

LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
TUESDAY, OCTOBER 19, 2021
6:30 PM

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
 - A. Texas Association for Pupil Transportation School Bus Safety Poster Contest
4. Introductions
5. Public Comment
6. Board members reports
 - A. Meetings and events
7. Superintendent reports
 - A. Information for immediate attention
8. **CONSENT AGENDA**
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 - B. Consider ratification of Financial and Investment Reports 15
 - C. Consider ratification of Quarterly Investment Report 19
 - D. Consider approval of budget amendment requests 26
 - E. Consider approval of resolutions proclaiming: 30
 1. Parent Involvement Week
 - F. Consider approval of Board Policy 32
 1. Localized Policy Manual Update 117
 2. DNA(LOCAL) - Performance Appraisal Evaluation of Teachers
 3. FDB(LOCAL) - Admissions: Intradistrict Transfers and Classroom Assignments
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 - K. Consider approval of third-party review and report for Bernard Clifton Terrell Elementary School 105
 - L. Consider approval of commissioning agent for Bernard Clifton Terrell Elementary School 110
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 2. Consider approval of Amendment No. 1 to RFP 12-2021RF, the HVAC Full Coverage Maintenance and Service Agreement 118
 3. Consider approval of architect contract and procurement method for Elementary School #33 122

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3.	Consider approval of wireless heat map surveys	178
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4.	Discussion of Naming of Schools Policy	214
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37.	Discussion of ESSER III, Part 1 Use of Funds Plan	265
B.	GOAL: TECHNOLOGY	
1.	Discussion of Phase One Elementary Network Upgrade	267
13.	CLOSED SESSION	
A.	Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time _____)	
1.	Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a	268

- 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 269
- b. Employment of professional personnel (Information) 272
- c. Employee resignations and retirements (Information) 273
- 2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
- 3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation
 - c. Consultation with attorney pursuant to Texas Government Code Section 551.071(2)

RECONVENE IN OPEN SESSION
Action on Closed Session Items
Future Agenda Items
Upcoming Meetings and Events

14. Possible action on recommendation to suspend teacher Troi Moore without pay.

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 15th day of October 2021 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

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 21st day of September 2021, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

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

Members Absent:

Joe Hubenak	Secretary
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Others Present:

Roosevelt Nivens	Superintendent
Alphonso Bates	Chief Student Services Officer
Sonya Cole-Hamilton	Chief Communications Officer
Chris Juntti	Chief Operations Officer
Jill Ludwig	Chief Financial Officer
Terri Mossige	Chief Learning Officer
Dallis Warren	Chief of Police
Kevin McKeever	Executive Director of Facilities & Planning

BUSINESS TRANSACTED

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

2. OPENING OF MEETING

A moment of silence was observed, and the pledge of allegiance and pledge to the Texas Flag were recited.

3. RECOGNITIONS/AWARDS

Certificate of Excellence in Financial Reporting for its Comprehensive Annual Financial Report for the fiscal year ending August 31, 2020 (School year 2019-20).

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4. INTRODUCTIONS

Ms. Muzik introduced new staff to the Board:
Tamela Allen, assistant principal at Hubenak Elementary School
Savannah Read, Director of Special Educations

5. PUBLIC COMMENT

Ms. Rocio Marin addressed the Board about bullying.

Mr. L.Jay Edenmeyer addressed the Board about COVID and leave days if a staff member gets COVID.

Mr. Jason Colunga addressed the Board about the zoning of Randle High School.

Mr. Curtis Pickering addressed the Board about COVID and to listen to the experts and take the necessary steps to make our children safe.

Ms. Cindy Hardin addressed the Board about COVID protocol.

Ms. Rebecca Clark addressed the Board about things she witnessed at the last Board meeting, in particular the document about COVID protocols that was presented at the last minute to the Board.

6. BOARD MEMBER REPORTS

a. Meetings and Events

Mr. Welch attended the Catholic Charities Gala that honored Dr. Thomas Randle.

Ms. Danziger said she attended the Catholic Charities Gala and the Chamber of Commerce Breakfast on the Bend where Dr. Nivens spoke.

Mr. Lambert said he and a few others attended the dedication of Dr. Thomas E. Randle High School. He said as Board members they hear a lot of negative things and sometimes it is out of their hands. He encourages everyone to go to the source and follow the chain of command and to go with a solution or suggestion.

Mrs. Williams said she and Dr. Nivens toured several elementary schools.

Ms. Bronsell said the Fort Bend County Fair starts on Friday and there are a lot of our kids that have projects and have worked very hard.

7. SUPERINTENDENT REPORTS

a. Meetings and Events

b. Information for Immediate Attention

Dr. Nivens said it is an honor to serve Lamar CISD. He has been visiting campuses and is marveled at the resiliency of our students. He said he has been issuing a challenge, he knows we are all tired of the pandemic and when we get tired, we tend to lash out. He challenges everyone be mindful of how you respond to one another and how we disagree because our students are watching our behavior.

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ACTION ITEMS FOR CONSENT OF APPROVAL: 8. A – 8. Q; 9. A-1; and 9. B-1 – 9. B-8.

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

8. CONSENT AGENDA

A. Approval of minutes

a. August 17, 2021 - Special Meeting (Workshop)

b. August 19, 2021 - Special Meeting

c. August 19, 2021 – Regular Board Meeting

Approved minutes.

B. Ratification of Financial and Investment Reports

Ratified the Financial and Investment Reports as presented.

C. Approval of resolutions proclaiming:

1. Character Counts Week

Approved the attached resolution proclaiming October 17 - 23, 2021 as "Character Counts Week" in the Lamar Consolidated Independent School District. (See inserted page 3-A.)

2. Custodial Week

Approved the attached resolution proclaiming September 27 – October 1, 2021 as "Custodial Worker Recognition Week" in the Lamar Consolidated Independent School District. (See inserted page 3-B.)

3. Human Resources Day

Approved the attached resolution proclaiming October 13, 2021 as "Human Resources Day" in the Lamar Consolidated Independent School District. (See inserted page 3-C.)

4. Red Ribbon Week

Approved the attached resolution proclaiming October 23 – 31, 2021 as "Red Ribbon Week" in the Lamar Consolidated Independent School District. (See inserted page 3-D.)

5. Safe Schools Week

Approved the attached resolution proclaiming October 17 – 23, 2021 as "Safe Schools Week" in the Lamar Consolidated Independent School District. (See inserted page 3-E.)

6. School Bus Safety Week

Approved the attached resolution proclaiming October 18 – 22, 2021 as "School Bus Safety Week" in the Lamar Consolidated Independent School District. (See inserted page 3-F.)

7. School Lunch Week

Approved the attached resolution proclaiming October 11 – 15, 2021 as "School Lunch Week" in the Lamar Consolidated Independent School District. (See inserted page 3-G.)

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D. Approval of geotechnical study for the orchestra additions

Approved Terracon for the geotechnical study for the orchestra additions at Fulshear High, Leaman Junior High, Foster High, Briscoe Junior High, George Ranch High, and Reading Junior High schools in the amount of \$29,000 and authorized the Board President to execute the agreement. (See inserted pages 4-A – 4-TTT.)

E. Approval of design development for the vestibule additions and renovations at Meyer Elementary School, Navarro Middle School, Seguin Early Childhood Center, and Taylor Ray Elementary School

Approved the design development for the vestibule additions and renovations at Meyer Elementary School, Navarro Middle School, Seguin Early Childhood Center, and Taylor Ray Elementary School as presented.

F. Approval of professional topographic surveying for vestibule additions and renovations

Approved Kaluza, Inc. for professional topographic surveying for the vestibule additions and renovations at Meyer Elementary School, Navarro Middle School, Seguin Early Childhood Center, and Taylor Ray Elementary School in the amount of \$13,200 and authorized the Board President to execute the agreement. (See inserted pages 4-UUU - 4-FFFF.)

G. Approval of hazardous materials surveying services for the Bowie Elementary and Beasley Elementary schools' additions and renovations

Approved Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for the Bowie Elementary and Beasley Elementary schools' additions and renovations in the total amount of \$1,700 and authorized the Board President to execute the agreement. (See inserted pages 4-GGGG – 4-LLLL.)

H. Approval of design development for the Huggins Elementary School security vestibule additions and renovations

Approved the design development for the Huggins Elementary School security vestibule additions and renovations as presented.

I. Approval of professional topographic surveying for the Huggins Elementary School additions and renovations

Approved Kaluza, Inc. for professional topographic surveying for the Huggins Elementary School additions and renovations in the amount of \$3,500 and authorized the Board President to execute the agreement. (See inserted pages 4-MMMM – 4-OOOO.)

J. Approval of professional topographic surveying for the Austin Elementary School additions and renovations

Approved Kaluza, Inc. for professional topographic surveying for the Austin Elementary School additions and renovations in the amount of \$15,700 and authorized the Board President to execute the agreement. (See inserted pages 4-PPPP – 4-RRRR.)

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K. Approval of hazardous materials surveying services for the Jackson Elementary School additions and renovations

Approved Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for the Jackson Elementary School additions and renovations in the total amount of \$800 and authorized the Board President to execute the agreement. (See inserted pages 5-A – 5-C.)

L. Approval of professional topographic surveying for Williams Elementary School additions and renovations

Approved Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying for Williams Elementary School additions and renovations in the amount of \$14,650 and authorized the Board President to execute the agreement. (See inserted pages 5-D – 5-G.)

M. Approval of geotechnical study for Williams Elementary School renovations

Approved HTS, Inc. Consultants for the geotechnical study for Williams Elementary School renovations in the amount of \$750 and authorized the Board President to execute the agreement. (See inserted pages 5-H – 5-J.)

N. Approval of hazardous materials surveying services for Williams Elementary School additions and renovations

Approved Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for Williams Elementary School additions and renovations in the total amount of \$800 and authorized the Board President to execute the agreement. (See inserted pages 5-K – 5-M.)

O. Approval of HVAC test and balance for Maxine Phelan Elementary School

Approved Engineered Air Balance for the HVAC test and balance service for the HVAC web controls at Maxine Phelan Elementary School in the amount of \$119,955 and authorized the Board President to execute the agreement.

P. Approval of professional topographic surveying for the Lamar CISD Police Station

Approved Charlie Kalkomey Surveying, Inc. A Jones & Carter Company for professional topographic surveying for the Lamar CISD Police Station in the amount of \$11,150 and authorized the Board President to execute the agreement. (See inserted pages 5-N – 5-Q.)

Q. Approval of resolution setting forth a nominee for the Board of Directors of the Fort Bend Central Appraisal District

No action was taken.

9. ACTION ITEMS

A. GOAL: INSTRUCTIONAL

1. Approval to submit a state waiver to the Texas Education Agency

Authorized the Superintendent to submit a class size waiver to the Texas Education Agency.

B. GOAL: PLANNING

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1. Approval of design development for the orchestra additions

Approved the design development for the Orchestra additions at Fulshear High, Leaman Junior High, Foster High, Briscoe Junior High, George Ranch High, and Reading Junior High schools as presented.

2. Approval of design development for the Austin Elementary School additions and renovations

Approved the design development for the Austin Elementary School additions and renovations as presented.

3. Approval of design development for the Jackson Elementary School additions and renovations

Approved the design development for the Jackson Elementary School additions and renovations as presented.

4. Approval of building technology systems for Maxine Phelan Elementary School

Approved RockIT Consulting LLC. for installation of the building technology equipment for Maxine Phelan Elementary School in the amount of \$407,457.38 and authorized the Board President to sign the agreement. (See inserted pages 6-A – 6-E.)

5. Approval of design development for the Lamar Consolidated High School tennis courts and parking project

Approved the design development for the for the Lamar Consolidated High School tennis courts and parking project as presented.

6. Approval of foundation investigation for Austin Elementary School

Approved Terracon for the foundation investigation for Austin Elementary School in the amount of \$22,250 and authorized the Board President to execute the agreement. (See inserted pages 6-F – 6-L.)

7. Approval of design development for the Bowie Elementary and Beasley Elementary schools' additions and renovations

Approved the design development for the Bowie Elementary and Beasley Elementary schools' additions and renovations as presented.

8. Approval of the new audio/video system for the Fulshear satellite transportation center

Approved Knight Security Systems for the installation of the new audio/video system for the Fulshear Satellite Transportation Center in the amount of \$21,350.14 and authorized the Board President to execute the agreement. (See inserted pages 6-M – 6-T.)

9. ACTION ITEMS

B. GOAL: PLANNING

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9. Discussion of Board Operating Procedures

It was moved by Mrs. Williams and seconded by Ms. Bronsell to table this item in order for all board members to be present and participate in the discussion. The motion carried unanimously.

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

Ms. Ludwig said we have an opportunity to save some money on our bonds. Mr. Terrell Palmer gave a summary of the savings of approximately \$45m.

It was moved by Mr. Lambert and seconded by Mr. Hunt that the Board of Trustees approve the Order Authorizing the Issuance of Lamar Consolidated Independent School District Unlimited Tax Refunding Bonds, Which May be Issued in One or More Series; Levying a Tax and Providing for the Security and Payment Thereof; Providing for the Award of the Sale Thereof in Accordance with Specified Parameters; And Enacting Other Provisions Relating Thereto. The motion carried unanimously.

10. INFORMATION ITEMS

A. GOAL: INSTRUCTIONAL

1. Update Virtual Instruction

Dr. Mossige gave an update.

B. GOAL: PLANNING

1. Delinquent Tax Collections

Mr. Chip Sutton presented to the Board.

2. Bond Update

3. HB 547 - Homeschool for UIL activities

4. Parent Involvement Update

11. FUTURE ACTION ITEMS

A. GOAL: INSTRUCTIONAL

1. Discussion of the 2021-2022 District Improvement Plan and Campus Improvement Plans

B. GOAL: PLANNING

1. Discussion of purchase of Charter Bus Services

2. Discussion of Amendment No. 1 to RFP 12-2021RF, the HVAC Full Coverage Maintenance and Service Agreement

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- 3. Discussion of architect contract for Elementary #33**
- 4. Discussion of RFP#18-2021RG for Construction Manager at Risk for the Terry High and George Junior High schools' additions and renovations Phase I and Phase II**
- 5. Discussion of sanitary sewer investigation for Campbell Elementary School**
- 6. Discussion of Texas Accessibility Standards Review and Inspection for Bernard Clifton Terrell Elementary School**
- 7. Discussion of schematic design for the Lamar CISD Police Station**

C. GOAL: TECHNOLOGY

- 1. Discussion of district-wide iPad refresh**
- 2. Discussion of Network Fiber Connections**
- 3. Discussion of Wireless Heat Map Surveys**
- 4. Discussion of Transportation Wireless Upgrades**

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 8:40 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 10:15 p.m.

FUTURE AGENDA ITEMS

Information Item on the naming of schools

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UPCOMING MEETINGS AND EVENTS

TASA/TASB Convention

ADJOURNMENT

The meeting adjourned at 10:16 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Joy Williams
President of the Board of Trustees

Joe Hubenak
Secretary of the Board of Trustees

CONSIDER 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 30, 2021 Disbursements, all funds
 - List of disbursements for the month by type of expenditure
- Financial Reports
 - Year-to-Date Cash Receipts and Expenditures, General Fund only
 - Investment Report

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

SCHEDULE OF SEPTEMBER 2021 DISBURSEMENTS

IMPACT/RATIONALE:

All disbursements made by the Accounting Department are submitted to the Board of Trustees for ratification on a monthly basis. Disbursements made during the month of September total \$43,830,749 and are shown below by category.

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>	<u>August 2021 For Reference Only</u>
611/612	Salaries and Wages, All Personnel	23,273,932	21,725,075
614	Employee Benefits	1,228,977	1,072,348
621	Professional Services	49,647	53,240
622	Tuition and Transfer Payments	-	5,088
623	Education Services Center	108,738	12,720
624	Contracted Maintenance and Repair Services	1,425,372	397,130
625	Utilities	1,514,102	691,052
626	Rentals and Operating Leases	20,423	25,698
629	Miscellaneous Contracted Services	920,364	269,979
631	Supplies and Materials for Maintenance and Operations	251,861	258,391
632	Textbooks and Other Reading Materials	162,151	226,037
633	Testing Materials	1,775	1,614
634	Food Service	503,541	55,911
639	General Supplies and Materials	3,896,091	5,933,874
641	Travel and Subsistence -- Employee and Student	51,027	24,917
642	Insurance and Bonding Costs	179,982	23,862
649	Miscellaneous Operating Costs/Fees and Dues	81,065	109,968
659	Other Debt Services Fees	-	750
661	Land Purchase and/or Improvements	82,905	8,715
662	Building Purchase, Construction, and/or Improvements	9,569,665	11,311,003
663	Furniture & Equipment - \$5,000 or more per unit cost	501,409	1,068,708
110	Cash (Petty Cash)	-	18,000
141	Pre-paid	-	7,963
217	Operating Transfers, Loans and Reimbursements	-	-
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	7,722	4,555
	Total	43,830,749	43,306,598

PROGRAM DESCRIPTION:

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

Submitted by,



Michele Reynolds,
Director of Finance

Recommended for approval,



Dr. Roosevelt Nivens
Superintendent

**LAMAR CONSOLIDATED I.S.D.
GENERAL FUND
YEAR TO DATE CASH RECEIPTS AND EXPENDITURES
(BUDGET AND ACTUAL)
AS OF SEPTEMBER 30, 2021**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	185,575,999.00	393,399.00	(185,182,600.00)	0.2%
5800-STATE PROGRAM REVENUES	185,811,382.00	34,998,045.00	(150,813,337.00)	18.8%
5900-FEDERAL PROGRAM REVENUES	3,925,000.00	41,279.00	(3,883,721.00)	1.1%
TOTAL- REVENUES	375,312,381.00	35,432,723.00	(339,879,658.00)	9.4%
EXPENDITURES				
6100-PAYROLL COSTS	318,108,848.00	25,908,719.00	292,200,129.00	8.1%
6200-PROFESSIONAL/CONTRACTED SVCS.	31,279,960.00	1,380,874.00	29,899,086.00	4.4%
6300-SUPPLIES AND MATERIALS	17,413,298.00	232,281.00	17,181,017.00	1.3%
6400-OTHER OPERATING EXPENDITURES	7,066,467.00	269,703.00	6,796,764.00	3.8%
6600-CAPITAL OUTLAY	1,443,808.00	-	1,443,808.00	0.0%
TOTAL-EXPENDITURES	375,312,381.00	27,791,577.00	347,520,804.00	7.4%

**Local Investment Pools
as of September 30, 2021**

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	546,329.93	0.00	0.00	12.50	546,342.43
General Account	56,403,035.82	49,492,177.00	31,086,540.08	1,188.95	74,809,861.69
Health Insurance	5,084.57	2,644,873.41	2,605,000.00	13.84	44,971.82
Workmen's Comp	245,216.32	41,666.67	70,000.00	5.36	216,888.35
Property Tax	693,145.29	318,210.23	0.00	20.11	1,011,375.63
Vending Contract Sponsor	304,569.67	0.00	0.00	6.97	304,576.64
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Capital Projects Series 2005	1,066,320.38	0.00	0.00	24.43	1,066,344.81
Student Activity Funds	35,078.35	0.00	0.00	1.11	35,079.46
Taylor Ray Donation Account	54.72	0.00	0.00	0.00	54.72
Capital Projects Series 2007	119,325.81	0.00	0.00	2.75	119,328.56
Common Threads Donation	56,408.01	0.00	0.00	1.35	56,409.36
Debt Service 2012A	7.08	0.00	0.00	0.00	7.08
Debt Service 2012B	103,882.44	0.00	0.00	2.39	103,884.83
Debt Service 2014A	623.33	0.00	0.00	0.00	623.33
Debt Service 2014B	3.76	0.00	0.00	0.00	3.76
Debt Service 2013A	1,963.65	0.00	0.00	0.00	1,963.65
Debt Service 2016A	9.67	0.00	0.00	0.00	9.67
Debt Service 2016B	3.31	0.00	0.00	0.00	3.31
Capital Projects 2017	1.00	0.00	0.00	0.00	1.00
Debt Service 2018	24.46	0.00	0.00	0.00	24.46
Capital Projects 2018	2,045.75	0.00	0.00	0.00	2,045.75
Capital Projects 2019	31,953.28	0.00	0.00	0.69	31,953.97
Debt Service 2019	4,500,035.24	0.00	0.00	103.08	4,500,138.32
Debt Service Capitalized Interest 2019	27,024.83	0.00	0.00	0.68	27,025.51
Debt Service Capitalized Interest 2021	5,015,320.78	0.00	0.00	114.90	5,015,435.68
Capital Projects 2021	91,872,032.67	0.00	1,017,936.63	2,090.14	90,856,186.18
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	90,759.25	0.00	0.00	0.38	90,759.63
Workers' Comp	298,996.56	0.00	0.00	1.26	298,997.82
Property Tax Fund	34,061.08	0.00	0.00	0.14	34,061.22
General Fund	2,740,886.00	0.00	0.00	11.51	2,740,897.51
Food Service Fund	45,832.15	0.00	0.00	0.19	45,832.34
Debt Service Series 1996	324.85	0.00	0.00	0.00	324.85
Capital Project Series 1998	742.05	0.00	0.00	0.00	742.05
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	2.43	0.00	0.00	0.00	2.43
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	406.79	0.00	0.00	0.00	406.79
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	0.06	0.00	0.00	0.00	0.06
Capital Projects 2014B	18.02	0.00	0.00	0.00	18.02
Capital Projects 2015	53.98	0.00	0.00	0.00	53.98
Debt Service Series 2015	382.44	0.00	0.00	0.00	382.44
Capital Projects 2017	0.12	0.00	0.00	0.00	0.12
Capital Projects 2018	36,547,416.27	0.00	5,236,245.17	148.07	31,311,319.17
Debt Service Series 2018	10.73	0.00	0.00	0.00	10.73
Capital Projects 2019	26,402,510.00	0.00	4,036,682.42	108.18	22,365,935.76
Capital Projects 2021	12,000,178.19	0.00	0.00	50.40	12,000,228.59
MBIA Texas CLASS Fund					
General Account	16,495,255.65	0.00	0.00	599.91	16,495,855.56
Capital Project Series 1998	972.22	0.00	0.00	0.00	972.22
Capital Projects Series 2007	1.00	0.00	0.00	0.00	1.00
Debt Service Series 2007	1.00	0.00	0.00	0.00	1.00
Capital Projects Series 2012A	2,112,580.23	0.00	0.00	76.86	2,112,657.09
Debt Service 2015	833.73	0.00	0.00	0.00	833.73
Capital Projects 2017	11,317,358.86	0.00	355,668.41	191.71	10,961,882.16
Capital Projects 2019	15,060,608.45	0.00	1,731,319.40	491.11	13,329,780.16
Capital Projects 2021	9,784,874.11	0.00	0.00	355.90	9,785,230.01
TEXSTAR					
Capital Projects Series 2007	786.18	0.00	0.00	0.00	786.18
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	137.94	0.00	0.00	0.00	137.94
Debt Service Series 2012A	0.03	0.00	0.00	0.00	0.03
Debt Service Series 2012B	0.17	0.00	0.00	0.00	0.17
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	2.67	0.00	0.00	0.00	2.67
Capital Projects 2014A	4,862.42	0.00	0.00	0.01	4,862.43
Capital Projects 2014B	2.65	0.00	0.00	0.00	2.65
Debt Service 2015	2,659.10	0.00	0.00	0.00	2,659.10
Capital Projects 2015	1.40	0.00	0.00	0.00	1.40
Capital Projects 2017	1.00	0.00	0.00	0.00	1.00
Capital Projects 2018	20,200,002.74	0.00	0.00	165.98	20,200,168.72
Debt Service 2018	1.65	0.00	0.00	0.00	1.65
Debt Service 2019	505,586.33	0.00	0.00	4.18	505,590.51
Capital Projects 2019	32,011,835.37	0.00	0.00	263.13	32,012,098.50
Capital Projects 2021	24,000,697.31	0.00	0.00	197.37	24,000,894.68
Texas Range Fund					
Capital Projects Series 2007	1,067,167.11	0.00	0.00	15.95	1,067,183.06
Capital Projects Series 2008	149.46	0.00	0.00	0.00	149.46
Capital Projects Series 2012A	0.21	0.00	0.00	0.00	0.21
Capital Projects Series 2014A	111,935.95	0.00	0.00	1.67	111,937.62
Capital Projects Series 2014B	500,224.97	0.00	0.00	7.48	500,232.45
Debt Service 2015	114.98	0.00	0.00	0.00	114.98
Capital Projects 2015	3,343,155.08	0.00	0.00	49.96	3,343,205.04
Capital Projects 2017	41.84	0.00	0.00	0.00	41.84
Capital Projects 2018	7.15	0.00	0.00	0.00	7.15
Debt Service 2018	1.48	0.00	0.00	0.00	1.48
Capital Projects 2019	15,148,159.77	0.00	0.00	226.39	15,148,386.16
Capital Projects 2021	94,077,420.33	0.00	0.00	1,405.99	94,078,826.32

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	0.03	\$3,589.25
LONE STAR ACCOUNT INTEREST	0.01	\$320.13
MBIA TEXAS CLASS ACCOUNT INTEREST	0.04	\$1,715.49
TEXSTAR ACCOUNT INTEREST	0.01	\$630.67
TEXAS TERM/DAILY ACCOUNT INTEREST	18.02	\$1,707.44
TOTAL CURRENT MONTH EARNINGS		\$7,962.98
EARNINGS 9-01-21 THRU 9-30-21		\$7,962.98
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$7,962.98

CONSIDER RATIFICATION OF QUARTERLY INVESTMENT REPORT

JUNE 2021 THROUGH AUGUST 31, 2021

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

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

Preface

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

Investment Strategy by Fund

GENERAL FUND STRATEGY:

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

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

DEBT SERVICE FUND STRATEGY:

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

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

CAPITAL PROJECTS FUND STRATEGY:

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

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

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

INVESTMENT POSITION AT AUGUST 31, 2021

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

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

COST TO FAIR MARKET VALUE COMPARISON

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

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
Texpool	1.00	\$22,223,964,027	\$22,226,114,509	0.7246%

The dollar weighted average maturity of the pool's portfolio for August 2021 was 31 days.

Lone Star,
Government
Overnight
Fund

1.00	\$ 3,379,590,312	\$ 3,379,763,859	2.3128%
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The dollar weighted average maturity of the portfolio for the Government Overnight Fund for August 2021 was 45 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	\$12,955,104,530	\$12,955,420,828	0.4228%
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The dollar weighted average maturity of the portfolio for Texas CLASS Fund for August 2021 was 53 days.

Texas Term, Daily Fund	1.00	\$2,965,067,044	\$2,965,288,878	3.8531%
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The dollar weighted average maturity of the portfolio for TEXAS TERM/DAILY Fund for August 2021 was 53 days.

TexStar,	1.00	\$8,945,411,473	\$8,945,978,474	0.8577%
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The dollar weighted average maturity of the portfolio for TEXSTAR Fund for August 2021 was 50 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, 2021. This report fully discloses all material aspects of the District's cash and investment position for the quarter then ended. All investments are in compliance with the Public Funds Investment Act (HB 2459) and local investment policy.

Submitted by:


 Jill Ludwig,
 Chief Financial Officer

Date: 10/12/2021


 Yvonne Dawson
 Director of Budget & Treasury

Date: 10/12/2021


 Michele Reynolds
 Director of Finance

Date: 10/12/2021

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

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

<u>DEMAND DEPOSIT ACCOUNT BALANCES¹</u>	<u>06/30/2021</u>	<u>07/31/2021</u>	<u>08/31/2021</u>
General Fund	1,645,492	4,070,620	2,913,987
Special Revenue Funds (Combined)	2,061,300	2,031,941	2,577,337
Debt Service Fund	3,020,489	3,019,814	877,901
Capital Projects Fund	1,845,774	1,133,941	2,270,946
Workmen's Compensation and Health Insurance Trust Funds	1,260,968	279,603	67,439
Trust and Agency Funds, excluding Student Activity Funds	35,120	35,120	35,120
Student Activity Funds	2,742,341	2,779,838	2,810,222
Total Demand Deposits/Cash on Hand	<u>12,611,484</u>	<u>13,350,877</u>	<u>11,552,952</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, 2021

	06/30/2021	07/31/2021	08/31/2021
INVESTMENT POOLS*			
General Fund			
Texpool	79,859,361	64,758,294	57,099,914
Lone Star	2,774,924	2,774,936	2,774,948
Texas CLASS	16,493,684	16,494,545	16,495,254
Food Service Fund			
Texpool	546,311	546,320	546,330
Lone Star	45,832	45,832	45,832
Debt Service Fund			
Texpool	26,434,595	26,696,119	9,949,792
Lone Star	720	720	720
Texas CLASS	834	834	834
Texas Term/Daily	67,221	67,222	116
TexSTAR	2,607,654	2,607,676	508,263
Capital Projects Fund			
Texpool	109,474,848	106,535,152	93,091,679
Lone Star	84,766,036	82,771,611	75,042,088
Texas CLASS	38,893,507	38,802,603	38,276,395
Texas Term/Daily	116,173,947	114,246,219	114,248,264
TexSTAR	76,217,045	76,217,693	76,218,340
Workmen's Compensation and Health Insurance Trust Funds			
Texpool	310,655	998,506	250,301
Lone Star	298,992	298,994	298,995
Special Revenue Funds			
Texpool	56,406	56,407	56,408
Student Activity Funds			
Texpool	35,077	35,077	35,078
Total Investment in Pools	555,057,649	533,954,760	484,939,551
Summary of Interest Earned by Month			
Texpool	2,394	3,322	3,274
Lone Star	381	378	355
Texas CLASS	2,631	2,470	2,019
TexSTAR	648	670	658
Texas Term/Daily	2,833	1,981	2,046
Total Interest Earned from Investment Pools	8,887	8,821	8,352
Average Yield by Month			
Texpool	0.01	0.02	0.02
Lone Star	0.01	0.01	0.01
Texas CLASS	0.06	0.06	0.05
TexSTAR	0.01	0.01	0.01
Texas Term/Daily	0.03	0.02	0.02

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

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 DETAILS OF TRANSACTIONS FOR INVESTMENT POOLS

	05/31/2021	DEPOSITS	WITHDRAWALS	06/30/2021	DEPOSITS	WITHDRAWALS	07/31/2021	DEPOSITS	WITHDRAWALS	08/31/2021
General Fund										
		14,774,742	(26,491,897)	79,889,361	686,756	(15,787,823)	64,768,294	49,824,856	(57,483,236)	57,089,914
Texpool	91,576,516									
Lone Star	2,774,912	12	-	2,774,924	12	-	2,774,936	12	-	2,774,948
Texas CLASS	16,492,856	828	-	16,493,684	861	-	16,494,545	709	-	16,495,254
Food Service Fund										
		6	-	546,311	9	-	546,320	10	-	546,330
Texpool	546,305									
Lone Star	45,832	-	-	45,832	-	-	45,832	-	-	45,832
Debt Service Fund										
		333,057	-	26,434,595	261,524	-	26,696,119	16,657,321	(33,403,648)	9,949,792
Texpool	26,101,538									
Lone Star	720	-	-	720	-	-	720	-	-	720
Texas CLASS	834	-	-	834	-	-	834	-	-	834
Texas Term/Daily	67,219	2	-	67,221	1	-	67,222	-	(67,106)	116
TexSTAR	2,607,632	22	-	2,607,654	22	-	2,607,676	12	(2,099,425)	508,263
Capital Projects Fund										
		1,196	(2,771,522)	109,474,848	1,739	(2,941,435)	106,535,152	1,868	(13,445,341)	93,091,679
Texpool	112,245,174									
Lone Star	90,077,143	369	(5,311,476)	84,766,036	364	(1,994,789)	82,771,611	342	(7,729,865)	75,042,088
Texas CLASS	41,603,683	1,803	(2,711,979)	38,893,507	1,609	(92,513)	38,802,603	1,310	(527,518)	38,276,395
Texas Term/Daily	116,626,511	2,831	(455,395)	116,173,947	1,931,689	(3,859,417)	114,246,219	2,045	-	114,248,264
TexSTAR	76,216,419	626	-	76,217,045	648	-	76,217,693	647	-	76,218,340
Workmen's Compensation and Health Insurance Trust Funds										
		2,041,913	(2,555,000)	310,655	2,137,851	(1,450,000)	998,506	2,201,795	(2,950,000)	250,301
Texpool	823,742									
Lone Star	298,991	1	-	298,992	2	-	298,994	1	-	298,995
Special Revenue Funds										
		1	-	56,406	1	-	56,407	1	-	56,408
Texpool	56,405									
Student Activity Funds										
		-	-	35,077	-	-	35,077	1	-	35,078
Texpool	35,077									
Total Investment in Pools	578,197,509	17,157,409	(40,297,269)	555,057,649	5,023,088	(26,125,977)	533,954,760	68,690,930	(117,706,139)	484,939,551

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

Since the operating budget for Lamar CISD is adopted at the functional level, budget revisions are required for reallocations between functional levels or when new budgets are being established. All necessary budget amendments must be formally adopted by the School Board and recorded in the Board minutes. (TEA Financial Accountability System Resource Guide, Financial Accounting & Reporting, Update 17.0)

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. Roosevelt Nivens
Superintendent

Briscoe Junior High is requesting a budget change to reclass nurse's budget. The original budget was entered in function 31 instead of 33.

199-31	Guidance, Counseling, & Evaluation Svc	(1,250.00)
199-33	Health Services	1,250.00

Leaman Junior High is requesting a budget change to pay for STAAR online training.

199-11	Instruction	(100.00)
199-13	Curriculum Dev. & Instructional Staff Dev.	100.00

The Office of the Chief Financial Officer and the Transportation Department are requesting an amendment to the budget for insurance recovery funds received for bus damage.

199-00	Revenue	1,000.00
199-34	Student Transportation	1,000.00

The Office of the Chief Financial Officer and the Maintenance and Operations Department are requesting an amendment to the budget for insurance recovery funds received for vehicle damage.

199-00	Revenue	3,497.36
199-51	Facilities Maintenance & Operations	3,497.36

The Financial Services Department is requesting seven budget changes:

The first amendment is to amend the budget for the Region 4 School Support Grant received. The funds will be used to provide staff development training from Region 4.

199-00	Revenue	36,150.44
199-13	Curriculum Dev. & Instructional Staff Dev.	36,150.44

The second 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 third budget change is to amend the 2021-22 budget for startup funds. During the 2020-21 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 2021-22.

199-11	Instruction	52,000.00
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The fourth budget change is to amend the 2021-22 budget for portable building expenditures. During the 2020-21 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 2021-22.

199-11	Instruction	280,522.00
199-51	Facilities Maintenance & Operations	88,070.00
199-52	Security & Monitoring Services	153,871.00
199-53	Data Processing Services	4,941.00
199-81	Facilities Acquisition & Construction	30,865.00

The fifth budget change is to amend the 2021-22 budget for funds donated to the District by outside parties that were not expended in the 2020-21 year. These funds need to be carried forward so that they can be used for their intended purposes.

199-11	Instruction	404,501.90
199-12	Instr. Resources and Media Services	10,344.35
199-13	Curriculum Dev. & Instructional Staff Dev.	24,160.31
199-21	Instructional Leadership	331.63
199-23	School Leadership	3,791.61
199-31	Guidance, Counseling, & Evaluation Svc	16,681.16
199-33	Health Services	973.37
199-35	Food Services	10,000.00
199-36	Extra-curricular Activities	384,087.09
199-41	General Administration	4,692.25
199-51	Facilities Maintenance & Operations	669.00
199-61	Community Services	135,974.87
199-81	Facilities Acquisition & Construction	22,752.46

The sixth budget change is to amend the 2021-22 budget for outstanding 2020-21 purchase orders and transactions. These purchase orders were encumbered in the 2020-21 year but goods/services were not received before September 2021.

199-11	Instruction	590,978.11
199-12	Instr. Resources and Media Services	24,591.00
199-13	Curriculum Dev. & Instructional Staff Dev.	20,946.50
199-21	Instructional Leadership	44,184.79
199-23	School Leadership	48,561.00
199-31	Guidance, Counseling, & Evaluation Svc	8,327.46
199-32	Social Work Services	4,658.91

199-33	Health Services	934.11
199-34	Student Transportation	161,645.89
199-36	Extracurricular Activities	141,207.12
199-41	General Administration	210,892.72
199-51	Facilities Maintenance & Operations	708,208.32
199-52	Security & Monitoring Services	337,957.83
199-53	Data Processing Services	895,314.13
199-61	Community Services	780.50
199-81	Facilities Acquisition & Construction	26,184.81

The seventh budget change is to reclassify salaries and supplies due to the staffing reorganization. This amendment realigns the budget to the proper function codes.

199-13	Curriculum Dev. & Instructional Staff Dev	(657,726.28)
199-41	General Administration	(121,059.51)
199-21	Instructional Leadership	778,785.79

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

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming November 15 - 19, 2021 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 15 - 19, 2021 as Parent Involvement Week provides the community with a clear statement that parent involvement is valued and very important in Lamar CISD. Special events for parents through on campus and virtual means is encouraged 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 tradition for LCISD. In addition to campus events, each campus is encouraged to develop a shared responsibility between educators and parents to ensure a quality education for all children.

Submitted by: Dr. Terri Mossige, Chief Learning Officer

Recommended for approval:



Dr. Roosevelt Nivens
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 15 - 19, 2021 to be "Parent Involvement Week" in Lamar Consolidated Independent School District.

Adopted this 19th day of October 2021 by the Board of Trustees.

Joy Williams, President

Joe Hubenak, Secretary

CONSIDER APPROVAL OF BOARD POLICY

RECOMMENDATION:

That the Board of Trustees approve the following policies:

- Localized Policy Manual Update 117
- DNA (LOCAL) – Performance Appraisal Evaluation of Teachers
- FDB (LOCAL) – Admissions: Intradistrict Transfers and Classroom Assignments

PROGRAM DESCRIPTION:

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

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AIC(LEGAL)

ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

Administrative Code provisions amended effective January 5, 2021, address program performance regarding certain special student populations. The rules address supervision and monitoring reviews and require the commissioner to assign districts an annual determination level based on performance of the special student populations.

BBC(LEGAL)

BOARD MEMBERS: VACANCIES AND REMOVAL FROM OFFICE

We have streamlined the reference to CH(LEGAL) regarding board member removal for purchasing violations.

BBD(EXHIBIT)

BOARD MEMBERS: TRAINING AND ORIENTATION

As approved by the State Board of Education in November 2020, the Framework for School Board Development has been extensively revised.

BJCE(LEGAL)

SUPERINTENDENT: SUSPENSION/TERMINATION DURING CONTRACT

Changes to this legally referenced policy on suspension of the superintendent without pay and termination during the contract term were prompted by Administrative Code revisions effective January 11, 2021.

C(LEGAL)

BUSINESS AND SUPPORT SERVICES

The C Section table of contents has been revised to rename CHE to Vendor Disclosures and Contracts.

CBB(LEGAL)

STATE AND FEDERAL REVENUE SOURCES: FEDERAL

The federal Department of Education issued correcting amendments to the Uniform Guidance for Grants and Agreements, effective February 22, 2021, resulting in a change to the provisions on cooperative purchasing in this legally referenced policy. Citations have also been updated.

CH(LEGAL)

PURCHASING AND ACQUISITION

Update 117 includes a reorganization of the purchasing and facilities construction legally referenced policies in the CH and CV series.

As part of the reorganization, we have:

- Added cross-references to other pertinent policy codes to eliminate duplicated material;
- Added existing provisions on site-based purchasing;
- Reordered and adjusted provisions for clarity and to better match statutory wording;
- Moved to CHE(LEGAL) provisions on required vendor disclosures and contract provisions and lobbying restrictions; and
- Moved detailed provisions on competitive bidding to CVA(LEGAL).

Provisions on purchasing recycled products were added from new Administrative Code rules, effective July 2, 2020.

CH(LOCAL)

PURCHASING AND ACQUISITION

The major winter storms earlier this year caused extensive damage to many district facilities. Based on district requests for additional flexibility in such emergency circumstances, we recommend a new provision delegating authority to the superintendent to contract for the replacement, construction, or repair of equipment or facilities in the event of a catastrophe, emergency, or natural disaster affecting the district if

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emergency replacement, construction, or repair is necessary for the health and safety of district students and staff. The superintendent must report to the board any contracts made under the delegated authority at the next regular meeting.

The recommended text also clarifies that the delegation *does not* permit the superintendent to act under Education Code 44.031(h) to make purchases without following normal competitive purchasing requirements; the board must take action to waive any Chapter 44 provisions in accordance with law.

The recommended delegation provision is optional. Please carefully review the new text to ensure it aligns with the district's practices and contact the district's policy consultant if your district does not wish to add this provision or has other revisions.

TASB Legal Services' eSource article [Emergency Management for Texas Public Schools](#) provides additional information on purchasing in emergency situations.

The *Legal Issues in Update 117* memo describes common legal concerns and best practices specific to [this policy topic](#).

Please note: We have retained unchanged your unique text that delegates purchasing authority to the superintendent.

CHE(LEGAL) PURCHASING AND ACQUISITION: VENDOR DISCLOSURES AND CONTRACTS

This legally referenced policy has been reorganized to focus on required vendor disclosures and contract provisions. This material has been moved from CH(LEGAL).

In addition, we have:

- Included references to other pertinent codes and deleted material duplicated at other policy codes; and
- Reordered and adjusted provisions for clarity and to better match statutory wording.

CHE(LOCAL) PURCHASING AND ACQUISITION: VENDOR DISCLOSURES AND CONTRACTS

Policy Service recommends that the administrative details regarding procurement activities and visits by vendors be removed from the local policy manual, as board-adopted policy is not required. These topics are typically addressed in a district's business procedures and visitor procedures, respectively.

CL(LEGAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT

New Administrative Code rules, effective July 2, 2020, prompted revisions to provisions on recycling programs.

Provisions on pool sanitation and safety standards have been streamlined to refer to the relevant legal guidance.

CV(LEGAL) FACILITIES CONSTRUCTION

Update 117 includes a reorganization of the purchasing- and construction-related legally referenced policies in the CH and CV series.

As part of the reorganization, we have:

- Added cross-references to other pertinent policy codes to eliminate duplicated material; and
- Reordered and adjusted provisions for flow and to better match statutory wording.

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CV(LOCAL) FACILITIES CONSTRUCTION

For ease of reference and to align with recommended changes at CH(LOCAL) on delegation to the superintendent for emergency contracting, Policy Service recommends adding a Note referring to CH(LOCAL) for those provisions.

The *Legal Issues in Update 117* memo describes common legal concerns and best practices specific to [this policy topic](#).

CVA(LEGAL) FACILITIES CONSTRUCTION: COMPETITIVE BIDDING

Provisions on identical, competitive bids have been moved from CH(LEGAL). In addition, a provision on making bid evaluations public has been moved to this policy from CV(LEGAL). Other revisions are to delete material duplicated at other policy codes and adjust language for clarity and to better match statutory wording.

CVB(LEGAL) FACILITIES CONSTRUCTION: COMPETITIVE SEALED PROPOSALS

A cross-reference has been added to procurement processes included at other policy codes, and duplicated material has been deleted. Other revisions are to adjust language for clarity and to better match statutory wording.

CVC(LEGAL) FACILITIES CONSTRUCTION: CONSTRUCTION MANAGER-AGENT

Additional detail has been added regarding the construction manager-agent method. A cross-reference has been added to procurement processes included at other policy codes, and duplicated material has been deleted. Other revisions are to adjust language for clarity and to better match statutory wording.

CVD(LEGAL) FACILITIES CONSTRUCTION: CONSTRUCTION MANAGER-AT-RISK

Additional detail has been added regarding the construction manager-at-risk method. A cross-reference has been added to procurement processes included at other policy codes, and duplicated material has been deleted. Other revisions are to adjust language for clarity and to better match statutory wording.

CVE(LEGAL) FACILITIES CONSTRUCTION: DESIGN-BUILD

A cross-reference has been added to procurement processes included at other policy codes, duplicated material has been deleted, and provisions have been reordered for flow. Other revisions are to adjust language for clarity and to better match statutory wording.

CVF(LEGAL) FACILITIES CONSTRUCTION: JOB ORDER CONTRACTS

A cross-reference has been added to procurement processes included at other policy codes, duplicated material has been deleted, and provisions have been reordered for flow. Other revisions are to adjust language for clarity and to better match statutory wording.

DEC(LOCAL) COMPENSATION AND BENEFITS: LEAVES AND ABSENCES

The events of the past year have highlighted the need for additional flexibility regarding administration of leave. TASB Policy, Legal, and HR Services collaborated on the recommended revisions to this policy, which remove administrative details not required to be in board policy and that may be more appropriately addressed elsewhere, such as in the employee handbook.

To support the removal of these administrative details, a new paragraph directs the superintendent to develop administrative regulations to implement the policy. [Remember that BJA(LOCAL) permits the superintendent to delegate this responsibility as appropriate.] In addition, TASB HR Services has:

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- Created a corresponding [Framework for Developing Leaves and Absences Procedures](#), with prompts and placeholders for administrative decisions; and
- Revised the 2021–22 *Model Employee Handbook* to address administrative provisions removed from the policy.

Other changes include:

- Updating the definition of *catastrophic illness or injury* to clarify how it applies to the use of leave from the district's sick leave bank.
- Adding a definition of *school year* that aligns with terminology in the TASB sample contracts and that provides context for references to the term elsewhere in the policy.
- Relocating provisions on concurrent use of leave and compensatory time to the sections addressing temporary disability leave and family and medical leave.
- Removing details on the implementation of the district's sick leave bank, which are more appropriate for inclusion in administrative regulations. TASB HR Services has a [Framework for Developing Sick Leave Bank Procedures](#) available to assist.
- Streamlining of family and medical leave provisions to eliminate information not necessary in board-adopted policy.
- Simplifying the statement reflecting that the district permits paid leave offset in conjunction with workers' compensation benefits.
- Revising terminology from *reimbursement* to *payment* for unused leave to reflect that employees are receiving payment for days of accumulated leave upon retirement.

New recommended provisions on state personal leave clarify that:

- Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.
- In approving or denying requests for the discretionary use of leave, the district will also consider how the duration of the requested absence affects the educational program and district operations.

The *Legal Issues in Update 117* memo describes common legal concerns and best practices specific to [this policy topic](#).

Please note: For clarity and consistency with policy style, the district's locally developed text throughout the policy has been lightly edited. As noted, some of the district's unique text that is administrative in nature is recommended for deletion. Other revisions to your unique text include clarifying that the board establishes a rate for which an eligible employee may receive payment for accumulated leave upon retirement, and any days for which an employee receives payment will not be available to them upon reemployment with the district.

EHAA(LEGAL)

BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ALL LEVELS)

New Administrative Code rules address the requirement for districts to provide instruction in positive character traits, which can be met through a stand-alone course or by integrating the TEKS into other courses. The rules address the frequency of instruction by grade bands and are effective for the 2021–22 school year.

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EHBA(LLEGAL) SPECIAL PROGRAMS: SPECIAL EDUCATION

Revised Administrative Code rules, effective March 14, 2021, address various special education provisions and:

- Provide more detail on instructional arrangements;
- Include a definition of *regular school day* for the purpose of determining the instructional arrangement; and
- Update citations to funding statutes.

EHBAA(LLEGAL) SPECIAL EDUCATION: IDENTIFICATION, EVALUATION, AND ELIGIBILITY

Provisions on a district's obligation to refer for evaluation and the definition of a *child with a disability* have been updated based on revised Administrative Code rules, effective March 14, 2021. Other changes are to better reflect statute.

EHBAB(LLEGAL) SPECIAL EDUCATION: ARD COMMITTEE AND INDIVIDUALIZED EDUCATION PROGRAM

As a result of revised Administrative Code rules effective March 14, 2021, we have updated text regarding establishment of the admission, review, and dismissal (ARD) committee and added a provision addressing a district's overall responsibility for all of the functions of the IEP team and ARD committee. Citations have also been updated.

EHBAC(LLEGAL) SPECIAL EDUCATION: STUDENTS IN NONDISTRICT PLACEMENT

From revised Administrative Code rules effective March 14, 2021, we have added a provision requiring the district to notify TEA within 30 calendar days of an ARD committee's decision to place a student in a residential education program.

EHBAD(LLEGAL) SPECIAL EDUCATION: TRANSITION SERVICES

Revised Administrative Code rules, effective March 14, 2021, prompted a revision to the graduation provisions and updates to cites throughout this legally referenced policy.

EHBC(LLEGAL) SPECIAL PROGRAMS: COMPENSATORY/ACCELERATED SERVICES

Revisions regarding approval of an optional flexible school day program are from revised Administrative Code rules, effective December 6, 2020.

EIF(LLEGAL) ACADEMIC ACHIEVEMENT: GRADUATION

Details have been added on the graduation of students receiving special education services who entered grade nine after the 2014–15 school year. The changes come from revised Administrative Code rules effective March 14, 2021.

In addition, we have replaced detailed provisions on graduation of students receiving special education services who entered grade nine before the 2014–15 school year with a reference to the relevant Administrative Code provision. Citations have been updated throughout.

EKB(LLEGAL) TESTING PROGRAMS: STATE ASSESSMENT

In accordance with House Bill 3906 (86th Legislative Session) and effective September 1, 2021, the reference to the separate writing assessment in grades 4 and 7 has been removed.

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EL(LLEGAL)

CAMPUS OR PROGRAM CHARTERS

We have added provisions that a district is entitled to additional state aid if the district was under contract during the 2017–18 school year or is under renewal of such a contract to jointly operate a campus or campus program under Education Code 11.157 (Contracts for Educational Services). Details may be found in revised Administrative Code rules, effective March 30, 2021.

FFAC(LLEGAL)

WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

New Administrative Code rules, effective February 18, 2021, address maintenance and administration of unassigned asthma medication for districts that choose to implement such a program. Contact your policy consultant if your district has a program but lacks local policy provisions.

See FFAC in the [TASB Regulations Resource Manual](#).

Instruction Sheet

TASB Localized Policy Manual Update 117

Lamar CISD

Code	Type	Action To Be Taken	Note
AIC	(LEGAL)	Replace policy	Revised policy
BBC	(LEGAL)	Replace policy	Revised policy
BBD	(EXHIBIT)	Replace exhibit	Revised exhibit
BJCE	(LEGAL)	Replace policy	Revised policy
C	(LEGAL)	Replace table of contents	Revised table of contents
CBB	(LEGAL)	Replace policy	Revised policy
CH	(LEGAL)	Replace policy	Revised policy
CH	(LOCAL)	Replace policy	Revised policy
CHE	(LEGAL)	Replace policy	Revised policy
CHE	(LOCAL)	DELETE policy	See explanatory note
CL	(LEGAL)	Replace policy	Revised policy
CV	(LEGAL)	Replace policy	Revised policy
CV	(LOCAL)	Replace policy	Revised policy
CVA	(LEGAL)	Replace policy	Revised policy
CVB	(LEGAL)	Replace policy	Revised policy
CVC	(LEGAL)	Replace policy	Revised policy
CVD	(LEGAL)	Replace policy	Revised policy
CVE	(LEGAL)	Replace policy	Revised policy
CVF	(LEGAL)	Replace policy	Revised policy
DEC	(LOCAL)	Replace policy	Revised policy
EHAA	(LEGAL)	Replace policy	Revised policy
EHBA	(LEGAL)	Replace policy	Revised policy
EHBAA	(LEGAL)	Replace policy	Revised policy
EHBAB	(LEGAL)	Replace policy	Revised policy
EHBAC	(LEGAL)	Replace policy	Revised policy
EHBAD	(LEGAL)	Replace policy	Revised policy
EHBC	(LEGAL)	Replace policy	Revised policy
EIF	(LEGAL)	Replace policy	Revised policy
EKB	(LEGAL)	Replace policy	Revised policy
EL	(LEGAL)	Replace policy	Revised policy
FFAC	(LEGAL)	Replace policy	Revised policy

Framework for School Board Development

Preamble: The Board is the educational policy-making body for the District. To effectively meet the challenges of public education, the Board and the Superintendent must function together as a leadership team. Each leadership team must annually assess its development needs as a corporate body and individually to gain an understanding of the vision, structure, accountability, advocacy, and unity needed to provide educational programs and services that ensure the equity and excellence in performance of all students. The Framework for School Board Development has been approved by the State Board of Education to provide the critical areas of development for all public school boards.

1. Vision — The Board ensures creation of a shared vision that promotes enhanced student achievement.
 - The Board keeps the District focus on the educational welfare of all children.
 - The Board adopts a shared vision based on community beliefs to guide local education.
 - The Board ensures that the vision supports the state’s mission, objectives, and goals for education established by law and/or rule.
 - The Board ensures that the District’s vision expresses the present and future needs of the children and community.
 - The Board uses the vision to assess the importance of individual issues that come before the Board and demonstrates its commitment to the vision by using the vision to guide all Board deliberations, decisions, and actions.
 - Individual Board members should not have individual agendas separate and apart from the shared vision.
2. Structure — The Board provides guidance and direction for accomplishing the vision.
 - The Board recognizes the respective roles of the legislature, the State Board of Education, the Texas Education Agency, and the local Board in the governance of the District.
 - The Board fulfills the statutory duties of the local Board and upholds all laws, rules, ethical procedures, and court orders pertaining to schools and school employees.
 - The Board focuses its actions on policy making, planning, and evaluation, and restricts its involvement in management to the responsibility of oversight.
 - The Board adopts a planning and decision-making process consistent with state law and/or rule that uses participation, information, research, and evaluation to help achieve the District’s vision.
 - The Board ensures that the District’s planning and decision-making process enables all segments of the community, parents, and professional staff to contribute meaningfully to achieving the District’s vision.

- The Board develops and adopts policies that provide guidance for accomplishing the District's vision, mission, and goals.
 - The Board adopts a budget that incorporates sound business and fiscal practices and provides resources to achieve the District's vision, mission, and goals.
 - The Board adopts goals, approves student performance objectives, and establishes policies that provide a well-balanced curriculum resulting in improved student learning.
 - The Board approves goals, policies, and programs that ensure a safe and disciplined environment conducive to learning.
 - The Board oversees the management of the District by employing the Superintendent and evaluating the Superintendent's performance in providing education leadership, managing daily operations, and performing all duties assigned by law and/or rule and in support of the District's vision.
 - The Board adopts policies and standards for hiring, assigning, appraising, terminating, and compensating District personnel in compliance with state laws and rules.
3. Accountability — The Board measures and communicates how well the vision is being accomplished.
- The Board ensures progress toward achievement of District goals through a systematic, timely, and comprehensive review of reports prepared by or at the direction of the Superintendent.
 - The Board monitors the effectiveness and efficiency of instructional programs by reviewing reports prepared by or at the direction of the Superintendent and directs the Superintendent to make modifications that promote maximum achievement for all students.
 - The Board ensures that appropriate assessments are used to measure achievement of all students.
 - The Board reports District progress to parents and community in compliance with state laws and regulations.
 - The Board reviews District policies for effective support of the District's vision, mission, and goals.
 - The Board reviews the efficiency and effectiveness of District operations and use of resources in supporting the District's vision, mission, and goals.
 - The Board evaluates the Superintendent's performance annually in compliance with state laws and regulations.
 - The Board annually evaluates its own performance in fulfilling the Board's duties and responsibilities, and the Board's ability to work with the Superintendent as a team.

4. Advocacy — The Board promotes the vision.
 - The Board demonstrates its commitment to the shared vision, mission, and goals by clearly communicating them to the Superintendent, the staff, and community.
 - The Board ensures an effective two-way communication system between the District and its students, parents, employees, media, and the community.
 - The Board builds partnerships with community, business, and governmental leaders to influence and expand educational opportunities and meet the needs of students.
 - The Board supports children by establishing partnerships between the District, parents, business leaders, and other community members as an integral part of the District's educational program.
 - The Board leads in recognizing the achievements of students, staff, and others in education.
 - The Board promotes school board service as a meaningful way to make long-term contributions to the local community and society.
 - The Board provides input and feedback to the legislature, State Board of Education, and the Texas Education Agency regarding proposed changes to ensure maximum effectiveness and benefit to the schoolchildren in the District.

5. Unity — The Board works with the Superintendent to lead the District toward the vision.
 - The Board ensures that its members understand and respect the need to function as a team in governing and overseeing the management of the District.
 - The Board develops skills in teamwork, problem solving, and decision making.
 - The Board establishes and follows local policies, procedures, and ethical standards governing the conduct and operations of the Board.
 - The Board understands and adheres to laws and local policies regarding the Board's responsibility to set policy and the Superintendent's responsibility to manage the District and to direct employees in District and campus matters.
 - The Board recognizes the leadership role of the Board President and adheres to law and local policies regarding the duties and responsibilities of the Board President and other officers.
 - The Board adopts and adheres to established policies and procedures for receiving and addressing ideas and concerns from students, parents, employees, and the community.
 - The Board makes decisions as a whole only at properly called meetings and recognizes that individual members have no authority to take individual action in policy or District and campus administrative matters.

- The Board supports decisions of the majority after honoring the right of individual members to express opposing viewpoints and vote their convictions.

Adopted by the State Board of Education, January 1996, as authorized by 19 TAC 61.1; revised July 2012.

Framework for School Board Development

Preamble: The mission of the public education system of this state is to ensure that all Texas children have access to a quality education that enables them to achieve their potential and fully participate now and in the future in the social, economic, and educational opportunities of our state and nation (Education Code 4.001).

The board of trustees is the governing body for Texas public schools. To effectively meet the challenges of public education, school boards and superintendents must function together as a governance leadership team. Each leadership team will annually assess its development needs both as a corporate body and as individuals. As a team, they will focus on the improvement of locally developed student outcomes and provide support for opportunities and experiences through vision and goals, systems and processes, progress and accountability, advocacy and engagement, and synergy and teamwork. Teams ensure that their districts provide equitable and effective educational programs and services for all students. The Framework for School Board Development has been approved by the State Board of Education to provide the critical areas of development for all public school boards.

1. Vision and Goals — The board ensures creation of a shared vision and locally developed, measurable goals that improve student outcomes and provide support for opportunities and experiences. The board:
 - Keeps the district focus on the well-being of all children.
 - Adopts a shared vision that incorporates input from the community to reflect local aspirations as well as present and future needs for all children.
 - Ensures that the vision aligns with the state's mission, objectives, and goals for education established by law and/or rule.
 - Adopts a reasonable number of specific, quantifiable, research-based, and time-bound goals that align with state law, are developed with community input, and support the vision to improve student outcomes.
 - Embraces, supports, and fulfills the vision that all students receive what they need to learn, thrive, and grow, including resources, opportunities, and experiences.
 - Uses the vision and goals to drive all deliberations, decisions, and actions.
2. Systems and Processes — The board ensures systems and processes are in place to accomplish the vision and goals. The board:
 - Regularly develops, reviews, and adopts board policies for effective support of the district's vision and goals.
 - Approves a budget that aligns with and maximizes resources to fulfill the district's vision and goals.
 - Monitors multiple, measurable elements of student progress and achievement throughout the year.

- Incorporates equity when making decisions and evaluating systems and processes.
 - Focuses its actions on following board operating procedures while providing oversight of the superintendent, policymaking, planning and goal setting, progress monitoring, and evaluation, while avoiding involvement in daily operations and management.
 - Approves goals, policies, and programs that ensure a safe and secure learning environment.
 - Ensures the equitable distribution of resources, opportunities, and experiences based on the diverse needs of students and schools.
 - Adopts a planning calendar and engages in a decision-making process consistent with state law and rule to help achieve the district's vision.
 - Ensures that the district's planning and decision-making process enables all segments of the community, families, and staff to meaningfully contribute to achieving the district's vision.
 - Welcomes and values all people and cultures as important stakeholders in the process for student success.
 - Ensures the district has a system that monitors for sound business and fiscal practices.
 - Adopts policies regarding hiring, assigning, appraising, terminating, and compensating school district personnel in compliance with state laws and rules.
 - Ensures the district adopts a protocol regarding the recruitment, determination of professional development needs, building of leadership capacity, and retention rates for the district's teachers.
 - Fulfills the statutory duties of the local board of trustees and upholds all laws, rules, ethical procedures, and court orders pertaining to schools and school employees.
3. Progress and Accountability — The board sets clear goals, provides resources and support, evaluates goal attainment, and engages in ongoing objective feedback on progress and commitments. The board:
- Holds itself accountable to its adopted vision, goals, commitments, and operating procedures.
 - Ensures progress toward achievement of district goals through systematic, timely, and comprehensive review of relevant reports and student data that illustrate progress toward locally developed student outcome goals.
 - Ensures equity throughout the system by regularly identifying inequities, updating policies, and appropriately distributing resources.

- Differentiates among resources, intermediate measures, and outcomes, especially when focusing on student outcomes.
 - Monitors and evaluates the allocation of resources in support of the district's vision and goals and sustainability.
 - Reviews the efficiency and effectiveness of district operations and use of resources in supporting the district's vision and goals.
 - Employs and annually evaluates the superintendent on the achievement of district goals, including locally developed academic goals, demonstration of educational leadership, and management of daily operations.
4. Advocacy and Engagement — The board promotes the vision and engages the community in developing and fulfilling the vision. The board advocates on behalf of Texas public schoolchildren. The board:
- Demonstrates its commitment to, and advocates on behalf of, the shared vision and goals by clearly communicating them to the superintendent, staff, and community.
 - Regularly reports district progress to families and the community, which could include an online dashboard for the community.
 - Ensures multiple forms of two-way communication will be used to engage, empower, and connect students, families, staff, media, and community with the district.
 - Builds collaborative relationships and partnerships with families and community, business, nonprofit, higher-education, education support organizations, and governmental leaders to influence and expand educational opportunities and meet the needs of students.
 - Recognizes the respective roles of and provides input and feedback to the legislature, State Board of Education, and the Texas Education Agency to ensure maximum effectiveness and benefit to Texas schoolchildren.
 - Promotes school board service by educating the community about the role of a school board and encouraging leadership opportunities within the community.
5. Synergy and Teamwork — The board's duties are distinct, and the board works effectively as a collaborative unit and as a team with the superintendent to lead the district in fulfilling the vision and goals. The board:
- Recognizes its distinct role in establishing the vision and the goals, adopting policies that guide the district, setting priorities, establishing governance protocols to oversee management of the district, adopting and overseeing the annual budget, and hiring and evaluating the superintendent.
 - Recognizes each individual trustee's duty as a trustee and fiduciary for the entire district.

- Remains focused on its goals and priorities, as opposed to individual agendas separate and apart from the shared vision.
- Annually evaluates its performance as a team, with attention given to the district's vision and goals; fulfilling the board's duties, responsibilities, and commitments; and the board's working relationship with the superintendent.
- Makes decisions as a whole only at properly called meetings and recognizes that individual members have no authority to take individual action in policy or district and campus administrative matters.
- Respects the right of individual members to express their viewpoints and vote their convictions and honors the decisions of the majority.
- Develops teamwork, problem-solving, and decision-making skills as a team with its superintendent.
- Understands and adheres to laws and local policies and respects the superintendent's responsibility to manage the school district and to direct employees in district and campus matters.
- Adopts and adheres to established policies and procedures for welcoming and addressing ideas and concerns from students, families, staff, and the community.
- Establishes and follows local policies, procedures, and ethical standards governing the conduct and operations of the board.
- Understands the leadership role of the board president and adheres to local policies and procedures about the duties and responsibilities of the board officers.

Adopted by the State Board of Education, January 1996, as authorized by 19 TAC 61.1(a); revised November 20, 2020.

PURCHASING AND ACQUISITION

CH
(LOCAL)

Purchasing Authority	The Board delegates to the Superintendent the authority to make budgeted purchases for goods or services in accordance with CH(LEGAL) or CBB(LEGAL) or any lawful method.
Purchasing Procedures	The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]
Purchasing Method	The Board delegates to the Superintendent the authority to determine the method of purchasing in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate.
<i>Competitive Bidding</i>	<p>If competitive bidding is chosen as the purchasing method, the Superintendent shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.</p> <p>The District may reject any and all bids in accordance with state or federal law, as applicable.</p>
<i>Competitive Sealed Proposals</i>	<p>If competitive sealed proposals are chosen as the purchasing method, the Superintendent shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.</p> <p>The District may reject any and all proposals in accordance with state or federal law, as applicable.</p>
Electronic Bids or Proposals	Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.
Responsibility for Debts	The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board shall

PURCHASING AND ACQUISITION

CH
(LOCAL)

not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

**Purchase
Commitments**

All purchase commitments shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures.

Personal Purchases

District employees shall not be permitted to make purchases for personal use through the District's business office.

Purchasing Authority

The Board delegates to the Superintendent the authority to make budgeted purchases for goods or services in accordance with CH(LEGAL) or CBB(LEGAL) or any lawful method.

Emergency Contracts

In the event of a catastrophe, emergency, or natural disaster affecting the District, the Board delegates to the Superintendent the authority to contract for the replacement, construction, or repair of school equipment or facilities in accordance with law, if emergency replacement, construction, or repair is necessary for the health and safety of District students and staff. The Superintendent shall report to the Board at the next regular meeting any contract made under this authority. [See Disaster Exception, CH(LEGAL)]

The delegation regarding emergency contracts does not waive competitive purchasing requirements under Education Code Chapter 44. Only the Board is authorized to waive competitive purchasing requirements under limited circumstances in accordance with Education Code 44.031(h). [See Emergency Damage or Destruction, CH(LEGAL)]

Purchasing Procedures

The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]

Purchasing Method

The Board delegates to the Superintendent the authority to determine the method of purchasing in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate.

Competitive Bidding

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The District may reject any and all bids in accordance with state or federal law, as applicable.

Competitive Sealed Proposals

If competitive sealed proposals are chosen as the purchasing method, the Superintendent shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time

PURCHASING AND ACQUISITION

CH
(LOCAL)

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The District may reject any and all proposals in accordance with state or federal law, as applicable.

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Responsibility for Debts

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

Purchase Commitments

All purchase commitments shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures.

Personal Purchases

District employees shall not be permitted to make purchases for personal use through the District's business office.

In all procurement activities, agents of the Board shall:

1. Consider first the interests of the school system and the betterment of its educational program.
2. Endeavor to obtain the greatest value for every tax dollar expended.
3. Give all responsible bidders equal consideration and assurance of unbiased judgment in determining whether their product meets specifications and the educational needs of the school system.
4. Discourage the offer of and decline gifts that may influence the purchase of school supplies, equipment, and services.
5. Not solicit or accept the solicitation of funds or materials for personal gain from vendors that may influence the purchase of supplies, equipment, and services.
6. Accord a prompt and courteous reception, insofar as conditions permit to all who call on legitimate business missions.

**Sales Calls and
Demonstrations**

Salespersons shall not be permitted to call on teachers or other school staff members without authorization from the Superintendent. Principals may give permission to sales representatives of educational products to see members of the school staff at times that shall not interfere with the educational program.

DELETE

PURCHASING AND ACQUISITION
VENDOR RELATIONS

CHE
(LOCAL)

~~In all procurement activities, agents of the Board shall:~~

- ~~1. Consider first the interests of the school system and the betterment of its educational program.~~
- ~~2. Endeavor to obtain the greatest value for every tax dollar expended.~~
- ~~3. Give all responsible bidders equal consideration and assurance of unbiased judgment in determining whether their product meets specifications and the educational needs of the school system.~~
- ~~4. Discourage the offer of and decline gifts that may influence the purchase of school supplies, equipment, and services.~~
- ~~5. Not solicit or accept the solicitation of funds or materials for personal gain from vendors that may influence the purchase of supplies, equipment, and services.~~
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FACILITIES CONSTRUCTION

CV
(LOCAL)

Compliance with Law

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

Construction Contracts

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above \$100,000, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

Change Orders

Change orders permitted by law shall be approved by the Board or its designee prior to any changes being made in the approved plans or the actual construction of the facility.

Project Administration

All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

Final Payment

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board has accepted the work.

Compliance with Law

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

Construction Contracts

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above ~~\$100,000~~ \$100,000, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

Note: For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

Change Orders

Change orders permitted by law shall be approved by the Board or its designee prior to any changes being made in the approved plans or the actual construction of the facility.

Project Administration

All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

Final Payment

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board has accepted the work.

Definitions

Family

The term “immediate family” is defined as:

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee’s household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

Leave Day

A “leave day” for purposes of earning, use, or recording of leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full-time or part-time.

Catastrophic Illness or Injury

A catastrophic illness or injury usually occurs suddenly and without warning. Illnesses or injuries that are considered catastrophic, due to the enormous impact they have on the lives of individuals who experience them, require the services of a licensed medical practitioner for a prolonged period of time. Events such as a brain injury, a spinal cord injury, accidental amputation, severe burns, multiple fractures, or neurological disorders are examples of illnesses or injuries described as catastrophic.

Additionally, the long-term needs of someone who has experienced a catastrophic injury far surpass those of individuals with less severe illnesses or injuries. Some individuals may recover from catastrophic illnesses or injuries if they receive proper, early medical treatment, while others experience significant suffering, reduction in their life span, and/or a permanent disability.

Therefore, normal pregnancies and deliveries, Caesarean deliveries without complications, and hysterectomies without extended hospital stays, as well as routine and/or elective surgeries without complications, are not considered to be catastrophic illnesses or conditions.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Availability	The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.
Earning Local Leave	An employee shall not earn any local leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.
Deductions	The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.
Leave Without Pay	
Leave Proration	If an employee separates from employment with the District before his or her last duty day of the year, or begins employment after the first duty day, state personal leave and local leave shall be prorated based on the actual time employed.
<i>Employed for Less Than Full Year</i>	If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for: <ol style="list-style-type: none">1. State personal leave the employee used beyond his or her pro rata entitlement for the school year; and2. Local leave the employee used but had not earned as of the date of separation.
<i>Employed for Full Year</i>	If an employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.
Recording	Leave shall be recorded as follows: <ol style="list-style-type: none">1. Leave shall be recorded in whole or half-day increments for all employees.2. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.3. If the employee chooses to offset leave against workers' compensation benefits, leave shall be recorded in the amount used.
Order of Use	Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable: <ol style="list-style-type: none">1. Local leave.2. State sick leave accumulated before the 1995–96 school year.

3. State personal leave.

Use of sick leave bank days shall be permitted only after all available state and local leave has been exhausted.

Concurrent Use of Leave

When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.

The District shall require the employee to use temporary disability leave and paid leave, including compensatory time, concurrently with FMLA leave.

An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than five consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent;
3. The employee requests FMLA leave for the employee's serious health condition or that of a spouse, parent, or child; or
4. The employee requests FMLA leave for military caregiver purposes.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

State Personal Leave

The Board requires employees to differentiate the manner in which state personal leave is used:

Non-Discretionary Use

1. Non-discretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Discretionary Use

2. Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

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Limitations

Request for
Leave

The employee shall submit a written request for discretionary use of state personal leave to the immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny state personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the effect of the employee's absence on the educational program or District operations, as well as the availability of substitutes.

Duration of
Leave

Discretionary use of state personal leave shall not exceed five consecutive workdays.

Local Leave

All employees shall earn paid local leave in accordance with the following:

1. Employees in positions normally requiring 180–199 workdays shall earn five paid local leave days per school year.
2. Employees in positions normally requiring 200–219 workdays shall earn six paid local leave days per school year.
3. Employees in positions normally requiring 220–251 workdays shall earn seven paid local leave days per school year.

Local leave shall accumulate without limit and shall be taken with no loss in pay.

Local leave shall be used according to the terms and conditions of state sick leave accumulated before the 1995–96 school year, except that an employee may contribute local leave to a sick leave bank. [See DEC(LEGAL)]

Sick Leave Bank

The District shall establish a sick leave bank that employees may join through contribution of local leave.

Leave contributed to the bank shall be solely for the use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee or a member of the employee's immediate family experiences a catastrophic illness or injury and the absence extends ten consecutive days or longer after the employee has exhausted all paid leave.

If the employee is unable to request leave from the sick leave bank, a member of the employee's family or the employee's supervisor may submit the request.

The Superintendent or designee shall develop regulations for the operation of the sick leave bank that address the following:

COMPENSATION AND BENEFITS
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1. Membership in the sick leave bank, including the number of days an employee must contribute to become a member;
2. Procedures to request leave from the sick leave bank;
3. The maximum number of days per school year a member employee may receive from the sick leave bank;
4. The committee or administrator authorized to consider requests for leave from the sick leave bank and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the sick leave bank.

Appeal

All decisions regarding the sick leave bank may be appealed by submitting a letter to the sick leave bank facilitator no later than five working days from the date of denial.

Family and Medical Leave

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be July 1 through June 30.

Twelve-Month Period

Combined Leave for Spouses

If both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. [See DECA(LEGAL)]

Intermittent or Reduced Schedule Leave

The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. [See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.]

Certification of Leave

If an employee requests leave, the employee shall provide certification, as required by FMLA regulations, of the need for leave. [See DECA(LEGAL)]

Fitness-for-Duty Certification

If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.

End of Semester Leave

If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. [See DECA(LEGAL), LEAVE AT THE END OF A SEMESTER]

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Failure to Return	If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), RECOVERY OF BENEFIT COST]
Temporary Disability Leave	<p>Any full-time employee shall be eligible for temporary disability leave. For an employee whose position requires educator certification by the State Board for Educator Certification or by the District, the maximum length of temporary disability leave shall be 180 calendar days. For an eligible employee whose position does not require educator certification, the maximum length of temporary disability leave shall be 90 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent or designee as a request for temporary disability leave.</p>
Workers' Compensation	<hr/> <p>Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. [See CRD(LOCAL) regarding payment of insurance contribution during employee absences.]</p> <hr/> <p>An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.</p>
Paid Leave Offset	An employee eligible for workers' compensation income benefits, and not on assault leave, may elect in writing to use available partial-day increments of paid leave to make up the difference between the employee's income benefits and the pre-injury wage. [See CRE]
Court Appearances	Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.
Reimbursement for Leave Upon Retirement	An employee hired by the District before September 19, 1991, or hired after this date whose employment contract includes the payment for unused accumulated leave who retires after ten or more years of continuous TRS-creditable service in the District, in accordance with TRS provisions, shall be paid for the unused leave earned in the District to a maximum of 150 days or the maximum number of days provided in his or her employment contract.

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To receive the payment, the employee must submit a written application for payment within 90 days after termination of employment and provide documentation that payment of service retirement benefits from TRS has begun. This benefit shall be available only to employees who are eligible for and actually receive a service retirement annuity upon termination of employment.

The payment shall be computed on the basis of the number of days of leave accumulated, times the average salary earned per day for the last five years of employment, including the year of retirement and the immediately preceding four years, in accordance with the following schedule:

TRS-Creditable Years of Service	Percent of Payment
30+ years	100
25–29 years	90
20–24 years	80
15–19 years	75
10–14 years	70

If an employee who meets the eligibility criteria for the buy-back provision dies while employed with the District or within 90 days after termination from the District, the District shall pay the employee's estate for the unused leave in accordance with these provisions.

An employee whose period of assignment is less than 12 months shall be considered employed for 12 months for the purpose of these provisions.

The District must deposit the unused leave payoff into a federally approved 401(a) plan, up to the contribution limit under federal tax laws for the calendar year in which the contribution is made. If the value of the unused accumulated leave payable under this policy exceeds the contribution limit for the 401(a) plan, then the remaining amount shall be contributed to a nonelective employer-paid 403(b) plan. If the contribution to the 403(b) plan exceeds the limit under tax law for the calendar year, the District may pay the remaining amount to the employee in cash as taxable income or may make one or more post-employment contributions in future years to the 403(b) plan, to the extent permitted by tax law. The employee has the option to withdraw the entire amount immediately from the 401(a) and 403(b) plans, invest in an annuity product or other investment options offered by the plan administrators, or invest in a

COMPENSATION AND BENEFITS
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money-market account, or the payoff may be transferred to a voluntary 403(b) or other eligible tax deferred account that the employee has in place. An employee who is younger than 55 years of age at retirement and/or is to be paid less than \$1,000 for unused accumulated leave shall be ineligible for the 401(a) and 403(b) plans and must take the unused leave payoff in a lump-sum payment.

Leave Administration

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

Definitions

The term “immediate family” is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee’s household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

Leave Day

A “leave day” for purposes of earning, ~~using~~**use**, or recording ~~of~~ leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full-time or part-time.

School Year

A “school year” for purposes of earning, using, or recording leave shall mean the term of the employee’s annual employment as set by the District for the employee’s usual assignment, whether full-time or part-time.

Catastrophic Illness or Injury

A catastrophic illness or injury ~~is a severe condition usually occurs suddenly and without warning. Illnesses or combination of conditions affecting injuries that are considered catastrophic, due to the mental or physical health of enormous impact they have on the employee or a member of the employee’s immediate family that requires the lives of individuals who experience them, require the services of a licensed medical practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation. Events such as a brain injury, a spinal cord injury, accidental amputation, severe burns, multiple fractures, or neurological disorders are examples of illnesses or injuries described as catastrophic.~~

~~Additionally, the long term needs of someone who has experienced a catastrophic injury far surpass those of individuals with less severe illnesses or injuries. Some individuals may recover from the District. Such conditions typically require prolonged hospitalization or recovery catastrophic illnesses or are expected to result injuries if they receive proper, early medical treatment, while others experience significant suffering, reduction in their life span, and/or a permanent disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.~~

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

~~Therefore, normal pregnancies and deliveries, Caesarean deliveries without complications, and hysterectomies without extended hospital stays, as well as routine and/or elective surgeries without complications, are not considered to be catastrophic illnesses or conditions.~~

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

State Earning Local Leave

~~An employee shall not earn any local leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.~~

Deductions

~~Leave Without Pay~~

~~The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.~~

~~Leave Proration~~

~~Employed for Less Than Full Year~~

If an employee separates from employment with the District before his or her last duty day of the school year, or begins employment after the first duty day of the school year, state personal leave ~~and local leave~~ shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.:

- ~~1. State personal leave the employee used beyond his or her pro rata entitlement for the school year; and~~
- ~~2. Local leave the employee used but had not earned as of the date of separation.~~

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~~*Employed for Full Year* If an employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.~~

Recording

~~Leave shall be recorded as follows:~~

- ~~1. Leave shall be recorded in whole or half-day increments for all employees.~~
- ~~2. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.~~
- ~~3. If the employee chooses to offset leave against workers' compensation benefits, leave shall be recorded in the amount used.~~

Order of Use

~~Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable:~~

- ~~1. Local leave.~~
- ~~2. State sick leave accumulated before the 1995-96 school year.~~
- ~~3. State personal leave.~~

~~Use of sick leave bank days shall be permitted only after all available state and local leave has been exhausted.~~

Concurrent Use of Leave

~~When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.~~

~~The District shall require the employee to use temporary disability leave and paid leave, including compensatory time, concurrently with FMLA leave.~~

~~An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.~~

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than five consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; **or**

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~~3.~~ The employee requests FMLA leave for the employee's serious health condition; a serious health condition ~~or that~~ of the employee's ~~a~~ spouse, parent, or child; or

~~4.3.~~ The employee requests FMLA leave for military caregiver leave purposes.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

~~Note: For District contribution to employee insurance during leave, see CRD(LOCAL).~~

State Personal Leave

The Board requires employees to differentiate the manner in which state personal leave is used. :

~~Nondiscretionary~~
~~Non-Discretionary~~ Use

~~1.4.~~ Nondiscretionary ~~Non-discretionary~~ use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Discretionary Use

~~2.5.~~ Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

Limitations

Request for
Leave

In deciding whether to approve or deny a ~~The employee shall submit a written~~ request for discretionary use of state personal leave, ~~to the immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny state personal leave, the supervisor or designee~~ shall not seek or consider the reasons for which an employee requests to use leave. The supervisor ~~or designee~~ shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program ~~and~~ District operations, as well as the availability of substitutes.

~~Duration of
Leave~~

Discretionary use of state personal leave shall not exceed five consecutive workdays.

Local Leave

~~Each employee~~ ~~All employees shall earn paid local leave in accordance with the following:~~

~~1.~~ Employees in positions normally requiring 180-199 workdays shall earn five, ~~paid local leave days per school year.~~

~~2.~~ Employees in positions normally requiring 200-219 workdays shall earn six, ~~or paid local leave days per school year.~~

~~3-6. Employees in positions normally requiring 220–251 workdays shall earn~~ seven paid local leave days per school year **in accordance with administrative regulations.**

Local leave shall accumulate without limit ~~and shall be taken with no loss in pay.~~

Local leave shall be used according to the terms and conditions of state sick leave accumulated before the 1995–96 school year, except that an employee may contribute local leave to a sick leave bank. [See DEC(LEGAL)]

Sick Leave Bank

The District shall establish a sick leave bank that employees may join through contribution of local leave.

Leave contributed to the bank shall be solely for the use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee or a member of the employee's immediate family experiences a catastrophic illness or injury and the absence extends **at least** ten consecutive days ~~or longer~~ after the employee has exhausted all paid leave **and any applicable compensatory time.**

~~If the employee is unable to request leave from the sick leave bank, a member of the employee's family or the employee's supervisor may submit the request.~~

The Superintendent ~~or designee~~ shall develop regulations for the operation of the sick leave bank that address the following:

1. Membership in the sick leave bank, including the number of days an employee must contribute to become a member;
2. Procedures to request leave from the sick leave bank;
3. The maximum number of days per school year a member employee may receive from the sick leave bank;
4. The committee or administrator authorized to consider requests for leave from the sick leave bank and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the sick leave bank.

Appeal

All decisions regarding the sick leave bank may be appealed by submitting a letter to the sick leave bank facilitator **in accordance with administrative regulations** ~~no later than five working days from the date of denial.~~

Family and Medical Leave	FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable. <hr/> Note: See DECA(LEGAL) for provisions addressing FMLA. <hr/>
Twelve-Month Period	For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be July 1 through June 30.
Combined Leave for Spouses	When if both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. {See DECA(LEGAL)}
Intermittent or Reduced Schedule Leave	The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. {See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.}
Certification of Leave	When if an employee requests leave, the employee shall provide certification, in accordance with as required by FMLA regulations, of the need for leave. {See DECA(LEGAL)}
Fitness-for-Duty Certification	In accordance with administrative regulations, when if an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.
Leave at the End of Semester	When if a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. {See DECA(LEGAL), LEAVE AT THE END OF A SEMESTER}
Failure to Return	If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. {See DECA(LEGAL), RECOVERY OF BENEFIT COST}
Temporary Disability Leave	Any full-time employee shall be eligible for temporary disability leave. For an eligible employee whose position requires educator certification by the State Board for Educator Certification or by the District, the maximum length of temporary disability leave shall be 180 calendar days. For an eligible employee whose position does

~~not~~ require educator certification, the maximum length of temporary disability leave shall be 90 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]

An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent ~~or designee~~ as a request for temporary disability leave.

The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.

**Workers'
Compensation**

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. ~~[See CRD(LOCAL) regarding payment of insurance contribution during employee absences.]~~

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

Paid Leave Offset

The District shall permit the option ~~An employee eligible for paid leave offset in conjunction with workers' compensation income benefits, and not on assault leave, may elect in writing to use available partial day increments of paid leave to make up the difference between the employee's income benefits and the pre-injury wage.~~ [See CRE]

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

**Payment Reimbursement for
Accumulated Leave
Upon Retirement**

An employee hired by the District before September 19, 1991, or hired after this date whose employment contract includes the payment for unused accumulated leave and who retires after at least ten consecutive ~~or more~~ years of continuous TRS-creditable service in the District, in accordance with TRS provisions, shall be paid for the unused leave earned in the District to a maximum of 150 days or the maximum number of days provided in his or her employment contract.

To receive the payment, the employee ~~shall~~ **must** submit a written application for payment within 90 days after termination of employment and provide documentation that payment of service retirement benefits from TRS has begun. This benefit shall be available

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

only to ~~an employee~~ ~~employees~~ who ~~is~~ ~~are~~ eligible for and actually ~~receives~~ ~~receive~~ a service retirement annuity upon termination of employment.

~~The payment shall be computed on the basis of the number of days of leave accumulated, times the average salary earned per day for the last five years of employment, including the year of retirement and the immediately preceding four years, in accordance with the following schedule:~~

TRS Creditable Years of Service	Percent of Payment
30+ years	100
25-29 years	90
20-24 years	80
15-19 years	75
10-14 years	70

If an employee who meets the eligibility criteria for the ~~buyback~~ ~~buy-back~~ provision ~~experiences death~~ ~~dies~~ while employed with the District or within 90 days after termination from the District, the District shall pay the employee's estate for the unused leave in accordance with these provisions.

~~The~~ ~~An~~ employee ~~whose period of assignment is less than 12 months~~ shall ~~receive payment~~ ~~be considered employed~~ for ~~each day of 12 months~~ for the purpose of these provisions.

~~The District must deposit the unused leave payoff into a federally approved 401(a) plan, up to the contribution limit under federal tax laws for the calendar year in which the contribution is made. If the value of the unused accumulated leave at a rate established by the Board. If the payable under this policy exceeds the contribution limit for the 401(a) plan, then the remaining amount shall be contributed to a nonelective employer-paid 403(b) plan. If the contribution to the 403(b) plan exceeds the limit under tax law for the calendar year, the District may pay the remaining amount to the employee is reemployed with the District, days for which the in cash as taxable income or may make one or more post-employment contributions in future years to the 403(b) plan, to the extent permitted by tax law. The employee received payment shall not be available to has the option to withdraw the entire amount immediately from the 401(a) and 403(b) plans, invest in an annuity product or other investment options offered by the plan administrators, or invest in a money market account, or the payoff may be transferred~~

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

~~to a voluntary 403(b) or other eligible tax deferred account that the employee has in place. An employee who is younger than 55 years of age at retirement and/or is to be paid less than \$1,000 for unused accumulated leave shall be ineligible for the 401(a) and 403(b) plans and must take the unused leave payoff in a lump sum payment.~~

The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.

T-TESS

The District shall appraise teachers using the Texas Teacher Evaluation and Support System (T-TESS) in accordance with law and administrative regulations.

The Board shall approve a list of certified appraisers who can appraise a teacher in place of the teacher's supervisor.

Annual Appraisal

District teachers shall be appraised annually.

Exception

Teachers who are eligible for less frequent evaluations in accordance with law [see DNA(LEGAL)] and the local criteria established in this policy shall be appraised in accordance with the provisions below.

For the 2020-2021 school year, due to circumstances arising from the COVID-19 pandemic, the requirement for a classroom teacher to be appraised annually (including walkthroughs) may be waived if the classroom teacher meets all of the following criteria:

1. The employee has taught at least one year in the District;
2. The employee's most recent evaluation included ratings of at least proficient on nine of the 16 dimensions and did not identify any area of deficiency, defined as a rating of Improvement Needed or its equivalent, on any of the 16 dimensions identified in law; and
3. The employee agrees in writing.

If the classroom teacher's annual appraisal is waived during the 2020-2021 school year due to circumstances arising from the COVID-19 pandemic, and the teacher meets all of the aforementioned criteria, the teacher shall participate in:

1. The Goal-Setting and Professional Development Plan process;
2. The performance of teachers' students, as defined in law; and
3. A modified end-of-year conference that addresses:
 - a. The progress on the Goal-Setting and Professional Development Plan;
 - b. The performance of the teacher's students as defined in law; and
 - c. The following year's Goal-Setting and Professional Development Plan.

PERFORMANCE APPRAISAL
EVALUATION OF TEACHERS

DNA
(LOCAL)

<i>Less-Than-Annual Eligibility</i>	<p>In addition to meeting the eligibility requirements in state rules, and unless being waived for the 2020-2021 school year due to circumstances arising from the COVID-19 pandemic, to be eligible for less-than-annual evaluations under the T-TESS, a teacher shall:</p> <ol style="list-style-type: none">1. Be employed on an educator term contract;2. Have served at the current campus for at least one year; and3. Agree in writing to the frequency of the appraisal in accordance with law.
<i>Frequency</i>	<p>Eligible teachers shall be appraised every three years, unless being waived for the 2020-2021 school year, due to circumstances arising from the COVID-19 pandemic.</p> <p>During any school year when a complete appraisal is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.</p> <p>A teacher's supervisor shall have the authority to return a teacher to the traditional appraisal cycle as a result of performance deficiencies documented in accordance with state rule.</p>
<i>Walk-Throughs</i>	<p>For a year in which a complete appraisal is not scheduled, the administrator shall complete a minimum of six walkthroughs and provide the teacher with the copy of the documentation on each walk-through, unless being waived for the 2020-2021 school year, due to circumstances arising from the COVID-19 pandemic when walkthroughs are not required.</p> <p>During a year in which a complete appraisal is scheduled, the administrator shall complete a minimum of three walk-throughs and provide the teacher with the copy of the documentation on each walk-through.</p>
<i>Annual Review Process</i>	<p>In the years in which a T-TESS appraisal is not scheduled for an eligible teacher, the teacher shall participate in an annual review process that includes the elements listed in state rule.</p> <p>The annual review process shall produce a written document to be presented to the teacher, signed by the teacher and supervisor, and maintained in the personnel file.</p>

T-TESS

The District shall appraise teachers using the Texas Teacher Evaluation and Support System (T-TESS) in accordance with law and administrative regulations.

The Board shall approve a list of certified appraisers who can appraise a teacher in place of the teacher's supervisor.

Annual Appraisal

District teachers shall be appraised annually.

Exceptions

Teachers who are eligible for less frequent evaluations in accordance with law [see DNA(LEGAL)] and the local criteria established in this policy shall be appraised in accordance with the provisions below.

~~For the 2020-2021 school year, due to circumstances arising from the COVID-19 pandemic, the requirement for a classroom teacher to be appraised annually (including walkthroughs) may be waived if the classroom teacher meets all of the following criteria:~~

- ~~1. The employee is not in their first year of teaching in Lamar CISD.~~
- ~~2. The employee's most recent evaluation included ratings of at least proficient on nine of the sixteen dimensions and did not identify any area of deficiency, defined as a rating of Improvement Needed or its equivalent, on any of the sixteen dimensions identified in 19 Administrative Code 150.1002(a).~~
- ~~3. The employee agrees in writing.~~

~~If the classroom teacher's annual appraisal is waived during the 2020-2021 school year due to circumstances arising from the COVID-19 pandemic, and the teacher meets all of the aforementioned criteria, the teacher shall participate in:~~

- ~~1. The Goal Setting and Professional Development Plan process;~~
- ~~2. The performance of teachers' students, as defined in 19 Administrative Code 150.1001(f)(2); and~~
- ~~3. A modified end-of-year conference that addresses:
 - ~~a. The progress on the Goal Setting and Professional Development Plan;~~
 - ~~b. The performance of teachers' students as defined in 19 Administrative Code 150.1001(f)(2); and~~
 - ~~c. The following year's Goal Setting and Professional Development Plan.~~~~

PERFORMANCE APPRAISAL
EVALUATION OF TEACHERS

DNA
(LOCAL)

*Less-Than-Annual
Eligibility*

In addition to meeting the eligibility requirements in state rules, ~~and unless being waived for the 2020-2021 school year due to circumstances arising from the COVID-19 pandemic~~, to be eligible for less-than-annual evaluations under the T-TESS, a teacher shall:

1. Be employed on an educator term contract;
2. Have served at the current campus for at least one year; and
3. Agree in writing to the frequency of the appraisal in accordance with law.

Frequency

Eligible teachers shall be appraised every three years, ~~unless being waived for the 2020-2021 school year, due to circumstances arising from the COVID-19 pandemic.~~

During any school year when a complete appraisal is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.

A teacher's supervisor shall have the authority to return a teacher to the traditional appraisal cycle as a result of performance deficiencies documented in accordance with state rule.

Walk-Throughs

For a year in which a complete appraisal is not scheduled, the administrator shall complete a minimum of six walk-throughs and provide the teacher with the copy of the documentation on each walk-through, ~~unless being waived for the 2020-2021 school year, due to circumstances arising from the COVID-19 pandemic when walkthroughs are not required.~~

During a year in which a complete appraisal is scheduled, the administrator shall complete a minimum of three walk-throughs and provide the teacher with the copy of the documentation on each walk-through.

*Annual Review
Process*

In the years in which a T-TESS appraisal is not scheduled for an eligible teacher, the teacher shall participate in an annual review process that includes the elements listed in state rule.

The annual review process shall produce a written document to be presented to the teacher, signed by the teacher and supervisor, and maintained in the personnel file.

A student shall be assigned to a school in the attendance zone in which he or she resides.

Class Changes

The campus principal shall be authorized to investigate and approve the transfer of a student from one classroom to another on that campus.

Transfers Between Schools

All intradistrict transfers must have the approval of the Superintendent or designee. An intradistrict transfer application must be submitted through the District's website with all appropriate documentation attached in order to be considered for approval.

The Superintendent or designee shall be authorized to investigate and approve transfers between schools based upon the following circumstances:

1. A residence change to another high school attendance zone for a high school student that has completed six or more semesters at his or her original high school campus. In this case, the student may remain and graduate with his or her class.
2. A residence change to another District school attendance zone after the beginning of a semester (generally seven weeks or greater). In this case, the student may remain at his or her current campus until end of the current semester. Proof of current address shall be required to confirm the student's new address is within the District's boundaries.
3. A pending residence change to another District school attendance zone because of the pending purchase or lease of a new home at the beginning of a semester (generally six weeks or less). In this case, the student may transfer to the campus in his or her new attendance zone. Documentation indicating an earnest contract, lender approval, closing documents, and/or a signed lease shall be required as proof of residence.
4. Full-time employees are residents of the District may transfer their student to another campus within the District. Transfers that are granted to resident full-time employees must be renewed annually. If the employee terminates employment with the District, the student shall return to the campus for which he or she is zoned at the end of the semester in which employment ends.

All transfers are considered on a case-by-case or yearly basis. Approval in one year does not guarantee approval in the following year.

If the parent or guardian decides not to transfer the student to the school to which the transfer was granted, the student shall be required to attend the school assigned to his or her attendance zone.

Reasons for
Revocation or Non-
Approval

Transfer requests may be revoked or not approved by the Superintendent or designee for any of the following reasons:

1. The student fails to maintain satisfactory behavior, attendance, and/or academic performance.
2. The student's parent or guardian provides false and/or misleading information to District officials.
3. The requested campus is closed to transfers due to insufficient room, facilities, and/or instructional staff.
4. The Superintendent deems a situation may affect the safety or security of students and/or presents a potential financial hardship to the District.

Transportation

The District shall not provide transportation to students approved for transfers. Transportation to and from the requested campus shall be the responsibility of the parent or guardian.

UIL Eligibility
Appeals

If granted a transfer, the student's participation in UIL activities shall be in accordance with all applicable UIL regulations and Board policies. Varsity athletic participation shall be based on UIL residency requirements in grades 8–12. A parent or guardian requesting an intradistrict transfer should consult with the athletic department to determine whether the proposed transfer would result in the forfeiture of varsity eligibility for a year.

Any appeals shall be made in accordance with FNG(LOCAL) and GF(LOCAL), as appropriate.

Note: For the transfer of a student who is the victim of bullying or who engaged in bullying, see FDB(LEGAL). For the transfer of a student who attends a persistently dangerous school, becomes a victim of a violent criminal offense, or becomes a victim of sexual assault, see FDE.

A student shall be assigned to a school in the attendance zone in which he or she resides.

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3. A pending residence change to another District school attendance zone because of the pending purchase or lease of a new home at the beginning of a semester (generally six weeks or less). In this case, the student may transfer to the campus in his or her new attendance zone. Documentation ~~indicating an earnest contract, lender approval, such as a fully executed purchase contract, a letter from lender to include estimated closing date, closing documents, and/or~~ a signed lease shall be required as proof of residence.
4. Full-time employees are residents of the District may transfer their student to another campus within the District. Transfers that are granted to resident full-time employees must be renewed annually. If the employee terminates employment with the District, the student shall return to the campus for which he or she is zoned at the end of the semester in which employment ends.

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2. The student's parent or guardian provides false and/or misleading information to District officials.
3. The requested campus is closed to transfers due to insufficient room, facilities, and/or instructional staff.
4. The Superintendent deems a situation may affect the safety or security of students and/or presents a potential financial hardship to the District.

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The District shall not provide transportation to students approved for transfers. Transportation to and from the requested campus shall be the responsibility of the parent or guardian.

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Appeals

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Any appeals shall be made in accordance with FNG(LOCAL) and GF(LOCAL), as appropriate.

Note: For the transfer of a student who is the victim of bullying or who engaged in bullying, see FDB(LEGAL). For the transfer of a student who attends a persistently dangerous school, becomes a victim of a violent criminal offense, or becomes a victim of sexual assault, see FDE.

CONSIDER APPROVAL OF FLEET EQUIPMENT SUPPLIES AND RELATED ITEMS

RECOMMENDATION:

That the Board of Trustees approve all vendors who responded to the proposal for fleet equipment, supplies, services, and related items for the District.

IMPACT/RATIONALE:

Purchases shall be made of various transportation related supplies & services, primarily by the Transportation Department. This type of award is beneficial to the District as it allows for a variety of fleet vendors to select from while ensuring that the District is compliant with purchasing regulations according to TEC 44.031.

PROGRAM DESCRIPTION:

RFP #16-2021RL requested that vendors supply discounted catalog percentages, applicable labor rate(s), shipping costs, web catalog addresses and ordering specifics to Lamar CISD for the following categories:

- Chassis/Body Parts
- Engines and Transmissions
- Bus Monitoring Systems
- Batteries, Fleet
- Lubricants & Oils
- Services: Paint & Body
- Services: Electrical
- Services: Oil Changes
- Services: Bus Wash
- Services: Electronic Leak Detection
- Services: Tire Removal/Disposal
- Services: Bus Monitoring Systems
- Services: Hydraulic Equipment
- Services: Tire Changers/Balancers
- Related Items/Services
- Electrical Parts
- Services: A/C and Heat
- Shop Supplies · Tires

Vendors will be utilized for the diverse bus and light duty fleet vehicle needs across the district. This award will be designed as an annual contract with automatic renewals for four additional one-year periods if Lamar CISD and the approved vendors are in mutual agreement.

The procurement of these services will commence upon board approval, and as supplies or services shall be requested by departments or district groups utilizing local and federal funds.

Submitted by: Jill Ludwig, CPA, RTSBA, Chief Financial Officer
 Robert Langston, RTSBA, Director of Purchasing and Materials
 Management
 Chris Juntti, Chief Operations Officer
 Mike Jones, Director of Transportation

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

RFP #16-2021RL FLEET EQUIPMENT SUPPLIES & RELATED ITEMS

	Primary Discount	Service Labor Hourly Rate	Shipping	Catalog Discount Percentage	Accept PO
Angel Trax dba IVS Inc.	25%	\$ 550.00	\$ 35.00	25%	<input checked="" type="checkbox"/>
Batteries Plus #774	30%	N/A	N/A	40%	<input checked="" type="checkbox"/>
Battery Systems	25%	N/A	Free	25%	<input checked="" type="checkbox"/>
Chalk's Truck Parts	50%	N/A	Free	50%	<input checked="" type="checkbox"/>
Clear Glass Mobile Service Inc.	10%	\$ 65.00	N/A	10%	<input checked="" type="checkbox"/>
Davis Brothers Auto Supply #2	0-50%	N/A	Free	Call vendor	<input checked="" type="checkbox"/>
Don Hart's Radiator	0%	\$ 95.00	Free	0%	<input checked="" type="checkbox"/>
Goolsbee Tire Service Inc.	0%	N/A	Free	0%	<input checked="" type="checkbox"/>
Gulf Coast Paper Company	50%	N/A	Included	50%	<input checked="" type="checkbox"/>
Gulf Coast Resources Inc.	0%	N/A	Call vendor	0%	<input checked="" type="checkbox"/>
Helfman Ford	35%	\$ 120.00	N/A	35%	<input checked="" type="checkbox"/>
Midwest Drive Train Service	20%	\$ 75.00	Free	25-56%	<input checked="" type="checkbox"/>
O'reilly Auto Enterprises	41%	N/A	Call vendor	41%	<input checked="" type="checkbox"/>
Reladyne dba A.J. Hunt, Jr.	10%	N/A	Free	10%	<input checked="" type="checkbox"/>
Strouhal Tire Recapping LTD	0%	\$23.00-\$263.00	Free	0%	<input checked="" type="checkbox"/>
Texas Alternator Starter Service	30%	N/A	Free	30%	<input checked="" type="checkbox"/>
The Speedy Sticker Shop	0%	\$ 65.00	Free	0%	<input checked="" type="checkbox"/>
Thomas Bus Texas	0%	No Bid	N/A	N/A	<input checked="" type="checkbox"/>
Winfred's Glass & Frame Shop	0%	\$ 75.00	Free	40%	<input checked="" type="checkbox"/>
Zurovec's Auto & Transmission Repair	0%	\$ 105.00	Free	N/A	<input checked="" type="checkbox"/>

CONSIDER APPROVAL OF ATHLETIC AND TRAINER SUPPLIES

RECOMMENDATION:

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

IMPACT/RATIONALE:

RFP #17-2021RL requested that vendors provide a variety of products and services which will allow campuses and departments to purchase various athletic and trainer supplies. This type of award is beneficial to the District as it allows our campuses and departments a variety of vendors to select from, while ensuring that the District is compliant with purchasing regulations according to TEC 44.031.

PROGRAM DESCRIPTION:

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

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

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

RFP #17-2021RL ATHLETIC AND TRAINER SUPPLIES

	Primary Discount	Shipping	Catalog Discount	Phone	Accept PO
Alert Services, Inc	20%	Call for pricing	20%	800.688.3767	<input checked="" type="checkbox"/>
All American Flags & Banners, LLC	10%	Call for pricing	10%	800.521.7659	<input checked="" type="checkbox"/>
BSN Sports	10%	Call for pricing	10%	800.527.7510	<input checked="" type="checkbox"/>
C&R Seating	N/A	Call for pricing	N/A	903.425.6515	<input checked="" type="checkbox"/>
Colorado Time Systems	10%	Free	10%	800.279.0111	<input checked="" type="checkbox"/>
Concourse Team Express	10%	Call for pricing	10%	210.348.7000	<input checked="" type="checkbox"/>
Custom Sportswear, Inc	0%	Free	N/A	800.697.0330	<input checked="" type="checkbox"/>
Henry Schein	18%	Call for pricing	18%	631.419.3403	<input checked="" type="checkbox"/>
Knockout Sportswear	10%	\$25-\$65	N/A	972.961.0066	<input checked="" type="checkbox"/>
Medco Sports Medicine	25%	Call for pricing	25%	800.556.3326	<input checked="" type="checkbox"/>
Medicaleshop, LLC	1%-5%	Call for pricing	1%-5%	866.563.6812	<input checked="" type="checkbox"/>
MFAC,LLC	10%	Free	10%	800.556.7464	<input checked="" type="checkbox"/>
Nasco Education LLC	10%	Call for pricing	10%	800.558.9595	<input checked="" type="checkbox"/>
Oats Specialist LLC	0%	Call for pricing	0%-10%	936.295.4459	<input checked="" type="checkbox"/>
Pyramid School Products	25%	Under \$75=\$14.95 Over \$75= free	25%	813.621.7688	<input checked="" type="checkbox"/>
Riddell	1%-40%	Call for pricing	1%-40%	520.603.8417	<input checked="" type="checkbox"/>
School Health Corporation dba Palos Sports	11%	Under \$65=\$9.95 Over \$65= free	11%	800.233.5484	<input checked="" type="checkbox"/>
School Specialty	35%	Call for pricing	14%-35%	888.388.3224	<input checked="" type="checkbox"/>
School Tee Factory	0%	Free	N/A	800.697.0330	<input checked="" type="checkbox"/>
Sew Much Fun	0%	Call for pricing	0%	972.304.2099	<input checked="" type="checkbox"/>
Spectrum Corporation	4%	Prepaid	4%	713.944.6200	<input checked="" type="checkbox"/>
Speed Stacks Inc	0%	Under \$10=\$100 Over \$100= free	0%	877.468.2877	<input checked="" type="checkbox"/>
Texas Swim Shop	15%	Call for pricing	15%	713.723.0910	<input checked="" type="checkbox"/>
US Games Division dba BSN Sports LLC	15%	Call for pricing	15%	800.327.0484	<input checked="" type="checkbox"/>

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT
FOR BERNARD CLIFTON TERRELL ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the design development for the Bernard Clifton Terrell Elementary School as presented.

IMPACT/RATIONALE:

VLK Architects is the architect of record for the design of the Bernard Clifton Terrell Elementary School. The design development booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 3, 2020 Lamar CISD passed a bond issue that included the Bernard Clifton Terrell Elementary School. Upon approval of the design development, the construction documents phase will begin.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR
BERNARD CLIFTON TERRELL ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Terracon for the geotechnical study for the Bernard Clifton Terrell Elementary School in the amount of \$14,700 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 been proven to be efficient and competent in both new and renovation projects. 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 of the Bernard Clifton Terrell Elementary School.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

September 29, 2021



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

Attn: Mr. Scot A. Hartfiel, AIA
Project Manager

Re: Cost Estimate for Geotechnical Engineering Services
Bernard Clifton Terrell Jr. Elementary School
Fulshear-Gaston Road and Reese Lake Drive
Richmond, Texas
Terracon Document No. P92215255.Revision1

Dear Mr. Hartfiel:

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

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

Our base fee to perform the Scope of Services described in this document is **\$14,700**. See **Exhibit C** for more details of our fees and consideration of additional services.

Cost Estimate for Geotechnical Engineering Services

Bernard Clifton Terrell Jr. Elementary School ■ Richmond, Texas
September 29, 2021 ■ Terracon Document No. P92215255.Revision1



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

Sincerely,

Terracon Consultants, Inc.

(Texas Firm Registration No.: F-3272)

A handwritten signature in black ink, appearing to read "Jonathan N. Han".

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

A handwritten signature in blue ink, appearing to read "Kierstyn M. Burrell".

Kierstyn M. Burrell, P.E.
Project Engineer

A handwritten signature in blue ink, appearing to read "Brian C. Ridley".

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

AGREEMENT FOR SERVICES

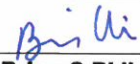
This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Bernard Clifton Terrell Jr. Elementary School project ("Project"), as described in Consultant's Proposal dated 09/29/2021 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. When Consultant subcontracts to other individuals or companies, then consultant will collect from Client on the Subcontractors' behalf. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single

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

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **9/29/2021**

Name/Title: **Brian C Ridley, P.E. / Project Manager**

Address: **11555 Clay Rd, Ste 100
Houston, TX 77043-1239**

Phone: **(713) 690-8989** Fax: **(713) 690-8787**

Email: **Brian.Ridley@terracon.com**

Client: **Lamar Consolidated Independent School District**

By: _____ Date: _____

Name/Title: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

EXHIBIT A - PROJECT UNDERSTANDING

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

Site Location

Item	Description
Project location	The project site, approximately 14.4 acres in size, is located near the southwest corner of the intersection of Fulshear-Gaston Road and Reese Lake Drive in Richmond, Texas.
Existing improvements	Based on available aerial photographs, the site appears to be vacant at the time of this cost estimate. Earthwork activities appear to have occurred in the northern portion of the site. The exact extent of the activities is unknown at this time. A powerline easement traverses along the northern boundary of the site.
Current ground cover	Grass, weeds, brush, and scattered trees.
Existing topography	Relatively level.
Site access	We expect the site and exploration locations are accessible with our all-terrain vehicle (ATV) mounted drilling equipment during normal business hours.

Planned Construction

Item	Description
Proposed improvements	<ul style="list-style-type: none"> ■ A one to 2-story elementary school with a footprint area of approximately 96,000 square feet. ■ Associated surface pavements.
Building construction	A combination of steel-frame and concrete masonry unit (CMU) construction. We understand a structurally suspended and supported floor slab system is being considered.
Finished floor elevation	Within approximately one to two feet above existing grade.
Maximum loads	<ul style="list-style-type: none"> ■ Column loads: 75 to 150 kips. ■ Floor slab pressure: 125 pounds per square foot (psf).
Planned foundation system	Drilled-and-underreamed footings.

Cost Estimate for Geotechnical Engineering Services

Bernard Clifton Terrell Jr. Elementary School ■ Richmond, Texas

September 29, 2021 ■ Terracon Document No. P92215255.Revision1



Item	Description
<i><u>(Continued from page 1 of 2).</u></i>	
Pavements	We anticipate that traffic will consist primarily of passenger vehicles in the parking areas and passenger vehicles combined with garbage trucks, large multi-axle delivery trucks, and buses from time-to-time in driveway areas.

Terracon previously performed a Preliminary Geotechnical Report (Terracon Project No. 92205516, dated December 10, 2020) at this site for Lamar Consolidated Independent School District. We plan to utilize the available field and laboratory information to help provide our geotechnical engineering recommendations for this project.

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:

Planned Location	Number of Borings	Planned Boring Depth ¹ (feet)
Building area	11 (B-1 through B-11)	25
Pavement and driveway areas	5 (B-12 through B-16)	10
Total	16	325

¹ Below grade at the time of our field program.

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

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

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

Property Disturbance: We will backfill borings with auger cuttings upon completion. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often settles below the

Cost Estimate for Geotechnical Engineering Services

Bernard Clifton Terrell Jr. Elementary School ■ Richmond, Texas
September 29, 2021 ■ Terracon Document No. P92215255.Revision1



surface after a period, we recommend boreholes to be periodically checked and backfilled, if necessary. We can provide this service, or grout the boreholes for additional fees, at your request.

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

Safety

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

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

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. If the owner/client is unable to accurately locate private utilities, Terracon can assist the owner/client by coordinating or subcontracting with a private utility locating services. Fees associated with the additional services are 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.

Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to the coronavirus. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes. Client acknowledges its responsibility for notifying Consultant of any circumstances that present a risk of

Cost Estimate for Geotechnical Engineering Services

Bernard Clifton Terrell Jr. Elementary School ■ Richmond, Texas

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exposure to the coronavirus or individuals who have tested positive for COVID-19 or are self-quarantining due to exhibiting symptoms associated with the coronavirus.

Laboratory Testing

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

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

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

Engineering and Project Delivery

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

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

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

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

Cost Estimate for Geotechnical Engineering Services

Bernard Clifton Terrell Jr. Elementary School ■ Richmond, Texas

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are limited or unnecessary. This is typically the case for uncomplicated projects with no anomalies found at the site.

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

The geotechnical engineering report will provide recommendations for the following:

- Site and subgrade preparation;
- Foundation design and construction; 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	\$14,700

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

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

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

Project Schedule

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

Cost Estimate for Geotechnical Engineering Services

Bernard Clifton Terrell Jr. Elementary School ■ Richmond, Texas

September 29, 2021 ■ Terracon Document No. P92215255.Revision1

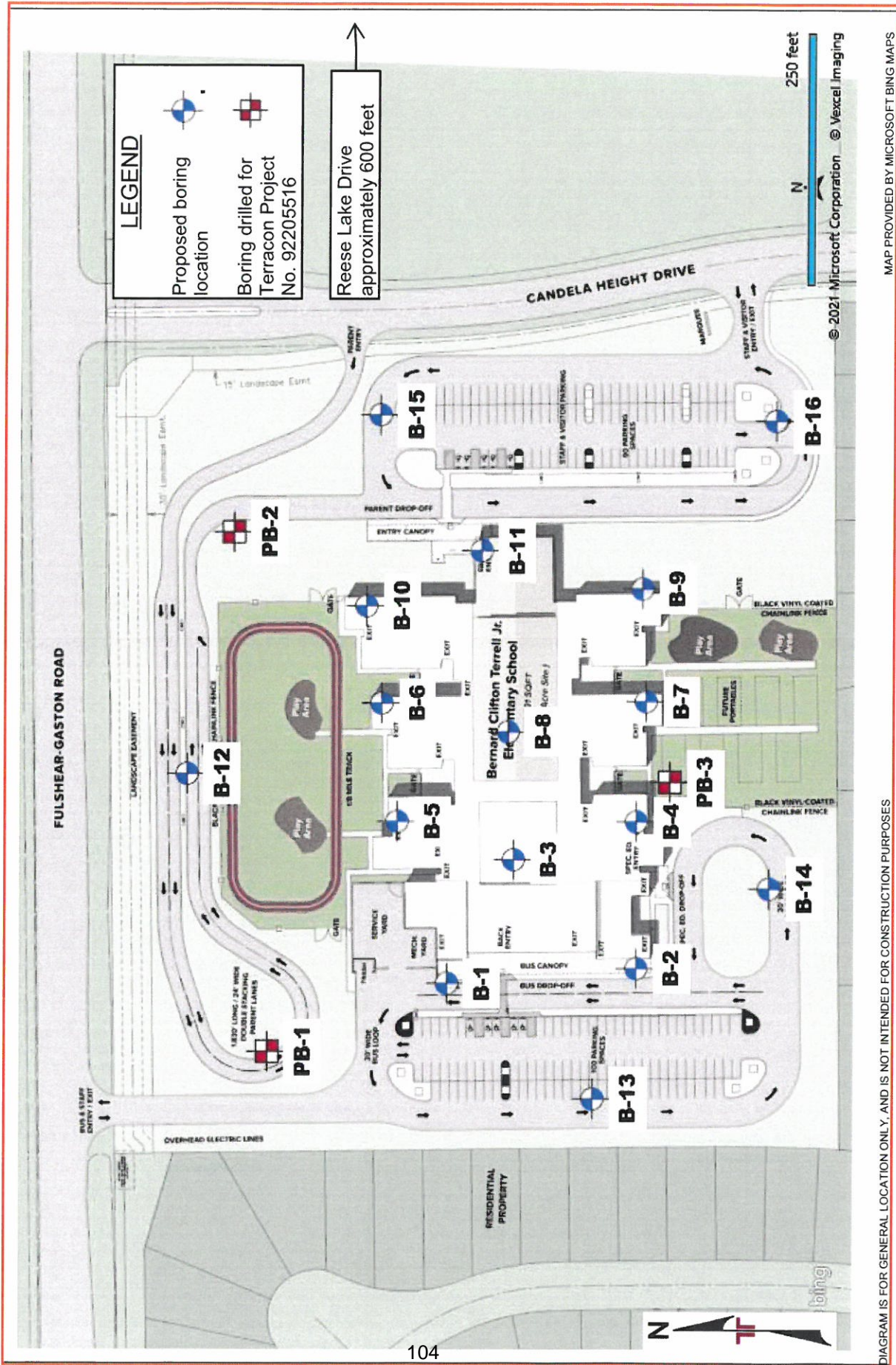


GeoReport® Delivery	Posting Schedule ^{1, 2}
Project Planning	5 working days from notice to proceed
Field Work Mobilization	5 to 7 working days from notice to proceed
Site Characterization ³	10 working days from completion of field program
Geotechnical Engineering ³	15 working days from completion of field program

¹ Upon receipt of your notice to proceed we will activate the schedule component of our **GeoReport®** website with specific, anticipated working days for the three delivery points noted above as well as other pertinent events such as field exploration crews on-site, etc.

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

³ Delivery based on completion of the field program within 3 days.



**CONSIDER APPROVAL OF THIRD-PARTY REVIEW AND REPORT
FOR BERNARD CLIFTON TERRELL ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Winning Way Services for third party review and report for Bernard Clifton Terrell Elementary School in the amount of \$21,225.

IMPACT/RATIONALE:

Third-party review and report is a professional service that the District must contract directly. These funds are allocated from within the 2017 Bond Funds.

PROGRAM DESCRIPTION:

TEA Code Compliance Review and Report is required in order to verify the plans comply with TEA Chapter 61 Standards.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



P.O. BOX 750953
HOUSTON, TEXAS 77275

OFFICE 281-922-0700
E-MAIL bill@winningway.net

**PLAN REVIEWS – INSPECTIONS
BUILDING CODE – ACCESSIBILITY – ENERGY – FIRE**

September 27, 2021

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

Attention: Mr. Kevin McKeever
Lamar Consolidated ISD

Tony Wolverton
Project Manager

Project: Lamar Consolidated Independent School District
New Elementary School – Bernard Clifton Terrell, Jr.
Richmond, Fort Bend County, Texas

Regarding: Proposal – New Elementary School – Bernard Clifton Terrell, Jr.
Code Compliance Review and Report
TEA Chapter 61 Standards - Full Review

Dear Mr. McKeever,

I am pleased to submit this proposal for a code compliance review and report of the above referenced project. *Winning Way Services, Inc.* (hereinafter “Consultant”) shall provide to *Lamar Consolidated Independent School District.* (hereinafter “Client”) the services described below, under the terms and qualifications described below, for the compensation described below.

SCOPE OF SERVICES:

The Consultant shall perform the following services:

The Consultant will review the construction documents for subject project as required by Texas Education Agency – Subchapter CC. Commissioner's Rules Concerning School Facilities Chapter 61.1036. School Facilities Standards for Construction on or after August 1, 2003.

The plan review shall examine compliance conditions for emergency egress, fire protection, structural integrity, life safety, plumbing, energy conservation, and mechanical and electrical design. The Consultant’s code review

will be conducted using the 2018 edition of the International Building Code, 2018 International Plumbing Code, 2018 International Mechanical Code, 2018 International Fire Code, 2018 International Energy Code, as well as the NFPA – 2017 National Electrical Code.

The standards/guidelines permit the Consultant, to state, if any, possible variances from the code requirements and therefore allowing a limited number of variances from the codes if such variances do not negatively affect the quality or safety of the facility

The Consultant will prepare a written report identifying conditions observed to not be in substantial compliance with the codes mentioned above, listing discrepancies, missing information, partial information, and non-compliance to the code referenced. If, as stated above, if a code interpretation follows the guidelines and a variance is permitted, the item in question will be reported and described.

The completion of the code reviews will be as mutually agreed by all parties and will be dependent on submission of 100% plan sets with specifications, including all civil, geotechnical, fire alarm systems, automatic sprinkler systems, fire suppression, life safety and addenda as issued by the design professionals.

COMPENSATION:

The scope of work described above will be performed for the following fee, subject to the terms and qualifications of this proposal:

New Elementary School – Bernard Clifton Terrell, Jr.

TEA Code Review	\$21,225.00
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TERMS AND QUALIFICATIONS:

Receipt of a fully executed copy of this proposal will be sufficient for initiating the work, provided all required plans and related documents are submitted. A signature block has been provided for the purpose of accepting this proposal in its entirety. This proposal becomes the agreement between us.

Invoicing will be submitted on or about the 1st of each month corresponding to the portion of work completed. All invoices will be due upon receipt. Timely payment of invoices is critical for the successful completion of the work. The Consultant reserves the right to stop all work should invoices not be paid timely. Invoices, which are unpaid after 15 days from the invoice date, are subject to an interest charge on professional services not to exceed the maximum non-usurious interest rate plus attorney's fees and collection expenses.

Any and all information, reports, drawings, specifications and other documents, including those in electronic form, that have been developed by the Consultant and the Consultant's consultants are Instruments of Service

for use solely with this project. Unless final payment has been received for all work performed, use of any portion of the work for any purpose is expressly prohibited unless written permission has been received from the Consultant.

The Client acknowledges that the requirements of the various codes used in the review of this project will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his reasonable professional efforts and judgment to interpret the applicable requirements of such codes as they apply to the project. The Client acknowledges that the Consultant's scope of work does not include any services related to the presence of hazardous or toxic materials.

The Consultant in connection with the services requested or performed herein is that the Consultant will use that degree of care and skill ordinarily exercised under similar conditions by average members of our profession practicing in the same or similar locality.

The Client shall be solely responsible for the accuracy and sufficiency of all documents submitted to the Consultant for use on this project including but not limited to the construction documents, specifications, as-built drawings, surveys, soils reports, cut sheets, etc.

The Client shall keep the Consultant apprised of all project information.

In the event of disputes, both parties agree to mediation, which shall take place in Houston.

The Client acknowledges that he has had the opportunity to consult an attorney regarding the contents of this proposal.

The provisions of this agreement are not to be construed more strictly against the Consultant that drafted this proposal than the Client.

Either party may terminate this agreement for any reason upon five (5) days written notice. The Consultant shall be paid for any and all work to date of termination

In executing and entering into this agreement, neither the Client nor his attorney has relied on any statement or representation pertaining to this agreement (outside this written agreement) made by the Consultant or anyone representing the Consultant.

This proposal contains the entire agreement between the Consultant and the Client and both the Consultant and the Client acknowledge that they have carefully read the contents and understand their meaning and effect.

This agreement is made in Harris County, Texas and construed and interpreted in Texas law.

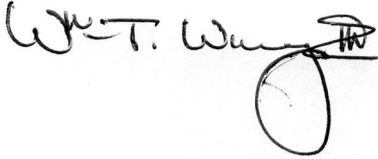
This proposal does not include the securing of any approvals and permits or any fees associated with City / County approvals and permits.

Proposal – New Elementary School – Bernard Clifton Terrell, Jr.
Lamar Consolidated ISD
September 27, 2021
Page 4 of 4

This proposal is valid for fourteen (14) days. If not accepted within fourteen days, the Consultant reserves the right to modify this proposal.

I have assembled this proposal based on my understanding of your specific needs related to this project. I am extremely interested in working with you on this project and look forward to hearing back from you.

Respectfully,



William T. Winning III – CBO
WINNING WAY SERVICES, INC.

Cc: File

ACCEPTANCE:

This proposal is accepted and agreed to by Lamar Consolidated ISD subject to the terms and qualifications contained herein.

Signature

Date

Name

Witness

Title

**CONSIDER APPROVAL OF COMMISSIONING AGENT FOR
BERNARD CLIFTON TERRELL ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Estes, McClure and Associates Inc. as additional commissioning for Bernard Clifton Terrell Elementary School in the amount of \$41,400 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Commissioning agent services are a professional service that the District must contract directly. These funds were allocated within the 2020 Bond Budget.

PROGRAM DESCRIPTION:

Texas State Energy Conservation Office has amended the energy code and buildings that are permitted after November 1, 2016 must meet the new code. The new requirements increase the efficiencies of HVAC and domestic water heater equipment, require energy recovery systems on chillers and ventilation systems, require lower electrical usage that can be achieved utilizing LED lighting, and requires post-construction functional testing of certain HVAC and electrical systems.

Commissioning agent will review the construction documents, develop a commissioning specification, and perform functional testing of selected HVAC, plumbing and electrical systems to confirm the systems are performing as designed.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



COMMISSIONING PROPOSAL

Terrell Elementary School
Lamar Consolidated ISD

Mr. Anthony Wolverton
Project Manager, Facilities & Planning
3911 Avenue I
Rosenberg, TX 77471

Please find the attached proposal for Commissioning services on the new Morgan Elementary School project. The Base Services exceed the minimum requirements of the International Energy Conservation Code 2015 version. Thank you for this opportunity and please let me know if you have any questions about the proposal

Gary Bristow, P.E
Estes, McClure & Associates, Inc.
gbristow@emaengineer.com

SERVICE ORDER
(for use with AIA B121-2014 Master Agreement)

This is an Amendment, consisting of 2 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated July 5, 2016. This Amendment shall be an addition to the original contract.

Project and Fee:
Commissioning of the new Terrell Elementary School - Lamar CISD

Owner:
Lamar Consolidated Independent School District

Engineer:
Estes, McClure & Associates, Inc.

Project Title:
Terrell Elementary School Cx

Estes, McClure & Associates Inc. will provide Mechanical, Electrical, Plumbing engineering services for the following scope of work:

COMMISSIONED SYSTEMS:

The following systems will be commissioned in accordance with IECC 2015 Requirements and LCISD Guidelines:

- HVAC
- EMS
- Lighting & lighting control systems
- Domestic hot water heating systems

BASIC COMMISSIONING SCOPE OF SERVICES

For this project, we will perform the following services:

- 90% Construction Document Review
Provide commissioning review of 90% construction documents and coordinate comments with Program Manager for resolution.
- Develop Commissioning Plan and Specifications
Provide commissioning specifications for project manual including initial Commissioning Plan.
- Commissioning Kickoff with Construction Team
Conduct meeting with design and construction team to explain commissioning process and milestones.
- Site Observations and Reports
Conduct site observations and provide observation reports for commissioned systems at critical MEP milestones. Attend corresponding OAC meeting to discuss commissioning activities.
 - MEP rough-in (40-50% construction)
 - Ductwork and piping pressure testing verification
 - System startup
- Functional Testing of Quality Sample of HVAC
Perform functional testing of HVAC units for consistency with design documents and LCISD guidelines and expectations. Approximate sampling strategy below:
 - Chilled and hot water plant – 100%
 - Air handling units – 60%
 - Outside air handling units – 100%
 - VAV boxes – 30%

- Functional Testing of Quality Sample of Lighting Control Systems (20-30%)
Perform functional testing of lighting control systems (vacancy sensors, daylighting sensors).
- EMS Point-to-Point Verification (30-40%)
Perform point-to-point testing of EMS graphics, trends, and sequences of operation for consistency with design documents and LCISD guidelines and expectations.
- Functional Testing of Quality Sample of Domestic Hot Water Heaters (30-40%)
Perform functional testing of domestic hot water heaters for consistency with design documents and LCISD guidelines and expectations.
- Maintain Issues Log
Keep a record of all deficiencies and coordinate with Contractors for resolution of problems.
- Final Commissioning Record
Provide Final Commissioning Record that documents the commissioning process including final resolution of all issues.
- Close-Out Document Review
Review all close-out documents including as-builts, O&M manuals, test and balance reports for consistency with project manual an LCISD guidelines and expectations.
- 10 Month Warranty Review
Conduct meeting with LCISD, construction and design teams at 10-month warranty review. Coordinate with team for resolution of deficiencies.

COMMISSIONING FEE

Commissioning Services Fee: \$41,400

Estes, McClure and Associates, Inc. will invoice Lamar Consolidated Independent School District on the schedule specified in the original agreement.

Billing Schedule:

<u>Commissioning Plan/Design Review:</u>	<u>20% of Fixed Fee</u>
<u>50% Construction:</u>	<u>20% of Fixed Fee</u>
<u>Initial Commissioning Report:</u>	<u>30% of Fixed Fee</u>
<u>Complete Functional Testing:</u>	<u>10% of Fixed Fee</u>
<u>Delivery of Final Commissioning Record:</u>	<u>10% of Fixed Fee</u>
<u>10 Month Warranty Review:</u>	<u>10% of Fixed Fee</u>

(Engineer)

Estes, McClure and Associates Inc.
Gary Bristow, P.E.

9/29/2021

(Date)

Accepted by:

(Signature)

(Print)

(Date)

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR THE DICKINSON
ELEMENTARY, CAMPBELL ELEMENTARY, AND WILLIAMS ELEMENTARY
SCHOOLS' ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve the design development for the Dickinson Elementary, Campbell Elementary, and Williams Elementary schools' additions and renovations as presented.

IMPACT/RATIONALE:

Joiner Architects, Inc. is the architect of record for the for the Dickinson Elementary, Campbell Elementary, and Williams Elementary schools' additions and renovations. The design development booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 3, 2020, Lamar CISD passed a bond issue that included the Dickinson Elementary, Campbell Elementary, and Williams Elementary schools' additions and renovations. Upon approval of the design development, the construction documents phase will begin.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**CONSIDER APPROVAL OF THE 2021-2023 DISTRICT IMPROVEMENT PLAN
AND THE 2021-2022 CAMPUS IMPROVEMENT PLANS**

RECOMMENDATION:

That the Board of Trustees approves the 2021-2023 District Improvement Plan and the 2021–2022 Campus Improvement Plans.

IMPACT/RATIONALE:

Per Texas Education Code §11.252, the Board of Trustees is tasked to ensure 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 and determine that campuses are using appropriate measures to generate success.

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 Lamar CISD Strategic Plan. The plans 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 address continually evolving campus and student needs.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

CONSIDER APPROVAL OF CHARTER BUS SERVICES

RECOMMENDATION:

That the Board of Trustees approve all vendors who responded to the proposal for charter bus services for the District.

IMPACT/RATIONALE:

This award will establish an annual contract for charter bus transportation services for field trips, band, orchestra, athletics, and other district approved activities as requested. Awarding to all vendors provides flexibility in planning when charter services may incorporate limited availability dates. This type of award is beneficial to the District as it allows our campuses and departments a variety of vendors to select from, while ensuring that the District is compliant with purchasing regulations according to TEC 44.031.

PROGRAM DESCRIPTION:

RFP #15-2021RL requested vendors to submit trip prices, safety profiles, fleet availability, bus tracking capabilities, insurance, and cleaning protocols specific to Lamar CISD. Athletics, Performing and Visual Arts, and Transportation Departments worked with the Purchasing Department on bid specifications and award recommendations.

All vendors safety records will be reviewed by Transportation and Purchasing Department staff. Safety records will be obtained through the Federal Motor Carrier Safety Administration's (FMCSA) Safety Measurement System (SMS) website.

This bid will be awarded as an annual contract with the option of renewal for four additional one- year periods, provided the Lamar CISD and the approved vendors are in mutual agreement. The procurement of these services will commence upon board approval and as services are requested by individual campuses or district groups utilizing local and activity funds.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

RFP #15-2021RL CHARTER BUS TRANSPORTATION SERVICE

RFP 15-2021RL
Charter Bus Services

	AFC Transportation			Wayne Motorcoaches			First Class Tours		
	48-60 Passenger	26-47 Passenger	25 or less Passenger	48-60 Passenger	26-47 Passenger	25 or less Passenger	48-60 Passenger	26-47 Passenger	25 or less Passenger
Bus Capacity									
Hourly Rate	\$110.00	\$100.00	\$90.00	\$ 124.00	No Bid	No bid	95.00	No bid	No bid
Minimum Hours	5	4	4	5	No Bid	No bid	5.00	No bid	No bid
Daily Rate	\$1,500	\$1,400	\$1,300	\$1,240	No Bid	No bid	1,250.00	No bid	No bid
Mileage Rate	Live \$4.50 Dead/Head \$3.75	Live \$4.25 Dead/Head \$3.50	N/A	Live \$4.50 Dead/Head \$2.00	No Bid	No bid	3.95	No bid	No bid
Minimum Charge	\$550.00	\$400.00	\$360.00	\$620.00	No Bid	No bid	635.00	No bid	No bid
Second Driver	Varies upon trip - \$250-\$1500	Varies upon trip - \$250-\$1500	Varies upon trip - \$250-\$1500	500.00	No Bid	No bid	250.00	No bid	No bid
Overnight Rate	Client book driver hotel room & purchase bus parking pass	Client book driver hotel room & purchase bus parking pass	Client book driver hotel room & purchase bus parking pass	1,240.00	No Bid	No bid	\$150.00	No bid	No bid
Damage Deposit	\$500 per incident: final amount dependent upon damage	\$500 per incident: final amount dependent upon damage	\$500 per incident: final amount dependent upon damage	500.00	No Bid	No bid	No charge	No bid	No bid
Cancellation Fee	*30-14 days prior 25% fee *13-3 days prior 50% fee *2 days or less 100% fee	*30-14 days prior 25% fee *13-3 days prior 50% fee *2 days or less 100% fee	*30-14 days prior 25% fee *13-3 days prior 50% fee *2 days or less 100% fee	Varies	No Bid	No bid	No charge with 24 Hr notice	No bid	No bid
Fuel Surcharge	Contact vendor	Contact vendor	Contact vendor	None	No Bid	No bid	No charge	No bid	No bid

	Tour-Rific of Texas			Sams Limousine		
	48-60 Passenger	26-47 Passenger	25 or less Passenger	48-60 Passenger	26-47 Passenger	25 or less Passenger
Bus Capacity						
Hourly Rate	\$115.00	No Bid	No Bid	\$115.00	No bid	\$80.00
Minimum Hours	5	No Bid	No Bid	5	No bid	5
Daily Rate	\$1,450.00	No Bid	No Bid	1,400.00	No bid	\$960.00
Mileage Rate	Varies	No Bid	No Bid	3.75	No bid	\$3.25
Minimum Charge	\$575.00	No Bid	No Bid	Hourly Rate	No bid	Hourly Rate
Second Driver	\$250.00	No Bid	No Bid	\$500.00	No bid	No Bid
Overnight Rate	Daily rate plus driver room	No Bid	No Bid	\$1,400.00	No bid	\$960.00
Damage Deposit	No charge	No Bid	No Bid	\$500.00	No bid	\$400.00
Cancellation Fee	Case by case	No Bid	No Bid	Varies	No bid	Varies
Fuel Surcharge	No charge at this time	No Bid	No Bid	No bid	No bid	No bid

**CONSIDER APPROVAL OF AMENDMENT NO. 1 TO RFP 12-2021RF,
THE HVAC FULL COVERAGE MAINTENANCE AND SERVICE AGREEMENT**

RECOMMENDATION:

That the Board of Trustees approve Amendment No. 1 in the amount of \$24,300 per year to the RFP 12-2021RF, Full Coverage Maintenance and Service Agreement with Texas AirSystems and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The current contract with Texas AirSystems does not include preventative maintenance for Randle High School, Wright Junior High School, and the Development Center-NOC. Amendment No. 1 will add these locations to the Full Coverage Maintenance and Service Agreement.

PROGRAM DESCRIPTION:

Upon approval, the Board President will execute the agreement document to Texas AirSystems to include preventative maintenance to Randle High School, Wright Junior High School, and Development Center-NOC on the RFP 12-2021RF, HVAC Full Coverage Maintenance and Service Agreement.

Submitted By: Chris Juntti, Chief Operations Officer
Aaron F. Morgan, Region IV Education Service Center
Paul Gutowsky, RTSBA, ATEM, Energy Coordinator

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

Amendment I to RFP 12-2021RF

HVAC Full Coverage Maintenance & Service Agreement

August 19, 2021

This Agreement is made between Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471; and Texas AirSystems, 12650 Directors Dr., Suite 600, Stafford, Texas 77477.

In this Agreement, the party who is contracting to receive services shall be referred to as “LCISD” and the party who will be providing the services shall be referred to as “TAS”.

Therefore the parties agree to the following:

- LCISD will pay TAS in the amount of Twenty-Four Thousand Three Hundred Dollars (\$24,300.00) per year to perform preventive maintenance at the following locations:
 - Randle High School and Wright Junior High \$21,650.00
 - Development Center - NOC \$2,650.00
- Performance of Scope of Services will correspond with RFP 12-2021, HVAC Full Coverage Maintenance & Service Agreement Documents.
- Length of the Agreement: August 1, 2021 to June 30, 2024.

Both Parties agree that the complete agreement between us about these services will consist of this RFP 12-2021, HVAC Full Coverage Maintenance & Service Agreement.

Agreed to:
Lamar Consolidated Independent School District

Agreed to:
Texas AirSystems

By: _____
Authorized Signature

By: _____
Authorized Signature

Authorized Name (print)

Authorized Name (print)

Customer Address:
Lamar Consolidated Independent School District
3911 Avenue
Rosenberg, Texas 77471
(832) 223- 0000

Contractor Address:
Texas AirSystems
12650 Directors Dr., Suite 600
Stafford, Texas 77477
(832) 342-7000



July 30, 2021

Paul Gutowsky
LCISD

Reference:
Adding Two Liebert self-contained computer room systems, with remote condensers to RFP-2021RF, for preventative maintenance only. These units are in the Development Center NOC room.

Scope of Work:

- Replace Return air filters every 90 days, or as environmental conditions dictate.
- Take oil samples for analysis.
- Clean evaporator coils.
- Clean condenser coils.
- Provide maintenance materials.
- Log operation set points.
- Provide maintenance labor.

The costs for these services will be \$2650 annually. These services will begin September 1, 2021 and will continue until the duration of the current RFP-2021RF agreement.

Please let me know if you have any questions.

Thank you,

A handwritten signature in black ink, appearing to read "Scott/Sory", written over a horizontal line.

Scott/Sory
Regional Operations Manager



July 9, 2021

Paul Gutowsky
Energy Coordinator
Lamar Consolidated ISD

Reference: Randle Wright Schools Preventative Maintenance Add

Paul,

Pricing provided pertains to Randle High School and Wright Junior High and the scope of work to be performed under RFP12-2021RF.

Scope of work:

- Supply and replace all return air filters as environmental conditions dictate or every 90 days.
- Provide preventative maintenance labor and material on all HVAC equipment covered under this agreement.
- Provide vibration analysis on required HVAC equipment covered under this agreement.
- Provide oil analysis as required on all HVAC equipment covered under this agreement.

Note: Excluded from these services will be water treatment. These services are performed by others.

The cost for these services will be \$21,650. This service will begin August 1, 2021.

Regards,

Scott Sory

Scott Sory
Regional Operations Manager

**CONSIDER APPROVAL OF ARCHITECT CONTRACT
AND PROCUREMENT METHOD FOR ELEMENTARY SCHOOL #33**

RECOMMENDATION:

That the Board of Trustees approve VLK Architects for the design of Elementary School #33 with the Construction Manager at Risk as the procurement method and allow the Superintendent to begin contract negotiations.

IMPACT/RATIONALE:

On November 3, 2020, a bond referendum was approved that included Elementary School #33. Procurement for architect or engineer services is prescribed by law in Texas Government code 2254. The code, specifically 2254.004, requires all submissions be selected on the basis of demonstrated competence and qualifications. At the regular board meeting on August 19, 2021, the Board of Trustees passed the procurement method for all remaining 2020 Bond projects to be Competitive Sealed Proposals. Due to the time frame needed for this project we are requesting to change this project procurement method to Construction Manager at Risk. This project will be funded from the 2020 Bond Funds.

PROGRAM DESCRIPTION:

Upon approval VLK Architects will begin the design process for Elementary School #33. Request for proposals from general contractors will be prepared and advertised. The school is located near Beechnut and Peek Road.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**CONSIDER APPROVAL OF RFP #18-2021RG FOR CONSTRUCTION MANAGER
AT RISK FOR THE TERRY HIGH SCHOOL AND GEORGE JUNIOR HIGH SCHOOL
ADDITIONS AND RENOVATIONS PHASE I AND PHASE II**

RECOMMENDATION:

That the Board of Trustees approve the Request for Proposal for Construction Manager at Risk for Terry High School and George Junior High School Phase I and Phase II additions and renovations to Drymalla Construction.

Phase I in the amount of \$30,000 for preconstruction services, a construction management at risk fee of 2.27% and a general conditions fee of 6.97%.

Phase II in the amount of \$35,000 for preconstruction services, a construction management at risk fee of 2.27% and a general conditions fee of 6.97%.

IMPACT/RATIONALE:

On August 19, 2021, the Board of Trustees approved the Construction Management at Risk procurement method for the Terry High School and George Junior High School Phase I and Phase II additions and renovations. Lamar CISD administration, VLK Architects, and Rice & Gardner evaluated the proposals and ranked them based on the selection criteria published in the Request for Proposals. The final recommendation from the selection committee is Drymalla Construction.

PROGRAM DESCRIPTION

Upon approval Drymalla Construction will begin the preconstruction phase in the design process for the Terry High School and George Junior High School Phase I and Phase II additions and renovations.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



October 5, 2021

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

Re: Terry HS and George JHS Additions and Renovations Phase I and Phase II
Lamar CISD
Proposal No. RFP No. RFP#18-2021RG
VLK Project No. 21-064.00

Dear Dr. Mr. McKeever,

On Thursday, September 16, 2021, Construction Manager at Risk Proposals were received at the Lamar CISD Facilities Building for the Terry HS and George JHS Additions and Renovations. Six (6) offerors submitted proposals as requested. A tabulation of the proposal results is attached.

A Selection Committee made up of District administrators, architects and consultants evaluated the proposals on Thursday, September 16, 2021, and ranked them based on the selection criteria published in the Instructions to Offerors section of the Contract Documents.

VLK Architects recommends to the Lamar CISD Board of Trustees, the acceptance of the Selection Committee's recommendation to select Drymalla Construction Company as the Construction Manager at Risk for the Terry HS and George JHS Additions and Renovations project in the amount of \$30,000.00, which represents the Pre-construction Fee for Phase I and \$35,000.00 which represents the Pre-construction Fee for Phase II, 2.27% for the CM-at-Risk Fee for Phase I and 2.27 % the CM-at-Risk Fee for Phase II, and 6.97% for the Proposed General Conditions Phase I and 6.97% for the Proposed General Conditions Phase II. All parties teamed with Lamar CISD staff to confirm proposals contained fair and accurate pricing, ensuring the maximum value to the District was achieved.

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

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

We look forward to a successful partnership with the District and Drymalla Construction Company, in the construction of the Terry HS and George JHS Additions and Renovations.

Sincerely,

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

Todd J. Lien, AIA
Principal
Enclosure

Cc: Mr. Jim Rice
Mr. David Castaneda

PROPOSAL TABULATION SHEET

Proposal Date/Time: Tuesday, December 3, 2019 at 2:00P.M.

CONSTRUCTION MANAGER AT RISK

PHASE ONE – B.F. Terry High School George Junior High School Renovations - Approximate Budget of \$8,700,000.00

PHASE TWO – B.F. Terry High School George Junior High School Additions & Renovations - Approximate Budget of \$10,900,000.00

Lamar Consolidated Independent School District RFP#16-2021RG

Thursday, September 16, 2021 - Proposals Due at 2:00 PM

PROJECT	Bass Construction	Division One Construction	Drymalla Construction	Durotech	Sedalco	Sterling Structures
Addenda 1 Acknowledged	Y	Y	Y	Y	Y	Y
PHASE ONE B.F. Terry High School George Junior High School Renovations Proposed Pre-Construction Services Fee (\$)	\$10,000.00	\$5,000.00	\$30,000.00	\$24,000.00	\$20,000.00	\$10,000.00
PHASE TWO B.F. Terry High School George Junior High School Additions & Renovations Proposed Pre-Construction Services Fee (\$)	\$10,000.00	\$5,000.00	\$35,000.00	\$24,000.00	\$15,000.00	\$10,000.00
Phase 1 – Terry HS and George JHS Proposed CM-at-Risk Fee (%)	4.75%	2.65%	2.27%	3.91%	3.50%	2.25%
Phase 1 – Fee	\$413,250.00	\$230,550.00	\$197,490.00	\$340,170.00	\$304,500.00	\$195,750.00
Phase 2 – Terry HS and George JHS Proposed CM-at-Risk Fee (%)	4.75%	2.65%	2.27%	3.05%	3.50%	2.25%
Phase 2 - FEE	\$517,750.00	\$288,850.00	\$247,430.00	\$332,450.00	\$381,500.00	\$245,250.00
PHASE ONE B.F. Terry High School George Junior High School Renovations Proposed General Conditions Fee (%)	5.67%	8.47%	6.97%	9.37%	10.87%	7.81%
	\$493,290.00	\$736,890.00	\$606,390.00	\$815,190.00	\$945,690.00	\$679,470.00
PHASE TWO B.F. Terry High School George Junior High School Additions & Renovations Proposed General Conditions Fee (%)	5.24%	6.83%	6.97%	7.83%	9.16%	6.46%
	\$ 571,160.00	\$ 744,470.00	\$ 759,730.00	\$ 853,470.00	\$ 998,440.00	\$ 704,140.00
Totals (Project 1 + Project 2)	\$2,015,450.00	\$2,010,760.00	\$1,876,040.00	\$2,389,280.00	\$2,665,130.00	\$1,844,610.00
Pricing Evaluation (15%)	13.73	13.76	14.75	11.58	10.38	15.00
Technical Evaluation (85%)	64.90	67.34	81.04	81.10	76.05	66.02
Total Evaluation Points	78.63	81.10	95.78	92.68	86.43	81.02
Ranking	6	4	1	2	3	5
Totals Phase 1	\$916,540.00	\$972,440.00	\$833,880.00	\$1,179,360.00	\$1,270,190.00	\$885,220.00
Totals Phase 2	\$1,098,910.00	\$1,038,320.00	\$1,042,160.00	\$1,209,920.00	\$1,394,940.00	\$959,390.00

**CONSIDER APPROVAL OF SANITARY SEWER INVESTIGATION
FOR CAMPBELL ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Phil's Plumbing Company for the sanitary sewer investigation for Campbell Elementary School in the amount of \$33,750.

IMPACT/RATIONALE:

The sanitary sewer investigation is a professional service that the District must contract directly. These funds were allocated within the 2020 Bond Budget. LCISD Bid Reference: RFP 06-2017LN.

PROGRAM DESCRIPTION:

The sanitary sewer investigation will verify the condition of existing sanitary lines under the building to determine what repairs are needed. This investigation is crucial in the design and repairs of Campbell Elementary School.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

Phil's Plumbing Co.
 9507 Church St.
 Needville, TX 77461
 979-793-4146
 philsplumbing@consolidated.net
 www.philsplumbing-tx.com



ADDRESS
 Lamar Consolidated-
 Attn: Kevin McKeever
 3911 Ave I.
 Rosenberg, TX 77471

SHIP TO
 Lamar Consolidated-
 Attn: Kevin McKeever
 3911 Ave I.
 Rosenberg, TX 77471

Estimate 1191

DATE 09/13/2021

DATE	DESCRIPTION	AMOUNT
	<p>Estimated job cost to camera the following sewer lines at the following schools. Jobs consist of 1. Camera sewer lines, A. map out sewer lines , B. Mark breaks, bellies and other problems, C. Mark cleanout if available, D. If no cleanout mark area to install. 2. Camera storm drains and label on roof with spray paint. 3. Camera kitchen sewer and grease lines. In order to map out the sewer lines an inspection will be performed using a sewer camera. The location of any cleanouts found that can be used for testing purposes will be marked. If no cleanouts are located the exit points and locations where cleanouts can be installed will be marked. Any breaks, bellies or other problems will also be located using the sewer camera and will be marked. All areas will be clearly marked and a detailed diagram will be provided.</p>	
	<p>Job Cost - Bess Campbell Elementary School 1000 Shadow Bend Drive Sugarland, Tx 77479 4.5 Days 25 Restrooms 2 days, 55 Roof drains 1.5 days, Kitchen- Sewer and grease lines 1 day.</p>	33,750.00

TOTAL \$33,750.00

Accepted By

Accepted Date

**CONSIDER APPROVAL OF TEXAS ACCESSIBILITY STANDARDS REVIEW AND
INSPECTION FOR BERNARD CLIFTON TERRELL ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Winning Way Services for Texas Accessibility Standards Review and Inspection for the Bernard Clifton Terrell Elementary School renovations project in the amount of \$2,475 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Texas Accessibility Standards Review and Inspection is a professional service that the District must contract directly. This project will be funded with available funds from the 2014 Bond Referendum.

PROGRAM DESCRIPTION:

TAS Plan Review and Inspection is required to verify the plans comply with Texas Accessibility Standards.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



**P.O. BOX 750953
HOUSTON, TEXAS 77275**

**OFFICE 281-922-0700
E-MAIL bill@winningway.net**

**PLAN REVIEWS – INSPECTIONS
BUILDING CODE – ACCESSIBILITY – ENERGY – FIRE**

September 27, 2021

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

Attention: Mr. Kevin McKeever
Lamar Consolidated ISD

Tony Wolverton
Project Manager

Project: Lamar Consolidated Independent School District
New Elementary School – Bernard Clifton Terrell, Jr.
Richmond, Fort Bend County, Texas

Regarding: Proposal - New Elementary School – Bernard Clifton Terrell, Jr.
TAS Plan Review
TAS Site Inspection

Dear Mr. Kevin McKeever,

I am pleased to submit this proposal for a code compliance review and report of the above referenced project. *Winning Way Services, Inc.* (hereinafter “Consultant”) shall provide to *Lamar Consolidated School District* (hereinafter “Client”) the services described below, under the terms and qualifications described below, for the compensation described below...

SCOPE OF SERVICES:

The Consultant shall perform the following services:

The plan review shall examine compliance conditions for the Texas Accessibility Standards. The review will be completed to ensure substantial compliance with the codes referenced.

The Consultant will prepare a written report identifying conditions observed to not be in substantial compliance with the codes mentioned above, listing discrepancies, missing information, partial information, and non-compliance to the code referenced.

The Texas Accessibility Standards Plan Review will follow the prescribed standards as set forth for, Registered Accessibility Specialists, licensed by the Texas Department of Licensing and Regulations, and conducted by a Registered Accessibility Specialist, using the 2012 Texas Accessibility Standards.

The completion of the code reviews will be as mutually agreed by all parties and will be dependent on submission of 100% plan sets with specifications, and addenda as issued by the design professionals.

COMPENSATION:

The scope of work described above will be performed for the following fee, subject to the terms and qualifications of this proposal:

New Elementary School – Bernard Clifton Terrell, Jr.

TAS – Plan Review	\$ 1,200.00
TAS – Site Inspection	\$ 1,275.00

Architect will register project with TDLR-AB

TERMS AND QUALIFICATIONS:

Receipt of a fully executed copy of this proposal will be sufficient for initiating the work, provided all required plans and related documents are submitted. A signature block has been provided for the purpose of accepting this proposal in its entirety. This proposal becomes the agreement between us.

Invoicing will be submitted on or about the 1st of each month corresponding to the portion of work completed. All invoices will be due upon receipt. Timely payment of invoices is critical for the successful completion of the work. The Consultant reserves the right to stop all work should invoices not be paid timely. Invoices, which are unpaid after 15 days from the invoice date, are subject to an interest charge on professional services not to exceed the maximum non-usurious interest rate plus attorney’s fees and collection expenses.

Any and all information, reports, drawings, specifications and other documents, including those in electronic form, that have been developed by the Consultant and the Consultant’s consultants are Instruments of Service for use solely with this project. Unless final payment has been received for all work performed, use of any portion of the work for any purpose is expressly prohibited unless written permission has been received from the Consultant.

The Client acknowledges that the requirements of the various codes used in the review of this project will be subject to various and possibly contradictory interpretations. The Consultant, therefore, will use his reasonable professional efforts and judgment to interpret the applicable requirements of such codes as they apply to the

project. The Client acknowledges that the Consultant's scope of work does not include any services related to the presence of hazardous or toxic materials.

The Consultant in connection with the services requested or performed herein is that the Consultant will use that degree of care and skill ordinarily exercised under similar conditions by average members of our profession practicing in the same or similar locality.

The Client shall be solely responsible for the accuracy and sufficiency of all documents submitted to the Consultant for use on this project including but not limited to the construction documents, specifications, as-built drawings, surveys, soils reports, cut sheets, etc.

The Client shall keep the Consultant apprised of all project information.

In the event of disputes, both parties agree to mediation, which shall take place in Houston.

The Client acknowledges that he has had the opportunity to consult an attorney regarding the contents of this proposal.

The provisions of this agreement are not to be construed more strictly against the Consultant that drafted this proposal than the Client.

Either party may terminate this agreement for any reason upon five (5) days written notice. The Consultant shall be paid for any and all work to date of termination

In executing and entering into this agreement, neither the Client nor his attorney has relied on any statement or representation pertaining to this agreement (outside this written agreement) made by the Consultant or anyone representing the Consultant.

This proposal contains the entire agreement between the Consultant and the Client and both the Consultant and the Client acknowledge that they have carefully read the contents and understand their meaning and effect.

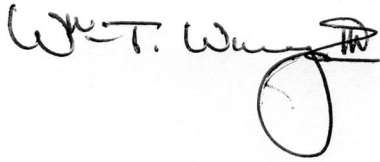
This agreement is made in Harris County, Texas and construed and interpreted in Texas law.

This proposal does not include the securing of any approvals and permits or any fees associated with City / County approvals and permits.

This proposal is valid for fourteen (14) days. If not accepted within fourteen days, the Consultant reserves the right to modify this proposal.

I have assembled this proposal based on my understanding of your specific needs related to this project. I am extremely interested in working with you on this project and look forward to hearing back from you.

Respectfully,



William T. Winning III – CBO
WINNING WAY SERVICES, INC.
Cc: File

ACCEPTANCE:

This proposal is accepted and agreed to by Lamar Consolidated ISD subject to the terms and qualifications contained herein.

Signature

Date

Name

Witness

Title

CC:

CONSIDER APPROVAL OF MDF/IDF A/C INSTALLATION

RECOMMENDATION:

That the Board of Trustees approve Texas Air Systems Inc. as the Job Order Contactor (JOC) for installation of MDF/IDF air conditioning and power upgrades and authorize the Board President to execute the Agreement.

IMPACT/RATIONALE:

The installation of MDF/IDF air conditioning and power upgrades is a district-wide project. This project will be awarded through the Job Order Contract (JOC) #18010102 with The Interlocal Purchasing System (TIPS) cooperative. Funds were allocated within the 2020 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, Texas Air Systems, Inc. will install the systems needed for completion of the project.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



October 1, 2021

Lamar Consolidated ISD MDF/IDF Room A/C & Power Upgrades

Texas AirSystems has reviewed and proposes to accept this project utilizing our Job Order Contract (JOC) #200201 with TIPS on a Gordian RS Means Construction Cost Basis, which is attached herein. While we have identified all major components associated with this large scope of work, additional components may be included on a per project basis and will be priced according to Gordian RS Means Construction Cost Basis.

JOC SCOPE OF WORK MDF/IDF CLOSET IMPROVEMENTS

GENERAL CONDITIONS:

1. Provide and install all equipment per project plans and specifications. Deviations to plans and specifications will be submitted to all parties for review and prior approval.
2. Bonds and insurance to be provided by TAS.
3. Required permits will be provided by TAS.
4. Project sequencing as directed by and coordinated with LCISD.
5. Project duration not to exceed 2 years from date of contract approval.
6. Project contract amount of \$1,800,000 or as authorized by LCISD.
7. At a minimum, a Project Manager, HVAC Superintendent, and Electrical Superintendent will be provided by TAS for all packages, and additional management staff will be provided as required.

ARCHITECTURAL SCOPE:

1. Ceiling removal and replacement for installation of MEP infrastructure.
2. Gypsum board partition extension to deck where needed for required separation.
3. Removal and replacement of gypsum board partitions to allow for installation of cabling and/or mechanical systems.
4. Addition of vents at existing doors for enhanced ventilation.
5. Addition of wire mesh partitions to isolate existing equipment from other functions.
6. Painting of new partitions. Miscellaneous painting of existing partitions damaged with new work.
7. Fencing with privacy slats.
8. Concrete flat work.
9. Roof, wall, and floor penetrations.
10. Roofing, roof curbs and flashing. All roof work will be coordinated with the roofing company at each campus to ensure warranties are maintained.

MECHANICAL SCOPE:

1. Provide and install new ductless or ducted mini split units to be installed in existing data closets.
2. Route condensate piping to nearest existing floor sinks.
3. Provide and install condensate pumps and collection drain pans to assure condensate against gravity.
4. Provide and install outdoor condensing unit either on the roof or at mechanical mezzanine.
5. Provide and install refrigerant piping as per manufacturer recommendations from indoor to outdoor unit. Penetrate floors as required.
6. Mount outdoor unit on equipment support systems.
7. Provide and install temperature sensors and connect with existing BMCS system.
8. Provide housekeeping pads and/or equipment supports for units.



ELECTRICAL:

1. Provide district standard UPS receptacle for every data rack per campus. Connect each to emergency power panel where applicable.
2. Provide electrical connection to new data closet HVAC equipment. Connect each to emergency power panel where applicable.
3. Provide roof receptacle for each data closet HVAC condensing unit. Connect each to normal power panel.
4. Provide and install disconnect switches for all HVAC units.

GENERAL SCOPE:

1. General cleaning of all areas at daily completion of work.
2. Daily supervision from JOC Contractor while work is taking place at each campus.
3. As Built documentation of all conditions prior to work commencing.
4. Testing of all systems before work is to start to confirm all systems operational. Testing of all systems after work is complete to confirm all systems are operational.
5. LCISD will require badging for all workers. Contractor to coordinate with the district on specific requirements.
6. Work hours shall be after school dismissal and until custodial staff is on campus. Weekend and holiday work to be coordinated with the district.
7. No work shall take place during school after hour events and testing. Contractor to coordinate all dates per campus prior to scheduling work.
8. Electronic IOMs will be provided by TAS. Hard copies will be provided as requested.
9. As built drawings will be provided by TAS as requested.

Regards,

Scott Sory

Scott Sory
Regional Operations Manager

Cost Estimate Report

LC ISD

Date: 09/29/2021

LC ISD - MDF & IDF - UNITARY PRICING

Year 2021 Quarter 3
Unit Detail Report

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01	General Requirements				
013113200160	Field personnel, general purpose laborer, average	1.00	Week	\$1,935.13	\$1,935.13
013113200160	Building commissioning, systems operation and verification during turnover	1.00	%	\$4.84	\$4.84
013113200160	Permits rule of thumb, most cities, minimum	1.00	Job	\$9.68	\$9.68
013113200160	Performance Bond, for buildings, minimum	1.00	Job	\$11.61	\$11.61
013113200160	Main office expense, average for General Contractors as a percentage of annual volume, annual volume to \$5,000,000, minimum	1.00	% Vol.	\$154.81	\$154.81
013113200160	Insurance, standard builders risk, minimum	1.00	Job	\$4.64	\$4.64
013113200200	Field personnel, project manager, average	1.00	Week	\$4,000.00	\$4,000.00
013113200260	Field personnel, superintendent, average	1.00	Week	\$3,725.00	\$3,725.00
014523502250	Concrete testing, core drilling for compressive strength test, 4" diameter hole, excl. technician	1.00	Ea.	\$74.08	\$74.08
014523502250	Building commissioning, systems operation and verification during turnover	1.00	%	\$0.19	\$0.19
014523502260	Concrete testing, technician for core drilling	1.00	Hr.	\$51.15	\$51.15
014523505750	Roofing inspection technician, per day	1.00	Ea.	\$569.16	\$569.16
015433205500	Rent truck flatbed 1 axle 3 ton rating, Incl. Hourly Oper. Cost.	1.00	Week	\$4,936.87	\$4,936.87
015433402065	Rent forklift, pneumatic tire, all terrain, telescopic boom, 10,000lb, 31' reach, 45' lift, Incl. Hourly Oper. Cost.	1.00	Week	\$2,011.68	\$2,011.68
015433407200	Rent truck pickup 3/4 ton 4 wheel drive, Incl. Hourly Oper. Cost.	1.00	Week	\$1,026.96	\$1,026.96
Division 01	General Requirements Subtotal				\$18,515.80

Division 02 Existing Conditions

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
024119166100	Selective demolition, cutout, drywall, to 5/8" thick, openings to 5 S.F., excludes re-framing, loading and disposal	1.00	Ea.	\$22.96	\$22.96
024119167310	Selective demolition, cutout, wood frame, roofs, sheathing, to 1" thick, openings to 5 S.F., excludes re-framing, roofing, loading and disposal	1.00	Ea.	\$92.33	\$92.33
024119190840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	1.00	Week	\$850.00	\$850.00
Division 02	Existing Conditions Subtotal				\$965.29
Division 07	Thermal and Moisture Protection				
075423100100	Thermoplastic-polyolefin roofing (TPO), 45 mils, heat welded seams, loose laid and ballasted (1/2 ton / square)	1.00	Sq.	\$123.02	\$123.02
075423100180	Thermoplastic-polyolefin roofing (TPO), 60 mils, heat welded seams, loose laid and ballasted (1/2 ton / square)	1.00	Sq.	\$136.64	\$136.64
Division 07	Thermal and Moisture Protection Subtotal				\$259.66
Division 08	Openings				
081213200400	Frames, steel, wrap around, 16 ga., 6-1/4" x 7'-0" x 2'-6" wide	1.00	Ea.	\$266.72	\$266.72
Division 08	Openings Subtotal				\$266.72
Division 09	Finishes				
092203330010	Partition wall, interior, standard, taped both sides, 8' to 12' high, 1/2" gypsum drywall	1.00		\$0.00	\$0.00
092116330500	Partition wall, interior, standard, taped both sides, installed on & incl. 2" x 4" wood studs, 16" OC, 8' to 12' high, 1/2" gypsum drywall	1.00	S.F.	\$4.67	\$4.67
092203201200	Drilling, for anchors, 1/4" dia, in drywall or plaster walls, incl bit & layout, excl anchor	1.00	Ea.	\$2.82	\$2.82
099123720150	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, latex paint, primer or sealer coat, smooth finish, cut-in brushwork	1.00	L.F.	\$0.32	\$0.32
Division 09	Finishes Subtotal				\$7.81
Division 22	Plumbing				
220529101260	Pipe hanger / support, pipe guide, sized for insulation, no. 1, 1" pipe size for 1" thick insulation	1.00	Ea.	\$319.79	\$319.79
220529102868	Pipe hanger / support, assembly, size includes an insulation allowance, 1" pipe size, includes adjustable clevis, saddle, rod and clamp	1.00	Ea.	\$78.55	\$78.55
Division 22	Plumbing Subtotal				\$398.34
Division 23	Heating, Ventilating, and Air Conditioning (HVAC)				
230505100150	Air conditioner, split unit air conditioner, package unit, 3 ton, selective demolition	1.00	Ea.	\$510.25	\$510.25

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
230505100150	Building commissioning, systems operation and verification during turnover	1.00	%	\$1.28	\$1.28
230505100150	Permits rule of thumb, most cities, minimum	1.00	Job	\$2.55	\$2.55
230505100150	Performance Bond, for buildings, minimum	1.00	Job	\$3.06	\$3.06
230505100150	Main office expense, average for General Contractors as a percentage of annual volume, annual volume to \$5,000,000, minimum	1.00	% Vol.	\$40.82	\$40.82
230505100150	Insurance, standard builders risk, minimum	1.00	Job	\$1.22	\$1.22
230593102800	Balancing, air conditioning equipment; rooftop heating and cooling unit, (Subcontractor's quote including material & labor)	1.00	Ea.	\$423.36	\$423.36
230923100130	Control components/DDC system, analog inputs, sensors (average 50' run in 1/2" EMT), space temperature	1.00	Ea.	\$574.56	\$574.56
230923103214	Control components/DDC system, subcontractor's quote incl. material & labor, DDC controller (average 50' run in conduit), mechanical room, 16 point controller, incl. 120V/1 phase power supply	1.00	Ea.	\$2,829.60	\$2,829.60
230923103266	Control components/DDC system, subcontractor's quote incl. material & labor, DDC controller (average 50' run in conduit), space, VAV terminal box, incl. space temperature sensor	1.00	Ea.	\$725.76	\$725.76
230923104400	Control components/DDC system, front end costs, communications trunk cable	1.00	L.F.	\$3.28	\$3.28
230923104500	Control components/DDC system, front end costs, engineering labor, excl. drafting	1.00	Point	\$81.22	\$81.22
230923104600	Control components/DDC system, front end costs, calibration labor	1.00	Point	\$103.68	\$103.68
230923104700	Control components/DDC system, front end costs, startup, checkout labor	1.00	Point	\$103.68	\$103.68
230923105010	Control components/DDC system, communications bus (data transmission cable), #18 twisted shielded pair in 1/2" EMT conduit	1.00	C.L.F.	\$328.32	\$328.32
232316100700	Refrigeration specialties; condensate drip pan, cast aluminum, electric, 220V, 320 watt, 10" x 9" x 2-3/4"	1.00	Ea.	\$137.36	\$137.36
232316107410	Refrigeration specialties, vacuum pump set, two stage, high vacuum, continuous duty	1.00	Ea.	\$3,771.01	\$3,771.01
232316163120	Refrigerant line sets; insulated copper supply and return tubes, 1/4" and 3/8" tubes, 3/8" insulation, 15' long	1.00	Ea.	\$101.37	\$101.37
232316163140	Refrigerant line sets; insulated copper supply and return tubes, 1/4" and 3/8" tubes, 3/8" insulation, 25' long	1.00	Ea.	\$135.35	\$135.35
232316163160	Refrigerant line sets; insulated copper supply and return tubes, 1/4" and 3/8" tubes, 3/8" insulation, 35' long	1.00	Ea.	\$164.77	\$164.77
232316163180	Refrigerant line sets; insulated copper supply and return tubes, 1/4" and 3/8" tubes, 3/8" insulation, 50' long	1.00	Ea.	\$220.92	\$220.92
232316163220	Refrigerant line sets; insulated copper supply and return tubes, 1/4" and 1/2" tubes, 3/8" insulation, 15' long	1.00	Ea.	\$106.76	\$106.76
232316163240	Refrigerant line sets; insulated copper supply and return tubes, 1/4" and 1/2" tubes, 3/8" insulation, 25' long	1.00	Ea.	\$138.30	\$138.30

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
232316163260	Refrigerant line sets, insulated copper supply and return tubes, 1/4" and 1/2" tubes, 3/8" insulation, 35' long	1.00	Ea.	\$171.64	\$171.64
232316163280	Refrigerant line sets, insulated copper supply and return tubes, 1/4" and 1/2" tubes, 3/8" insulation, 50' long	1.00	Ea.	\$228.77	\$228.77
232323204450	Refrigeration specialties, refrigerant, R-410A, 25 lb. disposable cylinder	1.00	Lb.	\$11.58	\$11.58
238126100120	Split ductless system, cooling only, single zone, wall mount, 3/4 ton cooling	1.00	Ea.	\$1,854.35	\$1,854.35
238126100130	Split ductless system, cooling only, single zone, wall mount, 1 ton cooling	1.00	Ea.	\$2,104.53	\$2,104.53
238126100140	Split ductless system, cooling only, single zone, wall mount, 1-1/2 ton cooling	1.00	Ea.	\$3,042.80	\$3,042.80
238126100150	Split ductless system, cooling only, single zone, wall mount, 2 ton cooling	1.00	Ea.	\$3,458.73	\$3,458.73
238126100160	Split ductless system, cooling only, single zone, wall mount, 3 ton cooling	1.00	Ea.	\$3,583.73	\$3,583.73
238126101020	Split ductless system, cooling only, single zone, ceiling mount, 2 ton cooling	1.00	Ea.	\$3,149.08	\$3,149.08
238126101030	Split ductless system, cooling only, single zone, ceiling mount, 3 ton cooling	1.00	Ea.	\$3,949.68	\$3,949.68
238126107010	Split ductless system, accessories for all split ductless systems, for ambient frost control, add	1.00	Ea.	\$439.66	\$439.66
238126107030	Split ductless system, accessories for all split ductless systems, for tube / wiring kit, 15' kit	1.00	Ea.	\$107.95	\$107.95
238126107036	Split ductless system, accessories for all split ductless systems, for tube / wiring kit, 25' kit	1.00	Ea.	\$99.62	\$99.62
238126107040	Split ductless system, accessories for all split ductless systems, for tube / wiring kit, 35' kit	1.00	Ea.	\$173.68	\$173.68
238126107050	Split ductless system, accessories for all split ductless systems, for tube / wiring kit, 50' kit	1.00	Ea.	\$226.53	\$226.53
238129101110	Heat pump, gas driven, split, outdoor unit, multi-zone, (VRV) type, 8 tons cooling, isolation rails, excludes interconnecting refrigerant tubing and multi-zone controls	1.00	Pair	\$1,688.68	\$1,688.68
Division 23	Heating, Ventilating, and Air Conditioning (HVAC) Subtotal			\$34,799.49	
Division 26	Electrical				
260519900050	Wire, copper, stranded, 600 volt, #14, type THW, normal installation conditions in wireway, conduit, cable tray	1.00	C.L.F.	\$48.42	\$48.42
260533135000	Electric metallic tubing (EMT), 1/2" diameter, to 10' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF	1.00	L.F.	\$3.87	\$3.87
260533135020	Electric metallic tubing (EMT), 3/4" diameter, to 10' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF	1.00	L.F.	\$5.14	\$5.14

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
260533135040	Electric metallic tubing (EMT), 1" diameter, to 10' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	1.00	L.F.	\$6.43	\$6.43
260533135060	Electric metallic tubing (EMT), 1-1/4" diameter, to 10' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	1.00	L.F.	\$8.28	\$8.28
260533135080	Electric metallic tubing (EMT), 1-1/2" diameter, to 10' high, incl 2 terminations, 2 elbows, 11 beam clamps, and 11 couplings per 100 LF	1.00	L.F.	\$9.84	\$9.84
260533135200	Electric metallic tubing (EMT), field bends, 45 Deg. to 90 Deg., 1/2" diameter	1.00	Ea.	\$5.83	\$5.83
260533135220	Electric metallic tubing (EMT), field bends, 45 Deg. to 90 Deg., 3/4" diameter	1.00	Ea.	\$6.50	\$6.50
260533135240	Electric metallic tubing (EMT), field bends, 45 Deg. to 90 Deg., 1" diameter	1.00	Ea.	\$7.09	\$7.09
260533135260	Electric metallic tubing (EMT), field bends, 45 Deg. to 90 Deg., 1-1/4" diameter	1.00	Ea.	\$13.59	\$13.59
260533135280	Electric metallic tubing (EMT), field bends, 45 Deg. to 90 Deg., 1-1/2" diameter	1.00	Ea.	\$14.25	\$14.25
260536300240	Cable tray, trough, galvanized steel, vented, 6" deep, 12" wide, to 15' elevation, incl fittings & supports	1.00	L.F.	\$30.34	\$30.34
260583100050	Motor connections, flexible conduit and fittings, 1 phase, 115 volt, 2 HP motor	1.00	Ea.	\$91.32	\$91.32
260590109150	Heating/air conditioning, residential, hook-up, #8/2 of EMT & wire, 40', incl 60 A disconnect switch, 3' sealtite, 40 A, 2 pole circuit breaker	1.00	Ea.	\$611.21	\$611.21
Division 26	Electrical Subtotal				\$862.11

**CONSIDER APPROVAL OF SANITARY SEWER INVESTIGATION
FOR WESSENDORFF MIDDLE SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Phil's Plumbing Company for the sanitary sewer investigation for Wessendorff Middle School in the amount of \$41,250.

IMPACT/RATIONALE:

The sanitary sewer investigation is a professional service that the District must contract directly. These funds were allocated within the 2020 Bond Budget, LCISD Bid Reference: RFP 06-2017LN.

PROGRAM DESCRIPTION:

The sanitary sewer investigation will verify the condition of existing sanitary lines under the building to determine what repairs are needed. This investigation is crucial in the design and repairs of Wessendorff Middle School.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

Phil's Plumbing Co.
 9507 Church St.
 Needville, TX 77461
 979-793-4146
 philsplumbing@consolidated.net
 www.philsplumbing-tx.com



ADDRESS
 Lamar Consolidated-
 Kevin McKeever
 3911 Ave I.
 Rosenberg, TX 77471

SHIP TO
 Lamar Consolidated-
 Kevin McKeever
 3911 Ave I.
 Rosenberg, TX 77471

Estimate 1189

DATE 09/13/2021

DATE	DESCRIPTION	AMOUNT
	<p>Estimated job cost to camera the following sewer lines at the following schools. Jobs consist of 1. Camera sewer lines, A. map out sewer lines , B. Mark breaks, bellies and other problems, C. Mark cleanout if available, D. If no cleanout mark area to install. 2. Camera storm drains and label on roof with spray paint. 3. Camera kitchen sewer and grease lines. In order to map out the sewer lines an inspection will be performed using a sewer camera. The location of any cleanouts found that can be used for testing purposes will be marked. If no cleanouts are located the exit points and locations where cleanouts can be installed will be marked. Any breaks, bellies or other problems will also be located using the sewer camera and will be marked. All areas will be clearly marked and a detailed diagram will be provided.</p>	
	<p>Job Cost - Wessendorff Middle School 5201 Mustang Ave. Rosenberg, Tx 77471 5.5 Days 14-15 Restroom 1.5 Days 100 Roof Drains and 3 Days Kitchen and sewer and grease lines 1 day.</p>	41,250.00

TOTAL \$41,250.00

Accepted By

Accepted Date

**CONSIDER APPROVAL OF SPECIAL NEEDS PPCD PLAYGROUND EQUIPMENT
FOR JACKSON ELEMENTARY**

RECOMMENDATION:

That the Board of Trustees approve McKenna Contracting, Inc. for the installation of the Special Needs PPCD playground equipment at Jackson Elementary School in the amount of \$148,660 with necessary budget amendments and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

On November 3, 2020 a bond referendum was approved that included the installation of a new special needs PPCD playground equipment at Jackson Elementary. McKenna Contracting, Inc. is part of the Southeast Texas Purchasing Cooperative/ESC Region 5, Cooperative Pricing contract #20181004. Since Lamar CISD is a member of the Southeast Texas Purchasing Cooperative, the district can take advantage of the competitive pricing already established. This project will be funded with 2020 Bond Budget and local funds.

PROGRAM DESCRIPTION:

Upon approval, McKenna Contracting, Inc. will begin installation of the Special Needs PPCD playground equipment at Jackson Elementary School.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



McKenna Contracting, Inc.

1936 Old Holzwarth Rd. Spring, Texas 77388

(832) 326-1581 office

Email: betsy@mckennacontracting.net

Website: mckennacontracting.net

September 22, 2021

Lamar ISD- A W Jackson Elementary –
Inclusive Playground Area

Southeast Texas Purchasing Coop/ESC Region 5
Playground Equipment Supplies and/or Services
Contract # 20181004
12/1/2020 to 11/30/2021



PROPOSAL

We hereby submit specifications and estimates for:

FINAL BID					
DESCRIPTION	Equipment, Freight, and Installation	McKenna Discount	TOTAL	PLANNING	SPECIAL ED TOTAL
Remove old playground,borders and mulch	\$4,500		\$4,500	\$4,500	
New Sidewalk - 32 LF or 4' Sidewalk	\$1,260		\$1,260	\$1,260	
Poured in Place Rubber with Concrete Base and Curb	\$62,010		\$62,010	\$62,010	
Shade Structure 32 X 16 X 10	\$9,950		\$9,950	\$9,950	
Inclusive Orbit	\$20,505	-\$765	\$19,740	\$4,365	\$15,375
Selfie Swizzler	\$3,340	-\$375	\$2,965	\$460	\$2,505
Spinning Seat	\$1,810	-\$200	\$1,610	\$255	\$1,355
Sensory Summit Range with Level 3 Sensor Package	\$19,970	-\$2,245	\$17,725	\$2,750	\$14,975
Freestanding 4' Single Velocity Slide	\$7,325	-\$820	\$6,505	\$6,505	
5" OD Single Post Swing-2Seat	\$2,385	-\$65	\$2,320	\$2,320	
Made for Me Seat 2-5	\$665	-\$30	\$635	\$15	\$620
One For All	\$475	-\$25	\$450	\$10	\$440
Conga Drums Duo	\$4,835	-\$540	\$4,295	\$4,295	
Moon Crater Climber - surface mount or inground	\$4,750	-\$175	\$4,575	\$995	\$3,580
Lilypad Cybals	\$4,365	-\$160	\$4,205	\$980	\$3,225
Flower Package- All 4 flowers each color	\$6,140	-\$225	\$5,915	\$1,375	\$4,540
	\$76,565	-\$5,625	\$148,660	\$102,045	\$46,615

All prices include equipment, freight and delivery, installation of structures. Poured in Place Rubber Surfacing 50% Color and 50% Black over concrete with concrete curb and 28 LF of sidewalk. Pricing also includes removal of existing playground and surfacing area.

Expected delivery time from point of order is expected at 50 - 75 days and is not guaranteed by manufacturing plant. All in ground mount posts are installed in concrete 24" – 40" below surface. All equipment ships direct from manufacturing plant to Houston. Property has been viewed by McKenna Contracting prior to this date. All debris to be removed from jobsite as needed and completely. All safety equipment and materials will be provided by McKenna Construction.

Color Selection must be determined at time of ordering equipment. Sales Tax is not included in price.

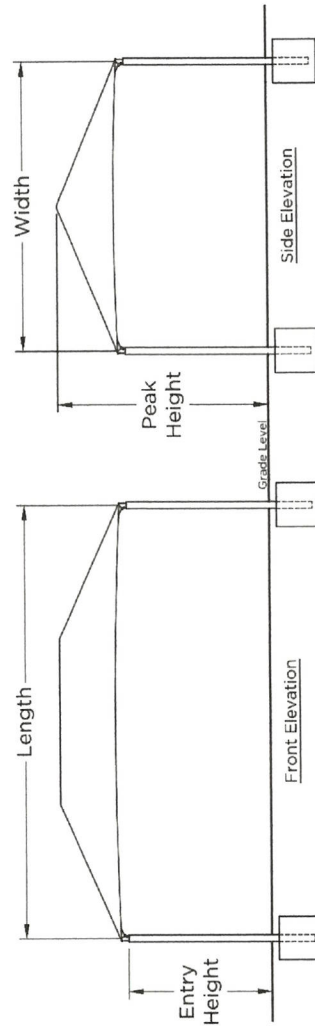
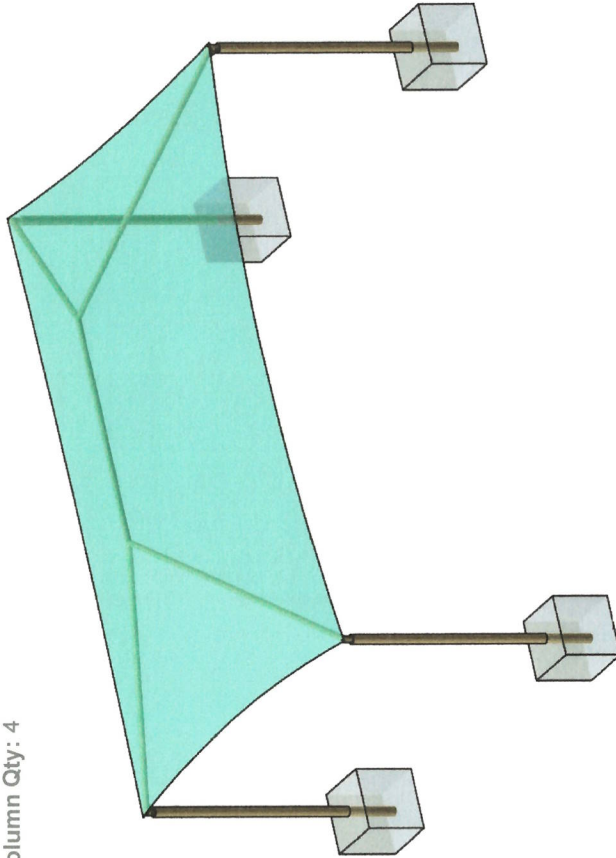
Terms: Lamar ISD Purchase Order - Invoice upon completion of all work, NET 30 Days

No changes to design, color or order of materials on order has been placed with manufacturer

Hip Shade

Length	32	Width	16	Entry Height	10
Peak Height	13.23	Elbow	Standard	Column Mount	Embedded
Column Size	5007	Rafter Size	5011	Ridge Size	5011
Column Length	13	Rafter Length	11.3746873	Ridge Length	17.1747746

Dome Qty: 1 Column Qty: 4



SHADE
BY SUPERIOR RECREATIONAL PRODUCTS

QUOTE

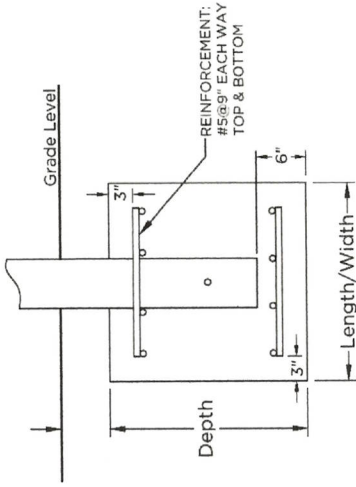
SHADE SIZE
32 X 16

SHADE STYLE
Hip Shade

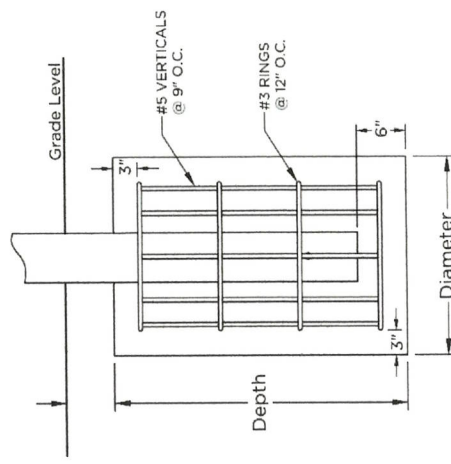
These drawings are for reference only and should not be used as construction details. They show the general character and rough dimensions of the structural features. Exact spans, fasteners, materials, and foundations can be determined by a licensed professional engineer upon request. Estimated footing size above is based on 1,500 PSF soil bearing pressure.



Square Footing		
Column	Length & Width	Depth
Single Cap	2.86	3
Double Cap	N/A	3



Auger Footing		
Diameter	Single Cap Depth	Double Cap Depth
1'-6"	Out of range	N/A
2'-0"	4.01	N/A
2'-6"	Out of range	N/A
3'-0"	Out of range	N/A





User Capacity
35-45
Critical Fall Height
8'-0"

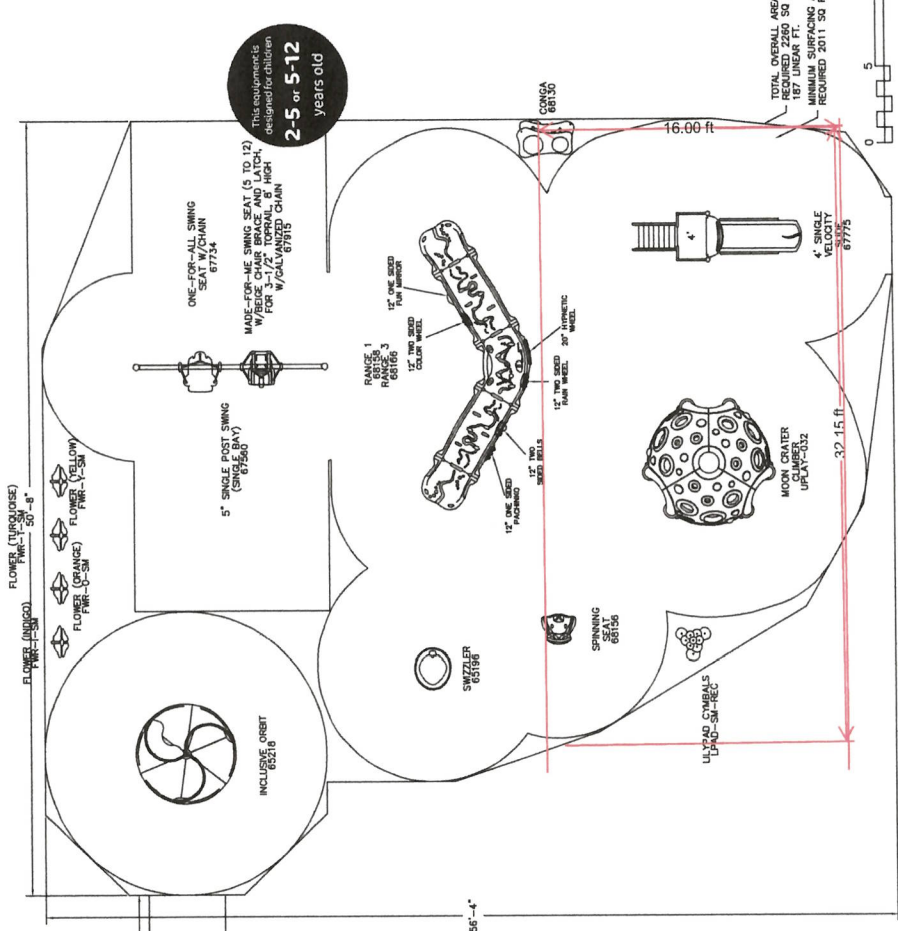
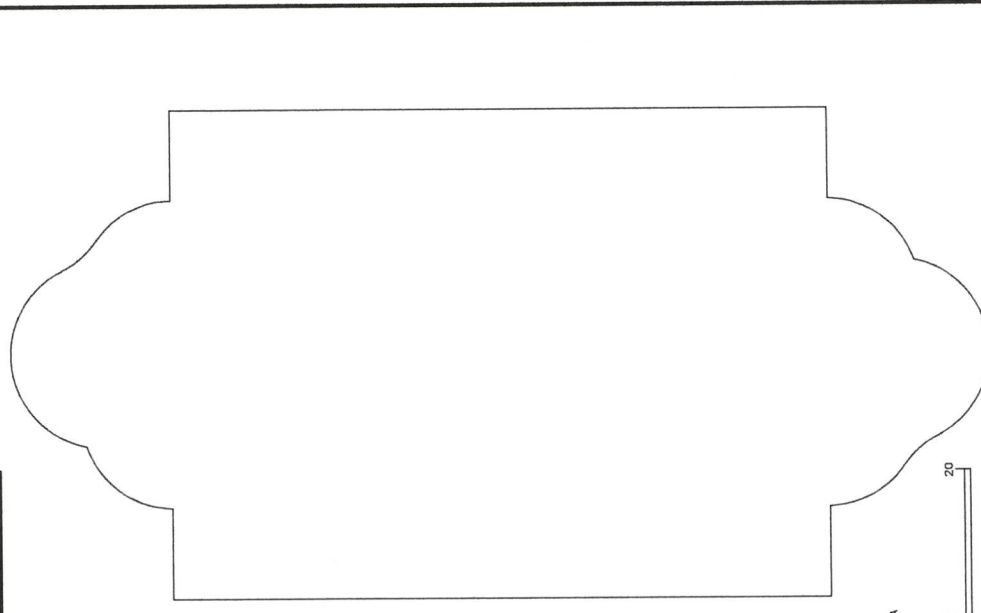
play&park structures
A PLAYCORE COMPANY
544 Chestnut Street
Chattanooga, TN 37402
800-727-1907 / www.playandpark.com

Drawn By:
Kimber Scroggins
Date:
9/8/2021
Quote Number:
656-145909

Scale: 5/32" = 1'-0"
This drawing can be scaled only when in an 11" x 17" format

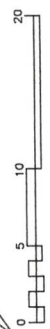
This play equipment is recommended for children ages:
2-5 & 5-12
Minimum Area Required:
75'-4" X 33'-0"

Jackson Inclusive Area
301 Third St.
Rosenberg, TX 77471
McKenna Contracting



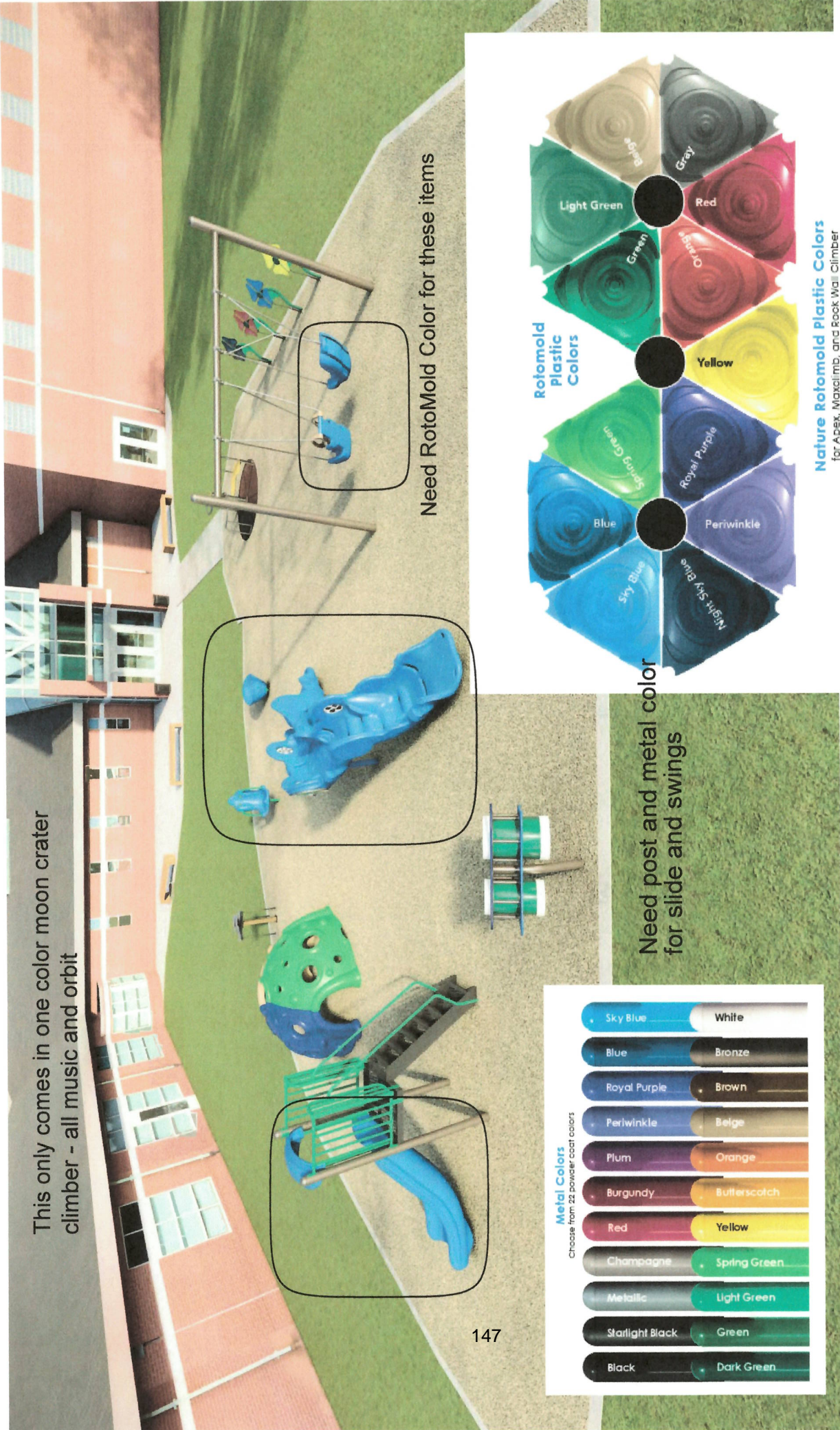
SWINGS, SPINNING SEAT, SWIZZLER, INCLUSIVE ORBIT, AND VELOCITY SLIDE CANNOT BE SURFACE MOUNTED

TOTAL OVERALL AREA
REQUIRED 2260 SQ FT.
187 LINEAR FT.
MINIMUM SURFACE AREA
REQUIRED 2411 SQ FT.



Top View drawings and measurements are for overall site and structure appearance purposes. Top view should not be conceived as a construction detail; therefore, all measurements and slope requirements should be field verified prior to construction. IMPORTANT: Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.

This only comes in one color moon crater climber - all music and orbit



Need RotoMold Color for these items

Need post and metal color for slide and swings

Metal Colors
Choose from 22 powder coat colors

Sky Blue	White
Blue	Bronze
Royal Purple	Brown
Periwinkle	Beige
Plum	Orange
Burgundy	Butterscotch
Red	Yellow
Champagne	Spring Green
Metallik	Light Green
Starlight Black	Green
Black	Dark Green



Nature RotoMold Plastic Colors
for Apex, Maxalimb, and Rock Wall Climber

JACKSON INCLUSIVE AREA
ROSENBERG, TEXAS

McKenna
CONSTRUCTORS
Playgrounds Houston

play&park structures
A PLAYCORE COMPANY

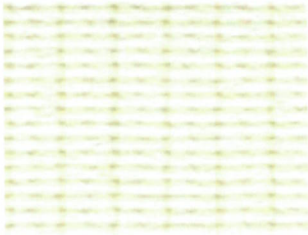
544 CHESTNUT ST.
CHATTANOOGA, TN 37402
800.727.1907
PLAYANDPARK.COM

PLEASE NOTE: RENDERINGS ARE FOR VISUAL PURPOSES ONLY. ANY PRODUCTS AND/OR SITE DETAILS HEREIN MAYBE SUBJECT TO CHANGE WITHOUT NOTICE.

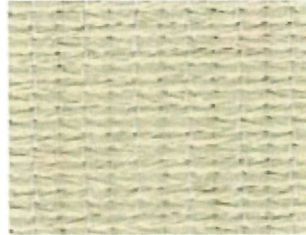
656-145909

Shade Colors

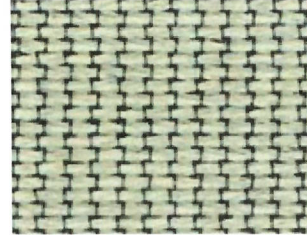
TRADITIONAL FABRIC • ALL COLORS PASS THE NFPA 701 AND ASTM E84 TESTS



Cream*



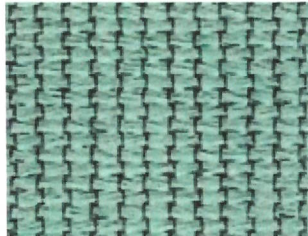
Beige*



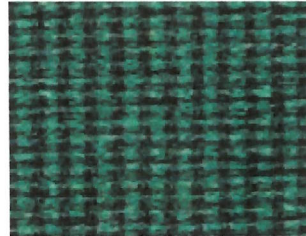
Latte



Rivergum Green*



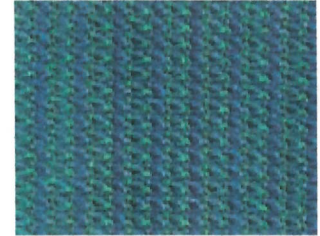
Mint Green



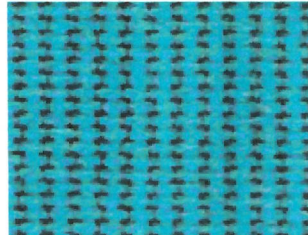
Forest Green



Brunswick Green*



Turquoise*



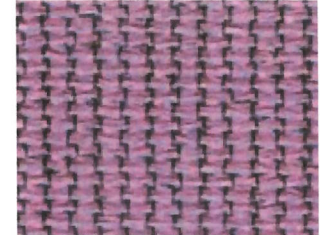
True Blue



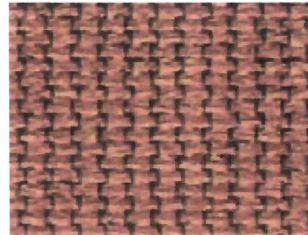
Sky Blue*



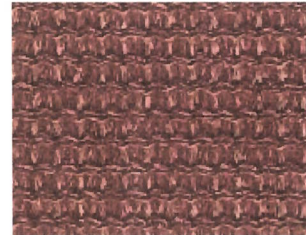
Navy Blue



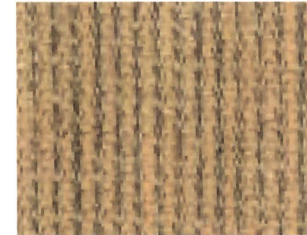
Purple



Sun Blaze



Cayenne*



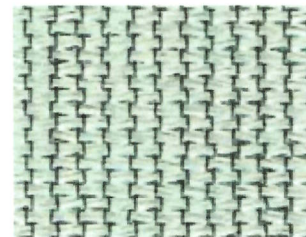
Cedar*



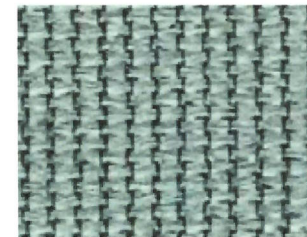
Brown



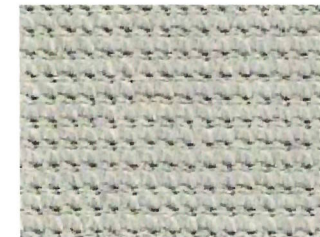
Yellow*



Pearl Onyx



Silver



Steel Gray*



Midnight

* Not California Fire Marshal certified

Powder Coat Colors



Yellow



Butterscotch



Orange



Red



Burgundy



Electric
Purple



Blue



Ocean
Blue



Deep
Periwinkle



Patina



Spring
Green



Green



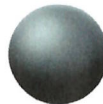
Deep
Green



Brown



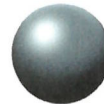
Black



Starry
Night



Iron Gray



Rubbed
Bronze



Feather
Gray

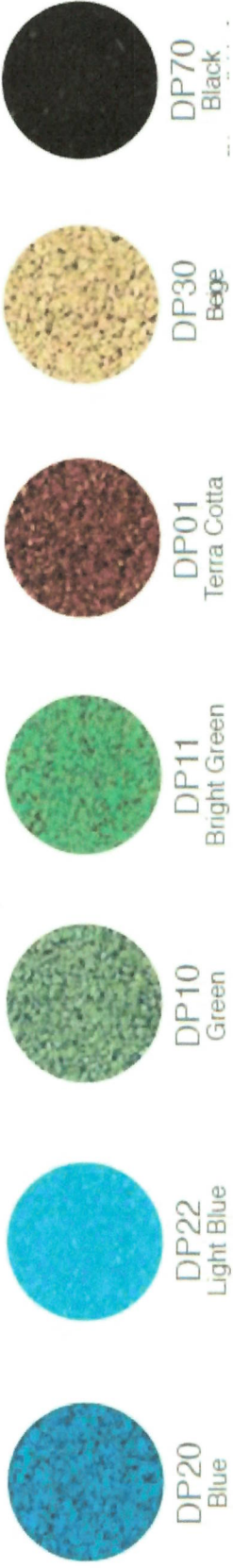


Iced
Coffee

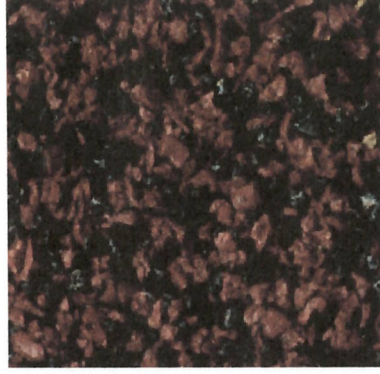
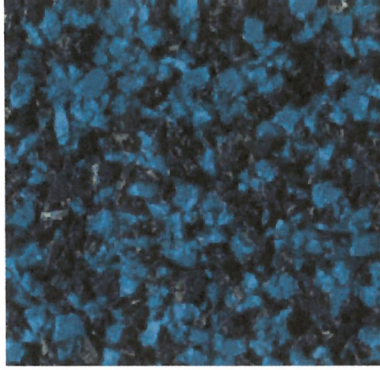
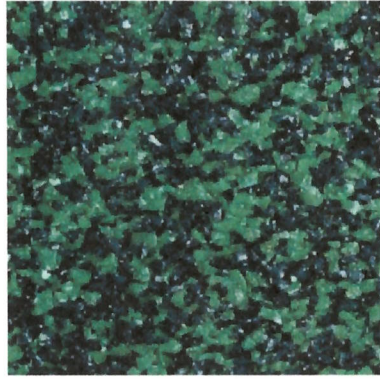
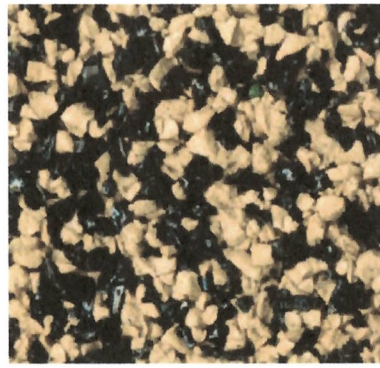


White

Standard-



These are the standard colors that are mixed with black for the best price in Poured in Place
 Few Examples of black and color mix



**CONSIDER APPROVAL OF SANITARY SEWER INVESTIGATION
FOR AUSTIN ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Phil's Plumbing Company for the sanitary sewer investigation for Austin Elementary School in the amount of \$11,250.

IMPACT/RATIONALE:

The sanitary sewer investigation is a professional service that the District must contract directly. These funds were allocated within the 2020 Bond Budget, LCISD Bid Reference: RFP 06-2017LN.

PROGRAM DESCRIPTION:

The sanitary sewer investigation will verify the condition of existing sanitary lines under the building to determine what repairs are needed. This investigation is crucial in the design and repairs of Austin Elementary School.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

Phil's Plumbing Co.
 9507 Church St.
 Needville, TX 77461
 979-793-4146
 philsplumbing@consolidated.net
 www.philsplumbing-tx.com



ADDRESS
 Lamar Consolidated
 Attn: Kevin McKeever
 3911 Ave I.
 Rosenberg, TX 77471

SHIP TO
 Lamar Consolidated-
 Kevin McKeever
 3911 Ave I.
 Rosenberg, TX 77471

Estimate 1190

DATE 09/13/2021

DATE	DESCRIPTION	AMOUNT
	<p>Estimated job cost to camera the following sewer lines at the following schools. Jobs consist of 1. Camera sewer lines, A. map out sewer lines , B. Mark breaks, bellies and other problems, C. Mark cleanout if available, D. If no cleanout mark area to install. 2. Camera storm drains and label on roof with spray paint. 3. Camera kitchen sewer and grease lines. In order to map out the sewer lines an inspection will be performed using a sewer camera. The location of any cleanouts found that can be used for testing purposes will be marked. If no cleanouts are located the exit points and locations where cleanouts can be installed will be marked. Any breaks, bellies or other problems will also be located using the sewer camera and will be marked. All areas will be clearly marked and a detailed diagram will be provided.</p>	
	<p>Job Cost - Stephen F. Austin Elementary School 1630 Pits Rd. Richmond, Tx 77406 1.5 days 10 Restrooms and Kitchen - sewer and grease lines 1 day</p>	11,250.00

TOTAL \$11,250.00

Accepted By

Accepted Date

DISCUSSION OF BOARD OPERATING PROCEDURES

IMPACT/RATIONALE:

In effective school systems, the Superintendent and the Board function as a “Team of Eight.” A structured approach to developing a vision for the district and setting goals is enhanced by first developing a system of standard operating procedures. The School Board is the corporate policy making body for the district, and the Superintendent and staff provide the leadership to cause Board policies to be implemented.

Resource person: Dr. Roosevelt Nivens, Superintendent

LCISD Board of Trustees:

**Board
Operating
Procedures**

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MEET THE LCISD SCHOOL BOARD



Joy Williams, President – District 4

Joy is a native Texan and a graduate from Texas A&M University, with a degree in Business Management and an International Business Certificate, with an emphasis in Spanish. She is married to David Williams and has a son that will be a freshman at George Ranch High School in the fall of 2019 and a daughter in the 6th grade at Logos Preparatory Academy.

Joy currently works part-time as the Spanish teacher and Assistant to the Head of School, at a school for students with learning challenges in Sugar Land, Texas.



Alex Hunt, Vice President – District 7

Alex Hunt is a family and children's attorney, former public school teacher and proud Katy-Fulshear resident.

Alex is a lifelong advocate for children. He is a co-founder and Chairman of the Board of Directors of the Foster Care Advocacy Center, a nonprofit advocating on behalf of children and families in the child welfare system. He is also a Child Welfare Law Specialist certified through the National Association of Counsel for Children. Alex is a member of the Rotary Club of Katy.

Alex earned his Bachelor of Arts from The University of Texas at Austin and his Doctor of Jurisprudence from the University of Houston. Alex and his wife, Amy, have three children, one of whom attends Lamar CISD schools, and two who can't wait to join her.



Joe Hubenak, Secretary – District 6

Joe Hubenak is a 1994 graduate of Lamar Consolidated High School. He has lived and worked in the Richmond-Rosenberg community his whole life. Joe has been employed with AT&T for 20 years and is currently an Area Manager.

His wife Kelly is a teacher in Lamar CISD and they have two children who attend Lamar CISD schools.

Joe attended Wharton County Junior College and Houston Community College and is also a small business owner. He is a member of the Fort Bend Farm Bureau, the Fort Bend Coastal Conservation Association and the Rosenberg Rotary Club.



Mandi Bronsell, Member – District 3

Mandi Bronsell is the Community Relations Manager for the Precinct One Fort Bend County Commissioner. She has lived in Fort Bend County for over 35 years and in Lamar Consolidated ISD for 25 years.

She earned her Bachelor's Degree in Business Administration from Sam Houston State University in 1997. She is an avid volunteer for many charitable organizations in Fort Bend County and serves on the Board of Directors for Behind the Badge Charities and the Rosenberg Railroad Museum. She has been married to her husband Chris, a Fort Bend County Sheriff's Deputy, for 23 years and has three children who attend Lamar CISD Schools. She and her family are members of River Pointe Church.



Kay Danziger, Member – District 2

Kay Danziger is a retired 1st-grade teacher. She taught for 32 years in Lamar CISD, at Bowie, Navarro and Austin elementary schools. Her three children grew up in Lamar CISD schools and graduated from Lamar Consolidated High School.

She has served on the Board of the Lamar Educational Awards Foundation (LEAF), served as President of Epsilon Omega Chapter of Delta Kappa Gamma Society International and as First Vice-President of Fort Bend County Retired Educators Association.



Zach Lambert, Member – District 1

Zach Lambert has been a Lamar CISD resident since 2015. Zach manages Mercy Goods in Richmond, an organization that hires and trains students in the community and teaches them to design and build furniture with the purpose of ensuring graduation, learning job skills and receiving mentorship.

His wife, April, is a teacher in Lamar CISD and they have three children who attend Lamar CISD schools.



Jon Welch, Member – District 5

Jon Welch was born in Houston, grew up in Sugar Land and attended Fort Bend ISD schools. He earned a Bachelor's degree in Communications in college. He works in marketing. He has lived in Lamar CISD with his family since 2008.

Jon credits his parents and several of his teachers with his passion for learning, his intellectual curiosity, and his interest in societal & cultural changes facing the nation today. On a more personal note, he enjoys books about history and biographies of memorable individuals. He also follows the Houston Astros & Houston Texans.



Dr. Roosevelt Nivens – Superintendent

Dr. Roosevelt Nivens joined Lamar CISD as the Superintendent of Schools in 2021. Prior to joining Lamar CISD, Dr. Nivens served as the Superintendent of Schools for Community ISD, a district encompassing four communities located in a fast-growth area in the Dallas-Fort Worth metroplex.

The son of two educators, his public education career is centered around advocating and supporting the very best educational opportunities for all students. He began his 24-year career as a teacher in Dallas ISD and has also served as an assistant principal, principal and Assistant Superintendent of Achievement and Organizational Management. Prior to his public education career, he earned his Bachelor of Science degree from Liberty University in Lynchburg, Virginia, and his Master of Education and Doctor of Education from Texas A&M-Commerce.

Dr. Nivens has also trained at the Harvard Executive Leadership Institute, the Harrison Williams Collins Executive Leadership Institute, and the Thompson Executive Leadership Institute. He was named the 2019 Region 10 Superintendent of the Year and the 2019 National Superintendent of the Year for NABSE.

He is married to Karla Nivens and they have two children, Naomi and Roosevelt III. Naomi is in college majoring in Entrepreneurship with a specialization in leadership. Roosevelt III is a high school student in Lamar CISD.

Lamar CISD Campuses

<p>Blue Track Lamar Consolidated High School Lamar Junior High Wessendorff Middle School Austin Elementary Hutchison Elementary Long Elementary Pink Elementary Smith Elementary Seguin ECC</p>	<p>Red Track Terry High School George Junior High Navarro Middle School Beasley Elementary Bowie Elementary Culver Elementary Ray Elementary Travis Elementary</p>	<p>Gold Track Foster High School Briscoe Junior High Wertheimer Middle School Adolphus Elementary Bentley Elementary Frost Elementary Jackson Elementary McNeill Elementary</p>
<p>Maroon Track George Ranch High School Reading Junior High Ryon Middle School Campbell Elementary Carter Elementary Dickinson Elementary Velasquez Elementary Williams Elementary</p>	<p>Purple Track Fulshear High School Leaman Junior High Roberts Middle School Hubenak Elementary Huggins Elementary Lindsey Elementary Morgan Elementary Tamarron Elementary</p>	<p>Silver Track Randle High School Wright Junior High Arredondo Elementary Meyer Elementary Thomas Elementary</p>

OVERVIEW: BOARD OPERATING PROCEDURES

These Board Operating Procedures are intended to guide and assist School Board Members in their role as a Trustee while conducting Board business. They are not intended to confer legal rights on any other person.

The Board Operating Procedures are not intended to take precedence over Board Policy. If there is a conflict or inconsistency between these Procedures and Board Policy, Board Policy will take precedence. At no time are these Procedures intended to override Local or Legal Policy or state or federal law.

The Board Operating Procedures will be reviewed annually by the Board and updated as needed as a part of Board training and orientation. The Board will revise the Board Procedures and Board Code of Conduct as needed.

LCISD Board Goals (per 2020 XG board self-assessment)

Goal 1: Conduct annual assessment of board and setting goal for improvement

Goal 2: Review student achievement regularly with Superintendent

Goal 3: Advocate at the local/state and fed levels on behalf of district and schools

Goal 4: Have written goals for the superintendent that focus on specific outcomes for student learning; communicate superintendent performance expectations to our community

Goal 5: Seek public input during budget process; provide guidelines for budget development, including a clearly defined expectation for a reasonable ending fund balance

DEVELOPING THE BOARD MEETING AGENDA

Placement of Items on the Agenda

In consultation with the Board President or Presiding officer, the Superintendent shall prepare the agenda for all Board meetings. Any Board member may request that a subject be included on the agenda for a meeting, and the Superintendent shall include on the preliminary agenda of the meeting all topics that have been timely submitted by a Board member.

Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President or Presiding officer to ensure that the agenda and the topics included meet with the Board President's or Presiding Officer's approval. In reviewing the preliminary agenda, the Board President or Presiding Officer shall ensure that any topics the Board or individual Board members have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. The Board President or Presiding Officer shall place an item on the agenda if the item is requested by two Board members. The Board President or Presiding Officer shall not

have authority to remove from the agenda a subject requested by a Board member without that Board member's specific authorization.

Finalization of the Agenda

1. The deadline for submitting items for inclusion on the preliminary agenda is on the sixth business day before a regular meeting and sixth business day before special meetings.
2. No item can be placed on the agenda less than 72 hours in advance of the meeting unless an emergency or urgent public necessity exists. The Board President or Presiding Officer will have final discretion and approval of such placement.
3. Any agenda item added to the agenda after the original posting shall be done so in accordance with state laws.

Timely Notification of Board Meetings

1. Board members shall be notified of a meeting
 - a. At least 72 hours prior to a regular or special meeting
 - b. At least 1 hour prior to an emergency meeting
 - c. Board members will be advised, through administrative reports, as the agenda summary and complex agenda items are being developed.

Items for a Closed Session

1. All personnel issues must be conducted in a closed session, unless specifically required by the Texas Open Meetings Act, or
2. Anything that violates the right to privacy according to the Texas Open Meetings Act or the Texas Open Records Act cannot be placed on the open agenda.
3. The Board may discuss any and all subjects, for any and all purposes permitted by Sections 551.071-551.084, in executive session.

Consent Agenda Action Items

1. The Superintendent, in collaboration with the Board President or Presiding Officer, may consolidate items on the agenda summary for possible group action, or any Board member may suggest group action on items to expedite the Board meeting.
2. A request by any trustee shall remove any item from the suggested consolidated action list.

CONDUCTING BOARD MEETINGS

Establishing a Quorum

1. Anytime four or more Board members are gathered to discuss school district business, it is considered a meeting.

Persons Addressing the Board

A person may address the Board by completing a form located inside the board room prior to the Audience to Patron portion of the regular or special board meeting.

1. Any patron may address the Board in Open Forum at any regular monthly Board meeting at a time specified by the Board President or Presiding Officer.
2. The Executive Assistant to the board shall attempt to verify residency of patrons wishing to address the board. The Executive Assistant shall recite the patron's name and when possible, if their residency is within or outside of the District's boundaries, prior to the patron addressing the board.
3. If the patron's request to address the Board specifically identifies an agenda item, the Board President or Presiding Officer shall ensure that the patron's comments are heard prior to action on the specific agenda item.
4. Patron comments may be on items listed on the agenda or other areas of school district operations.
5. Each patron will be limited to five minutes and in accordance with legal and local policy.
6. The Board will not entertain negative comments on individual personnel or individual officials in public session, including employees and Board members.

Response to Patrons Addressing the Board

1. Board members will listen attentively to comments.
2. The Board President or Presiding Officer may ask the Superintendent to clarify an item.
3. Board members will not respond to or enter into discussion with the audience during the meeting since:
 - a. Items on the agenda will be discussed as appropriate and scheduled on the agenda.
 - b. Items not on the agenda do not permit Board members to respond or discuss.

Non-allowable Comments by Board or Audience

1. The Board will not entertain comments on individual personnel or officials in public session, including employees and Board members.

Hearings

1. All level 3 and/or public hearings will be conducted according to existing Board policies.
2. The Board President or Presiding Officer shall preside over the hearing.

Board Meeting Procedures

1. The Board shall be guided by parliamentary procedures as detailed in Robert's Rules of Order (local modification), Revised, or spelled out in adopted Board Policies.
 - a. All discussion shall relate to the business currently under deliberation.
 - b. The Board President or Presiding Officer shall halt inappropriate discussion.

- c. The Board President or Presiding Officer shall recognize members prior to their comments or questions.
- d. Board members will raise their hand and be recognized by the Board President or Presiding Officer, prior to beginning any discussions or motions. The individual member will relinquish the floor back to the presiding officer once they have concluded.

Town Hall Meetings

- 1. Procedures for town hall meetings shall be determined on a case-by-case basis.
- 2. The Board President, Superintendent or designee shall lead town meeting discussions.

Discussion of motions

- 1. The Board President or Presiding Officer has the responsibility to keep the discussion to the motion at hand and shall halt discussion that does not apply to the business before the Board.
- 2. The Board President or Presiding Officer may make motions, second motions, and enter into debate.

Board member voting

- 1. The Board President or Presiding Officer shall vote on action items.
- 2. Except in a conflict of interest, as defined by law, Board members shall vote on all action items. An absentia vote (a vote to abstain) is considered a vote.
- 3. In the event of a tie vote, the motion is shall be tabled. If the item is tabled, the Board President or Presiding Officer shall bring the item back to the Board on a subsequent agenda.

EMPLOYEE OR CITIZEN COMPLAINT TO INDIVIDUAL BOARD MEMBER

How the Board will handle complaints:

- 1. When a person complains to a Board member regarding a school personnel or administrative issue, the Board member will:
 - a. Remind the employee or citizen that they must remain impartial in case the situation goes before the Board for a decision.
 - b. Refer the employee or citizen to the appropriate person in the chain of command. The complainant must go through the chain of command.
 - c. The Board member will advise the Superintendent of a substantive or significant complaint in a timely manner.

BOARD MEMBER VISIT TO SCHOOL CAMPUS

- 1. Board members are encouraged to attend any and all school events as their time permits and to show support of school activities.
- 2. Board members are not to go into teacher’s classrooms or onto campuses for the purpose of investigation or evaluation.

3. Board members shall communicate, via text, with the Superintendent prior to their visits, except when attending a scheduled school function, activity, or in acting in their role as a parent.
4. Board members must check in at the office when visiting campuses.
5. Board members must wear identification tags when visiting schools.

BOARD MEMBERS AS PARENTS

While Board members have no authority over staff members, it is often difficult for staff members to view the board member as a parent rather than as a board member. Board members are encouraged to:

1. Make it clear that they are acting as parents.
2. Not request nor accept extraordinary consideration for their children, other family members, and friends, with the exception of graduation.

COMMUNICATIONS

1. The President of the Board, or Vice President in the absence of the President, will meet with the Superintendent on a routine basis to discuss issues of the District.
2. Requests for information to the Superintendent from a Board member will be communicated to all Board members via the Superintendent's Weekly Update.
3. The Board will internally communicate through public hearings, Board meetings, conferences and conventions, school publications and written communications through the Superintendent's office.
4. Unless otherwise approved by the Board, individual Board members cannot speak in an official capacity or otherwise represent the views of the Board.
5. The Superintendent will communicate with all Board members via the weekly Board Update.
6. The Superintendent will communicate information in a timely fashion to all Board members.
7. The Board President or Presiding Officer shall report the training hours attained by each Board member at the April Board meeting.

INDIVIDUAL BOARD MEMBER REQUEST FOR INFORMATION OR REPORTS

1. Board members should request information and/or reports from the Superintendent through the Board President or Presiding Officer.
2. The Superintendent will gather information and/or report and disseminate to the Board in a timely manner.
3. Board members are encouraged to advise the Superintendent of questions or concerns on agenda items before the Board meeting.
4. The Superintendent may contact each board member prior to a meeting to clarify any questions he/she may have.

EVALUATION OF THE BOARD

1. There shall be a routine assessment of the status of the Board/Superintendent team as part of the mid-year formative review.
2. Evaluation will be conducted in closed session on a schedule determined by the Board. The evaluation will focus on, but not be limited to, the following questions:
 - a. Are we following the Board Ethics (BBF local)?
 - b. Are we following the Board Operating Procedures?
 - c. Is the Team of Eight functioning efficiently and effectively?
 - d. Are/were Board and District goals effective?

EVALUATION AND CONTRACT OF THE SUPERINTENDENT

1. The Superintendent's mid-year formative review should be conducted annually, before the end of September. (In the case of a newly hired Superintendent, this will apply to the 2nd year of employment.) The Board President or Presiding Officer should schedule the appropriate sessions to discuss the mid-year review.
2. The Superintendent's summative evaluation and contract should be conducted and voted on annually, during the January Regular Board Meeting. (In the case of a newly hired Superintendent, this will apply to the 2nd year of employment.)
3. The Superintendent shall discuss contract revisions in closed session and allow the Board to deliberate on requested revisions.
4. The Board President or Presiding Officer should obtain input from all other members on the approved evaluation indicators.
5. Evaluation of the Superintendent shall be conducted by consensus in closed session

PROCESS FOR SELECTING BOARD OFFICERS

1. Candidates for the President of the Board, Vice President, and Secretary must have at least one year of experience on the Board.
2. Officers should be nominated and elected each May.
 - a. The law requires the board to reorganize, by electing a president and secretary, at the first meeting after an election and qualification of trustees. This reorganization usually occurs at the first regular meeting after an election but may also occur at a special meeting provided the election results have been canvassed, and newly elected trustees have signed and filed the required Statement of Officer and have taken the oath of office.
 - b. While boards are required to reorganize after an election, the board may also organize at other times. (Atty.Gen.Op.MW-531, 1982)
3. During this process, or soon thereafter, the Board President shall reorganize all Board Internal Committee members and chairpersons.

ROLE AND AUTHORITY OF BOARD MEMBER AND/OR BOARD OFFICERS (AS SET BY STATE STATUTE)

1. No Board member or officer has authority outside the Board meeting.
2. No Board member can direct employees regarding the performance of their duties.
3. The Board president or Presiding Officer should attempt to first consult with the Vice President and Secretary, when consulting the Board for advice.

President:

1. Preside at all Board meetings.
2. Appoint committees.
3. Call special meetings.
4. Sign all legal documents required by law.

Vice President:

1. Act in the capacity of the President in the absence of the President.

Secretary:

2. Ensure that accurate records are kept.
3. In the absence of the President and Vice President, the Secretary shall serve as President Pro-tempore.

Office Vacancy:

1. If a vacancy occurs on the board, the remaining board members may fill the vacancy by appointment until the next trustee election, or may order a special election to fill the vacancy. If more than one year remains in the term of the position vacated, the vacancy shall be filled not later than the 180th day after the date the vacancy occurs. *Education Code 11.060*
2. The Vice President shall fill a vacancy in the Presidency and a new Vice President shall be elected.
3. A vacancy among officers of the Board other than the President shall be filled by a majority action by the Board.

ROLE OF BOARD IN CLOSED SESSION

1. Board can only discuss those items listed on the closed agenda and as limited by law, Texas Government Code Chapter 551.
2. Board must vote in public (open) session.
3. Information discussed during the closed session must remain confidential.

MEDIA INQUIRIES TO THE BOARD

1. The Board President or his/her designee shall be the official spokesperson for the Board to the media/press on issues of media attention.
 - a. All Board members who receive calls from the media should direct them to the Board's spokesperson.

- b. The Board member shall notify the Board President or Presiding Officer and the Superintendent of the call.
2. Any Board member may respond to general inquiries.

ANONYMOUS PHONE CALLS/LETTERS

1. The LCISD Board of Trustees encourages community input.
2. Anonymous communications will not receive the Board's attention, discussion or response and will not be referred to the administration for action.

REQUIRED BOARD MEMBER TRAINING

1. See LCISD policy BBD (LEGAL)

REIMBURSABLE EXPENSES

Board members shall be reimbursed for reasonable expenses for:

1. Carrying out the business of the Board at Board request;
2. Attending meetings and conventions as official representatives of the Board.
3. Mileage, commercial transportation, parking, lodging, meals and other incidental expenses.

Board members shall not be reimbursed for:

1. Expenses of family members who travel with Board Members.
2. Alcoholic beverages.

CAMPAIGNING FOR ELECTION OR RE-ELECTION

1. Board incumbents running for re-election shall not request or accept support from District employees during work time.
2. Board member shall not utilize District equipment or materials for campaign.

REVIEW OF BOARD OPERATING PROCEDURES

1. The Board Operating Procedures will be reviewed and updated as needed.
2. Efficacy of the Board Operating Procedures shall be part of the annual evaluation of the Board.

BOARD ETHICS per LCISD policy BBF (local)

As a member of the Board, I shall promote the best interests of the District as a whole and, to that end, shall adhere to the following ethical standards:

1. I will be fair, just and impartial in all my decisions and actions.
2. I will accord others the respect I wish for myself.
3. I will encourage expressions of different opinions and listen with an open mind to others' ideas.

4. I will be accountable to the public by representing District policies, programs, priorities, and progress accurately.
5. I will be responsive to the community by seeking its involvement in District affairs and by communicating its priorities and concerns.
6. I will work to ensure prudent and accountable use of District resources.
7. I will make no personal promise or take private action that may compromise my performance or my responsibilities.
8. I will tell the truth.
9. I will share my views while working for consensus.
10. I will respect the majority decision as the decision of the Board.
11. I will base my decisions on fact rather than supposition, opinion, or public favor.
12. I will refuse to surrender judgment to any individual or group at the expense of the District as a whole.
13. I will consistently uphold all applicable laws, rules, policies, and governance procedures.
14. I will not disclose information that is confidential by law or that will needlessly harm the District if disclosed.
15. I will focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking, and evaluation.
16. I will diligently prepare for and attend Board meetings.
17. I will avoid personal involvement in activities the Board has delegated to the Superintendent.
18. I will seek continuing education that will enhance my ability to fulfill my duties effectively.
19. I will be continuously guided by what is best for all students of the District.

In addition to LCISD policy BBF (local), before I communicate through any public media (i.e. social media, the local newspaper or television station, etc.), I will consider the impact that my actions may have on the other Trustees.

COMPLIANCE WITH BOARD OPERATING PROCEDURES

Individual Board Members are encouraged to express their concerns about a Board Member's compliance with Board Operating Procedures directly with that member, verbally, followed by any written communication. If needed, the following steps will be taken for further action:

1. If the issue isn't resolved after personal discussions between the individuals involved, then discussion with the Board President or Presiding Officer is appropriate. The Board President or Presiding Officer shall discuss the concern with the Board Member in question on behalf of the individual concerned, or the President or Presiding Officer shall moderate a discussion between those involved. If the concern involves the Board President or Presiding Officer, the Board Vice President shall serve this role.
2. If the issue still isn't resolved, the Board President or Presiding Officer shall place an item on the next meeting agenda for a Closed/Executive Session posted as

“Deliberation of Duties of a Public Officer.” Alternatively, any Board Member can notify the Board President or Presiding Officer and request the item be placed on the next meeting agenda, but the Board President or Presiding Officer will have final discretion. However, if two or more Board Members request the item be placed on an agenda, the item shall be placed on the agenda.

3. In Closed/Executive Session, the individuals with the concern shall state their concern and provide specific examples to support that concern and the Board shall discuss the concern. Among other options to resolve the matter in Closed/Executive Session, Board Members may encourage the Board Member to attend specific training related to the Board Operating Procedures.
4. If the Board Member in question does not believe his or her behavior is in conflict with Board Operating Procedures even in the Closed/Executive Session discussion, the matter will be addressed by majority vote of the Board in open session, with options including, but not limited to, the following (also reference in the VIOLATIONS and SANCTIONS section):
 - a. Require the Board Member to attend specific training related to the Board Operating Procedures.
 - b. Removal from any Board-appointed office.
 - c. Formally reprimanded in public meeting.

Discussions about compliance concerns should be intended to resolve the concern while avoiding any punitive actions. Discussions could include reminding the Board Member whose behavior is in question about the adopted Board Operating Procedures and how the questionable behavior does not comply with those procedures. The discussion could also identify more appropriate alternatives to the questionable behavior or refer the Board Member to policies or procedures that outline approved ways to deal with the issue that prompted the questionable behavior.

The Superintendent is encouraged, by these procedures, to report compliance concerns to the Board President or the Vice President; however, Board Members will not take concerns about fellow Board Members to the Superintendent.

VIOLATIONS AND SANCTIONS

1. Upon inclusion on the agenda and public posting in accordance with the law, the Board may convene in executive session to discuss a violation of the Code of Conduct and Standard Operating Procedures, or other board policies, so long as the deliberation is confined to the duties, discipline, or complaint against a board member.
2. The board member may request that the deliberation be conducted in open session.
3. As a consequence of these deliberations, the Board may elect to do nothing, may reconvene in open session and vote to:
 - a. Publicly reprimand the board member
 - b. Recommend additional training for the board member

- c. Authorize the Board President or Presiding Officer to remove the board member from leadership positions in the District. Leadership positions include board officer positions and membership on any district or campus level committee. The Board may utilize any or all of these sanctions as allowed by this section.
4. Nothing provided herein shall be construed to alter, modify, or limit in any way the rights of school district personnel and members of the public to file complaints against the board or board members under applicable board policies.

**DISCUSSION AND POSSIBLE ACTION ON THE CURRENT POLICY
FOR VISITORS ON LAMAR CISD PROPERTY**

This agenda item was requested by Jon Welch.

CONSIDER APPROVAL OF DISTRICT-WIDE IPAD REFRESH

RECOMMENDATION:

That the Board of Trustees approve the purchase of hardware, software, cases and services in the amount of \$4,267,444.50 from Apple, Inc. for the district-wide iPad refresh project.

IMPACT/RATIONALE:

The District has approximately 8,100 aging, end-of-life devices which no longer meet District requirements and will no longer be supported by Apple. In addition, new devices require different protective cases than the models being replaced. Apple will provide this hardware, software, cases and services for \$3,879,495 plus a 10% contingency of \$387,949.50 for a total of \$4,267,444.50.

PROGRAM DESCRIPTION:

Apple offers these items and services through a DIR contract. This project will be funded from 2020 Bond funds dedicated to iPad refresh.

Submitted by: Chris Juntti, Chief Operations Officer
David Jacobson, Executive Director of Technology
Robin Stone-Loftin, Director of Technology Support Services

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

Apple Inc. Education Price Quote

Customer:	David Jacobson LAMAR CONSOLIDATED ISD TX DIR- ADMIN BLDG-ACCTG email: djacobson@lcisd.org	Apple Inc:	Wade Hoelting 5505 W Parmer Lane Bldg 7 Austin, TX 78727 Phone: +1-512-6746817 email: whoelting@apple.com
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Apple Quote: 2210514618

Quote Date: Thursday, September 16, 2021

Quote Valid Until: Saturday, October 16, 2021

Quote Comments:

Please reference Apple Quote number on your Purchase Order.

DIR-TSO-3789

Row #	Details & Comments	Qty	Unit List Price	Extended List Price
1	Personalized 10.2-inch iPad Wi-Fi 256GB - Space Gray (10-pack) Part Number: PK433LL/A Engraving: Property of Lamar CISD	8,100	\$444.00	\$3,596,400.00
2	STM Dux Plus Duo for 10.2-inch iPad (7th and 8th generation) with built-in holder for Apple Pencil - Black - Special 10-pack pricing Part Number: BPG22LL/A STM Dux Plus Duo for 10.2-inch iPad (7th and 8th generation) with built-in holder for Apple Pencil - Black Part Number: HNU02ZM/A Quantity: 8,100	810	\$349.50	\$283,095.00

Edu List Price Total \$3,879,495.00

- Additional Tax \$0.00

- Estimated Tax \$0.00

Extended Total Price* \$3,879,495.00

*In most cases Extended Total Price does not include Sales Tax

*If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2210514618. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
 - For registration assistance, call 1.800.800.2775
- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to institutionorders@apple.com. **Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.**
 - For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

- A. ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE, CONTACT contracts@apple.com.
- B. ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- C. YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
 - APPLE INC. AS THE VENDOR
 - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
 - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
 - PURCHASE ORDER NUMBER
 - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
 - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
 - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
 - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL Saturday, October 16, 2021 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
 - APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- E. THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- F. UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

Opportunity ID: 18000005743791

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Document rev 10.6.1

Date of last revision – June 20th, 2016

CONSIDER APPROVAL OF NETWORK FIBER CONNECTIONS

RECOMMENDATION:

That the Board of Trustees approve PS Lightwave to provide materials and services for Network Fiber Connections in the amount of \$355,955.49.

IMPACT/RATIONALE:

To strengthen the District's network, funding for a second, divergent network connection between the Rosenberg and Fulshear data centers was included in the 2020 Bond. This would allow faster connections between the two data centers, increase overall network speed, and greatly reduce the likelihood of widespread campus outages. During the creation of this path, six schools' existing fiber runs will be diverted from Rosenberg to the Fulshear data center. Austin Elementary, Frost Elementary, Adolphus Elementary, Foster High, Briscoe Junior High, and Wertheimer Middle schools are all physically north of the Brazos River. Currently, these campus' fiber paths cross the Brazos River which puts their network connections at greater risk for damage and network outages. Moving these connections to the Fulshear data center would negate this physical vulnerability. PS Lightwave will provide these materials and services for \$ \$323,595.90 plus a 10% contingency of \$32,359.59 for a total of \$355,955.49. The quote also shows monthly recurring service costs of \$965 which will be paid for through local funds.

PROGRAM DESCRIPTION:

PS Lightwave offers these materials and services through a Choice Partners cooperative purchasing contract. This project will be funded from 2020 Bond funds dedicated to network upgrades.

Submitted by: Chris Juntti, Chief Operations Officer
David Jacobson, Executive Director of Technology
David Banks, Director of Network Services

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

5959 Corporate Dr. - Suite 3300
Houston, TX 77036
Phone: 832-615-8000 Fax: 713.510.1650

Quote Prepared: 09/16/2021
Quote Expires: 11/01/2021

To: David Banks
david.banks1@lcisd.org
LAMAR CISD
930 N Stadium Drive
ROSENBERG, TX 77471

Lead Time: 120 days

Sales Executive	Quote ID	Quote Description
David Caddle 832-615-7721 dcaddle@pslightwave.com	QT-15841/1	LCISD - 2 SMF from 930 East Stadium to 29826 FM1093 diverse from current

QTY	TERM	ITEM DESCRIPTION	ALOC/ZLOC	NON-RECURRING COST*	MONTHLY RECURRING COST*
1.00	One Time Charge	Dark Fiber Lease Install	29826 FM 1093 930 North Stadium Dr	\$287,237.94	\$0.00
1.00	5 Years	Dark Fiber Maintenance	28836 FM 1093 930 North Stadium Dr	\$0.00	\$965.00
1.00	One Time Charge	Relocation of 6 sites below from the NOC to the Fulshear Data Center	930 North Stadium Dr 28836 FM 1093	\$36,357.97	\$0.00
				TOTAL NRC	\$323,595.90
				TOTAL MRC	\$965.00

*Pricing is subject to applicable taxes & fees.

Special Instructions:

PS Lightwave's proposal includes two strands of Single-Mode Fiber (SMF) from the LCISD NOC, 930 E Stadium to the LCISD Fulshear Data Center located at 29826 FM 1093. These two additional strands of SMF shall have physical route diversity with no single point of failure from the current fibers PS Lightwave provides to LCISD under contract PLW-17377. Non-Recurring Charge: \$287,237.94

Monthly Dark Fiber Maintenance price escalation per year

Year 2 - \$1,013.25

Year 3 - \$1,063.91

Year 4 - \$1,117.11

Year 5 - \$1,172.96

Redirect the following 6 sites and listed fibers from the Current Z LOC - LCISD NOC to New Z LOC - Fulshear Data Center to provide connectivity to both the LCISD NOC and Ffulshear Data Center

24x7x365 Customer Support: 832-615-8000 | support@pslightwave.com

GREAT CONNECTIONS HAPPEN HERE™

Fiber Solutions for: Internet ■ Ethernet ■ VoIP ■ Private Networks ■ Dark Fiber

THANK YOU FOR YOUR BUSINESS!

Confidential & Proprietary - Not For General Distribution



5959 Corporate Dr. - Suite 3300
Houston, TX 77036
Phone: 832-615-8000 Fax: 713.510.1650

A LOC 1 - 2 fibers from Frost Elementary, 3306 Skinner Ln Richmond 77406

A LOC 2 - 2 fibers from Adolphus Elementary - 7910 Winston Ranch Parkway, Richmond, 77406

A LOC 3 - 2 fibers from Austin Elementary - 1630 Pitts Rd, Richmond, Texas 77406

A LOC 4 - 4 fibers from Foster HS - 4400 FM 723, Richmond 77406

A LOC 5 - 4 fibers from Briscoe JH - 4300 FM 723, Richmond, 77406

A LOC 6 - 4 fibers from Wertheimer - 4240 FM 723 Richmond, 77406

Current Z LOC - LCISD NOC - 930 East Stadium

New Z LOC - Fulshear Data Center - 29826 FM1093

redirect the fibers in a maintenance window

The one-time Non-Recurring Cost for the 6 sites to be relocated to the Fulshear Data Center s \$36,357.97.

Both the diverse pair of fiber for the LCISD NOC to the Fulshear Data Center and 6 sites relocation are required to purchase together. For a total one-time Non-Recurring cost of \$323,595.90

*Signature:

X _____

*Print Name:

*Title:

*Date:

By signing above, I represent that I have the authority to accept this Quote on behalf of the above referenced Company. Please review, Service Level Agreement and Acceptable Use policy at www.pslightwave.com. This Quote (including pricing) shall remain in effect until the printed expiration date, the parties enter into a fully executed binding contract or PS Lightwave withdraws the quote, whichever occurs first.

CONSIDER APPROVAL OF WIRELESS HEAT MAP SURVEYS

RECOMMENDATION:

That the Board of Trustees approve the purchase of wireless heat map surveying services in the amount of \$177,408 from RockIT.

IMPACT/RATIONALE:

Wireless upgrades are planned for all campuses and facilities in the 2020 bond. To ensure proper wireless coverage at each elementary school and non-campus facilities, heat map surveys need to be done to determine proper placement of wireless access points for optimal coverage. Not only does this prepare the district for daily instruction and business but also for mandatory online testing. RockIT will provide these services for \$161,280.00 plus a 10% contingency of \$16,128.00 for a total of \$177,408.00.

PROGRAM DESCRIPTION:

RockIT offers these services through a TIPS cooperative purchasing contract. This project will be paid out of 2020 Bond funds dedicated to network upgrades.

Submitted by: Chris Juntti, Chief Operations Officer
David Jacobson, Executive Director of Technology
David Banks, Director of Network Services

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



We have prepared a quote for you

**Wireless Heatmap Survey - Elementary Schools &
Special Locations**

Quote # 001603


Version 1

Prepared for:

Lamar Consolidated ISD

David Banks

david.banks@lcsid.org

 CO-OP Info

TIPS - 200105 Technology Solutions Products and Services

Professional Services

Description	Price	Qty	Ext. Price
Professional Services Wireless Survey - Heatmap - Elementary Schools - Includes Deliverables 14 Different Building layouts. Tamarron building layout survey already complete.	\$4,320.00	13	\$56,160.00
Professional Services Wireless Survey - Predictive - Elementary Schools Using the HEATMAP from identical school builds - Includes Deliverables	\$2,400.00	15	\$36,000.00
Professional Services Wireless Survey - Heatmap - Special Locations - Includes Deliverables	\$4,320.00	16	\$69,120.00

Special Locations include:

- Powell Point
- Seguin
- SL_AG01
- SL_AG02
- SL_ANNEX
- SL_BRAZOS CROSSING
- SL_JDC
- SL_JJAEP
- SL_MAIN-OP - wireless
- SL_NOC
- SL_RosTran
- SL_SNC
- SL_SuppServ - wireless
- SL_TRAYLOR_STADIUM
- SL_1621
- SL_ALC

Subtotal: **\$161,280.00**

Wireless Heatmap Survey - Elementary Schools & Special Locations

Prepared by:

RockIT Consulting LLC.



Nicky Stavinoha
832-723-9732
nstavinoha@rockit-consulting.com

Prepared for:

Lamar Consolidated ISD

3911 Avenue I
Rosenberg, TX 77471
David Banks
(832) 600-3505
david.banks@lcisd.org

Quote Information:

Quote #: 001603

Version: 1
Delivery Date: 10/04/2021
Expiration Date: 10/31/2021

Quote Summary

Description	Amount
Professional Services	\$161,280.00

Total: \$161,280.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

RockIT Consulting LLC.

Signature: 
Name: Nicky Stavinoha
Title: Senior Sales / Account Manager
Date: 10/04/2021

Lamar Consolidated ISD

Signature: _____
Name: _____
Date: _____

CONSIDER APPROVAL OF TRANSPORTATION WIRELESS UPGRADES

RECOMMENDATION:

That the Board of Trustees approve the purchase of network hardware and services in the amount of \$356,774.88 from RockIT.

IMPACT/RATIONALE:

As part of the 2020 bond, Transportation is upgrading the camera system in all buses. This new system requires wireless connectivity to download video and make it available to campuses in a very timely manner. The Technology portion of the 2020 bond has funding for the wireless infrastructure to support this.

The project includes for both the Rosenberg and Fulshear Transportation Centers: 20 wireless access points, four network switches, fiber cabling, and power. All equipment will be special models “ruggedized” for this type of deployment. RockIT will provide these services for \$324,340.80 plus a 10% contingency of \$32,434.08 for a total of \$356,774.88.

PROGRAM DESCRIPTION:

RockIT offers these services through a TIPS cooperative purchasing contract. This project will be paid out of 2020 Bond funds dedicated to network upgrades.

Submitted by: Chris Juntti, Chief Operations Officer
David Jacobson, Executive Director of Technology
David Banks, Director of Network Services

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



We have prepared a quote for you

Bus Barn Wifi

Quote # 001627
Version 1

Prepared for:

Lamar Consolidated ISD




David Banks
david.banks@lcsisd.org

▶ TIPS Contract





Quote to be used as an estimate. Quote does not include any electrical installations. LCISD will provide marked utilities prior to boring and installation.

TIPS - 200105 Technology Solutions Products and Services

Rosenberg

Description	Price	Qty	Ext. Price
Network Switch			
IE-3300-8U2X-A Catalyst IE3300 w/ 8 GE Copper (4PPoE) & 2 10G SFP, Mod, NA	\$6,988.57	4	\$27,954.28
CON-SSSNT-IEA32008 SOLN SUPP 8X5XNBD Catalyst IE3300 w/ 8 GE Copper (4PPoE)	\$5,125.04	4	\$20,500.16
IE3300-DNA-A-5Y IE 3300 DNA Advantage 5 Year Term license	\$1,258.00	4	\$5,032.00
PWR-IE480W-PCAC-L 480W AC Power Supply (Lite)	\$1,509.00	4	\$6,036.00
SFP-10G-LR Cisco 10GBase-LR SFP+ Transceiver - For Data Networking, Optical Network - 1 x LC Duplex 10GBase-LR Network10 	\$86.25	8	\$690.00
Wireless Access Point			
MR86-HW Meraki MR86 Wi-Fi 6 Outdoor AP	\$1,191.23	18	\$21,442.14
LIC-ENT-5YR Meraki MR Enterprise License, 5YR	\$217.71	18	\$3,918.78
MA-ANT-20 Meraki Dual-band Omni Antennas	\$96.76	36	\$3,483.36
Hardware Enclosure and Accessories			
STK-RACK-DINRAIL= 19" DINRAIL kit to replace STK-RACKMNT-2955=	\$82.82	4	\$331.28
OCA-P181610 CABINET OUTDOORSWITCH ENCLOSURE ASSEMBLY POLY-CARBONATE 18X16X10	\$747.26	4	\$2,989.04
OCA-PMK-26 Transition Networks Mounting Bracket for Switch Box 	\$150.50	4	\$602.00
UTP28X1RD Panduit Cat.6a UTP Patch Network Cable - 1 ft Category 6a Network Cable for Network Device - First End: 1 x RJ-45 Male Network - Second End: 1 x RJ-45 Male Network - Patch Cable - 28 AWG - Clear, Red - 1 	\$11.06	72	\$796.32

Rosenberg




Description	Price	Qty	Ext. Price
 <p>SMFIBLCLC1 StarTech.com 1m Fiber Optic Cable - Single-Mode Duplex 9/125 - LSZH - LC/LC - OS1 - LC to LC Fiber Patch Cable - Connect fiber network devices for high-speed transfers with LSZH rated cable - 1m LC Fiber Optic Cable - 1 m LC to LC Fiber Patch Cable - 1 me</p>	\$18.92	12	\$227.04
 <p>CDPP8RG IndustrialNet DIN Rail Mount Patch Panel - 8 Port(s) - 8 x RJ-45 - Rock Gray - DIN Rail Mountable</p>	\$102.81	4	\$411.24
 <p>CJ6X88TGBL Panduit Network Connector - 1 Pack - 1 x RJ-45 Female - Black</p>	\$16.82	32	\$538.24
 <p>BAS34U24V CyberPower Specialty UPS Systems - \$500000 CEG, 3YR Warranty</p>	\$316.42	4	\$1,265.68
Directional Boring			
<p>Professional Services</p> <p>555 Feet of directional boring includes safe pathway identification, cutout and back fill of concrete and 2 inch conduit installation with stub.</p>	\$16,350.87	1	\$16,350.87
Network Cabling			
<p>Professional Services</p> <p>Cabling Installation</p> <ul style="list-style-type: none"> • Includes 18 Cat6A drops and installation of WAP • TeraSPEED® Indoor/Outdoor Low Smoke Zero Halogen Riser Distribution Cable, 6 fiber single-unit • 6 Strand Single Mode LC to LC Fiber Pigtail • Corning Wall Mount Fiber Enclosure-Black • Corning 6-F Panel OS2 LC Duplex • CS44R ETL Verified Category 6A U/UTP Cable, non-plenum, blue jacket, 4 pair count, 1000 ft (305 m) length CommPak • Commscope Uniprise 1 Port Surface Mount Box • Conduit, Unistrut, Mounting Material, Etc. 	\$38,407.84	1	\$38,407.84
Hardware Installation and Configuration			

Rosenberg





Description	Price	Qty	Ext. Price
Professional Services Consultant II – Network Infrastructure - Installation & configuration Services of Equipment listed in quote.	\$125.00	58	\$7,250.00

Subtotal: \$158,226.27

Fulshear

Description	Price	Qty	Ext. Price
Network Switch			
IE-3300-8U2X-A Catalyst IE3300 w/ 8 GE Copper (4PPoE) & 2 10G SFP, Mod, NA	\$6,988.57	4	\$27,954.28
CON-SSSNT-IEA32008 SOLN SUPP 8X5XNBD Catalyst IE3300 w/ 8 GE Copper (4PPoE)	\$5,125.04	4	\$20,500.16
IE3300-DNA-A-5Y IE 3300 DNA Advantage 5 Year Term license	\$1,258.00	4	\$5,032.00
PWR-IE480W-PCAC-L 480W AC Power Supply (Lite)	\$1,509.00	4	\$6,036.00
SFP-10G-LR Cisco 10GBase-LR SFP+ Transceiver - For Data Networking, Optical Network - 1 x LC Duplex 10GBase-LR Network10	\$86.25	8	\$690.00
			
Wireless Access Point			
MR86-HW Meraki MR86 Wi-Fi 6 Outdoor AP	\$1,191.23	20	\$23,824.60
LIC-ENT-5YR Meraki MR Enterprise License, 5YR	\$217.71	20	\$4,354.20
MA-ANT-20 Meraki Dual-band Omni Antennas	\$96.76	40	\$3,870.40
Hardware Enclosure and Accessories			
STK-RACK-DINRAIL= 19" DINRAIL kit to replace STK-RACKMNT-2955=	\$82.82	4	\$331.28
OCA-P181610 CABINET OUTDOORSWITCH ENCLOSURE ASSEMBLY POLY-CARBONATE 18X16X10	\$747.26	4	\$2,989.04
OCA-PMK-26 Transition Networks Mounting Bracket for Switch Box	\$150.50	4	\$602.00
			
UTP28X1RD Panduit Cat.6a UTP Patch Network Cable - 1 ft Category 6a Network Cable for Network Device - First End: 1 x RJ-45 Male Network - Second End: 1 x RJ-45 Male Network - Patch Cable - 28 AWG - Clear, Red - 1	\$11.06	80	\$884.80
			

Fulshear

Description	Price	Qty	Ext. Price
 <p>SMFIBLCLC1 StarTech.com 1m Fiber Optic Cable - Single-Mode Duplex 9/125 - LSZH - LC/LC - OS1 - LC to LC Fiber Patch Cable - Connect fiber network devices for high-speed transfers with LSZH rated cable - 1m LC Fiber Optic Cable - 1 m LC to LC Fiber Patch Cable - 1 me</p>	\$18.92	12	\$227.04
 <p>CDPP8RG IndustrialNet DIN Rail Mount Patch Panel - 8 Port(s) - 8 x RJ-45 - Rock Gray - DIN Rail Mountable</p>	\$102.81	4	\$411.24
 <p>CJ6X88TGBL Panduit Network Connector - 1 Pack - 1 x RJ-45 Female - Black</p>	\$16.82	32	\$538.24
 <p>BAS34U24V CyberPower Specialty UPS Systems - \$500000 CEG, 3YR Warranty</p>	\$316.42	4	\$1,265.68
Directional Boring			
<p>Professional Services</p> <p>807 Feet of directional boring includes safe pathway identification, cutout and back fill of concrete and 2 inch conduit installation with stub.</p>	\$19,988.63	1	\$19,988.63
Network Cabling			
<p>Professional Services</p> <p>Cabling Installation</p> <ul style="list-style-type: none"> • Includes 20 Cat6a drops and installation of WAP • TeraSPEED® Indoor/Outdoor Low Smoke Zero Halogen Riser Distribution Cable, 6 fiber single-unit • 6 Strand Single Mode LC to LC Fiber Pigtail • Corning Wall Mount Fiber Enclosure-Black • Corning 6-F Panel OS2 LC Duplex • CS44R ETL Verified Category 6A U/UTP Cable, non-plenum, blue jacket, 4 pair count, 1000 ft (305 m) length CommPak • Commscope Uniprise 1 Port Surface Mount Box • Conduit, Unistrut, Mounting Material, Etc. 	\$39,364.94	1	\$39,364.94
Hardware Installation and Configuration			



Fulshear

Description	Price	Qty	Ext. Price
Professional Services Consultant II – Network Infrastructure - Installation & configuration Services of Equipment listed in quote.	\$125.00	58	\$7,250.00

Subtotal: **\$166,114.53**

Bus Barn Wifi

Prepared by:

RockIT Consulting LLC.

Nicky Stavinoha
832-723-9732
nstavinoha@rockit-consulting.com



Prepared for:

Lamar Consolidated ISD

3911 Avenue I
Rosenberg, TX 77471
David Banks
(832) 600-3505
david.banks@lcisd.org

Quote Information:

Quote #: 001627

Version: 1
Delivery Date: 30/08/2021
Expiration Date: 02/09/2021

Quote Summary

Description	Amount
Rosenberg	\$158,226.27
Fulshear	\$166,114.53
Total:	\$324,340.80

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

RockIT Consulting LLC.

Signature:



Name: Nicky Stavinoha

Title: Senior Sales / Account Manager

Date: 30/08/2021

Lamar Consolidated ISD

Signature:

Name: David Banks

Date:

EXECUTIVE SUMMARY

Bond Sale 1	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Carl Briscoe Bentley Elementary (#24)	22,010,055.00	22,004,459.00	5,596.00	21,330,252.28	22,010,055.00
Kathleen Joerger Lindsey Elementary (#25)	23,770,861.00	22,265,663.00	1,505,198.00	20,238,604.58	22,265,663.00
Don Carter Elementary School (#26)	24,959,404.00	24,872,095.27	87,308.73	23,003,835.18	24,959,404.00
FHS Baseball	40,000.00	29,250.00	10,750.00	29,250.00	29,250.00
FHS Water Plant	990,000.00	712,764.50	277,235.50	712,764.50	990,000.00
HVAC Web Controls	1,056,000.00	563,659.73	492,340.27	550,159.73	1,056,000.00
LCHS Band Hall	700,000.00	614,259.80	85,740.20	584,061.29	700,000.00
Pink Elementary- Foundation	1,056,000.00	1,046,744.57	9,255.43	1,040,409.39	1,046,744.57
Natatorium - Foster High School	8,659,999.00	8,653,859.19	6,139.81	8,642,092.09	8,659,999.00
Natatorium - Fulshear High School	8,832,167.00	8,694,984.00	137,183.00	8,570,125.36	8,832,167.00
Natatorium - George Ranch High School	9,086,569.00	9,001,276.00	85,293.00	8,954,954.13	9,086,569.00
Service Center/M&O	12,170,261.00	12,162,431.16	7,829.84	11,365,105.45	12,170,261.00
THS Band Hall	700,000.00	697,938.00	2,062.00	644,650.77	700,000.00
*THS Baseball	2,400,000.00	2,399,200.42	799.58	2,389,181.07	2,400,000.00
Sub Total - Bond Sale 1	116,431,316.00	113,718,584.64	2,712,731.36	108,055,445.82	114,906,112.57
Bond Sale 2					
Thomas R. Culver, III Elementary School	24,959,404.00	23,572,755.33	1,386,648.67	21,554,345.06	24,959,404.00
Tamarron Elementary School	26,207,374.00	25,082,837.00	1,124,537.00	22,732,166.89	26,207,374.00
James W. Roberts Middle School	23,442,493.00	22,841,866.48	600,626.52	21,158,362.21	23,442,493.00
Fulshear HS Shell	3,849,077.00	1,924,089.00	1,924,988.00	1,655,042.40	3,849,077.00
Ag Barn No. 03	3,786,750.00	317,030.00	3,469,720.00	195,997.50	3,786,750.00
Sub Total - Bond Sale 2	82,245,098.00	73,738,577.81	8,506,520.19	67,293,581.56	82,245,098.00
Grand Total	198,676,414.00	187,457,162.45	11,219,251.55	175,349,027.38	197,151,210.57

* Budget increased at the August 18, 2016 Board Meeting

Additional Projects	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Access Controls	800,000.00	604,933.00	195,067.00	599,570.01	800,000.00
Huggins Elementary School	700,000.00	656,442.48	43,557.52	648,178.55	654,162.00
Chiller Replacement	1,200,000.00	1,026,803.00	173,197.00	1,024,058.27	1,027,573.00
Site Lighting	1,600,000.00	1,363,015.00	236,985.00	1,358,980.59	1,600,000.00
Grand Total	4,300,000.00	3,651,193.48	648,806.52	3,630,787.42	4,081,735.00

PROGRAM OVERVIEW

Vanir | Rice & Gardner, A Joint Venture, is serving as the Program Manager for the 2014 Bond Program for Lamar CISD. In this role, we manage individual projects and coordinate with architects and contractors. We are the liaison between LCISD Administration, Departments, and Schools and coordinate all activities necessary to complete each project. We also provide program-wide oversight and look for efficiencies, cost reduction, and quality assurance opportunities.

AG BARN NO. 3



SCHEDULE MILESTONES:

- Current Phase: Design
- Construction Start: TBD

OVERVIEW:

- Design is underway.
- Design Development Presentation will be taken to the November Board Meeting.

COMPLETED PROJECTS

Foster High School Baseball Scoreboard	Completed March 2016
Bentley Elementary School	Completed December 2016
Huggins Elementary School New Parent Drive	Completed May 2017
Lindsey Elementary School	Completed October 2017
Pink Elementary School Repairs	Completed November 2017
Chiller Replacement at six schools	Completed November 2017
Maintenance and Operations Facility	Completed April 2018
Lamar CHS Band Hall Addition	Completed April 2018
Terry High School Band Hall Addition	Completed April 2018
Baseball Complex Renovations at Terry HS	Completed June 2018
Foster High School Natatorium	Completed August 2018
Fulshear High School Natatorium	Completed August 2018
George Ranch High School Natatorium	Completed August 2018
Carter Elementary School	Completed August 2018
Fulshear High School Shell Space	Completed August 2018
District-Wide Site Lighting	Completed February 2019
Service Center	Completed May 2019
District- Wide Access Controls	Completed June 2019
Culver Elementary School	Completed June 2019
Roberts Middle School	Completed June 2019
Tamarron Elementary School	Completed July 2020

Monthly Report October 2021

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

Project is complete.
Punchlist corrections are in progress.
Wright JHS dedication is scheduled for 10/9.



Transportation Fuel Tank Replacement

Final payment recommendation is scheduled for the November Board Meeting.



Jane Long Historic Gym Renovations

Project is complete.
Final payment recommendation is scheduled for the November Board Meeting.



ALC/1621 Additions and Renovations

VLK is the Architect of Record.

The new ALC portion of the building is open. The 1621 wing will be occupied by the end of October.

Flooring in ALC and 1621 wings will be installed during summer 2022.

The new entry wing (Phase 4) and Bond 2020 additions are on schedule to be complete in March 2022.



Lamar CHS & Lamar JHS Additions & Renovations

PBK is the Architect of Record.

High School and Junior High drop offs are complete.

North Athletics Site. Field house, MP Room, and synthetic turf are complete.

Traylor Stadium. Visitor locker room is complete except for the bus parking gate, which is scheduled for completion by October 15, 2021.



Terry HS & George JHS Additions & Renovations

VLK Architects is the Architect of Record.

Project is complete.

Punchlist corrections are in progress.

Final payment recommendation is scheduled for the November Board Meeting.



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

PBK is the Architect of Record.

Project is complete.

Punchlist corrections are in progress.

Final payment recommendation is scheduled for the November Board Meeting.



Fletcher Morgan, Jr. Elementary School

VLK is the Architect of Record.

Roof, MEP rough-in, tile, drywall, and flooring are in progress.



Maxine Phelan Elementary School

VLK is the Architect of Record.

Grade beams, planks, and steel erection are in progress.



2017 BOND REFERENDUM SUMMARY						
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE	
Roberts Middle School Orchestra Room	\$1,100,000.00	\$0.00	\$1,100,000.00	\$1,100,000.00	\$0.00	
Austin ES Re-Roof	\$1,900,000.00	(\$529,504.00)	\$1,370,496.00	\$897,273.00	\$473,223.00	
Seguin ECC Re-Roof	\$1,900,000.00	\$0.00	\$1,900,000.00	\$982,961.00	\$917,039.00	
Terry HS Serving Lines	\$680,000.00	\$0.00	\$680,000.00	\$656,123.95	\$23,876.05	
George JHS Serving Lines	\$620,000.00	\$0.00	\$620,000.00	\$528,728.39	\$91,271.61	
Classroom Intruder Locks	\$400,000.00	\$0.00	\$400,000.00	\$390,985.72	\$9,014.28	
High School LOTE Lab Renovations- <i>Lamar /Terry / Foster</i>	\$1,050,000.00	\$0.00	\$1,050,000.00	\$198,565.00	\$851,435.00	
ES Cooler/Freezer Replacement - <i>Austin / Bealsley / Huggins / Pink / Seguin / Taylor Ray / Travis / Williams</i>	\$1,400,000.00	\$0.00	\$1,400,000.00	\$1,230,756.00	\$169,244.00	
Summer 2019 Multi-Campus Improv. - <i>Campbell ES Carpet / Campbell ES VWC / Navarro MS Carpet / Navarro MS Intercom / Wessendorff MS Carpet / Wessendorff MS VWC / Williams ES Carpet / Williams Admin. Renov. / Williams ES Fire Sprinklers</i>	\$2,740,000.00	\$114,000.00	\$2,854,000.00	\$2,824,511.64	\$29,488.36	
HS Field Turf & Foster HS Track - <i>GR Turf / Fulshear Turf / Foster Turf / Terry Turf / Foster Track</i>	\$9,082,719.00	\$0.00	\$9,082,719.00	\$7,352,923.72	\$1,729,795.28	
Foster HS Athletic Improvements- <i>HS Baseball & Softball Improv. / HS Field House Locker Replacement</i>	\$867,281.00	\$0.00	\$867,281.00	\$829,768.00	\$37,513.00	
Dr. Thomas E. Randle High School- <i>High School / Turf / Multi-Purpose Room</i>	\$127,630,000.00	\$0.00	\$127,630,000.00	\$115,369,853.74	\$12,260,146.26	
Harry Wright Junior High School	\$62,000,000.00	\$0.00	\$62,000,000.00	\$55,458,088.07	\$6,541,911.93	
Lamar CHS & Lamar JHS Exterior Improvements - <i>Traylor Visitor Locker Room / Sub-Varsity Field / HS Multi-Purpose Room Add/ Turf/ Improved Drainage, Parking & Sidewalks / Revised JHS Drop Off / JHS HVAC Upgrades</i>	\$15,340,000.00	\$0.00	\$15,340,000.00	\$2,987,206.00	\$12,352,794.00	
Lamar CHS & Lamar JHS Additions & Renovations - <i>HS Admin Renov. / LGI Add / HS Expand Band Hall / JHS Choir Add / JHS Intercom Upgrade</i>	\$8,480,000.00	\$0.00	\$8,480,000.00	\$2,278,678.00	\$6,201,322.00	
Terry HS & George JHS Additions & Renovations- <i>JHS Renovated Locker Room / JHS Band Add / JHS Visitor Parking Add / JHS Forum Renov. / HS replace Wood Football Bleacher / HS Exterior Door & Window Replacement / HS Band & Chior Add / HS Resurface Parking / HS Multi-Purpose Room</i>	\$14,650,000.00	\$0.00	\$14,650,000.00	\$11,800,564.00	\$2,849,436.00	
Traylor Stadium Press Box Replacement	\$2,800,000.00	\$1,632,000.00	\$4,432,000.00	\$4,343,843.00	\$88,157.00	
New Alternative Learning Center	\$12,200,000.00	\$0.00	\$12,200,000.00	\$1,319,575.00	\$10,880,425.00	
Jane Long ES Historical Gym Renovations	\$3,200,000.00	\$0.00	\$3,200,000.00	\$3,086,859.00	\$113,141.00	
Jane Long Auditorium Seating	\$125,000.00	\$0.00	\$125,000.00	\$0.00	\$125,000.00	
Transportation - Replace Underground Fuel Tank	\$900,000.00	\$415,504.00	\$1,315,504.00	\$1,328,762.00	(\$13,258.00)	
HS Multi-Purpose Rooms & MS Orchestra Adds - <i>Foster MP / GR MP / Fushear MP / Navarro Orch / Wessendorff Orch / Ryon Orch / Wertheimer Orch / Foster HS Add Parking</i>	\$9,570,000.00	\$0.00	\$9,570,000.00	\$9,119,829.30	\$450,170.70	
Multi-Campus Carpet Replacement - <i>Foster HS / Briscoe JHS / Jackson ES / Pink ES / Long ES</i>	\$2,310,000.00	\$0.00	\$2,310,000.00	\$2,168,225.00	\$141,775.00	
Summer 2020 Multi-Campus ES Renovations - <i>Austin Office Renov. / Bowie Add 25 Parking Spaces / Bowie Replace Entry Canopy / Bowie Serving Line Renov. / Bowie Enlarge Cafeteria / Jackson Drainage Improv. / Jackson Serving Line Renov. / Smith Renov. Courtyard / Ray Improv Drainage in Parking Lot / Controls Upgrade</i>	\$3,370,000.00	\$0.00	\$3,370,000.00	\$3,160,892.00	\$209,108.00	
Brazos Crossing Renovations	\$1,800,000.00	\$0.00	\$1,800,000.00	\$1,729,920.00	\$70,080.00	
Morgan Elementary School	\$30,200,000.00	\$0.00	\$30,200,000.00	\$2,359,530.80	\$27,840,469.20	
Maxine Phelan Elementary School	\$32,600,000.00	\$0.00	\$32,600,000.00	\$24,964,757.20	\$7,635,242.80	
New Elementary School #31	\$35,200,000.00	\$0.00	\$35,200,000.00	\$0.00	\$35,200,000.00	
Land	\$20,000,000.00	\$0.00	\$20,000,000.00	\$0.00	\$20,000,000.00	
TOTAL	\$404,115,000.00	\$1,632,000.00	\$405,747,000.00	\$258,469,179.53	\$147,277,820.47	
TOTAL FACILITY & PLANNING BOND	\$404,115,000.00	funded by 2014 bond available funds				
REMAINING FACILITY & PLANNING BOND	\$147,277,820.47					

Denotes completed projects

2017 BOND TECHNOLOGY SUMMARY						
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE	
9016115	\$9,044,000.00	\$0.00	\$9,044,000.00	\$9,016,115.00	\$27,885.00	
PT0-Printer Refresh	\$1,440,000.00	\$0.00	\$1,440,000.00	\$1,347,360.00	\$92,640.00	
CCU-Campus Core Uplink	\$740,000.00	\$0.00	\$740,000.00	\$737,926.00	\$2,074.00	
ES0-Expanded Storage	\$400,000.00	\$0.00	\$400,000.00	\$400,000.00	\$0.00	
SC0-Security Cameras	\$250,000.00	\$0.00	\$250,000.00	\$250,000.00	\$0.00	
TEL-Telephones	\$890,000.00	\$0.00	\$890,000.00	\$747,672.00	\$142,328.00	
CRO-Computer Refresh	\$18,344,000.00	\$0.00	\$18,344,000.00	\$17,573,937.00	\$770,063.00	
LC0-Laptop Carts	\$450,000.00	\$0.00	\$450,000.00	\$0.00	\$450,000.00	
SCN-Eduphoria Scanners	\$122,000.00	\$0.00	\$122,000.00	\$121,450.00	\$550.00	
IA0-Interact	\$2,646,000.00	\$0.00	\$2,646,000.00	\$0.00	\$2,646,000.00	
TOTAL	\$34,326,000.00	\$0.00	\$34,326,000.00	\$30,194,460.00	\$4,131,540.00	
TOTAL TECHNOLOGY BOND	\$34,326,000.00					
REMAINING TECHNOLOGY BOND	\$4,131,540.00					
2017 BOND TRANSPORTATION SUMMARY						
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE	
New Bus Purchase	\$5,175,000.00	(\$7,300.00)	\$5,167,700.00	\$2,560,746.00	\$2,606,954.00	
Add Air to Buses	\$1,335,000.00	\$0.00	\$1,335,000.00	\$0.00	\$1,335,000.00	
Smart Tag	\$500,000.00	\$7,300.00	\$507,300.00	\$507,250.91	\$49.09	
TOTAL	\$7,010,000.00	\$0.00	\$7,010,000.00	\$3,067,996.91	\$3,942,003.09	
TOTAL TRANSPORTATION BOND	\$7,010,000.00					
REMAINING TRANSPORTATION BOND	\$3,942,003.09					

LAMAR CISD 2017 BOND PROGRAM - PROJECT LIST

PROJECTS	2018			2019			2020			2021			2022			2023			2024										
	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 Lockets	CONSTRUCTION						WARRANTY																						
High School Artificial Turf & Tracks				CD	CD	CD	CONST	CONST	CONST	WARRANTY																			
Foster HS Athletic Improvements				CD	CD	CD	CONST	CONST	CONST	WARRANTY																			
CES, WES, WMS, NMS Improv.				CD	CD	CD	CONST	CONST	CONST	WARRANTY																			
ES Cooler/Freezer Replacement				CD	CD	CD	CONST	CONST	CONST	WARRANTY																			
High School LOTE Lab Installation				CD	CD	CD	CONST	CONST	CONST	WARRANTY																			
Fuel Tank Replacement							CD	CD	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	WARRANTY																
Traylor Stadium Pressbox				DISSIGN	DISSIGN	DISSIGN	CD	CD	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	WARRANTY																
Austin, Bowie, D. Smith, T. Ray & Jackson Improv.							CD	CD	CONST	CONST	CONST	CONST	WARRANTY																
FHS, BHHS, JES, PES, LES Improv.							CD	CD	CONST	CONST	CONST	CONST	WARRANTY																
Jane Long Historical Gym Renovations				DISSIGN	DISSIGN	DISSIGN	CD	CD	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	WARRANTY																
ALC Additions & Renovations				DISSIGN	DISSIGN	DISSIGN	CD	CD	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	WARRANTY																
Morgan Elementary (#29)							CD	CD	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	WARRANTY																
Phelan Elementary (#30)										CD	CD	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	WARRANTY													
Terrell Elementary (#31)													CD	CD	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	WARRANTY										
Randle High School & Wright Junior High				DISSIGN	DISSIGN	DISSIGN	CD	CD	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	WARRANTY																
Lamar Complex Exterior Improvements							DISSIGN	DISSIGN	DISSIGN	CD	CD	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	WARRANTY													
Lamar HS & JHS Add & Renov.							DISSIGN	DISSIGN	DISSIGN	CD	CD	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	WARRANTY													
Terry HS & GJHS Add & Renov.							DISSIGN	DISSIGN	DISSIGN	CD	CD	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	WARRANTY													
HS Multi-Purpose MS Orchestra Additions							DISSIGN	DISSIGN	DISSIGN	CD	CD	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	WARRANTY													
Brazos Crossing Exterior										DISSIGN	DISSIGN	DISSIGN	CD	CD	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	CONSTRUCTION	WARRANTY										

Monthly Report October 2021

ALC – 1621 Additions

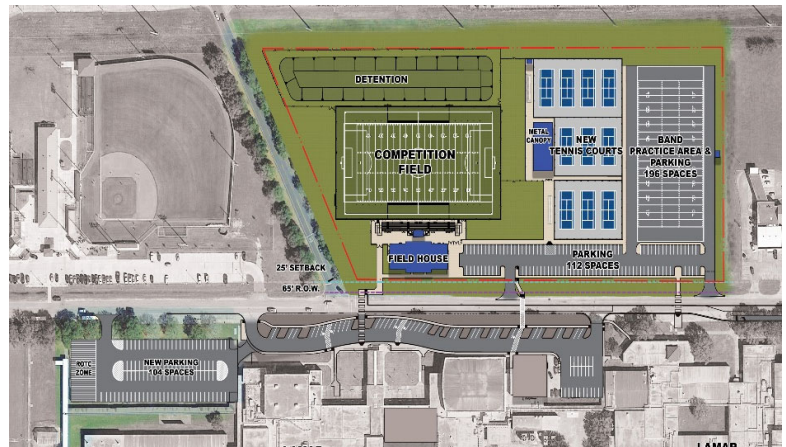
Construction is in progress.
Exterior face brick being laid.

Randle High School Build-out

Construction complete.
Drymalla addressing punch list items.

Lamar Consolidated High School Tennis Courts

Construction Documents are in process.



Elementary School 32 (Powerline Rd)

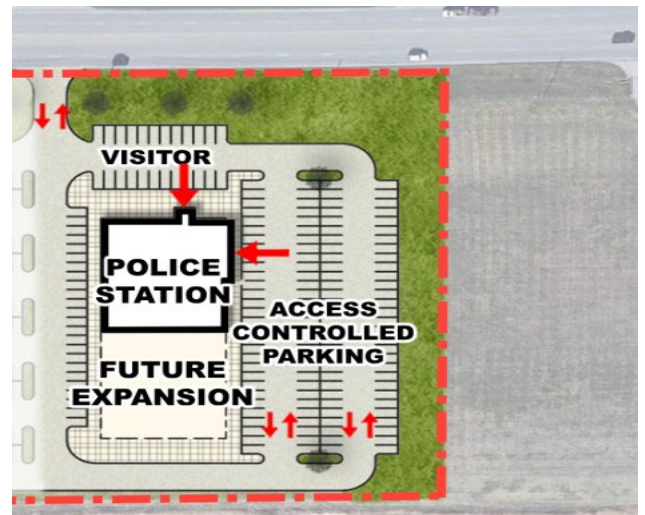
Design Development is scheduled for the November Board Meeting.

Elementary School 33

Architect recommendation is scheduled for the October Board Meeting.

Police Station

Schematic Design presentation is scheduled for October Board Meeting.



Huggins Elementary Additions & Renovations

Construction Documents are in process.

Vestibule Addition Project (Navarro, Meyer, Taylor Ray, Seguin)

Construction Documents are in process.

Bowie Elementary & Beasley Elementary Additions & Renovations

Construction Documents are in process.

Jackson Elementary School Additions & Renovations

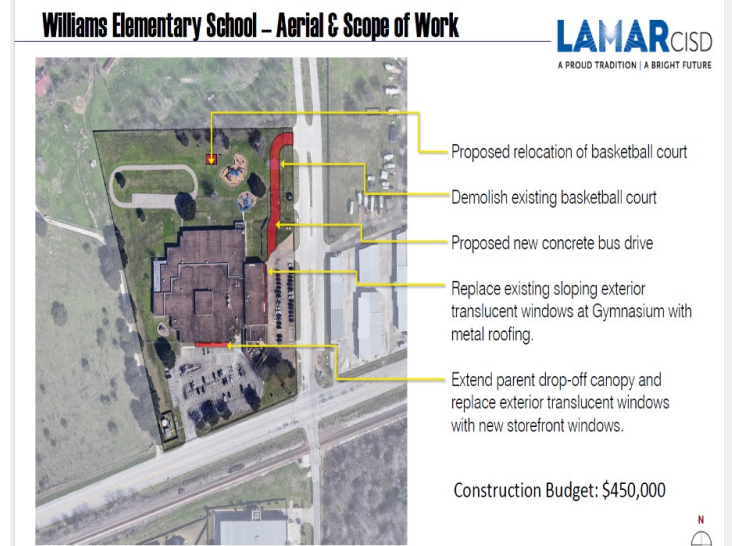
Construction Documents are in process.

Terry High School & George Junior High Renovations

Construction Manager at Risk recommendation is on the October Board Agenda.

Dickinson Elementary, Campbell Elementary and Williams Elementary Improvements

Design Development presentation is scheduled for the October Board Agenda.



High School & Junior High School Orchestra Additions

Construction Documents are in process.



Fulshear Transportation Video Recording

Material procurement is in process.

Jackson Special Needs Playground

Recommendation for approval of Cooperative Proposal is on the October Board Agenda.



BOND 2020 REFERENDUM SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
ALC/1621 Additions	\$2,000,000.00	\$0.00	\$2,000,000.00	\$1,833,650.97	\$166,349.03
Randle High School Shell Space Build-Out	\$3,029,430.00	\$0.00	\$3,029,430.00	\$1,906,532.00	\$1,122,898.00
LAMAR High School Tennis Courts	\$2,798,007.00	\$0.00	\$2,798,007.00	\$61,500.00	\$2,736,507.00
High School #7 (Design Only)	\$161,097,600.00	\$0.00	\$161,097,600.00	\$1,600,000.00	\$159,497,600.00
Junior High School # 7 (Design Only)	\$77,167,328.00	\$0.00	\$77,167,328.00	\$770,000.00	\$76,397,328.00
Elementary School #32	\$32,381,373.00	\$0.00	\$32,381,373.00	\$320,000.00	\$32,061,373.00
Elementary School #33	\$32,381,373.00	\$0.00	\$32,381,373.00	\$1,140,000.00	\$31,241,373.00
LAMAR HS & JHS (Re-Roof)	\$9,851,758.00	\$0.00	\$9,851,758.00	\$100,000.00	\$9,751,758.00
Pink ES, Long ES, Wessendorff MS (Re-Roof)	\$4,417,816.00	\$0.00	\$4,417,816.00	\$43,500.00	\$4,374,316.00
Dickinson ES and Campbell ES (Re- Roof)	\$4,266,198.00	\$0.00	\$4,266,198.00	\$45,000.00	\$4,221,198.00
Wessendorff MS Foundation	\$4,433,813.00	\$0.00	\$4,433,813.00	\$45,000.00	\$4,388,813.00
Fulshear Transportation Visual Recording	\$66,768.00	\$0.00	\$66,768.00	\$22,051.00	\$44,717.00
Police Station	\$5,511,240.00	\$0.00	\$5,511,240.00	\$339,000.00	\$5,172,240.00
Jackson ES Playground	\$104,325.00	\$0.00	\$104,325.00	\$1,000.00	\$103,325.00
IDF & MDF - A/C Retrofit	\$1,200,000.00	\$0.00	\$1,200,000.00	\$90,493.00	\$1,109,507.00
Huggins ES Additons and Renovations Replace sanitary sewer lines; upgrade LED lighting; sound system; Replace roof; replace exterior windows; access control near portables; New secure Vestibule addition	\$5,168,504.00	\$0.00	\$5,168,504.00	\$507,004.00	\$4,661,500.00
Austin ES Additions and Renovations New Security Vestibule; add curtain to stage; renovate student restrooms; repair walls and floors due to leveling; relace doors and hardware; video and repair sanitary sewer lines; video access control; replace sound system	\$3,718,075.00	\$0.00	\$3,718,075.00	\$366,337.00	\$3,351,738.00
Bowie ES and Beasley ES Additons and Renovations Bowie ES - Repair walls; replace extior windows; renovate restrooms' replace boiler, fan coil units, air handlers, and split system A/C's; replace intercome; upgrade LED lighting; new secure vestibule additon; install ADA playground ramp; replace exterior doors and windows Beasley ES - repair gym floor; replace ceiling in portable; install ADA playground ramp; replace stage curtain; replace case in teacher's lounge; upgrade circuit breakers and LED lighting; new secure vestibule additon	\$6,338,494.00	\$0.00	\$6,338,494.00	\$687,463.00	\$5,651,031.00
Navarro MS, Ray ES, Meyers ES & Seguin ECC Vestibules	\$7,512,128.00	\$0.00	\$7,512,128.00	\$766,561.00	\$6,745,567.00
Terry HS and George JHS Renovations (Phase One) Terry HS - Replace roof, metal roof; repair leaks in auditorium; new water lines and water fountains George JHS - Remove wall in Ag Shop; renovate choir; renovate all flooring; replace casework; replace exterior doors in athletic area; replace VCT in cafeteria with procelain tile; upgrade LED lighting; replace sanitary lines in kitchen and boy's locker room; replace roof; replace serving line doors	\$14,530,751.00	\$0.00	\$14,530,751.00	\$1,441,170.00	\$13,089,581.00
Jackson ES Additons and Renovations Repair strutural issues; upgrade LED lighting; upgrade elctrical panel; sound system/additonal cameras; replace roof; replace wall cladding; replace exterior windows; New secure vestibule additon	\$900,000.00	\$0.00	\$900,000.00	\$569,337.00	\$330,663.00
Dickinson ES, Campbell ES and Willimas ES Additions and Renovations Williams ES - Add parent drop -off canopy; add new concrete bus drive; replace exterior windows Dickinson ES - Repair concrete sidewalk and curb Campbell ES - Replace chalk boards with white boards; address foundation issues; install VFD on heating water pumps; replace heating water piping and heating water pumps	\$5,322,010.00	\$0.00	\$5,322,010.00	\$44,837.00	\$5,277,173.00
Orchestra Additions Foster HS; Brisco JHS; George Ranch HS; Reading JHS; Fulshear HS; Leaman JHS	\$8,445,375.00	\$0.00	\$8,445,375.00	\$853,525.00	\$7,591,850.00
TOTAL	\$392,642,366.00	203 \$0.00	\$392,642,366.00	\$13,553,960.97	\$378,922,056.00
TOTAL FACILITY & PLANNING BOND	\$392,642,366.00				
REMAINING FACILITY & PLANNING BOND	\$378,922,056.00				

BOND 2020 TECHNOLOGY SUMMARY					
ITEM NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
Districtwide Switch Upgrade	\$12,744,000.00	\$0.00	\$12,744,000.00	\$5,832,000.00	\$6,912,000.00
Security Camera System Expansion	\$12,177,000.00	\$0.00	\$12,177,000.00	\$1,920,000.00	\$10,257,000.00
Districtwide Wireless Upgrade	\$7,920,000.00	\$0.00	\$7,920,000.00	\$4,500,000.00	\$3,420,000.00
Interactive White Boards	\$3,492,000.00	\$0.00	\$3,492,000.00	\$3,492,000.00	\$0.00
District UPS Upgrades	\$1,958,400.00	\$0.00	\$1,958,400.00	\$918,000.00	\$1,040,400.00
MDF/IDF A/C Installation	\$1,200,000.00	\$0.00	\$1,200,000.00		\$1,200,000.00
Server/Storage System Expansion	\$1,080,000.00	\$0.00	\$1,080,000.00		\$1,080,000.00
End User Phone Refresh	\$1,008,000.00	\$0.00	\$1,008,000.00		\$1,008,000.00
Secondary Path Fiber Rosenberg/Fulshear	\$300,000.00	\$0.00	\$300,000.00		\$300,000.00
Student Laptops (Prop D)	\$7,227,000.00	\$0.00	\$7,227,000.00	\$145,200.00	\$7,081,800.00
Ipads (Prop D)	\$5,523,000.00	\$0.00	\$5,523,000.00		\$5,523,000.00
Staff Laptops (Prop D)	\$4,421,000.00	\$0.00	\$4,421,000.00	\$3,022,128.00	\$1,398,872.00
Desktop Computers (Prop D)	\$4,411,000.00	\$0.00	\$4,411,000.00	\$3,539,390.00	\$871,610.00
TOTAL	\$63,461,400.00	\$0.00	\$63,461,400.00	\$23,368,718.00	\$40,092,682.00
TOTAL TECHNOLOGY BOND (Prop A & D)	\$63,461,400.00				
REMAINING TECHNOLOGY BOND	\$40,092,682.00				
BOND 2020 TRANSPORTATION SUMMARY					
ITEM NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
New Buses	\$9,360,000.00	\$0.00	\$9,360,000.00	\$0.00	\$9,360,000.00
Rosenberg Building Additions & Renovations	\$6,936,222.00	\$0.00	\$6,936,222.00	\$0.00	\$6,936,222.00
Upgrade Bus Camera System	\$810,000.00	\$0.00	\$810,000.00	\$0.00	\$810,000.00
Fulshear add visual recording device & cameras	\$66,768.00	\$0.00	\$66,768.00	\$0.00	\$66,768.00
TOTAL	\$17,172,990.00	\$0.00	\$17,172,990.00	\$0.00	\$17,172,990.00
TOTAL TRANSPORTATION BOND	\$17,172,990.00				
REMAINING TRANSPORTATION BOND	\$17,172,990.00				
BOND 2020 SECURITY & SAFETY SUMMARY					
ITEM NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
Radio System & Radios	\$3,000,000.00	\$0.00	\$3,000,000.00	\$28,851.00	\$2,971,149.00
Districtwide Fence Improvements	\$400,000.00	\$0.00	\$400,000.00	\$0.00	\$400,000.00
TOTAL	\$3,400,000.00	\$0.00	\$3,400,000.00	\$28,851.00	\$3,371,149.00
TOTAL SECURITY & SAFETY BOND	\$3,400,000.00				
REMAINING SECURITY & SAFETY BOND	\$3,371,149.00				
BOND 2020 FF&E SUMMARY					
ITEM NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
Districtwide Furniture Refresh	\$5,500,000.00	\$0.00	\$5,500,000.00	\$0.00	\$5,500,000.00
TOTAL	\$5,500,000.00	\$0.00	\$5,500,000.00	\$0.00	\$5,500,000.00
TOTAL FF&E BOND	\$5,500,000.00				
REMAINING FF&E BOND	\$5,500,000.00				
BOND 2020 LAND SUMMARY					
ITEM NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
Land Aquisition	\$20,000,000.00	\$0.00	\$20,000,000.00	\$28,400.00	\$19,971,600.00
TOTAL	\$20,000,000.00	\$0.00	\$20,000,000.00	\$28,400.00	\$19,971,600.00
TOTAL LAND BOND	\$20,000,000.00				
REMAINING LAND BOND	\$19,971,600.00				

LAMAR CISD BOND 2020 PROGRAM - PROJECT LIST-(1st SALE)

PROJECTS	2021					2022					2023					2024					2025					2026																					
	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV
ALC/1621 Additions	CONSTRUCTION					WARRANTY																																									
Randle HS Shell Space	CONSTRUCTION					WARRANTY																																									
Lamar CHS Tennis Courts						CD P CONSTRUCTION					WARRANTY																																				
Jackson ES Playground						D CONSTRUCTION					WARRANTY																																				
Transportion Desk Camera						D CONSTRUCTION					WARRANTY																																				
Wessendorff MS Foundation						CD P CONSTRUCTION					WARRANTY																																				
New Police Station						D CD P CONSTRUCTION					WARRANTY																																				
GRHS,RJHS, FHS, LHHS, FHS, BJHS Orchestra Additions						D CD P CONSTRUCTION					WARRANTY																																				
Lamar CHS & Lamar JHS Re-roof											D CD P CONSTRUCTION					WARRANTY																															
Pink ES, Long ES, Wessendorff MS Roofing Project											D CD P CONSTRUCTION					WARRANTY																															
Dickinson ES, Campbell ES Roofing Project						D CD P CONSTRUCTION					WARRANTY																																				
Huggins ES Additions & Renovations						D CD P CONSTRUCTION					WARRANTY																																				
Austin ES Additions & Renovations						D CD P CONSTRUCTION					WARRANTY																																				
Bowie ES & Beasley ES Additions & Renovations						D CD P CONSTRUCTION					WARRANTY																																				
Jackson ES Additions & Renovations						D CD P CONSTRUCTION					WARRANTY																																				
Navarro MS, Meyer ES, Taylor Ray ES & Seguin ECC, New Vestibules						D CD P CONSTRUCTION					WARRANTY																																				
Campbell ES, Dickinson ES & Williams ES Improvements						D CD P CONSTRUCTION					WARRANTY																																				
Terry HS & George JHS Renovations - Phase I						D CD P CONSTRUCTION					WARRANTY																																				
IDF & MDF A/C Retrofit						CONSTRUCTION					WARRANTY																																				
Elementary School 32						D CD P CONSTRUCTION					WARRANTY																																				
Elementary School 33						D CD P CONSTRUCTION					WARRANTY																																				
High School 7 & Junior High 7						D CD P CONSTRUCTION					WARRANTY																																				

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

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

ATC Group (Transportation Fuel Tanks)	Application # 2	\$	3,999.97
Bass Construction (ALC)	Application # 12	\$	974,088.20
Bass Construction (ALC)	Application # 13	\$	1,355,112.30
Bass Construction (Multi-Purpose & Orchestra)	Application # 14	\$	120,245.49
Drymalla Construction (Randle HS/Wright JHS Complex)	Application # 28	\$	254,404.30
Drymalla Construction (Terry HS/George JHS – GMP #3)	Application # 12	\$	871,876.75
EAB (ALC)	Application # 2	\$	13,630.00
EAB (Lamar Complex Improvements – GMP #1)	Application # 7	\$	21,755.00
EAB (Lamar Complex Improvements – GMP #1)	Application # 8	\$	7,620.00
EAB (Morgan ES)	Application # 2	\$	8,175.00
EAB (Navarro MS)	Application # 1	\$	3,360.00
EAB (Wertheimer MS)	Application # 1	\$	3,160.00
EMA (Multi-Purpose/Orchestra)	Application # 4	\$	3,900.00

EMA (Tamarron ES)	Application # 4	\$	4,140.00
PBK (Austin ES)	Application # 2	\$	22,500.00
PBK (Huggins ES)	Application # 2	\$	31,500.00
PBK Architects (Lamar Complex Exterior Improvements)	Application # 13	\$	13,051.08
PBK Architects (Multi-Purpose/Orchestra/FHS Parking)	Application # 19	\$	10,519.02
PBK Architects (Orchestra Rooms)	Application # 3	\$	52,965.27
PBK (Police Station)	Application # 2	\$	3,960.00
PBK Architects (Randle HS)	Application # 35	\$	6,541.42
PBK Architects (Randle HS – Shell Space)	Application # 4	\$	327.94
PBK Architects (Vestibules)	Application # 3	\$	46,800.00
Rice & Gardner (2017 Bond Program)	Application # 31	\$	124,506.46
Rice & Gardner (2020 Bond Program)	Application # 3	\$	48,773.00
Roadrunner Moving & Storage (Terry HS Phase 2)	Application # 4	\$	2,963.50
RockIT (Morgan ES)	Application # 1	\$	187,306.06
Terracon (ALC)	Application # 13	\$	6,163.00

Terracon (Lamar CHS Tennis Court)	Application # 1	\$	5,500.00
Terracon (Phelan ES)	Application # 3	\$	11,023.13
Terracon (Randle HS/Wright JHS Complex)	Application # 29	\$	1,355.75
VLK Architects (Ag Barn #3)	Application # 2	\$	2,332.50
VLK Architects (Brazos Crossing)	Application # 8	\$	14,625.08
VLK Architects (Morgan ES)	Application # 10	\$	43,427.82
VLK Architects (Morgan ES – Reimbursables)	Application # 12	\$	78.36
VLK Architects (Phelan ES)	Application # 6	\$	28,655.52
VLK Architects (Phelan ES)	Application # 7	\$	20,058.86
VLK Architects (Phelan ES – Reimbursables)	Application # 6	\$	3,226.75
VLK Architects (Terrell ES)	Application # 1	\$	50,062.50
VLK Architects (Terrell ES)	Application # 2	\$	10,012.50
VLK Architects (Terrell ES)	Application # 3	\$	10,012.50
VLK Architects (Terry HS/George JHS – Reimbursables)	Application # 9	\$	33.67
Winning Way (Foster HS)	Application # 2	\$	775.00

Winning Way (Fulshear HS)	Application # 2	\$	775.00
Winning Way (George Ranch HS)	Application # 2	\$	775.00
Winning Way (Lamar JHS)	Application # 2	\$	775.00
Winning Way (Wertheimer MS)	Application # 2	\$	675.00

Resource persons: Chris Juntti, Chief Operations Officer
Kevin McKeever, Executive Director Facilities & Planning

INFORMATION ITEM: TRANSPORTATION UPDATE

**TRANSPORTATION QUARTERLY BOARD UPDATE
(Jun 2021 – Sep 2021)**

PERSONNEL UPDATES

For the start of the new school year, we hired 16 new drivers and 10 bus aides. We currently have 16 drivers in various stages of training and have 6 applicants recommended for hire waiting to clear HR. Rebecca Schultz came to the department from ALC as the Rosenberg discipline coordinator to replace retiring Ron Oberhoff. Elias Acevedo, 2021 LCHS graduate and our LCISD Auto Tech intern from last school year was hired as a mechanic assistant. We started the school year down 49 drivers. There are currently 29 full time staff assigned to daily routes. Those staff include flex drivers, dispatchers, bus operations specialists (routers) and mechanics. We also have 11 coaches driving routes. Even after all full-time staff eligible to drive were assigned routes, 14 routes remained open that had to be covered by being combined or run as comebacks. Interviews were held throughout the summer. The department held a job fair on Saturday, July 31. Interviews were held and applicants were able to go on a demonstration ride in a bus.

ON THE ROAD BUS ACCIDENTS

<i>Date</i>	<i>Bus</i>	<i>Action</i>	<i>Location</i>	<i>Preventable</i>
063021	421403	Car hit bus head-on	FM723 north of FM359	N
082721	411430	Bus rolled into car at a stop	FM359	Y
092721	411428	Struck rear of car	Katy Gaston road	Y

On June 30, driver Jimmy Stots was northbound on FM723 with one bus aide and one prek summer school student on board. At approximately 6:45am, a southbound Nissan driven by a 17-year-old Katy ISD student crossed the center divider line and struck the bus head on. At the same time, a Dodge pickup following the bus struck the bus in the rear. The driver, aide and student were all uninjured, but the bus was totaled. The driver of the car was transported by EMS but was reported to be OK. The pickup driver was ok and was not transported.

STUDENT DISCIPLINE

287 discipline reports were issued for the period of June through September.

CO-CURRICULAR AND EXTRA CURRICULAR FIELD TRIPS

Site	Bus Miles	Sped Bus Miles	Truck Miles	White Fleet Miles	Number of Trips
Rosenberg	16050	0	190	34	424
Fulshear	12366	0	2033	1474	355

BUS/VEHICLE MAINTENANCE

There were 13 road calls for buses requiring roadside assistance. Transportation Department procedure to assist roadside calls is to send one or more mechanics to the site. A replacement bus may be sent at the same time with a mechanic, or a nearby bus may be sent if one is in the area and available.

ROUTING & SCHEDULING

During the summer, we ran slightly fewer than normal routes. Routes were run for secondary summer school, special needs, and prek summer sessions.

The following am/pm home to school routes are currently in operation:

Home to School Routes	Blue Track	Red Track	Gold Track	Maroon Track	Purple Track	Silver Track
Regular	25	21	36	30	34	33
SPED	6	4	6	6	3	6
Van	1	1	0	1	0	
Displaced Students	28	47	28	31	0	4

TRAINING AND OTHER EVENTS

Six four-hour training sessions were provided to all transportation staff for the start of school. Sessions included meetings with transportation staff, attendance at the LCISD convocation, and meet the teacher events at elementary campuses during the week before the start of school. Shuttle services were provided to convocation for any campus requesting the service. A total of 96 buses were used for convocation. Mechanics attended 4.5 hours of in-service specifically for mechanics. Other technicians attended 96 hours of training via the Texas Association for School Bus Technicians in June and July.

LAMAR CISD TRANSPORTATION

Fuel Report

June 1 through September 30

	Transactions	Qty	Amount
Account : 001 VOCATIONAL			
Product : 02 #2 Diesel	32	958.810	\$1,058.86
Account Totals :	32	958.810	\$1,058.86
Account : 034 DISTRIBUTION			
Product : 01 Unleaded	130	2628.750	\$2,734.90
Account Totals :	13	2628.750	\$2,734.90
Account : 050 MAINTENANCE			
Product : 01 Unleaded	1156	20037.060	\$22,535.22
Product : 02 #2 Diesel	589	5809.510	\$6,422.84
Account Totals :	1741	25846.570	\$28,958.06
Account : 053 TECHNICAL SERVICES			
Product : 01 Unleaded	139	1894.510	\$2,062.43
Account Totals :	139	1894.510	\$2,062.43
Account : 060 Transportation			
Product : 01 Unleaded	214	2941.330	\$3,555.91
Product : 02 #2 Diesel	2673	102060.280	\$136,763.23
Account Totals :	2887	105001.610	\$140,319.14
Account : 080 SECURITY			
Product : 01 Unleaded	322	4937.010	\$5,956.55
Account Totals :	322	4937.010	\$5,956.55
Account : 090 ATHLETICS			
Product : 01 Unleaded	7	117.150	\$132.35
Account Totals :	7	117.150	\$132.35
Account : 1111 FACILITIES & PLANNING			
Product : 01 Unleaded	3	64.480	\$64.48
Account Totals :	3	64.480	\$64.48
Account : 78 FOODSERVICE			
Product : 01 Unleaded	127	2053.910	\$2,084.24
Account Totals :	127	2053.910	\$2,084.24

Resource Persons: Chris Juntti, Chief Operations Officer
Mike Jones, Director of Transportation

DISCUSSION OF TRAFFIC STUDY FOR ELEMENTARY SCHOOL #32

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for the traffic study for Elementary School #32 in the amount of \$ [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The traffic engineering study is a professional service that the District must contract directly. These funds were allocated within the 2020 Bond Budget.

PROGRAM DESCRIPTION:

The traffic engineering study will generate reports that provide traffic flow patterns the architect needs to complete the construction specifications. These reports are crucial in the design and construction of Elementary School #32.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

INFORMATION ITEM: DISCUSSION OF NAMING NEW SCHOOLS POLICY

BACKGROUND INFORMATION:

Board Policy CW (LOCAL) states, “The responsibility for naming a facility rests with the Board.”

This spring, the Lamar CISD Board of Trustees will accept nominations for the names of three new elementary schools along with a new middle school, junior high school and high school. These schools will all be built with funds from the November 2020 Bond.

Nominations must be completed using an official Nomination Form and submitted to the Communications Office no later than February 1, 2022.

This item is to share information regarding the policy, process and timeline for naming schools in Lamar CISD.

Resource Person: Sonya Cole-Hamilton, Chief Communications Officer

NAMING FACILITIES

CW
(LOCAL)

The responsibility for naming a facility rests with the Board. A student, staff member, parent, or District resident may submit a nomination.

A school facility shall generally be named for a person or place according to the following criteria outlined below.

For a facility named after a person, the following shall apply:

1. The nominee may be deceased or living and shall have attained prominence locally or nationally, with local prominence taking precedence, in the fields of education, science, art, statesmanship, political science, or military achievement.
2. The nominee may have been an early Texas pioneer or an outstanding president of the United States.
3. The nominee shall have made a significant contribution to society.
4. The name should lend prestige and status to an institution of learning.
5. The nomination must be presented in a form that contains:
 - a. Biographical/historical data; and
 - b. Reasons justifying the choice.

For a facility named after a place, the nomination should include its historical relevance.

**Dedication
Ceremony**

A new school building shall be dedicated at an appropriate ceremony held as soon as possible after occupancy.

Dedication Plaque

The Board shall have a plaque presented bearing the names of the Board members, administrators, architects, and contractors directly connected with each project.

INFORMATION ITEM: LEAF STRATEGIC GROWTH UPDATE

BACKGROUND INFORMATION:

The Lamar Educational Awards Foundation is a nonprofit community-based organization dedicated to securing and distributing resources to the students, staff and campuses of the Lamar Consolidated Independent School District that will supplement, enhance and enrich the quality of education.

The foundation supports and provides unique resources and innovative teaching ideas, encourages ALL students and employees to work to their highest potential, and inspires parent and community participation

In the spring of 2021, after settling in after the transition from the previous Executive Director, the LEAF Executive Director attended an area conference for education foundation directors. At this conference, the MBA Rice Capstone Project was mentioned as a great resource for education foundations especially those who are in need of assistance for growth strategies.

In June of 2021, LEAF applied to be a part of the 2021 summer session. The MBA Rice Capstone project is the final project for those who are in their last semester of their MBA. The university compiles a team of potential graduates who have various business backgrounds and assigns them an organization to assess. During the 11 week period, the Capstone team members assessed the foundation's financials/accounting, marketing, governance, district alignment as well as conducted interviews with Lamar CISD & foundation stakeholders.

The final presentation consists of their assessment of the foundation's current state as well as their proposed strategies for the future. This item is to share a summary of their assessment as well as potential next steps.

Resource Persons: Sonya Cole-Hamilton, Chief Communications Officer
April Nemec, Education Foundation Executive Director

Executive Summary

Team 1: Tony Holley, David Lane, Kyle McLaughlin, Shawn Quinn, Hui Xie



LAMAR EDUCATIONAL AWARDS FOUNDATION



Research and Work Plan

LAMAR EDUCATIONAL AWARDS FOUNDATION BACKGROUND

History

Established in 2000 to benefit the students of Lamar CISD, this 501(c)(3) non-profit organization is governed by a volunteer board of directors that includes local business, industry, and community leaders. The Foundation will provide funds beyond the normal operating budget for educational programs and activities for students and staff.

Mission

"The Lamar Educational Awards Foundation is a nonprofit community-based organization dedicated to securing and distributing resources to the students, staff and campuses of the Lamar Consolidated Independent School District that will supplement, enhance and enrich the quality of education."

Goal

The foundation supports and provides unique resources and innovative teaching ideas, encourages ALL students and employees to work to their highest potential, and inspires parent and community participation

Hypotheses

Strategy to adapt to the highly diverse population

- More than 40% of students are Hispanic, 20.9% White, and 19.8% African American.
- A potential solution is to provide fund raising programs that relate to the different cultures.

More innovative and low-cost fundraising programs

- Enhanced website and online resources to raise funds to aid in cost reduction and additional revenue
- Assist with building out digital marketing platform that caters to family involvement

Prepare for post-pandemic changes

- Increased housing constraints in \$250,000 to \$400,000 range in the area which puts pressure on the low/middle class demographic. Increased population may put pressure on the LEAF program

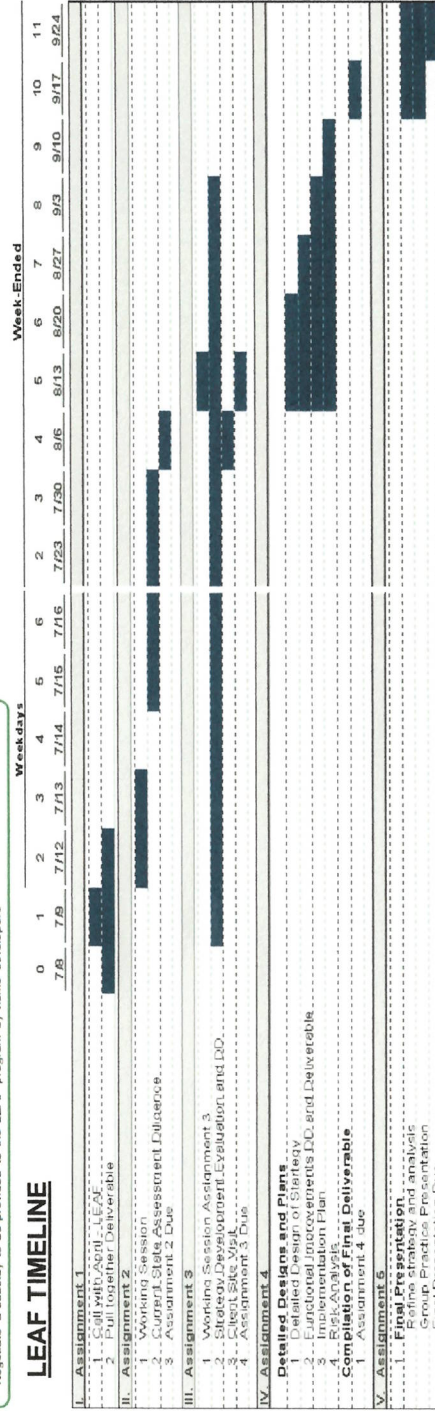
New Marketing Strategies

- By utilizing social media appropriately, LEAF has the potential to see an immediate improvement in donations. Find strategic cooperation with the school district, community and other organizations

Potential Partnership with Home Builders

- Negotiate a subsidy to be provided to the LEAF program by home developers

LEAF TIMELINE



Our Understanding: Major Issues, Strategic Consideration, and Constraints

Strategic Considerations

- Executive Director is only employee and split 50/50 with organization and the district
- There is no currently established budget for LEAF and, in turn, no defined ability to use administrative expenses

Major Issues

- Organization is facing slow growth due to the old school management style
- Fast growth and expanding demographics in Lamar CISD
- Board makeup does not reflect the high diversity of the Lamar CISD community
- External challenge of growing funds and internal struggles with lack of adequate structure

- Comprehensive review of the current state of LEAF and its non-profit fundraising. Creation of a growth strategy that can be readily implemented into operations. Development of existing and future revenue sources for the organization. Assist where necessary on creating organizational efficiencies
- Scope is limited to a 10-week study and implementation strategy

Introduction & Assessment

Competitive Rivalry: Medium

There are several school districts around LCISD that have non-profit organizations. There are a limited number of large donors in the area which leads to competition for funds.

New Entrants: Low

Barriers to entry: it is relatively easy to enter the education foundation industry.

Reputation: Organizations need a strong reputation and history of success to achieve a position in the space. Additional organizations need a strong affiliation with schools to be taken seriously.

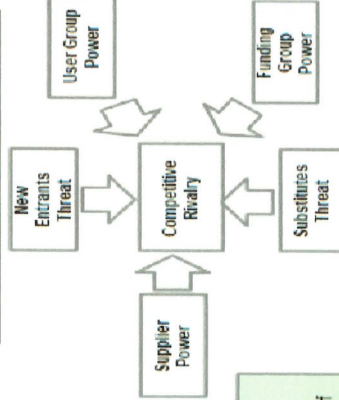
Threat of Substitutes: Low

There are few substitutes in the area. LEAF oversees the grant process as well as many of the fundraising events for the district. The only potential substitute would be state or governmental funding being distributed to LCISD.

Power of User: Low

Students: Students are the end user that benefit from the LEAF program. They do not have control over what district they attend or power over the foundation.

Teachers: In the LEAF foundation, the teachers do not have much bargaining power as they do not sit in a decision-making position, nor do they sit on the board.



Porter's 5 Forces: based on an analysis of the internal and external factors affecting the foundation. Power of Donors, Power of Suppliers, and Competitive Rivalry are major factors in running the foundation. These are key factors that will need to be considered while creating a growth strategy. It is important to note that the foundation is in competition with where donors want to direct funds.

Power of Donors: High

LEAF must keep their contributors happy which gives them more power over the organization.

Individual contributions: Smaller amounts come from teachers, parents, etc. They need to support the trajectory of the organization in order to continue donations.

Corporate Contributions: This is the main source of capital for the foundation.

Corporations have all the power because they deliver the funding where they deem fit. LEAF is dependent on their donations for profitability as well as sponsoring of their events.

Supplier Power: High

Suppliers in this dynamic provide resources, time and funding to the foundation. The foundation is wholly dependent on aligning trajectory of the foundation with the wants of the suppliers. Additionally, the foundation must comply with executive leadership, Board of Directors (BOD), volunteers, and corporations.

BOD: typically consist of community leaders who volunteer their time. They generally run the direction of the organization and control the direction.

Executive leadership: Professional individuals with strong networking capabilities have strong bargaining power as other employment opportunities exist for them.



THREATS

- There is a lot of competition with other non-profit organizations within the area.
- Grant requests are down because of the complicated application process.
- Demographics are changing rapidly. There are more low and medium-income families moving to the district.
- Inability to reach individual donors without using efficient communication channel.

OPPORTUNITIES

- When looking for new donors, LEAF should also reach out to individual donors such as parents in the area.
- The Foundation can grow together with the foreseeable rapid growth of LCISD community.
- Creating a social media presence to enhance the awareness and attract more donations.
- Improve organization efficiencies through upgraded technologies.

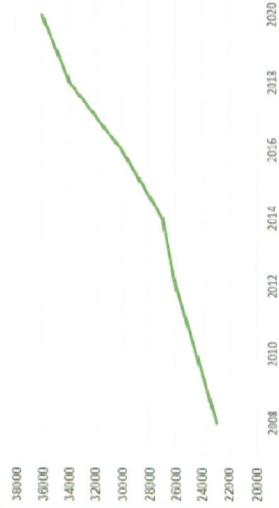
STRENGTHS

- 20 years of supporting & working with LCISD.
- New Executive Director with both educational and corporate experience.
- Four special events for fundraising have become strong LEAF fundraisers.
- LEAF has a notable community presence, driven by events with attendance occasionally exceeding 1,000+.

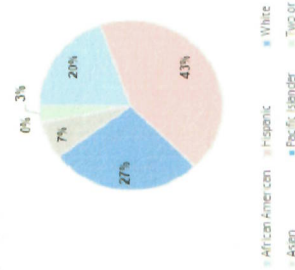
WEAKNESSES

- Lack of social media presence and other marketing promotion.
- The overall revenue had stagnated since 2016.
- Lack of events or programs to attract individual and family donations.
- Lack of systematic management in LEAF's Finance and Operations, and minimal BOD involvement. Has let necessary items, such as audited financials, fall through the cracks.

LCISD Student Growth [1]



LCISD Demographics [2]



Current State Assessment

Context

Established in 2000 to benefit the students of Lamar CISD, this 501(c)(3) non-profit organization is governed by a volunteer board of directors that includes local business, industry, and community leaders. The Foundation will provide funds beyond the normal operating budget for educational programs and activities for students and staff. The Foundation is governed by an executive group, board of directors, and the LCISD leadership. All these bodies assist with the trajectory of the foundation. The district is facing an explosion in population due to housing developments and affordability of home prices. The increased population will put pressure on the foundation to generate more revenue. Lamar Educational Awards Foundation ("LEAF") seeks a growth strategy to increase revenues to provide additional funding to the growing school district. LEAF has been unsuccessful in its past growth as well as implementation of administrative infrastructure.

Current State Methodology

External

- External Market Analysis
- Industry Analysis & 6 Forces
- Competitive Analysis

Internal

- Financial & Fundraising Analysis
- Strategy Diamond Analysis
- 4Ps Marketing Assessments
- Value Chain Analysis
- Development Capabilities Assessment
- SWOT analysis

Summary of Findings from Current State Assessment

- **Donors and teachers are both demanding of LEAF resources, which may not be adequate to meet those needs.**
 - ✓ LCISD boundaries contain a rapidly growing community, that is building new houses at the fastest pace in the Houston area.
 - ✓ The donors want to ensure their funds are being used appropriately and demonstrate their connection to the community
 - ✓ Teachers regularly have needs for funds to improve student engagement and comprehension, with materials that supplement the standard curriculum. The process to request these grants is cumbersome and many teachers don't have time, particularly in Title I schools, of which they have 27.
 - ✓ The competition for funds is prevalent in the community, and many businesses within ISD boundaries are unfamiliar with size and needs of district/foundation.
 - ✓ Distribution of donors is heavily concentrated within a couple dozen businesses and individuals.
 - ✓ LEAF events are successful in many ways, even if the finances don't always demonstrate such.
 - ✓ Technological resources are not well suited for future.
 - ✓ Finances are insufficient for current state, let alone future growth.
- **Strategic opportunities abound, with many directions the foundation can go to meet the needs of stakeholders**
 - ✓ Their current strategy will likely continue to produce consistent results to what it has in the past, which struggle to match current needs and won't keep up with the growth the community.
 - ✓ Measurement of success needs to be established. While there is mission, there are no KPI's that are reviewed to determine how their performance meets, or doesn't, that vision. Creating SMART goals would go a long way towards creating accountability throughout LEAF.
 - ✓ There is no strategy in place for the foundation to target individual donors outside of their three key events, and they have struggle to connect with parents that can give directly to school/classroom specific organizations
 - ✓ Many large companies have started to establish a presence in the area. It may be possible to partner with some of these business and leverage their technical expertise to improve those capabilities for the foundation. Efficient, automated customer contact could prove fruitful as well.
 - ✓ Human capital is an opportunity to improve as most of the board members have long sat on the sideline, and paid staff is extremely limited. Many on the board have experience in the functions where LEAF struggles and creating functional committees could make up for the lack of paid administrators.
 - ✓ Representation on the board does not reflect the community demographics and creates another disconnect between the foundation and the individual parents/community members they struggle to reach. Having a more diverse board could help to bridge that gap and foster those connections

Detailed Design & Value Proposition

We developed Detailed plans to help implement the recommended strategy and functional improvements so LEAF can address the short-term concerns and achieve its long-term sustainable growth.

MISSION

Securing and distributing resources to the students, staff and campuses of the LCISD that will supplement, enhance and enrich the quality of education.

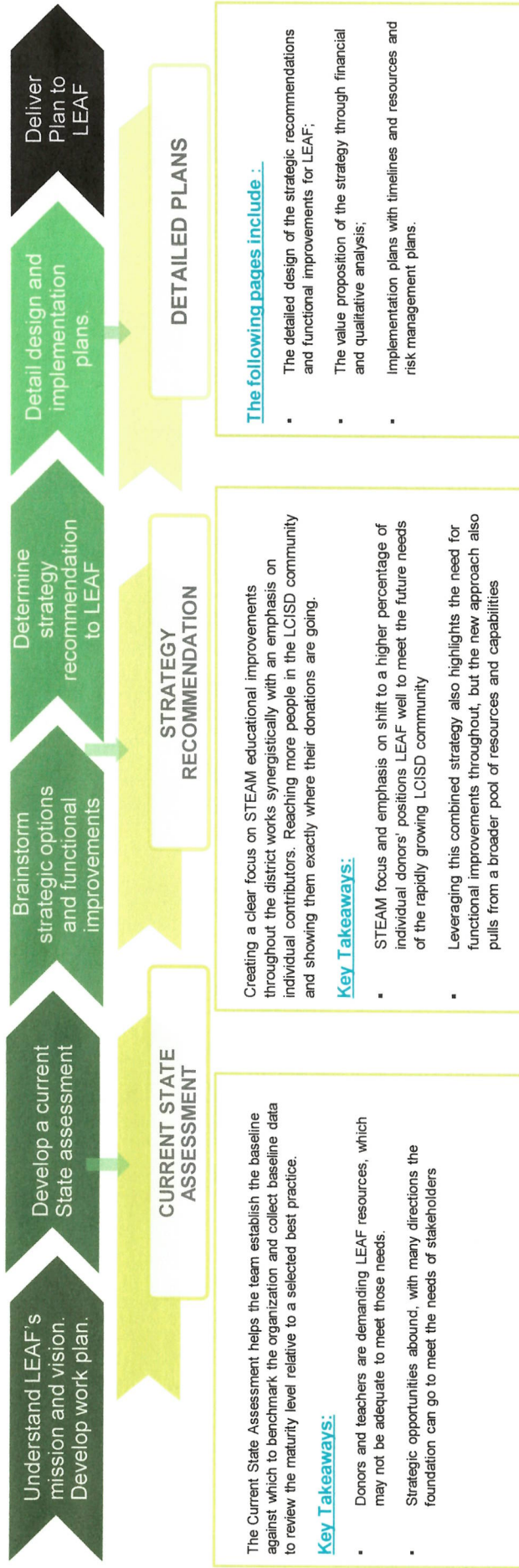
VISION

The foundation supports and provides unique resources and innovative teaching ideas. encourages ALL students and employees to work to their highest potential.

OBJECTIVE

LEAF seeks a growth strategy to increase revenues to provide additional funding to the growing school district. LEAF has been unsuccessful in its past with growth as well as implementation of administrative infrastructure.

Detailed Framework:



**DISCUSSION OF RESOLUTION FOR THE CASTING OF VOTES FOR
CANDIDATE(S) TO SERVE ON THE BOARD OF DIRECTORS OF THE FORT BEND
CENTRAL APPRAISAL DISTRICT**

RECOMMENDATION:

That the Board of Trustees approve the resolution casting 575 votes for the Board of Directors of the Fort Bend Central Appraisal District (FBCAD).

IMPACT/RATIONALE:

The draft resolution for the casting of votes to serve on the Board of Directors of the FBCAD is attached, along with the 2021 voting entitlement tabulation. Lamar CISD is entitled to 575 votes and may cast all votes for one candidate or distribute them among any number of candidates on the official ballot.

PROGRAM DESCRIPTION:

In accordance with the Texas Property Tax Code, Section 6.03, on or before December 15th, it is required that five directors be appointed by the taxing units that participate in the district as provided by this section. Members of the board of directors, other than a county assessor-collector serving as a nonvoting director, serve two-year terms beginning on January 1 of even-numbered years.

Five directors are appointed for two-year terms by the taxing units that participate in the appraisal district. Elections are held in odd-numbered years. Each eligible voting entity is allowed a certain number of votes per position on the ballot. Voting entitlements are based on each voting entity's percentage share of the prior year property tax levy within the county. By regulation, Lamar CISD's percentage allocation of 11.499993% is used to calculate the number of votes the District is entitled to, which is 575 for this year. A total of 5,000 votes will be cast by all eligible voting entities in the county.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**RESOLUTION FOR THE CASTING OF VOTES FOR CANDIDATE(S) TO SERVE ON
THE BOARD OF DIRECTORS OF THE FORT BEND CENTRAL APPRAISAL
DISTRICT**

WHEREAS, the Property Tax Code provides that each taxing unit in a county is entitled to vote, by Resolution of its governing board, for candidates for each position to be filled on the Board of Directors of the county's central appraisal district; and

WHEREAS, the Board of Trustees of the Lamar Consolidated Independent School District is entitled to vote, and it wishes to vote for the following candidate(s) for position(s) to be on the Board of Directors of the Fort Bend Central Appraisal District.

THEREFORE, BE IT RESOLVED THAT:

1. All the paragraphs are incorporated and made a part of this Resolution; and
2. The Board of Trustees votes for the following person(s) for position(s) on the Board of Directors of the Fort Bend Central Appraisal District:

CANDIDATE:

NUMBER OF VOTES CAST:

CANDIDATE:	NUMBER OF VOTES CAST:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. The President of the Board of Trustees is authorized and directed to submit these votes of the Lamar Consolidated Independent School District to the Chief Appraiser of the Fort Bend Central Appraisal District by delivering a copy of this Resolution to the Chief Appraiser.
4. This Resolution shall become effective from and after its passage. On motion of Trustee _____ and seconded by Trustee _____, the above Resolution voting for person(s) to serve on the Board of Directors of the Fort Bend Central Appraisal District was adopted, and it was so ordered.

THE STATE OF TEXAS
COUNTY OF FORT BEND

I, Joe Hubenak, Secretary of the Board of Trustees of the Lamar Consolidated Independent School District, do hereby certify that the foregoing is a true and correct copy of a motion presented and passed by a majority vote of the Board of Trustees at a meeting duly posted and noticed under the Texas Open Meetings Act and held on November 16, 2021.

Joe Hubenak, Board Secretary
Lamar Consolidated Independent School District

SUBSCRIBED AND SWORN TO BEFORE ME:

This is the ____ day of November 2021.

Notary Public in and for Fort Bend County, Texas
Name:
My Commission Expires:

**DISCUSSION OF HVAC TEST AND BALANCE FOR THE HUGGINS ELEMENTARY
SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for the HVAC test and balance service for the HVAC web controls for the Huggins Elementary School additions and renovations in the amount of [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The HVAC test and balance is a professional service that the District must contract directly. [REDACTED] has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2020 Bond Budget.

PROGRAM DESCRIPTION:

The HVAC test and balance service will generate reports that will evaluate the operation of the heating, ventilating and air conditioning systems for the renovations at the Huggins Elementary School additions and renovations.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF COMMISSIONING AGENT FOR THE TERRY HIGH AND GEORGE
JUNIOR HIGH SCHOOLS PHASE I ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] as commissioning agent for the Terry High and George Junior High schools Phase I additions and renovations in the amount of [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Commissioning agent services are a professional service that the District must contract directly. These funds were allocated within the 2020 Bond Budget.

PROGRAM DESCRIPTION:

Texas State Energy Conservation Office has amended the energy code and buildings that are permitted after November 1, 2016, must meet the new code. The new requirements increase the efficiencies of HVAC and domestic water heater equipment, require energy recovery systems on chillers and ventilation systems, require lower electrical usage that can be achieved utilizing LED lighting, and requires post-construction functional testing of certain HVAC and electrical systems.

Commissioning agent will review the construction documents, develop a commissioning specification, and perform functional testing of selected HVAC, plumbing and electrical systems to confirm the systems are performing as designed.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF GEOTECHNICAL STUDY
FOR ELEMENTARY SCHOOL #32**

RECOMMENDATION:

That the Board of Trustees approve Terracon for the geotechnical study for Elementary School #32 in the amount of \$ [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design of Elementary School #32.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS –
OCTOBER 2021**

RECOMMENDATION:

That the Board of Trustees ratify the Financial and Investment Reports as presented for the month ending October 31, 2021.

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 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 approval:



Dr. Roosevelt Nivens
Superintendent

DISCUSSION OF BUDGET AMENDMENT REQUESTS – NOVEMBER 2021

RECOMMENDATION:

That the Board of Trustees consider approval of budget amendment requests submitted between the date of board agenda preparation for the October 2021 meeting and the date of board agenda preparation for the November 2021 meeting.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

Since the operating budget for Lamar CISD is adopted at the functional level, budget revisions are required for reallocations between functional levels or when new budgets are being established. All necessary budget amendments must be formally adopted by the School Board and recorded in the Board minutes. (TEA Financial Accountability System Resource Guide, Financial Accounting & Reporting, Update 17.0)

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

DISCUSSION OF RATIFICATION OF DONATIONS TO THE DISTRICT

RECOMMEDATION:

That the Board of Trustees ratify donations to the District.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

Frost PTO donated \$6,006 to purchase ThinkUP! Math materials for Frost Elementary School.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF HVAC TEST AND BALANCE FOR THE
VESTIBULE ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for the HVAC test and balance service for the HVAC web controls for the Vestibule additions and renovations at Meyer Elementary School, Navarro Middle School, Seguin ECC, and Taylor Ray Elementary School in the amount of [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The HVAC test and balance is a professional service that the District must contract directly. [REDACTED] has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2020 Bond Budget.

PROGRAM DESCRIPTION:

The HVAC test and balance service will generate reports that will evaluate the operation of the heating, ventilating and air conditioning systems for the renovations at the Vestibule additions and renovations at Meyer Elementary School, Navarro Middle School, Seguin ECC, and Taylor Ray Elementary School.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF COMMISSIONING AGENT FOR THE VESTIBULE
ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] as commissioning agent for the vestibule additions and renovations at Meyer Elementary, Navarro Middle, Seguin ECC, and Taylor Ray Elementary schools in the amount of [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Commissioning agent services are a professional service that the District must contract directly. These funds were allocated within the 2020 Bond Budget.

PROGRAM DESCRIPTION:

Texas State Energy Conservation Office has amended the energy code and buildings that are permitted after November 1, 2016, must meet the new code. The new requirements increase the efficiencies of HVAC and domestic water heater equipment, require energy recovery systems on chillers and ventilation systems, require lower electrical usage that can be achieved utilizing LED lighting, and requires post-construction functional testing of certain HVAC and electrical systems.

Commissioning agent will review the construction documents, develop a commissioning specification, and perform functional testing of selected HVAC, plumbing and electrical systems to confirm the systems are performing as designed.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF COMMISSIONING AGENT FOR THE HUGGINS ELEMENTARY
SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] as commissioning agent for the Huggins Elementary School additions and renovations in the amount of [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Commissioning agent services are a professional service that the District must contract directly. These funds were allocated within the 2020 Bond Budget.

PROGRAM DESCRIPTION:

Texas State Energy Conservation Office has amended the energy code and buildings that are permitted after November 1, 2016, must meet the new code. The new requirements increase the efficiencies of HVAC and domestic water heater equipment, require energy recovery systems on chillers and ventilation systems, require lower electrical usage that can be achieved utilizing LED lighting, and requires post-construction functional testing of certain HVAC and electrical systems.

Commissioning agent will review the construction documents, develop a commissioning specification, and perform functional testing of selected HVAC, plumbing and electrical systems to confirm the systems are performing as designed.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF HVAC TEST AND BALANCE FOR THE AUSTIN ELEMENTARY
SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for the HVAC test and balance service for the HVAC web controls for the Austin Elementary School additions and renovations in the amount of [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The HVAC test and balance is a professional service that the District must contract directly. [REDACTED] has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2020 Bond Budget.

PROGRAM DESCRIPTION:

The HVAC test and balance service will generate reports that will evaluate the operation of the heating, ventilating and air conditioning systems for the renovations at the Austin Elementary School additions and renovations.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF COMMISSIONING AGENT FOR THE AUSTIN
ELEMENTARY SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] as commissioning agent for the Austin Elementary School additions and renovations in the amount of [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Commissioning agent services are a professional service that the District must contract directly. These funds were allocated within the 2020 Bond Budget.

PROGRAM DESCRIPTION:

Texas State Energy Conservation Office has amended the energy code and buildings that are permitted after November 1, 2016, must meet the new code. The new requirements increase the efficiencies of HVAC and domestic water heater equipment, require energy recovery systems on chillers and ventilation systems, require lower electrical usage that can be achieved utilizing LED lighting, and requires post-construction functional testing of certain HVAC and electrical systems.

Commissioning agent will review the construction documents, develop a commissioning specification, and perform functional testing of selected HVAC, plumbing and electrical systems to confirm the systems are performing as designed.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF DESIGN DEVELOPMENT FOR THE TERRY HIGH SCHOOL AND
GEORGE JUNIOR HIGH SCHOOL PHASE I RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve the design development for the Terry High School and George Junior High School Phase I renovations as presented.

IMPACT/RATIONALE:

VLK Architects of record for the design of the Terry High School and George Junior High School Phase I renovations. The design development booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 3, 2020, Lamar CISD passed a bond issue that included the Terry High School and George Junior High School Phase I renovations. Upon approval of the design development, the construction documents phase will begin.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF HVAC TEST AND BALANCE FOR THE TERRY HIGH SCHOOL
AND GEORGE JUNIOR HIGH SCHOOL PHASE I ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for the HVAC test and balance service for the HVAC web controls for the Terry High School and George Junior High School Phase I additions and renovations in the amount of [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The HVAC test and balance is a professional service that the District must contract directly. [REDACTED] has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2020 Bond Budget.

PROGRAM DESCRIPTION:

The HVAC test and balance service will generate reports that will evaluate the operation of the heating, ventilating and air conditioning systems for the renovations at Terry High School and George Junior High School Phase I additions and renovations.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF HVAC TEST AND BALANCE
FOR THE ORCHESTRA ADDITIONS**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for the HVAC test and balance service for the HVAC web controls for the orchestra additions at Fulshear High School, Leaman Junior High School, Foster High School, Briscoe Junior High School, George Ranch High School, and Reading Junior High School in the amount of [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The HVAC test and balance is a professional service that the District must contract directly. [REDACTED] has provided these services to the District for many years and have been proven to be efficient and competent in both new and renovation projects. These funds were allocated within the 2020 Bond Budget.

PROGRAM DESCRIPTION:

The HVAC test and balance service will generate reports that will evaluate the operation of the heating, ventilating and air conditioning systems for the renovations at the orchestra additions at Fulshear High School, Leaman Junior High School, Foster High School, Briscoe Junior High School, George Ranch High School, and Reading Junior High School.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF COMMISSIONING AGENT FOR THE
ORCHESTRA ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] as commissioning agent for the orchestra additions at Fulshear High, Leaman Junior High, Foster High, Briscoe Junior High, George Ranch High, and Reading Junior High schools in the amount of [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Commissioning agent services are a professional service that the District must contract directly. These funds were allocated within the 2020 Bond Budget.

PROGRAM DESCRIPTION:

Texas State Energy Conservation Office has amended the energy code and buildings that are permitted after November 1, 2016, must meet the new code. The new requirements increase the efficiencies of HVAC and domestic water heater equipment, require energy recovery systems on chillers and ventilation systems, require lower electrical usage that can be achieved utilizing LED lighting, and requires post-construction functional testing of certain HVAC and electrical systems.

Commissioning agent will review the construction documents, develop a commissioning specification, and perform functional testing of selected HVAC, plumbing and electrical systems to confirm the systems are performing as designed.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF COMMISSIONING AGENT FOR THE BOWIE ELEMENTARY AND
BEASLEY ELEMENTARY SCHOOLS' ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] as commissioning agent for the Bowie Elementary and Beasley Elementary schools' additions and renovations in the amount of [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Commissioning agent services are a professional service that the District must contract directly. These funds were allocated within the 2020 Bond Budget.

PROGRAM DESCRIPTION:

Texas State Energy Conservation Office has amended the energy code and buildings that are permitted after November 1, 2016, must meet the new code. The new requirements increase the efficiencies of HVAC and domestic water heater equipment, require energy recovery systems on chillers and ventilation systems, require lower electrical usage that can be achieved utilizing LED lighting, and requires post-construction functional testing of certain HVAC and electrical systems.

Commissioning agent will review the construction documents, develop a commissioning specification, and perform functional testing of selected HVAC, plumbing and electrical systems to confirm the systems are performing as designed.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF COMMISSIONING AGENT FOR THE JACKSON ELEMENTARY
SCHOOL ADDITIONS AND RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] as commissioning agent for the Jackson Elementary School additions and renovations in the amount of [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Commissioning agent services are a professional service that the District must contract directly. These funds were allocated within the 2020 Bond Budget.

PROGRAM DESCRIPTION:

Texas State Energy Conservation Office has amended the energy code and buildings that are permitted after November 1, 2016, must meet the new code. The new requirements increase the efficiencies of HVAC and domestic water heater equipment, require energy recovery systems on chillers and ventilation systems, require lower electrical usage that can be achieved utilizing LED lighting, and requires post-construction functional testing of certain HVAC and electrical systems.

Commissioning agent will review the construction documents, develop a commissioning specification, and perform functional testing of selected HVAC, plumbing and electrical systems to confirm the systems are performing as designed.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF VIDEO SURVEILLANCE INTEGRATION SERVICES
AT THE ALTERNATIVE LEARNING CENTER**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for the integration of video surveillance cameras at the Alternative Learning Center in the total amount of [REDACTED] and authorize the Board President to sign the agreement.

IMPACT/RATIONALE:

[REDACTED] is the technical advisor that provides the camera integration service for the district and assists in programming each camera into the LCISD server network.

Funds were allocated within the 2017 Bond Budget for each facility.

PROGRAM DESCRIPTION:

Upon installation of the video surveillance systems at the Alternative Learning Center, [REDACTED] will integrate each camera into the district server they maintain.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF COMMISSIONING AGENT FOR
ELEMENTARY SCHOOL #32**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] as additional commissioning for Elementary School #32 in the amount of \$ [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Commissioning agent services are a professional service that the District must contract directly. These funds were allocated within the 2020 Bond Budget.

PROGRAM DESCRIPTION:

Texas State Energy Conservation Office has amended the energy code and buildings that are permitted after November 1, 2016 must meet the new code. The new requirements increase the efficiencies of HVAC and domestic water heater equipment, require energy recovery systems on chillers and ventilation systems, require lower electrical usage that can be achieved utilizing LED lighting, and requires post-construction functional testing of certain HVAC and electrical systems.

The commissioning agent will review the construction documents, develop a commissioning specification, and perform functional testing of selected HVAC, plumbing and electrical systems to confirm the systems are performing as designed.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF THIRD-PARTY REVIEW AND REPORT
FOR ELEMENTARY SCHOOL #32**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for third-party review and report for Elementary School #32 in the amount of \$ [REDACTED].

IMPACT/RATIONAL:

Third-party review and report is a professional service that the District must contract directly. These funds are allocated from within the 2020 Bond Funds.

PROGRAM DESCRIPTION:

TEA Code Compliance Review and Report is required in order to verify the plans comply with TEA Chapter 61 Standards.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF TEXAS ACCESSIBILITY STANDARDS REVIEW
AND REPORT FOR ELEMENTARY SCHOOL #32**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for Texas Accessibility Standards Review and Inspection for Elementary School #32 in the amount of \$ [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Texas Accessibility Standards Review and Inspection is a professional service that the District must contract directly. This project will be funded with available funds from the 2020 Bond Referendum.

PROGRAM DESCRIPTION:

TAS Plan Review and Inspection is required to verify the plans comply with Texas Accessibility Standards.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

DISCUSSION OF DESIGN DEVELOPMENT FOR ELEMENTARY SCHOOL #32

RECOMMENDATION:

That the Board of Trustees approve the design development for Elementary School #32 as presented.

IMPACT/RATIONALE:

VLK Architects is the architect of record for the design of Elementary School #32. The design development booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 3, 2020 Lamar CISD passed a Bond issue that included Elementary School #32. Upon approval of the design development, the construction documents phase will begin.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

DISCUSSION OF DESIGN DEVELOPMENT FOR AGRICULTURAL FACILITY #3

RECOMMENDATION:

That the Board of Trustees approve the design development for the Agricultural Facility #3 as presented.

IMPACT/RATIONALE:

VLK Architects is the architect of record for the design of the Agricultural Facility #3. The design development booklets will be provided under separate cover.

PROGRAM DESCRIPTION:

On November 4, 2014 Lamar CISD passed a bond issue that included the Agricultural Facility #3. Upon approval of the design development, the construction documents phase will begin.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF GEOTECHNICAL STUDY
FOR ELEMENTARY SCHOOL #33**

RECOMMENDATION:

That the Board of Trustees approve Terracon for the geotechnical study for Elementary School #33 in the amount of \$ [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design of Elementary School #33.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF COMMISSIONING AGENT FOR
ELEMENTARY SCHOOL #33**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] as additional commissioning for Elementary School #33 in the amount of \$ [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Commissioning agent services are a professional service that the District must contract directly. These funds were allocated within the 2020 Bond Budget.

PROGRAM DESCRIPTION:

Texas State Energy Conservation Office has amended the energy code and buildings that are permitted after November 1, 2016 must meet the new code. The new requirements increase the efficiencies of HVAC and domestic water heater equipment, require energy recovery systems on chillers and ventilation systems, require lower electrical usage that can be achieved utilizing LED lighting, and requires post-construction functional testing of certain HVAC and electrical systems.

Commissioning agent will review the construction documents, develop a commissioning specification, and perform functional testing of selected HVAC, plumbing and electrical systems to confirm the systems are performing as designed.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF THIRD-PARTY REVIEW AND REPORT
FOR ELEMENTARY SCHOOL #33**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for third-party review and report for Elementary School #33 in the amount of \$ [REDACTED].

IMPACT/RATIONALE:

Third party review and report is a professional service that the District must contract directly. These funds are allocated from within the 2020 Bond Funds.

PROGRAM DESCRIPTION:

TEA Code Compliance Review and report is required in order to verify the plans comply with TEA Chapter 61 Standards.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF TEXAS ACCESSIBILITY STANDARDS REVIEW
AND REPORT FOR ELEMENTARY SCHOOL #33**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for Texas Accessibility Standards Review and Inspection for Elementary School #33 in the amount of \$ [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Texas Accessibility Standards Review and Inspection is a professional service that the District must contract directly. This project will be funded with available funds from the 2020 Bond Referendum.

PROGRAM DESCRIPTION:

TAS Plan Review and Inspection is required to verify the plans comply with Texas Accessibility Standards.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF THIRD-PARTY REVIEW AND REPORT
FOR BERNARD CLIFTON TERRELL ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for third-party review and report for Bernard Clifton Terrell Elementary School in the amount of \$ [REDACTED].

IMPACT/RATIONALE:

Third-party review and report is a professional service that the District must contract directly. These funds are allocated from within the 2017 Bond Funds.

PROGRAM DESCRIPTION:

TEA Code Compliance Review and Report is required in order to verify the plans comply with TEA Chapter 61 Standards.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF GEOTECHNICAL STUDY
FOR THE LAMAR CISD POLICE STATION**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for the geotechnical study for the Lamar CISD Police Station in the amount of \$ [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design of the Lamar CISD Police Station.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF TEXAS ACCESSIBILITY STANDARDS REVIEW AND REPORT
FOR THE LAMAR CONSOLIDATED HIGH SCHOOL TENNIS COURT
AND PARKING PROJECT**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for Texas Accessibility Standards Review and Inspection for the Lamar Consolidated High School tennis court and parking project in the amount of \$ [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Texas Accessibility Standards Review and Inspection is a professional service that the District must contract directly. This project will be funded with available funds from the 2020 Bond Referendum.

PROGRAM DESCRIPTION:

TAS Plan Review and Inspection is required to verify the plans comply with Texas Accessibility Standards.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF GEOTECHNICAL STUDY FOR
THE WESSENDORFF MIDDLE SCHOOL PROJECT**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for the geotechnical study for Wessendorff Middle School project in the amount of \$ [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design of the Wessendorff Middle School project.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF ARCHITECT CONTRACT
FOR THE CAMPBELL ELEMENTARY AND DICKINSON ELEMENTARY
SCHOOLS' ROOF REPLACEMENT PROJECTS**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for the design of the Campbell Elementary and Dickinson Elementary schools' roof replacement projects and allow the Superintendent to begin contract negotiations.

IMPACT/RATIONALE:

On November 3, 2020, a bond referendum was approved that included the roof replacements at both Campbell Elementary and Dickinson Elementary schools. Procurement for architect or engineer services is prescribed by law in Texas Government code 2254. The code, specifically 2254.004, requires all submissions be selected on the basis of demonstrated competence and qualifications. This project will be funded from the 2020 Bond Funds.

PROGRAM DESCRIPTION:

Upon approval [REDACTED] will begin the design process for the roof replacements at both Campbell Elementary and Dickinson Elementary schools.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF DEDUCTIVE CHANGE ORDER AND FINAL PAYMENT
FOR THE MULTI-PURPOSE AND ORCHESTRA ADDITIONS**

RECOMMENDATION:

That the Board of Trustees approve the deductive change order in the amount of \$ [REDACTED] and final payment of \$ [REDACTED] to Bass Construction and authorize the Board President to sign the change order.

IMPACT/RATIONALE:

Bass Construction was the contractor for the multi-purpose and orchestra additions. Substantial completion was achieved on August 19, 2021. Funding was allocated 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 multi-purpose and orchestra additions.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF DEDUCTIVE CHANGE ORDER AND FINAL PAYMENT FOR
GUARANTEED MAXIMUM PRICE AMENDMENT NO. 1 FOR LAMAR
CONSOLIDATED HIGH SCHOOL AND LAMAR JUNIOR HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the Deductive Change Order in the amount of \$_____ and final payment of \$_____ to Drymalla Construction for the construction of GMP No. 1 for Lamar Consolidated High School and Lamar Junior High School and authorize the Board President to sign the change order.

IMPACT/RATIONALE:

Drymalla Construction was the contractor for the construction of GMP No. 1 for Lamar Consolidated High School and Lamar Junior High School. Substantial completion was achieved on July 19, 2021. Funding is from the 2017 Bond.

PROGRAM DESCRIPTION:

Upon approval, the Board President will sign the change order and Drymalla Construction will be paid 100 percent for the construction of GMP No. 1 for Lamar Consolidated High School and Lamar Junior High School.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF DEDUCTIVE CHANGE ORDER AND FINAL PAYMENT FOR
GUARANTEED MAXIMUM PRICE AMENDMENT NO. 2 FOR LAMAR
CONSOLIDATED HIGH SCHOOL AND LAMAR JUNIOR HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the deductive change order in the amount of \$_____ and final payment of \$_____ to Drymalla Construction for the construction of GMP No. 2 for Lamar Consolidated High School and Lamar Junior High School and authorize the Board President to sign the change order.

IMPACT/RATIONALE:

Drymalla Construction was the contractor for the construction of GMP No. 2 for Lamar Consolidated High School and Lamar Junior High School. Substantial Completion was achieved on August 7, 2021. Funding is from the 2017 Bond.

PROGRAM DESCRIPTION:

Upon approval, the Board President will sign the change order and Drymalla Construction will be paid 100 percent for the construction of GMP No. 2 for Lamar Consolidated High School and Lamar Junior High School.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF DEDUCTIVE CHANGE ORDER AND FINAL PAYMENT FOR
GUARANTEED MAXIMUM PRICE AMENDMENT NO. 3 FOR TERRY HIGH SCHOOL
AND GEORGE JUNIOR HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the deductive change order in the amount of \$_____ and final payment of \$_____ to Drymalla Construction for the construction of GMP No. 3 for Terry High School and George Junior High School and authorize the Board President to sign the change order.

IMPACT/RATIONALE:

Drymalla Construction was the contractor for the construction of GMP No. 3 for Terry High School and George Junior High School. Substantial completion was achieved on August 6, 2021. Funding is from the 2017 Bond.

PROGRAM DESCRIPTION:

Upon approval, the Board President will sign the change order and Drymalla Construction will be paid 100 percent for the construction of GMP No. 3 for Terry High School and George Junior High School.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF TRAFFIC STUDY FOR
BERNARD CLIFTON TERRELL ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] for the traffic study for Bernard Clifton Terrell Elementary School in the amount of \$ [REDACTED] and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The traffic engineering study is a professional service that the District must contract directly. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

The traffic engineering study will generate reports that provide traffic flow patterns the architect needs to complete the construction specifications. These reports are crucial in the design and construction of Bernard Clifton Terrell Elementary School.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

DISCUSSION OF SECURITY FENCE INSTALLATION

RECOMMENDATION:

That the Board of Trustees approve [REDACTED] as a Job Order Contractor (JOC) for installation of security fencing throughout the District and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The installation of security fencing is a district-wide project. This project will be awarded through the Job Order Contract (JOC) # [REDACTED] with the _____ Cooperative. Funds were allocated within the 2020 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval, [REDACTED] will install the security fence at locations throughout the District.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF RESOLUTION REGARDING CLOSURE
OF SCHOOLS DUE TO HURRICANE NICHOLAS**

RECOMMENDATION:

That the Board of Trustees approve a resolution regarding the closure of schools on Tuesday, September 14, 2021, authorize the Superintendent of Schools to revise the calendar as necessary, and authorize the payment of employees and long-term substitutes.

IMPACT/RATIONALE:

Hurricane Nicholas made landfall on Tuesday, September 14, 2021 along the coast of southeast Texas, bringing wind, flooding rain, and power outages to the region. On September 13th, Governor Greg Abbott issued a state disaster declaration for many Texas counties.

Administration believed it was in the best interest of the District to close schools to potentially mitigate the impact of the storm on staff, students, and the surrounding community. In addition, the Board of Trustees may find that a public purpose exists to pay employees and long-term substitutes for the one (1) day of closure and that such payment is necessary in the conduct of the public schools, in accordance with the Texas Education Code, Section 45.105(c). Further, non-exempt employees who were required to report to work during the closure will be paid at the premium rate of 1.5 times their regular hourly rate for the hours worked in accordance with Board Policy DEA (Local).

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

RESOLUTION REGARDING CLOSURE OF SCHOOLS DUE TO HURRICANE NICHOLAS

WHEREAS, the Lamar Consolidated Independent School District (Lamar CISD or the District) Board of Trustees recognizes on September 14, 2021 a significant weather event occurred named Hurricane Nicholas; and,

WHEREAS, a major disaster declaration was approved for numerous adjacent counties by Governor Greg Abbott; and

WHEREAS, significant measures had to be taken to ensure the health, safety, and well-being of the staff, students and community surrounding Lamar CISD as well as to ensure the securing of District facilities; and,

WHEREAS, pursuant to cooperative efforts with state and local officials to potentially mitigate the impact of the storm on staff, students, and the surrounding community, the District closed schools and facilities for one (1) day, on Tuesday, September 14th, 2021; and,

WHEREAS, Lamar CISD will not need to make-up the missed instructional minutes because the weather closure did not exceed the additional instructional minutes embedded in the 2021-22 Instructional Calendar; and,

WHEREAS, the Board of Trustees of the Lamar CISD seeks to retain its employees and facilitate their return to duty; and,

WHEREAS, the Board of Trustees of the Lamar CISD finds that compensating employees for one (1) school day missed and not made up through a revised calendar serves an important public purpose in that continued retention of such employees shall enable the school district to efficiently resume educational activities; and,

WHEREAS, the Board of Trustees of the Lamar CISD determines that long-term substitutes, defined as substitutes who have worked or (preceding the closure) were scheduled to work consecutively in the same position for more than 10 days will be compensated at their regular daily rate of pay during the one (1) day of closure; and,

WHEREAS, the Board of Trustees of the Lamar CISD recognizes that some hourly, non-exempt employees worked during the one day of closure, and for their efforts, a public purpose exists in providing such employees additional compensation to the extent and in accordance with Board Policy DEA (Local) or other terms and conditions as may be approved by the Superintendent; and,

IT IS THEREFORE:

RESOLVED that the Board of Trustees of the Lamar CISD hereby authorizes the administration to compensate employees and long-term substitutes for one (1) school day when the District was closed (September 14, 2021), at their regular hourly rate of pay, according to the duty schedule they would have otherwise worked; and

FURTHER RESOLVED that the Board of Trustees of the Lamar CISD hereby authorizes the Superintendent, in his discretion and in accordance with Board Policy DEA (Local) or other terms and conditions as he deems necessary and appropriate, to provide additional compensation to hourly, non-exempt employees who worked at the District during the one (1) day closure due to Hurricane Nicholas.

Approved this 19th day of October 2021

By:

Attest:

Joy Williams, President

Joe Hubenak, Secretary

DISCUSSION OF ESSER III, PART I USE OF FUNDS PLAN

RECOMMENDATION:

That the Board of Trustees approve Administration's Use of Funds Plan for the first 2/3 (Part I) of Lamar CISD's ESSER III funding allocation of \$21,772,671.

IMPACT/RATIONALE:

The statutory intent and purpose of the American Rescue Plan Elementary and Secondary School Emergency Relief Fund (ARP Act) is to provide wrap-around services in light of the challenges of COVID-19. These one-time funds are intended to support a comprehensive learning recovery effort in Texas over the next three years. Due to federal requirements, two-thirds of the funds are available immediately under grants administered by the Texas Education Agency (TEA), with the final one-third to be distributed at a later date.

All recipients of these federal funds must adhere to certain requirements for eligibility to draw down the funds. One of those requirements is to post a Use of Funds Plan on their website that states how the district will use funds to implement Covid-19 prevention and deploy mitigation strategies to safely reopen and operate facilities for in-person learning, address learning loss, and spend the remaining ESSER funds.

Earlier this year, a few options were discussed by the Board Budget Committee to establish a focused approach to remedying the learning loss that resulted from the challenges of the Covid-19 pandemic and to mitigate further impact of the pandemic on student success. The acquisition of screening, assessment and curriculum software, the establishment of temporary stipend and pay categories, and other strategies will contribute to educational excellence in all functional areas of the District. The majority of the attached initiatives and stipends will be paid for under the District's ESSER funding plan, but some General Fund supplements are anticipated. More detailed information on the established plan will follow next month.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

Lamar CISD's Use of Funds Plan

- **Covid-19 prevention and mitigation:** Purchase disinfectant wipes for technology equipment and supplement the District's heightened cleaning regimen;

- **Addressing learning loss:** Funds in excess of the 20% requirement will be used for increased tutoring for direct, remedial student instruction, along with social/emotional support programming; additional funds will be used to provide behavioral supports for students with disabilities and those enrolled in special education courses as well as enhanced summer school programming;

- **Use of remaining funds:**
 - Software (for screening and assessment and curriculum) and virtual access to courses,
 - Instructional materials for all students (with designated materials directed toward Resource and Inclusion Classes/Special Education),
 - Substitute teacher costs and incentives,
 - Technology equipment for students,
 - Additional personnel units for Reading and Math at the secondary level,
 - Extra duty and other staff stipends and pay categories, and
 - Allocations to address funding shortfalls in the General Fund and the employee benefits plans.

DISCUSSION OF PHASE ONE ELEMENTARY NETWORK UPGRADE

RECOMMENDATION:

That the Board of Trustees approve the Phase One Elementary Network Upgrade from RockIT. The final scope is still in progress.

IMPACT/RATIONALE:

The District has approximately 1,000 network access switches that connect and power devices such as computers, printers, telephones and wireless access points. Many of these switches are old, failing, and obsolete and need to be replaced. This project will focus on elementary campuses. The timeline has been moved up due to network hardware supply chain issues.

PROGRAM DESCRIPTION:

RockIT offers these services through a TIPS cooperative purchasing contract. This project will be paid out of 2020 Bond funds dedicated to network upgrades.

Submitted by: Chris Juntti, Chief Operations Officer
David Jacobson, Executive Director of Technology
David Banks, Director of Network Services

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent