCRETE (5 SACK)	5 1/2 CU. YDS.
TYPE EB OR BETTER PVC CONDUIT, 90 DEG, 60" R	2
2" PVC CONDUIT	5 FT



MINIMUM EASEMENT REQUIREMENTS

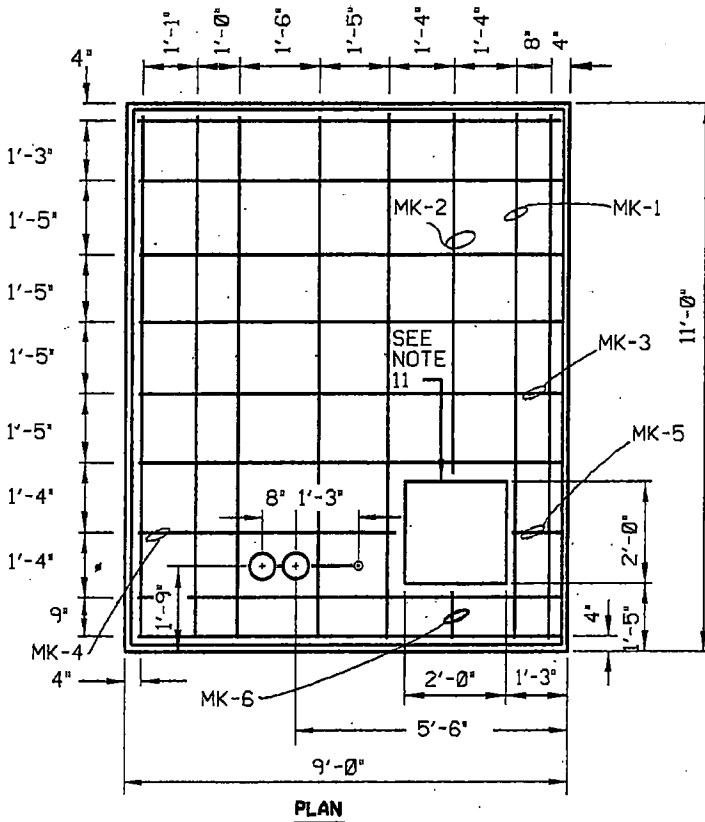
**EQUIPMENT
WEIGHT 43,000 LBS
MAXIMUM**

PAD LOCATION 1

**500-5000 KVA PMT
FOUNDATION, 12KV & 35KV**

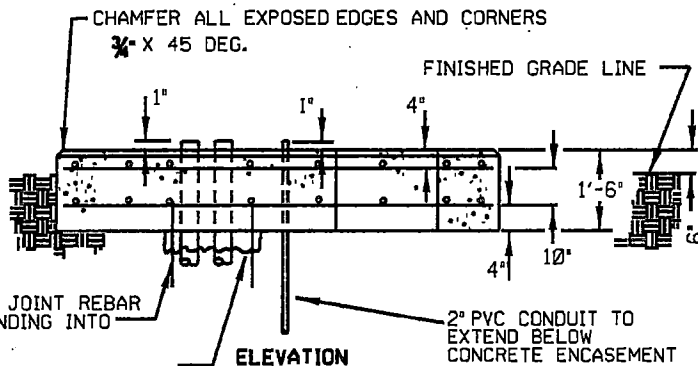
BASED ON DISTRIBUTION STANDARD 80-400

- NOTES:
1. CONCRETE SHALL BE IN ACCORDANCE WITH CNP SPECIFICATION 007-221-01, LATEST REVISION (MINIMUM COMPRESSION IN 28 DAYS, 3000 PSI).
 2. REINFORCING STEEL SHALL BE INTERMEDIATE GRADE DEFORMED BARS IN ACCORDANCE WITH A.S.T.M. SPECIFICATION A-615, GRADE 60, OR BETTER.
 3. ALL SPLICES IN REINFORCING SHALL LAP A LENGTH EQUAL TO 24 BAR DIAMETERS.
 4. ALL DIMENSIONS ON REINFORCING ARE TO THE CENTER OF BARS.
 5. CONCRETE SHALL BE THOROUGHLY WORKED AROUND REINFORCING, ANY EMBEDDED FIXTURES AND INTO ALL CORNERS OF FORMS.
 6. IF REQUIRED, GROUT SHALL BE A MIXTURE OF 1 PART CEMENT TO 2 PARTS SAND WITH ENOUGH WATER TO PRODUCE A WORKABLE MIXTURE.
 7. CONCRETE IS TO BE POURED ONLY WHEN THE ATMOSPHERIC TEMPERATURE IS A MINIMUM 40° F. (5° C.) AND RISING.
 8. STRIP BACK ALL VEGETATION AND APPROXIMATELY 12" OF TOP SOIL. REMOVE ALL LOOSE CLODS AND STONES, BACKFILL AND THOROUGHLY COMPACT ALL CONDUIT TRENCHES AND HOLES BEFORE CONCRETE IS PLACED.
 9. REINFORCING SHALL HAVE A MINIMUM OF 2 1/2" CONCRETE COVER.
 10. SLOPE PAD 1" FRONT TO BACK.
 11. THE SQUARE OPENING IS FOR THE CUSTOMER'S SECONDARY CONDUITS.
 12. CNP WILL NOT ALLOW OTHER FACILITIES TO PASS BENEATH ITS EQUIPMENT PADS. A ONE FOOT MINIMUM HORIZONTAL CLEARANCE SHALL BE MAINTAINED BETWEEN CNP PADS AND ALL OTHER FACILITIES.
 13. THE SECONDARY OPENING IS TO BACKFILLED WITH SAND. TO WITHIN 4" OF THE TOP OF THE PAD.



REINFORCING SCHEDULE PER FOUNDATION				
MARK	QTY.	SIZE	LENGTH	REMARKS
MK-1	14	#7	10'-6"	STRAIGHT
MK-2	2	#7	7'-0"	STRAIGHT
MK-3	16	#7	8'-6"	STRAIGHT
MK-4	2	#7	5'-3"	STRAIGHT
MK-5	2	#7	0'-9"	STRAIGHT
MK-6	2	#7	1'-0"	STRAIGHT

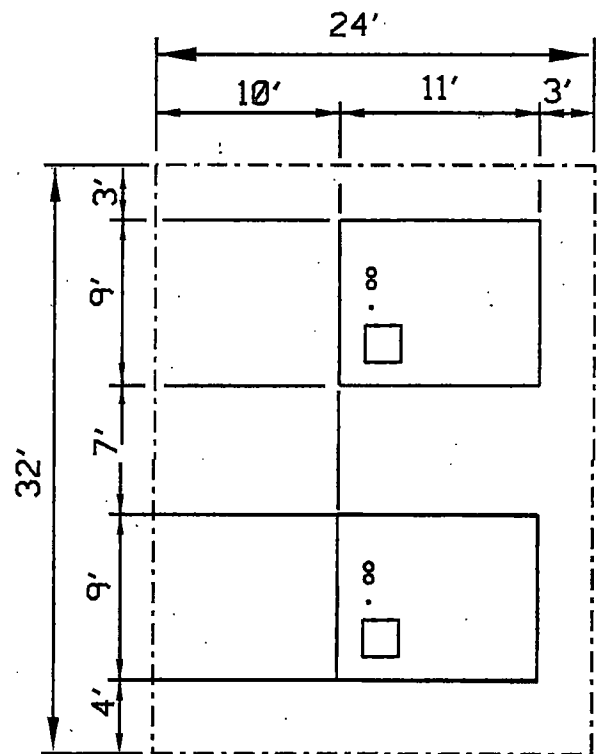
MATERIAL ESTIMATE PER FOUNDATION	
DESCRIPTION	QUANTITY
REINFORCING STEEL #7	636 LBS
CONCRETE (5 SACK)	5 1/2 CU. YDS.
TYPE EB OR BETTER PVC CONDUIT, 90 DEG, 60" R	2
2" PVC CONDUIT	5 FT



CONCRETE ENCASEMENT TO BE POURED NO HIGHER THAN BOTTOM OF PAD

NOTES:

- CONCRETE SHALL BE IN ACCORDANCE WITH CNP SPECIFICATION 007-221-01, LATEST REVISION (MINIMUM COMPRESSION IN 28 DAYS, 3000 PSI).
- REINFORCING STEEL SHALL BE INTERMEDIATE GRADE DEFORMED BARS IN ACCORDANCE WITH A.S.T.M. SPECIFICATION A-615, GRADE 60, OR BETTER.
- ALL SPLICES IN REINFORCING SHALL LAP A LENGTH EQUAL TO 24 BAR DIAMETERS.
- ALL DIMENSIONS ON REINFORCING ARE TO THE CENTER OF BARS.
- CONCRETE SHALL BE THOROUGHLY WORKED AROUND REINFORCING, ANY EMBEDDED FIXTURES AND INTO ALL CORNERS OF FORMS.
- IF REQUIRED, GROUT SHALL BE A MIXTURE OF 1 PART CEMENT TO 2 PARTS SAND WITH ENOUGH WATER TO PRODUCE A WORKABLE MIXTURE.
- CONCRETE IS TO BE POURED ONLY WHEN THE ATMOSPHERIC TEMPERATURE IS A MINIMUM 40° F. (5° C.) AND RISING.
- STRIP BACK ALL VEGETATION AND APPROXIMATELY 12" OF TOP SOIL, REMOVE ALL LOOSE CLODS AND STONES, BACKFILL AND THOROUGHLY COMPACT ALL CONDUIT TRENCHES AND HOLES BEFORE CONCRETE IS PLACED.
- REINFORCING SHALL HAVE A MINIMUM OF 2 1/2" CONCRETE COVER.
- SLOPE PAD 1" FRONT TO BACK.
- THE SQUARE OPENING IS FOR THE CUSTOMER'S SECONDARY CONDUITS.
- CNP WILL NOT ALLOW OTHER FACILITIES TO PASS BENEATH ITS EQUIPMENT PADS. A ONE FOOT MINIMUM HORIZONTAL CLEARANCE SHALL BE MAINTAINED BETWEEN CNP PADS AND ALL OTHER FACILITIES.
- THE SECONDARY OPENING IS TO BE BACKFILLED WITH SAND TO WITHIN 4" OF THE TOP OF THE PAD.



MINIMUM EASEMENT REQUIREMENTS

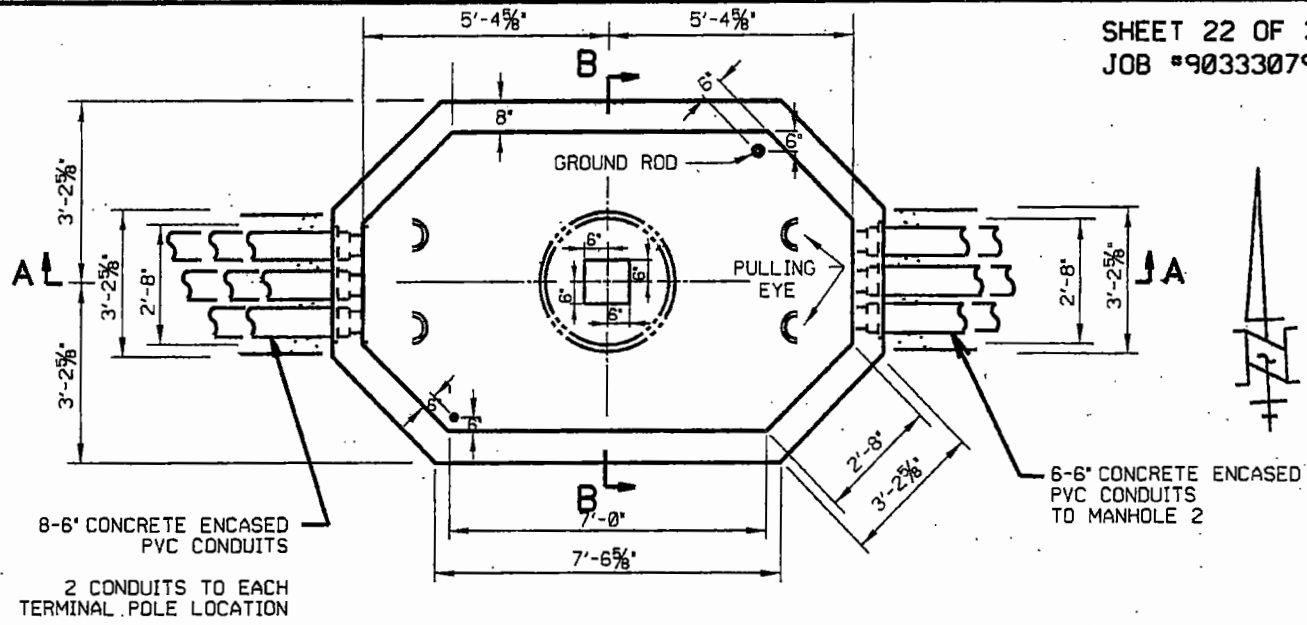
EQUIPMENT
WEIGHT 43,000 LBS
MAXIMUM

PAD LOCATIONS 2A & 2B

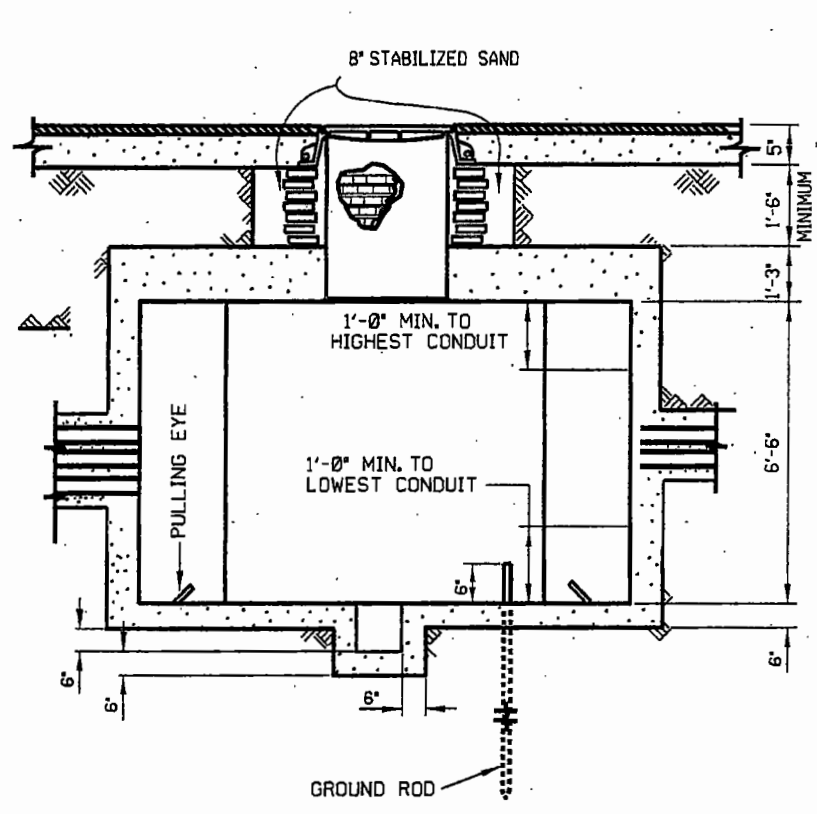
500-5000 KVA PMT
FOUNDATION, 12KV & 35KV

BASED ON DISTRIBUTION STANDARD 80-400

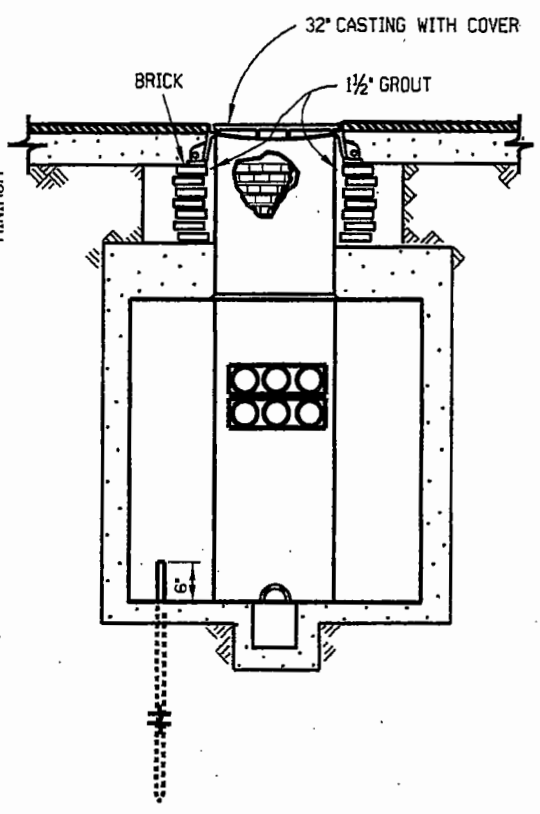
982677/100102



PLAN VIEW



SECTION A-A



SECTION B-B

- NOTES:
1. CNP RECOMMENDS THE INSTALLATION OF THE REQUIRED DUCTBELL TERMINATORS BY THE MANHOLE SUPPLIER ON ALL PRECAST MANHOLES.
 2. MANHOLES ARE TO BE PLACED ON A MINIMUM OF SIX (6) INCH LEVELED BASE OF SAND OR CRUSHED ROCK TO INSURE UNIFORM DISTRIBUTION OF SOIL PRESSURE ON THE FLOOR.
 3. CNP MUST INSPECT THIS REQUIREMENT PRIOR TO THE INSTALLATION OF THE MANHOLE INSIDE THE EXPOSED PIT.
 4. THE USE OF PRECAST NECKS IS NOT APPROVED.

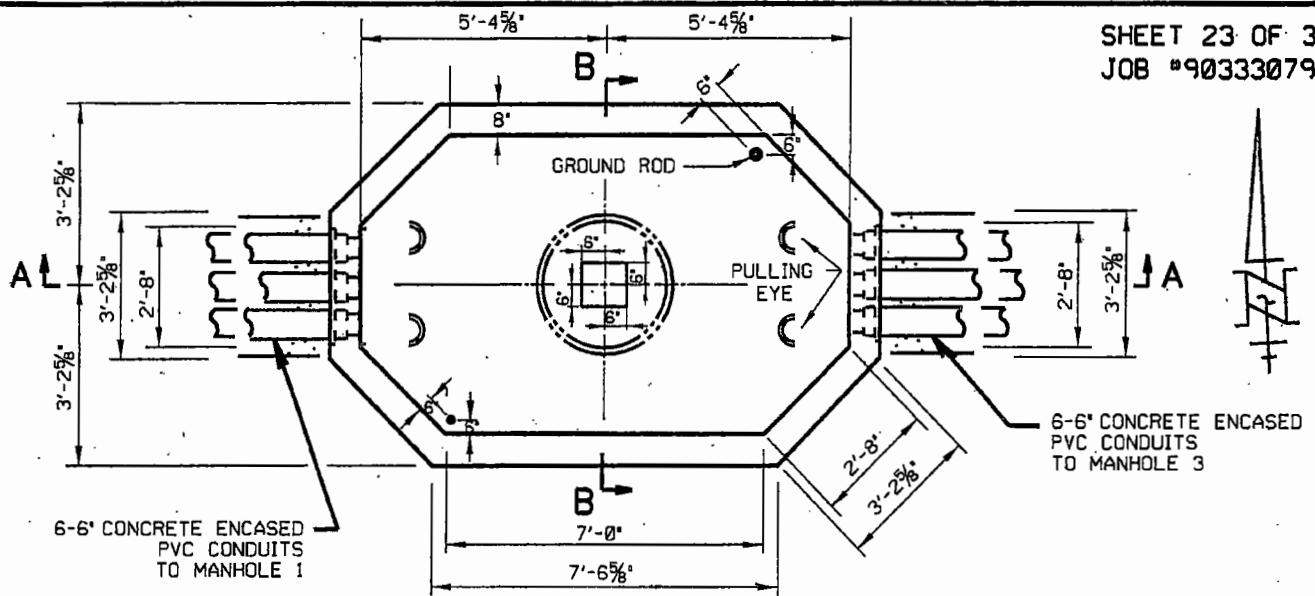
MH#1

(PRECAST)
SMALL TWO WAY MANHOLE
12KV & 35KV

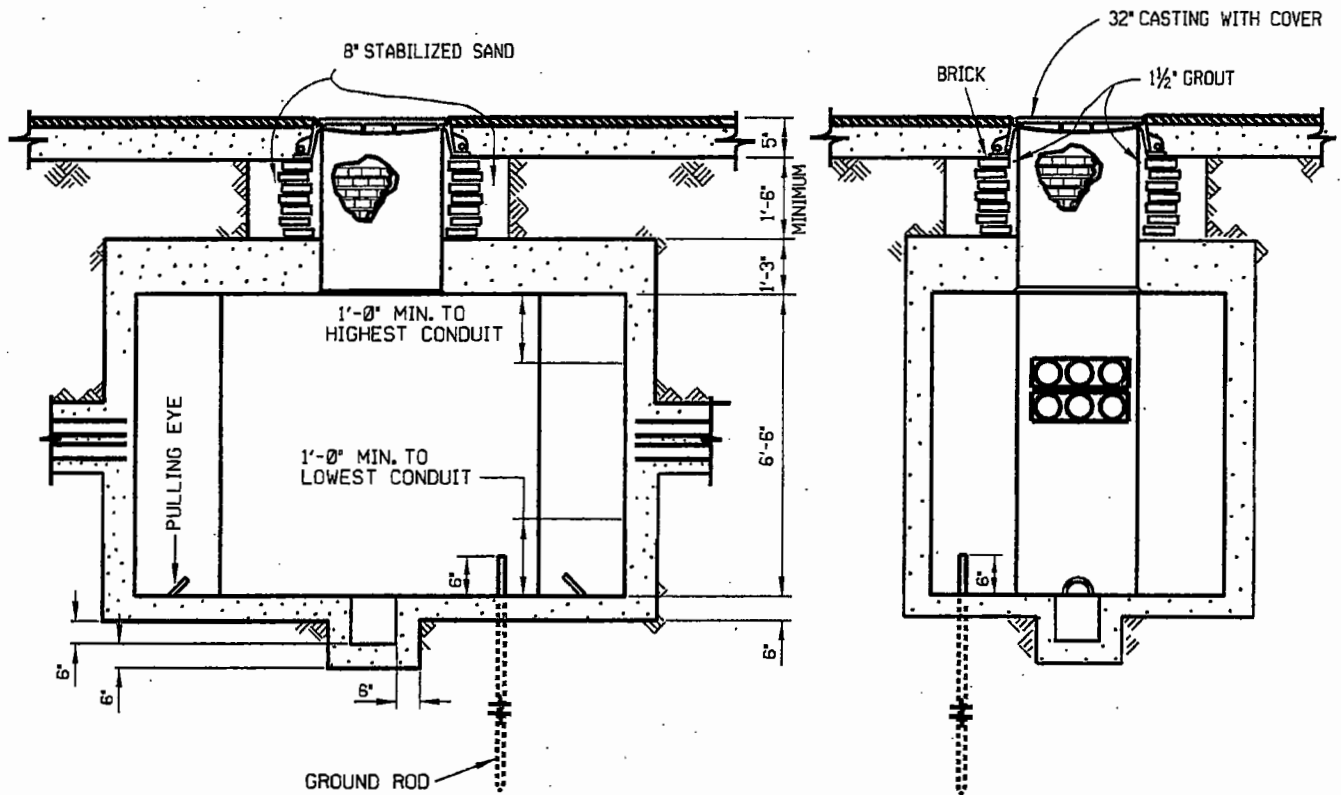
BASED ON DISTRIBUTION STANDARD MHB00

082677/100102

SHEET 23 OF 30
JOB #90333079



PLAN VIEW



SECTION A-A

SECTION B-B

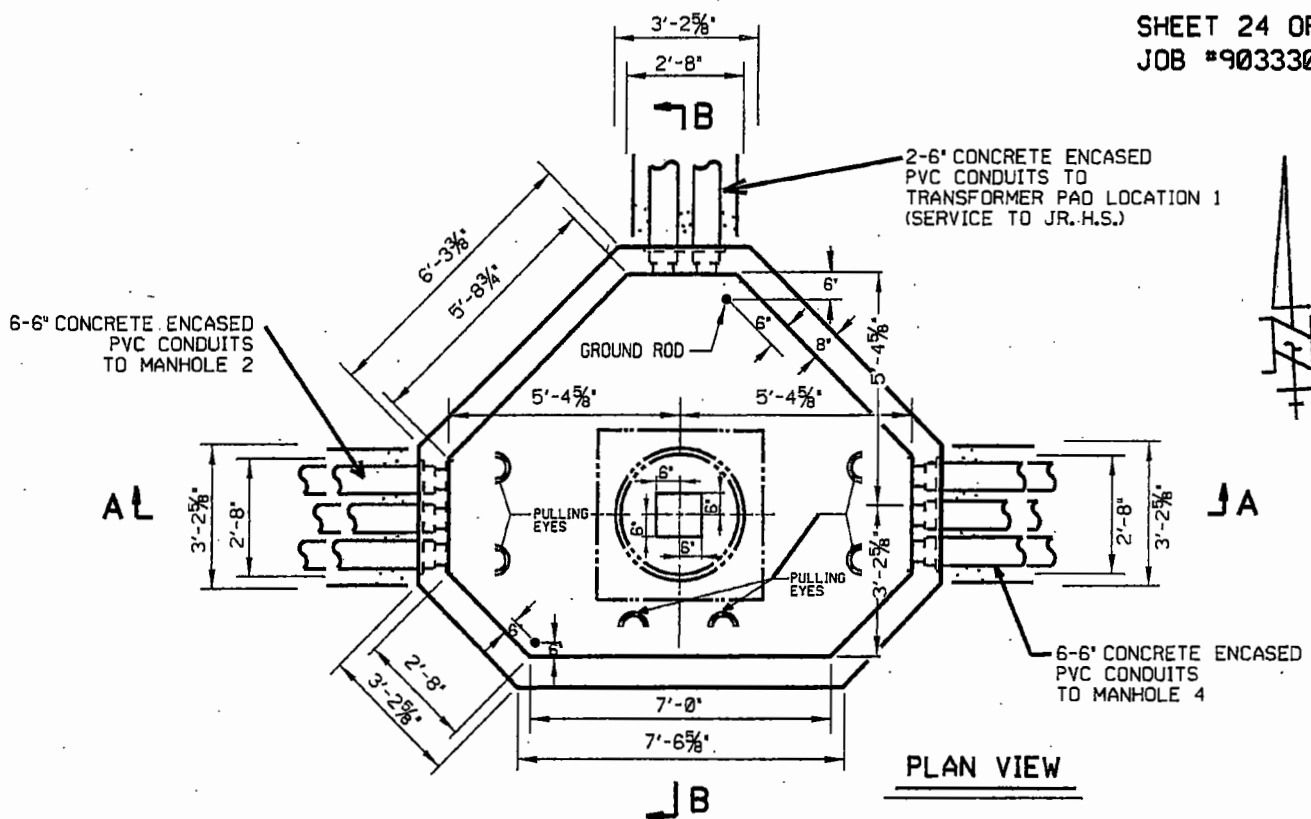
NOTES:

1. CNP RECOMMENDS THE INSTALLATION OF THE REQUIRED DUCTBELL TERMINATORS BY THE MANHOLE SUPPLIER ON ALL PRECAST MANHOLES.
2. MANHOLES ARE TO BE PLACED ON A MINIMUM OF SIX (6) INCH LEVELED BASE OF SAND OR CRUSHED ROCK TO INSURE UNIFORM DISTRIBUTION OF SOIL PRESSURE ON THE FLOOR.
3. CNP MUST INSPECT THIS REQUIREMENT PRIOR TO THE INSTALLATION OF THE MANHOLE INSIDE THE EXPOSED PIT.
4. THE USE OF PRECAST NECKS IS NOT APPROVED.

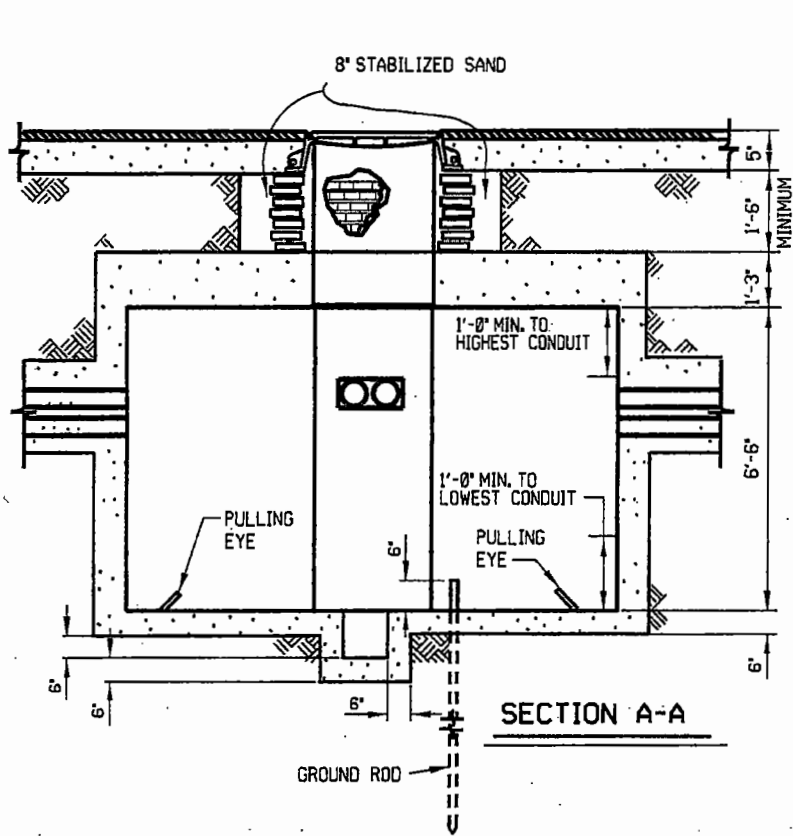
MH#2

(PRECAST)
SMALL TWO WAY MANHOLE
12KV & 35KV

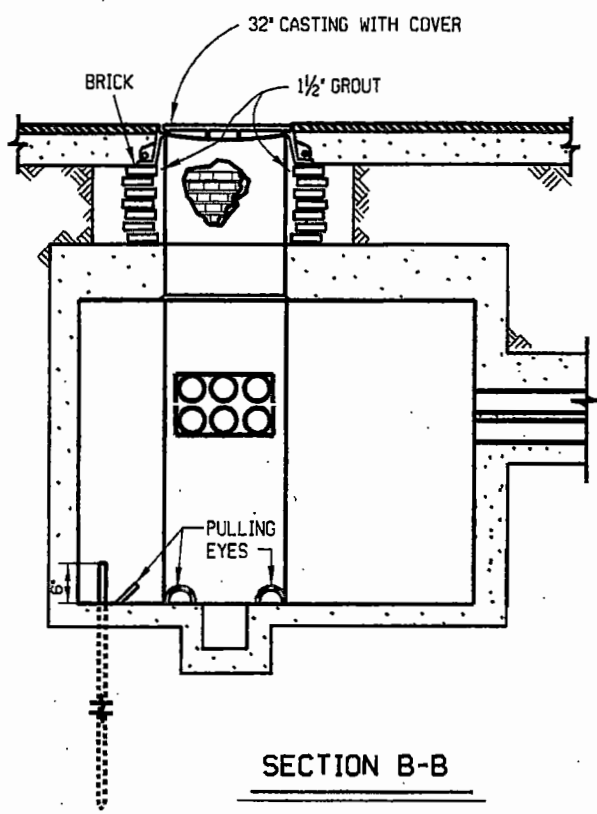
BASED ON DISTRIBUTION STANDARD MHB00



PLAN VIEW



SECTION A-A



SECTION B-B

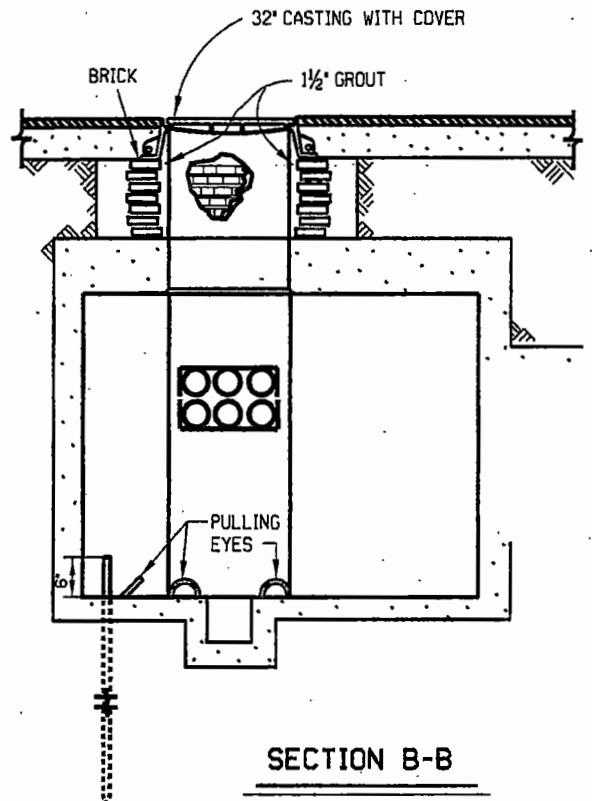
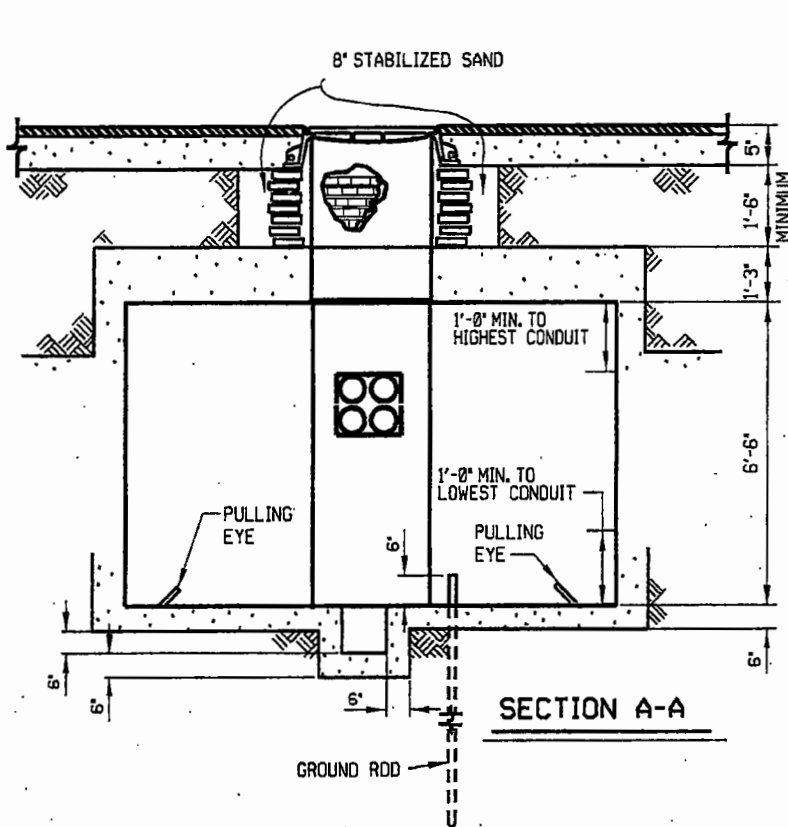
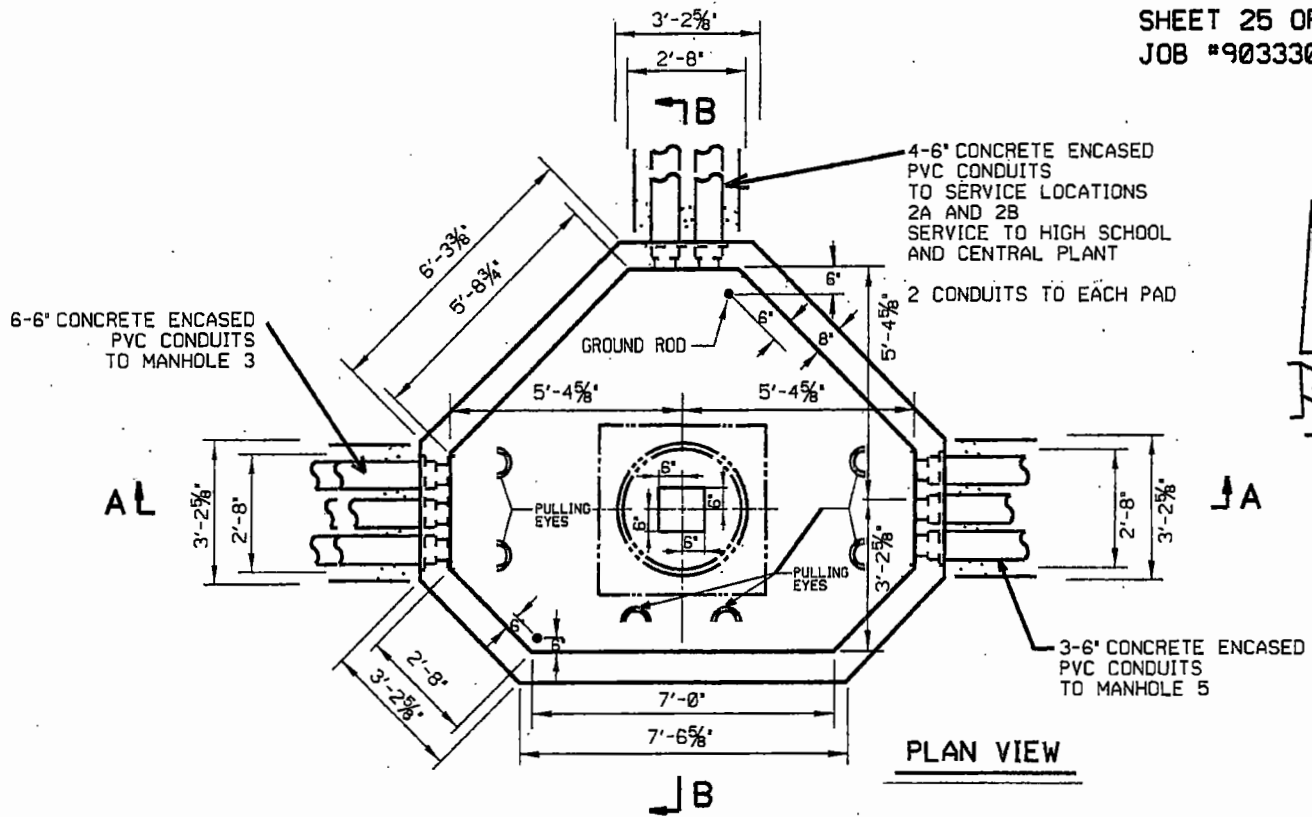
NOTES:

1. CNP RECOMMENDS THE INSTALLATION OF THE REQUIRED DUCTBELL TERMINATORS BY THE MANHOLE SUPPLIER ON ALL PRECAST MANHOLES.
2. MANHOLES ARE TO BE PLACED ON A MINIMUM OF SIX (6) INCH LEVELLED BASE OF SAND OR CRUSHED ROCK TO INSURE UNIFORM DISTRIBUTION OF SOIL PRESSURE ON THE FLOOR.
3. CNP MUST INSPECT THIS REQUIREMENT PRIOR TO THE INSTALLATION OF THE MANHOLE INSIDE THE EXPOSED PIT.
4. THE USE OF PRECAST NECKS IS NOT APPROVED.

MH#3
(PRECAST)

SMALL THREE WAY MANHOLE
12KV & 35KV

BASED ON DISTRIBUTION STANDARD MHC00



NOTES:

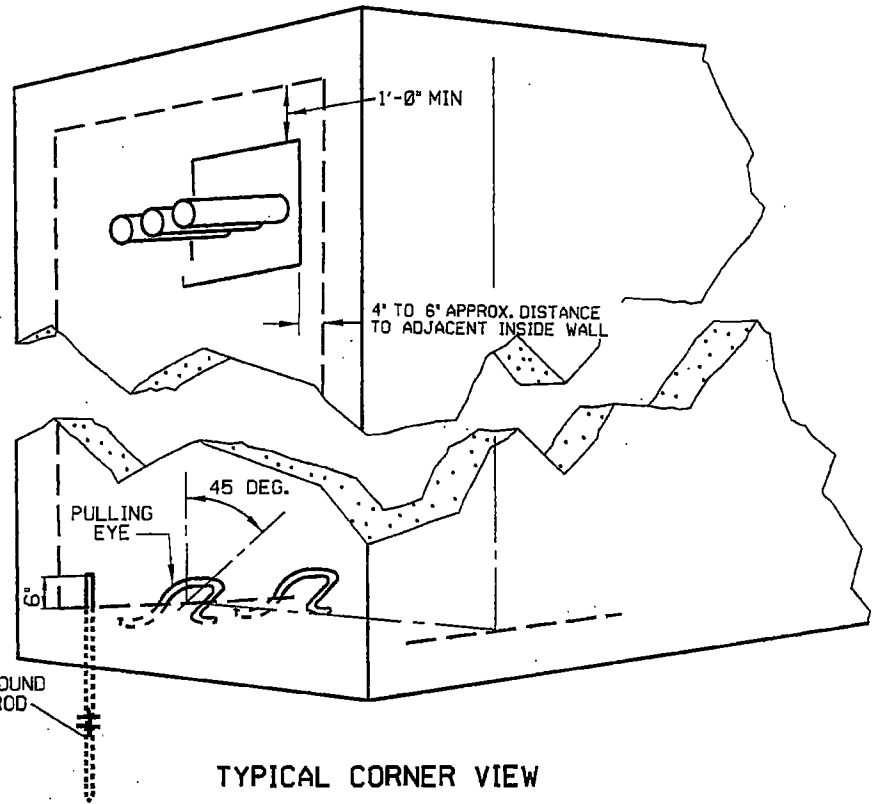
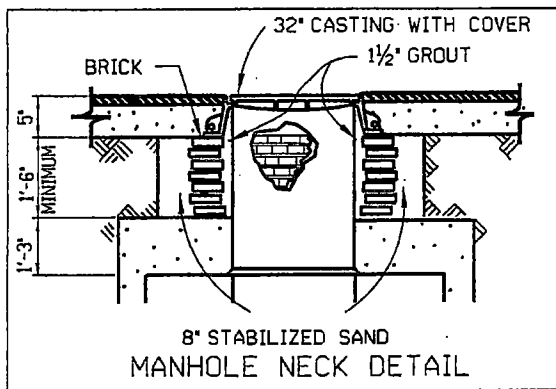
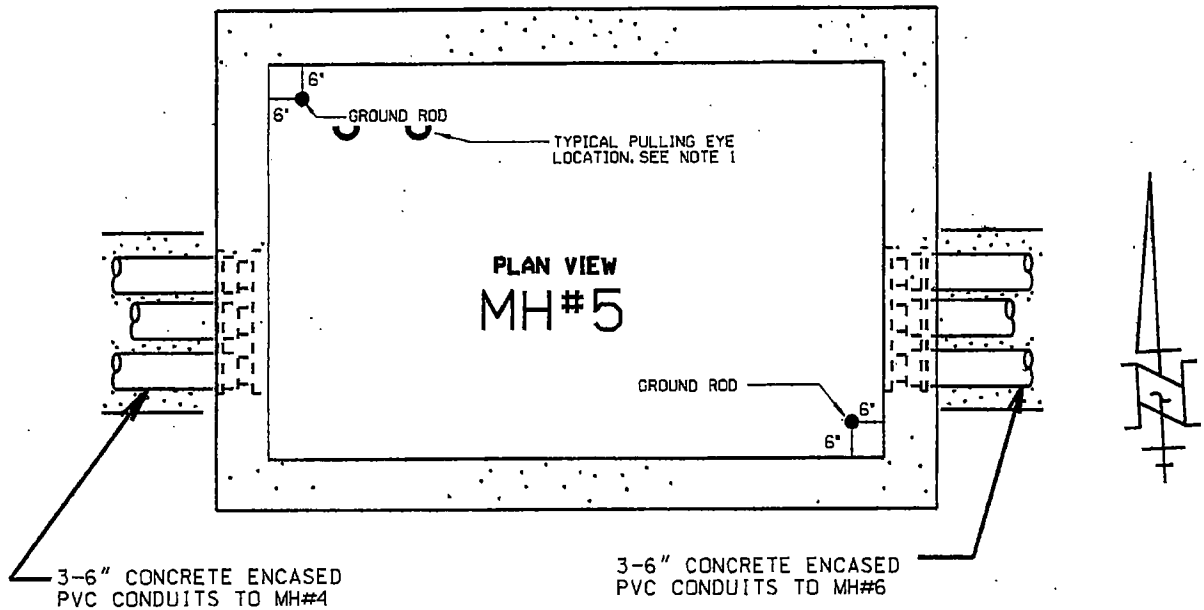
1. CNP RECOMMENDS THE INSTALLATION OF THE REQUIRED DUCTBELL TERMINATORS BY THE MANHOLE SUPPLIER ON ALL PRECAST MANHOLES.
2. MANHOLES ARE TO BE PLACED ON A MINIMUM OF SIX (6) INCH LEVELLED BASE OF SAND OR CRUSHED ROCK TO INSURE UNIFORM DISTRIBUTION OF SOIL PRESSURE ON THE FLOOR.
3. CNP MUST INSPECT THIS REQUIREMENT PRIOR TO THE INSTALLATION OF THE MANHOLE INSIDE THE EXPOSED PIT.
4. THE USE OF PRECAST NECKS IS NOT APPROVED.

MH#4

(PRECAST)

SMALL THREE WAY MANHOLE
12KV & 35KV

BASED ON DISTRIBUTION STANDARD MHC00



- NOTES:
1. CNP RECOMMENDS THE INSTALLATION OF THE REQUIRED DUCTBELL TERMINATORS BY THE MANHOLE SUPPLIER ON ALL PRECAST MANHOLES.
 2. MANHOLES ARE TO BE PLACED ON A MINIMUM OF SIX (6) INCH LEVELED BASE OF SAND OR CRUSHED ROCK TO INSURE UNIFORM DISTRIBUTION OF SOIL PRESSURE ON THE FLOOR.
 3. CNP MUST INSPECT THIS REQUIREMENT PRIOR TO THE INSTALLATION OF THE MANHOLE INSIDE THE EXPOSED PIT.
 4. THE USE OF PRECAST NECKS IS NOT APPROVED.

TYPICAL CORNER VIEW

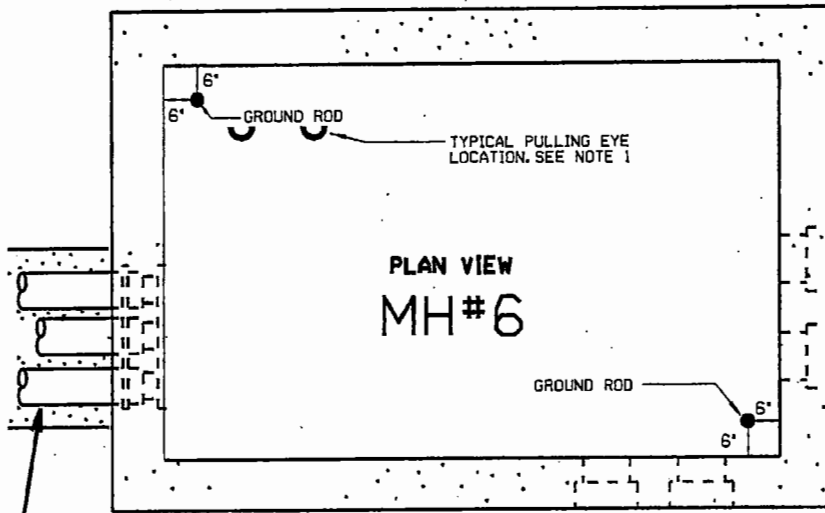
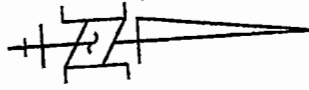
MH#5

(PRECAST)

5' X 8' MANHOLE

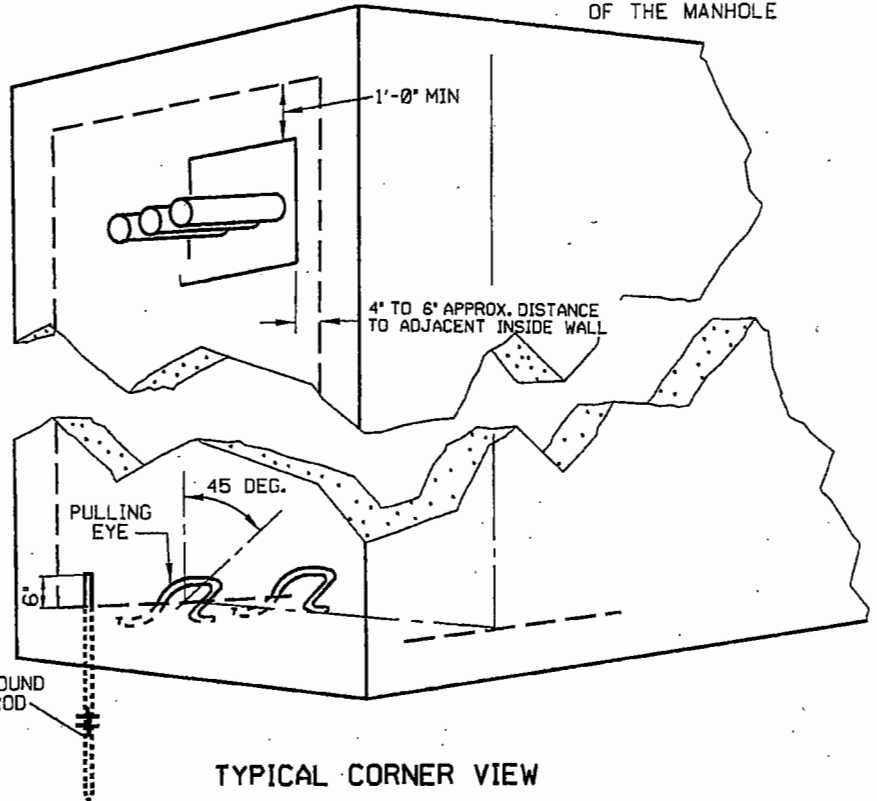
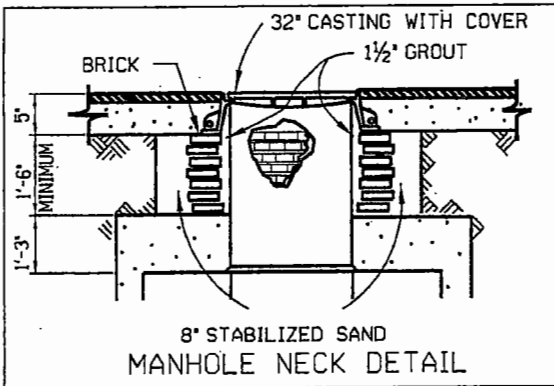
12 & 35KV

BASED ON DISTRIBUTION STANDARD MHA00



3-6" CONCRETE ENCASED
PVC CONDUITS TO MH#5

INSTALL DUCTBELL
TERMINATORS
FOR 2-6" CONDUITS
TO FACILITATE
FUTURE EXTENSION
ON BOTH THE NORTH AND
THE EAST WALLS
OF THE MANHOLE



NOTES:

1. CNP RECOMMENDS THE INSTALLATION OF THE REQUIRED DUCTBELL TERMINATORS BY THE MANHOLE SUPPLIER ON ALL PRECAST MANHOLES.
2. MANHOLES ARE TO BE PLACED ON A MINIMUM OF SIX (6) INCH LEVELED BASE OF SAND OR CRUSHED ROCK TO INSURE UNIFORM DISTRIBUTION OF SOIL PRESSURE ON THE FLOOR.
3. CNP MUST INSPECT THIS REQUIREMENT PRIOR TO THE INSTALLATION OF THE MANHOLE INSIDE THE EXPOSED PIT.
4. THE USE OF PRECAST NECKS IS NOT APPROVED.

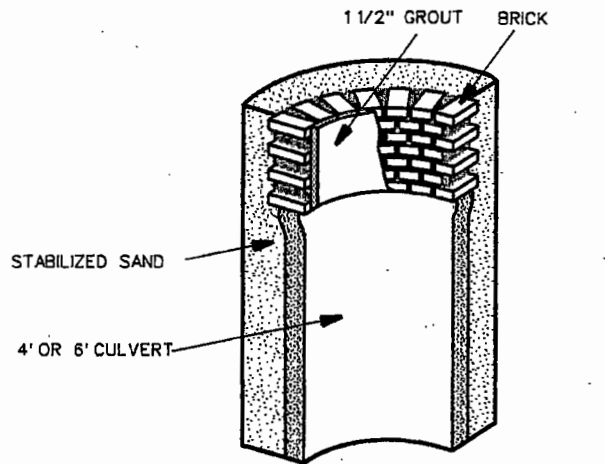
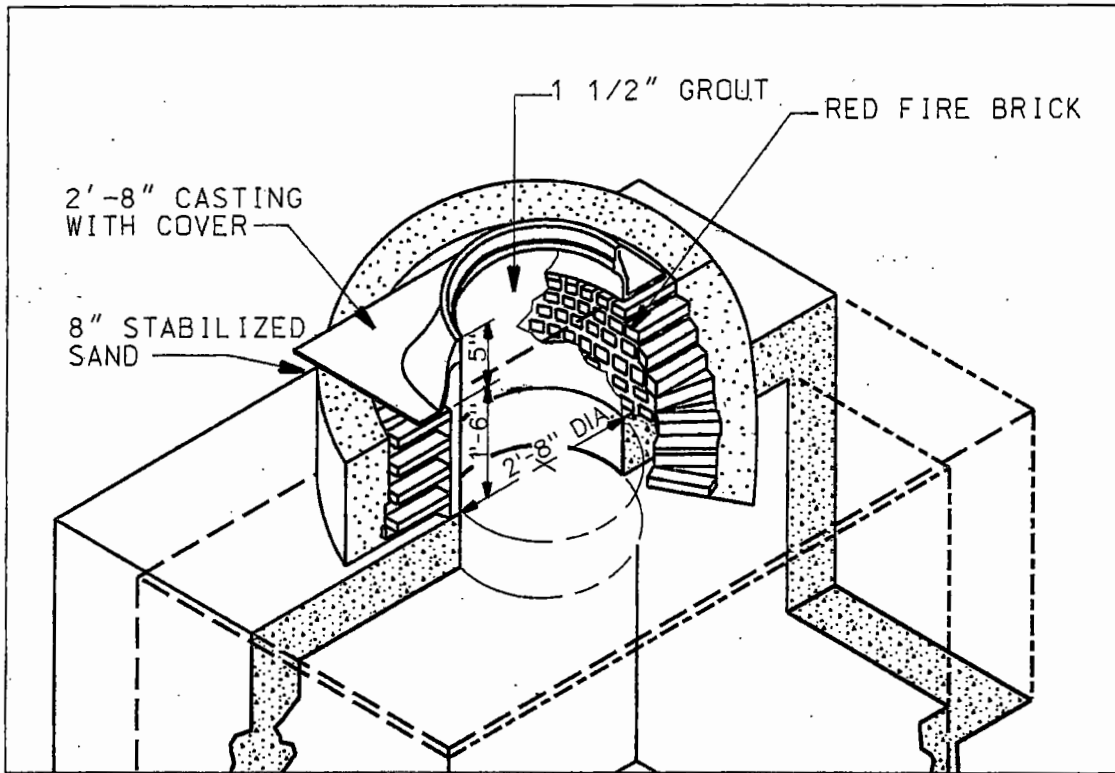
TYPICAL CORNER VIEW

MH#6

(PRECAST)
5' X 8' MANHOLE
12 & 35KV

BASED ON DISTRIBUTION STANDARD MHA00

MANHOLE NECK DETAIL



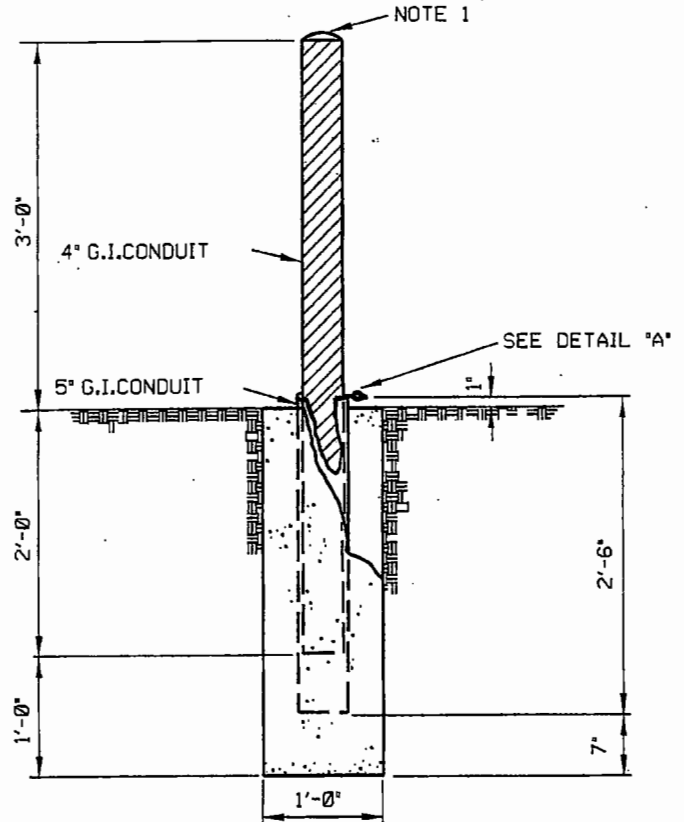
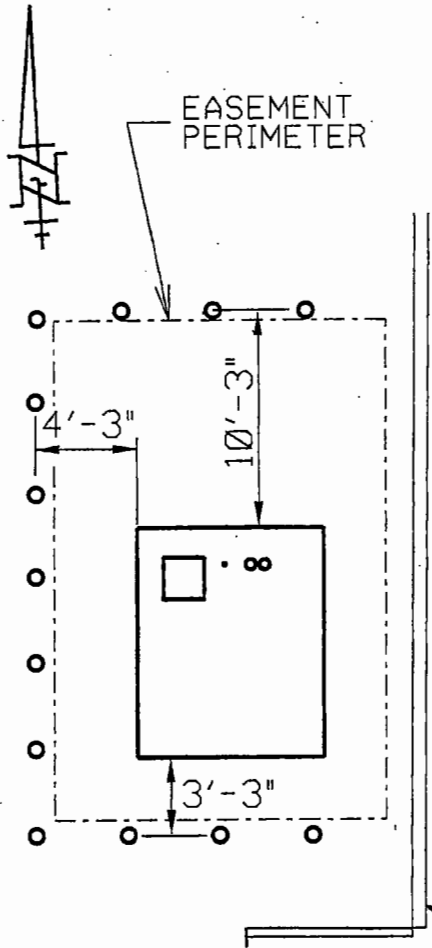
EXTENDED HEIGHT NECK DETAIL

MANHOLE NECK NOTES:

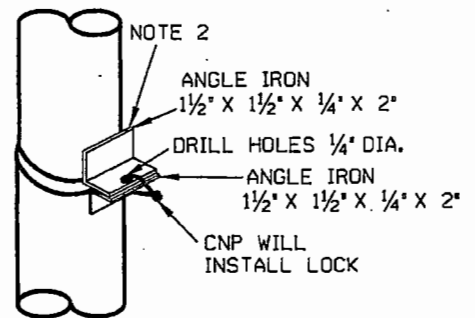
1. MANHOLE NECK MUST BE INSPECTED BY CNP PRIOR TO BACKFILLING THE MANHOLE PIT.
2. MANHOLE CASTING MUST BE CENTERED ON MANHOLE OPENING.
3. MANHOLE CASTING WITH COVER IS TYPICALLY SUPPLIED BY CNP APPROVED PRECAST MANHOLE VENDOR.
4. MINIMUM 18^o LAYERED RED FIRE BRICK CONSTRUCTION IS REQUIRED FROM MANHOLE CASTING TO TOP OF MANHOLE. 4' OR 6' CULVERT MAY BE USED IN ADDITION TO RED FIRE BRICK ASSEMBLY WHERE MANHOLE COVER IS 5' OR GREATER (REFERENCE EXTENDED HEIGHT NECK DETAIL).
5. RED FIRE BRICK ARE TO BE INSTALLED RADIALLY OUTWARD AS SHOWN ON MANHOLE NECK DETAIL.
6. RED FIRE BRICK ASSEMBLY MUST BE GROUTED USING STANDARD 3/8" MASONRY SPACING.
7. INNER PERIMETER OF MANHOLE NECK IS TO BE COATED WITH MINIMUM 1-1/2" THICKNESS OF GROUT, FASHIONED SUCH THAT THERE ARE NO LEDGES FROM THE CASTING TO THE TOP OF THE MANHOLE.
8. NO PRECAST RINGS ALLOWED.

(PRECAST)
MANHOLE NECK DETAIL
12 & 35KV

BASED ON DISTRIBUTION STANDARD MHA00



**PROTECTIVE BARRIER
(REMOVABLE)**



DETAIL 'A'

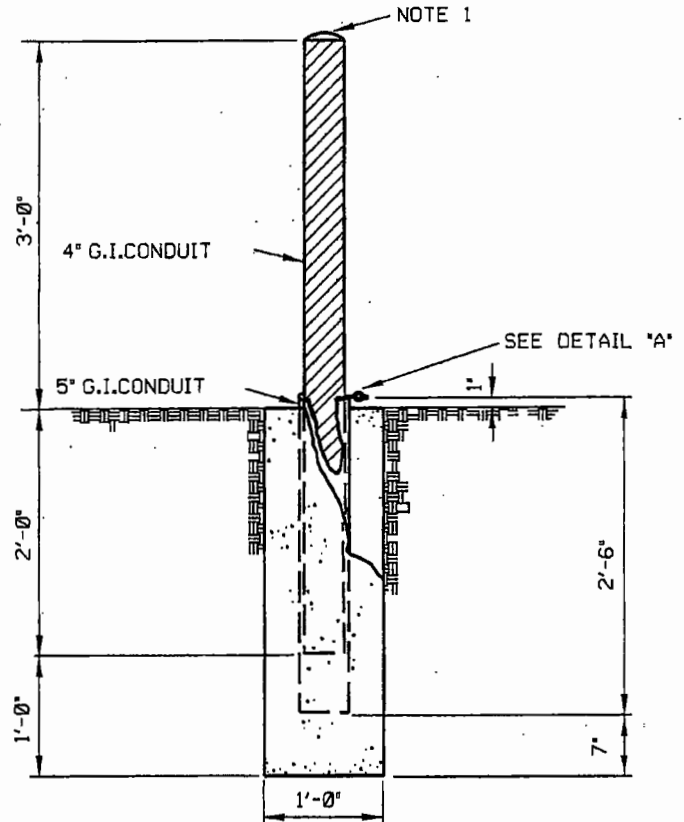
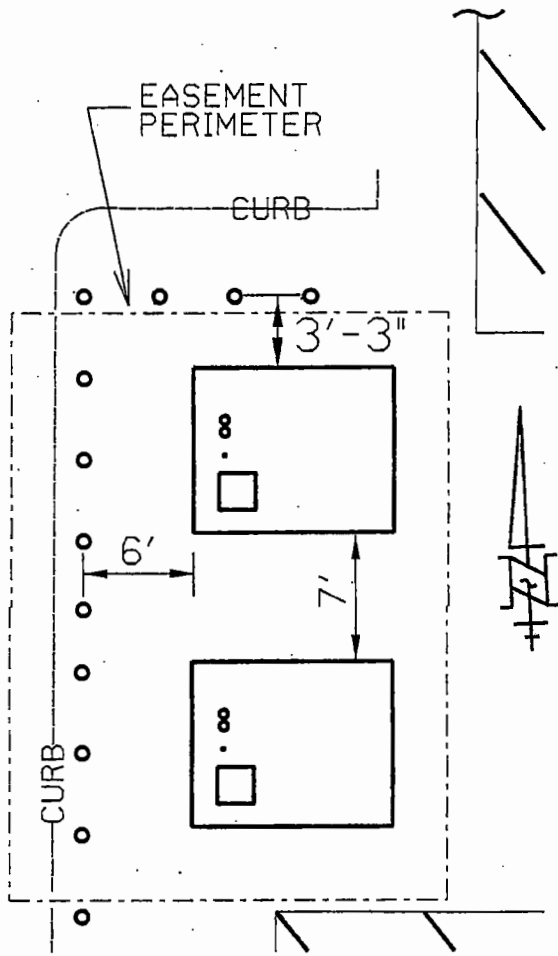
INSTALL THIRTEEN (13)
REMOVABLE POST BARRIERS
ON APPROXIMATELY
4 FOOT CENTERS
SERVICE LOCATION 1)

NOTES:

1. 4" G.I. CONDUIT TO BE FILLED WITH CONCRETE.
2. ANGLE TO BE WELDED TO G.I. CONDUIT.
ALL EXPOSED METAL TO BE PAINTED WITH GALVANDX PAINT.
3. SEAL GAP BETWEEN CONDUITS WITH DUCT SEAL FOR WATER TIGHT FIT.
4. USE 5" PLUG TO PREVENT CONCRETE FROM COMING UP 5" G.I. CONDUIT.

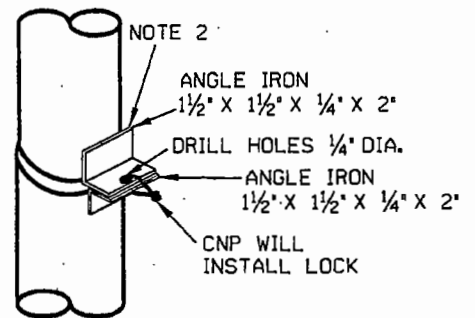
**PROTECTIVE BARRIER
(REMOVABLE)**

BASED ON DISTRIBUTION STANDARD 80-950



**PROTECTIVE BARRIER
(REMOVABLE)**

INSTALL TWELVE (12)
REMOVABLE POST BARRIERS
ON APPROXIMATELY
4 FOOT CENTERS
(SERVICE LOCATION 2A & 2B)



DETAIL 'A'

NOTES:

1. 4" G.I. CONDUIT TO BE FILLED WITH CONCRETE.
2. ANGLE TO BE WELDED TO G.I. CONDUIT.
ALL EXPOSED METAL TO BE PAINTED WITH GALVANOX PAINT.
3. SEAL GAP BETWEEN CONDUITS WITH DUCT SEAL FOR WATER TIGHT FIT.
4. USE 5" PLUG TO PREVENT CONCRETE FROM COMING UP 5" G.I. CONDUIT.

**PROTECTIVE BARRIER
(REMOVABLE)**

BASED ON DISTRIBUTION STANDARD 80-950

**CONSIDER APPROVAL OF DEDUCTIVE CHANGE ORDER #1 AND FINAL
PAYMENT FOR THE COOLER/FREEZER REPLACEMENTS**

RECOMMENDATION:

That the Board of Trustees approve the deductive change order #1 in the amount of \$33,825.04 and final payment of \$52,158.75 to Bass Construction for the replacement of the cooler/freezers at eight (8) elementary schools and authorize the Board President to sign the change order.

IMPACT/RATIONALE:

Bass Construction was the contractor for the construction of the replacement of the cooler/freezers. Substantial completion was achieved on August 12, 2019. Funding is from the 2017 Bond.

PROGRAM DESCRIPTION:

Upon approval, the Board President will sign the change order and Bass Construction will be paid 100 percent for the replacement of the cooler/freezers.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



AIA®

Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Lamar-Walk-In Cooler/Freezer
Replacements-Multi-Campuses

CONTRACT INFORMATION:
Contract For: General Construction
1825-03-01
Date: April 18, 2019

CHANGE ORDER INFORMATION:
Change Order Number: 001

Date: September 30, 2019

OWNER: *(Name and address)*
Lamar Consolidated Independent
School District
3911 Avenue I
Rosenberg, Texas 77471

ARCHITECT: *(Name and address)*
Huckabee & Associates
1800 Hughes Landing Blvd., Suite
701
The Woodlands, Texas 77380

CONTRACTOR: *(Name and address)*
Bass Construction
1124 Damon Street
Rosenberg, Texas 77471

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Final Deductive Change Order

The original Contract Sum was	\$	1,077,000.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	1,077,000.00
The Contract Sum will be decreased by this Change Order in the amount of	\$	33,825.04
The new Contract Sum including this Change Order will be	\$	1,043,174.96

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be August 2, 2019

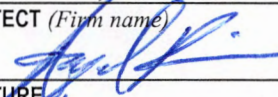
NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

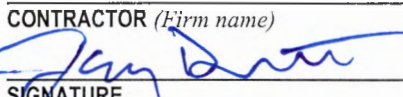
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Huckabee & Associates
1800 Hughes Landing Blvd., Suite
701
The Woodlands, Texas 77380

Bass Construction
1124 Damon Street
Rosenberg, Texas 77471

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

ARCHITECT *(Firm name)*

SIGNATURE
PRINTED NAME AND TITLE
Angel Rivera-AP
DATE
10.2.19

CONTRACTOR *(Firm name)*

SIGNATURE
PRINTED NAME AND TITLE
SAM DURRETT P.M.
DATE
10.03.2019

OWNER *(Firm name)*

SIGNATURE
PRINTED NAME AND TITLE

DATE

Application and Certificate for Payment

TO OWNER: Lamar Consolidated Independent School District
 3911 Avenue I
 Rosenberg, TX 77471

PROJECT: Lamar C.I.S.D. Walk-In Cooler / Freezer Replacements
 Various Locations

APPLICATION NO: 19-005 006
PERIOD TO: October 31, 2019

FROM: Bass Construction Co., Inc
 1124 Damon St
 Rosenberg, TX 77471

VIA ARCHITECT: Huckabee, Inc.
 1800 Hughes Landing Blvd.
 Suite 701
 The Woodlands, TX 77380

CONTRACTOR: 1124 Damon St
 Rosenberg, TX 77471

CONTRACT FOR: General Construction
CONTRACT DATE: April 18, 2019
PROJECT NOS: 1825-03-01 / 19-005 / CSP#10-2019LN

Distribution to:
 OWNER: X
 ARCHITECT: X
 CONTRACTOR: X
 FIELD:
 OTHER:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 1,077,000.00
2. NET CHANGE BY CHANGE ORDERS \$ -33,825.04
3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 1,043,174.96
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 1,043,174.96
5. RETAINAGE:
 - a. 0 % of Completed Work (Column D + E on G703) \$ 0.00
 - b. 0 % of Stored Material (Column F on G703) \$ 0.00
6. TOTAL EARNED LESS RETAINAGE \$ 1,043,174.96
 (Line 4 Less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 991,016.21
 (Line 6 from prior Certificate)
8. CURRENT PAYMENT DUE \$ 52,158.75
 (Line 3 less Line 6)
9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 0.00
 (Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 0.00	\$ 0.00
Total approved this Month	\$ 0.00	\$ 33,825.04
TOTALS	\$ 0.00	\$ 33,825.04
NET CHANGES by Change Order		\$ -33,825.04

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [Signature] Date: October 03, 2019

State of: TEXAS

County of: FORT BEND

Subscribed and sworn to before me this 3rd day of October, 2019

Notary Public: [Signature]

My Commission expires: December 27, 2022



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 52,158.75
 (Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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 User Notes: (2003522642)

**CONSIDER APPROVAL OF CHANGE ORDER #1 FOR PERMITTING FEES
FOR TAMARRON ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve change order #1 in the amount of \$61,113 to the contract with Drymalla Construction Company for permitting fees paid to the City of Fulshear for Tamarron Elementary School and authorize the Board President to execute the change order document.

IMPACT/RATIONALE:

Permitting fees are normally included in the construction contract. At the time of contract award to Drymalla on March 21st, the City of Fulshear had not yet identified the permit fees required and thus Drymalla could not include them in the construction contract.

The City of Fulshear identified the permitting fees for Tamarron Elementary School on April 26, 2019. In order to expedite the permit process and maintain the construction schedule necessary to complete the project on time, the District authorized Drymalla to pay for the construction permit which was funded out of the Owner's Contingency Allowance.

PROGRAM DESCRIPTION:

Upon approval the contract with Drymalla Construction Company will be increased by \$61,113 for permitting fees for Tamarron Elementary School. This will be funded out of the 2014 Bond.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Tamarron Elementary School 29616 Rileys Ridge Katy, TX 77471	CONTRACT INFORMATION: Contract For: General Construction Date: March 21, 2019	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: October 17, 2019
OWNER: <i>(Name and address)</i> Lamar Consolidated Independent School District 3911 Avenue I Rosenberg, TX 77471	ARCHITECT: <i>(Name and address)</i> VLK Architects 20445 TX – 249, Suite 350 Houston, TX 77070	CONTRACTOR: <i>(Name and address)</i> Drymalla Construction 608 Harbert Street Columbus, TX 78934

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Additional fees were incurred by the City of Fulshear for Permitting.

The original Contract Sum was	\$ 20,430,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 20,430,000.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 61,113.00
The new Contract Sum including this Change Order will be	\$ 20,491,113.00

The Contract Time will be unchanged by Zero (0) days.

The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

VLK Architects, Inc.	Drymalla Construction	Lamar Consolidated Independent School District
_____ ARCHITECT <i>(Firm name)</i>	_____ CONTRACTOR <i>(Firm name)</i>	_____ OWNER <i>(Firm name)</i>
_____ SIGNATURE	_____ SIGNATURE	_____ SIGNATURE
_____ PRINTED NAME AND TITLE	_____ PRINTED NAME AND TITLE	_____ PRINTED NAME AND TITLE
_____ DATE	_____ DATE	_____ DATE

**CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR
JANE LONG HISTORIC GYM RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Terracon for the geotechnical study for Jane Long historic gym renovations in the amount of \$3,350 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Geotechnical engineering services are a professional service that the District must contract directly. Terracon has performed many studies in this area for other projects at Jane Long Elementary School. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design and renovation of Jane Long historic gym renovations.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



July 10, 2019

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

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

Re: Cost Estimate for Geotechnical Engineering Services
Jane Long Gym Renovation – New Driveway
412 South 9th Street
Richmond, Texas
Terracon Document No. P92195345

Dear Mr. McKeever:

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

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

Our base fee to perform the scope of services described in this cost estimate is **\$2,950**. See **Exhibit C** for more details of our fees and consideration of additional services.

Cost Estimate for Geotechnical Engineering Services

Jane Long Gym Renovation – New Driveway ■ Richmond, Texas

July 10, 2019 ■ Terracon Document No. P92195345



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

Sincerely,

Terracon Consultants, Inc.

(Texas Registration No. F-3272)

A handwritten signature in blue ink that reads "Gabriela S. Aguilar".

Gabriela S. Aguilar

Staff Geotechnical Professional

A handwritten signature in blue ink that reads "Kierstyn M. Burrell".

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

A handwritten signature in blue ink that reads "Brian C. Ridley".

Brian C. Ridley, P.E.

Senior Project Manager

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated Independent School District (“Client”) and Terracon Consultants, Inc. (“Consultant”) for Services to be provided by Consultant for Client on the Jane Long Gym Renovation – New Driveway project (“Project”), as described in Consultant’s Proposal dated 07/10/2019 (“Proposal”), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant’s services is described in the Proposal, including but not limited to the Scope of Services section (“Services”), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors’ behalf. Consultant’s Services do not include the investigation or detection of, nor do recommendations in Consultant’s reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant’s findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client’s request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client’s review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant’s current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client’s sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant’s reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT’S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000 OR CONSULTANT’S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT’S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT’S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant’s Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant’s substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT’S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

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

Consultant: **Terracon Consultants, Inc.**
By:  Date: **7/10/2019**
Name/Title: **Brian C Ridley, P.E. / Project Manager**
Address: **11555 Clay Rd, Ste 100**
Houston, TX 77043-1239
Phone: **(713) 690-8989** Fax: **(713) 690-8787**
Email: **Brian.Ridley@terracon.com**

Client: **Lamar Consolidated Independent School District**
By: _____ Date: _____
Name/Title: **Kay Danziger - Board President**
Address: **3911 Avenue I**
Rosenberg, TX 77471
Phone: **832-223-0000** Fax: _____
Email: _____

EXHIBIT A - PROJECT UNDERSTANDING

Our scope of work is based on our understanding of the project as described to us by VLK Architects (VLK). We have not visited the project site to confirm the information provided. Aspects of the project that are undefined or assumed are highlighted as shown below. We request the design team provide input to verify this information prior to our initiation of field exploration activities.

Site Information

Item	Description
Project location	The project site is within the existing Jane Long Historic Gym campus located at 412 South 9 th Street in Richmond, Texas.
Existing improvements	Based on available aerial photographs, the site is currently occupied by a single-story building and associated parking and driveway areas.
Current ground cover	Grass, scattered trees, and concrete and asphaltic concrete pavements.
Existing topography	Relatively level.
Site access	We expect the site and exploration locations are accessible with truck-mounted drilling equipment during normal business hours.

Planned Construction

Item	Description
Proposed improvements	A new driveway located west of the existing gym.
Anticipated traffic	We anticipate that the traffic is planned to consist primarily of lightly loaded passenger vehicles with garbage and delivery trucks from time-to-time.

EXHIBIT B - SCOPE OF SERVICES

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

Field Exploration

The field exploration program consists of the following:

Number of Borings	Planned Boring Depth (feet) ¹	Planned Location
2	5 feet	New driveway areas

1. Below existing grade.

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

Subsurface Exploration Procedures: We advance soil borings with truck-mounted drilling equipment using continuous flight augers (solid stem). Three samples are obtained in the upper 5 feet of each boring. Soil sampling is typically performed using open tubes and/or Standard Penetration Tests. The samples are placed in appropriate containers, taken to our soil laboratory for testing, and classified by a geotechnical engineer. In addition, we observe and record groundwater levels during drilling and sampling.

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

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

Cost Estimate for Geotechnical Engineering Services

Jane Long Gym Renovation – New Driveway ■ Richmond, Texas

July 10, 2019 ■ Terracon Document No. P92195345



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

Safety

Terracon is currently not aware of any environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our scope of services does not include any level of environmental site assessment services, but identification of unusual or unnatural materials encountered while drilling will be noted on our logs and discussed in our report.

Exploration efforts require borings into the subsurface, therefore Terracon complies with local regulations to request a utility location service through Texas 811. We consult with the owner/client regarding potential utilities, or other unmarked underground hazards. Based upon the results of this consultation, we consider the need for alternative subsurface exploration methods, as the safety of our field crew is a priority.

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

Laboratory Testing

The project engineer reviews field data and assigns various laboratory tests to better understand the engineering properties of various soil strata. Procedural standards noted below are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practices and professional judgement. Standards noted below include reference to other related standards. Such references are not necessarily applicable to describe the specific test performed.

- ASTM D2216 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass
- ASTM D4318 Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
- ASTM D1140 Standard Test Methods for Amount of Materials in Soils Finer than the No. 200 Sieve

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

Engineering and Project Delivery

Results of our field and laboratory programs are evaluated by a professional engineer licensed in the State of Texas. The engineer develops a geotechnical site characterization, performs the engineering calculations necessary to evaluate foundation alternatives, and develops appropriate geotechnical engineering design criteria for earth-related phases of the project.

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

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

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

Cost Estimate for Geotechnical Engineering Services

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minimal uploads and collaboration will be required, because options for design and construction are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

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

The final Geotechnical Engineering report provides recommendations for the following:

- Site and subgrade preparation; and
- Pavement design guidelines.

EXHIBIT C - COMPENSATION AND PROJECT SCHEDULE

Compensation

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

Task	Lump Sum Fee
Subsurface Exploration, Laboratory Testing, Geotechnical Consulting & Reporting	\$2,950

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

Additional Services (see Exhibit B)	Estimated Fees	Initial for Authorization
All-Terrain Vehicle (ATV) ¹	\$400	

1. If the site is wet/soft at the time of drilling and requires the use of all-terrain vehicle (ATV) mounted drilling equipment.

Our scope of services does not include services associated with surveying of boring locations, special equipment for wet ground conditions, tree or shrub clearing, or repair of damage to existing landscape. If such services are desired by the owner/client, we should be notified so we can adjust our scope of services.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Project Engineer billing rate of \$130 per hour will apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical services and will not be incurred without prior approval of the client.

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

Cost Estimate for Geotechnical Engineering Services

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Project Schedule

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

<i>GeoReport</i> Stage	Posting Date from Notice to Proceed ^{1, 2}
Project Planning	5 working days from notice to proceed
Site Characterization	15 working days from notice to proceed
Geotechnical Engineering	20 working days from notice to proceed

1. Upon receipt of your notice to proceed we will activate the schedule component of our *GeoReport* website with specific, anticipated calendar dates for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.
2. We will maintain a current calendar of activities within our *GeoReport* website. In the event of a need to modify the schedule, the schedule will be updated to maintain a current awareness of our plans for delivery.

**CONSIDER APPROVAL OF PROCUREMENT METHOD FOR
LAMAR CONSOLIDATED HIGH SCHOOL, TRAYLOR STADIUM AND
LAMAR JUNIOR HIGH SCHOOL INTERIOR/EXTERIOR
ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees authorize the administration to utilize Construction Manager at Risk as the construction method of procurement with the evaluation criteria for the interior/exterior additions and renovations at Lamar Consolidated High School, Traylor Stadium, and Lamar Junior High School.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

EVALUATION CRITERIA FOR CONSTRUCTION MANAGER AT RISK (CMR)

The Construction Manager-At-Risk (CMR) will be selected via a one-step evaluation process, pursuant to Section 2269 of the Texas Government Code.

Upon receipt of proposals, the Evaluation Team will review and evaluate the proposals based on the following evaluation criteria:

Technical Evaluation: 85% of Score
Pricing Evaluation: 15% of Score

Respondents will be provided a questionnaire within the project scope which will require a structured response and provide focused criteria responses for evaluation committee.

	Evaluation Criteria	Point System
1	Corporate Information – Provide detailed corporate information, such as firm contacts, established years of business; firm’ corporate history; licensed trades; pending litigation, jurisdiction filings, EMR safety record.	5
2	Experience of the Construction Manager (CM)* - Provide personnel information, such as but not limited to, organization charts, assigned personnel resumes, school construction experienced; firm references, regional market experience.	20
3	Financial Strength & Project Audit Procedures - Provide a strong financial response, such as, but not limited to financial statement; general financial information; surety detail; payment bonds detail; bonding capacity detail.	10
4	System approach to Project Management Control Systems* - Description of the firms’ concepts for working in a team relationship with Owner and Architect during design and construction of major projects. Such as, but not limited, to estimating costs; scheduling phase; savings; contingences; input & ideas into design phase improvements, approach to raw material price escalation, warranty program, change order philosophy.	10
5	Subcontractor Performance Bonds &/or Default Insurance* - Provide information regarding policies and policy declarations; methodology; provisions and terms.	5
6	Experience and References – Detailed project Listing for up to (10) ten K12 projects and /or projects in the past 5 years as Construction Manager. Demonstration of examples of the CM “Team Player” relations and remedies, professional service firm references. REFERENCES WILL BE CHECKED.	20
7	Uniqueness & Supplier Diversity – Summary of any unique contribution to LCISD’s building program and goal set for high achievements. Promotes a good faith effort in assisting and educating HUB/MWBE subcontractors.	5
8	Other Prevalent Factors – Profile of past design criteria and submission process for K-12 educational facilities; Recent experience in similar pre-construction services; overall representation of capability to undertake project; Firms’ experience utilizing OCIP; Overall quality, organization, completeness, and accuracy of response binder.	10
9	Price/Cost Submittal – Price proposal form, which shall include CMR Fee, Pre-Construction Costs and Labor Burden Percent	15
10	TOTAL	100 POINTS

****denotes three (3) criteria evaluated during Step 1 to formulate a “Short List” of qualified firms***

The District reserves the right to conduct interviews or other additional evaluation processes that are deemed necessary by the District to assist in a complete and thorough evaluation of the proposals.

An administrative recommendation (based on “Best Value”) will be made to the Board of Trustees at a future Board Meeting based on the Proposer receiving the highest evaluation score.

**CONSIDER APPROVAL OF PROCUREMENT METHOD FOR TERRY HIGH SCHOOL
AND GEORGE JUNIOR HIGH SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

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

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

EVALUATION CRITERIA FOR CONSTRUCTION MANAGER AT RISK (CMR)

The Construction Manager-At-Risk (CMR) will be selected via a one-step evaluation process, pursuant to Section 2269 of the Texas Government Code.

Upon receipt of proposals, the Evaluation Team will review and evaluate the proposals based on the following evaluation criteria:

Technical Evaluation: 85% of Score
Pricing Evaluation: 15% of Score

Respondents will be provided a questionnaire within the project scope which will require a structured response and provide focused criteria responses for evaluation committee.

	Evaluation Criteria	Point System
1	Corporate Information – Provide detailed corporate information, such as firm contacts, established years of business; firm’ corporate history; licensed trades; pending litigation, jurisdiction filings, EMR safety record.	5
2	Experience of the Construction Manager (CM)* - Provide personnel information, such as but not limited to, organization charts, assigned personnel resumes, school construction experienced; firm references, regional market experience.	20
3	Financial Strength & Project Audit Procedures - Provide a strong financial response, such as, but not limited to financial statement; general financial information; surety detail; payment bonds detail; bonding capacity detail.	10
4	System approach to Project Management Control Systems* - Description of the firms’ concepts for working in a team relationship with Owner and Architect during design and construction of major projects. Such as, but not limited, to estimating costs; scheduling phase; savings; contingences; input & ideas into design phase improvements, approach to raw material price escalation, warranty program, change order philosophy.	10
5	Subcontractor Performance Bonds &/or Default Insurance* - Provide information regarding policies and policy declarations; methodology; provisions and terms.	5
6	Experience and References – Detailed project Listing for up to (10) ten K12 projects and /or projects in the past 5 years as Construction Manager. Demonstration of examples of the CM “Team Player” relations and remedies, professional service firm references. REFERENCES WILL BE CHECKED.	20
7	Uniqueness & Supplier Diversity – Summary of any unique contribution to LCISD’s building program and goal set for high achievements. Promotes a good faith effort in assisting and educating HUB/MWBE subcontractors.	5
8	Other Prevalent Factors – Profile of past design criteria and submission process for K-12 educational facilities; Recent experience in similar pre-construction services; overall representation of capability to undertake project; Firms’ experience utilizing OCIP; Overall quality, organization, completeness, and accuracy of response binder.	10
9	Price/Cost Submittal – Price proposal form, which shall include CMR Fee, Pre-Construction Costs and Labor Burden Percent	15
10	TOTAL	100 POINTS

****denotes three (3) criteria evaluated during Step 1 to formulate a "Short List" of qualified firms***

The District reserves the right to conduct interviews or other additional evaluation processes that are deemed necessary by the District to assist in a complete and thorough evaluation of the proposals.

An administrative recommendation (based on “Best Value”) will be made to the Board of Trustees at a future Board Meeting based on the Proposer receiving the highest evaluation score.

**CONSIDER APPROVAL OF HAZARDOUS MATERIALS SURVEYING SERVICES
FOR THE JANE LONG HISTORIC GYM RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for the Jane Long historic gym renovations in the total amount of \$860 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Hazardous materials surveying services is a professional service that the District must contract directly. Prior to construction work on existing facilities, the materials that will be disturbed must be tested to confirm if there are asbestos containing materials or other hazardous materials present. Environmental Solutions, Inc. provides the three-year asbestos inspections under the Asbestos Hazardous Emergency Response Act (AHERA) for all District facilities. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Hazardous materials surveying services will include sampling of existing materials, laboratory testing and will be summarized in a written report. Should hazardous materials be identified, a subsequent process will be initiated to have those materials removed prior to construction.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

September 30, 2019

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

**Re: Proposal for Asbestos Survey
Jane Long Gym
907 Main St., Richmond, Texas
ESI Proposal No. 190930119**

Dear Mr. McKeever:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar CISD Services requested include performing an asbestos survey of the interior and exterior of the Jane Long Gym building located at 907 Main St. in Richmond, Texas. ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 12 to 18 samples, for a total of **\$740 to \$860**.

Asbestos Survey

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations. Due to possible warranty issues and our understanding that exterior materials are to be disturbed, ESI will not be responsible for damage caused by sampling these exterior materials.

Asbestos Sample Analysis: Bulk samples will be submitted to a laboratory of our choice for asbestos composition using Polarized Light Microscopy (PLM) and the *Environmental Protection Agency's Method for the Detection of Asbestos in Bulk Insulation Samples, (EPA 600/R-93 July 1993)*, and the McCrone Research Institute's *The Asbestos Particle Atlas as method references*. The laboratory will be accredited by the NVLAP, participate in the NVLAP Bulk Asbestos Sample Quality Assurance Programs, and licensed by the Texas Department of State Health Services to analyze bulk asbestos samples.

Asbestos Report: ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations regarding asbestos conditions and quantity estimates of confirmed ACMs.

Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 12 to 18 samples, for a total of **\$740 to \$860**.

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. The results of the survey and the survey report must not be used by anyone other than our Client, Lamar CISD, without express written consent from Environmental Solutions, Inc. We must be provided with access of all areas including roofs. ESI will submit invoices monthly, 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 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 two 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. We look forward to working with you. Should you have any questions, or request additional information, please call us at 713-934-9944.

Sincerely,
Environmental Solutions, Inc.

Christopher M. Cox
Project Manager
CMC (190930119 pro)

A C C E P T E D:

Lamar CISD

By: _____

Title: Board President

Date: _____

**CONSIDER APPROVAL OF HAZARDOUS MATERIALS SURVEYING SERVICES
FOR THE ALTERNATIVE LEARNING CENTER ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for the Alternative Learning Center additions and renovations in the total amount of \$1,040 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Hazardous materials surveying services is a professional service that the District must contract directly. Prior to construction work on existing facilities, the materials that will be disturbed must be tested to confirm if there are asbestos containing materials or other hazardous materials present. Environmental Solutions, Inc. provides the three-year asbestos inspections under the Asbestos Hazardous Emergency Response Act (AHERA) for all district facilities. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Hazardous materials surveying services will include sampling of existing materials, laboratory testing and will be summarized in a written report. Should hazardous materials be identified, a subsequent process will be initiated to have those materials removed prior to construction.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

September 30, 2019

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

**Re: Proposal for Asbestos Survey
Alternative Learning Center
1708 Avenue M, Rosenberg, Texas
ESI Proposal No. 190930120**

Dear Mr. McKeever:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services to Lamar CISD Services requested include performing an asbestos survey of the interior and exterior of the Alternative Learning Center building located at 1708 Avenue M in Rosenberg, Texas. ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 21 to 27 samples, for a total of **\$920 to \$1,040**.

Asbestos Survey

Personnel licensed by the Texas Department of State Health Services will review available documentation to determine evidence of suspect Asbestos Containing Materials (ACMs) and/or sampling locations. The Inspector will visually inspect and sample in general accordance with the U.S. Environmental Protection Agency (EPA) Asbestos Hazard Emergency Response Act (AHERA), the Occupational Safety and Health Administration (OSHA), and Texas Department of State Health Services (TDSHS) regulations. Due to possible warranty issues and our understanding that exterior materials are to be disturbed, ESI will not be responsible for damage caused by sampling these exterior materials.

Asbestos Sample Analysis: Bulk samples will be submitted to a laboratory of our choice for asbestos composition using Polarized Light Microscopy (PLM) and the *Environmental Protection Agency's Method for the Detection of Asbestos in Bulk Insulation Samples, (EPA 600/R-93 July 1993)*, and the McCrone Research Institute's *The Asbestos Particle Atlas as method references*. The laboratory will be accredited by the NVLAP, participate in the NVLAP Bulk Asbestos Sample Quality Assurance Programs, and licensed by the Texas Department of State Health Services to analyze bulk asbestos samples.

Asbestos Report: ESI will provide a written report containing a written description of the areas surveyed, sample locations, analytical results, recommendations regarding asbestos conditions and quantity estimates of confirmed ACMs.

Fee Estimate

ESI proposes to provide the necessary personnel, equipment and supplies for a lump sum cost of **\$500 plus \$20 per sample** (3-day turn-around-time). I would estimate 21 to 27 samples, for a total of **\$920 to \$1,040**.

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. The results of the survey and the survey report must not be used by anyone other than our Client, Lamar CISD, without express written consent from Environmental Solutions, Inc. We must be provided with access of all areas including roofs. ESI will submit invoices monthly, 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 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 two 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 knowledgeable 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. We look forward to working with you. Should you have any questions, or request additional information, please call us at 713-934-9944.

Sincerely,

Environmental Solutions, Inc.

Christopher M. Cox
Project Manager

CMC (190930120 pro)

A C C E P T E D:

Lamar CISD

By: _____

Title: Board President_____

Date: _____

**CONSIDER APPROVAL OF ADDITIONAL MATERIALS TESTING
FOR THE SYNTHETIC TURF AT FULSHEAR HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Terracon, Inc. for additional materials testing for Fulshear High School synthetic turf project in the amount of \$3,000 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Materials testing is a professional service that the District must contract directly. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Materials testing services were approved by the Board of Trustees at their March 21, 2019 regular meeting in the amount of \$17,250. Additional tests for construction were required due to the number of tests not anticipated in the original scope of work. The remaining testing requirements will exceed the current allocation. Testing services are invoiced per unit prices and not as a fixed fee.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

September 9, 2019

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

RE: Change Order Request Letter
LCISD Fulshear HS Synthetic Turf Field
9302 Charger Way
Fulshear, Texas 77441
Terracon Project No. 92191130

Dear Mr. McKeever:

Terracon is providing the following budget status update and request for modification of budget for the LCISD Fulshear HS Synthetic Turf Field project. Terracon's current budget amount is \$17,250, which has been exceeded. Terracon would like to request funds in addition to the original contract amount.

The following items were not factored in to our original budget estimate:

- At the request of Rice & Gardner Consultants Inc., provided a Terracon representative on site full-time to assist Hellas with remediation of the soft subgrade on the field.
- Additional project management time for site visits.

Original Budget Estimate	\$17,250.00
Estimated Budget Increase	\$3,000.00
Final Adjusted Budget	\$20,250.00

If you have any questions or require additional information, please contact us at your convenience.

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



Jeremy P. Kettner
Project Manager
Materials Services



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

DISCUSSION AND ACTION ON PARENT/FAMILY ENGAGEMENT RECOMMENDATIONS

IMPACT/RATIONALE:

At the September meeting the Board of Trustees appointed a Parent/Family Engagement Committee. The Board charged the committee with developing recommendations with an implementation plan. The committee will present recommendations at this meeting.

BACKGROUND INFORMATION:

Lamar CISD believes parent and community engagement is critical to the success of our schools and students. The District understands the importance of parent and community input. The District often reaches out to parents, staff and the community to collect input and feedback before making decisions.

Submitted by: Thomas Randle, Ed.D., Superintendent
 Mike Rockwood, Chief of Staff

CONSIDER APPROVAL OF INTERACTIVE FLAT PANELS

RECOMMENDATION:

That the Board of Trustees approve: (1) The purchase of Interactive Flat Panels, and installation hardware and services from Piraino Consulting not to exceed \$355,270.45 plus a 10% contingency of \$35,527 for a total of \$390,797.45 and (2) The purchase of Interactive Flat Panels and Televisions, and installation hardware and services from Pro Computing not to exceed \$531,231.87 plus a 10% contingency of \$53,123 for a total of \$584,354.87 and (3) Electrical work from Urbish Electrical not to exceed \$30,000.

IMPACT/RATIONALE:

Reading Junior High, Arredondo Elementary, and Bowie Elementary Schools have 175 interactive whiteboards and/or projectors that are out of date, out of warranty and failing. Viable equipment from these campuses will be repurposed in other locations. Additionally, several rooms require power outlets to be added or moved to support the new Interactive Flat Panels.

PROGRAM DESCRIPTION:

The 2017 bond includes funds for replacing aging interactive whiteboards and projectors throughout the District. The District evaluated pricing and services proposals from multiple vendors. Piraino Consulting had the lowest price for SMART panels and offers purchasing co-operative pricing through a TIPS/TAPS contract. Pro Computing had the lowest price for Promethean panels and offers purchasing co-operative pricing through a BuyBoard contract.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent



980 Runway Dr
 Conway, AR 72032
 (P) 855-635-9325
 (F) 501-504-6653
 www.pirainoconsulting.com



Estimate / Quote

Date	Quote #
9/30/2019	20362

Name / Address	Ship To
LAMAR CISD 3911 AVE I ROSENBERG, TX 77471 accountspayable@lcisd.org;cnilsson@lcisd.	Piraino Consulting Inc 3900 HWY 6 South Suite 104 College Station, TX 77845

Piraino Consulting is a full service audio & visual integration company providing customers with equipment, installation, training and support for over 18 years. We have offices in Texas, Oklahoma and Arkansas and also service & support Louisiana, Mississippi, and Tennessee customers.	Project	Tech Email	Rep
	Reading JH	djacobson@lcisd.org	NS

Item	Description	Qty	Rate	Total
TIPS/TAPS 2	CONTRACT #171001 - AUDIO VISUAL EQUIPMENT, SERVICES & SUPPLIES. CONTRACT #161101 - INTERACTIVE PRESENTATION SYSTEMS.		0.00	0.00T
NOTE	Reading Junior High School 8101 FM 762 Richmond, TX 77469 Campus Phone: 832-223-3400 Contact: Iyad Kayyali, Go IT Services Project Manager iyad.kayyali@goitservices.com 713-922-8728		0.00	0.00
SBID-MX275	SMART Board MX075 interactive display with iQ and SMART Learning Suite.	55	0.00	0.00T
EWY2-SBID-MX275	SBID-MX275 interactive display with iQ 2 year warranty extension. (Included in MX075 price) **This extension gives LCISD 5-years of Warranty	55	0.00	0.00T
SBID-MX286	SMART Board MX086 interactive display with iQ and SMART Learning Suite.	14	0.00	0.00T
EWY2-SBID-MX286	SMART SBID-MX286 interactive display with iQ 2 year warranty extension (Included in MX086 price) **This extension gives LCISD 5-years of Warranty	14	0.00	0.00T
LSD1U	FUSION DYNAMIC HEIGHT ADJUST WALL - LRG	52	0.00	0.00T
OB1U	TOUCH PANEL INTERACTIVE WB MOUNT (Fixed 86" Displays going over Whiteboard)	10	0.00	0.00T
VB-STND-001	ViewSonic mobile trolley cart ideal for ViewSonic commercial displays, and ViewBoard interactive flat panel displays.	7	0.00	0.00T
MISC	YAS-109BL Yamaha Sound Bar with Bluetooth and Dual Built-In Subwoofers.	7	0.00	0.00T
MI-SB39	Soundbar Mount, Universal Sound Bar TV Bracket For Mounting Above or Under TV, Fits Sonos, Samsung, Sony, Vizio, Adjustable Arm Fits 32 to 70 Inch TVs, 33 Lbs Capacity, Black	7	0.00	0.00T
40413	6FT. 3.5MM STEREO AUDIO CBL M/M	7	0.00	0.00T
LAMARISDKIT 35	LAMAR CUSTOM KIT WITH CABLES OF 35 FEET.	10	0.00	0.00T

QUOTE IS BASED ON CHECK OR CASH PAYMENT. 3% FEE WILL BE ADDED TO THE TOTAL FOR CREDIT CARD PAYMENTS. ***ESTIMATE GOOD FOR 45 DAYS***	Subtotal
	Sales Tax (0.0%)
	Total



980 Runway Dr
Conway, AR 72032
(P) 855-635-9325
(F) 501-504-6653
www.pirainoconsulting.com



Estimate / Quote

Date	Quote #
9/30/2019	20362

Name / Address	Ship To
LAMAR CISD 3911 AVE I ROSENBERG, TX 77471 accountspayable@lcisd.org;cnilsson@lcisd.	Piraino Consulting Inc 3900 HWY 6 South Suite 104 College Station, TX 77845

Piraino Consulting is a full service audio & visual integration company providing customers with equipment, installation, training and support for over 18 years. We have offices in Texas, Oklahoma and Arkansas and also service & support Louisiana, Mississippi, and Tennessee customers.	Project	Tech Email	Rep
	Reading JH	djacobson@lcisd.org	NS

Item	Description	Qty	Rate	Total
LAMARISDKIT 50	LAMAR CUSTOM KIT WITH CABLES OF 50 FEET.	43	0.00	0.00T
LAMARISDKIT 75	LAMAR CUSTOM KIT WITH CABLES OF 75 FEET.	9	0.00	0.00T
DL-1H1A1U-WPKT...	Wall Plate Single Decora HDBaseT extender set with box style receiver extends HDMI, analog Audio, & USB2.0 high speed	62	0.00	0.00T
PNLE701	Sharp PN-LE701 - 70" Commercial LED TV 1080p	1	0.00	0.00T
LTA1U	Tilt Wall Mount, Large. ***talk to nicki before ordering	1	0.00	0.00T
MISC	Scoop Plate	1	0.00	0.00T
MISC	ITEM P72043-WQ559155 Single Gang HDMI Plate	1	0.00	0.00T
PF-HDM-M-010M	DO NOT ADD LOGO ON ANY PLATES FOR LAMAR 33FT HYBRID HDMI ACTIVE OPTICAL CABLE	1	0.00	0.00T
50612	15ft High Speed HDMI R Cable with Ethernet	8	0.00	0.00T
51W1-12215	Surge Protector, Flat Rotating Plug, 6 Outlet, Black Horizontal Outlets, Plastic, Power Cord 15 foot	62	0.00	0.00T
LV1	Arlington Cut in Box. Each. Single Gang	112	0.00	0.00T
2900L8-WH	UNIDUCT 2900 SERIES ONE-PIECE LATCHING RACEWAY FITTING. WHITE.	54	0.00	0.00T
NM2044-WH	NM EXTRA DEEP DEVICE BOX. WHITE.	54	0.00	0.00T
2906-WH	NM COVER CLIP 2900 WHITE	54	0.00	0.00T
2986-WH	NM DRP CLNG CNCTR 2900 WH	54	0.00	0.00T
2911-WH	NM FLT 90 D ELBOW. WHITE.	54	0.00	0.00T
MISC	#88158384 Levite Single Gang Stainless Blank Plate	150	0.00	0.00T
MISC	#88158404 Levite Triple Gang Stainless Blank Plate	150	0.00	0.00T
AR-DPM-HDF	Adapter Cable DisplayPort male to HDMI female 5 inches long	70	0.00	0.00T
MISC	Zip Ties (Bag)	5	0.00	0.00T
MISC	Velcro (Roll)	4	0.00	0.00T
MISC	Hardware Total	1	319,762.09	319,762.09T
INSTALL	DeInstall Old Equipment and INSTALLATION of new- Height Adjustable Mount, InWall Cabling or Fixed Wall Mount	51	425.00	21,675.00T

QUOTE IS BASED ON CHECK OR CASH PAYMENT. 3% FEE WILL BE ADDED TO THE TOTAL FOR CREDIT CARD PAYMENTS. ***ESTIMATE GOOD FOR 45 DAYS***	Subtotal
	Sales Tax (0.0%)
	Total



980 Runway Dr
 Conway, AR 72032
 (P) 855-635-9325
 (F) 501-504-6653
 www.pirainoconsulting.com



Estimate / Quote

Date	Quote #
9/30/2019	20362

Name / Address	Ship To
LAMAR CISD 3911 AVE I ROSENBERG, TX 77471 accountspayable@lcisd.org;cnilsson@lcisd.	Piraino Consulting Inc 3900 HWY 6 South Suite 104 College Station, TX 77845

Piraino Consulting is a full service audio & visual integration company providing customers with equipment, installation, training and support for over 18 years. We have offices in Texas, Oklahoma and Arkansas and also service & support Louisiana, Mississippi, and Tennessee customers.	Project	Tech Email	Rep
	Reading JH	djacobson@lcisd.org	NS

Item	Description	Qty	Rate	Total
INSTALL	DeInstall Old Equipment (Diversitrack, etc.) and INSTALLATION of new- Height Adjustable Mount, InWall Cabling or Fixed Wall Mount	11	550.00	6,050.00T
INSTALL	DeInstall Old Equipment and INSTALLATION - Mobile Cart	7	300.00	2,100.00T
INSTALL	TV Installation	1	275.00	275.00T
SHIPPING	SHIPPING FOR LISTED EQUIPMENT	1	5,408.36	5,408.36T

QUOTE IS BASED ON CHECK OR CASH PAYMENT. 3% FEE WILL BE ADDED TO THE TOTAL FOR CREDIT CARD PAYMENTS. ***ESTIMATE GOOD FOR 45 DAYS***	Subtotal	\$355,270.45
	Sales Tax (0.0%)	\$0.00
	Total	\$355,270.45



ProComputing

P.O. Box 2720
Grapevine, TX 76099
Phone: (214) 634-2450

PROPOSAL: 123780
DOC. TYPE: SQ
DATE: 10/03/2019
SHIP VIA:

REP: NORMA/MIKE

SOLD TO: LAMAR CISD
ACCOUNTS PAYABLE
3911 AVE I
ROSENBERG, TX 77471-3901
PH. (832) 223-0508

SHIP TO: ARREDONDO ELEMENTARY SCHOOL
IYAD KAYYALI
6110 AUGUST GREEN DR
RICHMOND, TX 77469
PH. (832) 223-4800

Account:	100651	Reference:		Terms:	Net 15 Days
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Item Number	Description	Quantity	Price	Extended
Promethean ActivPanels Extended Warranties and Mounts/Stand				
AP7-B75-NA-1	ActivPanel Titanium 75" - 4 x Pen Vesa Mount WIFI Module & cable pack included. ActivInspire Profess ActivPanel Titanium 75	56	\$3,449.00	\$193,144.00
AP86ASW	Adjustable Wall Mount System for use with ActivPanel * Adj Mount System	56	\$643.00	\$36,008.00
APM5YROSS-B	ActivPanel Medium (for Titanium IFPs up to 80) - Extension, On Site Support, 5 years	56	\$70.00	\$3,920.00
AP7-B86-NA-1	ActivPanel Titanium 86" - 4 x Pen Vesa Mount WIFI Module & cable pack included. ActivInspire Profess ActivPanel Titanium 86	2	\$5,699.00	\$11,398.00
AP86ASW	Adjustable Wall Mount System for use with ActivPanel * Room L5	1	\$643.00	\$643.00
APTMS-3	ActivPanel Mobile Stand - For use with current & previous versions of ActivPanel * Library	1	\$475.00	\$475.00
APL5YROSS-B	ActivPanel Large (for Titanium IFPs bigger than 80) - Extension, On Site Support, 5 Years	2	\$99.00	\$198.00
Liberty Cabling For Promethean ActivPanels				
LIBAV-WQ564462	Liberty Single Gang HDMI and USB Faceplate	57	\$69.00	\$3,933.00
PPCE5B035BL	Liberty AV Solutions CAT 5E UTP PATCH CMP 35' BLUE	56	\$24.00	\$1,344.00
PARTS	In Wall Cabling for 35ft USB booster PPCE5B050BL	1	\$34.00	\$34.00
DL-PHDM-M-010M	50 ft Ethernet Cable for USB Booster Liberty AV Solutions 18G HDMI OPTICAL CMP 10M CBL	56	\$159.00	\$8,904.00
DL-PHDM-M-015M	35 ft HDMI Cable from FacePlate to ActivPanel Plenum Rated 4k Liberty AV Solutions 18G HDMI OPTICAL CMP 15M CBL	1	\$189.00	\$189.00
E-USBAB-3	50 ft HDMI Cable from FacePlate to ActivPanel Plenum Rated 4k Liberty AV Solutions USB 2.0 MOLDED AM-BM 3' BLACK	57	\$2.99	\$170.43
E-USBAB-10	10' Liberty Molded USB 2.0 A male to B male	57	\$5.99	\$341.43
HDPMM10F	10' Liberty Premium High Speed HDMI Cables 10' Liberty Premium High Speed HDMI Cables with Ethernet Certified 18G	57	\$18.00	\$1,026.00

Continued on next page....

**E-Mail all purchase orders to sales@procomputing.com,
send all payments to the address above.**

Prices subject to change without notice, In the event any tax or tariffs are imposed upon the import of the products purchased hereunder, the cost of such tariff shall be added to the purchase price accordingly. Prices reflect purchase of all equipment listed on quote.



ProComputing

P.O. Box 2720
Grapevine, TX 76099
Phone: (214) 634-2450

PROPOSAL: 123780
DOC. TYPE: SQ
DATE: 10/03/2019
SHIP VIA:

REP: NORMA/MIKE

SOLD TO: LAMAR CISD
ACCOUNTS PAYABLE
3911 AVE I
ROSENBERG, TX 77471-3901
PH. (832) 223-0508

SHIP TO: ARREDONDO ELEMENTARY SCHOOL
IYAD KAYYALI
6110 AUGUST GREEN DR
RICHMOND, TX 77469
PH. (832) 223-4800

Account:	100651	Reference:		Terms:	Net 15 Days
----------	--------	------------	--	--------	-------------

Item Number	Description	Quantity	Price	Extended
Parts needed to integrate ActivPanel sound in to Existing FrontRow classrooms				
6414-00028	Audio Cable 50ft 3.5mm male to 3.5mm male; plenum rated	51	\$11.00	\$561.00
PLGI35T	3.5MM / 1/8 STEREO AUDIO GROUND LOOP ISOLATOR	51	\$11.00	\$561.00
PARTS	Double Gang Blank Faceplate - Metal	51	\$5.00	\$255.00
Promethean/FrontRow Installation Services and Shipping				
ABINSTALL	Promethean Certified Wall Mounted-Installation Includes Removal Of Existing Promethean Systems Including Cabling and Hardware for Disposal/Recycling. Installation of Activpanels, Mounts Cabling Warranty Registration. Coordination of receiving new Product at ProComputing Warehouse and delivery to school on installation days.	57	\$399.00	\$22,743.00
PBINSTALL	Promethean Mobile Installation	1	\$199.00	\$199.00
LABOR	FrontRow Programming -Per Room Fee Discounted Fee	51	\$50.00	\$2,550.00
FREIGHT	Shipping & Handling	1	\$3,114.00	\$3,114.00
CoOp Below				
BUYB	BuyBoard (Contract# 563-18) Audio Visual Equipment and Supplies	1	\$0.00	\$0.00

Sub-Total:	\$291,710.86
Tax:	\$0.00
Total:	\$291,710.86

E-Mail all purchase orders to sales@procomputing.com, send all payments to the address above.

Prices subject to change without notice, In the event any tax or tariffs are imposed upon the import of the products purchased hereunder, the cost of such tariff shall be added to the purchase price accordingly. Prices reflect purchase of all equipment listed on quote.



ProComputing

P.O. Box 2720
Grapevine, TX 76099
Phone: (214) 634-2450

PROPOSAL: 123625
DOC. TYPE: SQ
DATE: 10/01/2019
SHIP VIA:

REP: NORMA/MIKE

SOLD TO: LAMAR CISD
ACCOUNTS PAYABLE
3911 AVE I
ROSENBERG, TX 77471-3901
PH. (832) 223-0508

SHIP TO: BOWIE ELEMENTARY
IYAD KAYYALI
2304 BAMORE RD
ROSENBERG, TX 77471-4906
PH. (832) 223-1200

Account:	100651	Reference:		Terms:	Net 15 Days
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Item Number	Description	Quantity	Price	Extended
Promethean ActivPanels Extended Warranties and Mounts/Stand				
AP7-B75-NA-1	ActivPanel Titanium 75" - 4 x Pen Vesa Mount WIFI Module & cable pack included. ActivInspire Profess ActivPanel Titanium 75	47	\$3,449.00	\$162,103.00
AP86ASW	Adjustable Wall Mount System for use with ActivPanel * Adj Mount System	47	\$643.00	\$30,221.00
APM5YROSS-B	ActivPanel Medium (for Titanium IFPs up to 80) - Extension, On Site Support, 5 years	47	\$70.00	\$3,290.00
AP7-B86-NA-1	ActivPanel Titanium 86" - 4 x Pen Vesa Mount WIFI Module & cable pack included. ActivInspire Profess ActivPanel Titanium 86	1	\$5,699.00	\$5,699.00
APTMS-3	ActivPanel Mobile Stand - For use with current & previous versions of ActivPanel * Library	1	\$475.00	\$475.00
APL5YROSS-B	ActivPanel Large (for Titanium IFPs bigger than 80) - Extension, On Site Support, 5 Years	1	\$99.00	\$99.00
Cabling for new ActivPanels				
LIBAV-WQ564462	Liberty Single Gang HDMI and USB Faceplate	47	\$69.00	\$3,243.00
PPCE5B035BL	Liberty AV Solutions CAT 5E UTP PATCH CMP 35' BLUE	47	\$24.00	\$1,128.00
DL-PHDM-M-010M	Liberty AV Solutions 18G HDMI OPTICAL CMP 10M CBL	47	\$159.00	\$7,473.00
E-USBAB-3	Liberty AV Solutions USB 2.0 MOLDED AM-BM 3' BLACK	47	\$2.99	\$140.53
E-USBAB-10	usb Patch cable from Panel to USB Booster 10' Liberty Molded USB 2.0 A male to B male	47	\$5.99	\$281.53
HDPMM10F	USB patch Cable from Teacher Computer to Plate 10' Liberty Premium High Speed HDMI Cables	47	\$18.00	\$846.00
	10' Liberty Premium High Speed HDMI Cables with Ethernet Certified 18G			
Promethean Installation Services and Shipping				
ABINSTALL	Promethean Certified Wall Mounted-Installation Includes Removal Of Existing Promethean Systems Including Cabling and Hardware for Disposal/Recycling. Installation of Activpanels, Mounts Cabling Warranty Registration. Coordination of receiving new Product at ProComputing Warehouse anddelivery to school on installation days.☐	47	\$399.00	\$18,753.00

Continued on next page....

**E-Mail all purchase orders to sales@procomputing.com,
send all payments to the address above.**

Prices subject to change without notice, In the event any tax
or tariffs are imposed upon the import of the products purchased
hereunder, the cost of such tariff shall be added to the purchase
price accordingly. Prices reflect purchase of all equipment listed on quote.



ProComputing

P.O. Box 2720
Grapevine, TX 76099
Phone: (214) 634-2450

PROPOSAL: 123625
DOC. TYPE: SQ
DATE: 10/01/2019
SHIP VIA:

REP: NORMA/MIKE

SOLD TO: LAMAR CISD
ACCOUNTS PAYABLE
3911 AVE I
ROSENBERG, TX 77471-3901
PH. (832) 223-0508

SHIP TO: BOWIE ELEMENTARY
IYAD KAYYALI
2304 BAMORE RD
ROSENBERG, TX 77471-4906
PH. (832) 223-1200

Account:	100651	Reference:		Terms:	Net 15 Days
Item Number	Description	Quantity	Price	Extended	
PBINSTALL	Promethean Mobile Installation	1	\$199.00	\$199.00	
FREIGHT	Shipping & Handling	1	\$3,014.00	\$3,014.00	
LG TV, Mount, Cabling and Installation					
75UT640S0UA	75IN LCD TV 3840X2160 UHD TAA SIMPLE EDITOR SMART WIFI HDMI 3YR	1	\$2,028.95	\$2,028.95	
ST650	SmartMount® Universal Tilt Wall Mount For 37 to 75 TV's	1	\$129.00	\$129.00	
45071	50' HDMI (Plenum) Single Gang cabling Kit	1	\$199.00	\$199.00	
LABOR	TV Installation	1	\$199.00	\$199.00	
CoOp Below					
BUYB	BuyBoard (Contract# 563-18) Audio Visual Equipment and Supplies	1	\$0.00	\$0.00	

Sub-Total:	\$239,521.01
Tax:	\$0.00
Total:	\$239,521.01

**E-Mail all purchase orders to sales@procomputing.com,
send all payments to the address above.**

Prices subject to change without notice, In the event any tax or tariffs are imposed upon the import of the products purchased hereunder, the cost of such tariff shall be added to the purchase price accordingly. Prices reflect purchase of all equipment listed on quote.

URBISH ELECTRIC, LLC

Economical and Dependable Service

POST OFFICE BOX 1459 - ROSENBERG, TEXAS 77471-1459

PHONE 281-342-5321 - FAX 281-239-7639

TECL # 26494

October 2, 2019

Lamar CISD
Reading Jr High
Receptacles for Boards

Attn: John R. Parrot

Dear Sir,

Our price to complete the 16 quad outlets for the boards will be \$5840.00 dollars.

Sincerely,



Walter Urbish

URBISH ELECTRIC, LLC

Economical and Dependable Service

POST OFFICE BOX 1459 - ROSENBERG, TEXAS 77471-1459

PHONE 281-342-5321 - FAX 281-239-7639

TECL # 26494

October 2, 2019

Lamar CISD
Bowie Elementary
Receptacles for Boards

Attn: Juan Lozano

Dear Sir,

Our price to complete the 47 quad outlets for the boards will be \$19,522.00 dollars.

Sincerely,



Walter Urbish

CONSIDER APPROVAL OF NEW APPRAISERS FOR TEACHING STAFF

RECOMMENDATION:

That the Board of Trustees approve the appraiser(s) who have recently become certified or are new to Lamar Consolidated Independent School District (LCISD).

IMPACT/RATIONALE:

Rules adopted by the State Board of Education indicate that the local District Board of Trustees must approve appraisers other than the teacher's supervisor.

PROGRAM DESCRIPTION:

Listed below are administrators who are new to LCISD or have recently become certified as appraisers.

Alexandria Blackmon
Jimitra Granger
Malissa Hernandez
Cearmease Herod
Valorie Jones
Chandler Simpson
Ashley Smith
Kevin Smith
Alfred Torres
Juan Torres

Submitted by: Dr. Kathleen M. Bowen, Chief Human Resources Officer
Courtney De La Torre, Lead Staffing Specialist

Recommended for approval:



Dr. Thomas Randle
Superintendent

INFORMATION ITEM: FALL SHAC UPDATE

The School Health Advisory Council (SHAC) meets four times each school year. This report is meant to serve as an update to the School Board on the most recent meeting, as well as the current plans and goals of the SHAC for the upcoming school year.

Resource Persons: Dr. Terri Mossige, Chief Academic Officer
 Dr. Jon Maxwell, Executive Director of Student Programs
 Nikki Nelson, Director of Athletics

MEMORANDUM

School Health Advisory Council

TO: Thomas Randle
Superintendent of Schools

FROM: Nikki Nelson
Athletic Director

Hope Frohbieter
Chairperson - School Health Advisory Council executive committee

Brenda Thompson
Vice Chair - School Health Advisory Council executive committee

Laura Saavedra
Secretary - School Health Advisory Council executive committee

DATE: October 3, 2019

RE: **SHAC Fall Update**

The School Health Advisory Committee (SHAC) is an advisory group mandated by legal and local policies (EHAA, EHAC). In its capacity, the SHAC makes recommendations regarding initiatives related to health education and instruction. The first SHAC meeting of the 2019 – 2020 School Year was held on September 17, 2019.

September Meeting Review

The September meeting kicked off another school year and allowed the SHAC to welcome new parents and community members with an interest in the health and wellness of our students and campuses. In addition, there were several familiar faces from previous years' committees. Each LCISD campus has a Wellness Coordinator, this volunteer position is held by a staff member and approved by the campus principal. Wellness Coordinators can be physical education teachers, nurses, administrators, paraprofessionals or teachers. When possible and campus coverage is available, Wellness Coordinators attend the SHAC meetings.

The first order of business at our meeting was to recognize the campuses which received the first ever LCISD SHAC Wellness Awards. These awards were bestowed on four campuses who created an atmosphere conducive to health and well-being by completing three required criteria and five of the eight overall criteria. Each winning campus received a banner to be hung at their school to recognize their accomplishment.

The LCISD SHAC Award Criteria are as follows: (* Indicates required criteria for award)

- Having a Campus Wellness Committee*
- Hosting a health and wellness event*
- Conducting a campus-wide physical activity*
- Providing a tobacco and substance abuse prevention program
- Promoting non-food rewards to students
- Integrating Coordinated School Health (CSH) Curriculum
- Sponsoring a stress prevention initiative
- Deliver a staff wellness program

The 2019 LCISD SHAC Wellness Award winning campuses are:

- Campbell Elementary
- Velasquez Elementary
- Williams Elementary
- Reading Junior High



Additional meeting topics included discussion of 2019 – 2020 SHAC goals which include:

- An assessment of our LCISD Wellness Plan and Policy (as outlined in Board policy FFA)
- Creating a vetting system for wellness resources to make available to all campuses on the SHAC website.
- Revising the SHAC website to make it more user friendly.
- Establishing a committee of interested parents and community members to meet between SHAC meetings to work on SHAC goals and objectives. Meetings will be held the second Tuesday of the months in which there are no SHAC meetings scheduled. Meetings will be held in the LCISD Athletic Office.

The next regular SHAC meeting is scheduled for November 12, 2019 at 8:30 a.m. in the Board Room.

INFORMATION ITEM: SPECIAL EDUCATION UPDATE

Special Education update on recommendations from the Lamar CISD's Operational Audit. The presentation will include information on the following:

- Special Education teacher turnover data.
- Percentage of students referred for special education that do not meet the requirements for supports and services.

Resource Persons: Dr. Terri Mossige, Chief Academic Officer
Tiffany Mathis, Executive Director of Special Education
Keonta Jackson, Director of Special Education

**INFORMATION ITEM: LAMAR CISD NEW MONEY BOND SALE,
2017 BOND REFERENDUM**

On November 7, 2017, a bond election totaling \$445,451,000 was approved by a majority of voters in the District. An order authorizing the sale of the second installment of the bonds was approved by the Board of Trustees in August 2019. These bonds were sold in a negotiated sale on September 12, 2019 by a team of four underwriters, with the managing firm being Raymond James. A negotiated sale process allowed the underwriters to place the bonds with buyers commanding varying terms such maturities, rates, etc. The District has used this method since 2003, and it has resulted in low interest rates and favorable maturities which translates into the lowest possible tax rates for the community.

The recent sale transaction continued to capture historically low interest rates. The bonds, used to finance projects the District included in the 2017 bond referendum, were sold with a par amount of \$137,800,000 and the True Interest Cost (TIC) was 2.85%. The Bonds were sold at a premium; therefore, the District will receive \$145,451,000 for new projects. This is the final installment of bonds from the November 7, 2017 voted authorization. The transaction closed on October 10, 2019.

During the due diligence phase of the sale process, the District's underlying bond ratings were affirmed at "Aa2" and "AA" by Moody's and S&P, and since the bonds are guaranteed by the Texas Permanent School Fund, they will also carry the highest ratings for municipal bonds of "Aaa" and "AAA."

For comparative purposes, the TIC of 2.85% achieved on this sale was tremendous in light of the recent volatility in the market, and is historically low when compared to the favorable TIC of 3.79% attained on the sale of \$289.260 million in 2018, the 3.76% realized on the \$93.0 million sold in 2017, and the 3.95% attained for the \$142.045 million sold in 2015.

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

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF SEPTEMBER 30, 2019)**

- Exhibit "A" gives the LCISD collections made during the month of September 30, 2019.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2019 through August 31, 2020.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2018-19 roll as compared to prior years. Through September 30, 2019, LCISD had collected 0.0 % of the 2019-20 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2019-2020.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

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

Lamar Consolidated ISD
Tax Collections
September 2019

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund		General Fund P & I &		Debt Service		Debt Service P & I & Collection Fees
					Taxes Paid	Collection Fees	Taxes Paid	Collection Fees	Taxes Paid	Collection Fees	
18	\$ 108,409.75	\$ 28,068.32	\$ 31,617.20	\$ 168,095.27	\$ 82,672.12	\$ 53,021.77	\$ 25,737.63	\$ 6,663.75			
17	\$ 18,749.60	\$ 5,788.26	\$ 4,272.60	\$ 28,810.46	\$ 14,028.60	\$ 8,603.42	\$ 4,721.00	\$ 1,457.44			
16	\$ 6,473.44	\$ 1,705.41	\$ 1,086.50	\$ 9,265.35	\$ 4,843.50	\$ 2,362.51	\$ 1,629.94	\$ 429.40			
15	\$ 10,564.31	\$ 1,097.32	\$ 323.39	\$ 11,985.02	\$ 7,904.33	\$ 1,144.41	\$ 2,659.98	\$ 276.30			
14	\$ 8,255.48	\$ 569.20	\$ 303.95	\$ 9,128.63	\$ 6,176.82	\$ 729.84	\$ 2,078.66	\$ 143.31			
13	\$ 7,467.84	\$ 961.26	\$ 434.72	\$ 8,863.82	\$ 5,587.52	\$ 1,153.95	\$ 1,880.32	\$ 242.03			
12	\$ 1,060.13	\$ 673.49	\$ 346.73	\$ 2,080.35	\$ 793.21	\$ 850.64	\$ 266.92	\$ 169.58			
11	\$ 328.70	\$ 235.40	\$ 112.83	\$ 676.93	\$ 241.22	\$ 285.58	\$ 87.48	\$ 62.65			
10	\$ 399.87	\$ 333.69	\$ 146.71	\$ 880.27	\$ 298.92	\$ 396.16	\$ 100.95	\$ 84.24			
09	\$ 153.47	\$ 195.03	\$ 69.70	\$ 418.20	\$ 120.64	\$ 223.01	\$ 32.83	\$ 41.72			
08	\$ 2,622.14	\$ 3,669.58	\$ 1,258.34	\$ 7,550.06	\$ 2,061.20	\$ 4,142.91	\$ 560.94	\$ 785.01			
07	\$ 2,049.62	\$ 3,113.99	\$ 1,032.72	\$ 6,196.33	\$ 1,579.57	\$ 3,432.55	\$ 470.05	\$ 714.16			
06	\$ 0.35	\$ 0.57	\$ 0.18	\$ 1.10	\$ 0.30	\$ 0.67	\$ 0.05	\$ 0.08			
05	\$ 20.15	\$ 35.46	\$ 11.12	\$ 66.73	\$ 17.80	\$ 42.45	\$ 2.35	\$ 4.13			
04	\$ 2.00	\$ 3.75	\$ 1.15	\$ 6.90	\$ 1.77	\$ 4.46	\$ 0.23	\$ 0.44			
03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
98	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
97 & prior	\$ 0.49	\$ 1.74	\$ 0.33	\$ 2.56	\$ 0.46	\$ 1.95	\$ 0.03	\$ 0.12			
Totals	\$ 166,557.34	\$ 46,452.47	\$ 41,018.17	\$ 254,027.98	\$ 126,327.98	\$ 76,396.28	\$ 40,229.36	\$ 11,074.36			

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

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 8/31/19
18	\$ 1,852,284.73	\$ (39,467.63)	\$ 1,812,817.10	\$ 108,409.75	\$ 28,068.32	\$ 31,617.20	\$ 168,095.27	\$ 1,704,407.35
17	\$ 753,434.33	\$ (11,543.32)	\$ 741,891.01	\$ 18,749.60	\$ 5,788.26	\$ 4,272.60	\$ 28,810.46	\$ 723,141.41
16	\$ 483,797.86	\$ 375.74	\$ 484,173.60	\$ 6,473.44	\$ 1,705.41	\$ 1,086.50	\$ 9,265.35	\$ 477,700.16
15	\$ 359,034.95	\$ 554.28	\$ 359,589.23	\$ 10,564.31	\$ 1,097.32	\$ 323.39	\$ 11,985.02	\$ 349,024.92
14	\$ 284,968.99	\$ 428.10	\$ 285,397.09	\$ 8,255.48	\$ 569.20	\$ 303.95	\$ 9,128.63	\$ 277,141.61
13	\$ 181,212.70	\$ -	\$ 181,212.70	\$ 7,467.84	\$ 961.26	\$ 434.72	\$ 8,863.82	\$ 173,744.86
12	\$ 171,398.72	\$ -	\$ 171,398.72	\$ 1,060.13	\$ 673.49	\$ 346.73	\$ 2,080.35	\$ 170,338.59
11	\$ 163,967.05	\$ -	\$ 163,967.05	\$ 328.70	\$ 235.40	\$ 112.83	\$ 676.93	\$ 163,638.35
10	\$ 148,558.56	\$ -	\$ 148,558.56	\$ 399.87	\$ 333.69	\$ 146.71	\$ 880.27	\$ 148,158.69
09	\$ 132,336.46	\$ -	\$ 132,336.46	\$ 153.47	\$ 195.03	\$ 69.70	\$ 418.20	\$ 132,182.99
08	\$ 72,060.64	\$ -	\$ 72,060.64	\$ 2,622.14	\$ 3,669.58	\$ 1,258.34	\$ 7,550.06	\$ 69,438.50
07	\$ 60,790.65	\$ -	\$ 60,790.65	\$ 2,049.62	\$ 3,113.99	\$ 1,032.72	\$ 6,196.33	\$ 58,741.03
06	\$ 63,941.53	\$ -	\$ 63,941.53	\$ 0.35	\$ 0.57	\$ 0.18	\$ 1.10	\$ 63,941.18
05	\$ 116,202.63	\$ -	\$ 116,202.63	\$ 20.15	\$ 35.46	\$ 11.12	\$ 66.73	\$ 116,182.48
04	\$ 32,870.47	\$ -	\$ 32,870.47	\$ 2.00	\$ 3.75	\$ 1.15	\$ 6.90	\$ 32,868.47
03	\$ 24,451.73	\$ -	\$ 24,451.73	\$ -	\$ -	\$ -	\$ -	\$ 24,451.73
02	\$ 13,926.08	\$ -	\$ 13,926.08	\$ -	\$ -	\$ -	\$ -	\$ 13,926.08
01	\$ 13,165.64	\$ -	\$ 13,165.64	\$ -	\$ -	\$ -	\$ -	\$ 13,165.64
00	\$ 13,369.17	\$ -	\$ 13,369.17	\$ -	\$ -	\$ -	\$ -	\$ 13,369.17
99	\$ 10,778.21	\$ -	\$ 10,778.21	\$ -	\$ -	\$ -	\$ -	\$ 10,778.21
98	\$ 3,016.96	\$ -	\$ 3,016.96	\$ -	\$ -	\$ -	\$ -	\$ 3,016.96
97 & prior	\$ 8,698.84	\$ -	\$ 8,698.84	\$ 0.49	\$ 1.74	\$ 0.33	\$ 2.56	\$ 8,698.35
Totals	\$4,964,266.90	-\$49,652.83	\$4,914,614.07	\$166,557.34	\$46,452.47	\$41,018.17	\$254,027.98	\$4,748,056.73

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

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

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2019-20 TAX COLLECTIONS
AS OF SEPTEMBER 30, 2019**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 9/30/2019	% OF BUDGET COLLECTED
2019	2019-2020	\$ 224,808,527	\$ -	0.00%
2018 & Prior	2018-19 & Prior	\$ 2,100,000	\$ 166,557	7.93%
TOTAL		\$ 226,908,527	\$ 166,557	0.07%

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 TAX COLLECTION REPORT
 AS OF SEPTEMBER 30, 2019

SCHOOL YEAR TAX YEAR	2014-15 2014	2015-16 2015	2016-17 2016	2017-18 2017	2018-19 2018	2019-20 2019
COLLECTION YEAR						
1 Orig. Levy	\$ 153,118,133	\$ 173,016,530	\$ 190,749,742	\$ 206,293,212	\$ 218,981,334	\$ -
1 Collections	\$ 160,220,428	\$ 178,028,558	\$ 195,553,464	\$ 206,646,042	\$ 218,105,149	\$ -
Adj. To Roll	\$ 8,680,375	\$ 6,473,810	\$ 6,618,386	\$ 2,203,756	\$ 828,223	\$ -
2 Collections	\$ 1,201,706	\$ 745,585	\$ 1,046,154	\$ 1,101,002		
Adj. To Roll	\$ 165,920	\$ (149,323)	\$ (98,963)	\$ (26,763)		
3 Collections	\$ 305,374	\$ 192,822	\$ 430,625			
Adj. To Roll	\$ 102,657	\$ 63,603	\$ 238,779			
4 Collections	\$ 215,732	\$ 322,203				
Adj. To Roll	\$ 191,096	\$ 233,573				
5 Collections	\$ 290,859					
Adj. To Roll	\$ 253,060					
6 Collections						
Adj. To Roll						
TOTAL:						
COLLECTIONS	\$ 162,234,099	\$ 179,289,168	\$ 197,030,244	\$ 207,747,044	\$ 218,105,149	\$ -
ADJUSTED TAX ROLL	\$ 162,511,241	\$ 179,638,193	\$ 197,507,944	\$ 208,470,185	\$ 219,809,557	\$ -
BALANCE TO BE COLLECTED	\$ 277,142	\$ 349,025	\$ 477,700	\$ 723,142	\$ 1,704,408	\$ -
ADJ. TAXABLE VALUE	\$ 11,691,035,635	\$ 12,923,146,173	\$ 14,208,693,512	\$ 14,997,315,574	\$ 15,813,637,169	\$ -
TOTAL % COLLECTIONS AS OF SEPTEMBER 30, 2019	99.8%	99.8%	99.8%	99.7%	99.2%	0.0%
TAX RATE	1.39005	1.39005	1.39005	1.39005	1.39000	1.32000

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

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

Bass Construction (Multi Campus Cooler/Freezer Replacement)	Application # 4	\$ 67,556.40
Bass Construction (Multi Campus Improvements)	Application # 4	\$ 571,711.92
Charlie Kalkomey (ALC)	Application # 1	\$ 8,000.00
Drymalla Construction (Culver ES)	Application # 16	\$ 42,265.50
Drymalla Construction (Randle HS/Wright JHS Complex)	Application # 4	\$ 6,522,007.45
Drymalla Construction (Tamarron ES)	Application # 4	\$ 2,104,953.00
Engineered Air Balance (Culver ES)	Application # 8	\$ 18,195.00
Engineered Air Balance (Roberts MS)	Application # 6	\$ 3,850.00
FieldTurf (Traylor Stadium Track)	Application # 1	\$ 547,283.60
Hellas Construction (District HS Track & Turf)	Application # 5	\$ 94,334.05
Huckabee (Austin ES – Multi Campus Cooler/Freezer)	Application # 2	\$ 807.92
Huckabee (Austin ES – Multi Campus Cooler/Freezer)	Application # 3	\$ 678.64
Huckabee (Beasley ES – Multi Campus Cooler/Freezer)	Application # 2	\$ 799.92
Huckabee (Beasley ES – Multi Campus Cooler/Freezer)	Application # 3	\$ 687.93

Huckabee (Huggins ES – Multi Campus Cooler/Freezer)	Application # 2	\$	752.31
Huckabee (Huggins ES – Multi Campus Cooler/Freezer)	Application # 3	\$	736.31
Huckabee (Pink ES – Multi Campus Cooler/Freezer)	Application # 2	\$	466.89
Huckabee (Pink ES – Multi Campus Cooler/Freezer)	Application # 3	\$	969.70
Huckabee (Seguin ECC – Multi Campus Cooler/Freezer)	Application # 2	\$	797.05
Huckabee (Seguin ECC – Multi Campus Cooler/Freezer)	Application # 3	\$	653.57
Huckabee (Taylor Ray ES – Multi Campus Cooler/Freezer)	Application # 2	\$	800.42
Huckabee (Taylor Ray ES – Multi Campus Cooler/Freezer)	Application # 3	\$	672.34
Huckabee (Travis ES – Multi Campus Cooler/Freezer)	Application # 2	\$	1,086.98
Huckabee (Travis ES – Multi Campus Cooler/Freezer)	Application # 3	\$	716.95
Huckabee (Williams ES – Multi Campus Cooler/Freezer)	Application # 2	\$	419.12
Huckabee (Williams ES – Multi Campus Cooler/Freezer)	Application # 3	\$	1,047.81
Huckabee (Multi Campus Cooler/Freezer – Reimbursables)	Application # 1	\$	447.18
Huckabee (Campbell ES – Multi Campus Improvements)	Application # 2	\$	2,748.47
Huckabee (Campbell ES – Multi Campus Improvements)	Application # 3	\$	824.53
Huckabee (Navarro MS – Multi Campus Improvements)	Application # 2	\$	1,908.80

Huckabee (Navarro MS – Multi Campus Improvements)	Application # 3	\$	763.52
Huckabee (Wessendorff MS – Multi Campus Improvements)	Application # 2	\$	2,673.37
Huckabee (Wessendorff MS – Multi Campus Improvements)	Application # 3	\$	1,592.65
Huckabee (Williams ES – Multi Campus Improvements)	Application # 2	\$	5,408.63
Huckabee (Williams ES – Multi Campus Improvements)	Application # 3	\$	4,992.59
Huckabee (Multi Campus Improvements – Reimbursables)	Application # 2	\$	316.12
Huckabee (George JHS – Serving Lines)	Application # 2	\$	6,667.50
Huckabee (Terry HS – Serving Lines)	Application # 2	\$	9,975.00
ISI Commercial Refrigeration (Terry HS Serving Lines)	Application # 1	\$	379,492.72
Jamail & Smith Construction (Terry HS Band Exterior)	Application # 1	\$	9,852.45
Jamail & Smith Construction (Terry HS Band Exterior)	Application # 2	\$	518.55
Micro Integration (District Wide Access Controls)	Application # 5F	\$	58,794.45
PBK Architects (Campbell/Dickinson ES Track/Turf)	Application # 20	\$	618.45
PBK Architects (Foster HS Natatorium)	Application # 32	\$	1,154.61
PBK Architects (Fulshear HS Natatorium)	Application # 33	\$	695.53
PBK Architects (George Ranch HS Natatorium)	Application # 32	\$	723.45

PBK Architects (Long Range Facilities Plan)	Application # 2	\$	54,876.25
PBK Architects (Randle HS)	Application # 10	\$	30,739.50
PBK Architects (Randle HS)	Application # 11	\$	12,295.80
PBK Architects (Service Center)	Application # 28	\$	5,902.94
PBK Architects (Traylor Stadium Improvements)	Application # 2	\$	1,603.80
PBK Architects (Traylor Stadium Press Box)	Application # 3	\$	18,711.00
PBK Architects (Traylor Stadium Press Box)	Application # 4	\$	13,608.00
PBK Architects (Traylor Stadium Turf & Track)	Application # 4	\$	3,318.80
PBK Architects (Traylor Stadium Turf & Track)	Application # 5	\$	4,004.78
PBK Architects (Traylor Stadium Turf & Track – Reimbursables)	Application # 1	\$	902.08
PBK Architects (Wright JHS)	Application # 10	\$	15,066.00
PBK Architects (Wright JHS)	Application # 11	\$	6,026.40
Rice & Gardner (2017 Bond Program)	Application # 7	\$	71,630.83
TAG Communications (George JHS/Terry HS – Serving Lines)	Application # 1	\$	2,335.00
Terracon (Foster HS Athletic Improvements)	Application # 2	\$	941.75
Terracon (Randle HS & Wright JHS Complex)	Application # 4	\$	52,461.16

Terracon (Roberts MS)	Application # 12	\$	375.00
Terracon (Tamarron ES)	Application # 4	\$	8,329.50
Terracon (Transportation Fuel Storage)	Application # 1	\$	3,700.00
Traffic Engineers, Inc. (ALC Traffic Study)	Application # 1	\$	9,000.00
Urbish Electric (George JHS Serving Lines)	Application # 1	\$	9,408.00
Urbish Electric (Service Center/Graphic Arts)	Application # 1	\$	44,440.00
Urbish Electric (Terry HS Serving Lines)	Application # 1	\$	16,300.00
VLK Architects (Tamarron ES)	Application # 3	\$	7,354.85
VLK Architects (Tamarron ES)	Application # 4	\$	12,258.00
VLK Architects (Tamarron ES – Reimbursables)	Application # 4	\$	73.74
Vanir, Rice & Gardner (2014 Bond Program)	Application # 50	\$	23,865.00

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

EXECUTIVE SUMMARY

Bond Sale 1	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Carl Briscoe Bentley Elementary (#24)	22,010,055.00	22,004,459.00	5,596.00	21,330,252.28	22,010,055.00
Kathleen Joerger Lindsey Elementary (#25)	23,770,861.00	22,265,663.00	1,505,198.00	20,238,604.58	22,265,663.00
Don Carter Elementary School (#26)	24,959,404.00	24,074,154.00	885,250.00	22,862,403.08	24,959,404.00
FHS Baseball	40,000.00	29,250.00	10,750.00	29,250.00	29,250.00
FHS Water Plant	990,000.00	715,625.00	274,375.00	712,764.50	990,000.00
HVAC Web Controls	1,056,000.00	563,659.73	492,340.27	550,159.73	1,056,000.00
LCHS Band Hall	700,000.00	683,092.00	16,908.00	583,361.29	700,000.00
Pink Elementary- Foundation	1,056,000.00	1,046,744.57	9,255.43	1,040,409.39	1,046,744.57
Natorium - Foster High School	8,648,880.00	8,625,304.19	23,575.81	8,605,578.19	8,648,880.00
Natorium - Fulshear High School	8,832,167.00	8,694,984.00	137,183.00	8,568,878.85	8,832,167.00
Natorium - George Ranch High School	9,086,569.00	9,001,276.00	85,293.00	8,954,104.13	9,086,569.00
Service Center/M&O	12,146,000.00	12,146,000.00	0.00	11,525,317.69	12,146,000.00
THS Band Hall	700,000.00	697,938.00	2,062.00	643,950.77	700,000.00
*THS Baseball	2,400,000.00	2,399,200.42	799.58	2,389,181.07	2,400,000.00
Sub Total - Bond Sale 1	116,395,936.00	112,947,349.91	3,448,586.09	108,034,215.55	114,870,732.57
Bond Sale 2					
Thomas R. Culver, III Elementary School	24,959,404.00	24,620,624.21	338,779.79	21,319,402.46	24,959,404.00
Tamarron Elementary School	26,207,374.00	22,734,774.34	3,472,599.66	6,943,292.67	26,207,374.00
James W. Roberts Middle School	22,342,493.00	21,826,023.40	516,469.60	21,000,072.47	22,342,493.00
Fulshear HS Shell	3,849,077.00	1,924,089.00	1,924,988.00	1,654,063.49	3,849,077.00
Satellite Ag Barn	3,786,750.00	189,000.00	3,597,750.00	167,961.00	3,786,750.00
Sub Total - Bond Sale 2	81,145,098.00	71,294,510.95	9,850,587.05	51,084,792.09	81,145,098.00
Grand Total	197,541,034.00	184,241,860.86	13,299,173.14	159,119,007.64	196,015,830.57

* Budget increased at August 18, 2016 Board Meeting

Additional Projects	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Access Controls	800,000.00	604,933.00	195,067.00	603,446.85	800,000.00
Huggins Elementary School	700,000.00	656,442.48	43,557.52	648,178.55	654,162.00
Chiller Replacement	1,200,000.00	1,027,572.50	172,427.50	1,024,058.27	1,027,573.00
Site Lighting	1,600,000.00	1,383,710.00	216,290.00	1,346,380.59	1,600,000.00
Grand Total	4,300,000.00	3,672,657.98	627,342.02	3,622,064.26	4,081,735.00

PROGRAM OVERVIEW

Vanir | Rice & Gardner, A Joint Venture, is serving as the Program Manager for the 2014 Bond Program for Lamar CISD. In this role, we manage individual projects and coordinate with architects and contractors. We are the liaison between LCISD Administration, Departments, and Schools and coordinate all activities necessary to complete each project.

We also provide program-wide oversight and look for efficiencies, cost reduction, and quality assurance opportunities.

JUDGE THOMAS R. CULVER III ELEMENTARY SCHOOL



SCHEDULE MILESTONES:

- Current Phase: Warranty
- Construction Start: May 2018
- Construction Completion: July 1, 2019

OVERVIEW:

- Construction is complete.
- Punchlist is 99% Complete.
- Final acceptance at November Board Meeting.

ROBERTS MIDDLE SCHOOL



SCHEDULE MILESTONES:

- Current Phase: Warranty
- Construction Start: May 2018
- Construction Completion: June 30, 2019

OVERVIEW

- Construction is complete.
- Punchlist is 99% Complete.
- Final acceptance at November Board Meeting.

MAINTENANCE & OPERATIONS FACILITY



SCHEDULE MILESTONES:

- Current Phase: Warranty

OVERVIEW:

- Warranty corrections being addressed.

SERVICE CENTER



SCHEDULE MILESTONES:

- Current Phase: Warranty
- Construction Start: May 2018
- Construction Completion: May 31, 2019

OVERVIEW:

- Closeout documents are under review by the Architect.
- Completed Punch list items are being reviewed by PBK.

TAMARRON ELEMENTARY SCHOOL



SCHEDULE MILESTONES:

- Current Phase: Construction
- Construction Start: April 2019
- Construction Completion: June 2020

OVERVIEW:

- Topping Slab is 95% complete.
- Structural Steel Installation is 70% complete.
- Fireproofing is 20% complete.
- MEP Rough-in is 15% complete.
- Underground Electrical duct bank has been 90% installed.
- Roof Deck is 20% complete.

FUTURE PROJECTS

SATELLITE AG BARN #3

SCHEDULE MILESTONES:

- Current Phase: Program Development
- Construction Start: Pending Site Selection

OVERVIEW:

- Satellite Ag Barn #2 and #3 have been programmed together.
- Project is on hold until a site has been identified.

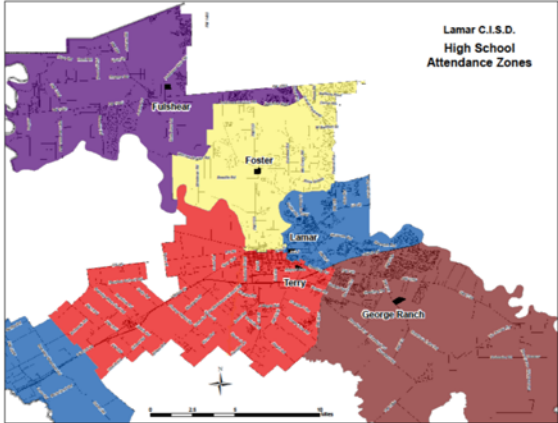
COMPLETED PROJECTS

Foster High School Baseball Scoreboard	Completed March 2016
Bentley Elementary School	Completed December 2016
Huggins Elementary School New Parent Drive	Completed May 2017
Lindsey Elementary School	Completed October 2017
Pink Elementary School Repairs	Completed November 2017
Chiller Replacement at six schools	Completed November 2017
Baseball Complex Renovations at Terry HS	Completed June 2018
Foster High School Natatorium	Completed August 2018
Fulshear High School Natatorium	Completed August 2018
George Ranch High School Natatorium	Completed August 2018
Carter Elementary School	Completed August 2018
Fulshear High School Shell Space	Completed August 2018
District-Wide Site Lighting	Completed February 2019
District-Wide Access Controls	Completed June 2019

**Monthly Report
October 2019**

Facilities Assessment and Long Range Plan

Questionnaire process complete.
Campus site visits complete.
Initial review of the information is in process.



Dr. Thomas E. Randle High School & Harry Wright Junior High School

Construction is ongoing.
Project is on schedule for July 2021 completion.



Synthetic Turf & Track Projects

Project is complete.
Final pay application is scheduled for the November Board meeting.



Foster High School Athletic Improvements

Lockers have been installed.

Baseball/Softball field construction is scheduled to be complete by December 2019.



Traylor Stadium Press Box Replacement

Construction Documents will be released October 15th.

Contractor recommendation will be on the November Board Agenda.



Multi-Campus Improvements

Navarro: Construction is complete.

Wessendorff: Construction is complete.

Campbell: Construction is complete.

Williams: Construction is complete.

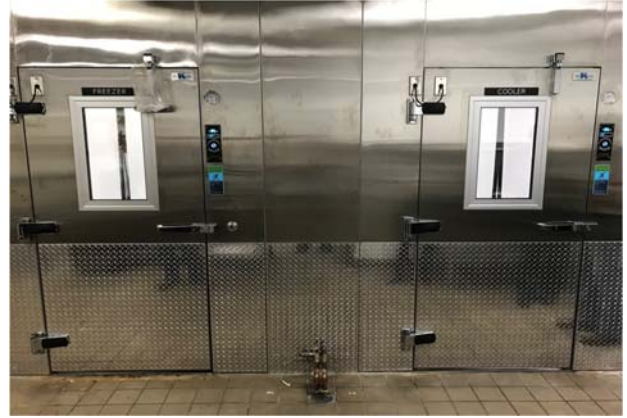
Finishing remaining punch list items.



Freezer/Cooler Replacements

Project is complete.

Final pay application is on the October Board Agenda.



Jane Long Historic Gym Renovations

VLK is the Architect of Record.

Design Development will be presented at the November Board Meeting.



ALC/1621/CIBC Additions and Renovations

VLK is the Architect of Record.

Design Development will be presented at the November Board Meeting.



Lamar CHS & Lamar JHS Additions & Renovations

PBK is the Architect of Record.

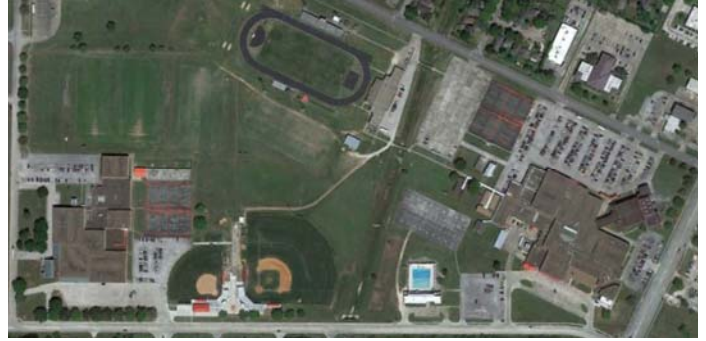
Design Development is in process.

Change of contractor procurement method to Construction Manager at Risk (CMAR) is on the October Board Agenda.



Terry HS & George JHS Additions & Renovations

VLK Architects is the Architect of Record.
Design Development is in process.
Change of contractor procurement method to Construction Manager at Risk (CMAR) is on the October Board Agenda.



Transportation Fuel Tank Replacement

Morris & Associates is the A/E Firm of Record.
Design Development is in process.



Multi-Campus Carpet Replacement

Corgan is the Architect of Record.
Project includes:
Foster
Briscoe
Jackson
Jane Long
Pink

Multi-Campus Improvements & HVAC Controls Upgrades

Corgan is the Architect of Record.
Project includes:
Austin – Front Office Renovations
Bowie – Parking, Entry canopy, serving line, cafeteria
Jackson – Drainage, serving line
Smith – Courtyard drainage
Taylor Ray – Parking Lot Drainage
HVAC controls upgrades at 10 schools.

Brazos Crossing Exterior Improvement

VLK is the Architect of Record.

Project includes exterior facade replacement.

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

PBK is the Architect of Record.

Project includes:

Foster
George Ranch
Fulshear

Navarro
Polly Ryon
Wessendorff
Wertheimer

2017 BOND REFERENDUM SUMMARY

PROJECT NAME	PROJECT BUDGET	COMMITTED	BALANCE
114 Austin ES Re-Roof	\$1,900,000.00	\$897,273.00	\$1,002,727.00
117 Seguin ECC Re-Roof	\$1,900,000.00	\$982,961.00	\$917,039.00
002 Terry HS Serving Lines	\$650,000.00	\$656,123.95	\$23,876.05
042 George JHS Serving Lines	\$650,000.00	\$528,728.39	\$91,271.61
Classroom Intruder Locks	\$400,000.00	\$390,985.72	\$9,014.28
011 Dr. Thomas E. Randle High School	\$126,500,000.00	\$111,701,665.60	\$14,798,334.40
046 Harry Wright Junior High School	\$62,000,000.00	\$53,013,720.40	\$8,986,279.60
Lamar Complex Improvements	\$10,840,000.00	\$551,124.00	\$10,288,876.00
New Elementary School #29 (146)	\$30,200,000.00	\$0.00	\$30,200,000.00
Traylor Stadium Press Box	\$2,800,000.00	\$156,016.00	\$2,643,984.00
High School LOTE Lab Renovations	\$1,050,000.00	\$198,565.00	\$851,435.00
HS Field Turf Replace & Foster HS Track	\$9,082,719.00	\$7,346,969.88	\$1,735,749.12
Foster HS Athletic Improvements	\$867,281.00	\$783,211.00	\$84,070.00
Camp. ES, Will. ES, Nav. MS & Wess. MS Improv.	\$2,854,000.50	\$2,817,741.64	\$36,258.86
Jane Long ES Historical Gym Renovations (105)	\$3,200,000.00	\$345,994.00	\$2,854,006.00
ES Cooler/Freezer Replacement	\$1,400,000.00	\$1,230,756.00	\$169,244.00
Transportation - Replace Underground Fuel Tank	\$900,000.00	\$144,194.00	\$755,806.00
New Alternative Learning Center	\$12,200,000.00	\$60,250.00	\$12,139,750.00

2017 BOND TECHNOLOGY SUMMARY

PROJECT NAME	PROJECT BUDGET	COMMITTED	BALANCE
IFP-Interactive Flat Panel	\$9,044,000.00	\$4,031,264.71	\$5,012,735.29
PTO-Printer Refresh	\$1,440,000.00	\$1,300,956.06	\$139,043.94
CCU-Campus Core Uplink	\$740,000.00	\$638,018.83	\$101,981.17
ESO-Expanded Storage	\$400,000.00	\$400,000.00	\$0.00
SCO-Security Cameras	\$250,000.00	\$250,000.00	\$0.00
TEL-Telephones	\$890,000.00	\$571,803.75	\$318,196.25
CR0-Computer Refresh	\$18,344,000.00	\$5,629,025.50	\$12,714,974.50
LCO-Laptop Carts	\$450,000.00	\$0.00	\$450,000.00
SCN-Eduphoria Scanners	\$122,000.00	\$0.00	\$122,000.00
IA0-Interact	\$2,646,000.00	\$0.00	\$2,646,000.00
TOTAL	\$34,326,000.00	\$12,821,068.85	\$21,504,931.15
TOTAL TECHNOLOGY BOND	\$34,326,000.00		
REMAINING TECHNOLOGY BOND	\$21,504,931.15		

2017 BOND TRANSPORTATION SUMMARY

PROJECT NAME	PROJECT BUDGET	COMMITTED	BALANCE
New Bus Purchase	\$2,568,046.00	\$2,568,046.00	\$0.00
Smart Tag	\$500,000.00	\$0.00	\$500,000.00

LAMAR CISD 2017 BOND PROGRAM - PROJECT LIST

PROJECTS	2018			2019			2020			2021			2022			2023												
	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Austin ES & Seguin ES Re-Roof	CONST			WARRANTY																								
Terry HS & George JHS Serving Lines				CONSTRUCTION						WARRANTY																		
Classroom Intruder Locksets				CONSTRUCTION			WARRANTY																					
High School Artificial Turf & Tracks				D	CD	P	CONST			WARRANTY																		
Foster HS Athletic Improvements				D	CD	P	CONST			WARRANTY																		
CES, WES, WMS, NMS Improv.				D	CD	P	CONST			WARRANTY																		
ES Cooler/Freezer Replacement				D	CD	P	CONST			WARRANTY																		
High School LOTE Lab Installation				D	CD	P	CONST			WARRANTY																		
Fuel Tank Replacement							D	CD	P	CONST			WARRANTY															
Traylor Stadium Pressbox				DESIGN			CD	P	CONSTRUCTION				WARRANTY															
Austin, Bowie, D. Smith, T. Ray & Jackson Improv.*							D	CD	P	CONST			WARRANTY															
FHS, BJHS, JES, PES, LES Improv.*							D	CD	P	CONST			WARRANTY															
Jane Long Auditorium Seating										CD	P	CONSTRUCTION	WARRANTY															
Jane Long Historical Gym Renovations							DESIGN			CD	P	CONSTRUCTION		WARRANTY														
ALC Additions & Renovations							DESIGN			CD	P	CONSTRUCTION		WARRANTY														
Elementary (#29)*							D	CD	P	CONSTRUCTION			WARRANTY															
Elementary (#30)*										D	CD	P	CONSTRUCTION					WARRANTY										
Elementary (#31)*										D	CD	P	CONSTRUCTION					WARRANTY										
Randle High School & Wright Junior High				D	CD	P	CONSTRUCTION						WARRANTY															
Lamar Complex Exterior Improvements				DESIGN						CD	P	CONSTRUCTION		WARRANTY														
Lamar HS & JHS Add & Renov.*							DESIGN			CD	P	CONSTRUCTION		WARRANTY														
Terry HS & GJHS Add & Renov.*							DESIGN			CD	P	CONSTRUCTION		WARRANTY														
HS Multi-Purpose* Orchestra Additions										DESIGN			CD	P	CONSTRUCTION				WARRANTY									
Brazos Crossing Exterior*										DESIGN			CD	P	CONSTRUCTION				WARRANTY									

INFORMATION ITEM: SCHOOL RESOURCE DIVISION UPDATE

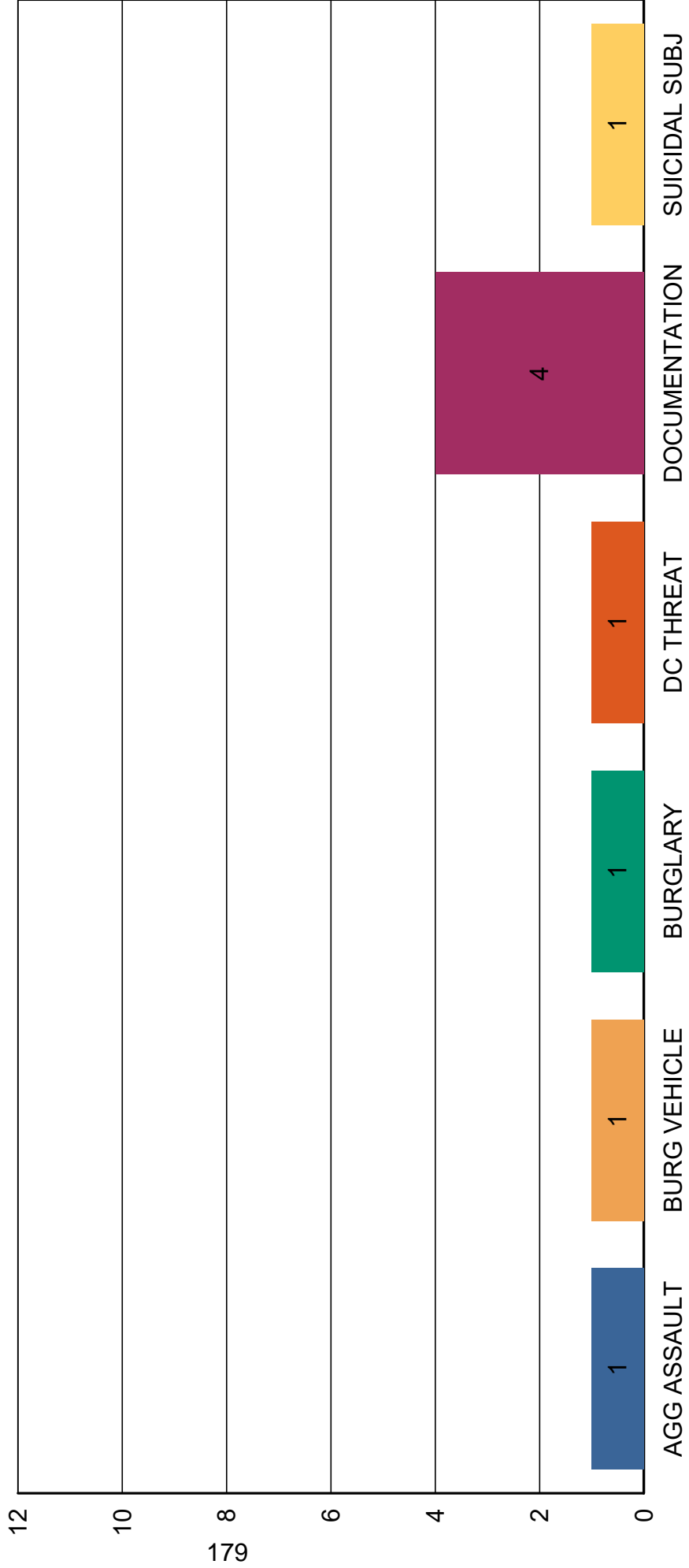
In order to maintain a safe, secure and welcoming learning environment for our students and staff, the District contracts with the Rosenberg Police Department for police services. Attached you will find the most recent published report(s) from the School Resource Division.

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



SRO Division Monthly Activity - Incident Response August 2019

Number of Incident Types



AGG ASSAULT : **1**
 AGG ASSAULT 19-35070 1 HUGGINS DR; HUGGINS ELEMENTARY AADW DeRoch, Sean

BURG VEHICLE : **1**
 BURG VEHICLE 19-33921 6110 AUGUST GREEN DR; ARREDONDO ELEMENTARY Kreusch, Kelly

Burglary : **1**
 Burglary 19-30884 1000 SHADOW BEND DR; CAMPBELL ELEMENTARY BNNF Rios, Mario

DC THREAT : **1**
 DC THREAT 19-35283 5201 MUSTANG AVE; WESSENDORFF MIDDLE SCHOOL ASTH Price, Jerry

In House : **4**
 In House 19-35320 8101 FM 762; READING JR HIGH Kreusch, Kelly

In House 19-35296 8101 FM 762; READING JR HIGH MH Bubb, Katrina

In House 19-35251 8181 FM 762; GEORGE RANCH HIGH SCHOOL INH Armstrong, B

In House 19-34912 8181 FM 762; GEORGE RANCH HIGH SCHOOL WELF Armstrong, B

SUICIDAL SUBJ : **1**
 SUICIDAL SUBJ 19-34793 8181 FM 762; GEORGE RANCH HIGH SCHOOL WELF Armstrong, B

Grand Total: **9**

INFORMATION ITEM: 2019 – 2020 ATTENDANCE BOUNDARY COMMITTEE

BACKGROUND INFORMATION:

The Board is asked to review the attached timeline for making attendance boundary decisions for Tamarron Elementary, which will open in fall 2020.

Also attached is the current Lamar CISD Zoning Process, adopted by the Board in September 2004.

Resource Person: Mike Rockwood, Chief of Staff

2019 – 2020 Attendance Boundary Committee Zoning Timeline for Tamarron Elementary

October 17	Information item with timeline to Board
November 11	Request for Attendance Boundary Committee (ABC) applications
December 6	Deadline for principals to submit ABC representatives
December 11	ABC review for Tamarron Elementary at Facilities Planning Team meeting
December 17	Board Zoning Committee meeting
December 19	Board approval of ABC and charge to ABC
January 6	First ABC meeting – zoning considerations for fall 2020 – 6:30 p.m. Board Room
January 13	Second ABC meeting – zoning considerations for fall 2020 – 6:30 p.m. Board Room
January 21	Third ABC meeting (if necessary) – zoning considerations for fall 2020 – 6:30 p.m. Board Room
January 30	Public input at community meeting – 6:30 p.m. TBD
February 3	ABC meeting – zoning recommendation to the Board finalized for fall 2020 – 6:30 p.m. Brazos Crossing 112C
February 18	ABC recommendation to the Board Zoning Committee
February 20	ABC recommendation to the Board – 7 p.m. Board Room
February 24	Information sent out to parents of students rezoned (if approved by Board)
March 19	ABC recommendation to the Board/additional public input/Board discussion if not approved at the February meeting – 7 p.m. Board Room

THE LCISD ZONING PROCESS

FACT: Lamar CISD is among the fastest growing school districts in the state. A large number of residential developments are under construction or in the planning stages throughout the LCISD community. The district must continue providing all students with a quality education.

BACKGROUND: In a growing school system, it is inevitable that the district's attendance zones will be changed periodically. As new schools open and population shifts occur, attendance zones will be adjusted. Each campus in the district is unique and offers many enrichment opportunities for students. Our goal is to ensure that all campuses, regardless of location, provide quality programs.

REQUESTING AN INTRA-DISTRICT TRANSFER: Assignments of any neighborhoods or areas of the district to a particular campus are subject to re-evaluation each year. Although students are expected to attend the school located in the attendance zone in which they reside, certain conditions may exist as outlined in district policies and procedures in which parents/guardians may request their child's transfer to another LCISD campus. In such instances, the parents/guardians may complete an intra-district transfer application available from any campus.

The application must be submitted to the principal at the requested campus. Due to overcrowded conditions at some campuses, the district may declare a campus closed to new transfers.

ZONING OBJECTIVES/CRITERIA: The district's Framework for Facilities Planning established a need for objectives and criteria to be used to guide zoning decisions. The following 12 objectives should be used when developing new attendance zones. All of the 12 objectives should be given equal weight when making boundary decisions.

1. To draw attendance zones in a way that supports an efficient/effective use of school facilities.
2. To reduce overcrowding of campuses.
3. To plan for future growth.
4. To keep neighborhoods and feeder schools tracking together, as much as possible.
5. To minimize rezoning neighborhoods which have been affected in previous rezonings.
6. To draw secondary zones which reflect the diversity of the district, as much as possible.
7. To consider elementary students' proximity to a campus, being mindful of traffic patterns that allow for the safest routes available.
8. To involve the community in defining the objectives/criteria for rezoning.
9. To develop a fair and objective rezoning process.
10. To always keep in mind doing what is in the best interest of students.
11. To communicate zoning information effectively to all students and families that may be impacted.
12. To consider fiscal impact of changes.

ATTENDANCE BOUNDARY COMMITTEE MAKE-UP: Membership of the ABC will consist of two representatives from each elementary and middle school campus and three representatives from each junior high and high school campus. The campus administrator will select campus representatives with the entire committee approved by the Board. Appropriate central administrators will serve as resources as needed. District information and the Board’s charge for rezoning considerations will be presented to the entire committee. Only representatives from campuses affected by rezoning and their feeder schools will be involved in making the rezoning recommendations to be presented to the Board. Current Board members cannot serve on the Attendance Boundary Committee.

LCISD ZONING PROCESS

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Conduct Board/Cabinet workshop(s) to review and discuss ABC charge and approve committee membership.	Convene the Attendance Boundary Committee (ABC) to review data & create zoning recommendations based on options presented by the administration as charged by the Board.	Conduct community forum(s) for parents in the areas subject to change to review plans and provide feedback.	Conduct additional ABC meetings as needed to review and discuss ABC proposed plan(s), and any changes presented based on parent input.	Conduct additional community forum(s) if needed to present final recommendation and allow for public comments.	Submit final recommendation to the Board Zoning Committee for input.	Submit final recommendation for Board approval.

Step 1: The administrative team will present all options to be considered for rezoning for review, discussion and input at a Board workshop (open to the public). Any modifications suggested at the workshop will be made before presenting the options to the ABC. Information for the Board may also be presented in written format to be discussed at a regular meeting of the Board. The Board will charge the administration with rezoning priorities to be considered by the ABC and approve the ABC membership roster for that year.

Step 2: Involve parents and community members in the process through the district Attendance Boundary Committee (ABC). The ABC will review the supporting data and options presented by the administration and work to propose possible zoning recommendations for Board consideration and approval.

Step 3: The plan(s) will be shown at a Community Forum(s) for parent input.

Step 4: Based on parent input from the Community Forum(s), the ABC will make any needed modifications to its recommendations. Modified ABC recommendations can be presented orally or in a written format to the Board.

Step 5: Additional Community Forum if needed to allow for parent comments on any ABC changes to the original recommendation.

Step 6: ABC will submit final recommendation to the Board Zoning Committee for input.

Step 7: Zoning plan(s) submitted for Board approval.

ADDITIONAL INFORMATION: If you would like additional information about zoning in Lamar CISD, please contact Community Relations at 832-223-0330.

INFORMATION ITEM: 2020-2021 INSTRUCTIONAL CALENDAR

BACKGROUND INFORMATION:

The Lamar CISD administration is preparing to utilize the Districtwide Student Improvement Council (DSIC)—a Districtwide committee of teachers, parents, community members and administrators—to provide the 2020-2021 instructional calendar recommendation to the Board of Trustees.

With the exception of the 2019-2020 instructional calendar—which utilized a parent and staff survey—the annual instructional calendar has traditionally been reviewed, discussed and recommended by the DSIC.

On December 3, the DSIC will review the calendar proposals developed by the administration. The DSIC members will then be asked to discuss these proposals with their campus staff/communities and to submit any new recommendations. All of the calendars that meet the appropriate District requirements and legislative guidelines will be included in a DSIC vote scheduled for February 4, 2020. The results of this process will inform the final DSIC recommendation to the Board in February.

Resource Person: Mike Rockwood, Chief of Staff