

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
JUNE 15, 2021
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Introductions
4. Public Comment
5. Approval of minutes
 - A. May 18, 2021 - Regular Board Meeting
6. Board members reports
 - A. Meetings and events
7. Superintendent reports
 - A. Meetings and events
 - B. Information for immediate attention
8. **ACTION ITEMS**
 - A. **Goal: Instructional**
 1. Consider approval of Interagency Program Agreement between Lamar Consolidated Independent School District and Behavior Treatment and Training Center (BTTC), Texana Center
 2. Consider approval of Interagency Program Agreement between Lamar Consolidated Independent School District and Richmond State Supported Living Center (RSSLC)
 3. Consider approval of Advise TX Partnership Agreement and Memorandum of Understanding with Texas A&M University
 4. Consider approval of an updated articulation agreement with Wharton County Junior College (WCJC) for the Certified Nurse Aid (CNA) course
 5. Consider approval of the Dual Credit Computer Science 1 course for the 2021-2022 school year
 6. Consider approval of the Memorandum of Understanding with the Texas Health and Human Services Commission
 7. Consider approval of the Memorandum of Understanding with the YMCA of Greater Houston
 8. Consider approval of CollegeCommunityCareer (CCC) Partnership Agreement and Memorandum of Understanding with CCC
 9. Consider approval of the Memorandum of Understanding between Partners For Good and Lamar Consolidated Independent School District for the 2021-2022 school year
 10. Consider approval of the 2021-2022 Student Handbook
 11. Consider approval of the Texas College Bridge Partnership and Data Sharing Agreement with GreenLight Credentials, LLC and the NROC Project
 12. Consider approval of the Memorandum of Understanding between Texana Center and the Lamar Consolidated Independent School District for the 2021-2022 school year
 13. Consider approval of an updated Dual Credit Partnership Agreement with Wharton County Junior College (WCJC) for technical dual credit
 - B. **Goal: Planning**
 1. Consider ratification of Financial and Investment Reports
 2. Consider approval of budget amendment requests
 3. Consider designation of Texas Association of School Board delegate and alternate to the 2021 Texas Association of School Boards (TASB) Fall Convention

4. Discussion and action on TASB Advocacy Agenda Call for Resolutions
 5. Consider approval of the Agreement with Memorial Hermann Community Benefit Corporation
 6. Consider approval of CenterPoint Energy electric aerial easement for Bernard Clifton Terrell, Jr. Elementary School
 7. Consider approval of professional surveying services for Bernard Clifton Terrell, Jr. Elementary School
 8. Consider approval of IDF air conditioning units for the orchestra technology data rooms at Navarro, Wessendorff, and Wertheimer Middle Schools
 9. Consider approval of Amendment #7 to the Interlocal Cooperation Contract with Texas General Land Office
 10. Consider approval of building technology systems for Fletcher Morgan, Jr. Elementary School
 11. Discussion and action on Budget Committee
 12. Consider approval of the purchase and installation of a HVAC chiller and associated equipment
9. **INFORMATION ITEMS**
- A. **Goal: Planning**
 1. Tax Collection Report
 2. Payments for Construction Projects
 3. Bond Update
 - a. 2014
 - b. 2017
 4. Lamar CISD Police Department Update
 5. Budget Workshop
 6. Transportation Update
 7. First Reading of proposed updates Board Policy BQB (LOCAL)
 - B. **Goal: Instructional**
 1. Lamar CISD Dyslexia Summary
 2. Canvas Update
10. **CLOSED SESSION**
- A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time _____)
 1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements (Information)
 - d. Reassignment of professional personnel (Information)
 2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
 3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

RECONVENE IN OPEN SESSION

**Action on Closed Session Items
Future Agenda Items
Upcoming Meetings and Events**

ADJOURNMENT: (Time _____)

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 10th day of June 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
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 18th day of May 2021, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

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

Members Present:

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

Others Present:

Thomas Randle	Superintendent
Kathleen Bowen	Chief Human Resources Officer
Chris Juntti	Interim Deputy Superintendent of Support Services
Jill Ludwig	Chief Financial Officer
Terri Mossige	Chief Academic Officer
Mike Rockwood	Deputy Supt. of Administrative Services & Leadership Development
Kevin McKeever	Executive Director of Facilities & Planning
Rick Morris	Attorney

BUSINESS TRANSACTED

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

2. OPENING OF MEETING

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

3. RECOGNIATIONS/AWARDS

a. Valedictorians and Salutatorians

Lamar Consolidated High School: Steve McWilliam, Valedictorian
Bernita Johnson, Salutatorian

Minutes of Regular Board Meeting May 18, 2021 – page 2

Terry High School:	Luis Garcia III, Valedictorian Ckyra Anthony, Salutatorian
Foster High School:	Brian Wu, Valedictorian Rahman Khandakar, Salutatorian
George Ranch High School:	Cameron Krouch, Valedictorian Stefan Pham, Salutatorian
Fulshear High School:	Julia Jensen, Valedictorian Yna Santiago, Salutatorian

b. Retiring Board Member

Ms. Kaminski was recognized for her 8 years of service on the board. She was presented with a plaque and a Lifetime Ambassador Award for her years of service.

Commissioner Vincent Morales presented Ms. Kaminski with a proclamation.

Ms. Kaminski thanked her fellow board members that have served with her.

4. INTRODUCTIONS

None

5. PUBLIC COMMENT

None

6. APPROVAL OF MINUTES

- A. APRIL 6, 2021 – SPECIAL MEETING**
- B. APRIL 13, 2021 – REGULAR BOARD MEETING**
- C. APRIL 27, 2021 – SPECIAL MEETING**

It was moved by Ms. Kaminski and seconded by Ms. Bronsell that the Board of Trustees approve the minutes of April 6, 2021 Special Meeting, April 13, 2021 Regular Board Meeting, and April 27, 2021 Special Meeting. The motion carried unanimously.

7. BOARD MEMBER REPORTS

a. Meetings and Events

Mr. Welch said he had a meet and greet for Dr. Nivens at Seabourne Creek Nature Park. He attended the Lamar Consolidated High and Terry High School car parades.

Ms. Danziger reported the Facilities Committee did not meet but wanted to report the status of projects in the District. She attended the Foster High School car parade. She also visited several schools with Dr. Nivens. She attended the last GCAASB Spring meeting and won a \$500 scholarship, and will be donating it to the District as a board scholarship.

Ms. Bronsell attended the Foster High School play.

Minutes of Regular Board Meeting May 18, 2021 – page 3

Mr. Hunt visited Fulshear High, Leaman Junior High, and Roberts Middle schools with Dr. Nivens.

Mrs. Williams said it was great to get back and tour the schools.

8. SUPERINTENDENT REPORTS

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

Dr. Randle said he signed his contract on May 9, 2001 to become the Superintendent of Lamar CISD. On May 18, 2021 he is serving as Superintendent at his last meeting. He said the last 20 years have been challenging and rewarding. He thanked Rubye and his family for their support, he could not have done it without them. He also thanked the 29 board members, and when Mr. Lambert is sworn in it will be 30, that he has worked with over the years and he appreciates their support. Especially this board for shepherding Lamar CISD through COVID and the challenges it has presented. He thanked Karen, the cabinet, district staff, teachers and students for reaching the top of Mount Everest a reality. He also thanked Dr. Nivens for accepting the challenge of taking the district to the next level. He is the right person at the right time to do this. It is his prayer that the Team of 8, board members and the new superintendent, will continue to keep kids first in all their decisions. It has truly been a pleasure serving the Lamar CISD family.

Ms. Bronsell thanked Dr. Randle for his time in the District and said it has been an honor to be on the Board with him.

Mr. Welch said one of the things he has come to appreciate about Dr. Randle is his steadiness. He as a taxpayer appreciates that he has been physically responsible with the public's money.

Mrs. Williams said as many of you know in October 2020 Dr. Randle announced his retirement as Superintendent after 20 years. We realized that Dr. Randle has attended more than 500 board meetings. She wanted to take a moment to thank him for his service and highlight his tenure. Dr. Randle is a pillar of this community and his impact on community members, staff, parents, and most importantly students reaches far beyond the boundaries of the District. During his time at Lamar CISD, he has developed trusting relationships with the community and families. He has created a culture of collaboration amongst staff and encouraged thousands of students to reach their full protentional. He is true student-centered leader. On behalf of the Board of Trustees, she wanted to once again thank Dr. Randle for his dedication to Lamar CISD, we look forward to seeing you around our campuses and wish him all the best in the future.

9. A GOAL: PLANNING

9. A-1 Issuance of Election Certificate to Newly Elected Trustees

Each newly elected trustee was issued an Election Certificate.

9. A-2 Completion of Statement of Elected Officer

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

Minutes of Regular Board Meeting May 18, 2021 – page 4

9. A-3 Administer Oath of Office to Newly Elected Trustees

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

RECESS

The Board recessed at 7:38 p.m.

The meeting reconvened at 7:51 p.m.

Ms. Kaminski left the meeting, and Mr. Lambert took his seat at the board table.

ACTION ITEMS FOR CONSENT OF APPROVAL: 9. A-5 – 9. A-9; 9. A-11 – 9. A-20; 9. A-22 – 9. A-24; 9. B-1 – 9. B-3; 9. C-2; and 9. D-1.

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

9. A GOAL: PLANNNG

9. A-5 Ratification of Financial and Investment Reports

Ratified the Financial and Investment Reports as presented.

9. A-6 Approval of budget amendment requests

Approved budget amendment requests. (See inserted pages 4-A – 4-B.)

9. A-7 Approval of purchase agreement for TASB Energy Cooperative Member Purchasers Fixed-Rate Transportation Fuel Program

Approved the Purchase Agreement for TASB Energy Cooperative Member Purchasers Fixed-Rate Transportation Fuel Program and authorized the superintendent to negotiate and execute the Purchase Agreement.

9. A-8 Approval of Interlocal Agreement with Education Service Center Region 19 (ESC-R19) Allied States Cooperative

Approved an interlocal participation agreement to join the Education Service Center Region 19 (ESC-R19) Allied States Cooperative (ASC). (See inserted pages 4-C – 4-E.)

9. A-9 Approval of purchase of kitchen equipment upgrades for Lamar Consolidated High and Lamar Junior High schools

Approved the purchase of kitchen equipment upgrades at Lamar Consolidated High and Lamar Junior High schools with Kommercial Kitchens for an amount not to exceed \$195,133.

9. A-11 Ratification of donations to the district, including, but not limited to:
a. Campbell Elementary School
b. Dickinson Elementary School
c. Lindsey Elementary School

- d. Meyer Elementary School**
- e. Wessendorff Middle School**

Ratified donations to the District.

9. A-12 Approval of architect contract for the renovations at Austin Elementary, Huggins Elementary, Meyer Elementary, Taylor Ray Elementary, Navarro Middle, and Seguin Early Childhood Center

Approved PBK Architects for the design of the Austin Elementary, Huggins Elementary, Meyer Elementary, Taylor Ray Elementary, Navarro Middle, and Seguin Early Childhood Center renovations and allowed the Superintendent to begin contract negotiations.

9. A-13 Approval of architect contract for Bernard Clifton Terrell, Jr. Elementary School

Approved VLK Architects for the design of Bernard Clifton Terrell, Jr. Elementary School and allowed the Superintendent to begin contract negotiations.

9. A-14 Approval of architect contract for the District Network Closet upgrades

Approved ERO Architects for the design of the districtwide network closet upgrades and allowed the Superintendent to begin contract negotiations.

9. A-15 Approval of architect contract for the new Lamar CISD Police Station

Approved PBK Architects for the design of the Lamar CISD Police Station and allowed the Superintendent to begin contract negotiations.

9. A-16 Approval of architect contract for the additions of orchestra rooms for Foster High, Briscoe Junior High, Fulshear High, Leaman Junior High, George Ranch High, and Reading Junior High schools

Approved PBK Architects for the design of the orchestra room additions at Foster High, Briscoe Junior High, Fulshear High, Leaman Junior High, George Ranch High, and Reading Junior High schools and allowed the Superintendent to begin contract negotiations.

9. A-17 Approval of architect contract for the renovations at Beasley Elementary, Bowie Elementary, and Jackson Elementary schools

Approved CORGAN for the design of the renovations to Beasley Elementary, Bowie Elementary, and Jackson Elementary schools and allowed the Superintendent to begin contract negotiations.

9. A-18 Approval of architect contract for the renovations at Dickinson Elementary, Campbell Elementary, and Williams Elementary schools

Approved Joiner Architects, Inc. for the design of the renovations to Dickinson Elementary, Campbell Elementary, and Williams Elementary schools and allowed the Superintendent to begin contract negotiations.

Minutes of Regular Board Meeting May 18, 2021 – page 6

9. A-19 Approval of architect contract for the renovations at Terry High and George Junior High schools

Approved VLK Architects for the design of the renovations at Terry High and George Junior High schools and allowed the Superintendent to begin contract negotiations.

9. A-20 Approval of impact fees to the City of Richmond for water and wastewater to Maxine Phelan Elementary School

Approved the impact fees to the City of Richmond in the amount of \$127,423 for Maxine Phelan Elementary School.

9. A-22 Approval of fiber data connection for the Alternative Learning Center

Approved Pure Speed Lightwave for fiber data connection to the Alternative Learning Center in the amount of \$4,223.73 and authorized the Board President to execute the agreement. (See inserted page 6-A.)

9. A-23 Approval of network fiber connections for Maxine Phelan Elementary School

Approved the installation of network fiber connections for Maxine Phelan Elementary School in the amount of \$38,640 from PS Lightwave.

9. A-24 Approval of geotechnical study for Ag Barn No. 3

Approved Terracon for the geotechnical study for Ag Barn No. 3 in the amount of \$6,200 and authorized the Board President to execute the agreement. (See inserted pages 6-B – 6-N.)

9. B GOAL: INSTRUCTIONAL

9. B-1 Approval of the 2021-2022 Memorandum of Understanding for the operation of Fort Bend County Alternative School, a Juvenile Justice Alternative Education Program

Approved the Memorandum of Understanding (MOU) between the Fort Bend County Juvenile Board, Lamar Consolidated Independent School District, Needville Independent School District, and Katy Independent School District to operate a Juvenile Justice Alternative Education Program (JJAEP) known as Fort Bend County Alternative School (FBCAS) in Rosenberg for the 2021-2022 school year. (See inserted pages 6-O – 6-Y.)

9. B-2 Approval of the 2021-2022 agreement for Educational Services between Lamar Consolidated Independent School District and Fort Bend County Juvenile Detention Center

Approved the Memorandum of Understanding for Education Services at Fort Bend County Juvenile Detention Center (FBCJDC) for the 2021-2022 school year. (See inserted pages 6-Z – 6-GG.)

9. B-3 Adoption of the Morgan Elementary School mascot and school colors

Approved Panthers as the mascot and purple, white, and grey as the school colors for Morgan Elementary School.

Minutes of Regular Board Meeting May 18, 2021 – page 7

9. C GOAL: TECHNOLOGY

9. C-2 Approval of districtwide computer refresh

Approved Dell to provide services, hardware, and software and CDWG to provide software to facilitate the districtwide Computer Refresh project in the amount of \$755,570.80.

9. D GOAL: PERSONNEL

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

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

9. A GOAL: PLANNING

9. A-4 Consider approval of nomination of candidates for positions on the Texas Association of School Boards (TASB) Board of Directors

No action taken.

9. A-10 Consider approval of request for 2021 Historic Site Exemption Qualification for the Simonton School

Mrs. Williams asked if this meets the qualifications for an exemption. Ms. Ludwig said yes it meets the Central Appraisal Districts requirements. Mrs. Williams asked if there are any changes over last year. Ms. Ludwig said there are no changes, this is the residential piece of that property. Ms. Bronsell asked if we approved this last year. Ms. Ludwig said we did not.

It was moved Mr. Welch and seconded by Mr. Hubenak that the Board of Trustees approve the 2021 Historic Site Exemption Qualification for Simonton School.

Mr. Welch asked why we have not approved this in the past. Dr. Randle said one of the big concerns is it being a residential home as well as a historic site. Mr. Welch stated that they meet the qualifications as a historic site. Ms. Bronsell said most historic sites do not have a residence in them.

All members were opposed. The motion failed.

9. A-21 Consider approval of Fort Bend County Municipal Utility District No. 216 rate order and fees for Fletcher Morgan, Jr. Elementary School

It was moved by Ms. Danziger and seconded by Mr. Hunt that the Board of Trustees approve the rate order tap and inspection fees of the Fort Bend County MUD No. 216 for Fletcher Morgan, Jr. Elementary School and approve the payment in the amount of \$368,880.74 and authorize the Board President to execute the agreement.

Mr. Lambert asked about the wording where it says LCISD is responsible for any and all additional fees and/or costs that may become due pursuant to the District's Rate Order. He asked if there is any protection built in for arbitrary fees that may come up if things do go sideways. Mr. McKeever said these law offices draw up this type of

Minutes of Regular Board Meeting May 18, 2021 – page 8

verbiage. He said if it is something that is specific to the school district, we have been hit with additional fees for our share only.

The motion carried unanimously.

9. A-25 Discussion of beer and wine permit at convenience store near school district property

It was moved by Ms. Bronsell and seconded by Mr. Lambert that the Board of Trustees delegate authority to the Superintendent to execute a letter of no opposition to the requestor's request for a beer and wine permit. The motion carried unanimously.

9. C GOAL: TECHNOLOGY

9. C-1 Consider approval of districtwide iPad refresh

It was moved by Mr. Hubenak and seconded by Mr. Welch that the Board of Trustees approve Apple Inc. to provide iPads and cases in the amount of \$627,157 for the districtwide iPad refresh project.

Mr. Lambert asked happens to the old iPads. Mr. Jacobson said we work with two different vendors and get money for old iPads. After so many years Apple will not allow devices to load operating system updates. Mr. Lambert asked if we could pass those off to students in the District. Ms. Ludwig said it would be a gift of public funds, we are not allowed to give them away. The motion carried unanimously.

10. INFORMATION ITEMS

10. A GOAL: INSTRUCTIONAL

10. A-1 Digital Scholars Program

Dr. Mossige presented to the Board.

10. B GOAL: PLANNING

10. B-1 Tax Collection Report

10. B-2 Lamar CISD New Money Bond Sale, 2020 Bond Referendum

10. B-3 Payments for Construction Projects

10. B-4 Bond Update

a. 2014

b. 2017

10. B-5 Lamar CISD Police Department Update

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

Minutes of Regular Board Meeting May 18, 2021 – page 9

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements (Information)
 - d. Consider renewals for late hires
 - e. Reassignment of professional personnel (Information)
 - f. Elect Board Officers to serve from May 2021 to May 2022
 - g. Superintendent Retirement Agreement
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 8:31 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 9:29 p.m.

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

It was moved by Mr. Hunt and seconded by Mr. Lambert that the Board of Trustees approve renewal of contracts for administrators and non-administrators who are late hires. The motion carried unanimously. (See inserted page 9-A.)

11. A-1(g) Superintendent Retirement Agreement

It was moved by Ms. Danziger and seconded by Mr. Welch that the Board of Trustees approve the Superintendent Retirement Agreement. The motion carried unanimously.

11. A-1(f) Elect Board Officers to serve from May 2021 to May 2022

Board President

Ms. Bronsell nominated Joy Williams as board president of the Lamar CISD Board of Trustees. There were no other nominations.

Ms. Williams will serve as the board president from May 2021 to May 2022.

Board Vice President

Ms. Danziger nominated Alex Hunt as board vice president of the Lamar CISD Board of Trustees. There were no other nominations

Mr. Hunt will serve as the board vice president from May 2021 to May 2022.

Minutes of Regular Board Meeting May 18, 2021 – page 10

Board Secretary

Mr. Hunt nominated Joe Hubenak for board secretary of the Lamar CISD Board of Trustees. There were no other nominations.

Mr. Hubenak will serve as the board secretary from May 2021 to May 2022.

12. A-1

Consider Authorization to use current facsimile plates

It was moved by Mr. Hubenak and seconded by Ms. Bronsell that the Board of Trustees authorize the use of the current Board approved signatures on all checks drawn on District accounts for the maximum of 90 days to allow the Administration time to order new facsimile signature plates for the President of the Board, Joy Williams, and the Secretary of the Board, Joe Hubenak. The motion carried unanimously.

FUTURE AGENDA ITEMS

Update on Dyslexia Program

UPCOMING MEETINGS AND EVENTS

Graduations

ADJOURNMENT

The meeting adjourned at 9:34 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Joy Williams
President of the Board of Trustees

Joe Hubenak
Secretary of the Board of Trustees

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

RECOMMENDATION:

That the Board of Trustees approve the Interagency Program Agreement between Lamar Consolidated Independent School District and the Behavior Treatment and Training Center (BTTC), Texana Center for the 2021-2022 school year.

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

The Agreement with Texana Center governs the responsibilities of both BTTC and Lamar CISD staff. The current agreement is being recommended to govern responsibilities for the 2021-2022 school year and provides a system for Lamar CISD/BTTC teachers to assist other district teachers in the areas of autism and use of behavioral analysis in instruction. Severely retarded and behaviorally disturbed children, usually 10-12 in number, reside at BTTC with an average length of stay between 3 and 6 months. Due to the severity of needs demonstrated by the students, services are provided to these students at the BTTC.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Tiffany Mathis, Executive Director of Special Education

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

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

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

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

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

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

I.

ELIGIBILITY

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

II.

RESPONSIBILITIES OF THE BTTC/TEXANA

BTTC/Texana agrees to:

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

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

- 1. Dental services

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

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

III.

RESPONSIBILITIES OF THE DISTRICT

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

- D. Make available a six-hour instructional day in the least restrictive environment with any variation determined by the ARD/IEP Committee. Utilize a variety of instructional settings to meet student needs including District classes off the BTTC/Texana campus, classes on BTTC/Texana campus. Resolve conflicts between ARD/IEP and IDT Committee decisions through a joint committee meeting.
- E. Coordinate services of the District's Individual Education Plan (IEP) of active treatment.
- F. Communicate necessary information regarding student education daily or as needed to Texana staff.
- G. Provide the related services that the ARD deems necessary for the provision of appropriate instructional services. Services include but are not limited to direct and/or consultative services in the areas listed below:
 - 1. Speech and Language therapy
 - 2. Occupational therapy
 - 3. Physical therapy
 - 4. Adaptive equipment
 - 5. Psychological services
 - 6. Diagnostic services
 - 7. Orientation and Mobility training
 - 8. Special transportation for District students as appropriate
 - 9. Counseling
- H. Collaborate with BTTC/Texana in the Teacher Training Partnership to increase teacher skills in serving students with severe behavioral disabilities.
- I. Inform BTTC/Texana regarding District attendance policies. Minimize removal from instruction, enacting emergency removal only for health and safety reasons.
- J. Follow all federal and state requirements governing the development and implementation of the IEP, District policy, and mutually agreed upon guidelines for the implementation of this agreement.

IV.

CONSULTATION BETWEEN PARTIES

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

V.

LIMITATIONS

It is understood that the educational program, which is the subject of this agreement, will be

offered in accordance with each student's IEP and the District's school calendar designating holidays. Both parties concur that the District agrees to provide education services only under the terms in this agreement. The District assumes no responsibility for students upon dismissal from residence at BTTC/Texana unless the student is or becomes a resident of the District. The terms of this Agreement constitute the total agreement between the District and BTTC/Texana.

VI.

TERM

This Agreement shall be effective beginning August 2021, upon execution by both parties, and shall continue in full force and effect through July 2022. If the agreement made in this Agreement is to be continued beyond July 2022, a new Agreement will be executed.

VII.

PROVISION FOR OTHER AGREEMENTS

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

VIII.

AMENDMENTS

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

IX.

BINDING ON SUCCESSORS

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

X.

LEGALITY

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

XI.

CONFIDENTIALITY

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

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

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

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

ATTEST:

Texana Center

Lamar Consolidated Independent School District

George Patterson, CEO

Dr. Roosevelt Nivens, Superintendent

THE STATE OF TEXAS
COUNTY OF _____

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

Notary Public in and for _____, Texas

My commission Expires:

THE STATE OF TEXAS
COUNTY OF FORT BEND

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

Notary Public in and for Fort Bend County, Texas

My commission Expires:

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

RECOMMENDATION:

That the Board of Trustees approve the Interagency Program Agreement between Lamar Consolidated Independent School District and Richmond State Supported Living Center (RSSLC) for the 2021-2022 school year and authorize the Superintendent to execute the agreement.

IMPACT/RATIONALE:

Lamar CISD is required to educate all school age children who reside within district boundaries, regardless of where the parent or guardian resides. Though the numbers of school age residents at RSSLC has declined since 1987, some children continue to be placed at RSSLC. The 2020-21 school year was an exception and we did not enroll any students. Current revenue to educate these students includes special education contact hours and special education federal funds.

PROGRAM DESCRIPTION:

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

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Tiffany Mathis, Executive Director of Special Education

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

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

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

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

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

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

I.

ELIGIBILITY

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

II.

RESPONSIBILITIES OF THE STATE SUPPORTED LIVING CENTER

State Supported Living Center agrees to:

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

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

1. Dental services
2. Training and habilitation services

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

the District.

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

III.

RESPONSIBILITIES OF THE DISTRICT

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

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

- L. Follow all federal and state requirements governing the development and implementation of the IEP, District policy, and mutually agreed upon guidelines for the implementation of this agreement.

IV.

CONSULTATION BETWEEN PARTIES

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

V.

LIMITATIONS

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

VI.

TERM

This Agreement shall be effective beginning August 2021, upon execution by both parties, and shall continue in full force and effect through July 2022. If the agreement made in this Agreement is to be continued beyond July 2022, a new Agreement will be executed.

VII.

PROVISION FOR OTHER AGREEMENTS

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

VIII.

AMENDMENTS

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

IX.

BINDING ON SUCCESSORS

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

X.

LEGALITY

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

XI.

CONFIDENTIALITY

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

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

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

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

ATTEST:

Richmond State Supported Living Center

Lamar Consolidated Independent School District

RSSLC Representative

Dr. Roosevelt Nivens, Superintendent

THE STATE OF TEXAS
COUNTY OF _____

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

Notary Public in and for _____, Texas

My commission Expires:

THE STATE OF TEXAS
COUNTY OF FORT BEND

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

Notary Public in and for Fort Bend County, Texas

My commission Expires:

**CONSIDER APPROVAL OF ADVISE TX PARTNERSHIP AGREEMENT AND
MEMORANDUM OF UNDERSTANDING WITH TEXAS A&M UNIVERSITY**

RECOMMENDATION:

That the Board of Trustees approve a Partnership Agreement and Memorandum of Understanding (MOU) with Texas A&M University (TAMU) for the Advise TX program with Lamar CISD.

IMPACT/RATIONALE:

TAMU will provide two advisers from the Advise TX program. One for Terry High School and one to Lamar Consolidated High School.

The Advise TX program has three main goals:

1. Increase the college-going rate at partner high schools.
2. Expand the range of colleges and universities to which students apply and in which they enroll.
3. Assist principals, counselors, and teachers in fostering a college-going culture.

PROGRAM DESCRIPTION:

TAMU and the District will join in a MOU for the Advise TX College Advising Corps Program. Advise Texas, housed at TAMU, places recent college graduates of the university as college advisers in high schools state-wide. Advisers work in collaboration with high school counselors, teachers, and administrators to:

- Increase college-going rates in the high schools they serve.
- Provide admissions and financial aid advising to students and their families through one-on-one and group sessions that help students identify colleges that will serve them best.
- Assist in the completion of their admissions and financial aid applications, as well as enroll successfully at the college or university they eventually choose.

The program shall be conducted during the 2021 – 2022 school year. The cost of this program is \$12,500 for each high school campus equaling \$25,000 per year, which will be paid to Texas A&M University.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Dr. Jon Maxwell, Executive Director of Student Programs
 Lindsey Troutman, Director of College & Career Readiness

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

Texas A&M Chapter of Advise TX Memorandum of Understanding

among

Texas Higher Education Coordinating Board, Texas A&M University, and Lamar Consolidated Independent School District

Parties

This is a Memorandum of Understanding (“MOU”) among the Texas Higher Education Coordinating Board (“THECB”), Texas A&M University (“University”), and Lamar Consolidated Independent School District (hereafter referred to as “Lamar CISD” and/or the “high school”) relating to the Advise TX College Advising Corps program (hereafter sometimes referred to as “The Advise TX program”, “Advise TX”, or as “the project”).

THECB is understood, for the purposes of requesting information necessary for the implementation of this MOU, to include the Texas Higher Education Coordinating Board and its officers, employees, designated Advise TX contractors, designated Advise TX grantees, and other designated Advise TX agents (which include Texas A&M University, the College Advising Corps (“CAC”), and CAC’s contracted evaluation team).

Lamar CISD and/or the high school(s) is understood, for the purposes of this MOU, to include:

B.F. Terry High School and Lamar Consolidated High School

Collectively hereinafter the parties to this MOU will be referred to as “Parties” or, individually, as “Party.”

Statement of Purpose and Services to be Performed

The Advise TX program is housed at chapter public and private colleges and universities across the state, including at Texas A&M University. Advise TX is a program administered by the THECB which implements the CAC program model of placing recent college graduates as full-time “near-peer” advisers in targeted Texas high schools (“Advisers”). Through grant funds provided by THECB, the University employs advisers and project staff to carry out the project. Advise TX is an education program as defined in 34 CFR § 99.3. THECB has awarded funds to Texas A&M University for the 2021-2023 academic year to continue the Advise TX program at high schools throughout the state, including at high schools in Lamar CISD. The Texas A&M University Office of Admissions serves as the University representative office for this program

Advisers work in collaboration with high school counselors, teachers, and administrators to increase college-going rates in the high schools they serve. Advisers provide admissions and financial aid advising to students and their families through one-on-one and group sessions that 1) help students identify colleges; 2) complete their admissions and financial aid applications; and 3) with the enrollment process at the college or university of student’s choice. The Parties agree that the Advisers are school officials pursuant to 34 CFR § 99.31(a)(1)(i)(B). The Advise TX program has three main aims: to increase the college enrollment rate at partner high schools; to expand the range of colleges and universities to which students apply and in which they enroll; and to assist principals, counselors, and teachers with fostering a culture where students pursue higher education.

One of the purposes of this MOU is to provide and appoint one Adviser (subject to funding availability) from the Advise TX College Advising Corps to each of the Lamar CISD high schools identified herein.

THECB, the University, the Lamar CISD, and each participating high school in the Lamar CISD agree to the following three main goals/aims during the project:

1. Work collaboratively to develop and implement programs and services that (a) foster access to postsecondary education and (b) include all students who wish to participate and who work in good faith to do so.
2. Work collaboratively to (a) outline current school-based efforts to foster access to postsecondary education; (b) review Advise TX programs and services to ensure that they complement and extend these existing efforts; and (c) establish clear and mutually agreeable timelines for the implementation of Advise TX programs and services.

3. See the Adviser as an enthusiastic, sympathetic, and well-trained resource for students, but not as an expert on college access or success.

An additional purpose of this MOU is to set forth the terms and conditions under which Lamar CISD will permit THECB, the University, and the Advisers to access and/or otherwise use student record data collected by Lamar CISD which contains Personally Identifiable Information (“PII”), as defined in 34 CFR § 99.3 and is therefore subject to the Family Educational Rights and Privacy Act (“FERPA”), 20 USC § 1232g (such PII is herein referred to as “FERPA Data”). Lamar CISD’s disclosure of FERPA Data to THECB, the University, and the Adviser will be for the purposes of (1) THECB and the University conducting an ongoing program evaluation pursuant to 20 USC § 1232g(b)(1)(C), (b)(3), and (b)(5); 34 CFR § 99.35 (“the Audit and Evaluation exception”) and (2) the Advisers performing an institutional service or function for which the Lamar CISD high schools would otherwise use employees pursuant to 20 USC § 1232g(b)(1)(A); 34 CFR 99.31(a)(1) (“the School Officials Exception”).

The University agrees to the following terms during the project:

1. Identify, recruit, and appoint one Adviser to serve each of the Lamar CISD high schools identified herein for an average of 40 hours per week for the period of August 16, 2021 – June 15, 2023.
2. Provide necessary and ongoing training, support, and professional development that will allow the Adviser to fulfill his or her responsibilities to the high school and its students, including to ensure the Adviser complies with the FERPA provisions in this MOU.
3. Provide assurance that all employees, subcontractors and volunteers of Advise TX who have contact with students have passed a criminal history background check current within the last year.
4. Employ an Advise TX Program Director who will (a) supervise the appointed Adviser, meeting with him or her regularly to discuss job performance and develop strategies for improvement; (b) work closely with the high school on-site liaison assigned by the Lamar CISD and/or the high school to assess the relationship between the appointed Adviser and the high school so that the Adviser is effectively serving the high school students and advancing the three main aims of Advise TX; (c) engage in frequent dialogue with partner high school around strategic collaboration and to assess progress towards the goals; (d) re-evaluate the work plan and make adjustments as needed but at least on an annual basis; (e) serve as the main liaison between the high school principal and Advise TX, meeting at least twice per year to review the collaboration and ensure that its goals are being met; (f) work with the on-site high school liaison to establish a mutually agreeable work schedule for the Adviser; and (g) visit the school at least twice per academic year. In the event that services must be performed remotely, due to school closure, and/or health and safety concerns, a schedule will be established between the on-site liaison, Advise TX Program Director, and Adviser to assist high school students virtually.
5. Remain open to address any issues or concerns that may arise.
6. Share relevant data and research with the Lamar CISD and the high school, as the Lamar CISD and the high school may request as consistent with FERPA and the FERPA provisions in this MOU. Share relevant data and research with THECB and CAC, as THECB may request as consistent with FERPA and the FERPA provisions in this MOU.
7. Manage the administration and pay the full salary and benefits of the Adviser.
8. Provide funding support, as funding is available, to the appointed Adviser for reasonable expenses associated with Advise TX programs and services. Reasonable expenses include office supplies, photocopies, incentives for students (such as food), or college field trip costs (as consistent with federal cost circulars).
9. Work in good faith to identify funding opportunities that will sustain the collaboration between the University, the Lamar CISD and the high school beyond the current term.
10. Keep any and all student-level data provided by the Lamar CISD and the high school to the University and to the Adviser strictly confidential, in accordance with applicable local, state, and federal law, including as consistent with FERPA and the FERPA provisions in this MOU
11. Require the participation of the assigned Adviser in Advise TX activities, (for example, Advise TX training and professional development) with consideration to minimize the amount of time Advisers are absent while the high school is in session, during the regularly scheduled term period of service specified below.
12. Advise TX will adhere to all local, state, and federal orders, and Lamar CISD safety guidelines related to the COVID-19 pandemic and must wear personal protective face coverings, wash their hands often for 20 seconds or more (or use hand sanitizer with 60-95% alcohol content), and practice social distancing per CDC guidelines.

The Lamar CISD and/or high school agrees to the following terms during the project:

1. Welcome the assigned Adviser and work actively to facilitate their entry into the school community by treating them as a professional member of the school.
2. Establish and maintain clear lines of communication with the Adviser and Advise TX Program Director in regards to staff policies, procedures, and expectations with which the Adviser is expected to comply (including any relevant FERPA policies).
3. Designate within each high school a Site Liaison to (a) serve as the Adviser's primary resource and advocate within the high school, facilitating the Adviser's integration into the life of the high school and providing appropriate advice and counsel; (b) work closely with the Advise TX Program Director to assess the relationship between the appointed Adviser and the high school so that the Adviser is effectively serving the high school students and advancing the three main aims of the Advising Corps; (c) participate in Adviser's annual evaluation; (d) work with the Advise TX Program Director to establish a mutually agreeable work schedule for the Adviser in accordance with the high school's regularly scheduled term period beginning on August 16, 2021 and ending June 15, 2023; (e) engage in frequent dialogue with Advise TX Program Director around strategic collaboration and to assess progress towards the goals; (f) re-evaluate the work plan and make adjustments as needed but at least on an annual basis; and (g) serve as the main liaison between the principal of the high school and the Advise TX Program Director, meeting at least twice a year to review the partnership and ensure that its goals are being met.
4. Maintain the existing staffing level of the guidance/counseling department and not make any staffing modifications suggesting the replacement of a counselor or counseling position with an Advise TX Adviser.
5. Allow the Adviser to use CAC data collection and service tools in the high school as consistent with FERPA and the FERPA provisions in this MOU.
6. Supply THECB and the University (including its Advisers and project staff) reasonable access to student-level data (name, date of birth, and year of graduation) for the purposes of advising, grant reporting, and program evaluation as consistent with FERPA and the FERPA provisions in this MOU.
7. Provide the University (including its Advisers) access to the ApplyTexas Counselor Suite for the purposes of effectively advising students.
8. Provide the University (including its Advisers and project staff) access to student transcripts and schedules, either electronically or in hard copy, for the purposes of effectively advising students as consistent with FERPA and the FERPA provisions in this MOU.
9. Work to integrate the Advise TX program with existing college access and guidance efforts at the high school.
10. Ensure Adviser is not arbitrarily assigned duties unrelated to his/her work plan such as clerical or manual labor or expected to fill temporary personnel shortages or assume *ad hoc* assignments (such as hall or cafeteria monitoring, supervising classrooms, monitoring testing, etc).
11. Ensure Adviser does not administer or serve as a proctor for any State or TSI-mandated testing (EOC/STAAR/ACCUPLACER/THEA/COMPASS, etc.)
12. Provide dedicated and appropriate working/meeting space for the Adviser, including a district computer with log-in access, a designated computer with internet access and ready access to phone and voicemail, fax, photocopier, and printer.
13. Provide the Adviser with a comprehensive high school orientation, with introductions to key staff, teachers, and administrators.
14. Provide assistance to the University (including its Adviser and project staff) with the coordination and administration of Advise TX surveys of high school students.
15. Ensure Adviser does not serve as the liaison to and/or provide direct supervision to other external partner college-access programs on behalf of the high school.

Purpose and Description of Program Evaluation to be Conducted

1. To determine the efficiency and success of the Advise TX program, the program shall be evaluated on an ongoing basis by THECB (including through its designated agent, CAC's contracted evaluation team). The results of the evaluation may be used to, among other things, improve and modify the Advise TX program. Such evaluations will enable all project participants to spur higher levels of college enrollment. The evaluation will include the following:
 - comprehensive compilation and analysis of direct outcomes for the Advise TX program

- comparative analysis of college-going rates between control schools and program-participating schools
 - assessment of increased scholarship dollars for universities and students
 - analysis and assessment of college preparation activities undertaken by high school students
 - identification of success factors that contribute to increased college-going rates and improved school morale
 - examination of the relationship between student grades, class schedules, and college enrollment
 - a qualitative and quantitative study of student awareness regarding higher education
2. For the purpose of carrying out the Advise TX evaluation, FERPA Data may need to be collected by the Lamar CISD and/or high school and disclosed to THECB as further described in the “FERPA Compliance” provision within this MOU.

FERPA Authorized Representatives and Adviser Serving as School Official

1. This MOU serves as a written agreement to designate authorized representatives, as defined in 34 CFR § 99.3, of a local educational authority, 20 USC § 7801(26)(A), to access FERPA Data in connection with an audit or evaluation of a Federal or State supported education program, as permitted by FERPA federal regulations 34 CFR § 99.35.
2. The Lamar CISD and/or high school, a local educational authority, hereby designates THECB, including its officers, employees, designated Advise TX contractors, designated Advise TX grantees (e.g., the University), and other designated Advise TX agents (e.g., CAC and CAC’s contracted evaluation team), as its authorized representatives under FERPA.
3. THECB, as an authorized representative of Lamar CISD, shall have access to the student education records of Lamar CISD pursuant to the policies and restrictions identified in the “FERPA Compliance” provision within this MOU.
4. This MOU also serves as a written agreement articulating the Adviser’s role as a school official for the Lamar CISD and/or high school, as permitted by FERPA federal regulations 34 CFR 99.31(a)(1).

FERPA Compliance

1. The Parties agree and understand that this MOU is to be strictly construed to comply with FERPA, particularly the Audit and Evaluation and the School Officials exceptions, at all times. At a minimum, the following terms and conditions will apply to all FERPA Data disclosed by Lamar CISD to THECB or the Adviser pursuant to this MOU:
 - For data disclosed to THECB, data will be collected and managed through an evaluation team contracted by the CAC, Texas A&M University College Advising Corps’ umbrella organization.
 - Data to be collected will include, but not necessarily be limited to: baseline information on the school, including college matriculation rates and student attainment of intermediary college enrollment goals (such as percent taking college entrance exams and FAFSA applications); information on enrolled students during program implementation, including identifying information (such as student name, date of birth, grade level/graduation year, grades, test scores on college entrance exams, and student schedules), intermediary goals, and college enrollment; and information on services provided to students. At the school level, the Adviser will collect data to help target and track services and evaluate the program’s success.
 - By disclosing PII from education records to THECB or the Adviser, Lamar CISD in no way assigns ownership of this data to an authorized representative or the Adviser.
 - For data disclosed to THECB, THECB shall ensure that FERPA Data is accessed by or disclosed to THECB only for the purposes of THECB conducting the program evaluation, the Advisers conducting their project work, and/or for effectuating necessary services related to the performance of the MOU. THECB shall ensure that the evaluation is conducted in a manner that does not permit FERPA Data to be accessed, disclosed, or otherwise used by anyone other than Lamar CISD and/or high school or THECB officers, employees, designated Advise TX contractors, designated Advise TX

grantees, and other designated Advise TX agents with legitimate interests in the evaluation of Advise TX or with legitimate educational interests.

- For data disclosed to THECB, THECB shall ensure that THECB officers, employees, designated Advise TX contractors, designated Advise TX grantees and other designated Advise TX agents obtain access to only those FERPA records in which they have legitimate interests and only after executing an agreement to maintain FERPA-compliant confidentiality of all data provided. Confidentiality of the data shall be maintained by THECB at all times to preclude personal identification of students who are the subject of the evaluation. All results of data analysis will be reported in aggregate. THECB shall never publically disclose or publish data in such a way that would allow individual students to be identified.
- THECB shall promptly notify Lamar CISD of any security breach that results in unauthorized access to any FERPA Data disclosed to THECB.
- THECB shall securely destroy all FERPA Data disclosed to it and all copies of FERPA Data in any format in THECB's possession once the FERPA Data is no longer needed for the evaluation for which the data was obtained or for the Advisers' work, based on appropriate federal guidelines.

2. The Parties agree to amend this MOU as necessary to comply with applicable amendments to FERPA, including the Audit and Evaluation exception, as required to ensure that the Parties remain in compliance with FERPA.

Term of MOU

This MOU begins July 1, 2021 and shall terminate on July 31, 2023.

Legal Compliance and Right to Audit

The Parties shall comply with all applicable federal, state, and local laws and regulations. The Parties understand that acceptance of funds under this MOU acts as acceptance of the authority of the State Auditor's office, THECB or any successor agency, as well as any external auditors selected by the State Auditor's office, THECB or any auditors selected by the United States to conduct an audit or investigation in connection with those funds. The Parties further agree to cooperate fully in the conduct of the audit or investigation, including promptly providing all records requested.

Sovereign Immunity

The Parties stipulate and agree that no provision of, or any part of this MOU or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.

Applicable Law

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

Dispute Resolution

The Parties shall work together in good faith and in a timely manner to resolve disputes that might develop pursuant to the program under this MOU.

Trademark

The Parties certify and acknowledge that the Advise TX® and the Advise TX College Advising Corps® word marks and logos are the trademarks or registered trademarks of THECB. The University and Lamar CISD are responsible for including the trademark registration notice (®) on the trademarks.

Amendments

This MOU may be modified only by written amendment executed by the Parties hereto.

Termination or option to individually opt out of program participation

THECB may, by written notice to the Parties, immediately terminate this MOU for cause if any of the Parties fails to comply fully with any term or condition of this MOU, through no material fault of THECB. THECB may also terminate this MOU if project funding should become reduced, depleted, or otherwise unavailable during the term of the MOU and to the extent that THECB is unable to obtain additional funds for such purpose. All provisions regarding FERPA, the right to audit, and dispute resolution shall survive the termination of this MOU for any reason whatsoever and shall remain in full force and effect.

**CONSIDER APPROVAL OF AN UPDATED ARTICULATION AGREEMENT
WITH WHARTON COUNTY JUNIOR COLLEGE (WCJC)
FOR THE CERTIFIED NURSE AID (CNA) COURSE**

RECOMMENDATION:

That the Board of Trustees approve the updated articulation agreement submitted by Wharton County Junior College (WCJC) for continued dual credit and certification opportunities for Career and Technical Education (CTE) Certified Nurse Aid (CNA) students in Lamar CISD.

IMPACT/RATIONALE:

Under the agreement, students that take the WCJC CNA course in Lamar CISD earn WCJC Continuing Education credit and the opportunity to earn their CNA state certification via examination. This course would allow students to earn continuing education credit while attending high school, thus assisting students in transitioning into and accelerated through postsecondary education.

PROGRAM DESCRIPTION:

Lamar CISD has partnered with Wharton County Junior College (WCJC) for three years to provide the CNA opportunity for Lamar CISD students. This WCJC continuing education course is taught at Terry High School by an Lamar CISD instructor credentialed through WCJC. The pathway is open to students from any high school campus, and all students participating have the opportunity to earn their CNA certification at the conclusion of the course.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



Wharton County Junior College

5333 FM 1640 • Richmond, Texas 77469 • (281) 239-1500

Certified Nurse Aide Articulation Agreement 2021 – 2022

A Partnership Between **Wharton County Junior College Continuing Education and Lamar Consolidated Independent School District**

A. Program

- a. Wharton County Junior College Continuing Education (WCJC CE) will serve as administrator of the Certified Nurse Aide (C.N.A.) training program to Lamar Consolidated ISD Career and Technical Education (LCISD CTE) students.
- b. WCJC CE will hire the LCISD CTE C.N.A. instructor(s), provided all credentialing qualifications are met (see Section B, Part C for detailed qualifications), to serve as the instructor of record.
 - i. LCISD CTE C.N.A. instructor will be required to complete any training and faculty requirements issued by WCJC annually.
- c. Instruction will take place at B.F. Terry High School and at approved clinical sites.
- d. LCISD CTE Students will be registered as WCJC CE students.
- e. LCISD will pay the instructor(s) of record for service, including any instructor costs incurred with providing didactic and clinical instruction.
- f. LCISD will provide the classroom and laboratory for instruction to take place as well as any equipment, textbooks, and daily materials needed for instruction.
- g. WCJC CE will not charge tuition for instruction provided.
- h. WCJC CE will invoice LCISD CTE \$3.00 per student for each background check that is run. Background checks will be completed twice for every student, once for entry into the program and again at the beginning of clinical rotation. (This is subject to change based on the requirements of Texas Health and Human Services (HHS) and new legislations issued. When put into effect, all students will be required to complete fingerprinting prior to the start of clinical rotation. Once HHS has notified all C.N.A programs of the official start, WCJC will notify LCISD CTE immediately.)
- i. WCJC CE will invoice LCISD CTE for student insurance coverage while at clinical locations at \$13.00 (subject to change based on renewal with provider) per student.
- j. WCJC CE will monitor and evaluate the program per the requirements of HHS.
- k. WCJC CE will be the sole communicator with HHS.



Wharton County Junior College

5333 FM 1640 • Richmond, Texas 77469 • (281) 239-1500

- l. WCJC CE staff and faculty will be permitted to audit classes and labs at any time.
- m. LCISD CTE/Administration will ensure that classroom instruction size meets the recommendation of WCJC (recommendations listed below)
 - i. Two (2) class sessions of no more than 20 students each with 1 instructor required per session OR
 - ii. One (1) class session of no more than 40 students with 2 instructors required
- n. LCISD CTE/Administration will ensure that clinical instruction size meets the requirements of HHS. (10 students to 1 instructor)

B. Faculty and Staff Qualifications

- a. The instructor(s) must be hired by WCJC CE to serve as the instructor(s) of record for the course.
- b. The instructor must be approved by HHS to provide C.N.A. instruction.
- c. Instructor qualifications include:
 - i. A valid Registered Nurse (RN) or Licensed Vocational Nurse (LVN) license issued by the State of Texas;
 - ii. A minimum of one (1) year of nursing experience in a long-term care facility;
 - iii. A completed course in teaching adults or experience in teaching adults or supervising nurse aides; and
 - iv. The ability to demonstrate hands-on nursing techniques and skills to students.
- d. The instructor(s) of record must perform classroom duties and program instruction at the same standard as all WCJC CE C.N.A. instructors
 - i. Teach course materials required for students to pass the state certification exam;
 - ii. Develop and use a syllabus for assigned courses(s) and submit a copy or copies to the Continuing Education Department;
 - iii. Evaluate students' progress towards achievement of stated course objectives and inform them, in a timely manner, of their progress in the course;
 - iv. Plan, develop, and use a variety of teaching methods and materials to assist students in meeting course objectives understanding that students may have differing educational and experiential backgrounds and learning styles; and
 - v. Keep accurate student records and submit related reports and forms to WCJC CE within a requested timeline. This includes but is not limited to attendance sheets, grades, sign-in sheets, and all required paperwork according to WCJC CE program guidelines and HHS policies.



Wharton County Junior College

5333 FM 1640 • Richmond, Texas 77469 • (281) 239-1500

C. Student Eligibility Requirements

- a. Students enrolled in public high schools are eligible to enroll in and receive high school credit for courses eligible for continuing education units (CEUs) through the community college.
- b. Students must provide the following in order to participate:
 - i. Completed C.N.A. Program Application (Student under 18 years of age must have a parent or guardian signature on the application.);
 - ii. Consent to background check;
 - iii. High School transcript showing completion of their sophomore year per Texas Education Code section 130.301.
 - iv. Driver's License or government-issued photo ID;
 - v. U.S. issued Social Security card;
 - vi. A copy of a valid CPR card showing proof that the student completed a Basic Life Support (BLS) training from the American Heart Association; to be submitted prior to Winter Break
 - vii. Proof of Immunizations
 1. MMR – 2 vaccines or evidence of immunity;
 2. Tetanus (Td) within 10 years;
 3. Hepatitis B series - all 3 vaccines or evidence of immunity;
 4. Varicella – 2 vaccines or evidence of immunity;
 5. TB Skin test – within 60 days of class starting and negative result; and
 6. Flu Vaccine – current flu season.

D. Location and Student Composition of Classes

- a. Didactic (lecture) instruction will be provided at B.F. Terry High School, as stated in the program agreement with HHS.
- b. Clinical instruction will be completed at approved HHS facilities, with affiliation agreements in place through both Wharton County Junior College and LCISD.
 - i. Clinical facilities may require additional documentation and immunizations that are above and beyond what is required by WCJC CE for entrance into the program (listed in Section C of this document). Students must be able and willing to meet any additional requirements set forth by the clinical facility in order to attend their clinical rotation and complete the clinical portion of the program. Any student who fails to meet these requirements will receive an "F" for the program grade and will not be referred to the state for certification.
- c. Current clinical sites include (subject to change based on agreement with the facilities):



Wharton County Junior College

5333 FM 1640 • Richmond, Texas 77469 • (281) 239-1500

- i. Oak Bend Medical Center
1705 Jackson Street
Richmond, TX 77469
- ii. Cambridge Health and Rehabilitation
1106 Golfview Drive
Richmond, TX 77469

E. Student Services

- a. WCJC CE will provide student services to LCISD students equivalent to that of any WCJC CE student.

F. Student Supplies

- a. Students must come to class prepared each day with:
 - i. Textbook
 - ii. Paper and pen
 - iii. Stethoscope
 - iv. Watch with second hand
- b. Students will be required to have the following for clinical:
 - i. Scrubs
 - ii. Shoes - must be non-skid shoes, tennis shoes are acceptable
 - iii. Stethoscope
 - iv. Watch with second hand
 - v. WCJC Photo ID Badge
 - vi. Pen

G. Eligible Courses

- a. The Certified Nurse Aide training program will be provided to Lamar Consolidated ISD students through Continuing Education.
- b. The included didactic and clinical courses will meet for the minimal contact hours noted below. These minimal requirements were provided to HHS as part of the program approval.
 - i. Didactic: NURA 1001 60 hours
 - ii. Clinical: NURA 2005 40 hours
- c. All courses listed in the agreement shall be taught to college standards and include all elements listed in the Workforce Education Course Manual (WECM) and prescribed by HHS for Certified Nurse Aide instruction.

H. Criteria for Award of Program Completion

- a. The student must provide a program application, copy of high school transcript, government issued ID, social security card, a valid BLS card, immunization documentation, and a completed CE Registration Form by the deadline;



Wharton County Junior College

5333 FM 1640 • Richmond, Texas 77469 • (281) 239-1500

- b. The student must successfully pass the background check;
- c. The student must meet requirements for hours of didactic and clinical training;
- d. The student must successfully complete didactic coursework and display mastery of required competencies before attending clinical coursework; and
- e. The student must successfully complete clinical coursework and display mastery of required competencies.

I. Award of Certified Nurse Aide Credential

- a. Upon successful completion of the program, the student will:
 - i. Receive a certificate of completion from Wharton County Junior College Continuing Education in Certified Nurse Aide instruction
 - ii. Be approved by Wharton County Junior College Continuing Education to take the state licensure exam
 - 1. WCJC CE is not responsible for providing the state licensure exam. Students will be required to test at an approved testing site and each student (or LCISD) will be responsible for paying the additional testing fee (approximately \$125 per student). WCJC CE will provide assistance to students in registering for the state exam as needed.



Wharton County Junior College

5333 FM 1640 • Richmond, Texas 77469 • (281) 239-1500

This articulation agreement is developed based on the most current guidelines for Certified Nurse Aide instruction, but is subject to change depending on Texas legislative actions.

Authorizing Signatures

Tamara Sealy
Director of Continuing Education
Wharton County Junior College

Date

Leigh Ann Collins
Vice President of Instruction
Wharton County Junior College

Date

Betty A. McCrohan
President
Wharton County Junior College

Date

Dr. Kayse Lazar
Director of Career & Technical Education
Lamar Consolidated Independent School District

Date

Dr. Roosevelt Nivens
Superintendent of Schools
Lamar Consolidated Independent School District

Date

**CONSIDER THE APPROVAL OF THE DUAL CREDIT COMPUTER SCIENCE 1
COURSE FOR THE 2021-2022 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the Dual Credit Computer Science 1 course for the 2021-2022 school year.

IMPACT/RATIONALE:

The Dual Credit Computer Science 1 course will be added to the 2021-2022 course catalog. Successful completion of this class will allow Lamar CISD students to earn college credit while in high school, thus accelerating college completion and reducing college tuition costs.

PROGRAM DESCRIPTION:

Dual Credit Computer Science 1 will introduce the early fundamentals of coding to students. The course will progress and build on the basics of coding using the Python coding language. This language introduces image-based graphics and allows students to create and produce games and programs that they are already excited about in their everyday lives. The goal of this course is for students to understand code organization and the process of creating and designing larger programs.

During the course, students will explore multiple coding concepts including, but not limited to:

- Booleans
- While-loops
- Debugging
- For-each loops
- For-range loops
- Passing by reference.

By the end of the course, students should be able to use functions to write multiple sections of code that communicate with each other.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Dr. Jon Maxwell, Executive Director of Student Programs
 Dr. Kayse Lazar, Director of Career and Technical Education

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**CONSIDER APPROVAL OF THE MEMORANDUM OF UNDERSTANDING
WITH THE TEXAS HEALTH AND HUMAN SERVICES COMMISSION**

RECOMMENDATION:

That the Board of Trustees approve the Memorandum of Understanding with the Texas Health and Human Services Commission for the Foster Grandparent Program with Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

The Foster Grandparent Program serves a dual purpose in that it provides income-eligible adults, age 55 and older, with meaningful volunteer opportunities, while also meeting critical community needs by serving children within the school district. Services would include one-on-one mentoring and tutoring services to designated students. A healthy mentoring relationship for students can be critical to achieving both academic and personal goals. Studies point to increases in confidence and performance as well as decreases in risky behavior in students who are mentored.

PROGRAM DESCRIPTION:

Lamar CISD campuses will identify students to be served and activities of the Foster Grandparent, while also stating the expected outcomes for each student. Foster Grandparent activities and the time each student should receive such services will be decided upon by the campus. The Texas Health and Human Resources will recruit, interview, select, conduct background checks, and enroll volunteers in the program and support connecting volunteers to campuses who have students in need.

Submitted by: Dr. Terri Mossige Chief Academic Officer
 Dr. Jon Maxwell, Executive Director of Student Programs
 Dr. Jennifer Roberts, Director of Student Services

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

AMENDMENT NO. 01

HHSC Contract No. HHS000961300071

The Health and Human Services Commission (“HHSC”) and Lamar Consolidated Independent School District (“VS”), collectively the Parties to a Memorandum of Understanding (“MOU”) relating to the Foster Grandparent Program, now want to amend the MOU.

Whereas, the Parties want to renew the MOU for an additional term.

Whereas, the Parties want to provide VS with the opportunity to use teleservice to complete approved volunteer activities.

The Parties therefore agree as follows:

1. The MOU is hereby renewed. Article VII of the MOU, Term of the Agreement, is amended to change the MOU end date to **June 30, 2023**, unless terminated earlier.
2. Article VI of the MOU, Mutual Responsibilities, is hereby amended by: (1) numbering the first paragraph of Article VI as “6.1”; and (2) inserting the following as new section 6.2:

6.2 **Teleservice.** Subject to HHSC’s written approval, VS may use teleservice to complete approved volunteer activities. Teleservice functions include, but are not limited to: tutoring; mentoring; reading books for children and youth; creating video demonstrations; serving as a pen pal; supporting students in their efforts to complete special projects; assembling student packets; connecting students with educational resources; and routine check-ins with students, as directed by VS. Teleservice functions may be facilitated via telecommunication channels including, but not limited to, virtual engagement (computer/tablet) or telephone engagement.

6.2.1 HHSC Statement of Duties

6.2.1.1 Ensure Foster Grandparents have access to the appropriate equipment as deemed necessary for the proposed activities; and

6.2.1.2 Provide activity specific training, as appropriate.

6.2.2 VS Statement of Duties

6.2.2.1 Ensure Foster Grandparents have access to the appropriate programs and materials, as required for proposed activities;

6.2.2.2 Provide activity specific orientation and training to the volunteers; and

6.2.2.3 Supervise Foster Grandparents always while they are serving as a volunteer with children present, whether the volunteer is presenting to a group or to individual children.

3. This Amendment shall be effective as of the date last signed below.
4. Except as modified by this Amendment, all terms and conditions of the MOU shall remain in effect.
5. Any further revisions to the MOU shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR AMENDMENT NO. 01
HHSC CONTRACT NO. HHS000961300071**

**HEALTH AND HUMAN SERVICES
COMMISSION**

**LAMAR CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT**

By: _____

By: _____

Name: Kim Schenck

Name: _____

Title: Associate Commissioner

Title: _____

Date of Signature: _____

Date of Signature: _____

**CONSIDER APPROVAL OF THE MEMORANDUM OF UNDERSTANDING
WITH THE YMCA OF GREATER HOUSTON**

RECOMMENDATION:

That the Board of Trustees approve the Memorandum of Understanding (MOU) between the YMCA of Greater Houston and Lamar Consolidated Independent School District for the after-school program for students at Wessendorff Middle School, pending YMCA securing grant funding for the program.

IMPACT/RATIONALE:

The YMCA of Greater Houston will provide an after-school pilot program at Wessendorff Middle School.

PROGRAM DESCRIPTION:

The YMCA of Greater Houston is working to create after school care to give children the opportunity to engage in active play and collaborate on fun projects. It supports academic achievement, fosters health and wellness, instills positive social emotional learning, and creates opportunities for youth and families to belong and connect. During the after-school program, students participate in a balanced program of play and structured activities. The day consists of:

- A healthy snack
- Homework time and assistance
- Academic enrichment
- Physical play
- Leadership development.

Proposed after-school activities are intended to be age appropriate (specifically for 6th grade students) and engage students across a variety of subject areas while incorporating academic and social learning concepts through fun hands-on activities.

Research indicates that students involved in activities outside the school-day yield better academic performance, especially those that participate in study-related activities, tutoring support or private classes, and those that participate in mixed activities (both non-academic and academic). Wessendorff Middle School was targeted, as students in the 6th grade have less opportunities for extracurricular activities, which help to build connections with the campuses, and improved academic performance.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Dr. Andree Osagie, Assistant Superintendent of Secondary Ed
 Dr. Jon Maxwell, Executive Director of Student Programs

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
AND
YMCA OF GREATER HOUSTON**

This Memorandum of Understanding is made and entered into by and between the Lamar Consolidated Independent School District (“LCISD” or “District”), 3911 Avenue I, Rosenberg, Texas 77471, and **YMCA OF GREATER HOUSTON, (hereinafter referred to as “YMCA”)** (“Provider”), 911 Thompson Rd, Richmond, Texas 77469.

WHEREAS, LCISD has determined that such services are in support of its educational objectives;

WHEREAS, YMCA has expertise in the development, management, and operation of licensed childcare services, developmental youth sport programs, health and wellbeing programs, and water safety programs.

NOW THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the parties hereto agree as follows:

I. SERVICES TO BE PROVIDED BY PROVIDER (SCOPE OF WORK):

Provider agrees to provide to LCISD:

1. Provide an after-school enrollment program for 6th grade students enrolled at Wessendorff Middle School.
2. Provide childcare services to enrolled after school participants during district in-service days at designated LCISD locations.
3. Provide licensed after school care for enrolled students. Activities to include homework assistance and various enrichment activities developed based on student interests and campus needs.
4. Provide the necessary staff and volunteers needed to facilitate the daily operations of the program and ensure that all YMCA staff and volunteers working directly with children have satisfactorily passed required background checks, in adherence to the YMCA policies, licensing standards, and district requirements.
5. Provide appropriate personnel to supervise YMCA staff and volunteers.
6. Ensure that all YMCA staff and volunteers are appropriately trained to follow YMCA guidelines and childcare licensing requirements when working with school-age students.
7. Ensure that all YMCA staff and volunteers adhere to relevant district and school policies and procedures.

8. Seek funding opportunities to support the implementation of the program.

The YMCA acknowledges and agrees that it is solely responsible for all costs, wages, expenses, and fees associated with or arising from the operation of the site(s).

II. SERVICES TO BE PROVIDED BY LCISD:

LCISD agrees to provide to Provider:

1. Provide facilities necessary to operate the after-school enrichment program to students and parents at schools outlined in Section I, at no cost to the YMCA.
2. Provide reasonable utilities, trash removal services and maintenance, and it is understood and agreed that LCISD will provide normal janitorial service, necessary restroom supplies, and keep premises in proper order and repair except as to damage caused by the YMCA, other than normal wear and tear, which damage the YMCA agrees to repair at its expense. It is further understood and agreed that the YMCA will take appropriate measures to conserve and efficiently use energy and other resources (i.e., heat, water, and utilities) and that the service stated above will be equal to the service standards provided in the district.
3. Partner with the YMCA in sharing the available YMCA programmatic opportunities with staff, students and families.

III. TERM OF MEMORANDUM

The term of this Memorandum shall be from **August 23, 2021 to May 26, 2022**; provided, however, this Memorandum may be terminated prior to the expiration of the term as provided in the Termination Section of this Memorandum.

IV. TERMINATION

This Memorandum may be terminated prior to the expiration of the term hereof as follows:

- By LCISD upon 3 days' notice if the work is not provided in a satisfactory and proper manner as determined by LCISD.
- By mutual written agreement of the parties;
- By LCISD without cause, upon thirty (30) days prior written notice to the Provider; or
- By LCISD immediately if Provider commits a material breach of any of the terms of this Memorandum.

In the event this Memorandum is terminated because of a violation or breach of the contract terms by the Provider, LCISD shall be entitled to all administrative, contractual and legal remedies, including sanctions and penalties as may be appropriate.

V. COMPENSATION

Nothing in this Memorandum shall be deemed to be a commitment or obligation for future payment of money from any of the Parties. This Memorandum does not prohibit a Party from obligating funds for or designating employees to assist with the delivery of services.

If approved, YMCA will use local grant funds to cover monthly costs for each student. LCISD families will not be charged for registration or programming and the YMCA agrees to serve as the fiscal agent for grants.

VI. RELATIONSHIP OF THE PARTIES

It is understood and agreed that Provider is a separate legal entity from LCISD and neither it nor any of its employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of LCISD. Provider assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to this Memorandum, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers' compensation, disability benefits and like requirements and obligations.

Nothing in this Memorandum shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this Memorandum.

VII. NO WAIVER OF IMMUNITY

LCISD does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Memorandum and performance of the functions or obligations described herein. Nothing herein shall be construed as creating any personal liability on the part of any trustee, officer, director, employee or representative of LCISD.

VIII. AUTHORIZATION OF MEMORANDUM

Each party represents and warrants to the other that the execution of this Memorandum has been duly authorized, and that this Memorandum constitutes a valid and enforceable obligation of such party according to its terms.

IX. NO WAIVER

No waiver of a breach of any provision of this Memorandum shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

X. NOTICE

Any notice required to be given under the provisions of this Memorandum shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To: **YMCA OF GREATER HOUSTON**
Attn: Avice Chambers
Vice President of Youth Development
911 Thompson Rd
Richmond, TX 77469

To: **Lamar Consolidated Independent School District**
Attn: Dr. Roosevelt Nivens
Lamar CISD Superintendent
3911 Avenue I
Rosenberg, Texas 77471

Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

XI. NO ASSIGNMENT

No assignment of this Memorandum or of any duty or obligation or performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.

XII. SECTION HEADINGS

The headings of sections contained in this Memorandum are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Memorandum.

XIII. GOVERNING LAW

This Contract is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties irrevocably consent to the sole and exclusive jurisdiction and venue of the courts of Fort Bend County, Texas, for any action under this Memorandum.

In connection with LCISD's defense of any suit against it and/or LCISD's prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims hereunder, in which LCISD prevails as to all or any portion of its defense(s), claims, counterclaims or actions, LCISD shall be entitled to recover its actual attorney's fees and expenses incurred in defending such suit and/or in prosecuting such claim or action.

Provider shall comply with Executive Order No. 11246, entitled "Equal Employment Opportunity", as amended by Executive Order No. 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60).

Provider shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 7606), Section 508 of the Clean Water Act (33 USC 1368), Executive Order No. 11738, and Environmental Protection Agency regulations (40 CFR, Part 51), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA list of violating facilities. Violations shall be reported to the Texas Education Agency and to the USEPA Assistant Administrator for Enforcement (EN-329).

Provider shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

Provider agrees to comply with all applicable requirements of all federal laws, executive orders, regulations, applicable guidelines, and policies governing this program, particularly relating to nondiscrimination. These include but are not limited to: (i) Title VI of the Civil Rights Act of 1964, as amended; (ii) Title IX of the Education Amendments of 1972; as amended; (iii) Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; and (iv) the American with Disabilities Act, as amended.

Provider hereby certifies that it is not a company identified on the Texas comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Provider further certifies and verifies that neither Provider, nor any affiliate, subsidiary, or parent company of Provider, if any (the "Provider Companies"), boycotts Israel, and Provider agrees that Provider and Provider Companies will not boycott Israel during the term of this Memorandum. For purposes of this Memorandum, there term "boycott" shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial

relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

XIV. ORIGINALS

This Memorandum is executed in one single original copy, the original of which shall be maintained by LCISD.

XV. REPORTS

To the extent applicable, LCISD and Provider shall furnish operating reports to designated representatives on a schedule to be mutually agreed upon. No written reports of any kind shall be released to any third parties without prior written approval of LCISD.

XVI. INDEMNITY

THE SUPPLIER/PROVIDER SHALL INDEMNIFY, AND HOLD HARMLESS AND DEFEND LCISD AND EACH OF IT'S PAST, PRESENT AND FUTURE OFFICERS, TRUSTEES, AGENTS, AND EMPLOYEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES OR DAMAGES, INCLUDING ATTORNEYS' AND EXPERTS' FEES, COURT COSTS AND EXPENSES INCURRED BY LCISD AND IT'S OFFICERS, TRUSTEES, AGENTS AND EMPLOYEES, FOR: (1) INJURY OR DEATH TO PERSONS; (2) DAMAGE TO, OR DESTRUCTION OF, PROPERTY; AND (3) LAWSUITS, DEMANDS OR CAUSES OF ACTION OF WHATSOEVER KIND OR NATURE BASED UPON, RESULTING FROM, ARISING OUT OF, OR IN CONNECTION WITH, ANY ACT, ERROR, OMISSION, MISREPRESENTATION, OR MISCONDUCT BY SUPPLIER/PROVIDER, AND ITS EMPLOYEES, OFFICERS, SUB-CONSULTANTS, SUB-CONTRACTORS OR AGENTS ARISING OUT OF, OR IN CONNECTION WITH, SUPPLIER'S/PROVIDER'S PERFORMANCE OF THE AGREEMENT.

All obligations as set forth in this paragraph shall survive the completion of or termination of the Agreement.

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

Nothing in this Memorandum shall be construed to create a claim or cause of action against the District for which it is not otherwise liable, nor to waive any immunity or defense to which the District may be entitled nor to create an impermissible deficiency debt of the District.

XVII. INSURANCE

The YMCA will secure and maintain liability insurance policies in at least an amount of \$1,000,000 per occurrence/\$2,000,000 aggregate limit, which shall include coverage for molestation/child abuse. Provider also shall maintain statutory amounts of workers compensation insurance. Provider will require the insurance company or companies issuing said policies to name LCISD as an additional insured under the Commercial General Liability policy and to provide a complete waiver of subrogation against LCISD, and to deliver a certificate thereof to Owner prior to the start of work which certificate must provide that said policy may not be canceled or reduced without thirty (30) days' notice to LCISD. Provider shall provide Owner prompt notice of any cancellation or reduction.

XVIII. NON-DISCRIMINATION

The YMCA must carry out all responsibilities assumed in a manner that does not discriminate against any participant, or family member on the basis of race, gender, ethnicity, national origin, veteran's status, disability, religion, or sexual orientation, and will cooperate fully with LAMAR CISD in any investigation of any civil rights complaints made to LAMAR CISD or external agencies.

XIX. REPORTING OBLIGATIONS

The YMCA must promptly report to LCISD any complaints, reports, or other indications of sexual or physical abuse of any participant while enrolled in the program.

XX. CRIMINAL HISTORY BACKGROUND CHECK

The YMCA provides assurance that all employees of the Agency who have contact with students have passed a criminal background check current within the last year. LCISD reserves the right to conduct an additional check for specific volunteer activities.

XXI. RECORDS RETENTION AND AUDITS

LCISD or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all the Provider's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The Provider shall preserve all such records for a period of five (5) years, or for such longer period as may be required by law, after final payment under this Contract. If this Contract is funded from contract/grant funds provided by the U. S. Government or the State of Texas, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the

Inspector General of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.

XXII. STUDENT RECORDS

To the extent that Provider will come into possession of student records and information, and to the extent that Provider will be involved in the survey, analysis, or evaluation of students, incidental to this Contract, Provider agrees to comply with all applicable requirements of the Family Educational Rights and Privacy Act.

XXIII. TEXAS PUBLIC INFORMATION ACT

In the event that LCISD is required to furnish information or records pursuant to the Texas Public Information Act, Provider shall furnish all such information and records to LCISD and LCISD shall have the right to release such information and records.

XXIV. CONFIDENTIAL & PROPRIETARY INFORMATION

The parties may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential or, (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential ("Confidential Information"). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party's Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party's Confidential Information to anyone other than the receiving party's employees on a need-to-know basis, and (iii) use the disclosing party's Confidential Information solely for performance of this Contract. The foregoing requirement shall not apply to any portion of a party's Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party's Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall promptly notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

XXV. DATA AND PROPRIETARY RIGHTS

All Work, as defined under this Contract, shall be deemed "Work Made For Hire" as defined by the United States Copyright Law, and LCISD retains for itself sole ownership

of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and the like made by Provider personnel in the course of performing the Work.

XXVI. DEBARMENT AND SUSPENSIONS

Provider certifies, to the best of its knowledge and belief, that it is not presently debarred, suspended for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

XXVII. COMPLETE UNDERSTANDING

This Memorandum shall constitute the complete understanding of Provider and LCISD and may not be modified in any manner without the express written consent of both parties.

By signing the Memorandum, the Provider affirms that there is no personal or financial conflict of interest between the Provider or the Provider’s family and the District.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Roosevelt Nivens Date
LCISD Superintendent

YMCA OF GREATER HOUSTON

By: _____
Avice Chambers Date
Vice President of Youth Development

74-1109737
Taxpayer Identification Number

**CONSIDER APPROVAL OF COLLEGE COMMUNITY CAREER (CCC) PARTNERSHIP
AGREEMENT AND MEMORANDUM OF UNDERSTANDING WITH CCC**

RECOMMENDATION:

That the Board of Trustees approve a Partnership Agreement and Memorandum of Understanding (MOU) with College Community Career (CCC) for the CCC program with Lamar CISD.

IMPACT/RATIONALE:

CCC offers programmatic support and information sessions about college access and success practices to foster a college-going culture with students participating in the CCC Partner Site program. They will continue to provide student programming and support to Terry High School and Lamar Consolidated High School, and the program will expand to support all Lamar CISD high-school campuses during the 2021-2024 school years.

PROGRAM DESCRIPTION:

College Community Career staff:

- Recruit and support low-income and/or first-generation college students
- Provide events that enhance students' college application process
- Advise students and families on scholarship applications and college admission processes
- Collaborate with students, parents, counselors, teachers, registrars, College & Career Facilitators, and administrators to increase college-admission and scholarship rates

The program shall be conducted during the 2021 – 2024 school years. There is no district or student/family cost incurred by the CCC program.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
Dr. Jon Maxwell, Executive Director of Student Programs
Lindsey Troutman, Director of College and Career Readiness

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



**AGREEMENT BETWEEN
Lamar Consolidated ISD &
COLLEGE COMMUNITY CAREER**

This AGREEMENT for services is entered into this 15th day of June, 2021, by and between Lamar CISD (“Partner Site” located in Houston, TX and CollegeCommunityCareer (“CCC”), a community based organization.

Both of the above-named institutions seek to foster a college-going culture with the students and families they serve. Both parties agree to adhere to the policies and procedures of each organization, to work expediently to resolve any situations in which the institutional policies or procedures may conflict, and to review the relationship represented in this AGREEMENT as needed with the Principals and the Executive Director.

I. Services

	Programmatic
CollegeCommunityCareer	Offer programmatic support and information sessions about college access and success practices to foster a college-going culture with students participating in the Partner Site program: <ul style="list-style-type: none"> • Weekly sessions on specified mutually agreed upon days • Programmatic events collaborated and agreed upon by both parties • Work with 10th, 11th and 12th grade students in the CCC Program, beginning the sophomore year of high school • Work with 9th graders at Randle High School in 2021 Pilot and then upon successful programming expansion to the other 9th grades at additional campuses • Offer to support the Counseling and CCMR Departments with initiatives to foster a college-going culture at the Partner Site
Lamar CISD	Provide needed space for weekly classes and/or parent classes; and possible summer bridge program classes Provide access to computers/computer labs as needed, including guest logins and passwords and access to internet wireless network Provide procedures for security of the facilities at the end of each session, general emergency protocol (e.g. fire drill, weather, security breach), and an emergency contact

	Costs
CollegeCommunityCareer	Provide services without cost to students, their families.

Lamar CISD	<p>Provide space, computer and internet access, audio/ visual support for programmatic events</p> <p>Provide transcripts for students in the CCC program once a semester at no charge to the student or CCC, provide eligible students with test and application fee waivers and inform CCC of the protocol to request such documents, and access to document duplication process</p> <p>There will be no district cost, for the duration of the 3-year MOU. Cost for CCC programming is covered by grant funding.</p>
------------	--

	Students
CollegeCommunityCareer	<p>Recruit and serve a 30 students, per grade level, per school, low income and/or first-generation highschool students with a GPA above a 2.8 and on track to graduate on the Foundation Plan with Endorsements per grade level.</p> <p>Invite interested Partner Site sophomores, juniors or seniors to shared programmatic events</p> <p>Conduct outreach activities to non-CollegeCommunityCareer participants to foster a college-going school atmosphere</p>
Lamar CISD	<p>Distribute relevant materials to identified students, parents, and mentors pertaining to Program events</p> <p>Provide information about Partner Site programs and services that enhance students' college application process</p> <p>Provide CCC with testing and bell schedules and inform/designate dates after school programs cannot be held due to conflicts</p>

	Personnel
CollegeCommunityCareer	<p>Assign employees to work during the agree upon times and dates at Partner Site, any deviation from the schedule will be cleared with CCC point of contact</p> <p>All employees have been screened through a criminal history check, per Partner Site regulations</p>

Lamar CISD	<p>Designate a point of contact within the Partner Site staff with whom the Executive Director of CCC works with and contacts on an as needed basis</p> <p>Provide Program employees with required ID badges and parking permits for access to the Partner Site</p> <p>Schedule meeting between the Partner Site principal and Executive Director at the beginning and end of the year to assess the progress of the students and review the partnership</p>
------------	--

Auxiliary Support	
CollegeCommunityCareer	<p>Meet with Partner Site point of contact and other staff members to assess and review the purpose and scope of the CCC Program and to plan program logistics and on-site support</p>
Lamar CISD	<p>Inform Partner Site staff about the CCC program, with special focus on staff members whose positions and/or locations are impacted by CCC's program</p> <p>Meet with CCC staff to assess and review the purpose and scope of the program and to plan any programmatic logistics and on-site support</p> <p>Inform Program staff of all college access and college and career services available to students in an effort to encourage collaboration in fostering a college-going atmosphere on the Partner Site</p>

Public Relations	
CollegeCommunityCareer	<p>Include the Partner Site name and key contacts in publications for funders, the media, and third-party organizations (e.g. program summaries, grant report, Program website)</p> <p>Provide informational and promotional materials to Partner Site contacts, if requested</p> <p>Notify Partner Site contacts in advance of visits from funders, media representatives, or third-party organization to the school campus</p>
Lamar CISD	<p>Include CCC in publications for students and parents (e.g. newspapers, newsletters, or webpage)</p> <p>Ensure that student record information reported by CCC is released with explicit permission from the Executive Director</p>

Data Sharing	
CollegeCommunityCareer	<p>CCC will provide FERPA release consent from parents of students in program to acquire and use data from Lamar CISD.</p> <p>A confidentiality of data form will be executed by both parties to ensure the protection of data. (Exhibit A)</p> <p>CCC will not release names of students or any other personal information such as addresses, ID numbers, or SSN information that could be linked to students in presentations of data.</p> <p>CCC will comply with all Federal and State laws and regulations governing the confidentiality of information that is part of this agreement.</p>
Lamar CISD	<p>A confidentiality of data form will be executed by both parties to ensure the protection of data. (Exhibit A)</p> <p>Lamar CISD will comply with all Federal and State laws and regulations governing the confidentiality of information that is part of this agreement.</p>

II. Time of Performance

This AGREEMENT shall be for a term of 36 months, commencing on this day 15th of June, 2021 and continuing through this day 31 of August, 2024.

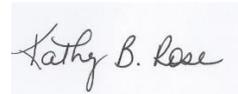
III. Termination

This AGREEMENT can be terminated by Lamar CISD at any time, without cause.

This AGREEMENT can be terminated by CollegeCommunityCareer at any time, with three weeks' notice, without cause.

Lamar CISD

CollegeCommunityCareer



 Dr. Roosevelt Nivens
 Lamar CISD Superintendent

 Kathy Rose
 Executive Director

 Date of Acceptance

 Date of Acceptance



LAMAR
CONSOLIDATED ISD

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT Exhibit A for MOU

This Confidentiality and Nondisclosure Agreement (this “Agreement”) is made and entered into effective as of June 15th, 2021, by and between Lamar Consolidated ISD (“LCISD”), 3911 Avenue I, Richmond, TX, 77471 and CollegeCommunityCareer (“CCC”), a community based organization located at 11104 W. Airport Blvd, #106, Stafford, TX 77477.

WHEREAS, LCISD is engaged in or considering entering into a business relationship in which LCISD may disclose certain proprietary or confidential information to CCC;

WHEREAS, LCISD desires to provide safeguards to protect any proprietary or confidential information that may be exchanged;

NOW, THEREFORE, in consideration of these promises and of the mutual promises herein, the parties agree as follows:

- 1. Confidential Information.** Confidential Information means any non-public information which is maintained as confidential including, but not limited to, all technical or non-technical information; future or proposed products; databases and business information; contracts; financial, costs, business pricing policies, accounting, or marketing data and plans; business plans, analyses, forecasts, predictions, or projections; proprietary, technical, operating, performance, inventions, discoveries, trade secrets, know-how, techniques, processes, source code, unlinked object modules, computer programming techniques; customers, employees, or strategic relationships; personal, member, or account information of customers; and reports, analyses, studies, or other materials containing or based upon confidential information, and confidential information may take the form of oral or written communications, documentation, drawings, specifications, software, technical, or engineering data, or other physical or electronic writings, or a reasonable person would deem confidential under the context of disclosure or due to the nature of the information whether or not marked confidential (collectively “Confidential Information”). Confidential Information shall not include information that (a) was previously known by CCC free of any confidentiality obligation; (b) is or becomes publicly available by means other than unauthorized disclosure; (c) is and can be shown to have been developed by or on behalf of CCC independent of any Confidential Information furnished under this Agreement; or (d) is received from a third party whose disclosure does not violate any confidentiality obligation.
- 2. Confidentiality Undertaking.** All Confidential Information disclosed by LCISD to CCC shall be deemed confidential and subject to this agreement unless otherwise confirmed in writing by LCISD.
- 3. Obligations and Standards of Confidentiality.** CCC agrees and undertakes with respect to all Confidential Information received from LCISD, that it will at all times (i) hold in confidence and trust by LCISD to the same extent and with at least the same degree of care as CCC protects its own confidential or proprietary information of like kind and importance, but in no event using less than a reasonable degree of care and maintain as confidential all such Confidential Information, (ii) not copy, reverse engineer, reverse compile or attempt to derive the composition or underlying information, structure or ideas of any such Confidential Information, (iii) not disclose any such Confidential Information or any information derived therefrom to any person or entity, (iv) not use any such Confidential Information except in connection with the business relationship between the Parties, (v) not use any such Confidential Information to compete with the interests of LCISD and (vi) CCC’s obligations not to disclose or improperly use Confidential Information received during the Term will continue for five years after this Agreement is terminated. Confidentiality obligations of CCC under this Agreement shall extend beyond five years to the extent necessary to preserve protection for trade secrets in the Confidential Information.

- a. Internal Use and Disclosure. CCC may disclose the Confidential Information only to those of its Representatives who have a need to know the Confidential Information in connection with the possible business relationship or transaction (the "Transaction") between the parties. For the purposes of this Agreement "Representative" shall mean affiliates, and the respective directors, officers, employees, attorneys, consultants, and other agents and advisors of CCC or of the affiliates of CCC. For purposes of this Agreement, an affiliate shall mean any entity that controls, is controlled by, or is under common control. CCC shall be responsible for ensuring that its Representatives comply with all of the provisions of this Agreement, shall be responsible for any breach of this Agreement by its Representatives, and shall take all reasonably necessary measures to restrain its Representatives from the unauthorized disclosure or use of Confidential Information. In addition, without the prior written consent of LCISD, CCC will not disclose to any other person (other than such CCC's Representatives who have a need to know) either the fact that discussions are taking place concerning a possible Transaction or any of the terms, conditions or other facts with respect to such possible Transaction, including the status thereof.
 - b. Disclosure Required by Law. In the event that CCC or its Representatives are required by law, regulation, government agency or any legally enforceable court order, discovery request, subpoena, or civil investigative demand to disclose any Confidential Information, then, in the case of disclosure required pursuant to applicable federal securities laws, CCC shall provide LCISD with prompt written notice so that LCISD can work with CCC to limit the disclosure to the greatest extent possible consistent with legal obligations (provided that disclosure of LCISD's name shall never be made without LCISD's prior written consent), and in the case of any other legally required disclosure, CCC shall use reasonable efforts to minimize such disclosure and to obtain an assurance that CCC shall accord confidential treatment to the Confidential Information, shall notify LCISD in advance of such disclosure, and shall afford LCISD an opportunity that is reasonable under the circumstances to take such steps as it may choose to seek to obtain confidential treatment of the Confidential Information.
4. Term. This Agreement shall become effective as of the date set forth above (the "Effective Date") and shall continue for a period of thirty six (36) months. Either party may terminate this Agreement, without cause, upon at least thirty (30) calendar days prior written notice to the other party. Notwithstanding the termination of this Agreement, CCC's obligations to protect and prevent the disclosure of Confidential Information as described herein shall survive the termination of this Agreement and continue for a period of five (5) years following such termination.
5. Destruction. Upon termination of this Agreement, CCC shall return to LCISD or destroy all Confidential Information in tangible form that is in CCC's (or its Representatives') possession, custody, or control, including all notes, compilations or other derivative or secondary records of any such Confidential Information. If CCC chooses to destroy Confidential Information, CCC shall certify such destruction to LCISD in such form as LCISD may reasonably request.
6. Ownership. Confidential Information shall be deemed to be and shall remain the property of LCISD and LCISD retains the right, in its sole discretion, to determine whether to disclose any Confidential Information to CCC.
7. No Warranty of Information. Each Party acknowledges that neither Party makes any representation or warranty (express or implied) as to the accuracy or completeness of any Confidential Information, and agrees to assume full responsibility for all conclusions it may derive from the Confidential Information. Each Party expressly disclaims any and all liability that may be based, in whole or in part, on any Confidential Information, errors therein, or omissions therefrom.
8. No License or Grant of Rights. Nothing contained in this Agreement shall be construed as granting or conferring any rights by license or otherwise in any Confidential Information disclosed, or under any trademark, patent, trade secret, copyright, any application for same, or any other intellectual property right of either party. Confidential Information shall not constitute any representation, warranty, assurance, guarantee, or inducement by LCISD to CCC of any kind, especially with respect to the non-infringement of trademarks, patents, trade secrets, copyrights, or any other intellectual property right. Each party shall comply with any and all export laws and regulations applicable to the Confidential Information.

9. Notice. All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, return receipt request, courier delivery, electronic mail, facsimile or receipted overnight mail, and shall be deemed received upon the earlier of (a) the date of delivery, if personally delivered, or (b) three (3) business days after the date of posting by the U.S. postal service, if mailed. All such notices or communications shall be addressed as follows:

If to LCISD: Jonathan Maxwell, Executive Director, Student Support Services
Lamar Consolidated Independent School District
3911 Avenue I
Richmond, TX, 77471

If to CCC Kathy Rose, or designee
CollegeCommunityCareer
11104 W. Airport Blvd., #106
Stafford, TX 77477

Either party may change such address for notice for the party designated to receive such notice by giving advance written notice to the other party as provided in this paragraph.

10. Relationship of the Parties. It is understood and agreed that CCC is a separate legal entity from LCISD and CCC is not an employee, agent, joint venturer, or partner of LCISD. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between LCISD and either CCC or any employee or agent of Receiving Party.
11. No Waiver of LCISD's Immunity. The execution of this Agreement and the performance by LCISD of any of its obligations hereunder are not, and are not intended to waive or relinquish, and LCISD shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to LCISD, its trustees, officers, employees, or agents under federal or Texas laws.
12. No Third Party Beneficiaries. Nothing in this Agreement shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.
13. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Fort Bend County, Texas.
14. Entire Agreement. This Agreement and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the Agreement and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this Agreement.
15. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
16. Interpretation. The parties agree that the normal rules of construction that require that any ambiguities in this Agreement are to be construed against the drafter shall not be employed in the interpretation of this Agreement.
17. Changes and Amendments. This Agreement may be amended, modified, and/or supplemented only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Agreement.
18. Assignment. Neither this Agreement nor any rights, duties, or obligations under it shall be assignable by CCC without the prior written acknowledgment and authorization of LCISD. Any attempted assignment by CCC without LCISD's prior written consent shall be void.

19. No Waiver. No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.
20. Captions. The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.
21. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on its behalf as of the Effective Date.

Lamar Consolidated ISD

By: _____
Dr. Roosevelt Nivens
Lamar CISD Superintendent
Date: _____

CollegeCommunityCareer

By: _____
Kathy Rose
Executive Director
Date: ____ June 15th 2021 _____

**CONSIDER APPROVAL OF THE MEMORANDUM OF UNDERSTANDING
BETWEEN PARTNERS FOR GOOD AND
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
FOR THE 2021-2022 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the Memorandum of Understanding between Partners For Good and Lamar CISD beginning July 1, 2021 through August 31, 2022 and authorize the Superintendent to execute the agreement.

IMPACT/RATIONALE:

Partners For Good is a non-profit organization that works to provide strategy in the area of community engagement. This strategy includes, but not limited to, cultivating business relationships to bridge mentoring needs within the district.

PROGRAM DESCRIPTION:

Partners For Good works with district and campus personnel to understand individual campus mentoring needs and general campus support opportunities. Through this collaboration, Partners For Good provides consultation and connection services to help pair community resources with campus needs. All volunteer and mentoring resources, from this partnership, would be channeled through the Lamar CISD LAMP Mentoring Program. There is no cost incurred by the District for this collaboration.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
Dr. Jon Maxwell, Executive Director of Student Programs
Dr. Jennifer Roberts, Director of Student Services

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**MEMORANDUM OF UNDERSTANDING
PARTNERS FOR GOOD
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

SCHOOL YEAR 2021-2022

This memorandum of understanding is by and between Partners For Good and Lamar Consolidate Independent School District. Partners For Good is a non-profit organization that works to provide strategy in the area of community engagement by helping businesses and organizations create an intentional plan for community engagement. Partners For Good also partners with community support organizations, such as school districts, to develop strategic plans of how to utilize community partners in a way that will impact needs in their school community.

This MOU sets out the terms by which Partners For Good and LCISD will partner on community engagement efforts for the district. The goal of this partnership is to connect community resources to support and enhance the well-being of students and families within LCISD.

Partners For Good will partner with LCISD to provide community engagement services for the district in the following ways:

- Working with district personnel to survey individual campuses for opportunities/needs that the community at large are able to participate in supporting.\
- Building relationships with local businesses, individuals, and organizations that can be used as a channel for communicating opportunities for these groups to use their resources to support students, staff, and families within the district.
- Recruiting and training volunteers utilizing the LCISD LAMP program to participate in district wide volunteer initiatives that are designed to support the goals of LCISD campuses as well as the well-being of the LCISD students and families.
- Provide consultation and collaboration on strategies for effectively utilizing secured community resources to support the goals of LCISD campuses as well as the well-being of the LCISD students and families.
- Communicate with District Personnel at a regularly scheduled time, time to be determined, to monitor and discuss District/Community partnerships.

The school district agrees to:

- Support communication between Partners For Good and schools administration and staff
- Allow a Partners For Good representative to have access to available work space within the Student Services building as needed.

Proposed Cost:

There is not financial impact to LCISD.

MOU Duration:

This project will have a proposed duration of 12 months from July 1, 2021 to July 1, 2022, and can be extended with the agreement of both parties.



Melissa Toon
Partners For Good
Executive Director

_____ Date

_____ Dr. Roosevelt Nivens
LCISD

_____ Date

CONSIDER APPROVAL OF THE 2021-2022 STUDENT HANDBOOK

RECOMMENDATION:

That the Board of Trustees approve the 2021-2022 Student Handbook.

IMPACT/RATIONALE:

The Student Handbook is published on the District's webpage and provides guidance on numerous policies and procedures. Information contained in this document is a combined effort of numerous divisions in the Department of Academics. The goal of the handbook is to provide clear expectations resulting in improved communication and understanding between parents and campuses throughout the District.

PROGRAM DESCRIPTION:

The Student Handbook is a publication that is produced for elementary and secondary school students. It covers important topics including student conduct, compulsory attendance, and problem resolution steps. The handbook is updated yearly to include new administrative operating procedures and legislative updates. The proposed 2021-2022 Student Handbook with changes, additions, and deletions will be provided separately.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**CONSIDER APPROVAL OF THE TEXAS COLLEGE BRIDGE PARTNERSHIP
AND DATA SHARING AGREEMENT WITH GREENLIGHT CREDENTIALS, LLC
AND THE NROC PROJECT**

RECOMMENDATION:

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

IMPACT/RATIONALE:

The Texas College Bridge program offers access to online HB5 college preparatory courses that allow continuity of instruction on a user-friendly platform. High school juniors and seniors can take individualized online preparatory courses in English Language Arts and mathematics. Students that successfully complete the class can earn a TSI exemption at one of the more than 30 participating Institutions of Higher Education.

PROGRAM DESCRIPTION:

Texas College Bridge is an adaptive learning platform, which guides students through individualized college preparation courses in mathematics and English Language Arts, at their own pace, with a teacher to help them meet their goals. Each course uses PEIMS assigned course names and numbers, and upon successful completion, students can earn credit for the college prep course as well as a CCMR indicator for A-F accountability.

Through the Texas College Bridge program, Lamar CISD will offer College Preparatory English Language Arts and College Preparatory Mathematics as courses to support students becoming college ready. With successful completion of these courses, students would not need to take remedial courses in college, thus saving them time and money. There is no financial cost to the district or students for these courses or the program.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Katie Marchena, Executive Director of Teaching & Learning
 Dr. Jon Maxwell, Executive Director of Student Programs

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

Texas College Bridge: PARTICIPATION, DATA SHARING, &
REQUIREMENTS AGREEMENT
2021.22 Application for Texas College Bridge

Institution: Lamar Consolidated Independent School District

Date: June 15, 2021

This Participation, Data Sharing and Requirements Agreement (“Agreement”) is entered into by the above named Institution, Commit and the Providers (each defined hereafter) in order for Institution to participate in the TEA’s Texas College Bridge program (“Program”) to aid and assist institutions supporting 2021 and 2022 high school graduates to demonstrate college readiness prior to enrolling in college for the Fall of 2021 and Fall of 2022. The Program is authorized by the Texas Education Agency, facilitated by Commit!2Dallas (“Commit”) in coordination with providers GreenLight Credentials, LLC and the NROC Project (GreenLight and NROC are hereinafter the “Providers”). Collectively, the Institution and the Providers are referred to as the “Parties.” This Agreement is necessary to deliver coursework and resources to students and teachers consistent with the Program, including: coursework, teacher training, enrollment process, evaluation, and an academic records processing system that tracks and confers credits from coursework with the Providers. To complete the work required under the Agreement, the Program requires that the Providers have access to certain Institution student data and student education records. The Parties agree that these purposes serve a bona fide educational purpose and that Providers have a legitimate educational interest in the student information contemplated by this Agreement and in accordance with 34 C.F.R. § 99.31(a) and as further described below.

This Agreement is supplementary to any existing data sharing agreement or other related agreement between the Institution and entities described above. In the event of any conflict of provisions between this Agreement and any other existing data sharing agreement or related agreement between the Parties, this Agreement and its provisions shall control.

As part of the Program, students will set-up a Texas College Bridge elocker via GreenLight to store and manage their college readiness evidence to share with colleges at their direction. Students who did not test college ready in English and/or Math will be able to participate in and complete a personalized online program to demonstrate college readiness in the subject at issue.

Institution seeks to participate and agrees to the following terms and conditions for participation in the Program and entering into this Agreement:

- Section 1: Data Sharing
- Section 2: Program Requirements
- Section 3: NROC Terms of Use

By checking the above boxes and signing on this page, you are signing this Agreement and represent that you have authorization to do so on behalf of your Institution and agree to the terms in each of the sections above identified and detailed below.

Section 1: Data Sharing

1) Institution acknowledges that employee information must be shared in compliance with all applicable laws and regulations, including, but not limited to, the Texas Education Code, Section 21.355 and Texas Government Code, Section 552.117.

2) Any release of personally identifiable information of students must be in compliance with the requirements of the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations 34 C.F.R. § 99.1 et seq. and will be delivered to Providers solely to enable Institution's students and teachers to participate in the Texas College Bridge program.

3) FERPA permits the disclosure of personally identifiable information of students to school officials with legitimate educational interests in students' education records. The term "school official" includes contractors, consultants, volunteers, or other parties to whom the institution has outsourced educational or institutional services, or where the outside party —

- (1) Performs an institution service or function for which the Institution would otherwise use employees;
- (2) Is under the direct control of the Institution with respect to the use and maintenance of education records; and
- (3) Is subject to the requirements governing the use and redisclosure of personally identifiable information from education records. 20 U.S.C. 1232g(b)(1)(A).

The Institution designates the Providers, as well as the Texas Education Agency (and each of their respective authorized representatives) each as a "school official" with legitimate educational interests in students' education records provided pursuant to this Agreement and relating to participating in the Program.

4) Student Confidentiality. The Institution has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically FERPA. The Providers each acknowledge that they must comply with said law and regulations and safeguard student information. Other than to support the Texas College Bridge Program purposes and requirements, the Providers may not re-disclose the information to a third party without prior written consent from the Institution and/or the parent or eligible student.

5) Providers are expressly authorized to share aggregate Program data (not containing any personally identifiable information) with Commit, TEA, Texas Higher Education Coordinating Board (THECB), and Region 10 ESC. Accordingly, any publication or dissemination of Program data by Providers in this instance will be reported in the aggregate and converted to de-identified information. "De-identified information" means data or information that neither identifies nor provides a reasonable basis to identify an individual where, without limitation, the following identifiers have been removed: (i) the student's name; (ii) the name of the student's parent or other family members; (iii) the address of the student or student's family; (iv) a personal identifier, such as the student's social security number, student number, or biometric record; (v) other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; (vi) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (vii) information requested by a person who either Party reasonably believes knows the identity of the student to whom the education record relates. Providers are authorized to share all other student data with TEA.

6) Education records disclosed pursuant to this Agreement will be destroyed consistent with FERPA and the terms of this Agreement by permanently and irreversibly removing any personal identifiers from the records rendering the information no longer personally identifiable or usable. Providers must provide the Institution with evidence of the destruction of the records in compliance with this Agreement.

7) The Parties may agree to amend the Agreement to extend the time period if needed, but the Agreement must be in writing and include a time limit.

8) Data associated with students' accounts and subject to GreenLight's or NROC's separate Term of Use and Privacy agreements will be controlled by students consistent with FERPA and any applicable Texas consumer protection laws and other agreements between students and Providers

9) Providers may conduct survey of students within the context of the Program and acknowledge that all student surveys will be in compliance with the requirements of the Protection of Pupil rights Amendment (PPRA). Since Department of Education funding is used for the Summer Bridge program, written parental consent will be obtained before surveying a student in accordance with the PPRA.

10) The disclosure of personally identifiable information from education records under this Agreement is not an assignment of ownership of the personally identifiable information or records. The Institution retains custody and/or ownership of all such records. Personally identifiable information from education records may only be redisclosed pursuant to this Agreement, with the Institution's permission or otherwise in compliance with FERPA and its regulations. Institution is responsible for securing any parental or eligible student consent, as needed, but in releasing records to Providers, Institution represents that it has obtained any consent it has determined is necessary.

11) The Institution maintains the right to conduct audits or otherwise monitor Providers receiving student personally identifiable information from education records to periodically affirm that Providers have appropriate policies and procedures in place to protect the student personally identifiable information from education records.

12) The failure to comply with the requirements of FERPA will subject the responsible party to all allowable enforcement actions under state and federal law. If Providers become aware of a disclosure or security breach concerning any Institution data or student education records covered by this Agreement, Providers shall immediately notify the Institution and take immediate steps to limit and mitigate the damage of such security breach to the greatest extent possible. If there is a "breach of system security" where "sensitive personal information" is breached, both as defined in sections 521.002 and 521.053 of the Texas Business and Commerce Code, Providers shall proceed with notification requirements as required therein. The Parties agree that any breach of the privacy and/or confidentiality obligations set forth in this Agreement may, at the Institution's sole discretion, result in the Institution's immediately terminating this Agreement.

13) This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the parties hereto agree that venue shall be in Dallas County, Texas.

By electronically signing below, you are signing this Agreement electronically and represent that you have authorization to do so on behalf of the Institution. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement and that you consent, on behalf of Institution, to be legally bound by this Agreement and any document referenced or linked herein as if actually signed by you in writing. You also represent that you are legally authorized to enter into this Agreement and that no certification authority or other third-party verification is necessary to validate your electronic signature.

Section 2: Program Requirements:

Commit2Dallas!, a Texas nonprofit corporation (Commit), is the lead organization, administrator and fiscal agent for the Texas Education Agency's (TEA) Texas College Bridge Project (TCB). In support of the TCB, is providing Institutions (statewide) with access to a platform to use in order to enable the secure, simple, instant sharing, and validation of aggregated student records associated with students participating in the TCB. It is expected that participating students will use their records for college admissions, internships, and job applications.

Institution desires to participate in the Texas College Bridge program. In order to support the Program, Institution acknowledges and commits to the following requirements and terms of service:

Institution Requirements

1. Eligible students from Institution will register for the program via GreenLight and will be seamlessly validated for NROC courses.
2. Institution will provide student roster data to GreenLight to facilitate and track student participation. Data will be sent to GreenLight in the specified CSV format. Academic data must be sent via TReX format. GreenLight will then generate unique enrollment codes for each student and send those codes back to the Institution to enable student registration in the TCB program. Students will be able to look up their own enrollment code on the GreenLightLocker.com website by providing identification attributes. Institution is responsible for and has a positive duty to review and validate data sent to GreenLight for accuracy and conformance to the schema prior to sending it to GreenLight. Nonconforming data will not be provisioned on the platform.
3. Institution will distribute and deliver enrollment codes to the students.
4. To satisfy admission, scholarship requirements and degree verification services, Institution shall appoint GreenLight as an authorized agent on behalf of the TCB project in order to send "official transcripts and academic records" to third parties authorized to receive such documents.
5. To the extent parental consent is required, Institution must collect parental consents prior to a student's participation the TCB project. It will be assumed that students identified by Institution to participate in the TCB project are eligible to do so. Institution must immediately notify Commit if any consents are revoked.
6. Institution will coordinate with Commit to enable student and teacher participation in the TCB project.
7. Institution authorizes Commit and its contractors to share and receive data with GreenLight, NROC, TEA, and other TCB service providers, subject to the goals and objectives associated the TCB project.
8. Greenlight Credentials' [Terms of Use](#) and [Privacy Policy](#) will govern the students and teachers' interaction with the GreenLight platform.

Institution and Student Benefits and Services:

1. Institution will receive proof of NROC course completion by their students and be able to access reports on students who have earned certificates or other forms of documentation illustrating course completion.
2. Students shall have control of their TCB records and those other official records associated with their GreenLight account.
3. Students records can be instantly verified and matched with educational and work-place opportunities such as scholarships, internships, certifications, and jobs.
4. Educational institutions may receive official program records and instantly verify them.
5. Participating educational institutions can work with scholarship providers and can connect with and enroll students that have the skills to attend their schools.
6. Employers can instantly verify program records and identify qualified candidates by matching skills and educational history to open positions.
7. All TCB academic program data will be stored on the GreenLight platform.
8. Institution will have access to a dashboard and analytics for reports of student course completion together with course registration with the program. The dashboard will also provide aggregate detail with which colleges and universities have received from students involved in the TCB project.
9. Institution will receive certificates earned by students in the TCB program.
10. Remote support will be provided to Institution to enable the secure transfer of school rosters, deploy enrollment codes, and provide operational and technical support.
11. Training will be provided to Institution and students through documentation and videos.
12. Technical support is available from 9am to 5pm Central Time.
13. Daily backup of system, daily backup of data, and 24/7 server monitoring in a dedicated data center environment.
14. Students will be enabled to store and share their program related data with third parties of their selection.

Section 3: Texas College Bridge NROC Terms of Use

This Agreement and all of the rights and obligations of the parties and all of the terms and conditions hereof must be construed, interpreted, and applied, in accordance with and governed by and enforced under the laws of the State of Texas. Except where superseded by other terms of this agreement or Texas state law, NROC's [Terms of Use](#) and [Privacy Policy](#) will govern the students and teachers' interaction with the Texas College Bridge EdReady platform, as detailed below.

DEFINITION OF TERMS — THE NROC PROJECT

NROC: The NROC Project (Organization) is a California 501(c)3 organization providing educational content and tools to support education.

LICENSEE: An academic institution such as a public or private school, school system, district, state department of education, federal department of education, or non-profit educational institution (sometimes referred to in the Terms of Use as an Institutional Sponsor) who licenses or accesses the Texas College Bridge EdReady application for use with their students, staff and faculty. These institutions are obligated to protect User's privacy under the Family Educational Rights & Privacy Act of 1974 (FERPA), User data may only be used for legitimate educational and evaluation purposes.

USER: Any individual who accesses any NROC website whether via an institutional version or public version.

TEXAS COLLEGE BRIDGE EDREADY: An NROC-hosted application to assess student knowledge and provide access to educational resources.

NROC ASSETS: NROC LIBRARY: The NROC Library contains two types of collections which are hosted by NROC and may be available through the Texas College Bridge EdReady application.

The *NROC Permanent Collection* refers to all content that is copyrighted to The NROC Project (NROC), content that has been contributed for NROC distribution under a permanent license, and content made available under an "open license" (i.e. Creative Commons, GNU General Public License). Access to this content shall be available to licensee for the term defined in their agreement.

The *NROC Contributed Collection* refers to all content made available under a Content Distribution Agreement with the copyright owner for a defined period of time. Access to this content shall be available to licensee for the period defined in the Content Distribution Agreement, which may vary by content. Access to this content cannot be guaranteed past the end date of the Content Distribution Agreement. More information can be found at: <https://nrocnetwork.org/resources/downloads/nroc-collections/>.

TERMS OF USE

Texas College Bridge EdReady Grant of Rights: The NROC Project (the Organization) hereby grants to Licensee the non-exclusive right and license to make available the Texas College Bridge EdReady application to Licensee's enrolled students subject to the following restrictions: (a) Licensee agrees that they will access, store, and utilize all student data within the application according to institutional regulations and legal obligations. (b) Organization agrees to store these data on Licensee's behalf as long as the account remains active. (c) All data generated by the application shall be the property of the User but the User, via the EdReady application terms of use (<http://content.nroc.org/license/license.html#ERyourdata>), grants the Licensee (Institutional Sponsor) the right to access, store, and utilize those data according to institutional regulations and legal obligations.

Privacy. Organization believes that User data privacy rights are important. The complete NROC User Data Privacy Policy can be found at <http://content.nroc.org/license/license.html#privacy> and is incorporated herein by reference. The complete terms and conditions (<http://content.nroc.org/license/license.html>), together with the NROC Privacy Policy, Digital Millennium Copyright Act (DMCA) Statement, and such other documents referenced or incorporated therein, constitute the Terms of Use that govern a User's use of any NROC-owned sites.

NROC Asset Changes. Organization reserves the right to change, alter, revise, discontinue or add content to the NROC Assets at any time during the term of the Agreement.

NROC Asset Disclaimer. Licensee agrees that use of the NROC Assets is at Licensee's sole risk. Except for the express warranties set forth in the Warranty section of the Agreement, the NROC Assets are provided "AS IS" and "WITH ALL FAULTS" and without implied or express warranties or representations of any kind such as but not limited to uninterrupted use, accuracy, usefulness, fitness for the intended purpose, free of errors, or free of viruses or harmful components.

Intellectual Property. All ownership, copyrights, trademarks and other rights in the NROC Assets ("Intellectual Property") shall belong to the Organization or its licensors and title to the Intellectual Property shall

remain with the Organization or its licensors. All updates, revisions and derivatives to the NROC Library developed by the parties shall belong to the Organization or its licensors. Licensee shall not in any way alter or remove copyright information from any NROC Asset. Licensee shall maintain such notices in its sales and marketing materials and communications that incorporate any portion of the NROC Assets or any reference to the NROC Assets. If Licensee's use of the Intellectual Property is improper, Licensee will take all reasonable steps necessary to resolve such improper use within ten (10) days of receiving written notice from the Organization. The Organization may reasonably monitor the quality of Licensee's products and services utilizing the Intellectual Property under this Agreement.

Warranty. The Organization warrants that it owns and/or has all the necessary rights to license the NROC Assets to Licensee in accordance with this Agreement; that it will not assume any contractual obligation that conflicts with its obligations granted in this Agreement; and that there are no claims pending or, to the best of the Organization's knowledge, threatened that relate to the NROC Assets. Except for the foregoing, Licensee agrees that the NROC Assets are delivered "AS IS" without any express or implied warranties, including warranties of merchantability or fitness for a particular purpose. Licensee acknowledges that Organization does not own or control all content available at our websites and therefore cannot warrant or guarantee that any product, service, or materials offered on our websites will be suitable for Licensee or Licensee's enrolled students. Licensees access and use our websites entirely at their own risk. Licensee acknowledges and agrees that under no circumstances will Organization be responsible or liable in any way for any claims, losses, damages, or injuries of any kind incurred by Licensee as a result of Licensee's use of or reliance upon any product, service or materials offered on our websites. The maximum liability of the Organization arising out of or in connection with any license, use or other employment of any of the NROC Assets delivered to Licensee under this Agreement, whether such liability arises from any claim based on breach or repudiation of contract, warranty, tort or otherwise, shall in no case exceed the actual price paid to the Organization by Licensee for the NROC Asset whose license, use, or other employment gives rise to the liability.

**CONSIDER APPROVAL OF THE MEMORANDUM OF UNDERSTANDING
BETWEEN TEXANA CENTER AND
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
FOR THE 2021-2022 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the Memorandum of Understanding (MOU) between Texana Center and Lamar CISD as part of the Federal Certified Behavioral Health Clinic designation process beginning July 1, 2021 through August 31, 2022 and authorize the Superintendent to execute the agreement.

IMPACT/RATIONALE:

Lamar CISD will partner with the Local Mental Health Authority (LMHA), Texana Center, in accordance with the Federal Certified Community Behavioral Health Clinic (CCBHC) designation to be included as part of Texana's list of community partnership agencies. This partnership allows students served by Texana access to benefits provided by community partner agencies.

PROGRAM DESCRIPTION:

As a Federal Certified Community Health Authority, Texana, with parent permission, would have the ability to coordinate with other partner agencies, to care for those individuals who receive mental-health and/or substance use services from Texana. This formal agreement between Lamar CISD and Texana allows Lamar CISD to be included as a community partner for coordination of care for students. Lamar CISD incurs no cost for this partnership.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Dr. Jon Maxwell, Executive Director of Student Programs
 Dr. Jennifer Roberts, Director of Student Services

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**CARE COORDINATION AGREEMENT
MEMORANDUM OF UNDERSTANDING
BETWEEN
TEXANA CENTER
AND
LAMAR CISD**

This Care Coordination Agreement (the Agreement) serves to confirm the mutual understandings of **Texana Center**, a Community Mental Health Center (Texana), and **Lamar CISD**, a referral partner (Partner) for those individuals who receive community-based mental health and/or substance use disorder services from Texana , in accordance with the terms set forth below. The purpose of this Agreement is to set forth the parties' understanding regarding their collaborative treatment planning and care coordination activities.

I. Referral Activities

1. Texana is committed to providing integrated and coordinated care across a spectrum of services in a manner that is both person-centered and family-centered, consistent with Section 2402(a) of the Patient Protection and Affordable Care Act (ACA), and with the requirements of the Texana CCBHC demonstration, as implemented by the Texas Health and Human Services Commission (HHSC).
2. Partner agrees to make and/or accept referrals to/from Texana in order to assist individuals in accessing needed services and resources. If accepting referral, Partner agrees to notify Texana if at any time it becomes unable to accept new referrals. Texana agrees to notify Partner of the same.

II. Care Coordination Processes

1. The parties will collaborate to conduct treatment planning and care coordination activities in a manner that is person and family-centered.
2. Texana agrees to provide initial screening, intake, and, as capacity permits, appropriate treatment to clients referred to Texana for the provision of community-based mental health and substance use disorder services, and to establish and maintain records of such individuals' healthcare.
3. If such screening and/or treatment indicate the need for referral to Partner for services, as determined in the sole discretion of Texana, consistent with requirements of privacy, confidentiality, and consumer preference and need, Texana will assist clients and/or their families to obtain an appointment with Partner. Texana will confirm with Partner that the appointment was kept, consistent with the Referral and Communication Protocol described below in Section II.5.
4. Texana will ensure that clients' preferences and those of their families, as applicable, for shared information will be adequately documented in the applicable clinical records, consistent with the philosophy of person and family-centered care. Texana will make

reasonable efforts to obtain necessary consent for release of information from clients of Texana.

5. Texana and Partner agree to coordinate care for individuals served, making/accepting timely referrals, incorporating consumer preferences and needs for care, allowing Texana and Partner to track clients and the services they receive, coordinating the transfer of medical records for services with appropriate consent, coordinating Texana's active follow-up and other activities necessary for effective management of care transitions.
6. Texana will make and document reasonable attempts to screen all clients who are referred for outpatient services within 24 hours and to schedule intake for individuals in need within 10 business days. Texana will make all reasonable efforts to respond to requests for mental health crisis within 1 hour of request. For all Texana clients who present as a potential suicide risk, Texana will provide crisis intervention services, emphasizing smooth transitions to and from emergency department care or psychiatric hospitalization, as indicated. Texana will coordinate consent and follow-up services with the client within twenty-four (24) hours of discharge, which shall continue until the individual is linked to services or assessed to be no longer at risk.
7. Texana and Partner agree that, to the extent that clients receive care from either Party pursuant to this Agreement, such individuals are considered clients of the Party furnishing the services. Accordingly, each Party agrees to be solely responsible for billing and collecting all payments for such services from appropriate third party payors, funding sources, and, as applicable, clients, observing the Party's customary billing, collection, and discount/charity care policies.
8. Texana and Partner agree that each Party shall be responsible for training and competencies of staff employed by the Party and meet all requirements of their respective state laws, statutes, and other standards including but not limited to licensing.

III. Insurance and Liability

1. Texana and Partner represent and warrant that each Party and its clinicians providing services hereunder are covered by a professional liability insurance policy (malpractice, errors, and omissions) that provides sufficient coverage against professional liabilities that may arise from acts or omissions in connection with or related to the Services that the Party furnishes under this Agreement.

IV. Assurance of Patient and Clinician Choice

1. Texana and Partner acknowledge and agree that all health and health-related professionals employed by or under contract with either Texana or Partner retain sole and complete discretion, subject to any valid restriction(s) imposed by participation in a managed care plan and consistent with Section II above, to refer clients to any and all providers who best meet the medical needs of such clients.

2. Texana and Partner acknowledge that all clients have the freedom to choose (and/or request referral to) any provider of services, and the parties will advise clients of such right, subject to any valid restriction(s) imposed by participation in a managed care plan.
3. Texana and Partner acknowledge and agree that they have freely negotiated the terms of this Agreement and that neither Party has offered or received any inducement or other consideration in exchange for entering into this Agreement. Nothing in this Agreement requires, is intended to require, or provides payment or benefit of any kind (directly or indirectly) for the referral of individuals or business to either Party by the other Party, subject to Section II above.
4. Texana and Partner remain separate and independent entities. No provision of this Agreement is intended to create, nor shall any provision be deemed or construed to create, a relationship between the parties other than that of independent contractors. Texana and Partner retain the authority to contract or affiliate with, or otherwise obtain services from, other parties, on either a limited or a general basis.

V. Term and Termination

1. The term of this Agreement shall commence on July 1, 2021, and will remain in effect until terminated by either party.
2. This Agreement may be terminated, in whole or in part, at any time upon the mutual agreement of Texana and Partner.
3. Either Texana or Partner may terminate this Agreement without cause upon ninety (90) days prior written notice to the other Party.
4. This Agreement may be terminated for cause upon written notice by either Texana or partner. "Cause" shall include, but is not limited to when the life, health, welfare, or safety of individuals served or its employees is endangered or could be endangered either directly or through the Parties willful or negligent discharge of its duties under this Agreement.

VI. Privacy and Confidentiality of Consumer Information

1. Texana and Partner will coordinate care, as set forth in this Agreement, in a manner that complies with privacy and confidentiality requirements, including but not limited to those of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. No. 104191, 110 Stat. 1936 (1996)), 42 CFR Part 2, and other federal and state laws, including privacy requirements specific to the care of minors.
2. Each Party agrees it shall request clients' consent for disclosure of their health information, in accordance with state and federal law and regulations. Each Party shall follow clients' preferences for shared protected health information, consistent with the philosophy of person and family-related consent.
3. This Section VI shall survive termination of this Agreement.

Lamar CISD

Texana Center

Thomas Randle
Superintendent



George Patterson
Chief Executive Officer

Date: _____

Date: May 26, 2021

**CONSIDER APPROVAL OF AN UPDATED DUAL CREDIT PARTNERSHIP
AGREEMENT WITH WHARTON COUNTY JUNIOR COLLEGE (WCJC)
FOR TECHNICAL DUAL CREDIT**

RECOMMENDATION:

That the Board of Trustees approve the updated Dual Credit Partnership Agreement submitted by Wharton County Junior College (WCJC) for continued technical dual credit opportunities for Career and Technical Education (CTE) students in Lamar CISD.

IMPACT/RATIONALE:

Under the agreement, Emergency Medical Technician (EMT), Process Technology (PTAC), and Computer Science courses will be available to Lamar CISD students through the WCJC Ft. Bend campus. The EMT and PTAC courses will occur on the WCJC Ft. Bend Campus. The Computer Science course will be offered on Lamar CISD campuses because teachers meet the WCJC dual credit credentialing guidelines. All courses will allow students to earn college credit while attending high school, thus assisting students in transitioning into and accelerating through postsecondary education.

PROGRAM DESCRIPTION:

The Career and Technical Education department has had an ongoing relationship with Wharton County Junior College (WCJC) to provide opportunities for Lamar CISD students. WCJC has provided students access to technical dual credit through courses offered at the WCJC Ft. Bend campus, and now on Lamar CISD campuses. Students have the opportunity to earn college credit and industry certifications in the WCJC Emergency Medical Technician, Process Technology, and Computer Science programs.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
Dr. Jon Maxwell, Executive Director of Student Programs
Dr. Kayse Lazar, Director of Career and Technical Education

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



Wharton County Junior College

Dual Credit Partnership Agreement 2021- 2022

The intent of this agreement is to allow **Wharton County Junior College (WCJC)** and **Lamar CISD** to partner in offering dual credit courses. Under this agreement, WCJC will conduct college courses for the ISD in the high school, college classroom, or by distance learning methods, pursuant to the rules and policies of the college, the Texas Higher Education Coordinating Board (THECB), the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), the Texas Education Agency (TEA), and the ISD.

The goals of this partnership reflect the statewide dual credit goals:

- To implement purposeful and collaborative outreach efforts to inform students and parents of the benefits and costs of dual credit, including enrollment and fee policies;
- To assist high school students in the successful transition to and acceleration through postsecondary education;
- To provide dual credit students access to student support services, including academic advising, to bridge them successfully into college course completion; and
- To ensure that the quality and rigor of dual credit courses will be sufficient to promote student success in subsequent courses.

(1) Student Eligibility Requirements

A high school student is eligible to enroll in academic dual credit courses leading to an Associate of Arts degree or technical courses leading to a Level 2 workforce certificate or Associate of Applied Science (AAS) degree under the following conditions:

- (A) Courses that require demonstration of TSI college readiness in reading and/or writing:
- a. The student achieves an English Language Arts & Reading (ELAR) score of at least 945 with an essay score of at least 5; or a score of at least 910 with a diagnostic score of at least 5 and an essay score of at least 5 on the Texas Success Initiative Assessment 2 taken January 11, 2021 or later; or
 - b. The student demonstrates college readiness by achieving a writing placement score of at least 340 and an essay score of at least 4, or a score of less than 340 and an ABE Diagnostic level of at least 4 with an essay score of at least 5; and a reading score of 351 on the Texas Success Initiative Assessment (TSIA) taken prior to January 11, 2021; or
 - c. The student achieves a Level 2 final recommended score, as defined by the Texas Education Agency (TEA), on the English II State of Texas Assessment of Academic Readiness End of Course (STAAR EOC);
or
 - d. The student achieves a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the reading test on an exam administered prior to October 15, 2015; or
 - e. The student achieves a score of 460 on the evidence-based reading and writing (EBRW) test on a PSAT/NMSQT administered on or after October 15, 2015; or

- f. The student achieves an SAT minimum score of 480 on the Evidence-Based Reading and Writing (EBRW) test on an SAT administered on or after March 5, 2016; or
- g. The student achieves an SAT combined score of 1070 with a minimum of 500 on the critical reading (verbal) on an SAT administered prior to March 5, 2016; or
- h. The student achieves an ACT composite score of 23 with an English score of at least 19; or
- i. The student achieves a composite score of 23 on the PLAN with a 19 or higher on the English portion; or
- j. The student achieves an English score of 435 on the ACT-Aspire; and
- k. The student meets all the college's prerequisite requirements for the course.

(B) Courses that require demonstration of TSI college readiness in mathematics:

- a. The student achieves a score of at least 950 or a score of 910 with a diagnostic score of at least 6 on the math section of the Texas Success Initiative Assessment 2 taken January 11, 2021 or later; or
- b. The student demonstrates college readiness by achieving a score of 350 on the math section of the Texas Success Initiative Assessment (TSIA) taken prior to January 11, 2021; or
- c. The student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra I STAAR EOC and a passing grade in the Algebra II course; or
- d. The student achieves a Level 2 final recommended score, as defined by TEA, on the Algebra II STAAR EOC; or
- e. The student achieves a combined score of 107 on the PSAT/NMSQT with a minimum of 50 on the mathematics test on an exam administered prior to October 15, 2015; or
- f. The student achieves a score of 510 on the mathematics test on a PSAT/NMSQT administered on or after October 15, 2015; or
- g. The student achieves an SAT minimum score of 530 or higher (no composite score requirement) on an SAT administered on or after March 5, 2016; or
- h. The student achieves an SAT combined score of 1070 with a math score of at least 500 on an SAT administered prior to March 5, 2016; or
- i. The student achieves an ACT composite score of 23 with a math score of at least 19; or
- j. The student achieves a composite score of 23 on the PLAN with a 19 or higher in mathematics; or
- k. The student achieves a mathematics score of 431 on the ACT-Aspire; and
- l. The student meets all the college's prerequisite requirements for the course.

WCJC encourages the ISD and the students to consult the Constitution and Contest Rules of the University Interscholastic League ("UIL") concerning eligibility for course work beyond the high school level in subject areas in which the student may participate in UIL. Participation in the dual credit program may make some students ineligible for UIL competition in certain academic areas, depending on the course taken. Students should check with ISD advisors for specific UIL requirements.

(2) Student Costs

Lamar CISD will pay all tuition, fees, and materials for the dual credit students enrolled in vocational courses. WCJC will invoice LCISD each semester for all registered students.

(3) Faculty Qualifications

- o WCJC shall select instructors of dual credit courses.
- o All instructors of dual credit courses must meet the minimal requirements as specified by the Southern Association of Colleges and Schools Commission on Colleges.

- High school faculty members selected to teach dual credit courses must meet the same criteria as WCJC adjunct faculty. These instructors must submit employment applications and official transcripts to WCJC Human Resources Department for hire as adjunct faculty. These instructors will be paid by WCJC as adjunct faculty and are expected to meet the same work requirements as those for all WCJC adjunct faculty.
- WCJC department heads, program directors, or division chairs will evaluate dual credit instructors according to WCJC Part-time Instructor Appraisal Procedures.
- WCJC department heads, program directors, or division chairs will be permitted to visit high school campuses to observe dual credit classes to ensure the quality and instructional rigor of the course in order to prepare students for subsequent college coursework.

(4) Location and Student Composition of Dual Credit Classes

Dual credit classes may be taught on the high school campus, in designated sections on the college campus, or via the internet. If taught in the high school, the dual credit class must be composed solely of dual credit, not regular high school students.

According to the rules of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), WCJC may not offer more than 49% of an associate’s degree on the high school campus. Dual credit offerings that exceed 49% of an associate’s degree must be offered online or on a WCJC campus.

If the dual credit class is taught through the internet, it is the responsibility of each ISD to provide a facilitator for the entire class period. This does not preclude students from working on internet courses outside of the ISD classroom. The facilitator ensures students are working independently and with academic integrity in the WCJC online environment.

(5) Eligible Courses and Course Materials

Courses offered for dual credit must be identified by WCJC as college-level academic or workforce courses and found in the current editions of the Lower Division Academic Course Guide Manual or the Workforce Education Course Manual adopted by the THECB. Academic courses offered as dual credit must be included in the WCJC core curriculum. WCJC may not offer remedial or developmental courses for dual credit.

WCJC shall ensure that dual credit courses and the corresponding course taught at WCJC are equivalent with respect to the curriculum, academic rigor, materials, instruction, and method of student evaluation. WCJC will conduct the scheduled classes for the number of contact hours approved by the THECB. Students who enroll in dual credit classes must follow the college calendar.

WCJC will coordinate and finalize the proposed course schedule with the ISD, in a timely manner, prior to the start of each semester. WCJC will be responsible for meeting learning objectives stipulated by the THECB. The ISD will be responsible for meeting course requirements, such as Texas Essential Knowledge and Skills (TEKS), stipulated by the TEA.

The course equivalency crosswalk for courses offered for dual credit at LCISD is as follows:

LCISD-WCJC Dual Credit Crosswalk	
LCISD Course	WCJC Course
Practicum in EMT - 7629AD	EMSP 1501 Emergency Medical Technician (Spring) 5 credits
Practicum in EMT - 7629CD	EMSP 1160 Clinical EMT (Spring) 1 credit

Introduction to Process Technology - 7108AD	PTAC 1302 Intro to Process Technology (Fall) 3 credits
Petrochemical Safety, Health & Environment - 7109BD	PTAC 1408 Safety, Health & Environment (Spring) 4 credits
Computer Science 1	ITSE 1307 Introduction to C++ Programming (Fall) 3 credits
Computer Science 1	ITSE 2331 Advanced C++ Programming (Spring) 3 credits

(6) Grading and Transcribing of Credit

The grading system published in the current edition of the WCJC catalog and further detailed in the student syllabus will be used.

WCJC is responsible for maintaining a dual credit student's college transcript. All courses will be identified on the college transcript as a regular college-level course. The high school is responsible for maintaining the student's high school transcript.

(7) Provision of WCJC Services

- Regular WCJC academic policies apply to dual credit courses. These policies include the appeal process for disputed grades, drop policy, grading policy, academic probation and suspension, and other information included in the student syllabus for the course.
- WCJC will provide dual credit students full access to WCJC libraries and electronic databases as appropriate.
- WCJC will provide dual credit students academic support services including academic advising, counseling, tutoring, and disability services.

(8) Contract

This contract shall commence with the Fall 2021 semester and shall remain in effect until August 31, 2022.

The UNDERSIGNED PARTIES do hereby certify, (1) the responsibilities specified above are properly within the statutory functions and programs of the parties to this agreement, (2) the parties are legally authorized to perform the required duties of this agreement, (3) this agreement has been duly authorized by the appropriate governing body.

Lamar CISD Superintendent

Date

WCJC President

Date

CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS

RECOMMENDATION:

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

PROGRAM DESCRIPTION:

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

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

- Ratification of May 31, 2021 Disbursements, all funds
 - List of disbursements for the month by type of expenditure
- Financial Reports
 - Year-to-Date Cash Receipts and Expenditures, General Fund only
 - Investment Report

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

Recommended for ratification:

Thomas Randle
Dr. Thomas Randle
Superintendent

SCHEDULE OF MAY 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 May total \$38,944,847 and are shown below by category.

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>	April 2021 For Reference Only
611/612	Salaries and Wages, All Personnel	21,372,181	20,640,462
614	Employee Benefits	1,159,298	1,071,518
621	Professional Services	490,150	31,814
622	Tuition and Transfer Payments	4,275	-
623	Education Services Center	20,517	136,329
624	Contracted Maintenance and Repair Services	466,312	931,915
625	Utilities	670,754	1,177,446
626	Rentals and Operating Leases	41,570	37,482
629	Miscellaneous Contracted Services	372,309	1,209,685
631	Supplies and Materials for Maintenance and Operations	394,718	509,897
632	Textbooks and Other Reading Materials	246,317	187,807
633	Testing Materials	49,837	100,123
634	Food Service	514,890	885,831
639	General Supplies and Materials	1,047,884	1,868,076
641	Travel and Subsistence -- Employee and Student	33,060	30,420
642	Insurance and Bonding Costs	460,003	1,000
643	Election Expense	-	27,685
649	Miscellaneous Operating Costs/Fees and Dues	111,844	102,109
659	Other Debt Services Fees	-	-
661	Land Purchase and/or Improvements	14,950	4,864
662	Building Purchase, Construction, and/or Improvements	9,958,398	15,117,987
663	Furniture & Equipment - \$5,000 or more per unit cost	131,223	399,305
141	Pre-paid	1,380,007	-
217	Operating Transfers, Loans and Reimbursements	242	755
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	4,108	6,837
	Total	38,944,847	44,479,347

PROGRAM DESCRIPTION:

The report above represents all expenditures made during the month of May 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 MAY 31, 2021**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	178,806,154.00	172,428,960.00	(6,377,194.00)	96.4%
5800-STATE PROGRAM REVENUES	154,687,730.00	84,187,010.00	(70,500,720.00)	54.4%
5900-FEDERAL PROGRAM REVENUES	4,035,559.00	4,381,335.00	345,776.00	108.6%
TOTAL- REVENUES	337,529,443.00	260,997,305.00	(76,532,138.00)	77.3%
EXPENDITURES				
6100-PAYROLL COSTS	281,915,574.00	204,847,852.00	77,067,722.00	72.7%
6200-PROFESSIONAL/CONTRACTED SVCS.	30,565,632.00	17,603,474.00	12,962,158.00	57.6%
6300-SUPPLIES AND MATERIALS	25,165,204.00	12,300,955.00	12,864,249.00	48.9%
6400-OTHER OPERATING EXPENDITURES	5,933,140.00	3,688,080.00	2,245,060.00	62.2%
6600-CAPITAL OUTLAY	2,995,272.00	1,007,996.00	1,987,276.00	33.7%
TOTAL-EXPENDITURES	346,574,822.00	239,448,357.00	107,126,465.00	69.1%

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

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	546,300.31	0.00	0.00	4.69	546,305.00
General Account	83,232,290.21	0.00	21,732,019.23	619.01	61,500,889.99
Health Insurance	1,233,169.63	1,840,352.56	2,475,000.00	14.45	598,536.64
Workmen's Comp	203,536.74	41,666.67	20,000.00	1.85	225,205.26
Property Tax	39,808,215.62	1,451,213.39	0.00	350.17	41,259,779.18
Vending Contract Sponsor	304,553.39	0.00	0.00	2.50	304,555.89
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Capital Projects Series 2005	1,066,262.24	0.00	0.00	9.36	1,066,271.60
Student Activity Funds	35,077.28	0.00	0.00	0.00	35,077.28
Taylor Ray Donation Account	54.72	0.00	0.00	0.00	54.72
Capital Projects Series 2007	119,319.45	0.00	0.00	0.94	119,320.39
Common Threads Donation	56,404.66	0.00	0.00	0.62	56,405.28
Debt Service 2012A	83.43	0.00	0.00	0.00	83.43
Debt Service 2012B	65.94	0.00	0.00	0.00	65.94
Debt Service 2014A	623.33	0.00	0.00	0.00	623.33
Debt Service 2014B	38.34	0.00	0.00	0.00	38.34
Debt Service 2013	26.49	0.00	0.00	0.00	26.49
Debt Service 2013A	1,963.65	0.00	0.00	0.00	1,963.65
Debt Service 2015	141.21	0.00	0.00	0.00	141.21
Debt Service 2016A	872,498.75	0.00	0.00	7.50	872,506.25
Debt Service 2016B	231,364.99	0.00	0.00	1.88	231,366.87
Debt Service 2017	180,130.69	0.00	0.00	1.56	180,132.25
Capital Projects 2017	1.00	0.00	0.00	0.00	1.00
Debt Service 2018	2,354,731.99	0.00	0.00	20.31	2,354,752.30
Capital Projects 2018	2,045.75	0.00	0.00	0.00	2,045.75
Capital Projects 2019	16,768,969.71	0.00	1,711,945.80	138.34	15,057,122.25
Debt Service 2019	3,442,340.11	0.00	0.00	29.68	3,442,369.79
Debt Service Capitalized Interest 2019	27,023.36	0.00	0.00	0.31	27,023.67
Debt Service 2020	442,579.10	0.00	0.00	3.75	442,582.85
Debt Service 2021	2,043,986.30	0.00	0.00	17.80	2,044,004.10
Debt Service Capitalized Interest 2021	0.00	5,015,072.59	0.00	19.46	5,015,092.05
Capital Projects 2021	0.00	96,000,000.00	0.00	372.26	96,000,372.26
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	680,539.63	0.00	442,338.00	2.27	238,203.90
Workers' Comp	298,991.40	0.00	0.00	1.30	298,992.70
Property Tax Fund	34,060.49	0.00	0.00	0.15	34,060.64
General Fund	2,740,838.78	0.00	0.00	11.89	2,740,850.67
Food Service Fund	45,831.36	0.00	0.00	0.20	45,831.56
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	51,435,300.01	0.00	0.00	223.14	51,435,523.15
Debt Service Series 2018	10.73	0.00	0.00	0.00	10.73
Capital Projects 2019	26,402,055.14	0.00	0.00	114.54	26,402,169.68
Capital Projects 2021	0.00	12,000,000.00	0.00	23.52	12,000,023.52
MBIA Texas CLASS Fund					
General Account	16,491,759.43	0.00	0.00	1,097.97	16,492,857.40
Capital Project Series 1998	972.15	0.00	0.00	0.04	972.19
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	2,112,132.44	0.00	0.00	140.62	2,112,273.06
Debt Service 2015	833.68	0.00	0.00	0.04	833.72
Capital Projects 2017	12,682,475.74	0.00	251,379.54	572.93	12,431,669.13
Capital Projects 2019	15,057,416.37	0.00	0.00	1,002.46	15,058,418.83
Capital Projects 2021	0.00	12,000,000.00	0.00	348.30	12,000,348.30
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	4,862.40	0.00	0.00	0.01	4,862.41
Capital Projects 2014B	2.65	0.00	0.00	0.00	2.65
Debt Service 2015	2,659.10	0.00	0.00	0.00	2,659.10
Capital Projects 2015	1.40	0.00	0.00	0.00	1.40
Capital Projects 2017	1.00	0.00	0.00	0.00	1.00
Capital Projects 2018	20,199,322.35	0.00	0.00	171.49	20,199,493.84
Debt Service 2018	129,469.39	0.00	0.00	1.18	129,470.57
Debt Service 2019	2,475,466.30	0.00	0.00	21.04	2,475,487.34
Capital Projects 2019	32,010,756.66	0.00	0.00	271.87	32,011,028.53
Capital Projects 2021	0.00	24,000,000.00	0.00	92.09	24,000,092.09
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,067,065.55	0.00	0.00	38.01	1,067,103.56
Capital Projects Series 2008	149.45	0.00	0.00	0.01	149.46
Capital Projects Series 2012A	0.21	0.00	0.00	0.00	0.21
Capital Projects Series 2014A	111,925.30	0.00	0.00	3.99	111,929.29
Capital Projects Series 2014B	500,177.38	0.00	0.00	17.81	500,195.19
Debt Service 2015	114.98	0.00	0.00	0.00	114.98
Capital Projects 2015	3,346,514.73	0.00	3,671.22	119.11	3,342,962.62
Capital Projects 2017	41.84	0.00	0.00	0.00	41.84
Capital Projects 2018	7,261,442.77	0.00	6,806,190.04	143.73	455,396.46
Debt Service 2018	67,101.41	0.00	0.00	2.39	67,103.80
Capital Projects 2019	15,146,718.20	0.00	0.00	539.47	15,147,257.67
Capital Projects 2021	0.00	96,000,000.00	0.00	1,472.72	96,001,472.72

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	0.01	\$1,616.44
LONE STAR ACCOUNT INTEREST	0.01	\$377.01
MBIA TEXAS CLASS ACCOUNT INTEREST	0.08	\$3,162.36
TEXSTAR ACCOUNT INTEREST	0.01	\$557.68
TEXAS TERM/DAILY ACCOUNT INTEREST	0.04	\$2,337.24
TOTAL CURRENT MONTH EARNINGS		\$8,050.73
EARNINGS 9-01-20 THRU 4-30-21		\$199,132.83
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$207,183.56

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

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

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

Lindsey Elementary is requesting a budget change to pay for the virtual Texas Library Association Conference.

199-12	Instr. Resources and Media Services	(109.00)
199-13	Curriculum Dev. & Instructional Staff Dev.	109.00

Tamarron Elementary is requesting a budget change to pay for extra duty for the summer reading program.

199-13	Curriculum Dev. & Instructional Staff Dev.	(2,000.00)
199-11	Instruction	2,000.00

The Performing and Visual Arts Department is requesting two budget changes:

The first budget amendment is to purchase campus musical instruments.

199-23	School Leadership	(2,500.00)
199-52	Security & Monitoring Services	(2,500.00)
199-11	Instruction	5,000.00

The second budget amendment is to pay for the replacement of stage curtains at Lamar Consolidated High School Auditorium.

199-51	Facilities Maintenance & Operations	(4,240.00)
199-36	Extracurricular Activities	4,240.00

The Special Education Department is requesting three budget changes:

The first budget amendment is to purchase supplies for the ESY Social Skills Camp.

199-36	Extracurricular Activities	(2,000.00)
199-11	Instruction	2,000.00

The second budget amendment is to purchase additional laptops and instructional materials for Dyslexia students.

199-13	Curriculum Dev. & Instructional Staff Dev.	(12,460.00)
199-11	Instruction	12,460.00

The third budget amendment is to pay for Special Education summer school extra duty.

199-31	Guidance, Counseling & Evaluation Svc.	(22,470.00)
199-11	Instruction	22,470.00

The Advanced Studies and College & Career Readiness Departments are requesting a budget change to pay extra duty for security officers working during AP testing held on a Saturday.

199-21	Instructional Leadership	(709.00)
199-52	Security and Monitoring Services	709.00

**CONSIDER DESIGNATION OF TEXAS ASSOCIATION OF SCHOOL BOARDS
DELEGATE AND ALTERNATE TO THE 2021 TEXAS ASSOCIATION OF
SCHOOL BOARDS (TASB) FALL CONVENTION**

RECOMMENDATION:

That the Board of Trustees designate _____ as the delegate
and _____ as the alternate to the 2021 Texas Association of
School Boards fall convention.

IMPACT/RATIONALE:

Each year the Board designates a delegate and alternate to represent our district at the TASB fall convention. Last year, our delegate was Jon Welch and our alternate was Alex Hunt. The 2021 TASB/TASA Convention will be held in Dallas, Texas, September 24-26, 2021.

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION AND ACTION ON TASB ADVOCACY AGENDA
CALL FOR RESOLUTIONS**

IMPACT/RATIONALE

By request, the Board of Trustees will discuss and take possible action on new Advocacy Resolutions that will help form TASB's responses to issues before the Legislative and other governmental entities during the legislative session. TASB will be accepting resolutions until June 15, 2021.

See the attached for current TASB 2020-2022 Advocacy Agenda Resolutions.

Submitted by: Roosevelt Nivens, Ed.D., Superintendent

TASB 2020–2022 Advocacy Agenda Resolutions

As Adopted October 3, 2020 by the TASB Delegate Assembly

Accountability

TASB advocates for legislation that repeals the notion of rating schools or districts on an A–F scale and supports a rating system that places more emphasis on local accountability.

TASB advocates for an accountability system that does not apply the same sanctions to campuses and districts that receive a D rating over two consecutive years as the sanctions applied to F-rated campuses.

TASB advocates for an accountability system in which the Texas Education Agency informs school districts about accountability standards no later than the beginning of the school year in which the standards are to be applied.

TASB advocates for the modification of the current accountability system to increase the weight of the community-based measures for district and campus ratings.

Charter Schools and Privatization of Public Education

TASB advocates for a review and approval process to prevent an oversaturation of charter schools in particular geographic areas.

TASB advocates for legislation that prevents the use of the Permanent School Fund to back charter school bonds with a low underlying rating.

TASB advocates for legislation that requires charter schools to accept all students who wish to enroll, including students with a documented history of discipline problems.

TASB advocates for legislation that would require the commissioner to consider, at a minimum, whether a charter holder has achieved the representations and goals included in its initial charter application.

TASB advocates for legislation that provides state funding for charter schools at a per-student funding level that is no greater than that of the school districts where they are located.

TASB advocates for transparency and notice requirements in charter applications and amendment requests, including specific locations of proposed new campuses, sufficient notice and opportunity for analysis and public comment, and a fiscal note including a charter's cost to the state, impact on local districts, and cost of anticipated enrollment growth over ten years.

COVID-19 Pandemic

TASB advocates for no reductions in state funding due to COVID-19.

TASB advocates for ceasing the administration of STAAR™ (State of Texas Assessments of Academic Readiness) standardized testing for the 2020–21 and 2021–22 school years and affording school districts the opportunity to utilize locally developed diagnostic assessment or universal screeners.

TASB calls upon the Texas Legislature to designate “broadband internet access” as an essential utility for the State of Texas by supporting a statewide approach to connect all Texas families to broadband and providing funding so that school districts may update their technology infrastructure for wider access and faster communication to counter the disruptions caused by COVID-19 and other future natural disasters and emergencies.

Due to the funding pressures created by COVID-19, TASB advocates for the removal or delay of the requirement established by House Bill 3 (86th Session) that all kindergarten through third-grade teachers, including special education teachers, and principals must attend a “teacher literacy achievement academy” by the 2022–23 school year.

TASB advocates for district accountability based on industry-based certification be waived due to the unknown factors caused by COVID-19.

TASB advocates that the 90 percent attendance rule for class credit or final grade be waived for the 2020–21 school year.

TASB advocates for the extension of the educator certification waiver created in response to the COVID-19 pandemic for an additional year.

TASB advocates for additional funding to preserve staff during economic recovery.

TASB advocates for the postponement of School Financial Integrity Rating System of Texas (FIRST) ratings for the 2020–21 year.

TASB advocates all retired school personnel be authorized to substitute in a vacant position for up to 90 school days instead of the current 20.

TASB supports using student enrollment in the calculation of the weighted average daily attendance instead of the current “seat time” attendance reporting.

TASB opposes federal waivers on the CARES Act funding that would allow the state to reduce its maintenance of effort, i.e., that allows the state to supplant its funding with federal funds.

TASB calls upon the Texas Legislature to amend current law to authorize school districts to provide their own full remote learning opportunity for their students without limited credit options.

TASB advocates for waiving the requirement in Texas Education Code § 44.008 for districts to submit their annual audit within 150 days of the end of their fiscal year.

TASB advocates for allowing school districts to count as present for purposes of average daily attendance students who receive online instruction during extended absences.

TASB advocates for K–12 public schools to remain “in-person” and not be entirely replaced by a virtual learning platform, except when it would threaten the health and safety of students or staff.

Governance

TASB advocates that trustees of independent school districts maintain all powers and duties to govern their respective school districts if not otherwise outlined in statute and that those rights should be preserved and protected from any state agency or other entity that would substitute its judgment for the lawful execution of those powers and duties by trustees of independent school districts.

TASB opposes legislation that increases ballot language requirements, limits dates upon which elections may be held, or creates additional requirements for voter-approved tax rate elections and bond elections, such as voter turnout thresholds.

TASB calls upon the commissioner of education, State Board of Education, and Texas Education Agency to collaborate with public education stakeholders when drafting legislation and rules to enact policy that is in the best interest of students and schools.

TASB advocates for legislation that will ensure the authority to make decisions regarding district consolidation will remain with local school districts.

TASB advocates for legislation that requires that local boards of trustees have discretion over the spending of any additional funding dedicated to compensation of district staff.

TASB opposes adding measures or initiatives that would designate use of Foundation School Program funding for mandated programs thereby lessening local discretionary funding per pupil.

TASB advocates for ceasing the crossing of district boundaries to transport students into another district without interlocal agreements.

TASB advocates for the continuation of the Texas Tax Code Chapter 313 as currently allowed by state statute and extending the current expiration date of the program.

TASB advocates for removing “transfer annually” from Texas Education Code § 25.036 and adding language making school transfer agreements terminable at any time by either the district or parent.

Instructional Materials and Curriculum

TASB advocates for legislation that adequately funds the Instructional Materials Allotment (IMA) to ensure districts are able to meet increasing costs and adequately fund required materials adoptions. Legislation also should be explored that would serve to tie funding under IMA to the State Board of Education proclamations that are issued. Finally, the statute governing IMA should be revised to include an element of permanency as the current language leaves funding to the whim of each legislative session.

TASB calls upon the Texas Legislature to require that the State Board of Education streamline the Texas Essential Knowledge and Skills. Limiting standards for each subject at each grade level to what can be taught prior to state-mandated tests within the given school year.

TASB advocates for a requirement to allow the use of open education resources in agreements and memorandums of understanding between local education districts and institutions of higher education regarding textbooks and educational resources for dual-credit programs.

TASB advocates for the inclusion of industry-based and military professionals in the Texas Essential Knowledge and Skills (TEKS) streamlining process for the purpose of TEKS prioritization and alignment with the goal of college, career, and military readiness for all students.

TASB advocates that all students have access to an equitable delivery of music, dance, theatre, and visual arts education taught by certified fine arts educators.

Public School Finance

TASB advocates for increased sustainable state revenue sources to ensure the continued financial support to school districts provided by House Bill 3 (86th Session).

TASB advocates for legislation that reviews modifications made to the state maximum compressed tax rate outlined in House Bill 3 (86th Session).

TASB advocates for legislation that improves funding for facilities, such as through the Existing Debt Allotment, Instructional Facilities Allotment, and New Instructional Facilities Allotment, to include a higher percentage of students and so that funding is provided for fast-growth districts.

TASB advocates for greater transparency of district tax revenue by creating a separate line item in each taxpayer's bill that shows the portion of district maintenance-and-operations tax revenue recaptured by the state.

TASB advocates for the Texas Legislature to share the cost of funding public schools by providing at least 50 percent of the Foundation School Program formula funding.

TASB advocates for modifying the property value study to increase the margin of error from 5 percent to 10 percent and, if the local appraisal roll value is deemed invalid, to allow a school district to qualify for a grace period if the appraisal district made a good faith effort to appraise at market value.

TASB supports legislation that exempts public school buses from paying tolls for use of toll roads operated by the state and regional mobility authorities or their contractors.

Student Issues

TASB advocates for full funding for statewide, universal, high-quality, full-day prekindergarten programs to include facilities.

TASB advocates for adequate funding and support for special education.

TASB advocates for the protection of vulnerable student groups, such as English language learners, those with special needs, or those from low-income families who tend to feel the

brunt of education cuts, and ensure that any cuts made to education do not fall disproportionately on these high-need student groups.

TASB advocates for legislation that examines current student enrollment growth and considers adjusting the basic allotment and/or special program weights to adequately fund the educational needs of special populations to include those with limited English proficiency, special needs, economic disadvantage, or factors that qualify them as at risk.

TASB advocates for an assessment system that recognizes students who have successfully completed advanced coursework and prohibits the administration of state exams for courses completed in previous grades by those students.

Teacher and Staff Issues

TASB advocates for choice of healthcare insurance providers.

TASB calls upon the Texas Legislature to increase state funding of TRS-ActiveCare and TRS-Care so that the benefits for and contributions from district employees are equivalent to state employees under the Employees Retirement System of Texas.

**CONSIDER APPROVAL OF THE AGREEMENT
WITH MEMORIAL HERMANN COMMUNITY BENEFIT CORPORATION**

RECOMMENDATION:

That the Board of Trustees approve the service agreement with Memorial Hermann Benefit Corporation for the school-based health clinics at Lamar Consolidated High School and Terry High School.

IMPACT/RATIONALE:

In 2002, Lamar CISD entered into an agreement with Memorial Hermann to provide a school-based health clinic. Memorial Hermann provides the clinic building and staff (nurse practitioner, LVN, social worker, receptionist, and part-time dietitian) for the Lamar Consolidated High School and Terry High School feeder patterns. All services will be free of charge to students in both feeder patterns.

Services include:

- Health screenings
- Physicals
- Immunizations
- Treatment of acute minor illnesses and injuries
- Health education
- Nutritional counseling
- Individual and group counseling
- Case management
- Expert medial consultation.

Lamar CISD provides the space for the clinics and transportation to students when needed.

Submitted by: Dr. Terri Mossige, Chief Academic Officer
 Dr. Jon Maxwell, Executive Director of Student Programs
 Dr. Jennifer Roberts, Director of Student Support Services

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**AGREEMENT BETWEEN
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (THE LAMAR CLINIC)
AND
MEMORIAL HERMANN COMMUNITY BENEFIT CORPORATION
(the “Agreement”)**

This Agreement for services is made by and between the Lamar Consolidated Independent School District (“LCISD”), 3911 Avenue I, Rosenberg, Texas 77471, and Memorial Hermann Community Benefit Corporation (‘Memorial Hermann’) a non-profit corporation organized under the Laws of the State of Texas, with offices at 909 Frostwood, Suite 2.205, Houston, Texas 77024.

WHEREAS, LCISD and Memorial Hermann desire good health for children and families;

WHEREAS, LCISD and Memorial Hermann desire to promote adequate health services for disadvantaged students through establishing a school-based health center (the “Center”);

WHEREAS, LCISD and Memorial Hermann desire to improve outcomes for children and families;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. The Program

Memorial Hermann is a community-based, not-for-profit healthcare corporation. Since 1907, the mission of the Memorial Hermann Health System and its subsidiaries such as Memorial Hermann has been to improve the health and well being of those who live in the communities they serve. LCISD had long lobbied for a school based health center to serve its uninsured and under-insured student populations. In 2003 Memorial Hermann Health Centers for Schools—Lamar Clinic began serving students facing barriers to healthcare at the Lamar feeder pattern schools. (The students and siblings of students attending Jackson Elementary are also served.) In 2012, a similar clinic began serving students at the Terry feeder pattern schools. In 2018, both clinics began serving selective populations for the district: homeless, parenting teens and their children (age 3 months and above), and uninsured ADHD students.

The Center operates year round. School nurses coordinate appointments. Center staff consists of a nurse practitioner and a licensed vocational nurse with medical supervision by a pediatrician or family practitioner. A licensed clinical social worker, receptionist, and part-time dietitian complete the staffing model. Services include health screenings, physicals, immunizations, treatment of acute minor illnesses and injuries, family planning services, some chronic care, laboratory work and prescribed pharmaceuticals associated with the visit, health education, nutritional counseling, individual and group counseling, case management and expert medical consultation.

All services are provided at no cost to students or families. Medicaid and Medicaid Managed Care are billed for eligible/enrolled students incurring covered services. No cash is collected at the center site.

A dentist and dental assistant provide screenings, cleanings, fillings, sealants, simple extractions, and education on a mobile dental van. They are at each clinic site for a month at a time, approximately four months a year. The priority for service is students facing barriers to oral healthcare access.

Referrals for services requiring more extensive medical care are made to public providers and private physicians who accept Medicaid and CHIP eligible clients. The center strives to direct children with Medicaid, CHIP, or private insurance to their primary care provider and to encourage families with the potential of insurance to apply. To assist this effort a part-time Navigator has been added to the team to work closely with the clinic staff.

2. Scope of Services

Services to be provided by Memorial Hermann:

- Pay the costs for building, installing, removing, insuring, equipping, and maintaining the Center and mobile dental van. The parties understand that in the event that this Agreement is terminated, the modular buildings and equipment purchased by Memorial Hermann will remain Memorial Hermann property.
- Provide or arrange for appropriate clinical and administrative personnel to perform the program's scope of services
- Cooperate in case management in a collaborative environment with the school nurses, counselors and social workers
- Pay salary, benefits, and liability insurance for Memorial Hermann employed staff
- Provide evidence of insurance to LCISD
- Provide or arrange for medical services to include: health education, prevention and screening; physicals; immunizations; treatment of minor acute illnesses and injuries; laboratory testing and prescribed pharmaceuticals associated with the visit; nutritional counseling; family planning services; referral and follow-up. Social work services to include: individual and group counseling and case management. Dental services to include: screenings, cleanings, fillings, sealants, simple extractions, and education.
- Provide reports to LCISD on the number of students and families served
- Dispose of biochemical waste material

Services to be provided by LCISD:

- Make available, as a key contact, the supervisor of school nurses/social workers

- Provide appropriate operational land to Memorial Hermann, at no charge, for the location of the modular center and mobile dental van
- Provide appropriate operational office space for the selective special interest populations dedicated to the entire district
- Construct and maintain ramps for wheel chair access to the Center and provide canopy (if necessary) for coverage
- Furnish the electric, gas, sanitary sewer, and water for operating the Center and dental van
- Provide bus transportation between schools served and the Center during the school year
- Refer students, with parental consent, to the Center as appropriate (typically nurses refer for medical services; counselors and social workers for counseling services)
- Provide in-services on LCISD procedures for Center staff
- Provide Center housekeeping services with the exception of biochemical waste
- Provide security to the Center consistent with the rest of the grounds
- Provide for Center staff to have access to the clinic during school holidays
- Cooperate with Memorial Hermann regarding the necessary security and protection of on-site drugs
- Cooperate in case management in a collaborative environment between the Center staff, school nurses, counselors, and social workers

3 Term of Agreement

This Agreement shall commence on September 1, 2021, and continue through August 31, 2022. This Agreement may be terminated by either party as provided in the termination section of this Agreement.

4. Termination of Agreement

Either party shall have the right to terminate this Agreement with or without cause upon providing thirty (30) days advance written notice to the other party. Neither party shall incur liability for termination of this Agreement if in compliance with this provision.

5. Reports

Memorial Hermann agrees to furnish all information, documentation, and reports reasonably requested by LCISD pertaining to services performed incident to this Agreement. Lamar Consolidated Independent School district reserves the right to perform an evaluation of these services in order to determine the benefits conferred upon LCISD. LCISD agrees to furnish student information requested by Memorial Hermann on student grades, absenteeism, and conduct so that Memorial Hermann can measure outcomes to determine the benefits conferred.

6. Relationship of Parties

Neither Memorial Hermann nor any employee or independent contractor utilized by Memorial Hermann shall be deemed for any purpose to be an employee or agent of LCISD. This Agreement does not, and shall not be construed to, create a joint venture, joint enterprise, or business partnership under Texas Law. Memorial Hermann assumes full responsibility for the actions of its employed personnel while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), injured employee or disability benefits and like requirements and obligations.

7. No Waiver of Immunity

Neither party relinquishes any immunity or defense on behalf of itself, its directors, trustees, officers, employees, or agents as a result of the execution of this Agreement and performance of the functions or obligations described herein.

8. Governing Law

This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent to the jurisdiction and venue of the courts of Harris County, Texas for any action under this Agreement.

9. Triplicate Originals

This Agreement is executed in three originals, each of which shall have the full force and effect of but one Agreement and each of which shall constitute but one and the same instrument.

10. No Assignment

No Assignment of this Agreement, or of any duty or obligation of performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.

11. Authorization of Agreement

Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this agreement constitutes a valid and enforceable obligation of such

party according to its terms. LCISD agrees that Memorial Hermann may carry out some of its obligations hereunder via its parent company, Memorial Hermann Healthcare System, and that said company shall have all the rights and obligations of Memorial Hermann.

12. Notice

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To Memorial Hermann-

Memorial Hermann Community Benefit Corporation
Attn: Ms. Deborah Ganelin
909 Frostwood, Suite 2.205
Houston, Texas 77024

To LCISD-

Lamar Consolidated Independent School District
Superintendent of Schools
3911 Avenue I
Rosenberg, Texas 774471

Any party may designate a different address by giving the other party ten days written notice in the manner provided above.

13. Section Headings

The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

14. Student Records

To the extent that Memorial Hermann will come into possession of student records incidental to this Agreement, Memorial Hermann agrees to comply with all requirements of the Family Educational Rights and Privacy Act. In the event that LCISD is required to furnish information of records, pursuant to the Open Records Act, Memorial Hermann shall furnish all such information and records to LCISD, and LCISD shall have the right to release such information and records, subject to patient privacy laws and state law.

15. Complete Understanding

This Agreement shall constitute the complete understanding of Memorial Hermann and LCISD and may not be modified in any manner without the express written consent of both parties.

16. No Waiver

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

17. Force Majeure

Neither party shall be responsible to the other for failure to perform its responsibilities where such failure is due to causes beyond the reasonable control of the party including, but not limited to, civil disasters, labor strikes, war or civil insurrection, terrorism, and fire or other casualty.

IN WITNESS THEREOF, LCISD AND MEMORIAL HERMANN have signed this Agreement on the respective dates below, but shall be effective on the commencement date in the above Section 3.

MEMORIAL HERMANN

LAMAR CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT

Carol Paret
Chief Community Health Officer
Date: _____

Printed Name: _____
Title: _____
Date: _____

Printed Name: _____
Title: _____
Date: _____

**Approved as to Legal Form Only
On behalf of MHHS**

**By: Kristin Tiller
Assistant General Counsel
Date: May 11, 2021**

Printed Name: _____
Title: _____
Date: _____

**AGREEMENT BETWEEN
LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (THE TERRY CLINIC)
AND
MEMORIAL HERMANN COMMUNITY BENEFIT CORPORATION
(the “Agreement”)**

This Agreement for services is made by and between the Lamar Consolidated Independent School District (“LCISD”), 3911 Avenue I, Rosenberg, Texas 77471, and Memorial Hermann Community Benefit Corporation (‘Memorial Hermann’) a non-profit corporation organized under the Laws of the State of Texas, with offices at 909 Frostwood, Suite 2.205, Houston, Texas 77024.

WHEREAS, LCISD and Memorial Hermann desire good health for children and families;

WHEREAS, LCISD and Memorial Hermann desire to promote adequate health services for disadvantaged students through establishing a school-based health center (the “Center”);

WHEREAS, LCISD and Memorial Hermann desire to improve outcomes for children and families;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

I. The Program

Memorial Hermann is a community-based, not-for-profit healthcare corporation. Since 1907, the mission of the Memorial Hermann Health System and its subsidiaries such as Memorial Hermann has been to improve the health and well being of those who live in the communities they serve. LCISD had long lobbied for a school based health center to serve its uninsured and under-insured student populations. Since 2003 Memorial Hermann Health Centers for Schools—Lamar Clinic has served students facing barriers to healthcare at the Lamar feeder pattern schools. In 2012 Memorial Hermann Health Centers for Schools—Terry Clinic began serving uninsured and Medicaid students, as well as insured students facing barriers to health care within the Terry feeder pattern schools. In 2018, both clinics began serving selective populations for the district: homeless, parenting teens and their children (age 3 months and above), and uninsured ADHD students.

The Center operates year round. School nurses coordinate appointments. Center staff consists of a nurse practitioner and a licensed vocational nurse with medical supervision by a pediatrician or family practitioner. A licensed clinical social worker, receptionist, and part-time dietitian complete the staffing model. Services include health screenings, physicals, immunizations, treatment of acute minor illnesses and injuries, family planning services, some chronic care, laboratory work and prescribed pharmaceuticals associated with the visit, health education, nutritional counseling, individual and group counseling, case management and expert medical consultation.

All services are provided at no cost to students or families. Medicaid and Medicaid Managed Care are billed for eligible/enrolled students incurring covered services. No cash is collected at the center site, and families are not billed.

A dentist and dental assistant provide screenings, cleanings, fillings, sealants, simple extractions, and education on a mobile dental van. They are at each clinic site for a month at a time, approximately four months a year. The priority for service is students facing barriers to oral healthcare access.

Referrals for services requiring more extensive medical care are made to public providers and private physicians who accept Medicaid and CHIP eligible clients. The center strives to direct children with Medicaid, CHIP, or private insurance to their primary care provider and to encourage families with the potential of insurance to apply. To assist this effort a part-time Navigator has been added to the team to work closely with the clinic staff.

2. Scope of Services

Services to be provided by Memorial Hermann:

- Pay the costs for building, installing, removing, insuring, equipping, and maintaining the Center and mobile dental van. The parties understand that in the event that this Agreement is terminated, the modular buildings and equipment purchased by Memorial Hermann will remain Memorial Hermann property.
- Provide or arrange for appropriate clinical and administrative personnel to perform the program's scope of services
- Cooperate in case management in a collaborative environment with the school nurses, counselors and social workers
- Pay salary, benefits, and liability insurance for Memorial Hermann employed staff
- Provide evidence of insurance to LCISD
- Provide or arrange for medical services to include: health education, prevention and screening; physicals; immunizations; treatment of minor acute illnesses and injuries; laboratory testing and prescribed pharmaceuticals associated with the visit; nutritional counseling; family planning services; referral and follow-up. Social work services to include: individual and group counseling and case management. Dental services to include: screenings, cleanings, fillings, sealants, simple extractions, and education.
- Provide reports to LCISD on the number of students and families served
- Dispose of biochemical waste material

Services to be provided by LCISD:

- Make available, as a key contact, the supervisor of school nurses/social workers
- Provide appropriate operational land to Memorial Hermann, at no charge, for the location of the modular center and mobile dental van
- Provide appropriate operational office space for the selective special interest populations dedicated to the entire district
- Construct and maintain ramps for wheel chair access to the Center and provide canopy (if necessary) for coverage
- Furnish the electric, gas, sanitary sewer, and water for operating the Center and dental van
- Provide bus transportation between schools served and the Center during the school year
- Refer students, with parental consent, to the Center as appropriate (typically nurses refer for medical services; counselors and social workers for counseling services)
- Provide in-services on LCISD procedures for Center staff
- Provide Center housekeeping services with the exception of biochemical waste
- Provide security to the Center consistent with the rest of the grounds
- Provide for Center staff to have access to the clinic during school holidays
- Cooperate with Memorial Hermann regarding the necessary security and protection of on-site drugs
- Cooperate in case management in a collaborative environment between the Center staff, school nurses, counselors, and social workers

3 Term of Agreement

This Agreement shall commence on September 1, 2021, and continue through August 31, 2022. This Agreement may be terminated by either party as provided in the termination section of this Agreement.

4. Termination of Agreement

Either party shall have the right to terminate this Agreement with or without cause upon providing thirty (30) days advance written notice to the other party. Neither party shall incur liability for termination of this Agreement if in compliance with this provision.

5. Reports

Memorial Hermann agrees to furnish all information, documentation, and reports reasonably requested by LCISD pertaining to services performed incident to this Agreement. Lamar Consolidated Independent School district reserves the right to perform an evaluation of these services in order to determine the benefits conferred upon LCISD. LCISD agrees to furnish student information requested by Memorial Hermann on student grades, absenteeism, and conduct so that Memorial Hermann can measure outcomes to determine the benefits conferred.

6. Relationship of Parties

Neither Memorial Hermann nor any employee or independent contractor utilized by Memorial Hermann shall be deemed for any purpose to be an employee or agent of LCISD. This Agreement does not, and shall not be construed to, create a joint venture, joint enterprise, or business partnership under Texas Law. Memorial Hermann assumes full responsibility for the actions of its employed personnel while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), injured employee or disability benefits and like requirements and obligations.

7. No Waiver of Immunity

Neither party relinquishes any immunity or defense on behalf of itself, its directors, trustees, officers, employees, or agents as a result of the execution of this Agreement and performance of the functions or obligations described herein.

8. Governing Law

This Agreement is made in Texas and shall be construed, interpreted, and governed by the laws of such state. The parties consent to the jurisdiction and venue of the courts of Harris County, Texas for any action under this Agreement.

9. Triplicate Originals

This Agreement is executed in three originals, each of which shall have the full force and effect of but one Agreement and each of which shall constitute but one and the same instrument.

10. No Assignment

No Assignment of this Agreement, or of any duty or obligation of performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.

11. Authorization of Agreement

Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this agreement constitutes a valid and enforceable obligation of such party according to its terms. LCISD agrees that Memorial Hermann may carry out some of its obligations hereunder via its parent company, Memorial Hermann Healthcare System, and that said company shall have all the rights and obligations of Memorial Hermann.

12. Notice

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To Memorial Hermann-

Memorial Hermann Community Benefit Corporation
Attn: Ms. Deborah Ganelin
909 Frostwood, Suite 2.205
Houston, Texas 77024

To LCISD-

Lamar Consolidated Independent School District
Superintendent of Schools
3911 Avenue I
Rosenberg, Texas 774471

Any party may designate a different address by giving the other party ten days written notice in the manner provided above.

13. Section Headings

The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

14. Student Records

To the extent that Memorial Hermann will come into possession of student records incidental to this Agreement, Memorial Hermann agrees to comply with all requirements of the Family Educational Rights and Privacy Act. In the event that LCISD is required to furnish information of records, pursuant to the Open Records Act, Memorial Hermann shall furnish all such information and records to LCISD, and LCISD shall have the right to release such information and records, subject to patient privacy laws and state law.

15. Complete Understanding

This Agreement shall constitute the complete understanding of Memorial Hermann and LCISD and may not be modified in any manner without the express written consent of both parties.

16. No Waiver

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

17. Force Majeure

Neither party shall be responsible to the other for failure to perform its responsibilities where such failure is due to causes beyond the reasonable control of the party including, but not limited to, civil disasters, labor strikes, war or civil insurrection, terrorism, and fire or other casualty.

IN WITNESS THEREOF, LCISD AND MEMORIAL HERMANN have signed this Agreement on the respective dates below, but shall be effective on the commencement date in the above Section 3.

MEMORIAL HERMANN

LAMAR CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT

Carol Paret,
Chief Community Health Officer
Date: _____

Printed Name: _____
Title: _____
Date: _____

Printed Name: _____
Title: _____
Date: _____

**Approved as to Legal Form Only
On behalf of MHHS**


**By: Kristin Tiller
Assistant General Counsel
Date: May 11, 2021**

Printed Name: _____
Title: _____
Date: _____

**CONSIDER APPROVAL OF CENTERPOINT ENERGY ELECTRIC AERIAL
EASEMENT FOR BERNARD CLIFTON TERRELL, JR. ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the CenterPoint Energy electric aerial easement at Bernard Clifton Terrell, Jr. Elementary School, and authorize the Board President to execute the easement documents.

IMPACT/RATIONALE:

This electrical easement to CenterPoint Energy is for specific overhead service over a current utility easement already in place on the west side of the site. This easement is for the Candela Subdivision. This project is allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval and execution of this specific easement, CenterPoint Energy will begin the installation of overhead service.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

An unobstructed aerial easement eight (8) feet wide, beginning at a plane sixteen (16) feet above ground and extending upward, located easterly of and adjoining the seven (7) foot wide utility easement described on Exhibit "D" in an instrument recorded in County Clerk's File No. 2020094434 of the Official Public Records in Fort Bend County, Texas.

To the extent that such laws and codes apply to Grantor, its successors and assigns, Grantor or its successors and assigns shall observe all safety codes and laws which apply to working along, within and/or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including the Occupational Safety and Health Administration ("O.S.H.A."), Chapter 752 of the Texas Health and Safety Code, the National Electric Code, and the National Electrical Safety Code.

Notwithstanding the description of the Easement Area set forth herein, the parties intend that the Easement Area herein granted shall run to the edge of Grantor's Property so that the exteriors of all ground and/or aerial easements herein granted are to intersect with the exteriors of all adjoining easements and/or property lines without creating any gaps between the Easement Area herein granted and any existing easements and/or property lines.

It is expressly stipulated that Grantor, its successors, heirs and assigns, shall not have the right to cause nor permit any structures of whatsoever size, kind and nature, including, but not limited to, antennas or other objects whether temporary or permanent, to be constructed, installed or placed within said Easement Area without the express written consent and approval of Grantee.

The Easement Area herein granted shall be an unobstructed aerial easement with reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining,

replacing, inspecting, and removing said Facilities, together with the additional right to remove from said Easement Area and Grantor's Property immediately adjoining thereto, all bushes, trees and parts thereof, or other structures or improvements which are within, protrude, bisect, encroach or overhang into said Easement Area and which, in the sole opinion of Grantee, endanger or may interfere with the efficient, safe and proper operation, and maintenance of said Facilities.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described Easement and rights unto said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title or actions taken by others which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

The terms, conditions and provisions contained herein constitute the complete and final agreement between Grantor and Grantee, (collectively the "Parties") with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the Parties and, by Grantor's signature affixed hereto and Grantee's use of the Easement, the Parties evidence their agreement thereof. No oral or written agreements made or discussed prior to, or subsequent to, the execution of this Easement shall supersede those contained herein. Any and all revisions, amendments and/or exceptions to the terms, conditions and provisions contained in this Easement shall be in written, recordable form and executed by both parties, or their respective successors or assigns in order to be deemed valid.

EXECUTED this _____ day of _____, 20____.

Lamar Consolidated Independent School District, a political subdivision of the State of Texas

BY: _____
Signature

Name typed or printed

Title

STATE OF TEXAS }

COUNTY OF FORT BEND }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, _____ of Lamar Consolidated Independent School District, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that ()he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said district.

Given under my hand and seal of office this _____ day of _____, 20____.

Notary's Signature

Name typed or printed

Commission Expires

**AFTER RECORDING RETURN TO:
SURVEYING & RIGHT OF WAY
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
P. O. BOX 1700
HOUSTON, TX 77251-1700**

Developer Approval

Contractor Approval

City Approval

Final Approval

As of 8/10/20

Signature

Signature

Signature

Signature

Electrical Requirements

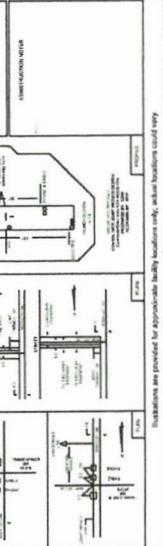
1. All electrical work shall be in accordance with the National Electrical Code (NEC) and all applicable local codes and ordinances.

2. All electrical work shall be installed in accordance with the manufacturer's instructions and the applicable code requirements.

3. All electrical work shall be installed in a safe and sound manner, and shall be subject to inspection and approval by the City of Houston.

4. All electrical work shall be installed in a permanent and durable manner, and shall be subject to inspection and approval by the City of Houston.

5. All electrical work shall be installed in a safe and sound manner, and shall be subject to inspection and approval by the City of Houston.



Lighting Legend

Overhead Construction

Underground Construction

Street Light Placement Detail

Lighting Schedule

Item	Quantity	Notes
1	1	Street Light
2	1	Street Light
3	1	Street Light
4	1	Street Light
5	1	Street Light
6	1	Street Light
7	1	Street Light
8	1	Street Light
9	1	Street Light
10	1	Street Light
11	1	Street Light
12	1	Street Light
13	1	Street Light
14	1	Street Light
15	1	Street Light
16	1	Street Light
17	1	Street Light
18	1	Street Light
19	1	Street Light
20	1	Street Light
21	1	Street Light
22	1	Street Light
23	1	Street Light
24	1	Street Light
25	1	Street Light
26	1	Street Light
27	1	Street Light
28	1	Street Light
29	1	Street Light
30	1	Street Light
31	1	Street Light
32	1	Street Light
33	1	Street Light
34	1	Street Light
35	1	Street Light
36	1	Street Light
37	1	Street Light
38	1	Street Light
39	1	Street Light
40	1	Street Light
41	1	Street Light
42	1	Street Light
43	1	Street Light
44	1	Street Light
45	1	Street Light
46	1	Street Light
47	1	Street Light
48	1	Street Light
49	1	Street Light
50	1	Street Light

Street Light Placement Detail

Notes

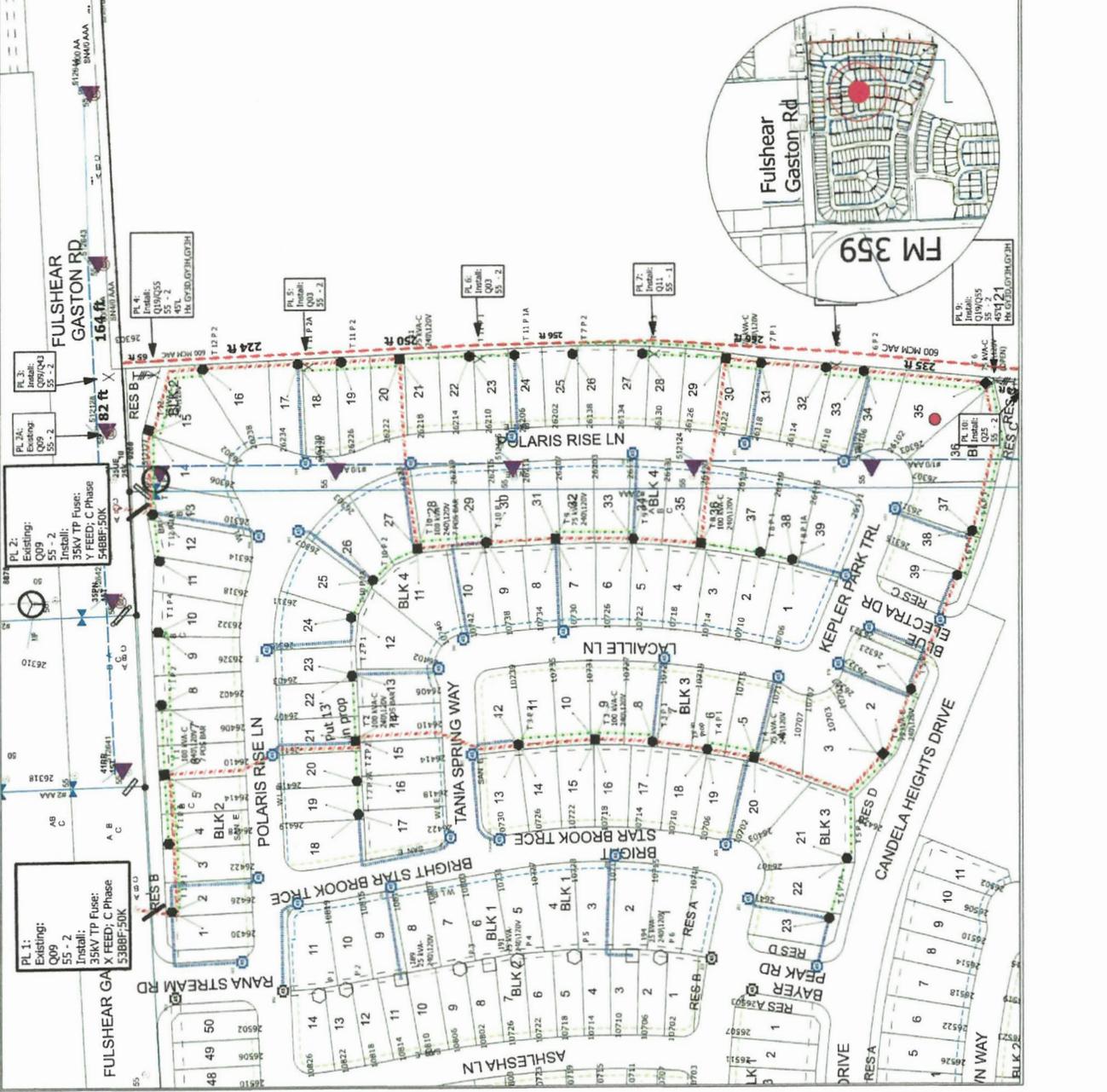
1. All electrical work shall be in accordance with the National Electrical Code (NEC) and all applicable local codes and ordinances.

2. All electrical work shall be installed in accordance with the manufacturer's instructions and the applicable code requirements.

3. All electrical work shall be installed in a safe and sound manner, and shall be subject to inspection and approval by the City of Houston.

4. All electrical work shall be installed in a permanent and durable manner, and shall be subject to inspection and approval by the City of Houston.

5. All electrical work shall be installed in a safe and sound manner, and shall be subject to inspection and approval by the City of Houston.



PL 1:
Existing:
Q09
55 - 2
Install:
35KV TP Fuse:
Y FEED, C Phase
538BF-50K

PL 2:
Existing:
Q09
55 - 2
Install:
35KV TP Fuse:
Y FEED, C Phase
548BF-50K

PL 3:
Existing:
Q09
55 - 2
Install:
35KV TP Fuse:
Y FEED, C Phase
548BF-50K

PL 4:
Existing:
Q09
55 - 2
Install:
35KV TP Fuse:
Y FEED, C Phase
548BF-50K

PL 5:
Existing:
Q09
55 - 2
Install:
35KV TP Fuse:
Y FEED, C Phase
548BF-50K

PL 6:
Existing:
Q09
55 - 2
Install:
35KV TP Fuse:
Y FEED, C Phase
548BF-50K

PL 7:
Existing:
Q09
55 - 2
Install:
35KV TP Fuse:
Y FEED, C Phase
548BF-50K

PL 8:
Existing:
Q09
55 - 2
Install:
35KV TP Fuse:
Y FEED, C Phase
548BF-50K

PL 9:
Existing:
Q09
55 - 2
Install:
35KV TP Fuse:
Y FEED, C Phase
548BF-50K

PL 10:
Existing:
Q09
55 - 2
Install:
35KV TP Fuse:
Y FEED, C Phase
548BF-50K

**CONSIDER APPROVAL OF PROFESSIONAL SURVEYING SERVICES FOR
BERNARD CLIFTON TERRELL, JR. ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Kaluza, Inc. Professional Survey and Platting for the Bernard Clifton Terrell, Jr. Elementary School in the amount of \$27,645 and allow the Board President to execute the agreement.

IMPACT/RATIONALE:

The survey and plat information are crucial for the design and construction of the Bernard Clifton Terrell, Jr. Elementary School. This is a service that the District must contract directly. These funds were allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval Kaluza, Inc. will provide the required documents for the design of the Bernard Clifton Terrell, Jr. Elementary School.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

KALUZA INC

Consulting Engineers & Surveyors
Professional Firm No. F-1339
Surveying Firm No. 10010000
3014 Avenue I, Rosenberg, Texas 77471
(281) 341-0808 ■ FAX (281) 341-6333

February 23, 2021

Mr. Kevin McKeever
Lamar C.I.S.D.
3911 Avenue I
Rosenberg, Texas 77471

: **Proposal for Surveying, Plan for Bernard Clifton Terrill Jr. Elementary School No. 31, about 14.38 Acres of land on Fulshar-Gas Road and Candela Heights Street, between John Foster 2-1/2 Lane Subdivision, Abstract No. 26, City of Houston, for the proposed or final jurisdiction, for Bernard County, Texas**

Dear Mr. McKeever:

We propose to render professional civil engineering and surveying services in connection with the above referenced project (hereinafter referred to as the "Project"). It is our understanding that you will furnish us with full information as to your requirements of land use, including any special services needed, and also to make available pertinent existing data:

Kaluza Inc proposes to provide the necessary engineering and surveying services to complete the following work on the Project:

I. Boundary and Topographic Survey

Research in the County Clerk's Office to obtain Deed Record descriptions of the tract to be surveyed and the adjoining tracts; On-the-ground survey by field crew of boundary lines and monuments; Office calculations necessary to check location of the boundary lines in relation to features found during the course of the survey; Setting or flagging boundary corner monumentation; Tie elevations to mean sea level datum; Establish temporary benchmark on site; Obtain spot elevations onsite on approximately 100' grid system; Location of existing elevations and cross-section of existing drainage swales and roadway adjoining the property; Location and detail on visible public and private utilities adjacent to site; Show approximate location of underground utilities from available record drawings from the City; Preparation of plat showing information; Furnish Owner electronic drawing file and five (5) copies of survey.

**Fees for Boundary &
Topographic Survey Work = \$ 8,600.00**

II. Subdivisions on Plat Work

Preliminary meetings with City and Fort Bend County Staff regarding platting issues; Preparation of subdivision plat and application forms; Submittal of plats to the City of Houston, Fort Bend County, Fort Bend County Drainage District, Fort Bend County MUD No. 229 and utility companies; Utility Availability Letter to City of Houston; Calculation of final plat; Dedications of easement right-of-way; Preparation of subdivision plat and application forms for plat submittal to the City of Houston and Fort Bend County; Setting property corners; Attendance of Planning Commission Meeting and Fort Bend County Commissioners' Court regarding platting work.

Fee for Subdivisions Plat Work = \$ 11,500.00

III. Subdivisions on Plat Submittal Fees

Submittal Fees for platting to the City of Houston, Fort Bend County, Fort Bend County Municipal Utility District No 229, filing fees to County Clerk's office, reproduction costs, cost of City Planning letter and/or tax certificates.

Fee for Subdivisions Plat Submittal = \$ 7,545.00

TOTAL COST = \$ 27,645.00

This proposal includes costs for platting fees to the City of Houston, Fort Bend County, Fort Bend County Municipal Utility District No 229, filing fees to County Clerk's office, reproduction costs, cost of City Planning letter and/or tax certificates. This proposal does not include a Traffic Impact Study that may be required for the preliminary plat. The Traffic Impact Study would be contracted directly between the Owner and the traffic engineer consultant. It is also noted that these costs do not include sales tax. These costs are to be borne by Owner.

Total engineering and surveying fees for completion of all work described in the foregoing pages are for the specified amount, provided the Owner does not make major changes after design work is initiated. Additional engineering fees for the work will be based and billed on actual hours of work that have been completed at the hourly rates as shown on the attached Exhibit "A". Billings for services rendered will be made monthly, and payment is requested within fifteen (15) days from receipt of invoice. Unless special arrangements are made, a finance charge of 1.5% per month will be added to unpaid balances more than thirty (30) days old.

Kaluza Inc. makes no warranty, either express or implied, as to its services, including preparation of subdivision plat, plans and specifications, cost estimates, surveys, or professional advice, except that they are prepared, issued, and performed in accordance with generally accepted professional engineering and surveying practices. Owner agrees that the liability of Kaluza Inc for any negligence, error, or omission in connection with the services provided shall not exceed the total compensation for said services. Additionally, it is the desire of our firm to comply with

other applicable Federal, State, and local laws during the execution of this contract.

This proposal and Exhibit "A" attached represent the entire understanding between you and this firm in respect to the project and may only be modified in writing signed by both of us. If this proposal satisfactorily sets forth your understanding of the arrangement between us, we would appreciate you signing this proposal in the space provided below and returning the signed copy to us.

Thank you for this opportunity to be of assistance to you. We look forward to working with you on this project.

Cordially,

KALUZA INC

Llarence L. Turner

Llarence L. Turner, R.P.L.S.
President

Attachment

Accepted - Title

Date

Exhibit

SCHEDULE OF HOURLY CHARGE BY PROFESSIONAL CATION
Effective June, 2013

KALUZA, INC.
CONSULTING ENGINEER, SURVEYOR, AND PLANNER

The charges for professional Engineering, Surveying, and Drafting services are based on the following daily or hourly rates:

ENGINEERING, SURVEYING, AND DRAFTING

Principal.....	\$ 175.00/Hour
Sr. Project Manager.....	\$ 150.00/Hour
Project Manager.....	\$ 145.00/Hour
Survey Manager.....	\$ 140.00/Hour
Project Engineer.....	\$ 110.00/Hour
Project Surveyor.....	\$ 90.00/Hour
Sr. Designer.....	\$ 90.00/Hour
Designer.....	\$ 80.00/Hour
CAD Technician.....	\$ 70.00/Hour
Contract Coordinator.....	\$ 65.00/Hour
Secretarial.....	\$ 60.00/Hour
Field Party (2 Men).....	\$ 120.00/Hour
Field Party (3 Men).....	\$ 140.00/Hour
Field Party (4 Men).....	\$ 150.00/Hour
Construction Observation.....	\$ 750.00/Day

ADDITIONAL EXPENSE

1. Reproduction Work - At prevailing commercial rate.
2. Field Note Descriptions - \$70.00/Set.
3. ATV Rental - \$115.00/Day.
4. Other Consultants - At cost plus 10% for handling.
5. All Other Expenses - At cost plus 10% for handling.
6. Global Positioning System (GPS) Surveying an additional charge of \$25.00 per hour will be charged for equipment.

Charges are due and payable within thirty (30) days after receipt of invoice. Interest will be charged at the rate of 1.5% per month for late payments.



Consulting Engineers & Surveyors

Engineering Firm No. F-1339 Surveying Firm No. 10010000

3014 Avenue I, Rosenberg, Texas 77471

Phone: (281) 341-0808

Fax: (281) 341-6333

Rates Subject to Change

**CONSIDER APPROVAL OF IDF AIR CONDITIONING UNITS FOR THE
ORCHESTRA TECHNOLOGY DATA ROOMS AT NAVARRO, WESSENDORFF,
AND WERTHEIMER MIDDLE SCHOOLS**

RECOMMENDATION:

That the Board of Trustees approve the purchase of the air conditioning units in the new orchestra technology data rooms at Navarro, Wessendorff, and Wertheimer Middle Schools in the amount of \$11,293 and authorize the Board President to sign the agreement.

IMPACT/RATIONALE:

Texas Air Systems, LLC. provided a quote for an air conditioner consisting of one outdoor unit and one indoor unit to provide conditioned air into the new orchestra technology data rooms. Texas Air Systems, LLC has a current contract with The Interlocal Purchasing System (TIPS) Cooperative #18010101. Funding for this is in the 2020 Bond. The orchestra room additions are currently under construction under the 2017 Bond Referendum.

PROGRAM DESCRIPTION:

Upon approval Texas Air Systems, LLC will provide the units for the contractor to install in the new orchestra technology data rooms.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



Houston
 9021 S. Sam Houston Parkway W.
 Suite 100
 Houston, TX 77489
 T: (832) 342-7000

QUOTED SERVICE

QUO-04280-N2T2C9

6/3/2021

Prepared For:

LAMAR CISD
 -Navarro Middle School
 -Wertheimer Middle School
 -Wessendorff Middle School, TX
 ROSENBERG, TX 77471

Project and Location

LCISD M & O Office
 1051 Lane Drive
 Rosenberg, TX 77471
 Contact: Paul Gutowsky
 Phone: (832) 223-0260
 Email:

Texas AirSystems is pleased to present you this proposal for your review and acceptance.

Scope of Work:

Asset	Procedures
1-SVC VENDOR EQUIP	Quoted Procedure - <ul style="list-style-type: none"> • Provide (3) LUU127HV outdoor units and (3) LCN128HV4 Indoor units. Equipment to be delivered to each facility. -Navarro Middle School -Wertheimer Middle School -Wessendorff Middle School

***The pricing below reflects the utilization of our Tips contract # 18010101**

Exclusions:

- Taxes are not included and will be added to the quoted price unless a resale or tax exempt certificate is on file.
- Integrity of valves, disconnects, and switches.
- Extended vacuum or dehydration is not included extended times will be at time and material.
- Any work not specifically described above is not included in this proposal.
- All work to be performed during normal working hours Monday-Friday. No overtime and/or shift work is included.
- Pricing does not include payment/performance bonds.
- No Cutting Patching or Painting.
- Quote is valid for 30 days.



Quoted Amount

Customer agrees to pay **\$11,293.00**, payable not including tax, to Texas AirSystems as the fee for services described in the Scope of Services section hereof.

TACLA00072449C Regulated by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.tdlr.texas.gov

QUOTE ACCEPTANCE:

Signature

Printed Name

Acceptance Date

TEXAS AIRSYSTEMS ACCEPTANCE:

Signature

Carrie McCleary
Telephone: 832.342.7013
Email: carrie.mccleary@texasairsystems.com

Acceptance Date



**Texas AirSystems, LLC.
Terms and Conditions
Sale of Parts, Devices and Services**

Company: The Company as used herein shall mean Texas AirSystems LLC.. or one of its subsidiaries or affiliates as elsewhere stated herein (herein after "Texas AirSystems" or "Company").

Price Policy: Prices of the goods may be increased depending on the date of release and/or shipment of the order, announced increases in the Company's list prices, or increases in labor and material cost. Quotes are valid for a maximum period of 30 days unless otherwise noted.

Terms of Payment: Terms of payment are subject at all times to prior approval of the Company's credit department. Terms of payment are net 30 days of the date of invoice unless previously otherwise agreed in writing. If at any time the financial condition of the Purchaser or other circumstance affecting the credit decision, in the Company's opinion, does not justify continuance of production or providing of products, or shipment of products on the terms of payment specified, the Company may require full or partial payment in advance, or may at its sole discretion stop or delay production or shipment of products. In the event of default in payment, Purchaser agrees to pay all costs of collection incurred by Company including but not limited to collection agency fees, attorney fees and court costs. All past due amounts shall bear interest at the highest rate allowed by law. Texas AirSystems retains all rights to enforce lien and/or claim opportunities in accordance with respective states and federal laws to protect Texas AirSystems interests.

Shipping terms and dates: All shipments will be made F.O.B. factory or Texas AirSystems warehouse with freight as quoted. Shipment dates are only estimates. No contract has been made to ship in a specified time unless in writing, and signed by an officer of the Company.

Claims: The responsibility of the Company for all shipments ceases upon delivery of goods in good order to the carrier. Since all goods are shipped at Purchaser's risk, any claims for damage or shortage in transit must be filled by Purchaser against the carrier. Claims for factory shortages will not be considered unless made in writing to the Company within ten (10) days after receipt of the goods and accompanied by reference to the Company's bill of lading and factory order numbers.

Taxes: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by the Purchaser in the same manner and with the same effects as if originally added thereto. If Customer is exempt in accordance with law, Customer shall provide Texas AirSystems with acceptable tax exemption certificates.

Cancellations: Accepted orders are not subject to cancellation without the Company being reimbursed for any and all expenses, and being indemnified by Purchaser against any and all loss.

Returned Goods: Goods may not be returned except by permission of an authorized Company official at Irving, Texas, when so returned will be subject to handling and transportation charges. Authorized return goods must be shipped prepaid to the location designated by the authorization. A Texas AirSystems "Return goods Authorization" must be fully completed and

authorized by Texas AirSystems for all returned goods. Terms of Sale: Sale of goods covered hereby to Purchaser is made solely on the terms and conditions set forth herein, notwithstanding any additional or conflicting terms and conditions that may be contained in any purchase order or other form or purchase, all of which additional or conflicting terms and conditions are hereby rejected by the Company unless agreed upon in writing by an officer of the Company. No waiver, alteration or modifications of the foregoing terms and conditions shall be valid unless made in writing and signed by an authorized official of Texas AirSystems, LLC. In particular and without limiting the foregoing, not withstanding anything to the contrary in Purchaser's purchase order or any other documents, the Company does not accept any order subject to project design and specifications. Purchaser agrees to accept full and sole responsibility to determine whether the product ordered by Purchaser meets the design and specifications requirements of any project.

Asbestos and Hazardous Materials: Texas AirSystems services expressly exclude any indemnification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Texas AirSystems become aware of or suspect the presence of Hazardous Materials, Texas AirSystems may immediately stop work in the affected area and shall notify customer.

Customer will be responsible for taking any and all action necessary to correct condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Texas AirSystems. Texas AirSystems shall be required to resume performance of the services only when the affected area has been rendered harmless.

Indemnity: Texas AirSystems shall not in any event be liable to the customer or to third parties for any incidental, consequential, indirect or special damages, including but not limited to, loss of property or equipment use or efficiencies or loss of profits or revenue arising from any cause what so ever including, but not limited to any delay, act, error or omission of Texas AirSystems. In no event shall Texas AirSystems be liable for any damages resulting from mold, fungus, bacteria, microbial growth, or other contaminates or airborne biological agents. In no event will Texas AirSystems liability for direct or compensatory damages exceed that payment received by Texas AirSystems from customer for the specific product/part from this specific sales order under this agreement.

Available only in the United States:

Equal Employment Opportunity/Affirmative Action Clause: Texas AirSystems is a federal contractor which complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250

This agreement is governed and construed in accordance with the laws of the State of Texas.



Limited Warranty: Defective parts must be returned to Texas AirSystems or one of its authorized factory locations within 10 days. Failure to return parts and obtain a Texas AirSystems' "RETURNED GOODS AUTHORIZATION" (RGA) number will void and the purchaser will be issued an invoice by Texas AirSystems for the "fair market value" of said parts. Contact Texas AirSystems for RGA number and return parts to "ship to" location. The Company warrants that it will provide free replacement parts in the event any product manufactured by Company and used in the United States proves defective in material or workmanship for a period of twelve (12) months from date of shipment. Goods not manufactured by the Company but also sold under this agreement are warranted only to the extent that the manufacturer warranted them to the Company and or directly to the Purchaser. The Company does not provide warranty for consumable items (e.g. filtration devices). The Company's liability to the Purchaser shall not exceed the lesser of the cost of correcting defects in the goods or the original purchase price of the goods, and the Company shall not in any event be liable to buyer or third parties for any delays of special, indirect, or consequential damages. Replacement parts must be maintained and serviced per manufacturer recommendations or warranty is voided. The Company's warranty does not apply to any goods which have been opened, disassembled, repaired, or altered by anyone other than the Company or its authorized service representative or which have been subjected to misuse, misapplication, or abuse. The Company is not obligated to pay any labor or service costs for removing or replacing parts, or any shipping charges. Refrigerants, fluids, oils, and expendable items such as filters are not covered by this warranty. This parts warranty and any optional expended warranties are granted only to the original user. Company's duty to perform under any warranty may be delayed, at Company's sole option, until Company has been paid in full for all goods purchased by Purchaser. No such delay shall extend the warranty period. For additional consideration the company will provide an extended warranty(ies) on certain goods or components thereof within the terms of the warranty certificate(s). To obtain assistance under this limited warranty please contact the selling agency. To obtain information or to gain factory assistance, contact: Texas AirSystems, LLC., Warranty Parts Department, ; (972)-570-4700.

THIS WARRANTY CONSTITUTES THE PURCHASER'S SOLE REMEDY. IT IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL TEXAS AIRSYSTEMS, LLC. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER THE THEORY BE BREACH OF THIS OR ANY OTHER WARRANTY, NEGLIGENCE, OR STRICT TORT.

The Company must receive a start-up information report for Goods containing motor-compressors, VFD's, fan motors, rotating assemblies, electronic controllers and/or furnaces. The registration/start-up form must be completed and returned to the Company within ten (10) days of original equipment start-up date and ship date will be deemed the same for warranty determination. No person (including any agent, salesman, dealer or distributor) has the authority to expand the Company's obligation beyond the terms of this express warranty, or to state that the performance of the product is other than published by the Company. At the sole discretion of the company, parts may be examined or tested to determine cause of fail.

**CONSIDER APPROVAL OF AMENDMENT #7 TO THE INTERLOCAL
COOPERATION CONTRACT WITH TEXAS GENERAL LAND OFFICE**

RECOMMENDATION:

The Board of Trustees approve Amendment #7 for the Interlocal Cooperation Contract with The Texas General Land Office for the purchase of natural gas and authorize the Board President to execute the agreement documents and interlocal cooperation contract.

IMPACT/RATIONALE:

Lamar CISD currently, by volume, purchase natural gas from the Texas General Land Office. Amendment #7 will add the natural gas meters installed since Amendment #6 to the listing for District natural gas meters to be invoiced. The interlocal cooperation contract allows Lamar CISD to purchase natural gas in greater volume and at a lower cost. Revenue earned by the program flows directly to the Texas Permanent School Fund helping pay for Texas public education.

PROGRAM DESCRIPTION:

Upon approval, the Board President and the Texas General Land Office will execute the agreement documents, Interlocal Cooperation Contract, GLO Contract NO. 14-262-000-8398, Amendment #7.

Submitted By: Chris Juntti, Interim Deputy Superintendent for Support Services
Aaron F. Morgan, Region IV Education Service Center
Paul Gutowsky, RTSBA, ATEM, Energy Coordinator
Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



**INTERLOCAL COOPERATION CONTRACT
GLO CONTRACT NO. 14-262-000-8398
AMENDMENT NO. 7**

STATE OF TEXAS
COUNTY OF TRAVIS

The **Texas General Land Office (GLO)** and **Lamar CISD, Vendor ID #74-6002016** (Receiving Agency), are parties to that certain Interlocal Cooperation Contract No. 14-262-000-8398, entered into effective April 1, 2014 collectively referred to here as Contract.

Now therefore, the parties agree to amend the Contract effective July 1, 2021 as follows:

1. Exhibit B-5, Gas Consumption Per Month in MMBtu is being deleted in its entirety and replaced with the attached Exhibit B-6, Gas Consumption Per Month in MMBtu.
2. Exhibit A Meter Numbers is being deleted in its entirety and replaced with the attached Exhibit A Meter Numbers.

Except as amended and modified herein, the terms and conditions of the Contract remain in full force and effect.

TEXAS GENERAL LAND OFFICE

LAMAR CISD

Mark A. Havens
Chief Clerk/Deputy Land Commissioner

Date of execution: _____

Date of execution: _____

OGC _____ Dir _____ DepDir _____

**EXHIBIT B-6
MONTHLY GAS CONSUMPTION ELECTION (MGCE)
CONTRACT #14-262-000-8398**

AGENCY: Lamar CISD
FACILITY NAME: See Attached Exhibit A Meter Listing
ADDRESS: See Attached Exhibit A Meter Listing
CONTACT NAME: Paul Gutowsky
CONTACT PHONE NUMBER: 832-223-0255
EMAIL ADDRESS: PGutowsky@lcisd.org

Gas Consumption Per Month in MMBtu

	<u>Fixed</u>	<u>Index</u>	<u>Total</u>
Jul-21	0	2,429	2,429
Aug-21	0	2,901	2,901
Sep-21	0	4,758	4,758
Oct-21	0	6,570	6,570
Nov-21	0	6,243	6,243
Dec-21	0	8,195	8,195
Jan-22	0	10,115	10,115
Feb-22	0	13,329	13,329
Mar-22	0	7,686	7,686
Apr-22	0	2,683	2,683
May-22	0	2,291	2,291
Jun-22	0	2,220	2,220
TOTAL	0	69,420	69,420

	<u>Fixed</u>	<u>Index</u>	<u>Total</u>
Jul-22	0	2,429	2,429
Aug-22	0	2,901	2,901
Sep-22	0	4,758	4,758
Oct-22	0	6,570	6,570
Nov-22	0	6,243	6,243
Dec-22	0	8,195	8,195
Jan-23	0	10,115	10,115
Feb-23	0	13,329	13,329
Mar-23	0	7,686	7,686
Apr-23	0	2,683	2,683
May-23	0	2,291	2,291
Jun-23	0	2,220	2,220
TOTAL	0	69,420	69,420

Receiving Agency: _____

Title:

Effective Date: July 1, 2021

GLO Initials: _____

Rec'd by Semp Initial/Date _____

Updated GMS Initial Date _____

Routed to Legal Initial/Date _____

Posted into DocuShare Initial/Date _____

**Exhibit A Attachment
List of Locations to be Aggregated for Transportation Services**

AS OF 5-25-2021

EFF 6/1/2021

Number of Meters	Contract Account #	Master Installation	District	Name of Location	Street Address	City	State	Zip Code	Initial CD
1	7592908	2730429	LAMAR CONSOLIDATED	LAMAR CISD - ADMINISTRATION	3909 AVENUE N	ROSENBERG	TX	77471-3933	0
2	9772859	4622800	LAMAR CONSOLIDATED	LAMAR CISD - ADOLPHUS ES	7910 WINSTON RANCH	RICHMOND	TX	77406-4200	2
3	4802843	2674017	LAMAR CONSOLIDATED	LAMAR CISD - AUSTIN ES	1630 PITTS RD	RICHMOND	TX	77406-1390	1
4	4726559	2719172	LAMAR CONSOLIDATED	LAMAR CISD - BEASLEY ES	7511 AVENUE J	BEASLEY	TX	77471-6058	1
5	6401006208	7673575	LAMAR CONSOLIDATED	LAMAR CISD - BENTLEY ES	9910 FM 359 RD	RICHMOND	TX	77406-7725	0
6	4762367	2753732	LAMAR CONSOLIDATED	LAMAR CISD - BOWIE ES	2304 BAWORE RD	ROSENBERG	TX	77471-4906	1
7	10332238	2807916	LAMAR CONSOLIDATED	LAMAR CISD - BRISCOE JH	4300 FM 723 RD	RICHMOND	TX	77406-9230	5
8	4793918	2799034	LAMAR CONSOLIDATED	LAMAR CISD - CAMPBELL ES	1000 SHADOW BEND D	RICHMOND	TX	77479-6513	2
9	4757413	2762033	LAMAR CONSOLIDATED	LAMAR CISD - COMMUNITY CENTER	710 HOUSTON ST	RICHMOND	TX	77469-3413	0
10	4778059	2783340	LAMAR CONSOLIDATED	LAMAR CISD - DICKINSON ES	7110 GREAT WOOD PK	SUGAR LAND	TX	77479-6275	1
11	10332238	2807922	LAMAR CONSOLIDATED	LAMAR CISD - FOSTER HS	4400 FM 723 RD	RICHMOND	TX	77406-9232	17
12	10332238	7994690	LAMAR CONSOLIDATED	LAMAR CISD - FOSTER HS FIELD	4402 FM 723 RD	RICHMOND	TX	77406-9232	0
13	10332238	2807928	LAMAR CONSOLIDATED	LAMAR CISD - FOSTER HS POOL	4400 FM 723 RD	RICHMOND	TX	77406-9232	0
14	4797982	2661277	LAMAR CONSOLIDATED	LAMAR CISD - FROST ES	3306 SKINNER LN	RICHMOND	TX	77406-7681	2
15	6400590619	7391755	LAMAR CONSOLIDATED	LAMAR CISD - FULSHEAR FH	9302 BOIS D ARC LN F	FULSHEAR	TX	77441-1793	1
16	10746994	7391645	LAMAR CONSOLIDATED	LAMAR CISD - FULSHEAR HS	9302 BOIS D ARC LN	FULSHEAR	TX	77441-1793	17
17	10746994	8123716	LAMAR CONSOLIDATED	LAMAR CISD - FULSHEAR HS POOL	9320 CHARGER WAY	FULSHEAR	TX	77441-0000	0
18	10332248	4272780	LAMAR CONSOLIDATED	LAMAR CISD - GEO RANCH HS #1	8181 FM 762 RD	RICHMOND	TX	77469-1103	13
19	10332248	4362172	LAMAR CONSOLIDATED	LAMAR CISD - GEO RANCH HS #2	8181 FM 762 RD	RICHMOND	TX	77469-1103	0
20	10332248	7997743	LAMAR CONSOLIDATED	LAMAR CISD - GEO RANCH HS POOL	8181 FM 762 RD	RICHMOND	TX	77469-1103	0
21	10330742	2770711	LAMAR CONSOLIDATED	LAMAR CISD - GEORGE JH	4201 AIRPORT AVE	RICHMOND	TX	77471-5407	6
22	10330742	2717956	LAMAR CONSOLIDATED	LAMAR CISD - GEORGE JH KITCHEN	4601 AIRPORT AVE	RICHMOND	TX	77471-5533	0
23	8074792	4308005	LAMAR CONSOLIDATED	LAMAR CISD - HUBANEK ES	11344 RANCHO BELLA	RICHMOND	TX	77469-4500	2
24	4692112	2699080	LAMAR CONSOLIDATED	LAMAR CISD - HUTCHINSON ES	3602 RANSOM RD	RICHMOND	TX	77469-3699	1
25	4818222	2807355	LAMAR CONSOLIDATED	LAMAR CISD - JACKSON CAFETERIA	300 4TH ST	ROSENBERG	TX	77471-1902	0
26	4696476	2701563	LAMAR CONSOLIDATED	LAMAR CISD - JACKSON ES	301 3RD ST	ROSENBERG	TX	77471-1838	1
27	10332275	2772835	LAMAR CONSOLIDATED	LAMAR CISD - LAMAR CONS HS #1	4606 MUSTANG AVE	ROSENBERG	TX	77471-2121	20
28	10332275	7174837	LAMAR CONSOLIDATED	LAMAR CISD - LAMAR CONS HS NAT	1101 HORACE MANN	ROSENBERG	TX	77471-0000	0
29	10332275	2772831	LAMAR CONSOLIDATED	LAMAR CISD - LAMAR CONS JH	4814 MUSTANG AVE	ROSENBERG	TX	77471-2136	0
30	10746994	7391728	LAMAR CONSOLIDATED	LAMAR CISD - LEAMAN JH	9320 BOIS D ARC LN	FULSHEAR	TX	77441-0000	4
31	6401482975	7720447	LAMAR CONSOLIDATED	LAMAR CISD - LINDSEY ES	2431 JOAN COLLIER TR	KATY	TX	77494-5109	0
32	4757398	2762004	LAMAR CONSOLIDATED	LAMAR CISD - LONG ES #1	500 S 9TH ST	RICHMOND	TX	77469-3438	0
33	4763498	2762218	LAMAR CONSOLIDATED	LAMAR CISD - LONG ES #2	908 MAIN ST	RICHMOND	TX	77469-3457	2
34	7668597	2762230	LAMAR CONSOLIDATED	LAMAR CISD - LONG ES #3	907 MAIN ST	RICHMOND	TX	77469-3432	0
35	10332275	2772815	LAMAR CONSOLIDATED	LAMAR CISD - MAINTENANCE	5017 AVENUE I	ROSENBERG	TX	77471-3467	0
36	7575454	4200378	LAMAR CONSOLIDATED	LAMAR CISD - MCNEILL ES	7300 S MASON RD	RICHMOND	TX	77407-7103	1
37	4823402	2812857	LAMAR CONSOLIDATED	LAMAR CISD - MEYER ES	1930 J MEYER RD	RICHMOND	TX	77469-9452	1
38	10330742	2687827	LAMAR CONSOLIDATED	LAMAR CISD - NAVARRO MS	4700 AVENUE N	ROSENBERG	TX	77471-5500	0
39	4742387	2745912	LAMAR CONSOLIDATED	LAMAR CISD - PINK ES	1001 COLLINS RD	RICHMOND	TX	77469-2756	3
40	4729639	2726946	LAMAR CONSOLIDATED	LAMAR CISD - RAY ES	2611 AVENUE N	ROSENBERG	TX	77471-4505	0
41	10332248	4272779	LAMAR CONSOLIDATED	LAMAR CISD - READING JH	8101 FM 762 RD	RICHMOND	TX	77469-1103	4
42	10332248	4617947	LAMAR CONSOLIDATED	LAMAR CISD - RYON MS	7901 FM 762 RD	RICHMOND	TX	77469-9488	0
43	4748595	2746356	LAMAR CONSOLIDATED	LAMAR CISD - SEGUIN EC	605 MABEL ST	RICHMOND	TX	77469-2715	0
44	4833088	2687855	LAMAR CONSOLIDATED	LAMAR CISD - SMITH ES	2114 LAMAR DR	RICHMOND	TX	77469	1
45	10330742	2717940	LAMAR CONSOLIDATED	LAMAR CISD - TERRY HS	5500 AVENUE N	ROSENBERG	TX	77471-5652	16
46	4719863	2717944	LAMAR CONSOLIDATED	LAMAR CISD - TERRY HS FIELD	4924 AVENUE N	ROSENBERG	TX	77471-5684	0
47	10330742	2717944	LAMAR CONSOLIDATED	LAMAR CISD - TERRY NATATORIUM	5021 AIRPORT AVENUE	ROSENBERG	TX	77471-5671	4
48	8081733	4307654	LAMAR CONSOLIDATED	LAMAR CISD - THOMAS ES	6922 REY COBB BLVD	ROSENBERG	TX	77469-1167	2
49	10332275	2772839	LAMAR CONSOLIDATED	LAMAR CISD - TRANSPORTATION #1	5017 AVENUE I	ROSENBERG	TX	77471-3467	1
50	4782495	2772826	LAMAR CONSOLIDATED	LAMAR CISD - TRANSPORTATION #2	5017 AVENUE I	ROSENBERG	TX	77471-3467	0
51	9401450	4460093	LAMAR CONSOLIDATED	LAMAR CISD - TRANSPORTATION #3	9200 BOIS D ARC LN	FULSHEAR	TX	77441-3920	1
52	4729780	2727044	LAMAR CONSOLIDATED	LAMAR CISD - TRAVIS ES	2700 AVENUE K	ROSENBERG	TX	77471-3743	1
53	10332275	2772852	LAMAR CONSOLIDATED	LAMAR CISD - TRAYLOR STADIUM	4606 MUSTANG AVE	ROSENBERG	TX	77471-2121	0

**Exhibit A Attachment
List of Locations to be Aggregated for Transportation Services**

EFF 6/1/2021 AS OF 5-25-2021

Number of Meters	Contract Account #	Master Installation	District	Name of Location	Street Address	City	State	Zip Code	Initial CD
54	6323107	2880112	LAMAR CONSOLIDATED	LAMAR CISD - VELASQUEZ ES	402 MACEK RD	RICHMOND	TX	77469-3174	1
55	10332238	4194711	LAMAR CONSOLIDATED	LAMAR CISD - WERTHEIMER IMS	4240 FM 723 RD	RICHMOND	TX	77406-9230	0
56	4782535	2772870	LAMAR CONSOLIDATED	LAMAR CISD - WESSENDORF MS	5201 MUSTANG AVE	ROSENBERG	TX	77471-2155	2
57	6400736604	7350992	LAMAR CONSOLIDATED	LAMAR CISD - ARREDONDO ES	6110 AUGUST GREEN	RICHMOND	TX	77469-2304	2
58	6401559645	7944656	LAMAR CONSOLIDATED	LAMAR CISD - CARTIER ES	8500 A MEYERS RD	RICHMOND	TX	77469-0000	0
59	7805579	2757279	LAMAR CONSOLIDATED	LAMAR CISD - 1621 PLACE	117 LANE DRIVE STE	ROSENBERG	TX	77471	0
60	6401524098	7999019	LAMAR CONSOLIDATED	LAMAR CISD - MAINTENANCE FACILITY #2	1051 LANE DRIVE	ROSENBERG	TX	77471	0
61	6401650876	8093760	LAMAR CONSOLIDATED	LAMAR CISD - CULVER ES	3131 LEARNING TREE	ROSENBERG	TX	77471	2
62	6401897886	8068820	LAMAR CONSOLIDATED	LAMAR CISD - ROBERTS MS	9230 CHARGER WAY	FULSHEAR	TX	77441	2

**EXHIBIT A
TO TRANSPORTATION SERVICE AGREEMENT**

Page 1 of 2

SHIPPER INFORMATION

Name of Shipper:	Texas General Land Office
Shipper's Dunn's Number:	091139324
Shipper's Physical Business Address: 1700 North Congress, Rm 800 Austin, Texas 78701	Shipper's Email Billing Address: SEMP_Accounts_Payable@glo.texas.gov
Shipper's Business Email Address: Caesare.Peterson@glo.texas.gov	<small>Note: Bills are rendered via E-mail and are due and payable when E-mail is sent by Company.</small>

GENERAL INFORMATION

Term of Service

Begin Date:	7/1/2021
End Date:	6/30/2023
Evergreen: Yes or No	Yes
Period of Evergreen: 1 Year, 2 Years, etc.	30 days
Rate Schedule:	T-92

Note: Shipper must provide Customer with written notice concerning this Exhibit A a minimum of 30 days prior to the expiration date of this Exhibit A to avoid automatic renewal through the evergreen mechanism.

End-User Facility Information

End-User Business Name:	Lamar CISD
End-User Dunn's Number:	08-356-9764
End-User Physical Service (Business) Address:	See Attachment

End-User Facility Contact for Operating Information and Emergency Notices

Name:	Paul Gutowsky
Office Telephone:	832-223-0255
Office Fax:	832-223-0261
E-Mail Address:	PGutowsky@lcsid.org

Delivery Information

Number of Meters Receiving Transportation Service:	62
Delivery Point(s): See Attached Meter Listing	Receipt Point(s): HPL 98-2000
Quantities:	
MDQ (in MMBtu/day)	350
CD (in MMBtu/day)	143

Upstream Pipeline Contact for Confirmations

Name:	Chris Riegler
Office Telephone:	713-989-7914
Office Fax:	832-668-1114
E-Mail Address:	chris.riegler@energytransfer.com

**EXHIBIT A
TO TRANSPORTATION SERVICE AGREEMENT**

Page 2 of 2

NOTICES TO SHIPPER

Operational Notices

Supply Coordinator:
Caesare Peterson

Office Fax:
512-475-1404

Office Telephone:
512-463-5488

Business E-Mail Address:
Caesare.Peterson@glo.texas.gov

All Other Notices

Marketing Representative:
Caesare.Peterson

Office Fax:
512-475-1404

Office Telephone:
512-463-5488

Business E-Mail Address:
Caesare.Peterson@glo.texas.gov

Business Mailing Address:
1700 North Congress
Austin, Texas 78701

NOTICES TO END-USER

Operational Notices

Employee Name:
Paul Gutowsky

Office Fax:
832-223-0261

Office Telephone:
832-223-0255

Business E-Mail Address:
PGutowsky@lcisd.org

All Other Notices

Employee Name:
Paul Gutowsky

Office Fax:
832-223-0261

Office Telephone:
832-223-0255

Business E-Mail Address:
PGutowsky@lcisd.org

Business Mailing Address:
3911 Avenue I
Rosenberg, TX 77471

INDEX FOR SHIPPER CASH-OUT CALCULATIONS

Applicable Monthly Index:

Houston Ship Channel

Applicable Index Adder or WACOG:

\$2.54

Applicable Daily Index:

Houston Ship Channel

ACKNOWLEDGEMENTS

Signature of Shipper:

Mark A. Havens

Date of Execution by Shipper:

Signature of End-User:

Date of Execution by End-User:

**Exhibit A Attachment
List of Locations to be Aggregated for Transportation Services**

AS OF 5-25-2021

EFF 6/1/2021

Number of Meters	Contract Account #	Master Installation	District	Name of Location	Street Address	City	State	Zip Code	Initial CD
1	7592908	2730429	LAMAR CONSOLIDATED	LAMAR CISD - ADMINISTRATION	3909 AVENUE N	ROSENBERG	TX	77471-3933	0
2	9772859	4622800	LAMAR CONSOLIDATED	LAMAR CISD - ADOLPHUS ES	7910 WINSTON RANCH	RICHMOND	TX	77406-4200	2
3	4802843	2674017	LAMAR CONSOLIDATED	LAMAR CISD - AUSTIN ES	1630 PITTS RD	RICHMOND	TX	77406-1390	1
4	4726559	2719172	LAMAR CONSOLIDATED	LAMAR CISD - BEASLEY ES	7511 AVENUE J	BEASLEY	TX	77471-6058	1
5	6401006208	7673575	LAMAR CONSOLIDATED	LAMAR CISD - BENTLEY ES	9910 FM 359 RD	RICHMOND	TX	77406-7725	0
6	4762367	2753732	LAMAR CONSOLIDATED	LAMAR CISD - BOWIE ES	2304 BAWORE RD	ROSENBERG	TX	77471-4906	1
7	10332238	2807916	LAMAR CONSOLIDATED	LAMAR CISD - BRISCOE JH	4300 FM 723 RD	RICHMOND	TX	77406-9230	5
8	4793918	2799034	LAMAR CONSOLIDATED	LAMAR CISD - CAMPBELL ES	1000 SHADOW BEND D	RICHMOND	TX	77479-6513	2
9	4757413	2762033	LAMAR CONSOLIDATED	LAMAR CISD - COMMUNITY CENTER	710 HOUSTON ST	RICHMOND	TX	77469-3413	0
10	4778059	2783340	LAMAR CONSOLIDATED	LAMAR CISD - DICKINSON ES	7110 GREAT WOOD PK	SUGAR LAND	TX	77479-6275	1
11	10332238	2807922	LAMAR CONSOLIDATED	LAMAR CISD - FOSTER HS	4400 FM 723 RD	RICHMOND	TX	77406-9232	17
12	10332238	7994690	LAMAR CONSOLIDATED	LAMAR CISD - FOSTER HS FIELD	4402 FM 723 RD	RICHMOND	TX	77406-9232	0
13	10332238	2807928	LAMAR CONSOLIDATED	LAMAR CISD - FOSTER HS POOL	4400 FM 723 RD	RICHMOND	TX	77406-9232	0
14	4797982	2661277	LAMAR CONSOLIDATED	LAMAR CISD - FROST ES	3306 SKINNER LN	RICHMOND	TX	77406-7681	2
15	6400590619	7391755	LAMAR CONSOLIDATED	LAMAR CISD - FULSHEAR FH	9302 BOIS D ARC LN F	FULSHEAR	TX	77441-1793	1
16	10746994	7391645	LAMAR CONSOLIDATED	LAMAR CISD - FULSHEAR HS	9302 BOIS D ARC LN	FULSHEAR	TX	77441-1793	17
17	10746994	8123716	LAMAR CONSOLIDATED	LAMAR CISD - FULSHEAR HS POOL	9320 CHARGER WAY	FULSHEAR	TX	77441-0000	0
18	10332248	4272780	LAMAR CONSOLIDATED	LAMAR CISD - GEO RANCH HS #1	8181 FM 762 RD	RICHMOND	TX	77469-1103	13
19	10332248	4362172	LAMAR CONSOLIDATED	LAMAR CISD - GEO RANCH HS #2	8181 FM 762 RD	RICHMOND	TX	77469-1103	0
20	10332248	7997743	LAMAR CONSOLIDATED	LAMAR CISD - GEO RANCH HS POOL	8181 FM 762 RD	RICHMOND	TX	77469-1103	0
21	10330742	2770711	LAMAR CONSOLIDATED	LAMAR CISD - GEORGE JH	4201 AIRPORT AVE	RICHMOND	TX	77471-5407	6
22	10330742	2717956	LAMAR CONSOLIDATED	LAMAR CISD - GEORGE JH KITCHEN	4601 AIRPORT AVE	RICHMOND	TX	77471-5533	0
23	8074792	4308005	LAMAR CONSOLIDATED	LAMAR CISD - HUBANEK ES	11344 RANCHO BELLA	RICHMOND	TX	77469-4500	2
24	4692112	2699080	LAMAR CONSOLIDATED	LAMAR CISD - HUTCHINSON ES	3602 RANSOM RD	RICHMOND	TX	77469-3699	1
25	4818222	2807355	LAMAR CONSOLIDATED	LAMAR CISD - JACKSON CAFETERIA	300 4TH ST	ROSENBERG	TX	77471-1902	0
26	4696476	2701563	LAMAR CONSOLIDATED	LAMAR CISD - JACKSON ES	301 3RD ST	ROSENBERG	TX	77471-1838	1
27	10332275	2772835	LAMAR CONSOLIDATED	LAMAR CISD - LAMAR CONS HS #1	4606 MUSTANG AVE	ROSENBERG	TX	77471-2121	20
28	10332275	7174837	LAMAR CONSOLIDATED	LAMAR CISD - LAMAR CONS HS NAT	1101 HORACE MANN	ROSENBERG	TX	77471-0000	0
29	10332275	2772831	LAMAR CONSOLIDATED	LAMAR CISD - LAMAR CONS JH	4814 MUSTANG AVE	ROSENBERG	TX	77471-2136	0
30	10746994	7391728	LAMAR CONSOLIDATED	LAMAR CISD - LEAMAN JH	9320 BOIS D ARC LN	FULSHEAR	TX	77441-0000	4
31	6401482975	7720447	LAMAR CONSOLIDATED	LAMAR CISD - LINDSEY ES	2431 JOAN COLLIER TR	KATY	TX	77494-5109	0
32	4757398	2762004	LAMAR CONSOLIDATED	LAMAR CISD - LONG ES #1	500 S 9TH ST	RICHMOND	TX	77469-3438	0
33	4763498	2762218	LAMAR CONSOLIDATED	LAMAR CISD - LONG ES #2	908 MAIN ST	RICHMOND	TX	77469-3457	2
34	7668597	2762230	LAMAR CONSOLIDATED	LAMAR CISD - LONG ES #3	907 MAIN ST	RICHMOND	TX	77469-3432	0
35	10332275	2772815	LAMAR CONSOLIDATED	LAMAR CISD - MAINTENANCE	5017 AVENUE I	ROSENBERG	TX	77471-3467	0
36	7575454	4200378	LAMAR CONSOLIDATED	LAMAR CISD - MCNEILL ES	7300 S MASON RD	RICHMOND	TX	77407-7103	1
37	4823402	2812857	LAMAR CONSOLIDATED	LAMAR CISD - MEYER ES	1930 J MEYER RD	RICHMOND	TX	77469-9452	1
38	10330742	2687827	LAMAR CONSOLIDATED	LAMAR CISD - NAVARRO MS	4700 AVENUE N	ROSENBERG	TX	77471-5500	0
39	4742387	2745912	LAMAR CONSOLIDATED	LAMAR CISD - PINK ES	1001 COLLINS RD	RICHMOND	TX	77469-2756	3
40	4729639	2726946	LAMAR CONSOLIDATED	LAMAR CISD - RAY ES	2811 AVENUE N	ROSENBERG	TX	77471-4505	0
41	10332248	4272779	LAMAR CONSOLIDATED	LAMAR CISD - READING JH	8101 FM 762 RD	RICHMOND	TX	77469-1103	4
42	10332248	4617947	LAMAR CONSOLIDATED	LAMAR CISD - RYON MS	7901 FM 762 RD	RICHMOND	TX	77469-9488	0
43	4748595	2746356	LAMAR CONSOLIDATED	LAMAR CISD - SEGUIN EC	605 MABEL ST	RICHMOND	TX	77469-2715	0
44	4833088	2687855	LAMAR CONSOLIDATED	LAMAR CISD - SMITH ES	2114 LAMAR DR	RICHMOND	TX	77469	1
45	10330742	2717940	LAMAR CONSOLIDATED	LAMAR CISD - TERRY HS	5500 AVENUE N	ROSENBERG	TX	77471-5652	16
46	4719863	2717944	LAMAR CONSOLIDATED	LAMAR CISD - TERRY HS FIELD	4924 AVENUE N	ROSENBERG	TX	77471-5684	0
47	10330742	2717944	LAMAR CONSOLIDATED	LAMAR CISD - TERRY NATATORIUM	5021 AIRPORT AVENUE	ROSENBERG	TX	77471-5671	4
48	8081733	4307654	LAMAR CONSOLIDATED	LAMAR CISD - THOMAS ES	6922 REY COBB BLVD	ROSENBERG	TX	77469-1167	2
49	10332275	2772839	LAMAR CONSOLIDATED	LAMAR CISD - TRANSPORTATION #1	5017 AVENUE I	ROSENBERG	TX	77471-3467	1
50	4782495	2772826	LAMAR CONSOLIDATED	LAMAR CISD - TRANSPORTATION #2	5017 AVENUE I	ROSENBERG	TX	77471-3467	0
51	9401450	4460093	LAMAR CONSOLIDATED	LAMAR CISD - TRANSPORTATION #3	9200 BOIS D ARC LN	FULSHEAR	TX	77441-3920	1
52	4729780	2727044	LAMAR CONSOLIDATED	LAMAR CISD - TRAVIS ES	2700 AVENUE K	ROSENBERG	TX	77471-3743	1
53	10332275	2772852	LAMAR CONSOLIDATED	LAMAR CISD - TAYLOR STADIUM	4606 MUSTANG AVE	ROSENBERG	TX	77471-2121	0

**Exhibit A Attachment
List of Locations to be Aggregated for Transportation Services**

EFF 6/1/2021 AS OF 5-25-2021

Number of Meters	Contract Account #	Master Installation	District	Name of Location	Street Address	City	State	Zip Code	Initial CD
54	6323107	2880112	LAMAR CONSOLIDATED	LAMAR CISD - VELASQUEZ ES	402 MACEK RD	RICHMOND	TX	77469-3174	1
55	10332238	4194711	LAMAR CONSOLIDATED	LAMAR CISD - WERTHEIMER IMS	4240 FM 723 RD	RICHMOND	TX	77406-9230	0
56	4782535	2772870	LAMAR CONSOLIDATED	LAMAR CISD - WESSENDORFF MS	5201 MUSTANG AVE	ROSENBERG	TX	77471-2155	2
57	6400736604	7350992	LAMAR CONSOLIDATED	LAMAR CISD - ARREDONDO ES	6110 AUGUST GREEN	RICHMOND	TX	77469-2304	2
58	6401559645	7944656	LAMAR CONSOLIDATED	LAMAR CISD - CARTIER ES	8500 A MEYERS RD	RICHMOND	TX	77469-0000	0
59	7805579	2757279	LAMAR CONSOLIDATED	LAMAR CISD - 1621 PLACE	117 LANE DRIVE, STE	ROSENBERG	TX	77471	0
60	6401524098	7999019	LAMAR CONSOLIDATED	LAMAR CISD - MAINTENANCE FACILITY #2	1051 LANE DRIVE	ROSENBERG	TX	77471	0
61	6401650876	8093760	LAMAR CONSOLIDATED	LAMAR CISD - CULVER ES	3131 LEARNING TREE	ROSENBERG	TX	77471	2
62	6401897886	8068820	LAMAR CONSOLIDATED	LAMAR CISD - ROBERTS MS	9230 CHARGER WAY	FULSHEAR	TX	77441	2

**CONSIDER APPROVAL OF BUILDING TECHNOLOGY SYSTEMS
FOR FLETCHER MORGAN, JR. ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve RockIT Consulting LLC. for installation of the building technology equipment for Fletcher Morgan, Jr. Elementary School in the amount of \$415,416.03 and authorize the Board President to sign the agreement.

IMPACT/RATIONALE:

A cost proposal was solicited from RockIT Consulting LLC. for installation of technology equipment for Fletcher Morgan, Jr. Elementary School.

RockIT Consulting LLC. has a current contract with The Interlocal Purchasing System (TIPS) Cooperative #200105. Funds for this project are allocated within the 2017 Bond Budget.

PROGRAM DESCRIPTION:

Upon approval RockIT Consulting LLC. will begin the installation of technology equipment for Fletcher Morgan, Jr. Elementary School.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



We have prepared a quote for you

Fletcher-Morgan Elementary School - Network Equip

Quote # 001571
Version 1

Prepared for:

Lamar Consolidated ISD

Kevin McKeever
mckeever@lcisd.org

TIPS Contract

TIPS - 200105 Technology Solutions Products and Services

Hardware

Description	Price	Qty	Ext. Price
C9300-48UN-EDU CATALYST 9300 48PORT 5GBPS K12 PERP	\$7,356.91	4	\$29,427.64
C9300-DNA-A-48-5Y 5YR TERM LICs C9300 DNA LICs ADVANTAGE 48PORT	\$3,696.11	20	\$73,922.20
CON-SSSNT-C93048UE CCW ONLY SOLN SUP NBD 8X5 SVCS CATALYST 9300 48PORT 5GBPS K12	\$703.93	20	\$14,078.60
C9300-NM-8X CATALYST 9300 8X10GE NETWORK CPNT MODULE PER CISCO DIR SHIP ONLY 7/20	\$1,353.68	4	\$5,414.72
PWR-C1-1100WAC-P/2 1100W AC 80+ PLATINUM CONFIG 1 PWR SECONDARY POWER SUPPLY	\$1,118.25	4	\$4,473.00
CAB-SPWR-150CM UPG 3750X STACK POWER CABLE CABL 150CM	\$58.86	4	\$235.44
STACK-T1-3M 3M TYPE 1 STACKING CABLE CABL	\$176.57	4	\$706.28
C9300-48U-EDU CATALYST 9300 48PORT UPOE K12 PERP *LICs REQUIRED*	\$6,514.13	17	\$110,740.21
CON-SSSNT-C9300ED4 CCW ONLY SOLN SUP NBD 8X5 SVCS CATALYST 9300 48PORT UPOE K12	\$623.64	85	\$53,009.40
CAB-SPWR-30CM CATALYST STACK PWR CABL 30CM CABL	\$55.91	17	\$950.47
STACK-T1-50CM 50CM TYPE 1 STACKING CABLE CABL	\$58.86	17	\$1,000.62
CON-SSTCM-C93A48 CCW ONLY SOLN SUP SW SUB C9300 SVCS DNA ADVANTAGE	\$79.13	105	\$8,308.65
SFP-10G-LR 10GBASE-LR SFP MODULE Cisco Compatible	\$75.29	8	\$602.32
 Single Mode Fiber Patch Cable 2M 2FIBER OS2 1.6MM LC/LC DUPL CABL	\$32.20	8	\$257.60

Subtotal: **\$303,127.15**

UPS

Description	Price	Qty	Ext. Price
5P3000RT 5P 3000VA LCD+ RT 120V 2U PERP	\$1,097.30	9	\$9,875.70

UPS

Description	Price	Qty	Ext. Price
103007018GA-5591 2POST RACK MOUNTING RAIL KIT RMKT	\$62.30	9	\$560.70
NETWORK-M2 NETWORK CARD CPNT	\$242.94	9	\$2,186.46
EMPDT1H1C2 ENVIRN MONITORING PROBE GEN2 PERP	\$181.27	4	\$725.08
UTP28SP10OR Panduit Cat.6 UTP Patch Network Cable - 5 ft Category 6 Network Cable for Network Device - First End: 1 x RJ-45 Male Network - Second End: 1 x RJ-45 Male Network - Patch Cable - Gold Plated Contact - 28 AWG - Orange - 1	\$13.00	13	\$169.00

Subtotal: \$13,516.94

Wireless Access Points

Description	Price	Qty	Ext. Price
MR46-HW CISCO MERAKI MR46 WIFI 6 INDOORWRLS AP	\$652.15	64	\$41,737.60
MR56-HW Meraki MR56 802.11ax 5.90 Gbit/s Wireless Access Point - 2.40 GHz, 5 GHz - MIMO Technology - 1 x Network (RJ-45) - 5 Gigabit Ethernet - Desktop, Ceiling Mountable, Wall Mountable, Rail-mountable	\$832.17	4	\$3,328.68
 MR46E-HW MERAKI MR46E WIFI6 INDOOR AP WRLS W/EXT ANT CONNECTORS	\$652.15	3	\$1,956.45
MA-ANT-3-D6 CISCO MERAKI INDOOR DUAL-BAND ACCS DOWNTILT OMNI ANT 6PORT MR53E	\$235.77	3	\$707.31
MR76-HW CISCO MERAKI MR76 WIFI6 OUTDOORWRLS AP	\$697.15	8	\$5,577.20
MA-ANT-25 CISCO MERAKI DUAL BAND PATCH ACCS ANTENNA	\$157.08	16	\$2,513.28
LIC-ENT-5YR CISCO MERAKI 5YR ENTERPRISE SVCS LICs AND SUP	\$202.54	79	\$16,000.66
Oberon 1011 549936 OBERON 1011-00-WH RIGHT ANGLE WALL MOUNTING BRACKET FOR WAPS WHITE	\$75.19	4	\$300.76

Subtotal: \$72,121.94

Professional Services

Description	Price	Qty	Ext. Price
Professional Services Consultant II – Network Infrastructure - Installation & Configuration Services of Equipment listed in quote.	\$22,500.00	1	\$22,500.00
Professional Services Cabler - Installation of APs & 4 Right Angle Mounts	\$50.00	83	\$4,150.00



Professional Services

Description	Price	Qty	Ext. Price
Subtotal:			\$26,650.00

Fletcher-Morgan Elementary School - Network Equip

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
Kevin McKeever

mckeever@lcisd.org

Quote Information:

Quote #: 001571

Version: 1
Delivery Date: 06/07/2021
Expiration Date: 07/01/2021

Quote Summary

Description	Amount
Hardware	\$303,127.15
UPS	\$13,516.94
Wireless Access Points	\$72,121.94
Professional Services	\$26,650.00
Total:	\$415,416.03

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: 06/07/2021

Lamar Consolidated ISD

Signature: _____
Name: _____
Date: _____

DISCUSSION AND ACTION ON BUDGET COMMITTEE

IMPACT/RATIONALE

By request, the Board of Trustees will discuss and take possible action on a budget committee. The committee will consist of our current board officers and will serve to increase board engagement in the annual budget process.

Submitted by: Roosevelt Nivens, Ed.D., Superintendent

**CONSIDER APPROVAL OF PURCHASE AND INSTALLATION OF A HVAC
CHILLER AND ASSOCIATED EQUIPMENT**

RECOMMENDATION:

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

IMPACT/RATIONALE:

Currently, the Terry High School Auditorium chiller is operating at 50% capacity. The new chiller is a 170-ton, year 2000 model with an ASHRAE life expectancy of 20 years. The cost to repair the existing unit is prohibitive based on the age and overall condition it.

Based on RFQuote #18-2016LN, the contractor will be Texas AirSystems, and the project will be paid for with 2020 Bond Funds as it is in the list of projects identified through the districtwide facility assessment.

PROGRAM DESCRIPTION:

Upon approval, Texas AirSystems will be authorized to proceed with procurement and the installation of the HVAC chiller and associated equipment for the Terry High School Auditorium.

Submitted By: Chris Juntti, Interim Deputy Superintendent for Support Services
Aaron F. Morgan, Region IV Education Service Center
Paul Gutowsky, RTSBA, ATEM, Energy Coordinator
Jill Ludwig, CPA, RTSBA, Chief Financial Officer

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF MAY 31, 2021)**

- Exhibit "A" gives the LCISD collections made during the month of May 31, 2021.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2020 through August 31, 2021.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2020-21 roll as compared to prior years. Through May 31, 2021, LCISD had collected 98.1 % of the 2020-21 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2020-2021.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

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

Lamar Consolidated ISD
Tax Collections
May 2021

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund		General Fund P & I & Debt Service		Debt Service	
					Taxes Paid	Collection Fees	Taxes Paid	Collection Fees	Taxes Paid	Collection Fees
20	\$ 1,128,233.54	\$ 107,245.12	\$ 19,606.74	\$ 1,255,085.40	\$ 817,082.44	\$ 97,275.18	\$ 311,151.10	\$ 29,576.68	\$ -	\$ -
19	\$ 99,509.95	\$ 30,243.74	\$ 26,821.76	\$ 156,575.45	\$ 73,124.68	\$ 49,046.31	\$ 26,385.27	\$ 8,019.19	\$ -	\$ -
18	\$ 73,342.07	\$ 12,732.16	\$ 8,712.18	\$ 94,786.41	\$ 55,929.93	\$ 18,421.59	\$ 17,412.14	\$ 3,022.75	\$ -	\$ -
17	\$ 68,201.44	\$ 10,247.90	\$ 5,994.86	\$ 84,444.20	\$ 51,029.05	\$ 13,662.47	\$ 17,172.39	\$ 2,580.29	\$ -	\$ -
16	\$ 35,562.36	\$ 11,982.79	\$ 6,168.22	\$ 53,713.37	\$ 26,608.12	\$ 15,133.86	\$ 8,954.24	\$ 3,017.15	\$ -	\$ -
15	\$ 17,174.70	\$ 13,048.64	\$ 6,044.66	\$ 36,268.00	\$ 12,850.29	\$ 15,807.79	\$ 4,324.41	\$ 3,285.51	\$ -	\$ -
14	\$ 32.54	\$ 28.66	\$ 12.25	\$ 73.45	\$ 24.34	\$ 33.69	\$ 8.20	\$ 7.22	\$ -	\$ -
13	\$ 128.42	\$ 105.31	\$ 46.75	\$ 280.48	\$ 96.09	\$ 125.54	\$ 32.33	\$ 26.52	\$ -	\$ -
12	\$ 132.16	\$ 112.75	\$ 29.13	\$ 274.04	\$ 98.88	\$ 113.49	\$ 33.28	\$ 28.39	\$ -	\$ -
11	\$ 289.69	\$ 359.22	\$ 129.78	\$ 778.69	\$ 212.58	\$ 393.39	\$ 77.11	\$ 95.61	\$ -	\$ -
10	\$ 270.18	\$ 367.44	\$ 127.52	\$ 765.14	\$ 201.97	\$ 402.20	\$ 68.21	\$ 92.76	\$ -	\$ -
09	\$ 398.51	\$ 589.79	\$ 197.66	\$ 1,185.96	\$ 313.26	\$ 661.28	\$ 85.25	\$ 126.17	\$ -	\$ -
08	\$ 419.53	\$ 671.25	\$ 218.16	\$ 1,308.94	\$ 329.78	\$ 745.81	\$ 89.75	\$ 143.60	\$ -	\$ -
07	\$ 519.45	\$ 893.45	\$ 282.58	\$ 1,695.48	\$ 400.32	\$ 971.13	\$ 119.13	\$ 204.90	\$ -	\$ -
06	\$ 476.52	\$ 876.80	\$ 270.66	\$ 1,623.98	\$ 409.52	\$ 1,024.18	\$ 67.00	\$ 123.28	\$ -	\$ -
05	\$ 274.86	\$ 503.04	\$ 149.10	\$ 927.00	\$ 242.87	\$ 593.59	\$ 31.99	\$ 58.55	\$ -	\$ -
04	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
03	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
01	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
99 & prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 1,424,965.92	\$ 190,008.06	\$ 74,812.01	\$ 1,689,785.99	\$ 1,038,954.12	\$ 214,411.50	\$ 386,011.80	\$ 50,408.57	\$ -	\$ -

Lamar Consolidated ISD
 Tax Collections
 September 1, 2020-August 31, 2021
 (Year-To-Date)

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 5/31/2021
20	\$ 235,298,139.34	\$ 3,139,522.57	\$ 238,437,661.91	\$ 234,002,870.33	\$ 703,979.12	\$ 44,461.29	\$ 234,751,310.74	\$ 4,434,791.58
19	\$ 2,238,716.48	\$ (257,776.44)	\$ 1,980,940.04	\$ 942,370.40	\$ 260,597.59	\$ 259,917.35	\$ 1,462,885.34	\$ 1,038,569.64
18	\$ 777,233.71	\$ (89,481.10)	\$ 687,752.61	\$ 101,500.19	\$ 65,341.07	\$ 45,459.53	\$ 212,300.79	\$ 586,252.42
17	\$ 479,183.76	\$ 97,271.48	\$ 576,455.24	\$ 192,677.11	\$ 39,845.17	\$ 22,770.09	\$ 255,292.37	\$ 383,778.13
16	\$ 350,011.80	\$ 35,547.85	\$ 385,559.65	\$ 120,363.13	\$ 32,543.76	\$ 15,988.76	\$ 168,895.65	\$ 265,196.52
15	\$ 252,679.32	\$ (101,125.78)	\$ 151,553.54	\$ (36,898.78)	\$ 26,340.14	\$ 10,585.54	\$ 26.90	\$ 188,452.32
14	\$ 194,346.73	\$ (117,714.37)	\$ 76,632.36	\$ (85,102.62)	\$ 9,722.35	\$ 4,321.82	\$ (71,058.45)	\$ 161,734.98
13	\$ 167,816.87	\$ (640.81)	\$ 167,176.06	\$ 27,683.50	\$ 5,095.11	\$ 2,050.83	\$ 34,829.44	\$ 139,492.56
12	\$ 161,649.09	\$ 6,279.42	\$ 167,928.51	\$ 24,911.90	\$ 4,879.79	\$ 1,525.02	\$ 31,316.71	\$ 143,016.61
11	\$ 155,202.46	\$ 6,712.52	\$ 161,914.98	\$ 16,636.65	\$ 4,260.45	\$ 1,196.16	\$ 22,093.26	\$ 145,278.33
10	\$ 144,657.40	\$ 2,026.07	\$ 146,683.47	\$ 11,091.20	\$ 4,311.30	\$ 265.30	\$ 15,667.80	\$ 135,592.27
09	\$ 79,838.41	\$ -	\$ 79,838.41	\$ 10,721.77	\$ 4,939.39	\$ 1,190.89	\$ 16,852.05	\$ 69,116.64
08	\$ 62,515.38	\$ -	\$ 62,515.38	\$ 4,824.68	\$ 5,017.90	\$ 417.64	\$ 10,260.22	\$ 57,690.70
07	\$ 55,818.21	\$ -	\$ 55,818.21	\$ 5,155.08	\$ 5,911.56	\$ 576.55	\$ 11,643.19	\$ 50,663.13
06	\$ 60,890.17	\$ -	\$ 60,890.17	\$ 6,161.99	\$ 7,481.14	\$ 579.65	\$ 14,222.78	\$ 54,728.18
05	\$ 115,006.58	\$ -	\$ 115,006.58	\$ 7,431.92	\$ 10,166.37	\$ 2,266.18	\$ 19,864.47	\$ 107,574.66
04	\$ 31,884.63	\$ -	\$ 31,884.63	\$ 6,941.74	\$ 9,971.21	\$ 2,074.98	\$ 18,987.93	\$ 24,942.89
03	\$ 23,235.40	\$ -	\$ 23,235.40	\$ 1,961.01	\$ 3,593.29	\$ 680.87	\$ 6,235.17	\$ 21,274.39
02	\$ 12,057.97	\$ -	\$ 12,057.97	\$ 830.75	\$ 1,861.05	\$ 380.74	\$ 3,072.54	\$ 11,227.22
01	\$ 11,292.25	\$ -	\$ 11,292.25	\$ 855.05	\$ 2,016.93	\$ 418.96	\$ 3,290.94	\$ 10,437.20
00	\$ 11,496.86	\$ -	\$ 11,496.86	\$ 777.06	\$ 1,919.85	\$ 391.99	\$ 3,088.90	\$ 10,719.80
99 & prior	\$ 14,398.55	\$ -	\$ 14,398.55	\$ 117.97	\$ 235.34	\$ 31.38	\$ 384.69	\$ 14,280.58
Totals	\$ 240,698,071.37	\$ 2,720,621.41	\$ 243,418,692.78	\$ 235,363,882.03	\$ 1,210,029.88	\$ 417,551.52	\$ 236,991,463.43	\$ 8,054,810.75

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

MONTH	2020-2021	2019-2020	2018-2019	2017-2018	2016-2017	2015-2016	2014-2015	2013-2014	2012-13	2011-12	2010-11	2009-10
SEPT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
OCT	0.0%	0.0%	0.2%	0.0%	0.0%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%
NOV	1.0%	3.7%	4.7%	0.5%	3.2%	3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%
DEC	53.8%	54.1%	52.6%	51.4%	50.3%	49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%
JAN	80.8%	85.2%	85.9%	83.9%	87.2%	83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%
FEB	94.8%	95.6%	95.9%	95.7%	95.6%	95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%
MAR	96.7%	96.8%	97.0%	96.9%	96.9%	96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%
APR	97.6%	97.4%	97.7%	97.6%	97.5%	97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%
MAY	98.1%	98.0%	98.2%	98.2%	98.2%	98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%
JUNE		98.5%	98.6%	98.6%	98.6%	98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%
JULY		98.8%	99.0%	98.9%	98.9%	99.0%	98.9%	99.0%	99.0%	98.7%	98.6%	98.0%
AUG		99.0%	99.2%	99.1%	99.1%	99.2%	99.0%	99.2%	99.1%	98.9%	98.8%	98.2%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2020-21 TAX COLLECTIONS
AS OF MAY 31, 2021**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 5/31/2021	% OF BUDGET COLLECTED
2020	2020-2021	\$ 237,648,913	\$ 234,002,870	98.47%
2019 & Prior	2019-20 & Prior	\$ 2,095,000	\$ 1,361,012	64.96%
TOTAL		\$ 239,743,913	\$ 235,363,882	98.17%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF MAY 31, 2021**

SCHOOL YEAR TAX YEAR	2015-16 2015	2016-17 2016	2017-18 2017	2018-19 2018	2019-20 2019	2020-21 2020
COLLECTION YEAR						
1 Orig. Levy	\$ 173,016,530	\$ 190,749,742	\$ 206,293,212	\$ 218,981,334	\$ 226,337,948	\$ 235,298,139
1 Collections	\$ 178,028,558	\$ 195,553,464	\$ 206,646,042	\$ 217,996,739	\$ 224,366,601	\$ 234,002,870
Adj. To Roll	\$ 6,473,810	\$ 6,618,386	\$ 2,203,756	\$ 867,691	\$ 267,370	\$ 3,139,523
2 Collections	\$ 745,585	\$ 1,046,154	\$ 1,082,253	\$ 928,193	\$ 942,370	
Adj. To Roll	\$ (149,323)	\$ (98,963)	\$ (15,240)	\$ (146,858)	\$ (257,776)	
3 Collections	\$ 192,822	\$ 424,152	\$ 345,499	\$ 101,500		
Adj. To Roll	\$ 63,603	\$ 238,403	\$ 71,249	\$ (89,481)		
4 Collections	\$ 311,639	\$ 280,592	\$ 192,677			
Adj. To Roll	\$ 233,019	\$ 146,806	\$ 97,271			
5 Collections	\$ 179,195	\$ 120,363				
Adj. To Roll	\$ 72,839	\$ 35,548				
6 Collections	\$ (36,899)					
Adj. To Roll	\$ (101,126)					
TOTAL:						
COLLECTIONS	\$ 179,420,900	\$ 197,424,726	\$ 208,266,471	\$ 219,026,432	\$ 225,308,972	\$ 234,002,870
ADJUSTED TAX ROLL	\$ 179,609,352	\$ 197,689,922	\$ 208,650,249	\$ 219,612,686	\$ 226,347,542	\$ 238,437,662
BALANCE TO BE COLLECTED	\$ 188,452	\$ 265,196	\$ 363,778	\$ 586,253	\$ 1,038,570	\$ 4,434,792
ADJ. TAXABLE VALUE	\$ 12,921,071,351	\$ 14,221,784,992	\$ 15,010,269,339	\$ 15,799,473,781	\$ 17,147,541,033	\$ 18,787,933,331
TOTAL % COLLECTIONS AS OF MAY 31, 2021	99.9%	99.9%	99.8%	99.7%	99.5%	98.1%
TAX RATE	1.39005	1.39005	1.39005	1.39000	1.32000	1.26910

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

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

Bass Construction (ALC)	Application # 9	\$	556,524.25
Bass Construction (Multi-Purpose & Orchestra)	Application # 10	\$	673,706.75
City of Richmond (Phelan ES)	Application # 1	\$	55,089.00
City of Richmond (Phelan ES)	Application # 2	\$	72,334.00
Drymalla Construction (Lamar Complex Improvements – GMP #1)	Application # 11	\$	144,503.55
Drymalla Construction (Lamar Complex Improvements – GMP #2)	Application # 10	\$	1,578,203.30
Drymalla Construction (Morgan ES)	Application # 11	\$	1,654,085.85
Drymalla Construction (Randle HS/Wright JHS Complex)	Application # 24	\$	2,733,627.85
Drymalla Construction (Terry HS/George JHS – GMP #3)	Application # 8	\$	817,256.50
EAB (ALC)	Application # 1	\$	3,925.00
EAB (Jane Long Gym)	Application # 2	\$	6,710.00
EAB (Wright JHS)	Application # 9	\$	4,860.00
EAB (Wright JHS)	Application # 10	\$	4,680.00

EMA (Jane Long Gym)	Application # 3	\$	3,300.00
EMA (Multi-Purpose/Orchestra/FHS Parking)	Application # 2	\$	2,600.00
Ft. Bend MUD #216 (Morgan ES)	Application # 1	\$	368,880.74
Kaluza (Ag Barn #3)	Application # 1	\$	10,160.00
Kaluza (Phelan ES)	Application # 4	\$	4,916.25
Navcon (Jane Long ES Gym)	Application # 12	\$	260,331.70
PBK Architects (Lamar Complex Improvements)	Application # 14	\$	8,061.48
PBK Architects (Lamar Complex Exterior Improvements)	Application # 11	\$	5,495.19
PBK Architects (Multi-Purpose/Orchestra/FHS Parking)	Application # 16	\$	12,431.57
PBK Architects (Randle HS)	Application # 31	\$	13,082.84
PBK Architects (Traylor Stadium Visitor Locker Room)	Application # 10	\$	1,347.84
PBK Architects (Wright JHS)	Application # 29	\$	2,942.99
Rice & Gardner (2017 Bond Program)	Application # 27	\$	102,456.46
RockIT (Multi-Purpose/Orchestra/FHS Parking)	Application # 2	\$	46,557.38
Sterling Structures (Brazos Crossing)	Application # 7	\$	28,162.69

Terracon (ALC)	Application # 9	\$	896.25
Terracon (Foster HS Multi-Purpose)	Application # 3	\$	1,846.63
Terracon (Foster HS Multi-Purpose)	Application # 4	\$	2,432.00
Terracon (Fulshear HS Multi-Purpose)	Application # 4	\$	867.00
Terracon (George Ranch HS Multi-Purpose)	Application # 1	\$	2,556.00
Terracon (George Ranch HS Multi-Purpose)	Application # 2	\$	2,132.00
Terracon (Lamar Complex Improvements Package 2)	Application # 4	\$	6,517.01
Terracon (Lamar Complex Improvements Package 2)	Application # 5	\$	6,846.50
Terracon (Lamar Complex Improvements Package 2)	Application # 6	\$	5,193.75
Terracon (Lamar Complex Improvements Package 2)	Application # 7	\$	2,456.75
Terracon (Morgan ES)	Application # 10	\$	3,617.75
Terracon (Navarro MS Orchestra)	Application # 3	\$	1,140.75
Terracon (Navarro MS Orchestra)	Application # 4	\$	1,258.00
Terracon (Randle HS/Wright JHS Complex)	Application # 26	\$	2,945.00
Terracon (Ryon MS Orchestra)	Application # 3	\$	3,581.38

Terracon (Transportation Fuel Tanks)	Application # 5	\$	269.25
Terracon (Wertheimer MS Orchestra)	Application # 2	\$	2,686.75
Terracon (Wertheimer MS Orchestra)	Application # 3	\$	1,084.25
Texas Department of Health (George JHS)	Application # 1	\$	57.00
Texas Department of Health (Terry HS)	Application # 1	\$	330.00
VLK Architects (ALC)	Application # 9	\$	4,500.00
VLK Architects (Phelan ES)	Application # 5	\$	25,013.40
VLK Architects (Phelan ES – Reimbursables)	Application # 5	\$	4,829.10
Winning Way (Phelan ES)	Application # 1	\$	1,100.00

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

EXECUTIVE SUMMARY

Bond Sale 1	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Carl Briscoe Bentley Elementary (#24)	22,010,055.00	22,004,459.00	5,596.00	21,330,252.28	22,010,055.00
Kathleen Joerger Lindsey Elementary (#25)	23,770,861.00	22,265,663.00	1,505,198.00	20,238,604.58	22,265,663.00
Don Carter Elementary School (#26)	24,959,404.00	24,872,095.27	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	189,000.00	3,786,750.00
Sub Total - Bond Sale 2	82,245,098.00	73,738,577.81	8,506,520.19	67,288,916.56	82,245,098.00
Grand Total	198,676,414.00	187,457,162.45	11,219,251.55	175,344,362.38	197,151,210.57

* Budget increased at August 18, 2016 Board Meeting

Additional Projects	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Access Controls	800,000.00	604,933.00	195,067.00	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 Kick-Off Meeting was held 4/9/21.
- Working with Kaluza Inc. to submit the plat.

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
June 2021**

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

Project substantially complete as of 6/1.
Furniture and Technology installations are in progress.



**Transportation Fuel Tank
Replacement**

Soil remediation test results have been submitted to TCEQ.
Final payment recommendation is scheduled for the August Board Meeting.



Jane Long Historic Gym Renovations

Project substantially complete as of 5/17.
Final payment recommendation is scheduled for the August Board Meeting.



ALC/1621 Additions and Renovations

VLK is the Architect of Record.

Masonry, MEP, and roofing are in progress.

Former ALC building demolition is scheduled to be complete in June.



Lamar CHS & Lamar JHS Additions & Renovations

PBK is the Architect of Record.

High School. Completing interior finishes in new classrooms. Beginning construction of new drop off drive.

Junior High. Tying in the new Choir/Orchestra rooms with the existing building.

North Athletics Site. Roof, MEP, and turf field are in progress.

Traylor Stadium. Visitor locker room masonry, roof, and MEP are in progress.



Terry HS & George JHS Additions & Renovations

VLK Architects is the Architect of Record.

Terry. Band Hall, Science rooms, and Admin area renovations, interior wall panels install, and gym bleacher replacement are in progress.

George Jr. Band Hall, Forum, and locker room renovations are in progress.



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

PBK is the Architect of Record.

Multi-Purpose Rooms. Foster, Fulshear, and George Ranch construction is in progress.

Orchestra Rooms. Navarro, Ryon Wertheimer, and Wessendorff construction is in progress.



Brazos Crossing Exterior Improvement

VLK is the Architect of Record.
Final payment recommendation is scheduled for the August Board Meeting.



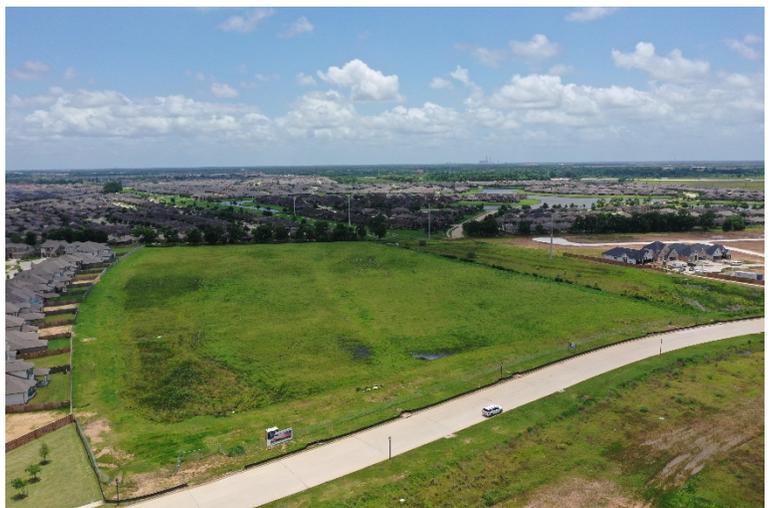
Fletcher Morgan, Jr. Elementary School

VLK is the Architect of Record.
Damp proofing, masonry, roof, and MEP rough-in are in progress.



Maxine Phelan Elementary School

VLK is the Architect of Record.
Permitting is in process.



2017 BOND REFERENDUM SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
Roberts Middle School Orchestra Room	\$1,100,000.00	\$0.00	\$1,100,000.00	\$1,100,000.00	\$0.00
Austin ES Re-Roof	\$1,900,000.00	(\$529,504.00)	\$1,370,496.00	\$897,273.00	\$473,223.00
Seguin ECC Re-Roof	\$1,900,000.00	\$0.00	\$1,900,000.00	\$982,961.00	\$917,039.00
Terry HS Serving Lines	\$680,000.00	\$0.00	\$680,000.00	\$656,123.95	\$23,876.05
George JHS Serving Lines	\$620,000.00	\$0.00	\$620,000.00	\$528,728.39	\$91,271.61
Classroom Intruder Locks	\$400,000.00	\$0.00	\$400,000.00	\$390,985.72	\$9,014.28
High School LOTE Lab Renovations- Lamar /Terry / Foster	\$1,050,000.00	\$0.00	\$1,050,000.00	\$198,565.00	\$851,435.00
ES Cooler/Freezer Replacement - Austin / Beasley / Huggins / Pink / Seguin / Taylor Ray / Travis / Williams	\$1,400,000.00	\$0.00	\$1,400,000.00	\$1,230,756.00	\$169,244.00
Summer 2019 Multi-Campus Improv. - Campbell ES Carpet / Campbell ES VWC / Navarro MS Carpet / Navarro MS Intercom / Wessendorff MS Carpet / Wessendorff MS VWC / Williams ES Carpet / Williams Admin. Renov. / Williams ES Fire Sprinklers	\$2,740,000.00	\$114,000.00	\$2,854,000.00	\$2,824,511.64	\$29,488.36
HS Field Turf & Foster HS Track - GR Turf / Fulshear Turf / Foster Turf / Terry Turf / Foster Track	\$9,082,719.00	\$0.00	\$9,082,719.00	\$7,352,923.72	\$1,729,795.28
Foster HS Athletic Improvements- HS Baseball & Softball Improv. / HS Field House Locker Replacement	\$867,281.00	\$0.00	\$867,281.00	\$829,768.00	\$37,513.00
Dr. Thomas E. Randle High School- High School / Turf / Multi-Purpose Room	\$127,630,000.00	\$0.00	\$127,630,000.00	\$115,369,853.48	\$12,260,146.52
Harry Wright Junior High School	\$62,000,000.00	\$0.00	\$62,000,000.00	\$55,458,088.07	\$6,541,911.93
Lamar CHS & Lamar JHS Exterior Improvements - Traylor Visitor Locker Room / Sub-Varsity Field / HS Multi- Purpose Room Add/ Turf/ Improved Drainage, Parking & Sidewalks / Revised JHS Drop Off / JHS HVAC Upgrades	\$15,340,000.00	\$0.00	\$15,340,000.00	\$2,987,206.00	\$12,352,794.00
Lamar CHS & Lamar JHS Additions & Renovations - HS Admin Renov. / LGI Add / HS Expand Band Hall / JHS Choir Add / JHS Intercom Upgrade	\$8,480,000.00	\$0.00	\$8,480,000.00	\$2,278,678.00	\$6,201,322.00
Terry HS & George JHS Additions & Renovations- JHS Renovated Locker Room / JHS Band Add / JHS Visitor Parking Add / JHS Forum Renov. / HS replace Wood Football Bleacher / HS Exterior Door & Window Replacement / HS Band & Chior Add / HS Resurface Parking / HS Multi-Purpose Room	\$14,650,000.00	\$0.00	\$14,650,000.00	\$11,800,564.00	\$2,849,436.00
Traylor Stadium Press Box Replacement	\$2,800,000.00	\$1,632,000.00	\$4,432,000.00	\$4,343,843.00	\$88,157.00
New Alternative Learning Center	\$12,200,000.00	\$0.00	\$12,200,000.00	\$1,319,575.00	\$10,880,425.00
Jane Long ES Historical Gym Renovations	\$3,200,000.00	\$0.00	\$3,200,000.00	\$3,086,859.00	\$113,141.00
Jane Long Auditorium Seating	\$125,000.00	\$0.00	\$125,000.00	\$0.00	\$125,000.00
Transportation - Replace Underground Fuel Tank	\$900,000.00	\$415,504.00	\$1,315,504.00	\$1,308,014.00	\$7,490.00
HS Multi-Purpose Rooms & MS Orchestra Adds - Foster MP / GR MP / Fulshear MP / Narvarro Orch / Wessendorff Orch / Ryon Orch / Wertheimer Orch / Foster HS Add Parking	\$9,570,000.00	\$0.00	\$9,570,000.00	\$9,119,829.30	\$450,170.70
Multi-Campus Carpet Replacement - Foster HS / Briscoe JHS / Jackson ES / Pink ES / Long ES	\$2,310,000.00	\$0.00	\$2,310,000.00	\$2,168,225.00	\$141,775.00
Summer 2020 Multi-Campus ES Renovations - Austin Office Renov. / Bowie Add 25 Parking Spaces / Bowie Replace Entry Canopy / Bowie Serving Line Renov. / Bowie Enlarge Cafeteria / Jackson Drainage Improv. / Jackson Serving Line Renov. / Smith Renov. Courtyard / Ray Improv Drainage in Parking Lot / Controls Upgrade	\$3,370,000.00	\$0.00	\$3,370,000.00	\$3,160,892.00	\$209,108.00
Brazos Crossing Renovations	\$1,800,000.00	\$0.00	\$1,800,000.00	\$1,729,920.00	\$70,080.00
Morgan Elementary School	\$30,200,000.00	\$0.00	\$30,200,000.00	\$1,944,114.80	\$28,255,885.20
Maxine Phelan Elementary School	\$32,600,000.00	\$0.00	\$32,600,000.00	\$24,946,007.20	\$7,653,992.80
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	\$258,014,265.27	\$147,732,734.73
TOTAL FACILITY & PLANNING BOND	\$404,115,000.00	funded by 2014			
REMAINING FACILITY & PLANNING BOND	\$147,732,734.73	bond available funds			

Denotes completed projects

2017 BOND TECHNOLOGY SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
IIFP-Interactive Flat Panel	\$9,044,000.00	\$0.00	\$9,044,000.00	\$9,026,934.00	\$17,066.00
PTO-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
ESO-Expanded Storage	\$400,000.00	\$0.00	\$400,000.00	\$400,000.00	\$0.00
SCO-Security Cameras	\$250,000.00	\$0.00	\$250,000.00	\$250,000.00	\$0.00
TEL-Telephones	\$890,000.00	\$0.00	\$890,000.00	\$747,672.00	\$142,328.00
CRO-Computer Refresh	\$18,344,000.00	\$0.00	\$18,344,000.00	\$18,321,781.00	\$22,219.00
LCO-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
IAO-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	\$30,953,123.00	\$3,372,877.00
TOTAL TECHNOLOGY BOND	\$34,326,000.00				
REMAINING TECHNOLOGY BOND	\$3,372,877.00				

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	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												
Austin ES & Seguin ES Re-Roof	CONSTR												WARRANTY																																																																							
Terry HS & George JHS Serving Lines	CONSTR												WARRANTY																																																																							
Classroom Intruder Locksets	CONSTR												WARRANTY																																																																							
High School Artificial Turf & Tracks	DESIGN												CONSTR												WARRANTY																																																											
Foster HS Athletic Improvements	DESIGN												CONSTR												WARRANTY																																																											
CES, WES, WMS, NMS Improv.	DESIGN												CONSTR												WARRANTY																																																											
ES Cooler/Freezer Replacement	DESIGN												CONSTR												WARRANTY																																																											
High School LOTE Lab Installation	DESIGN												CONSTR												WARRANTY																																																											
Fuel Tank Replacement													DESIGN												CONSTR												WARRANTY																																															
Traylor Stadium Pressbox													DESIGN												CONSTR												WARRANTY																																															
Austin, Bowie, D. Smith, T. Ray & Jackson Improv.													DESIGN												CONSTR												WARRANTY																																															
FHS, BIHS, JES, PES, LES Improv.													DESIGN												CONSTR												WARRANTY																																															
Jane Long Historical Gym Renovations													DESIGN												CONSTR												WARRANTY																																															
ALC Additions & Renovations													DESIGN												CONSTR												WARRANTY																																															
Morgan Elementary (#29)													DESIGN												CONSTR												WARRANTY																																															
Phelan Elementary (#30)													DESIGN												CONSTR												WARRANTY																																															
Terrell Elementary (#31)*													DESIGN												CONSTR												WARRANTY																																															
Randle High School & Wright Junior High	DESIGN												CONSTR												WARRANTY																																																											
Lamar Complex Exterior Improvements													DESIGN												CONSTR												WARRANTY																																															
Lamar HS & JHS Add & Renov.													DESIGN												CONSTR												WARRANTY																																															
Terry HS & GHS Add & Renov.													DESIGN												CONSTR												WARRANTY																																															
HS Multi-Purpose MS Orchestra Additions													DESIGN												CONSTR												WARRANTY																																															
Brazos Crossing Exterior													DESIGN												CONSTR												WARRANTY																																															

INFORMATION ITEM: LAMAR CISD POLICE DEPARTMENT UPDATE

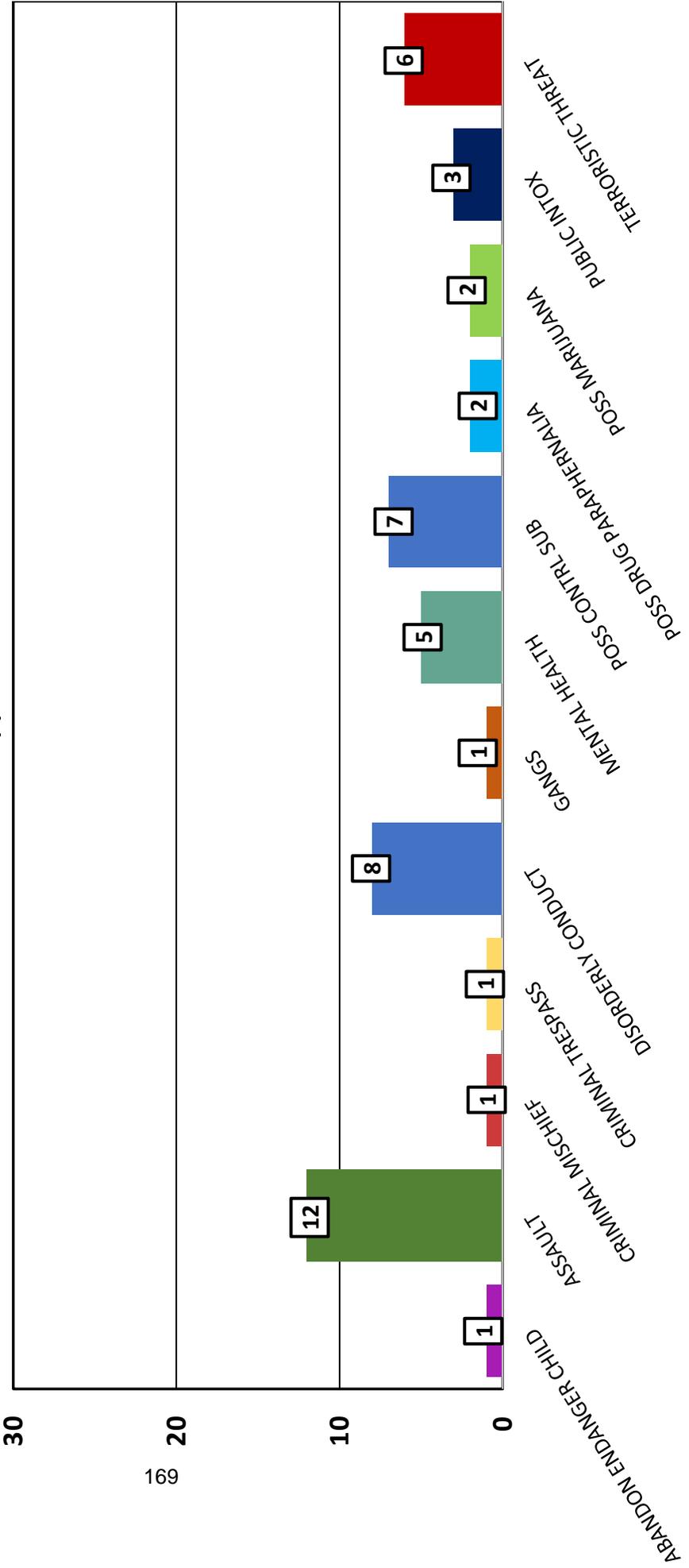
Attached you will find the most recent monthly report from the Lamar CISD Police Department.

Resource Person: Dallis Warren, Chief of Police



Lamar CISD Police Department Monthly Activity – Incident Response Reports Written in May 2021

Incident Types



Case Number	Offense	School	Officer
LCP21-00152	ABANDON ENDANGER CHILD	Taylor Ray Elementary School	BECERRA, JOSEPH
ABANDON ENDANGER CHILD Total: 1			
LCP21-00143	ASSAULT BY THREATS	Alternative Learning Center	PHILLIPS, SHERMAN
ASSAULT BY THREATS Total: 1			
LCP21-00161	ASSAULT CAUSES BODILY INJ	George Junior High	SEGURA, DARYL
LCP21-00180	ASSAULT CAUSES BODILY INJ	Reading Junior High	JACKSON, PHILLIP
LCP21-00167	ASSAULT CAUSES BODILY INJ	Velasquez Elementary School	KREUSCH, KELLY
LCP21-00159	ASSAULT CAUSES BODILY INJ	Navarro Middle School	BECERRA, JOSEPH
LCP21-00182	ASSAULT CAUSES BODILY INJ	Navarro Middle School	BECERRA, JOSEPH
ASSAULT CAUSES BODILY INJ Total: 5			
LCP21-00151	ASSAULT-FAMILY VIOLENCE (OFFENSIVE)	Terry High School	BECERRA, JOSEPH
LCP21-00166	ASSAULT-FAMILY VIOLENCE (OFFENSIVE)	Foster High School	WEISHIEMER, RANDY
ASSAULT-FAMILY VIOLENCE Total: 2			
LCP21-00153	ASSAULT (OFFENSIVE CONTACT)	George Junior High	SEGURA, DARYL
LCP21-00140	ASSAULT (OFFENSIVE CONTACT)	George Junior High	SEGURA, DARYL
ASSAULT (OFFENSIVE CONTACT) Total: 2			
LCP21-00160	ASSAULT PUBLIC SERVANT	George Junior High	BECERRA, JOSEPH

Case Number	Offense	School	Officer
LCP21-00149	ASSAULT PUBLIC SERVANT	George Junior High	SEGURA, DARYL
ASSAULT PUBLIC SERVANT Total: 2			
LCP21-00183	CRIMINAL MISCHIEF >=\$100<\$750	Bowie Elementary School	MEHLING, WILLIAM
CRIMINAL MISCHIEF Total: 1			
LCP21-00183	CRIMINAL TRESPASS ON SCHOOL GROUNDS	Bowie Elementary School	MEHLING, WILLIAM
CRIMINAL TRESPASS ON SCHOOL GROUNDS Total: 1			
LCP21-00171	DISORDERLY CONDUCT (FIGHTING)	George Junior High	MEHLING, WILLIAM
LCP21-00145	DISORDERLY CONDUCT (FIGHTING)	Lamar Junior High	PRICE, JERRY
LCP21-00163	DISORDERLY CONDUCT (FIGHTING)	George Junior High	SEGURA, DARYL
LCP21-00179	DISORDERLY CONDUCT (FIGHTING)	Fulshear High School	CROCKER, JUSTIN
LCP21-00142	DISORDERLY CONDUCT (FIGHTING)	George Junior High	SEGURA, DARYL
LCP21-00144	DISORDERLY CONDUCT (FIGHTING)	Polly Ryon Middle School	KREUSCH, KELLY
DISORDERLY CONDUCT (FIGHTING) Total: 6			
LCP21-00162	DISORDERLY CONDUCT (OFFENSIVE)	Leaman Junior High	RIOS, MARIO
LCP21-00150	DISORDERLY CONDUCT (OFFENSIVE)	George Junior High	SEGURA, DARYL
DISORDERLY CONDUCT (OFFENSIVE ACTIONS) Total: 2			
LCP21-00181	FRATERNITIES, SORORITIES, SECRET		PHILLIPS, SHERMAN
FRATERNITIES, SORORITIES, SECRET SOCIETIES, AND GANGS Total: 1			
LCP21-00177	Mental Health	Reading Junior High	KREUSCH, KELLY
LCP21-00156	Mental Health	Tamarron Elementary School	RIOS, MARIO
LCP21-00157	Mental Health	George Junior High	SEGURA, DARYL
LCP21-00137	Mental Health	George Ranch High School	ARMSTRONG, BRANDON
LCP21-00169	Mental Health	George Ranch High School	ARMSTRONG, BRANDON

Case Number	Offense	School	Officer
Mental Health Total: 5			
LCP21-00154	POSS CS PG 2 >= 1G<4G	Leaman Junior High	RIOS, MARIO
POSS CONTROLLED SUBSTANCE Total: 1			
LCP21-00148	POSS CS PG 2 >= 4G<400G	George Ranch High School	ARMSTRONG, BRANDON
LCP21-00136	POSS CS PG 2 >= 4G<400G	Lamar High School	LEAL, DAVID
LCP21-00155	POSS CS PG 2 >= 4G<400G	George Junior High	BECERRA, JOSEPH
LCP21-00158	POSS CS PG 2 >= 4G<400G	Foster High School	WEISHIEMER, RANDY
LCP21-00165	POSS CS PG 2 >= 4G<400G	George Junior High	BECERRA, JOSEPH
LCP21-00176	POSS CS PG 2 >= 4G<400G	George Junior High	BECERRA, JOSEPH
POSS CONTROLLED SUBSTANCE Total: 6			
LCP21-00168	POSSESSION DRUG PARAPHERNALIA	George Junior High	SEGURA, DARYL
LCP21-00146	POSSESSION DRUG PARAPHERNALIA	Terry High School	AGUILAR, ANTONIO
POSSESSION DRUG PARAPHERNALIA Total: 2			
LCP21-00170	POSS MARJ <2OZ DFZ IAT	George Junior High	BECERRA, JOSEPH
LCP21-00178	POSS MARJ <2OZ DFZ IAT	Taylor Ray Elementary School	BECERRA, JOSEPH
POSS MARJ Total: 2			
LCP21-00138	PUBLIC INTOXICATION	George Ranch High School	KREUSCH, KELLY
LCP21-00173	PUBLIC INTOXICATION	Alternative Learning Center	PHILLIPS, SHERMAN
LCP21-00175	PUBLIC INTOXICATION	Alternative Learning Center	PHILLIPS, SHERMAN
PUBLIC INTOXICATION Total: 3			
LCP21-00141	TERRORISTIC THREAT CAUSE FEAR OF	Austin Elementary School	DEROCH, SEAN
LCP21-00147	TERRORISTIC THREAT CAUSE FEAR OF	Tamarron Elementary School	RIOS, MARIO
LCP21-00174	TERRORISTIC THREAT CAUSE FEAR OF	Austin Elementary School	DEROCH, SEAN
LCP21-00139	TERRORISTIC THREAT CAUSE FEAR OF	Lamar Junior High	PRICE, JERRY

Case Number	Offense	School	Officer
TERRORISTIC THREAT CAUSE FEAR OF IMMINENT SBI Total: 4			
LCP21-00164	TERRORISTIC THREAT INTERRUPT PUBLIC	Fulshear High School	PHILLIPS, SHERMAN
TERRORISTIC THREAT INTERRUPT PUBLIC PLACE Total: 1			
LCP21-00172	TERRORISTIC THREAT REACTION EMERGENCY	Lamar High School	LEAL, DAVID
TERRORISTIC THREAT REACTION EMERGENCY AGENCY Total: 1			

Total Records: 49

INFORMATION ITEM: BUDGET WORKSHOP

During the budget workshop, Jill Ludwig and Yvonne Dawson will update the Board on the current year budget and provide details regarding the 2021-22 budget. Legislative topics and the status of budget development will be discussed.

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

**INFORMATION ITEM: TRANSPORTATION UPDATE
TRANSPORTATION QUARTERLY BOARD UPDATE
(March 2021 – May 2021)**

PERSONNEL UPDATES

During the months of March, April and May, we hired 10 new drivers and have 12 current active driver trainees. Roy Kloeber was hired as the Rosenberg Operations Manager, replacing the retiring Brenda Bernander. Roy had been acting Operations Manager since August 2020. Shelly Hernandez and Martin Rodriguez were promoted to Bus Operations Specialists. Christina Delaney and Darlene Seeling were promoted to dispatchers. Cory Fox, a former Lamar Consolidated High School CTE student and Transportation Department intern, was hired as a mechanic assistant.

ON THE ROAD BUS ACCIDENTS

<i>Date</i>	<i>Bus</i>	<i>Action</i>	<i>Location</i>	<i>Preventable</i>
3-8-21	414432	Car turned into the bus	Ave H and 8 th	N
3-22-21	417435	Bus hit another vehicle	Reading Rd and Ave I	Y
3-26-21	409431	Bus backed into a car	Reading Rd	Y
5-25-21	317705	Bus hit another vehicle	TX 99 and US 59	Y
5-26-21	414449	Bus backed into a car at a turnaround	Fountains Apartments	Y

STUDENT DISCIPLINE

Seven hundred twenty-six discipline reports were issued for the quarter.

CO-CURRICULAR AND EXTRA CURRICULAR FIELD TRIPS

Site	Bus Miles	Sped Bus Miles	Truck Miles	White Fleet Miles	Number of Trips
Rosenberg	19316	0	1665	5777	1286
Fulshear	19209	0	1260	4787	335

BUS/VEHICLE MAINTENANCE

There were 26 calls from 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

The following am/pm home-to-school routes are in operation:

Home-to-School Routes	Blue Track	Red Track	Gold Track	Maroon Track	Purple Track
Regular	22	33	34	41	38
SPED	6	9	12	4	3
Van	1	1	0	1	0
Displaced Students	33	55	18	31	2

TRAINING AND OTHER EVENTS

Regular one-hour monthly safety meetings resumed in the second quarter. Two-hour extended sessions were conducted in January and February. End of the year lunches and awards ceremonies were held during the last week of school at both Rosenberg and Fulshear, with special guests Dr. Thomas Randle and Dr. Roosevelt Nivens visiting the Rosenberg lunch.

A total of 47 drivers and 10 additional staff were involved in providing spectator shuttles to 6,554 individuals for the five graduation ceremonies at Traylor Stadium.

LAMAR CISD TRANSPORTATION

Activity Summary Report by Account for Product

From: March To: May 2021

				Qty	Amount
Account:	001	VOCATIONAL			
Product:	01	Unleaded	2	21.020	\$21.02
Product:	02	#2 Diesel	36	995.320	\$1,197.38
Account Totals:			38	1016.340	\$1,218.40
Account:	034	DISTRIBUTION			
Product:	01	Unleaded	89	1705.710	\$1,748.35
Account Totals:			89	1705.710	\$1,748.35
Account:	050	MAINTENANCE			
Product:	01	Unleaded	917	16100.980	\$18,487.36
Product:	02	#2 Diesel	329	3057.960	\$3,294.90
Account Totals:			1246	19158.940	\$21,782.26
Account:	053	TECHNICAL SERVICES			
Product:	01	Unleaded	88	1161.850	\$1,313.22
Account Totals:			88	1161.850	\$1,313.22
Account:	060	Transportation			
Product:	01	Unleaded	408	5701.530	\$7,041.55
Product:	02	#2 Diesel	3939	142676.230	\$188,311.97
Account Totals:			4347	148377.760	\$195,353.52
Account:	080	SECURITY			
Product:	01	Unleaded	197	3123.960	\$3,677.82
Account Totals:			197	3123.960	\$3,677.82
Account:	090	ATHLETICS			
Product:	01	Unleaded	5	98.090	\$98.09
Account Totals:			5	98.090	\$98.09
Account:	1111	FACILITIES & PLANNING			
Product:	01	Unleaded	4	78.730	\$78.73
Account Totals:			4	78.730	\$78.73
Account:	78	FOODSERVICE			
Product:	01	Unleaded	89	1436.970	\$1,494.34
Account Totals:			89	1436.970	\$1,494.34

Resource Persons: Dr. Mike Rockwood, Deputy Superintendent of Administrative
Services & Leadership Development
Mike Jones, Director of Transportation

**INFORMATION ITEM: FIRST READING OF PROPOSED UPDATES
BOARD POLICY BQB (LOCAL)**

Proposed updates to Board Policy BQB (LOCAL): Planning and Decision-Making Process -- Campus Level include the following:

- Elimination of outdated language that applied to planning and decision making prior to the 2020-2021 school year.
- Correction and clarification of the role of Campus Improvement Councils.
- Clarification on the composition of the Campus Improvement Councils to align with BQB (LEGAL).

If adopted, these updates will ensure a clear continuity between Board Policy and Campus Improvement Councils for the development of Campus Improvement Plans to be implemented for the 2021-2022 school year.

Resource Persons: Dr. Terri Mossige, Chief Academic Officer
Dr. Jon Maxwell, Executive Director of Student Programs
Brian D. Moore, Director of Research, Assessment, & Accountability

Campus Improvement Council

In compliance with law, each campus shall establish A a Campus Improvement Council shall be established on each campus to assist the principal **to ensure that effective planning and site-based decision-making occurs to direct and support the improvement of student performance for all students.** The councils shall meet for the purpose of implementing planning processes and site-based decision making in accordance with Board policy and administrative procedures and shall be chaired by the principal **assist the principal, as the Board's designee, in establishing and reviewing the goals, performance objectives, and major classroom instructional programs of each campus.**

The **Each** council shall **assist with the development, evaluation, and revision of the respective campus improvement plan and shall approve campus** serve exclusively in an advisory role except that each council staff development **needs identified in the campus improvement plan [see BQ and DMA]** of a campus nature.

Duties of Council

The council shall perform duties as described at BQB(LEGAL).

Campus Performance Objectives

Each principal shall be responsible for the development of campus performance objectives. These objectives shall be formulated annually in accordance with a schedule established by the District, shall support the District's educational goals and objectives, and shall be specific to the academic achievement of students served by the campus. The Board shall review and approve campus performance objectives.

Waiver

The principal shall be responsible for ensuring that no campus-initiated decision violates rule, law, or policy, unless the campus has obtained a waiver [see BQB(LEGAL) preceding and BF].

Except as prohibited by law [see BF], a campus may apply to the Board for a waiver of a local policy. An application for a waiver must state the achievement objectives of the campus and the reasons for requesting the waiver.

Meetings

The principal shall be responsible for the agenda and shall schedule at least two meetings per year, including the public meeting required by law.

Communications

The **Each** principal or designee shall ensure that the campus-level council obtains broad-based community, parent, and staff input, and provides information to those persons on a systematic basis **improvement council establishes communication strategies to periodically obtain broad-based community, parent, and staff** . Methods of communication shall include, but not be limited to, periodic meetings to gather input and provide information **to those**

persons regarding the recommendations of the council on the work of the council. Meetings shall be advertised in the District or campus publications and through the media.

Composition

The council shall be composed of members who shall represent campus-based professional staff, **District-level professional staff**, parents, businesses, and the community. **When practicable, professional staff representation shall include a representative with the primary responsibility for educating students with disabilities. For purposes of this policy, District-level professional staff shall be defined as professionals who have responsibilities at more than one campus, including, but not limited to, central office staff.**

Professional Staff

At least two-thirds of the campus professional staff shall be classroom teachers. The remaining one-third shall be professional nonteaching campus-level staff serving as ad hoc members.

Selected Representatives

Parent, community member, and business representatives shall be selected in accordance with this policy and administrative regulations.

Parents

The council shall include at least four parents **and/or guardians** of students currently enrolled **at the campus**, on a regular school campus or at least two District parents on a special site campus, selected by drawing in accordance with administrative procedures. The principal shall, through various channels, inform all parents of campus students about the council's duties and composition, and shall solicit volunteers **accordingly**. [See BQB(LEGAL)]

Community Members

The council shall include at least two community members, selected **by a process that provides for adequate representation of the community's diversity** in accordance with administrative procedures. The principal shall use several methods of communication to ensure that community residents are informed of the council and are provided the opportunity to participate, and shall solicit volunteers. All **Community member** representatives must reside in the District.

Business Representatives

The council shall include at least two business representatives, selected **by a process that provides for adequate representation of the community's diversity** in accordance with administrative procedures. The principal shall use several methods of communication to ensure that **area businesses** community residents are informed of the council and are provided the opportunity to participate, and shall solicit volunteers. Business

	member representatives need not reside in nor operate businesses in the District.
Classroom Teachers	Classroom teachers shall be nominated and elected by their professional peers.
Campus-Based Nonteaching Professionals	Other campus-based nonteaching professionals shall be appointed by the principal and serve as ad hoc members.
District-Level Personnel	District-level personnel shall be nominated and elected by campus professional staff. For the purposes of this policy, District-level professional staff shall be defined as professionals who have responsibilities at more than one campus, including but not limited to central office staff.
Professional Staff Elections	Professional staff representatives shall be nominated and elected in accordance with this policy and administrative regulations. Classroom teacher representatives shall comprise at least two-thirds of the professional staff representation on the council and shall be nominated and elected by classroom teachers assigned to the campus. At least one campus-based nonteaching professional representative shall be nominated and elected by all professional staff assigned to the campus. An employee's affiliation or lack of affiliation with an organization or association shall not be a factor in either the nomination or election of the employee to the council. [See DGA] A nominee must consent before the person's name may appear on the ballot. Election of the council shall be held at a time determined by the Board or its designee.
Elections	An employee's affiliation or lack of affiliation with any organization or association shall not be a factor in either the nomination or election of representatives on the council. Nominated employees shall give their consent to serve on the council before they are eligible for election. Nominations and elections shall be conducted in accordance with this policy and administrative regulations.
Terms	Each council shall set designated terms for elected members. All representatives shall serve staggered two-year terms and shall be limited to two consecutive terms on the council.
Vacancy	A vacancy during a term shall be filled for the remainder of the term by election or selection as appropriate for the category.

Meetings

~~The council shall meet at the call of the principal. The principal shall~~ **be responsible for** set the agenda **and shall schedule at least two meetings per year, including the public meeting required by law** ~~for each meeting. All meetings shall be held outside the regular school day. At least six meetings shall be held each year.~~

Lamar CISD Dyslexia Summary

Dyslexia Numbers

In Lamar CISD there are 1,670 students diagnosed with dyslexia that are receiving supports and/or services through either Section 504 or special education. The number of students with dyslexia in Lamar CISD has increased over the past three years possibly because of statewide screening and training in this area.

At the start of the 2018-19 school year Lamar CISD began assessing all students suspected of having dyslexia through the special education child find process. As a result, more parents have been made aware of the legal requirements outlined in the special education procedural safeguards as well as the supports and services students can be provided.

Currently, about 60% of Lamar CISD students with dyslexia are provided services through special education, which is significantly higher than the states 25% average. That percentage increases to approximately 72% when looking at students only at the elementary level. This is a direct result of utilizing the special education child find process and providing parents with enough information about special education that they can make an informed decision about their child’s programming.

TOTAL Students Identified with Dyslexia		
Elementary	809	48.4%
Middle	207	12.4%
Jr High and HS	654	39.2%
TOTAL	1670	

TOTAL Students Identified with Dyslexia		
504	677	40.5%
Special Education	993	59.5%
TOTAL	1670	

*Last Updated 6/01/21

TOTAL Elementary Students		
504	229	28.3%
Special Education	580	71.7%
TOTAL	809	

Total Secondary Students		
504	448	52%
Special Education	413	48%
TOTAL	861	

Evaluation Process in Lamar CISD

Three years ago, Lamar CISD transitioned away from assessing students suspected of having dyslexia through Section 504. Any student suspected of having a reading disability is

assessed through the IDEA Child Find process. This ensures all areas of reading are being addressed and highly trained educational diagnosticians and reading interventionists are collaborating while completing the evaluation for a student suspected of having dyslexia.

If the data from the student's Full and Individual Evaluation indicates the student has met the eligibility criteria as a student with a Learning Disability with the condition of dyslexia, we offer the student an evidence-based intervention through special education and an individualized education program. If the student's parent does not consent to a special education placement, Lamar CISD will offer the intervention through Section 504. Students can receive adequate accommodations through either special education or section 504 based on the severity of their disability. Parents participate in ARD or 504 meetings and the student is provided additional support(s) if he or she does not show adequate progress.

Assistive Technology for Students with Dyslexia

- Audiobooks (Learning Ally)
 - Text to speech*
 - Speech to text*
 - Electronic dictionaries
- *Embedded in most commonly used programs, application, and devices.

Professional Development

Teachers Trained in Dyslexia	
Reading Interventionists	34
Special Education Teachers	32

*Additional Trainings for Special Education Teachers scheduled for Summer 2021.

2020 – 2021 Lamar CISD Dyslexia Trainings

- **Orthographic Processing** (Reading Interventionists)
- **Campus Dyslexia Training** (Districtwide)
- **Reading by Design (RbD)** (Reading Interventionists and Special Education Teachers)
- **Dyslexia: Basics** (open to General Education and Special Education Teachers)
- **Dysgraphia 101** (open to General Education and Special Education Teachers)
- **Dyslexia and Technology** (open to General Education and Special Education Teachers)
- **Dyslexia: Six Syllable Types** (open to General Education and Special Education Teachers)
- **Dyslexia Parent Education Night** (open to General Education and Special Education Teachers)
- **Reading Interventionist Meetings** (October)

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

INFORMATION ITEM: CANVAS UPDATE

Canvas is the District Learning Management System (LMS) for all grade levels, PK-12. An LMS is a program that serves as a resource for storing instructional materials, curating learning experiences, assessing student knowledge, and providing a collaborative space for students and teachers. Canvas provides easy organization through modules and files, a variety of assessment options such as quizzes, discussion boards, and assessments, and allows for integrations with a variety of district tools such as Office365, Nearpod, Flipgrid, and much more.

Administration will survey parents in July to receive feedback on how to better facilitate Canvas. A committee of staff will create a standard for better implementation of Canvas.

Submitted by: Roosevelt Nivens, Ed.D., Superintendent