

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
JUNE 7, 2022
5:30 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
 - A. UIL State Track Meet
4. Introductions
5. Public Comment
6. Board members reports
 - A. Meetings and events
7. Superintendent reports
 - A. Meetings and events
 - B. Information for immediate attention
8. **CONSENT AGENDA**
 - A. Approval of minutes
 1. May 17, 2022 - Bond Workshop
 2. May 17, 2022 - Regular Board Meeting 4
 - B. Consider ratification of Financial and Investment Reports 14
 - C. Consider approval of budget amendment requests 18
 - D. Consider approval of purchase of operation services for district water and sewer treatment facilities 21
 - E. Consider approval of paving for bus and parent loop at Williams Elementary School 23
 - F. Consider approval of purchase agreement with TASB Energy Cooperative for vehicle fuel 26
 - G. Consider approval of design development for Terry High School and George Junior High School Phase 2 27
 - H. Consider approval of final payment and deductive change order for Terry High School and George Junior High School additions and renovations phase 1 GMP#2 28
 - I. Consider approval of 2022-2023 Student Code of Conduct 31
 - J. Consider approval of capital recovery fee and service agreement for water and sewer at Gray Elementary School and Ag Barn #3 32
 - K. Consider approval of instructional materials recommendations for 6th - 8th grade Science 50
9. **ACTION ITEMS**
 - A. Consider approval of memorandum of understanding (MOU) with KICKSTART KIDS Program 52
 - B. Consider approval of contract for construction of Lamar CISD Police Station 59
 - C. Consider approval of salary increases 61
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D.	Discussion of policy additions, revisions and recommendations	83
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A.	Discussion of amendment #3 to Texas AirSystems contract for additional maintenance on HVAC equipment	84
B.	Discussion of amendment to contract with Joeris General Contractor for the construction of Melton Elementary School (#33) GMP #1	87
C.	Discussion of interlocal cooperation agreement for Collection of Taxes (by the Fort Bend County Tax Assessor-Collector)	88
D.	Discussion of interagency program agreement between Lamar Consolidated Independent School District and the Behavior Treatment and Training Center (BTTC), Texana Center	97
E.	Discussion of resolution proclaiming Hispanic Heritage Month	104
13.	CLOSED SESSION	
A.	Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time _____)	
1.	Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a 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)	106
c.	Employee resignations and retirements (Information)	107
2.	Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property	
a.	Land	
3.	Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.	
a.	Any item listed on the agenda	
b.	Discuss pending, threatened, or potential litigation, including school finance litigation	
c.	Discussion and possible approval of redistricting resolution and public forum dates	112

RECONVENE IN OPEN SESSION

14. ACTION ITEMS

- A. Discussion and possible approval of purchase, exchange, lease or value of real property
- B. Discussion and possible approval of redistricting resolution and public forum dates

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 2nd day of June 2022 at 7:00 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.

Barbara Johnson
Executive Assistant
Office of the Superintendent and the Board of Trustees

Regular Meeting

Be It Remembered

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

Notice of Regular Meeting Held

On this the 17th day of May 2022, 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.

CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

This meeting was duly called to order by the President of the Board of Trustees, Mrs. Joy Williams, at 6:36 p.m.

Members Present:

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

Members Absent:

None

Others Present:

Roosevelt Nivens	Superintendent
Alphonso Bates	Chief Student Services Officer
Sonya Cole-Hamilton	Chief Communications Officer
Jill Ludwig	Chief Financial Officer
Greg Buchanan	Chief Operations Officer
Terri Mossige	Chief Learning Officer
Dallis Warren	Chief of Police

BUSINESS TRANSACTED

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

OPENING OF MEETING

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

RECOGNITIONS/AWARDS

Valedictorians and Salutatorians

Emily Chau, a senior at Lamar Consolidated High School, was recognized by the Board as the valedictorian and Emily Dunn, a senior at Lamar Consolidated High School, was recognized by the Board as the salutatorian.

Juleette Akoma, a senior at Terry High School, was recognized by the Board as the valedictorian and Victoria Saucedo, a senior at Terry High School, was recognized by the Board as the salutatorian.

Miguel Jimenez, a senior at Foster High School, was recognized by the Board as the valedictorian and Abigail Opoku, a senior at Foster High School, was recognized by the Board as the salutatorian.

Michael Tsau, a senior at George Ranch High School, was recognized by the Board as the valedictorian and Mark McCulloch, a senior at George Ranch High School, was recognized by the Board as the salutatorian.

Kaitlan Muras, a senior at Fulshear High School, was recognized by the Board as the valedictorian and Tristan Gabbard, a senior at Fulshear High School, was recognized by the Board as the salutatorian.

MathCon Finalists

Randle High School freshman, Aneesa Jaramillo, Lamar Consolidated High School sophomore, Vanessa Thomas, Terry High School sophomore, Dae-Shon Green, Terry High School junior, Lance Vargas, George Ranch High School senior, Grant Cummings, George Ranch High School senior, Emiliano Jasso and George Ranch High School senior, Anzal Khan were all recognized by the Board as finalists in the 2022 MathCon finals.

Jiaying Song, a sophomore at George Ranch High School, was recognized by the Board for earning a bronze medal in the MathCon Finals and being ranked number seven internationally.

Future Farmers of America

Jade Villa, a junior at Lamar Consolidated High School, was recognized by the Board as the first Mexican American to hold a seat as the President of South West District 3.

Family Career and Community Leaders of America (FCCLA) State Competition

Ali Gaetii and Jason Chen from Reading Junior High School were recognized by the Board for placing 3rd in Food Innovations.

Patrick Bryan and Maria Resendez from Reading Junior High School were recognized by the Board for placing 3rd in Chapter Service Display.

Cameron Chang, Kendyl Rector and Kennedy Runions from Reading Junior High School were recognized by the Board for placing 3rd in Professional Presentation.

Adyson Alvarado and Courtney Mays from Reading Junior High School were recognized by the Board for placing 1st in the Focus on Children event and qualified for Nationals in San Diego in June.

Makenzie Gazaway and Amelia Reue from Reading Junior High School were recognized by the Board for placing 2nd in the Focus on Children event and qualified for Nationals in San Diego in June.

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Alex Hylton from Reading Junior High School was recognized by the Board for placing 2nd in the Teaching and Training event and qualified for Nationals in San Diego in June.

Amarachi Ejim from Reading Junior High School was recognized by the Board for qualifying for Nationals in the event Digital Stories for Change. The event will be in San Diego in June.

Kristi Chambers, Principles of Hospitality & Tourism teacher and FCCLA advisor from Reading Junior High School, was recognized by the Board for receiving the FCCLA Outstanding Advisor Award for Region IV.

Health Occupation Students of America (HOSA) State Competition

From George Ranch High School Layla Salih (Dental Terminology), Noah Montealvo (Medical Innovation), Sarah Pagsanjan (HCI Exam), Faith Ndi (HCI Exam and Medical Spelling), Laiba Iqbal (HCI Exam), Jordan Derry (Clinical Specialty), Ayra Shahzad (Family Medical Physician) and Katherine Ayala (HCI Exam) were recognized by the Board for competing in their various events at the State HOSA competition.

From Foster High School Emembasi Emmanuel, Zaina Alami, Malea Tremaine and Isabella Dees were recognized to the Board for competing in Creative Problem Solving at the State HOSA competition. Ngan Nguyen was recognized by the Board for competing in the Family Medicine Physician event at the State HOSA competition.

Johnathon Salazar from Terry High School was recognized by the Board for qualifying for Nationals in Interviewing Skills. The national event will be in Nashville, Tennessee in June.

Fulshear High School student Sajid Fahmid was recognized by the Board for qualifying for Nationals in Medical Terminology. The national event will be held in June in Nashville, Tennessee.

Technology Students' Association (TSA) State Competition

Bailee Byrd, sophomore from Lamar Consolidated High School, was recognized by the Board for being named the TSA Sergeant at Arms for the state of Texas

From Lamar Consolidated High School Aman Amin (Board Game Design, Tech Bowl and Tech Problem Solving), Craig Cabrera (Scientific Visualization), Emily Chau (System Control), Nathan "Caillou" Dauz (Board Game Design), Emily Dunn (System Control Technology), Manual Galarza (Dragster), Ryan Ganey (Scientific Visualization), Sebastian Ives (System Control and Webmaster), Manuel Martinez (Board Game Design), Rene Martinez (Board Game Design, Scientific Visualization, System Control, Tech Bowl, and Tech Problem Solving), Daniel Mazariegos (Scientific Visualization), Rodney Munoz (Dragster), Francisco Santibanez (Webmaster), Shanay-Abbas Soonasra (Webmaster), Joel Thomas (Webmaster), Aarya Tottempudi (Board Game Design and Tech Bowl) and Evalyn Ybarra (Board Game Design) were recognized by the Board for qualifying to compete at the National TSA competition in Dallas, Texas in June.

From Terry High School Marianne Alvarado (Animatronics and Biotechnology), Andrew Cerde (Biotechnology), Jasmine Dion (Animatronics and Digital Video), Saleen Fallah (Computer Integrated Manufacturing), Giovanna Fuentes (Animatronics and System Control), Octavio Garcia (Computer Integrated Manufacturing), Michelle Garcia (Computer Integrated Manufacturing), David Lerma (Digital Video), Katalina Martinez (Animatronics and Systems Control), Ganiat Ogidan (Biotechnology),⁶Brianna Quimby (Digital Video and Systems

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Control), Paula Ramirez (Biotechnology) and Angelina Rodriguez (Animatronics) were recognized by the Board for qualifying to compete at the National TSA competition in Dallas, Texas in June.

From Foster High School Miguel Jimenez Gomez (Photo Tech), Ramina Rincon (Forensics), Isabella Nguyen (Forensics), Max Barragy (Computer Integrated Manufacturing), Camden Kolb (Computer Integrated Manufacturing), Garrett Sutton (Computer Integrated Manufacturing), Aiden Kampwerth (Computer Integrated Manufacturing), Tiffany To (Computer Integrated Manufacturing) and Jolie Gomez (Computer Integrated Manufacturing) were recognized by the Board for qualifying to compete at the National TSA competition in Dallas, Texas in June.

From Reading Junior High School Muhammad Jaffer (Mechanical Engineering Structures), Elvina Lin (Promotional Marketing), Jay Mital (Mechanical Engineering Structures), Jacob Petmecky (Flight) and Rushil Vyas (Mechanical Engineering) were recognized by the Board for qualifying to compete at the National TSA competition in Dallas, Texas in June.

From George Ranch High School Michael Carlinos (Engineering Design), Quintin Fernandez (Engineering Design), Katelyn Hwang (Engineering Design), Daniel Lafferty (Animatronics), James Lochbichler (Animatronics), Kishen Misra (Software Development), Emma Pitrof (Animatronics), Alexis Prevette (Engineering Design), Jaiying Song (Software Development), Ryan Sorensen (Engineering Design), Kaitlyn Tran (Engineering Design), Adam Vivas (Animatronics), Ryan Welty (Engineering Design) and Afshaal Zubair (Software Development) were recognized by the Board for qualifying to compete at the National TSA competition in Dallas, Texas in June.

From Leaman Junior High School Thomas Muras (CO2 Dragster) was recognized by the Board for qualifying to compete at the National TSA competition in Dallas, Texas in June.

From Fulshear High School Emma Nowotny (Photographic Technologies) was recognized by the Board for qualifying to compete at the National TSA competition in Dallas, Texas in June.

Foster High School Yearbook National Finalists

The 2020-2021 Foster High School Talon Yearbook, "Subject to Change," was recognized by the Board for earning national recognition and awards from the National Scholastic Press Association. Students working on the yearbook staff were junior Whitney Smith and sophomore Sasha Golovine.

Foster High School Club Water Polo State Tournament

The Board recognized Foster High School students Clara McKee (sophomore), Emma Woods, (freshman), Miranda Miller (senior/captain), Annabel Luna (junior), Dalia Kohn (junior), Diadem Anene (freshman), Mena Demafiles (freshman), Suzie Cook (senior), Lola Trujillo (junior/captain), Kinley Niles (freshman), Connie Garcia (freshman), Malea Tremaine (freshman) and Kylie Delira (sophomore) for placing 3rd at the State tournament held at the University of Houston.

INTRODUCTIONS

Mr. Alphonso Bates introduced new staff to the Board:

Dr. Stacie Johnson, Principal Ryon Middle School

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Jumbo, Canine Officer Lamar CISD Police Department

PUBLIC COMMENT

Mr. L. Jay Edenmeyer addressed the Board about teacher support from the District.

BOARD MEMBER REPORTS

Meetings and Events

Mr. Lambert visited several campuses and had positive interactions with teachers.

Mrs. Bronsell attended the Foster Fly Out Parade for graduating seniors.

Mr. Hunt went to Surf’s Up and thanked everyone for what they do for the District.

Mr. Welch went to Long Elementary School for the Amazing Shake event.

Mrs. Danziger went to the Employee Recognition Banquet. She also attended the Youth in Philanthropy luncheon at Constellation Field. She attended Surf’s Up and visited campuses during Teacher Appreciation Week.

Mrs. Williams attended the Volunteer of the Year Luncheon. She also participated in the Superintendent for the Day event. She attended Decision Day at George Ranch High School.

SUPERINTENDENT REPORTS

Meetings and Events

Dr. Nivens spoke about his son graduating from Fulshear High School and being at that event as an administrator and a dad. He also commented on the hard work of the staff and the camaraderie of students.

Information for Immediate Attention

None

ITEMS FOR CONSENT OF APPROVAL:

It was moved by Mrs. Danziger and seconded by Mr. Lambert that the Board of Trustees approve these consent agenda items as presented. The motion carried unanimously.

CONSENT AGENDA

Approval of minutes

April 19, 2022 – Special Board Meeting

Approved minutes.

April 19, 2022 – Regular Board Meeting

Approved minutes.

Consider Ratification of Financial and Investment Reports

Ratified the Financial and Investment Reports.

Consider Approval of Budget Amendment Requests

Approved the Budget Amendment Requests.

Consider Approval of Instructional Materials Allotment and TEKS Certification

Approved the Instructional Materials Allotment and TEKS Certification.

Consider Approval of Instructional Materials Recommendations for Elementary Science and Physical Education

Approved the Instructional Materials Recommendations for Elementary Science and Physical Education.

Consider Ratification of Donations to the District

Ratified the Donations to the District.

Consider Approval of Procurement Method for Bus and Parent Loop at Williams Elementary School

Approved the Procurement Method for Bus and Parent Loop at Williams Elementary School.

Consider Approval of Final Payments and Deductive Change Orders for Morgan Elementary School and Randle High School and Wright Junior High School GMP #2

Approved the Final Payments and Deductive Change Orders for Morgan Elementary School and Randle High School and Wright Junior High School GMP #2.

Consider Approval of Resolution Proclaiming Asian American and Pacific Islander Heritage Month

Approved the Resolution Proclaiming Asian American and Pacific Islander Heritage Month.

Consider Approval of Architect Contracts for Pink Elementary School, Smith Elementary School and Long Elementary School Renovations; Frost Elementary School Renovations; Seguin Early Childhood Center Renovations; Foster High School, Briscoe Junior High School and Wertheimer Middle School Renovations; Dickinson Elementary School and Williams Elementary School Renovations; George Ranch High School and Reading Junior High School Renovations; Lamar Consolidated High School and Lamar Junior High School Additions and Renovations; Wessendorff Middle School Renovations; Navarro Middle School, Ray Elementary School and Meyer Elementary School Renovations; Rosenberg Transportation Renovations; and Travis Elementary School Additions and Renovations

Approved the Architect Contracts for Pink Elementary School, Smith Elementary School and Long Elementary School Renovations; Frost Elementary School Renovations; Seguin Early Childhood Center Renovations; Foster High School, Briscoe Junior High School and Wertheimer Middle School Renovations; Dickinson Elementary School and Williams

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Elementary School Renovations; George Ranch High School and Reading Junior High School Renovations; Lamar Consolidated High School and Lamar Junior High School Additions and Renovations; Wessendorff Middle School Renovations; Navarro Middle School, Ray Elementary School and Meyer Elementary School Renovations; Rosenberg Transportation Renovations; and Travis Elementary School Additions and Renovations.

Consider Approval of Purchase of Cheerleading, Drill, Dance and Color Guard Supplies, Apparel and Equipment

Approved the Purchase of Cheerleading, Drill, Dance and Color Guard Supplies, Apparel and Equipment.

Consider Approval of Purchase of Concession Food and Supplies

Approved the Purchase of Concession Food and Supplies.

Consider Approval of Purchase of Fleet Vehicles

Approved the Purchase of Fleet Vehicles.

Consider Approval of Purchase of Fire Extinguisher and Fire Suppression System Services and Replacement Equipment

Approved the Purchase of Fire Extinguisher and Fire Suppression System Services and Replacement Equipment.

Consider Approval of Allocation of Funds for Advancement Via Individual Determination (AVID) Implementation

Approved the Allocation of Funds for Advancement Via Individual Determination (AVID) Implementation.

ACTION ITEMS

Discussion and possible approval of newly hired teacher incentives

Mr. Bates presented incentives for newly hired teachers in the District.

Mr. Welch asked if the \$500 incentive would be pre- or post-tax and where is the money for the incentive coming from. Mr. Bates stated that the \$500 incentive is before taxes and that the money is coming from ESSER funds.

Mrs. Danziger asked for clarification on the District's definition of newly hired teacher. Mr. Bates clarified what qualified as a newly hired teacher.

Mrs. Danziger also asked if a clause could be included for teachers who did not complete a full year of employment. Mr. Bates said it could.

Mr. Hunt stated the incentive was discussed in the budget committee meeting to remain competitive.

It was moved by Mr. Welch and seconded by Mr. Hubenak that the Board of Trustees approve newly hired teacher incentives.

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Additional discussion included Mr. Hubenak asking how many teaching positions the District needs to fill. Mr. Bates said 256.

Mrs. Danziger asked for the final date that teachers could resign. Mr. Bates said that date is July 8, 2022.

Mrs. Williams asked if the Board needed to decide if the payment was pre- or post-tax and how would that be communicated. Dr. Nivens said Ms. Cole-Hamilton would make sure the information was communicated accurately.

An amendment to the original motion was made by Mr. Welch and seconded by Mrs. Bronsell that the \$500 incentive for newly hired teachers is calculated after taxes. The amendment carried unanimously.

It was moved by Mr. Welch and seconded by Mr. Hubenak that the Board of Trustees approve the amended incentive for newly hired teachers. The motion carried unanimously.

Consider approval of expansion of Community Eligibility Provisions (CEP)

Mr. Buchanan presented information on the expansion of Community Eligibility Provisions (CEP) in Lamar CISD.

It was moved by Mr. Lambert and seconded by Mrs. Danziger that the Board of Trustees approve the expansion of Community Eligibility Provisions (CEP). The motion carried 6–1 with Mr. Welch voting against.

INFORMATION ITEMS

Musical instrument usage fee regulations

Mr. Ram Estrada presented the administrative regulation on musical instrument usage fees.

HGAC Bus Purchase Grant Reimbursement

Mr. Buchanan presented information on bus purchase grant reimbursement.

Mr. Welch asked why older buses must be taken out of commission. Mr. Buchanan stated this is a requirement of the EPA Clean Air Act.

Bond Update

Mr. Buchanan presented the bond update to the Board.

Foster High School Water Well

Mr. Buchanan presented information on the water well at Foster High School.

Mr. Lambert asked if there is a possibility that well #2 could fail also. Mr. Buchanan said that is always a possibility, however, they are proactively researching options to keep it in service.

FUTURE ACTION ITEMS

Discussion of paving for parent loop at Williams Elementary School

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Mr. Buchanan presented information on the parent loop at Williams Elementary School.

Mrs. Williams asked for an explanation on what bond savings means. Mr. Buchanan explained bond savings.

Discussion of 2022-2023 Student Code of Conduct

Dr. Jon Maxwell presented information on the 2022-2023 Student Code of Conduct.

Mrs. Danziger asked if a principal could use their discretion regarding the student code of conduct consequences. Dr Maxwell stated that the code of conduct offered required outcomes for offenses.

Mr. Welch asked why recording a fight is a disciplinary action. Dr Maxwell said it is because it causes major disruption at the campuses.

Mr. Welch asked if the Board is preapproving any future TASB updates. Dr. Maxwell said the District is not expecting any updates from TASB. Dr Nivens clarified TASB Legal updates verses TASB local updates.

Mrs. Williams asked if there are any future consent items that the Board would like to have pulled from the consent agenda. Mr. Welch asked for a presentation on the KICKSTART KIDS program.

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

1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements (Information)
 - d. Deliberate recommendation to terminate probationary and term contracts for good cause pursuant to Texas Government Code Section 551.074
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 8:05 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 9:42 p.m.

Possible action on superintendent of schools¹² evaluation and contract extension

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It was moved by Mrs. Williams and seconded by Mr. Welch that the Board of Trustees approve the proposed extension to the superintendent’s employee contract and evaluation results. The motion carried unanimously.

Possible action to terminate term contracts of teachers for contract abandonment

It was moved by Mrs. Bronsell and seconded by Mrs. Danziger that the Board of Trustees terminate the term contracts of Erin Wehring and Jennifer Flores for contract abandonment pursuant to Texas Education Code Section 21.211, and that the Board find that neither Erin Wehring nor Jennifer Flores had good cause for abandoning their contracts. The motion carried unanimously.

It was moved by Mrs. Bronsell and seconded by Mrs. Danziger that the Board of Trustees terminate the probationary contract of Amanda Graham for contract abandonment pursuant to Texas Education Code Section 21.104, and that the Board finds that Amanda Graham did not have good cause for abandoning her contract. The motion carried unanimously.

Election of Board Officers

Mrs. Danziger nominated Mr. Hunt for Board Officer President. Mrs. Bronsell seconded the nomination. The nomination succeeded 6–1 with Mr. Welch voting against.

Mr. Hunt nominated Mrs. Williams for Board Officer Vice President. Mr. Lambert seconded the nomination. The nomination succeeded 7–0.

Mr. Hubenak nominated Mr. Lambert for Board Officer Secretary. The nomination succeeded 7–0.

Consider authorization to use facsimile plates

It was moved by Mr. Welch and seconded by Mr. Hubenak that the Board of Trustees authorize using facsimile plates. The motion carried unanimously.

FUTURE AGENDA ITEMS

Library Book Selection Policy

UPCOMING MEETINGS AND EVENTS

Graduations

ADJOURNMENT

The meeting adjourned at 9:52 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Alex Hunt
President of the Board of Trustees

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Zach Lambert
Secretary of the Board of Trustees

CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS

RECOMMENDATION:

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

PROGRAM DESCRIPTION:

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

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

- Ratification of May 31, 2022 Disbursements, all funds
 - List of disbursements for the month by type of expenditure
- Financial Reports
 - Year-to-Date Cash Receipts and Expenditures, General Fund only
 - Investment Report

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

SCHEDULE OF MAY 2022 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 \$41,457,187 and are shown below by category.

			April 2022
			For Reference
<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>	<u>Only</u>
611/612	Salaries and Wages, All Personnel	23,596,290	22,861,056
614	Employee Benefits	1,272,488	1,237,573
621	Professional Services	43,648	68,004
623	Education Services Center	2,505	38,594
624	Contracted Maintenance and Repair Services	596,850	581,335
625	Utilities	786,751	879,555
626	Rentals and Operating Leases	437,737	40,152
629	Miscellaneous Contracted Services	1,081,179	846,428
631	Supplies and Materials for Maintenance and Operations	489,352	512,733
632	Textbooks and Other Reading Materials	82,329	268,017
633	Testing Materials	18,596	86,730
634	Food Service	1,333,987	1,100,128
639	General Supplies and Materials	2,872,288	1,764,151
641	Travel and Subsistence -- Employee and Student	157,408	130,235
642	Insurance and Bonding Costs	-	1,626
649	Miscellaneous Operating Costs/Fees and Dues	65,870	69,787
659	Other Debt Services Fees	-	6,250
661	Land Purchase and/or Improvements	11	133,048
662	Building Purchase, Construction, and/or Improvements	7,001,741	6,015,598
663	Furniture & Equipment - \$5,000 or more per unit cost	1,608,495	1,077,683
217	Operating Transfers, Loans and Reimbursements	6,434	1,222
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	3,228	3,079
Total		41,457,187	37,722,984

PROGRAM DESCRIPTION:

The report above represents all expenditures made during the month of May 2022. 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, 2022**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	186,174,541.00	182,517,182.00	(3,657,359.00)	98.0%
5800-STATE PROGRAM REVENUES	185,811,382.00	105,079,949.00	(80,731,433.00)	56.6%
5900-FEDERAL PROGRAM REVENUES	3,925,000.00	5,396,256.00	1,471,256.00	137.5%
TOTAL- REVENUES	375,910,923.00	292,993,387.00	(82,917,536.00)	77.9%
EXPENDITURES				
6100-PAYROLL COSTS	317,154,890.00	225,964,818.00	91,190,072.00	71.2%
6200-PROFESSIONAL/CONTRACTED SVCS.	34,622,384.00	18,796,214.00	15,826,170.00	54.3%
6300-SUPPLIES AND MATERIALS	22,486,912.00	11,053,297.00	11,433,615.00	49.2%
6400-OTHER OPERATING EXPENDITURES	7,129,948.00	4,256,623.00	2,873,325.00	59.7%
6600-CAPITAL OUTLAY	4,371,392.00	1,553,944.00	2,817,448.00	35.5%
TOTAL-EXPENDITURES	385,765,526.00	261,624,896.00	124,140,630.00	67.8%

Local Investment Pools
as of May 31, 2022

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	8,599,340.90	0.00	500,000.00	4,307.56	8,103,648.46
General Account	94,515,058.54	0.00	20,379,351.51	43,391.13	74,179,098.16
Health Insurance	2,511,690.84	2,087,684.84	1,300,000.00	2,067.04	3,301,442.72
Workmen's Comp	63,612.98	41,666.67	65,000.00	26.35	40,306.00
Property Tax	23,416,237.31	937,767.70	0.00	12,656.15	24,366,661.16
Vending Contract Sponsor	304,745.45	0.00	0.00	161.21	304,906.66
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Capital Projects Series 2005	1,066,935.88	0.00	0.00	564.37	1,067,500.25
Student Activity Funds	35,099.51	0.00	0.00	18.57	35,118.08
Taylor Ray Donation Account	54.72	0.00	0.00	0.00	54.72
Capital Projects Series 2007	119,394.69	0.00	0.00	63.16	119,457.85
Common Threads Donation	56,440.61	0.00	0.00	29.83	56,470.44
Debt Service 2012A	2,991,176.77	0.00	0.00	1,582.20	2,992,758.97
Debt Service 2012B	63.20	0.00	0.00	0.00	63.20
Debt Service 2014A	623.52	0.00	0.00	0.31	623.83
Debt Service 2014B	250,978.18	0.00	0.00	132.71	251,110.89
Debt Service 2013	24.64	0.00	0.00	0.00	24.64
Debt Service 2013A	1,964.38	0.00	0.00	1.08	1,965.46
Debt Service 2015	1,288,366.99	0.00	0.00	681.45	1,289,048.44
Debt Service 2016A	1,621,609.32	0.00	0.00	857.70	1,622,467.02
Debt Service 2016B	10.43	0.00	0.00	0.00	10.43
Debt Service 2017	1,007,261.32	0.00	0.00	532.79	1,007,794.11
Capital Projects 2017	1.00	0.00	0.00	0.00	1.00
Debt Service 2018	4,388,660.05	0.00	0.00	2,321.35	4,390,981.40
Capital Projects 2018	2,046.52	0.00	0.00	1.14	2,047.66
Capital Projects 2019	14,896.03	0.00	14,896.72	0.69	0.00
Debt Service 2019	6,259,798.19	0.00	0.00	3,311.06	6,263,109.25
Debt Service Capitalized Interest 2019	27,040.64	0.00	0.00	14.29	27,054.93
Debt Service 2020	1,006,978.48	0.00	0.00	532.62	1,007,511.10
Debt Service 2021	2,337,487.19	0.00	0.00	1,236.43	2,338,723.62
Debt Service Capitalized Interest 2021	5,018,215.51	0.00	0.00	2,654.36	5,020,869.87
Capital Projects 2021	76,194,045.45	0.00	7,006,739.91	35,823.30	69,226,128.84
Capital Projects 2022	145,012,693.05	0.00	0.00	76,703.04	145,089,396.09
Debt Service 2022	17,460.34	0.00	0.00	9.24	17,469.58
Debt Service Capitalized Interest 2022	13,001,138.75	0.00	0.00	6,876.84	13,008,015.59
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	90,789.77	0.00	0.00	44.43	90,834.20
Workers' Comp	299,097.13	0.00	0.00	146.37	299,243.50
Property Tax Fund	34,072.53	0.00	0.00	16.67	34,089.20
General Fund	2,924,571.77	0.00	0.00	1,431.18	2,926,002.95
Food Service Fund	45,847.57	0.00	0.00	22.44	45,870.01
Debt Service Series 1996	324.96	0.00	0.00	0.16	325.12
Capital Project Series 1998	742.28	0.00	0.00	0.36	742.64
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	406.92	0.00	0.00	0.20	407.12
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	0.01	18.03
Capital Projects 2015	53.99	0.00	0.00	0.03	54.02
Debt Service Series 2015	382.57	0.00	0.00	0.19	382.76
Capital Projects 2017	0.12	0.00	0.00	0.00	0.12
Capital Projects 2018	7,314,137.89	0.00	108,559.83	3,554.55	7,209,132.61
Debt Service Series 2018	10.73	0.00	0.01	0.01	10.74
Capital Projects 2019	4,099,366.11	0.00	3,283,628.01	1,304.42	817,042.52
Capital Projects 2021	10,288,556.73	0.00	0.00	5,034.85	10,293,591.58
Capital Projects 2022	115,008,421.72	0.00	0.00	56,281.05	115,064,702.77
MBIA Texas CLASS Fund					
General Account	16,511,482.65	0.00	0.00	11,404.38	16,522,887.03
Capital Project Series 1998	972.92	0.00	0.00	0.62	973.54
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	2,044,932.67	0.00	0.00	1,412.43	2,046,345.10
Debt Service 2015	834.33	0.00	0.00	0.56	834.89
Capital Projects 2017	9,763,713.64	0.00	397,618.22	4,320.06	9,370,415.48
Capital Projects 2019	7,935,068.05	0.00	15,025.25	5,473.72	7,925,516.52
Capital Projects 2021	6,070,459.10	0.00	0.00	4,192.84	6,074,651.94
TEXSTAR					
Capital Projects Series 2007	786.49	0.00	0.00	0.44	786.93
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	137.94	0.00	0.00	0.04	137.98
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	4,864.21	0.00	0.00	2.70	4,866.91
Capital Projects 2014B	2.65	0.00	0.00	0.00	2.65
Debt Service 2015	2,660.01	0.00	0.00	1.47	2,661.48
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	20,208,270.87	0.00	0.00	11,085.38	20,219,356.25
Debt Service 2018	1.65	0.00	0.00	0.00	1.65
Debt Service 2019	505,793.47	0.00	0.00	277.48	506,070.95
Capital Projects 2019	32,024,938.26	0.00	0.00	17,567.50	32,042,505.76
Capital Projects 2021	24,010,521.46	0.00	0.00	13,171.16	24,023,692.62
Capital Projects 2022	116,822,004.01	0.00	0.00	64,083.74	116,886,087.75
Texas Range Fund					
Capital Projects Series 2007	1,067,640.62	0.00	0.00	619.20	1,068,259.82
Capital Projects Series 2008	149.52	0.00	0.00	0.09	149.61
Capital Projects Series 2012A	0.21	0.00	0.00	0.00	0.21
Capital Projects Series 2014A	111,985.62	0.00	0.00	64.95	112,050.57
Capital Projects Series 2014B	500,446.93	0.00	0.00	290.24	500,737.17
Debt Service 2015	115.02	0.00	0.00	0.07	115.09
Capital Projects 2015	3,344,638.43	0.00	0.00	1,939.78	3,346,578.21
Capital Projects 2017	41.85	0.00	0.00	0.02	41.87
Capital Projects 2018	7.15	0.00	0.00	0.00	7.15
Debt Service 2018	1.48	0.00	0.00	0.00	1.48
Capital Projects 2019	15,154,881.00	0.00	0.00	8,789.34	15,163,670.34
Capital Projects 2021	94,119,162.38	0.00	0.00	54,586.07	94,173,748.45
Capital Projects 2022	50,004,355.93	0.00	0.00	29,000.99	50,033,356.92

<u>ACCOUNT TYPE</u>	<u>AVG. RATE OF RETURN</u>	<u>CURRENT MONTH EARNINGS</u>
TEXPOOL ACCOUNT INTEREST	0.30	\$199,557.97
LONE STAR ACCOUNT INTEREST	0.58	\$67,836.92
MBIA TEXAS CLASS ACCOUNT INTEREST	0.81	\$26,804.61
TEXSTAR ACCOUNT INTEREST	0.65	\$106,189.91
TEXAS RANGE ACCOUNT INTEREST	0.68	\$95,240.75
TOTAL CURRENT MONTH EARNINGS		\$495,680.16
EARNINGS 9-01-21 THRU 4-30-22		\$304,755.78
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$800,435.94

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

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

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

Hutchison Elementary is requesting a budget change to purchase instructional materials.

199-13	Curriculum & Staff Development	(3,700.00)
199-11	Instruction	3,700.00

George Junior High is requesting a budget change to pay for building modifications which include a pass-through slide window from reception to police office and a key lock in the new walkway by the science hall.

199-11	Instruction	(3,404.00)
199-51	Facilities Maintenance and Operations	3,404.00

The Student Services Department is requesting a budget change to pay professional development training for the Family Support Specialists during the summer.

199-31	Guidance, Counseling, & Evaluation Svc	(2,567.00)
199-32	Social Work Services	2,567.00

The Teaching and Learning Department is requesting two budget changes:

The first budget amendment is to purchase social studies Jarrett books for Junior High campuses and ALC.

199-21	Instructional Leadership	(6,830.00)
199-11	Instruction	6,830.00

The second budget amendment is to purchase calculators to support District growth.

199-36	Extracurricular Activities	(10,412.00)
199-11	Instruction	10,412.00

The Special Education Department is requesting two budget changes:

The first budget change is to purchase a work-based learning curriculum for all six high school special education programs. The curriculum is needed to provide consistency across campuses. Teachers will be trained on the materials this summer prior to the start of school.

199-21	Instructional Leadership	(52,105.00)
199-11	Instruction	52,105.00

The second budget change is to use funds from Special Olympics budgets to provide additional teachers for the summer Dyslexia Program and provide additional Dyslexia reading materials. The annual Special Olympics meet was not held this year.

199-36	Extra-curricular Activities	(23,165.00)
199-11	Instruction	23,165.00

The Digital Learning Department is requesting two budget changes:

The first budget amendment is to purchase furniture and technology for new Digital Learning staff.

199-53	Data Processing Services	(12,075.00)
199-11	Instruction	12,075.00

The second budget amendment is to purchase District eBook collections.

199-13	Curriculum Dev. & Instructional Staff Dev.	(9,491.00)
199-21	Instructional Leadership	(6,282.00)
199-12	Instr. Resources and Media Services	15,773.00

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

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

RFP #25-2022SE requested prices for an annual contract for operation services for District water and sewer treatment facilities and cleaning of District grease traps. This proposal covers water wells, chlorination equipment, storage and pressurization equipment, lift stations and wastewater treatment.

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

This proposal will be awarded as an annual contract with automatic renewals for four (4) additional one-year periods provided that the District and the approved vendor are in mutual agreement.

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

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**RFP #25-2022SE Operation Services
for District Water & Sewer Treatment Facilities**

Vendors	Purchase Price Criteria 1 max 20pts	Reputation of Service Criteria 2 max 15pts	Statement of Qualifications Criteria 3 max 10pts	Extent to meet needs Criteria 4 max 30pts	Past Relation Criteria 5 max 5pts	Long term Cost Criteria 6 max 10pts	Principal place of business Criteria 7 max 0pts	Staff & Insurance Criteria 8 max 10pts	TOTAL POINTS
Si Environmental	20	15	9	27	4	8	0	10	93
USW Utility Group	18	15	7	24	1	7	0	10	82

**CONSIDER APPROVAL OF PAVING FOR THE BUS AND PARENT LOOP AT
WILLIAMS ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Sterling Structures, Inc as the Job Order Contactor (JOC) for the installation of the bus and parent loop at Williams Elementary School in the amount of \$370,476 plus \$30,000 to address any unknown conditions that occur during the construction project and authorize the Superintendent or designee to execute the agreement.

IMPACT/RATIONALE:

The bus and parent loop installation at Williams Elementary School is a project that will redirect the parent pick up and drop off and reduce stacking onto FM 762. This project will be awarded through the Job Order Contract (JOC) #21/039MR-13 with The Choice Partners Cooperative. Funds will be from 2017 available Bond funds.

PROGRAM DESCRIPTION:

Upon approval, Sterling Structures, Inc. will begin construction on the bus and parent loop at Williams Elementary.

Submitted By: Greg Buchanan, Chief Operations Officer
Kevin McKeever, Bond Program Office Director

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



True to plan.

Project:	Lamar CISD Williams ES Parent Drop Off Budget Estimate	Proposal Amount Breakdown By Division
Location:	Rosenberg, Texas	
Bid Date:	Friday, May 6, 2022	
Estimated By:	Jay/Mike/Prasad	
Division	Description	Current Amount
1	General Conditions, Bonds, Insurance, Fees	59,523
!A	Allowances - Detention Pond	50,000
1B	Allowances - Storm Drainage	50,000
2	Site Demolition	2,893
3	Concrete	122,169
7	Joint Sealant	3,235
31	Earthwork, SWPPP	61,575
32	Striping, Fencing, Hydromulch	21,081
Total		370,476

Sterling Structures, Inc.

Contract Category: Construction-JOC (JOC-IDIQ)

Contract Number: 21/039MR-13

Contract Terms:

Initial Award Date: July 21, 2021

Current Expiration Date: July 20, 2022

Renewals Remaining: 3

CP Contract Manager:

Michael Robles

Michael@choicepartners.org

713-316-4254

Contract Partner: Sterling Structures, Inc.



Contract Partner Web Site:

<http://www.sterlingstructures.com>

Approved Market Area:

**DISCUSSION AND POSSIBLE APPROVAL OF PURCHASE AGREEMENT WITH
TASB ENERGY COOPERATIVE FOR VEHICLE FUEL**

RECOMMENDATION:

That the Board of Trustees approve the purchase agreement for TASB Energy Cooperative Member Purchasers Fixed-Rate Transportation Fuel Program and authorize the Superintendent or designee to negotiate and execute the Purchase Agreement.

IMPACT/RATIONALE:

Lamar CISD entered into an interlocal participation agreement with the TASB Energy Cooperative in April 2014, which allows the District to purchase fuel through the cooperative at a fixed rate. The agreement has been subsequently renewed through August 31, 2022. The new purchase agreement will start on September 1, 2022, and expire on August 31, 2023. The District will be able to purchase gasoline for ~\$3.0736/gallon and diesel for ~\$3.3673/gallon. Prices will be established upon execution of the agreement. Under this agreement, the District guarantees to purchase 75,000 gallons of gasoline and 350,000 gallons of diesel fuel. This represents approximately 85% of the average combined fuel purchases per year, allowing the District to purchase outside of this agreement should prices fall below the established pricing.

PROGRAM DESCRIPTION:

Upon approval, Lamar CISD will purchase an estimated 85% of the annual fuel purchases through the TASB Energy Cooperative. This will allow the District to control budgets and expenditures if the price of fuel increases over the term of the agreement.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR THE TERRY HIGH SCHOOL AND GEORGE JUNIOR HIGH SCHOOL PHASE II RENOVATIONS

RECOMMENDATION:

That the Board of Trustees approve the design development for Terry High School and George Junior High School Phase II Renovations as presented.

IMPACT/RATIONALE:

VLK Architects is the architect of record for the design development for the Terry High School and George Junior High School Phase II Renovations. The design development booklets are provided in a separate attachment.

PROGRAM DESCRIPTION:

On November 3, 2020, Lamar CISD passed a bond issue that included the Terry High School and George Junior High School Phase II Renovations. Upon approval of the design development, VLK Architects will proceed to develop the construction documents for bid.

Submitted By: Greg Buchanan, Chief Operations Officer
Kevin McKeever, Bond Program Office Director

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**CONSIDER APPROVAL OF FINAL DEDUCTIVE CHANGE ORDER AND FINAL
PAYMENT FOR THE TERRY HIGH SCHOOL AND GEORGE JUNIOR HIGH
SCHOOL RENOVATIONS PHASE 1 GMP #2**

RECOMMENDATION:

That the Board of Trustees approve the deductive change order in the amount of \$128,641.00 and a final payment of \$108,178.60 to Drymalla Construction for the construction of the Terry High School and George Junior School renovations phase 1 GMP #2 and authorize the Superintendent or designee to sign the Change Order.

IMPACT/RATIONALE:

Drymalla Construction was the contractor for the construction of Terry High School and George Junior School renovations Phase 1 GMP #2. Substantial completion was achieved on August 6, 2021. Funding is from the 2017 Bond funds.

PROGRAM DESCRIPTION:

Drymalla Construction will be paid 100 percent for the construction of Terry High School and George Junior School renovations phase 1 GMP #2.

Submitted By: Greg Buchanan, Chief Operations Officer
Kevin McKeever, Bond Program Office Director

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



AIA Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*
Terry High School and George Junior
High School Additions and Renovations
5500 Ave N, Rosenberg, TX 77471

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

CONTRACT INFORMATION:
Contract For: Lamar CISD Additions and
Renovations GMP 3 LCISD RFP Number
03-2020RG
Date: August 20, 2020

ARCHITECT: *(Name and address)*
VLK Architects, Inc.
2821 West 7th Street, Suite 300
Fort Worth, Texas 76107

CHANGE ORDER INFORMATION:
Change Order Number: 001
Date: 05/19/2022

CONTRACTOR: *(Name and address)*
Drymalla Construction Company, Inc
608 Harbert Street
Columbus, TX 78934

THE CONTRACT IS CHANGED AS FOLLOWS:

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

The original Contract Sum was	\$ 10,715,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 10,715,000.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 128,641.00
The new Contract Sum including this Change Order will be	\$ 10,586,359.00

The Contract Time will be increased by Six (6) days.
The new date of Substantial Completion will be August 6, 2021

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

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

VLK Architects, Inc.

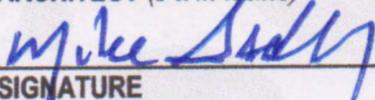
Drymalla Construction Company, Inc

Lamar Consolidated Independent School
District

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*


SIGNATURE


SIGNATURE

SIGNATURE

Mike Sadler Construction Administrator
PRINTED NAME AND TITLE

Matt Morris, Project Manager
PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

May 19, 2022
DATE

May 20, 2022
DATE

DATE

TO OWNER:
Lamar CISD
 3911 Avenue I
 Rosenberg, TX 77471

PROJECT: Lamar CISD
 Terry HS & George JH
 Additions & Renovations

APPLICATION NO: 16

PERIOD TO: 05/20/22

FROM CONTRACTOR:
 Drymalla Construction Company
 608 Harbert St.
 Columbus, Texas 78934

VIA ARCHITECT: VLK Architects
 20445 State Hwy 249
 Suite 350
 Houston, Texas 77070

PROJECT NOS: 1995.00

CONTRACT FOR: GMP #3 Terry HS Bleacher Seat Replacement & Pavement Repairs/Replacement CONTRACT DATE: 03/23/20

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ARCHITECT
<input checked="" type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

CONTRACTOR'S APPLICATION FOR PAYMENT

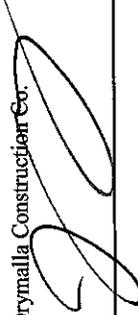
Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

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

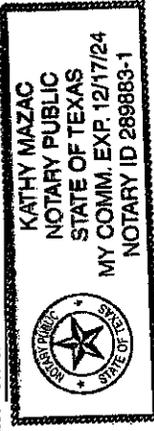
- ORIGINAL CONTRACT SUM \$ 10,715,000.00
- Net change by Change Orders \$ (128,641.00)
- CONTRACT SUM TO DATE (Line 1 ± 2) \$ 10,586,359.00
- TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 10,586,359.00

- RETAINAGE:
 - % of Completed Work \$
 - % of Stored Material \$
 Total Retainage (Lines 5a + 5b or Total in Column I of G703) \$ 0.00

- TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) \$ 10,586,359.00
- LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 10,478,180.40
- CURRENT PAYMENT DUE \$ 108,178.60
- BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ 0.00

CONTRACTOR: Drymalla Construction Co.
 By: 

Date: 5/20/22
 State of: Texas
 County of: Colorado
 Subscribed and sworn to before me this 20th day of May 2022
 Notary Public: *Kathy Mazac*
 My Commission expires: 12/17/24



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 108,178.60

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT: VLK Architects

By:  **Date:** 5/20/22

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

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$0.00	\$128,641.00
TOTALS		\$128,641.00
NET CHANGES by Change Order	(\$128,641.00)	

CONSIDER APPROVAL OF THE 2022-2023 STUDENT CODE OF CONDUCT

RECOMMENDATION:

That the Board of Trustees approve the 2022-2023 Student Code of Conduct.

IMPACT/RATIONALE:

The Student Code of Conduct is published on the District's webpage and provides guidance on numerous policies and procedures. The goal of the Code of Conduct is to provide clear expectations resulting in improved communication and understanding between parents and campuses throughout the District.

PROGRAM DESCRIPTION:

The Student Code of Conduct is a publication that is produced for elementary and secondary school students and parents. It covers important topics including student conduct and problem resolution steps. The Code of Conduct is updated yearly to include new administrative operating procedures and legislative updates. The proposed 2022-2023 Student Handbook with changes, additions, and deletions will be provided separately.

Submitted by: Alphonso Bates, Chief Student Services Officer
Dr. Jon Maxwell, Executive Director of Student Programs
Randall Donnell, Administrator of Student Discipline

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

CONSIDER APPROVAL OF CAPITAL RECOVERY FEE AND SERVICE AGREEMENT FOR WATER AND SEWER AT ADRIANE GRAY ELEMENTARY SCHOOL AND AGRICULTURAL FACILITY #3

RECOMMENDATION:

That the Board of Trustees approve the Service Agreement and Capital Recovery Fees to Fort Bend County Municipal Utility District (MUD) #162 for the new Gray Elementary School and Agricultural Facility #3 in the amount of \$777,890.00 and authorize the Superintendent or designee to execute the agreement.

IMPACT/RATIONALE:

Fort Bend County MUD #162 will provide water and wastewater service to the two facilities. The Capital recovery fee of \$777,890.00 is calculated as a pro-rata share of the MUD district's actual cost of the facilities necessary to provide water and wastewater service to the complex.

PROGRAM DESCRIPTION:

Upon approval of this agreement, Fort Bend County MUD #162 will provide service to Gray Elementary School and Agricultural Facility #3.

Submitted by: Greg Buchanan, Chief Operations Officer
J. Kevin McKeever, Bond Program Office Director

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

SERVICE AGREEMENT

This **SERVICE AGREEMENT** (this "Agreement") is entered into as of _____, 2022, between **FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 162**, a conservation and reclamation district and a body politic and a political subdivision of the State of Texas, created under the authority of Article XVI, Section 59 of the Texas Constitution and operating under and governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended (the "District"), and **LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT** (the "User" or "LCISD").

RECITALS

User owns an approximately 28-acre tract of land, as more particularly described in **Exhibit A** attached hereto, that is located inside the boundaries of the District (the "Tract"). User is anticipated to construct educational facilities on the Tract. User has requested the District to provide various services to the Tract. The District is willing to provide such services on the terms and conditions set forth in this Agreement.

AGREEMENT

For and in consideration of the mutual promises, obligations, and benefits herein set forth, the District and User hereby contract and agree as follows:

Section 1: Definitions

"City" means the City of Rosenberg, Texas.

"District Engineer" means Odyssey Engineering Group, or such other consulting engineer as the District may engage from time to time.

"District Operator" means Si Environmental, LLC, or such other operating services company as the District may engage from time to time.

"Facilities" means the internal water lines, wastewater lines, drainage, detention or other facilities constructed and owned by User for the sole purpose of serving development within the Tract.

"Points of Interconnect" means the points at which the Facilities connect to the District's water distribution and wastewater collection systems, as more fully shown on **Exhibit B**.

"Rate Order" means the District's Rate Order, as such may be amended from time to time in the discretion of the District's Board of Directors.

“Service Amount” means the amount defined in **Section 2**.

“Tract” means the approximately 28 acre tract of land owned by User, as more particularly described in **Exhibit A** attached hereto, that is located inside the boundaries of the District, and all improvements now or hereafter situated thereon.

Section 2: Service. The District shall provide potable water supply and wastewater treatment service in the amount of 27 equivalent single family residential connections to the Tract (such amount of utility service herein being collectively called the “Service Amount”), which User has represented is sufficient to serve the Tract. Except as may be agreed by the parties, the District will provide no more than the Service Amount to the Tract and the Service Amount is only for use by User to serve the Tract for the land use indicated above. Any water or wastewater service to the Tract in excess of the Service Amount may result in a surcharge or require the payment of additional capital recovery fee, as determined by the District’s Board of Directors, in its sole discretion. The District will provide water and sewer service to the Tract to the same extent as provided other customers of the District, but shall not be obligated to supply service in such amounts or under such circumstances as would impair the District’s ability to serve other customers within the District or as would contaminate the District’s water or wastewater system. The District cannot and does not guarantee uninterrupted service. User agrees to pay the District its pro rata share of the costs of the District’s water and wastewater facilities, as calculated and determined by the District (the “Pro Rata Share”), and such payment shall be made to the District prior to LCISD’s connection to any of such facilities. The Pro Rata Share is further detailed on **Exhibit C**.

LCISD requires drainage and detention capacity to serve the Tract. Accordingly, the District will provide, or has provided, public drainage or detention facilities, or services, to serve the Tract. LCISD shall be responsible for providing any and all private drainage and detention facilities necessary to serve the Tract To the extent LCISD intends to utilize the District’s drainage and detention facilities (the “Drainage Facilities”), LCISD agrees to pay the District its Pro Rata Share of the costs of such Drainage Facilities, as calculated and determined by the District, and such payment shall be made to the District prior to LCISD’s connection to any of such Drainage Facilities. The Pro Rata Share is further detailed on **Exhibit C**, and is calculated pursuant to Section 49.212 of the Texas Water Code.

Water and sewer service shall not be provided to the Tract until the Pro Rata Share and all other costs as described herein are paid in full.

Section 3: Locations and Design of Connections. Water service shall be provided by the District to User at the water Point of Interconnect in accordance with plans approved by the District Engineer and inspected by the District Operator, at which

point title to water shall pass to User. Wastewater service shall be provided by the District to User at the wastewater Point of Interconnect, and flow restricted to 12 gallons per minute, in accordance with plans approved by the District Engineer and inspected by the District Operator.

User shall be responsible for the design and construction of the lines, valves and any other Facilities (including restoration of any damages to property or landscaping in connection therewith) required to provide water and wastewater service from the Tract to the Points of Interconnect, such Facilities to be designed by a registered, professional engineer. References to design or construction of the Facilities are intended to refer to any repair, alteration, replacement, or other change to existing or future Facilities. User shall pay all costs relating to design and construction of the Facilities. Any of the Facilities required to be constructed outside of the Tract shall be placed in easements or public rights of way and shall include appropriate requirements of the City at the Points of Interconnect.

A water meter and meter vault shall be installed by User at the location determined by the District Engineer. The type of meter and location shall be approved by the District Engineer and District Operator. User agrees to grant the District a water meter easement, in a form approved by the District, at no cost to the District.

Section 4: Construction of the Facilities. Any actual connection of the Facilities to the District's water and wastewater system must be made only by the District Operator. No other parties, other than User, shall be allowed to tie into the Point of Interconnect. Prior to commencing construction of any new Facilities or repair, alteration, replacement or other change to existing Facilities, User must obtain written approval of the plans for the Facilities from the District Engineer, as well as any other regulatory authorities with jurisdiction. User shall pay all costs of design and construction of any existing or future Facilities, including permits, inspections, and rights of way, without reimbursement from the District.

Section 5: Construction of District Facilities. The District has constructed, or will construct, facilities necessary to extend the District's water and wastewater system to the Points of Interconnect and public facilities necessary to provide drainage and detention for the Tract (the "District Facilities"), as determined and in the location set forth, by the District Engineer, subject to approval of the District Facilities by applicable governmental entities with jurisdiction. Provided, however, User shall be responsible for such costs and expense, including but not limited to engineering fees, surveying fees and construction costs ("Construction Costs").

Section 6: Operation and Maintenance Responsibility. User will perform all reasonably required operations, maintenance, and repair of the Facilities at its cost. Facilities shall be kept in good repair and operating condition by User. The District shall

have the right, but not the obligation, to repair the Facilities, and bill User for such repair, if the Facilities need repair and User does not repair them in a reasonable time after notice from the District. Any amounts due under this section shall be paid within 30 days of the date of the District's invoice therefor and unpaid amounts shall bear interest from the date of delinquency at the rate of ten percent per annum until paid.

Section 7: Platting. Prior to the provision of permanent water or sewer service hereunder, User shall provide evidence that the Tract has been platted in accordance with the City's subdivision or other ordinances or shall provide a statement from the City that such land is legally exempt from the platting process.

Section 8: Connections. All connections to the District's system shall be made by the District Operator, at User's expense, in compliance with the District's rules and regulations (including but not limited to the District's Rate Order), as well as with all applicable federal, state, and local rules and regulations. Construction of any improvement on the Tract and connection of the improvement to the Facilities shall be subject in all regards to District rules and regulations, and User shall pay the fees, charges, and rates required by the District's rules and regulations for in-District customers, as such rules and regulations may be amended from time to time in the sole discretion of the District's Board of Directors.

Section 9: Measurement of Water Delivered. The District shall be responsible for maintaining the meter at the water Point of Interconnect and for installing and maintaining any replacement meter(s), at its expense. The District Operator shall read the meter at least once a month to determine the amount of water delivered by the District to the meter and shall report such amounts to the District.

Section 10: Billing and Payment. Prior to the connection to the District system, the User shall pay its pro rata share of the District's facilities necessary to provide service to User, including but not limited to \$777,890 for the User's Pro Rat Share, as calculated by the District's engineer and further shown on **Exhibit C**.

The District Operator shall bill User for tap fees, inspection fees, builder deposit, and security deposit in accordance with the Rate Order, and thereafter monthly for water and sewer service provided to the Tract. User shall pay the same rates, fees and charges for water and sewer service that would be charged to Non-Taxable Users or other users of Improved tax-exempt property located within the boundaries of the District under the Rate Order, including but not limited to all fees charged or imposed by the District on the same basis as other customers of the District. Any other fees, charges, or costs that would be due from User under the terms of the District's rules and regulations governing the provision of water and sewer service to Non-Taxable Users or other users of Improved tax-exempt property within the boundaries of the District shall be due from User. Any delinquency in amounts due to the District shall be subject to the same penalty, deposit,

fees, and/or interest to which a delinquent account located within the District would be subject, including termination of service to the account in accordance with the provisions set forth in the Rate Order.

Section 12: Capacity. Any capacity not needed for the Tract following its development, as determined by the District's Board of Directors, shall automatically revert to the District.

Section 13: Term. Once service to the Tract is provided by the District, the District's Rate Order shall control the rights and obligations of the parties with regards to the provision of service to the Tract, and shall extend for so long as the Tract is subject to the Rate Order.

Section 14: Condition of the District's Obligation. The District's obligation to deliver services as provided herein shall be subject to all present and future laws, orders, rules, and regulations of the United States of America, the State of Texas, and any regulatory body having or acquiring jurisdiction, including the City. More specifically, the District's obligations contained herein are subject to those conditions of that certain Water Supply and Wastewater Services Agreement between the City and the District dated June 7, 2005, as amended. In addition, the District reserves the right to amend its Rate Order at any time, and the obligations of User to comply therewith, or to make payments thereunder, shall not be conditioned upon notification of any such changes; provided that the District will maintain a current copy of the Rate Order in its files and will make it available for inspection to User at any reasonable time; provided further that, as long as this Agreement is in effect and User is in compliance with the terms and conditions provided herein, the District will not modify the Rate Order in a manner that discriminates against or treats User differently that similarly situated users within the District's boundaries. This Agreement is expressly subject to that certain

Section 15: Addresses and Notice. All notices given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; or by delivering the same in person to such party. Notice given by mail shall be effective upon deposit in the United States mail. Notice given in any other manner shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the parties shall be as follows:

If to User:

Lamar Consolidated Independent School District ("LCISD")
c/o Mr. Kevin McKeever
3911 Avenue I
Rosenberg, TX 77471

mckeever@lcisd.org

If to District:

Fort Bend County Municipal Utility District No. 162
c/o Allen Boone Humphries LLP
Attn: Harry H. Thompson
3200 Southwest Freeway, Suite 2600
Houston, Texas 77027
hthompson@abhr.com

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address in the State of Texas by at least 15 days prior written notice to the other District.

Section 16: No Additional Waiver Implied. No waiver or waivers of any breach or default by either party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other party of any duty or obligation hereunder, shall be deemed a waiver thereof in the future; nor shall any such waiver or waivers be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstances.

Section 17: Modification. This Agreement shall be subject to change or modifications at any time, but only with the mutual written consent of the parties.

Section 18: Assignability. This Agreement shall be binding upon and inure to the benefit of the parties and shall not be assignable by either party without the written approval by the other party; provided however, User shall have the right to assign its rights and delegate its obligations under this Agreement in connection with the sale or the disposition of all or substantially all of the Property to a successor in interest, who is tax-exempt under the Property Tax Code, to the Property that provides the District with written confirmation of its consent to abide by the terms of this Agreement. Upon any such delegation, User shall be automatically released from any liability under this Agreement. In the event User sells all or a portion of the Property to an entity that is not tax-exempt pursuant to State law, this agreement shall terminate; provided, however, if such new owner consents to be and is annexed into the District, at the District's sole discretion, the District may continue to provide service to the Tract pursuant to a new agreement.

Section 19: Parties in Interest. This Agreement is for the sole and exclusive benefit of the District and User and shall not be construed to confer any benefit or right upon any other person, not a party to this Agreement.

Section 20: Provisions Severable. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

Section 21: Further Assurances. In connection with this Agreement, as well as all transactions contemplated by this Agreement, each party agrees to take all actions and execute (and acknowledge, if requested) and deliver all documents and instruments as may be necessary or appropriate to effectuate, perform and fully carry out the purposes, intent, terms, conditions and provisions of this Agreement and the transactions contemplated herein.

Section 22: Authorization. Each party represents that (i) execution and delivery of this Agreement by it has been duly authorized by its governing body or other persons from whom such party is legally bound to obtain authorization, (ii) that the consummation of the contemplated transactions will not result in a breach or violation of, or a default under, any Agreement by which it is bound, or by any statute, rule, regulation, order or other law to which it is subject, and (iii) this Agreement is a binding and enforceable Agreement on its part.

Section 23: Applicable Law; Construction. This Agreement shall be governed and construed in accordance with the laws of the State of Texas. The headings in this Agreement are inserted for convenience and identification only.

Section 24: Entire Agreement. This Agreement, together with such descriptions, terms, and conditions as may be included in the recitals and in the exhibits attached hereto, contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements. This Agreement is separate and apart from that certain Water Supply Agreement between LCISD, the City, and the District dated June 20, 2019, related to the approximately 137 acre tract of land developed by LCISD within the District.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed in multiple counterparts, each of equal dignity, as of the date and year first above written.

**FORT BEND COUNTY MUNICIPAL
UTILITY DISTRICT NO. 162**

By: _____
President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

ATTEST:

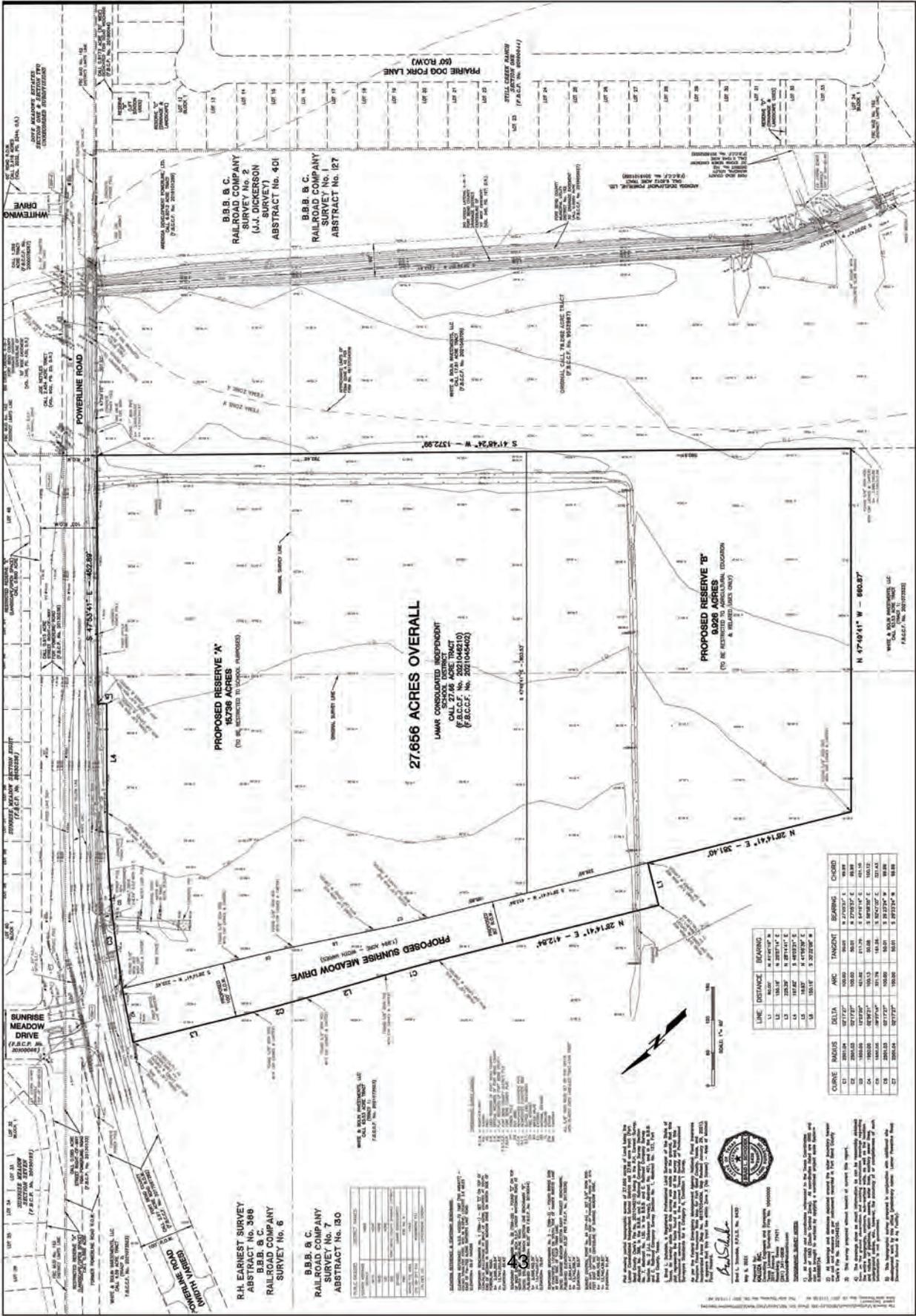
By: _____

Name: _____

Title: _____

EXHIBIT "A"
DESCRIPTION OF TRACT

EXHIBIT A



27.656 ACRES OVERALL
 LAMAR CONSOLIDATED INDEPENDENT
 CALL 27.656 ACRES TRACT
 (P.B.C.C.F. No. 2021-048210)
 (P.B.C.C.F. No. 2021-049402)

PROPOSED RESERVE 'X'
 15.25 ACRES
 (TO BE RESTRICTED TO SCHOOL PURPOSES)

PROPOSED RESERVE 'B'
 12.406 ACRES
 (TO BE RESTRICTED TO AGRICULTURAL EDUCATION
 & RELATED USES ONLY)

LINE DISTANCE BEARING

LINE	DISTANCE	BEARING
L1	101.17	S 81°24'00" E
L2	101.17	S 81°24'00" E
L3	101.17	S 81°24'00" E
L4	101.17	S 81°24'00" E
L5	101.17	S 81°24'00" E
L6	101.17	S 81°24'00" E

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C1	1000.00	90°00'00"	157.08	157.08	S 45°00'00" E	212.13
C2	1000.00	90°00'00"	157.08	157.08	S 45°00'00" E	212.13
C3	1000.00	90°00'00"	157.08	157.08	S 45°00'00" E	212.13
C4	1000.00	90°00'00"	157.08	157.08	S 45°00'00" E	212.13
C5	1000.00	90°00'00"	157.08	157.08	S 45°00'00" E	212.13
C6	1000.00	90°00'00"	157.08	157.08	S 45°00'00" E	212.13
C7	1000.00	90°00'00"	157.08	157.08	S 45°00'00" E	212.13



Professional Engineer
 State of Texas
 License No. 100000
 Expires 12/15/2021

VL ARCHITECTS
 ARCHITECT
 VLA Architects, Inc.
 20405 Greenway Blvd., Suite 300
 Richmond, Texas 77407
 Phone: 281.471.2300
 Fax: 281.471.2301
 www.vlaarchitects.com

CIVIL
 Kuhn, Inc.
 14000 Highway 101, Suite 100
 Houston, Texas 77047
 Phone: 281.334.1000
 Fax: 281.334.1001
 www.kuhninc.com

RAI EARNEST SURVEY
 ABSTRACT No. 308
 B.B.B. & C.
 RAILROAD COMPANY
 SURVEY No. 6

B.B.B. & C.
 RAILROAD COMPANY
 SURVEY No. 7
 ABSTRACT No. 130

B.B.B. & C.
 RAILROAD COMPANY
 SURVEY No. 2
 (J.J. DICKERSON
 SURVEY)
 ABSTRACT No. 401

B.B.B. & C.
 RAILROAD COMPANY
 SURVEY No. 127
 ABSTRACT No. 127

PHAIRIE DOG FORK LANE
 (50' R.O.W.)
 (P.B.C.C.F. No. 2008-0444)

POWERLINE ROAD
 (P.B.C.C.F. No. 2018-0228)

SUNRISE MEADOW DRIVE
 (P.B.C.C.F. No. 2009-0100)

WHITEWATER DRIVE
 (P.B.C.C.F. No. 2011-0100)

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
 RICHMOND, TEXAS

AG BARN NO. 3
 CSP07-2022R&G

REVISIONS
 DECEMBER, 7, 2021

PROJECT
 21-024.00

SHEET
 SURVEY

SHEET NO.
 C1.00

Drawn By
 VS
Checked
 VS
Engineer
 VS
Staff
 VS
Prog. Eng.
 ELN
ELN

DATE
 12/15/2021

PROJECT
 21-024.00

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DATE
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PROJECT
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EXHIBIT "B"
POINTS OF INTERCONNECT



REVISIONS
DECEMBER 7, 2021
12.00-2021

Drawn By: [Name]
Checked By: [Name]
Designed By: [Name]
Project No.: 21-024.00
Sheet Title: WATER & SANITARY PLAN

PROJECT: 21-024.00
SHEET: WATER & SANITARY PLAN

SHEET NO. C3.01

DATE: 12/07/2021



LEGEND

TO	TOP GRADE
TR	TOP FIN
FL	FLOORING
IS	INTERIOR SURFACE
RO	ROOF DRAIN
RDC	ROOF DRAIN COLLECTOR
---	SANITARY SENSE
---	WATERLINE
●	SANITARY MANHOLE

KEY NOTES (THIS SHEET ONLY)

- ① CONSTRUCTION NOTED ON OTHER SHEETS
- ② IMPROVED SCHEDULE BEFORE SHEET AND ASSOCIATED DETAILS
- ③ DONE BY OTHERS

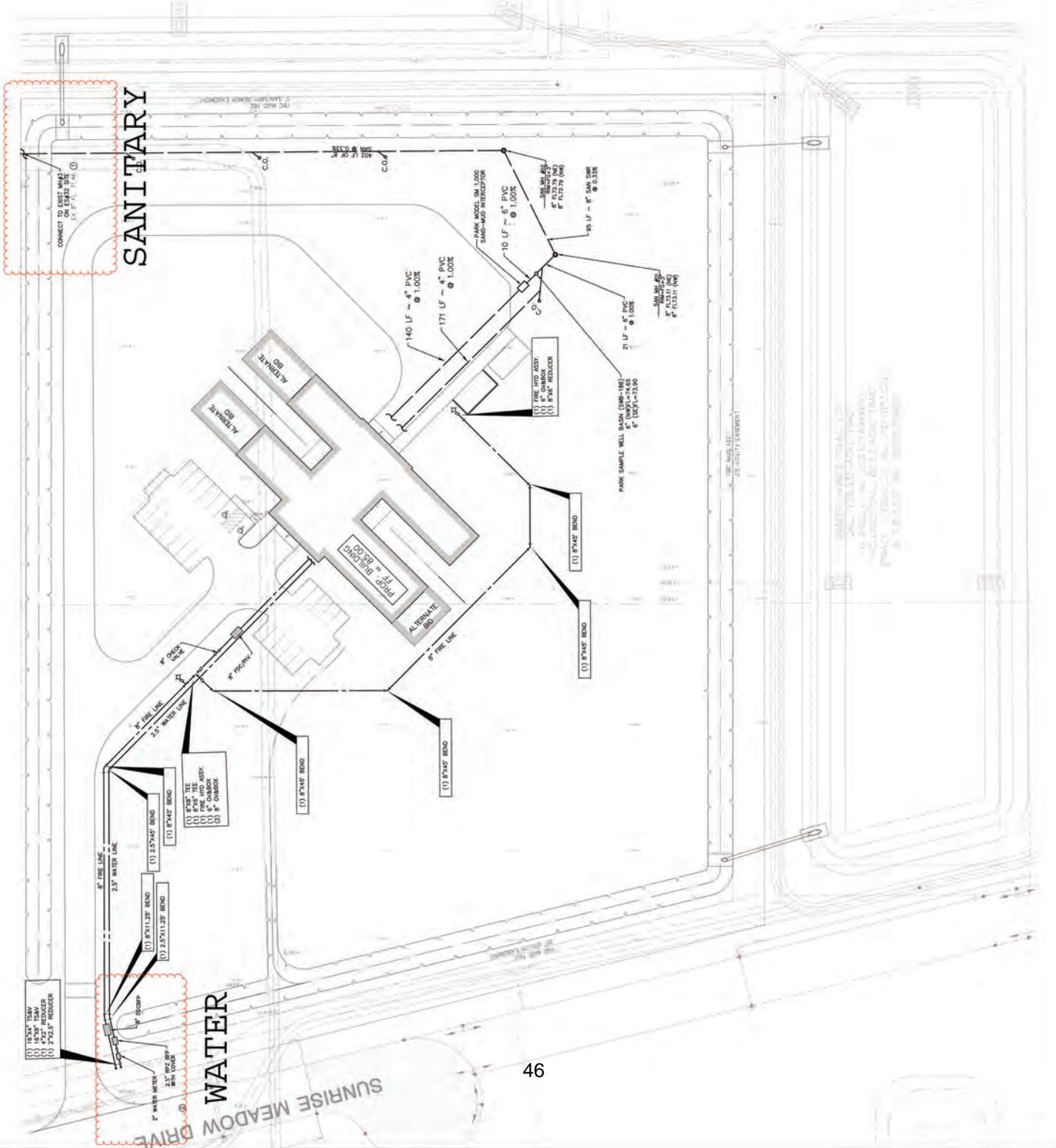


EXHIBIT "C"
PRO RATA SHARE

EXHIBIT C

To: LCISD
 From: Odyssey Engineering Group/FBCMUD No. 162 Engineer/Angela Peters
 Re: FBCMUD No. 162 Capital Recovery Fee (Tap Fee) for LCISD Agricultural Barn No. 3 and LCISD Elementary School No. 32
 Date: March 11, 2022

At the January 20, 2022 meeting, the Board of Directors for FBCMUD No. 162 (District), finalized and approved the final capital recovery fee for the two new LCISD facilities within the District. The final tap fee for the two facilities is \$1,135,715. Deducting the \$357,825 deposited by White & Bolin this reduces the fee to \$777,890. Details are shown below and described here.

The tap fee based LCISD’s pro-rata share on all current and future District infrastructure that will be necessary to serve the LCSID facilities, including professional fees associated with each project. The projects are:

- Existing Infrastructure
 - Still Creek Ranch Lift Station and Forcemain
 - Fort Bend County MUD 162 Water Plant
 - Fort Bend County MUD 162 Remote Water Well
- Proposed Infrastructure (under design/construction)
 - Fort Bend County MUD 162 Wastewater Treatment Plant No. 2
 - Detention Basin to serve LCISD Powerline Facilities
 - Land for Detention to serve LCISD Powerline Facilities and WWTP No. 1
- Future Infrastructure
 - Chloramine Conversion for Water Plant
 - Surface Water Trunk Lines for Connection with City of Rosenberg

A detailed calculation of the pro-rata shares and related costs for each component can be found in the below tables.

	<u>TOTAL COST</u>	<u>PRO-RATA SHARE</u>	<u>FEE</u>	<u>NOTE</u>
1. Exist Still Creek LS and FM	\$381,569	7.6%	\$28,858	1
2. FBCMUD 162 WWTP No. 2	\$3,715,000	2.0%	\$75,229	2
3. FBCMUD 162 Water Plant	\$1,803,747	1.2%	\$20,777	3
4. FBCMUD 162 Remote Water Well	\$308,000	1.2%	\$3,548	4
5. Detention Construction	\$619,368	71.9%	\$445,436	5
6. Detention Land (\$49,780.40 per acre, 13.056 Acres)	\$649,933	71.9%	\$467,419	6
7. Chloramine Conversion	\$450,000	1.2%	\$5,183	7
8. Surface Water Lines	\$2,000,000	1.2%	\$23,038	8
Sub-Total Construction Costs	\$9,927,616		\$1,069,488	
9. Professional Services Fees (11%)	\$1,020,545		\$66,228	9
Total Costs	\$10,948,161		\$1,135,715	
White & Bolin Deposit			-\$357,825	
Total Due LCISD			\$777,890	



	ESFCs	LCISD Pro-rata Share	
LCISD ELEMENTARY SCHOOL	25		
LCISD AG FACILITY	2		
DISTRICT CONNECTIONS AT WWTP NO. 2	1333	2.0%	
DISTRICT CONNECTIONS AT WATER PLANT	2344	1.2%	
AREA CAPACITY (AC-FT) LCISD Pro-rata Share			
WWTP NO. 2	2.58	5.8%	
SUNRISE MEADOW DRIVE	2.59	5.8%	
ARABELLA ON THE PRAIRIE/BEAZER AND DANZINGER/DR HORTON TRACTS	7.29	16.4%	
LCISD ELEMENTARY SCHOOL	20.91	47.1%	LCISD TOTAL
LCISD AG FACILITY	11	24.8%	71.9%
	44.37	100.0%	
DETENTION LAND (\$49,780.40 PER ACRE)			
	ACRES		
East Basin	8.7090	\$433,537.50	
West Basin	4.3470	\$216,395.40	
	13.0560	\$649,932.90	
NOTES:			
1. LCISD ties into the existing Still Creek Ranch lift station. LCISD will be served by the Still Creek Ranch forcemain to WWTP No. 1 until WWTP No. 2 is complete. The 7.6% share is for 27 ESFCs for LCISD and 330 for Still Creek Ranch Sections 1-4. Construction cost is below from the Rodriguez contract in 2019:			
	Site Preparation	\$14,089.60	
	Forcemain	\$67,039.15	
	Lift Station	\$279,256.92	
	SWPPP	\$683.20	
	Staking and as-builts	\$20,500.00	
		\$381,568.87	
2. LCISD will be served by the future WWTP No. 2 which we anticipate to be complete when the elementary school is complete. The 400,000 gpd Phase 1 plant can serve 1,333 ESFCs. The pro-rata share for 27 ESFCs is 2.0%. The construction cost is based on the latest estimate as of January 2022 for a 400,000 gpd bullseye plant.			
3. LCISD is served by the water plant. The shares for the water plant are detailed above. Construction costs are as per reimbursed in Series 2007 (Water Plant \$1,100,779 and Water Well No. 1, \$280,000) and Series 2013 (Water Plant No. 1 Phase II \$422,968).			
4. The remote well is part of the water plant treatment system and has the same pro-rata shares as the water plant. Construction costs are as per reimbursed in Series 2007 (Water Well No. 2, \$308,000).			
5. The detention pond serves LCISD, Sunrise Meadow Boulevard, WWTP No. 2, future Arabella on the Prairie and Danzinger Tract (single-family developments) as per the pro-rata shares of service area as detailed above. The construction cost is as per bid by Fort Bend Excavation, Inc. on December 9, 2022.			
6. The detention pond land is owned by Beazer. Beazer cannot develop this land and as typical with developer reimbursement agreements will be reimbursed for the land that is encumbered by FBCMUD No. 162 detention ponds at the same price as purchased as per the HUD statement dated May 4, 2021.			
7. FBCMUD No. 162 will be converting to surface water in the future and providing it to all customers. The construction cost is as per estimate from October 2021.			
8. FBCMUD No. 162 will be converting to surface water in the future and providing it to all customers. The construction cost is as per estimate from March 2022 and includes unit costs from the Windstone on the Prairie bid taken on December 2021.			
9. Professional service fees for engineering as per FBCMUD No. 162 engineering contract are 8.5% for design and 2.5% for construction phase services. Does not include Item 6 for land.			
10. Water and Wastewater trunk utilities are being funded by the LCISD Utility Extension project and is under a separate agreement.			

CONSIDER APPROVAL OF INSTRUCTIONAL MATERIAL RECOMMENDATIONS

RECOMMENDATION:

That the Board of Trustees approve the instructional materials recommended by the District Instructional Materials Adoption Committee for use in classrooms in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

A District Instructional Materials Adoption Committee, consisting of science teachers and administrators representing each middle school and junior high school campus, was formed to review the instructional materials being considered. Samples of all instructional materials considered by Lamar CISD were available online. Attached is a list of instructional materials recommended by the District Committee.

PROGRAM DESCRIPTION:

Grades 6-8 Science instructional materials were last adopted with Proclamation 2014. The eight-year adoption expires at the end of the 2021-2022 school year so the Instructional Materials Committee reviewed the existing adoption, and supplemental materials currently in use, to determine which resources would best meet the needs of the district until the next state adoption cycle. New K-12 Science instructional materials will be addressed by Proclamation 2024 and will be available for use in the 2024-2025 school year.

Submitted by: Dr. Terri Mossige, Chief Learning Officer
Katie Marchena-Roldan, Executive Director of Teaching and Learning

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**Instructional Materials Recommended from the
State Board of Education List**

Subject	Publisher	Title
Science, Grade 6	Accelerate Learning Inc	<i>STEMscopes Texas</i>
Science, Grade 7	Accelerate Learning Inc	<i>STEMscopes Texas</i>
Science, Grade 8	Accelerate Learning Inc	<i>STEMscopes Texas</i>

**CONSIDER APPROVAL OF MEMORANDUM OF UNDERSTANDING (MOU) WITH
KICKSTART KIDS**

RECOMMENDATION:

That the Board of Trustees approve the Memorandum of Understanding (MOU) with KICKSTART KIDS to provide Martial Arts and Character Development programming as a course offering at Ryon Middle School for the 2022–2023 school year.

IMPACT/RATIONALE:

The total program cost to implement KICKSTART KIDS at Ryon Middle School in the 2022–2023 school year is \$100,000. Through the MOU the cost will be shared, with Lamar CISD’s contribution being limited to \$70,000 and KICKSTART KIDS providing the remaining funds. This project will be funded from the general fund annually for the next three years. Lamar CISD will have the option to extend the program for one year to the 2025–2026 school year at the conclusion of the current contract.

PROGRAM DESCRIPTION:

Upon approval, Lamar CISD will supply a dedicated classroom for the program. KICKSTART KIDS will supply all equipment and a licensed instructor for program delivery. KICKSTART KIDS will provide after school and summer enrichment activities for students enrolled in the program. Students enrolled in KICKSTART will pay a \$50.00 participation fee, in return for their uniform and tournament entry fees for the year. There are scholarships available for students who demonstrate financial need.

Submitted By: Alphonso Bates, Chief Student Services Officer
Nikki Nelson, Director of Athletics

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



Character through Karate

KICKSTART KIDS is a 501(c)(3) organization, Tax ID No. 52-1706526

June 1, 2022

Dr. Roosevelt Nivens
Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, TX 77471

Dear Dr. Nivens,

We are pleased to offer this agreement for the *KICKSTART KIDS Martial Arts and Character Development Program* being offered on your Poly Ryon Middle School campus for the 2022-2023, 2023-2024 and 2024-2025 academic years. The following guidelines promote an effective KICKSTART KIDS (KSK) program:

1) DEDICATED CLASSROOM

- a) A dedicated karate classroom is essential to the KICKSTART KIDS program. The classroom becomes a “dojo” serving as a safe haven where respect can be demonstrated to students and the room itself.
- b) The room should not be adjacent to or within the immediate vicinity of an academic classroom as it can sometimes be loud. Classes will be conducted through the entire academic day as well as before and/or after school.
- c) The martial arts classroom should be able to accommodate a minimum of twenty-five students simultaneously. A hard floor in good condition is preferred.
- d) The room should be in good repair with working heat and air conditioning. In the event of a problem, the school agrees to correct it in a timely manner.

2) OPTIMAL CLASS SIZE

- a) It is our goal to enroll an optimum number of students in each school where the KICKSTART KIDS program is offered. That optimum number is usually between 150 and 175 students. This number provides for the level of student and instructor interaction we believe is optimal for quality instruction.
- b) In the interest of effective instruction, student enrollment for the program is recommended not to exceed 200 students per campus. There are exceptions where programs are larger, but these are handled on a case by case basis depending on circumstances.
- c) We recognize that each campus is unique; however, in the event the number goes higher than 200 students, we will usually work with the school and recommend adding a second program on the same campus.

3) STUDENT PARTICIPATION

- a) All students are required to return a KICKSTART KIDS registration form executed by parent(s) or legal guardian(s) providing consent to participate.
- b) The KICKSTART KIDS Registration Form will be collected by the KICKSTART KIDS instructor unless otherwise dictated by the school.

- c) There will be a one-time annual fee of \$50.00 per student collected with this registration. All first-year students receive a karate uniform at no additional cost.
 - d) In the event students are unable to pay for participating in the program, KICKSTART KIDS will review individual circumstances and may sponsor a minimal number of students and waive the registration fee. The KICKSTART KIDS Registration Form will still need to be completed.
 - e) Student participation in KICKSTART KIDS should be voluntary.
 - f) As a general rule, scheduling of first year students should be complete by October 1st of the academic year. The KICKSTART KIDS instructor will work with campus personnel on individual cases where specific requests are made outside of this guideline.
 - g) Scheduling of KICKSTART KIDS classes should follow the same format as your campus or district, for example: If your school follows a 90 minute block schedule, the KICKSTART KIDS classes would be 90 minutes also.
 - h) Returning Students should be scheduled into appropriate classes consistent with their belt rank unless removed from the program by the KICKSTART KIDS instructor, campus administrators or their parent(s)/legal guardian(s).
 - i) All students are welcome in the Kickstart Kids program regardless of race, creed color, gender or physical ability. However, should an instructor believe a student poses a danger to him/herself, other students or our instructional staff, Kickstart Kids reserves the right to ask for removal of that student from the Kickstart Kids classroom until such time as suitable arrangements are made with the school to allow the student to safely participate in the program.
- 4) UNIFORMS
- a) All KICKSTART KIDS students will be expected to wear a martial arts uniform in class.
 - b) All first-year students are supplied with a uniform at no charge through the KSK instructor.
 - c) Students will need an appropriate location to change into their uniform before class and change back into school clothes after class.
- 5) ROOM EQUIPMENT
- a) KICKSTART KIDS supplies all training equipment needed for karate instruction and all materials for the values curriculum. This includes the puzzle mats for the floor, posters and other support materials.
 - b) Schools will provide instructor with a desk, computer, and filing cabinet.
 - c) Schools will provide (when requested) four tri-fold exercise mats. (*These are different from the karate puzzle mats that cover the entire floor.*)
- 6) ROOM MAINTENANCE
- a) KICKSTART KIDS instructors are required to maintain an orderly room.
 - b) In the interest of student health and safety, the school is required to maintain overall sanitization of the training mats and routine custodial duties.
- 7) SECURITY
- a) KICKSTART KIDS training equipment will need to be secured in a lockable closet or cabinet inside, or close to, the KICKSTART KIDS room.
 - b) In addition, if the KICKSTART KIDS instructor is collecting funds, it is KICKSTART KIDS policy that these funds be held in the school safe and released to the instructor when a bank deposit can be made.
 - c) At no time are collected funds to be kept overnight in a classroom.

8) SUPPORT FOR TOURNAMENTS

- a) Students participate in up to four KICKSTART KIDS tournaments each year.
- b) All tournaments are held in the local KICKSTART KIDS region except for the final State Championships, held once a year in rotating locations throughout Texas.
- c) We request that schools provide transportation to KICKSTART KIDS competitions.
- d) Tournaments are rotated through different schools in a region. We request that local school officials will assist in procurement of locations.
- e) In our continued effort to offset the cost of the program, during tournaments and special events, KICKSTART KIDS will operate merchandise and concession booths. We request that KSK will be able to operate those booths in prime locations in relation to the event venue to maximize our fundraising efforts.

9) RESEARCH

- a) KICKSTART KIDS contracts the services of an independent evaluator for the purposes of conducting research on the KICKSTART KIDS program.
- b) Periodically we may gather data specific to the KICKSTART KIDS program in your school. Currently this takes the form of a survey distributed to students and their parents/guardians about their experiences with the Kickstart Kids program.
- c) Should you have questions, contact Greg Meyers, Chief Financial Officer, at gemyers@kickstartkids.org.

10) ANNUAL SPONSORSHIP DRIVE

- a) Each year KICKSTART KIDS holds an annual two-week Sponsorship Drive to raise money to help offset the costs of the program on each campus.
- b) KICKSTART KIDS will work with each campus to accommodate their schedules as needed and request that each campus will allow the Sponsorship Drive to occur.

11) GENERAL FUNDRAISING

- a) Occasionally, with the approval of the school and KICKSTART KIDS management, KICKSTART KIDS instructors may ask to raise funds for optional program related trips and other activities at your school.
- b) Monies raised are to be handled per #7 above.

12) USE OF GYMNASIUM OR AUDITORIUM

- a) KICKSTART KIDS will require the use of the gymnasium or auditorium for Belt Ceremonies (twice a year), demonstration team competitions and/or exhibitions (occasionally).
- b) From time to time, the use of the gymnasium or auditorium will be needed for facilitation of tournaments which will host students from other KICKSTART KIDS school districts.
- c) Use of these facilities will be requested through the proper school authority no less than 30 days prior to the event.
- d) Use of all necessary utilities and safety protocols will be requested through the proper school authority no less than 30 days prior to the event.
- e) These facilities will be provided by the school at no charge to the KICKSTART KIDS program.
- f) KICKSTART KIDS agrees to pay custodial staff at a rate of \$20 per hour for KICKSTART KIDS events hosted by Lamar Consolidated ISD. The number of custodians, the hours and events they will work are to be mutually agreed upon in

advance. This fee does not apply to standard duties required by Lamar Consolidated ISD as part of their daily custodial duties. At the mutually agreed-upon events, custodians will be responsible for maintaining trash receptacles before, during and after the event, cleaning the facility after the event and securing premises once KICKSTART KIDS students and staff have left the facility.

13) AFTER-SCHOOL AND SUMMER KARATE

- a) The school agrees to provide facilities for after-school training during the school year.
- b) The school agrees to provide facilities for a KICKSTART KIDS summer karate program during the month of June.

14) BLACK BELT CLUB

- a) During the academic year and summer sessions, students who have “graduated” from the middle school/junior high program will be offered the opportunity to continue training in the KICKSTART KIDS Black Belt Club with their KICKSTART KIDS instructor. There is a Black Belt Club in every KICKSTART KIDS school.
- b) Classes will be scheduled either before or after school hours.
- c) We request that the school will make the campus available to these students.

15) INTEGRATION INTO SCHOOL STAFF

- a) It is important that your KICKSTART KIDS Instructor become integrated into your school community, including attending appropriate faculty meetings.
- b) The primary responsibility of KICKSTART KIDS instructors are our KICKSTART KIDS students. However, in the interest of integration and the spirit of cooperation, KICKSTART KIDS instructors can be assigned campus duty under the following conditions:
 - i) Any required training for the particular duty station will be provided by the district to the KICKSTART KIDS instructor in advance.
 - ii) Should assistance be needed with non- KICKSTART KIDS students, our KICKSTART KIDS instructor may perform additional duty provided a campus faculty or staff member is within visual range at all times to provide supervision and direction.
 - iii) KICKSTART KIDS instructors cannot be requested or required to oversee or proctor any state-mandated testing. They can however handle duties such as answering phones, hall duty, delivering lunch or picking up attendance.
 - iv) The district agrees that KICKSTART KIDS and its instructor shall be covered by the districts liability insurance in connection with any assigned campus duty.

16) FIELD TRIPS

- a) KICKSTART KIDS occasionally hosts extra-curricular events (in addition to tournaments) in which all KICKSTART KIDS students are invited to participate.
- b) It is our hope that each school will allot funding for transportation to these events.
- c) Any extra-curricular event requires the approval of school officials and KICKSTART KIDS management.

17) INSTRUCTOR ABSENCE

- a) Instructors are required to notify KICKSTART KIDS management as well as school officials whenever they will be absent.
- b) In the event of an instructor absence, KICKSTART KIDS will make every effort to provide a qualified substitute karate instructor.
- c) If, for some reason, we are unable to provide a substitute, we will notify you and your school agrees to assume responsibility for providing temporary oversight for the students.

18) PROGRAM SUMMARY

KICKSTART KIDS

- a) Provides a physical karate curriculum adapted to the skill level of students throughout the school day based on demand.
- b) Provides a values-based curriculum including in-class lessons and handouts.
- c) Provides a qualified black belt instructor for direct instruction.
- d) Provides, on a weekly basis during the academic year, after-school karate classes for existing participants. (The schedule for these classes will be arranged in cooperation between the KICKSTART KIDS instructor and school administrative representative).
- e) Provides a four week summer karate program up to a maximum of three hours per day, Monday through Thursday (as agreed upon by the instructor and principal). Friday's during the summer are instructor development days.
- f) Provides belts for all belt ceremonies.
- g) Provides classroom safety equipment for students in all karate classes.
- h) Provides a representative to work with the school, school district and the community to help implement the program.
- i) Administers criminal background checks and drug tests on KICKSTART KIDS employees as required.

19) THE AGREEMENT

- a) This agreement represents the intentions of both parties to offer the KICKSTART KIDS program and curriculum to students at Poly Ryon Middle School during the 2022-2023, 2023-2024 and 2024-2025 academic years beginning in August 2022, with an option to extend one year for the 2025-2026 academic year.
- b) KICKSTART KIDS or the school district may cancel or withdraw from the agreement upon a 30-day written notice with or without cause.
- c) The school district agrees that, during the term of this agreement and for a period of one (1) year after the termination of this agreement, it shall not hire, employ or retain as an independent contractor any KICKSTART KIDS instructor assigned to the school district during the term of this agreement.

20) PROGRAM AWARENESS

- a) KICKSTART KIDS program and instructor information should be included on the school website.
- b) KICKSTART KIDS events should be listed on the school calendar.

21) PROGRAM FUNDING

- a) The KICKSTART KIDS program and curriculum total cost is currently \$100,000 per program. This includes a full-time instructor (salary and benefits), room equipment, uniforms and belts, belt ceremonies, values curriculum, tournament expenses, after school and summer school program costs, special event costs and KICKSTART KIDS staff support.
- b) Under this agreement, Lamar Consolidated ISD will pay \$70,000 per program, per academic year for the *KICKSTART KIDS Martial Arts and Character Development Program*, and may escalate at the commencement of a new academic year by the Cost of Living Adjustment ("COLA") or inflation rate. This amount is due within thirty (30) days of initiation of your operating budget for each academic year. Any exceptions must be requested through Greg Meyers, Chief Financial Officer, at gmeyers@kickstartkids.org or 713-868-6003, x102.
- c) The remainder of the fee for each academic year will be the responsibility of the KICKSTART KIDS, also known as the Kick Drugs Out of America Foundation.

**DISCUSSION AND POSSIBLE APPROVAL OF CSP #18-2022F&P FOR THE NEW
LAMAR CISD POLICE STATION**

RECOMMENDATION:

That the Board of Trustees reject all proposals due to the proposals being over budget. The top evaluated proposal of \$8,436,363.00 is \$3,545,790.00 over budget.

IMPACT/RATIONALE:

Competitive Sealed Proposal #18-2022F&P was solicited for the new Lamar CISD Police Station. Seven (7) proposals were received on Thursday, May 26, 2022. Having reviewed the weighted contractor evaluation criteria included in the proposal documents, PBK Architects and the Bond Program Office ranked the proposals. Unfortunately, all proposals were over budget. This project is included in the 2020 Bond budget.

PROGRAM DESCRIPTION:

Upon approval, all proposals will be rejected.

Submitted by: Greg Buchanan, Chief Operations Officer
Kevin McKeever, Bond Program Office Director

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

EVALUATION SUMMARY SHEET

Proposal Date/Time: Thursday, May 26, 2022 @ 2:00pm (Base Proposal) @ 3:00 pm (Alternate(s))

New Police Station

Lamar Consolidated Independent School District

Offeror	Total Score (Out of 100 Points)	Rank	Base Proposal + Alternates 5A & 6	Base Proposal + Alternates No. 5A & 6 + Negotiated Cost Savings
Bass Construction	83.55	6.00	\$ 9,620,000.00	
DivisionOne Construction	87.32	3.00	\$ 9,638,000.00	
Drymalla Construction	94.98	2.00	\$ 9,706,000.00	
Flintco	86.29	4.00	\$ 10,028,000.00	
Patriot Contracting	72.03	7.00	\$ 9,482,935.00	
Sterling Structures	95.09	1.00	\$ 9,309,000.00	\$ 8,436,363.00
Teal Construction	84.16	5.00	\$ 9,550,000.00	

CONSIDER APPROVAL OF SALARY INCREASES

RECOMMENDATION:

That the Board of Trustees approve salary increases for teachers (or other position classifications) paid according to the teacher salary schedule and approve the implementation of separate pay schedules for custodial staff and hourly staff paid out of the Child Nutrition Fund as described in the Program Description section below.

IMPACT/RATIONALE:

In an effort to attract and retain staff and to maintain competitive pay, salary increases are a top priority in the 2022-2023 budgeting process.

PROGRAM DESCRIPTION:

Teachers and other position classifications paid according to the teacher salary schedule will receive a flat raise of \$1,950 which represents a 3% average increase. The starting teacher salary for the 2022-2023 school year will be \$61,000.

A separate pay schedule will be established for custodial staff that will be based on the current schedule but will include a starting salary of \$12.17 per hour for Paygrade 1 Custodians. These employees will also receive the midpoint raise anticipated for recommendation with the 2022-2023 Compensation Plan.

Hourly employees in the Child Nutrition Department are paid from revenue sources within the Child Nutrition Fund (which is separate from the General Fund of Lamar CISD). It is the recommendation of Administration that a separate pay schedule be established for hourly employees paid from these funds. The new pay schedule will be based on the current schedule but will include a \$3 per hour increase for all paygrades. Some paygrade reclassifications will be necessary as well. These employees will also receive the midpoint raise anticipated for recommendation with the 2022-2023 Compensation Plan.

All raises become effective after budget adoption in August and with the first pay period in September 2022.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

EXECUTIVE SUMMARY

2014 BOND REFERENDUM SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
BENTLEY ELEMENTARY	\$22,010,055.00	(\$211.22)	\$22,009,843.78	\$22,009,843.78	\$0.00
LINDSEY ELEMENTARY	\$23,770,861.00	(\$1,612,933.93)	\$22,157,927.07	\$22,157,927.07	\$0.00
CARTER ELEMENTARY	\$24,959,404.00	(\$93,346.58)	\$24,866,057.42	\$24,866,057.69	(\$0.27)
CULVER ELEMENTARY	\$24,959,404.00	(\$1,629,058.94)	\$23,330,345.06	\$23,330,335.88	\$9.18
TAMARRON ELEMENTARY	\$26,207,374.00	(\$1,289,487.92)	\$24,917,886.08	\$24,917,720.56	\$165.52
ELEMENTARY #32	\$0.00	\$693,047.00	\$693,047.00	\$693,046.55	\$0.45
ELEMENTARY #33	\$0.00	\$677,460.00	\$677,460.00	\$677,460.00	\$0.00
FOOD SERVICE	\$473,000.00	(\$88,000.00)	\$385,000.00	\$270,026.53	\$114,973.47
FULSHEAR HIGH SCHOOL SHELL	\$3,849,077.00	(\$1,830,587.78)	\$2,018,489.22	\$2,018,485.07	\$4.15
BAND STORAGE	\$1,400,000.00	(\$101,988.36)	\$1,298,011.64	\$1,298,011.39	\$0.25
HVAC WEB CONTROLS	\$1,056,000.00	(\$505,840.27)	\$550,159.73	\$550,159.73	\$0.00
ROBERTS MIDDLE SCHOOL	\$22,342,493.00	(\$713,707.79)	\$21,628,785.21	\$21,628,668.07	\$117.14
TERRY HIGH SCHOOL BASEBALL	\$975,000.00	(\$769.00)	\$974,231.00	\$974,180.09	\$50.91
PINK FOUNDATION	\$1,056,000.00	(\$15,590.00)	\$1,040,410.00	\$1,040,409.51	\$0.49
SATELLITE AG BARN	\$3,786,750.00	\$1,640,665.00	\$5,427,415.00	\$4,823,178.55	\$604,236.45
SUPPORT SERVICES CENTER	\$12,146,000.00	\$362,970.00	\$12,508,970.00	\$12,423,059.74	\$85,910.26
SWIMMING POOLS	\$26,567,616.00	(\$265,021.71)	\$26,302,594.29	\$26,302,594.29	\$0.00
FOSTER BASEBALL	\$40,000.00	(\$10,750.00)	\$29,250.00	\$29,250.00	\$0.00
LAND	\$20,000,000.00	(\$35,000.00)	\$19,965,000.00	\$19,959,081.54	\$5,918.46
FOSTER WATER PLANT	\$990,000.00	(\$277,325.25)	\$712,674.75	\$712,674.75	\$0.00
PERSONNEL COSTS	\$0.00	\$542,346.96	\$542,346.96	\$470,356.38	\$71,990.58
BOND PROGRAM AUDIT	\$0.00	\$5,670.00	\$5,670.00	\$5,670.00	\$0.00
PORTABLE BUILDINGS 2020	\$0.00	\$1,508,382.64	\$1,508,382.64	\$1,508,382.29	\$0.35
PORTABLE BUILDINGS 2021	\$0.00	\$2,099,733.93	\$2,099,733.93	\$2,099,729.17	\$4.76
TRAYLOR STADIUM	\$0.00	\$1,631,937.00	\$1,631,937.00	\$1,631,936.46	\$0.54
AVAILABLE SAVINGS FUND	\$0.00	\$538,421.84	\$538,421.84	\$0.00	\$538,421.84
TOTAL	\$216,589,034.00	\$1,231,015.62	\$217,820,049.62	\$216,398,245.09	\$1,421,804.53
TOTAL FACILITY & PLANNING BOND	\$216,589,034.00				
REMAINING FACILITY & PLANNING BOND	\$1,421,804.53				
2014 BOND TECHNOLOGY SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
TOTAL	\$18,918,520.00	(\$186,620.53)	\$18,731,899.47	\$18,503,528.06	\$228,371.41
TOTAL TECHNOLOGY BOND	\$34,326,000.00				
REMAINING TECHNOLOGY BOND	\$228,371.41				
2014 BOND TRANSPORTATION SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
New Bus Purchase	\$5,140,000.00	\$0.00	\$5,140,000.00	\$5,140,000.00	\$0.00
TOTAL	\$5,140,000.00	\$0.00	\$5,140,000.00	\$5,140,000.00	\$0.00
TOTAL TRANSPORTATION BOND	\$5,140,000.00				
REMAINING TRANSPORTATION BOND	\$0.00				
2014 BOND Totals	\$240,647,554.00	\$1,044,395.09	\$241,691,949.09	\$240,041,773.15	\$1,650,175.94
		ERATE REIMBURSEMENT			

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: Construction

OVERVIEW:

- Construction is underway.
- Grade Beams are being formed and pour.
- Underground Utilities are underway
- Roadway to ag barn is underway.

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 2022

ALC/1621 Additions and Renovations

VLK is the Architect of Record.
Project is Substantially Complete.
Punchlist corrections are in progress.
Flooring in ALC and 1621 wings
will be installed during summer 2022.



Maxine Phelan Elementary School

VLK is the Architect of Record.
Substantial Completion July 15,
2022.



Bernard Clifton Terrell, Jr.
Elementary School

VLK is the Architect of Record.

Grade beams and underslab plumbing in progress.

West side parking and electrical in progress.

East parking concrete has been poured.



2017 BOND REFERENDUM SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
Roberts Middle School Orchestra Room	\$0.00	\$1,100,000.00	\$1,100,000.00	\$913,925.38	\$186,074.62
Austin Elementary Re-Roof	\$2,100,000.00	(\$804,978.17)	\$1,295,021.83	\$1,295,021.83	\$0.00
Seguin ECC Re-Roof	\$1,900,000.00	(\$917,245.85)	\$982,754.15	\$982,754.15	\$0.00
Brisco Jr. High Carpet Replacement	\$650,000.00	(\$140,412.73)	\$509,587.27	\$509,587.27	\$0.00
Child Nutrition Renovations	\$1,950,000.00		\$1,950,000.00	\$1,559,240.52	\$390,759.48
Classroom Intruder Locks	\$400,000.00	(\$9,014.28)	\$390,985.72	\$390,985.72	\$0.00
HVAC	\$650,000.00	(\$194,271.99)	\$455,728.01	\$455,728.01	\$0.00
ES Cooler/Freezer Replacement - <i>Austin / Bealsley / Huggins / Pink / Seguin / Taylor Ray / Travis / Williams</i>	\$1,400,000.00	\$0.00	\$1,400,000.00	\$1,191,701.09	\$208,298.91
Mutlipurpose Rooms	\$7,500,000.00	(\$1,001,479.24)	\$6,498,520.76	\$6,498,520.66	\$0.10
HS Field Turf & Foster HS Track - <i>GR Turf / Fulshear Turf / Foster Turf / Terry Turf / Foster Track</i>	\$12,000,000.00	(\$1,872,461.10)	\$10,127,538.90	\$10,127,538.90	\$0.00
Orchestra Rooms	\$5,500,000.00	(\$905,274.27)	\$4,594,725.73	\$4,594,725.73	\$0.00
Randle High School- <i>High School / Turf / Multi-Purpose Room</i>	\$124,500,000.00	(\$906,137.37)	\$123,593,862.63	\$121,742,269.31	\$1,851,593.32
Wright Junior High School	\$62,000,000.00	(\$1,963,255.33)	\$60,036,744.67	\$58,919,655.90	\$1,117,088.77
George Junior High Renovations	\$4,600,000.00	\$0.00	\$4,600,000.00	\$4,083,073.78	\$516,926.22
Bowie Elementary - Interior and Exterior	\$875,000.00	(\$143,768.99)	\$731,231.01	\$731,231.01	\$0.00
Long Elementary Renovations	\$410,000.00	\$18,022.14	\$428,022.14	\$428,022.14	\$0.00
Lamar High School Renovations	\$13,600,000.00	(\$899,037.85)	\$12,700,962.15	\$11,960,558.57	\$740,403.58
New Alternative Learning Center	\$12,200,000.00	\$1,623,000.00	\$13,823,000.00	\$13,736,603.05	\$86,396.95
Long Elementary Historical Gym Renovations	\$3,200,000.00	\$0.00	\$3,200,000.00	\$3,194,972.93	\$5,027.07
Terry High School Renovations	\$9,150,000.00	\$0.00	\$9,150,000.00	\$8,038,968.27	\$1,111,031.73
Transportation - Replace Underground Fuel Tank	\$900,000.00	\$406,669.27	\$1,306,669.27	\$1,306,669.27	\$0.00
Lamar Junior High School Renovations	\$5,120,000.00	\$899,037.85	\$6,019,037.85	\$5,715,809.85	\$303,228.00
Pink Elementary Carpet Replacement	\$375,000.00	(\$65,134.82)	\$309,865.18	\$309,865.18	\$0.00
Navarro Middle School Renovations	\$900,000.00	(\$496,315.37)	\$403,684.63	\$403,684.63	\$0.00
Brazos Crossing Renovations	\$1,800,000.00	\$0.00	\$1,800,000.00	\$1,748,024.93	\$51,975.07
Morgan Elementary School	\$30,200,000.00	(\$1,539,292.00)	\$28,660,708.00	\$27,864,945.85	\$795,762.15
Phelan Elementary School	\$32,600,000.00	\$0.00	\$32,600,000.00	\$27,192,478.09	\$5,407,521.91
Terrell Elementary School	\$35,200,000.00	\$0.00	\$35,200,000.00	\$31,053,022.10	\$4,146,977.90
Jackson Elementary School Renovations	\$375,000.00	(\$890.37)	\$374,109.63	\$374,109.63	\$0.00
Ray Elementary Renovations	\$220,000.00	\$107,214.00	\$327,214.00	\$327,214.00	\$0.00
Wessendorff Middle School Renovations	\$510,000.00	(\$58,462.85)	\$451,537.15	\$451,537.15	\$0.00
Foster High School Renovations	\$3,850,000.00	(\$776,811.94)	\$3,073,188.06	\$3,073,188.06	\$0.00
Campbell Elementary Renovations	\$440,000.00	(\$5,561.35)	\$434,438.65	\$434,438.65	\$0.00
Williams Elementary Renovations	\$1,390,000.00	\$244,033.36	\$1,634,033.36	\$1,634,033.36	\$0.00
Traylor Stadium - Locker room and Press Box	\$5,000,000.00	(\$147,042.19)	\$4,852,957.81	\$4,852,957.81	\$0.00
Smith Elementary Renovations	\$650,000.00	\$158,779.98	\$808,779.98	\$808,779.98	\$0.00
Elementary #33	\$0.00	\$14,077.00	\$14,077.00	\$0.00	\$14,077.00
Williams Elementary Driveway Project	\$0.00	\$450,000.00	\$450,000.00	\$10,500.00	\$439,500.00
Facilities and Planning Department	\$0.00	\$2,030,438.10	\$2,030,438.10	\$1,911,716.94	\$118,721.16
Portable Buildings 2021	\$0.00	\$1,000,000.00	\$1,000,000.00	\$663,636.30	\$336,363.70
Land	\$20,000,000.00	(\$3,441,875.00)	\$16,558,125.00	\$9,212,892.04	\$7,345,232.96
Campus Branding Project	\$0.00	\$100,000.00	\$100,000.00	\$0.00	\$100,000.00
Available Savings Projects	\$0.00	\$13,794,491.36	\$13,794,491.36	\$0.00	\$13,794,491.36
TOTAL	\$404,115,000.00	\$5,657,040.00	\$409,772,040.00	\$370,704,588.04	\$39,067,451.96
TOTAL FACILITY & PLANNING BOND	\$404,115,000.00				
REMAINING FACILITY & PLANNING BOND	\$39,067,451.96				

	Denotes completed projects
	Denotes projects under construction

2017 BOND TECHNOLOGY SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
PTO-Printer Refresh					
CCU-Campus Core Uplink					
ES0-Expanded Storage					
SC0-Security Cameras					
TEL-Telephones					
CRO-Computer Refresh					
LC0-Laptop Carts					
SCN-Eduphoria Scanners					
IA0-Interact		(\$2,646,000.00)			
TOTAL	\$34,326,000.00	(\$5,657,040.00)	\$28,668,960.00	\$28,257,578.32	\$411,381.68
TOTAL TECHNOLOGY BOND	\$34,326,000.00				
REMAINING TECHNOLOGY BOND	\$411,381.68				
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	\$5,167,700.00	\$0.00
Add Air to Buses	\$1,335,000.00	\$0.00	\$1,335,000.00	\$1,078,534.47	\$256,465.53
Smart Tag	\$500,000.00	\$7,300.00	\$507,300.00	\$425,646.61	\$81,653.39
TOTAL	\$7,010,000.00	\$0.00	\$7,010,000.00	\$6,671,881.08	\$338,118.92
TOTAL TRANSPORTATION BOND	\$7,010,000.00				
REMAINING TRANSPORTATION BOND	\$338,118.92				
2017 BOND Totals	\$445,451,000.00	\$0.00	\$445,451,000.00	\$405,634,047.44	\$39,816,952.56

LAMAR CISD 2017 BOND PROGRAM - PROJECT LIST

PROJECTS	2018			2019			2020			2021			2022			2023			2024										
	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	
Austin ES & Seguin ES Re-Roof	CONSTR			WARRANTY																									
Terry HS & George JHS Serving Lines	CONSTRUCTION						WARRANTY																						
Classroom Intruder Locksets	CONSTRUCTION						WARRANTY																						
High School Artificial Turf & Tracks																													
Foster HS Athletic Improvements																													
CES, WES, WMS, NMS Improv.																													
ES Cooler/Freezer Replacement																													
High School LOTE Lab Installation																													
Fuel Tank Replacement																													
Traylor Stadium Pressbox																													
Austin, Bowie, D. Smith, T. Ray & Jackson Improv.																													
FHS, BHS, JES, PES, LES Improv.																													
Jane Long Historical Gym Renovations																													
ALC Additions & Renovations																													
Morgan Elementary (#29)																													
Phelan Elementary (#30)																													
Terrell Elementary (#31)																													
Randle High School & Wright Junior High																													
Lamar Complex Exterior Improvements																													
Lamar HS & JHS Add & Renov.																													
Terry HS & GJHS Add & Renov.																													
HS Multi-Purpose MS Orchestra Additions																													
Brazos Crossing Exterior																													

Monthly Report June 2022

Lamar Consolidated High School Tennis Courts

50% of tennis courts have been removed.

Preparing entrance to construction site off of Mustang Drive.



Adriane Gray Elementary School

Ongoing forms for concrete at parking lot.

Grade beam installation commenced.



Willie Melton Elementary School

Construction Manager at Risk is onboard.



Police Station

Proposal Opening is scheduled for 5/26.

Austin Elementary Additions & Renovations

Construction is in progress.

Classroom addition preparations are in progress.

Huggins Elementary Additions & Renovations

Construction is in progress.

Bowie Elementary & Beasley Elementary Additions & Renovations

Construction is in progress

Front office addition preparations are in progress.





Jackson Elementary School Additions & Renovations

Construction is in progress.

Front office addition preparations are in progress.



Terry High School & George Junior High Renovations

Phase 1:

Guaranteed Maximum Price (GMP) #1 material procurement is in process.

Guaranteed Maximum Price (GMP) #2 material procurement is in process.

Phase 2:

DD is scheduled is on the May Board

Agenda.

**Dickinson Elementary, Campbell Elementary
and Williams Elementary Improvements**

Construction is in progress.



BOND 2020 REFERENDUM SUMMARY					
PROJECT NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
ALC/1621 Additions	\$2,000,000.00	(\$1,640,000.00)	\$360,000.00	\$225,657.97	\$134,342.03
Randle High School Shell Space Build-Out	\$3,029,430.00	(\$1,891,675.00)	\$1,137,755.00	\$250,956.39	\$886,798.61
LAMAR High School Tennis Courts	\$2,798,007.00	(\$28,000.00)	\$2,770,007.00	\$2,465,577.00	\$304,430.00
High School #7 (Design Only)	\$4,510,000.00	\$0.00	\$4,510,000.00	\$0.00	\$4,510,000.00
Junior High School # 7 (Design Only)	\$2,090,000.00	\$0.00	\$2,090,000.00	\$0.00	\$2,090,000.00
Elementary School #32	\$32,381,373.00	(\$538,473.00)	\$31,842,900.00	\$30,134,524.00	\$1,708,376.00
Elementary School #33	\$32,381,373.00	(\$1,620,000.00)	\$30,761,373.00	\$926,502.00	\$29,834,871.00
Elementary School #34 Non Construction Cost	\$0.00	\$5,054,419.82	\$5,054,419.82	\$1,594,171.55	\$3,460,248.27
Middle School #6 Non Construction Cost	\$0.00	\$5,065,690.37	\$5,065,690.37	\$1,491,636.46	\$3,574,053.91
LAMAR High School & Junior High School (Re-Roof)	\$9,851,758.00	(\$500,000.00)	\$9,351,758.00	\$0.00	\$9,351,758.00
Phase 2 Projects	\$17,324,772.00	(\$17,324,772.00)	\$0.00	\$0.00	\$0.00
Pink Elementary, Long Elementary (Re-Roof)	\$2,501,018.00	(\$122,500.00)	\$2,378,518.00	\$0.00	\$2,378,518.00
Wessendorff Middle School Foundation and Re-Roof	\$6,350,611.00	(\$325,000.00)	\$6,025,611.00	\$261,250.00	\$5,764,361.00
Fulshear Transportation Visual Recording	\$66,768.00	(\$700.00)	\$66,068.00	\$21,350.14	\$44,717.86
Police Station	\$5,511,240.00	(\$275,000.00)	\$5,236,240.00	\$310,550.00	\$4,925,690.00
Huggins Elementary Additions and Renovations Replace sanitary sewer lines; upgrade LED	\$5,168,504.00	(\$723,504.00)	\$4,445,000.00	\$3,964,888.96	\$480,111.04
Austin Elementary School Additions and Renovations New Security Vestibule; add curtain to stage; renovate student restrooms; repair walls and floors due to leveling; relace doors and hardware; video and repair sanitary sewer lines; video access control; replace sound system	\$3,718,075.00	(\$8,713.00)	\$3,709,362.00	\$3,573,894.60	\$135,467.40
Bowie Elementary and Beasley Elementary Additions and Renovations Bowie Elementary - Repair walls; replace extior windows; renovate restrooms' replace boiler, fan coil units, air handlers, and split system A/C's; replace intercome; upgrade LED lighting; new secure vestibule additon; install ADA playground ramp; replace exterior doors and windows Beasley ES - repair gym floor; replace ceiling in portable; install ADA playground ramp; replace stage curtain; replace case in teacher's lounge; upgrade circuit breakers and LED lighting; new secure vestibule additon	\$6,338,494.00	\$515,863.00	\$6,854,357.00	\$6,392,337.57	\$462,019.43
Navarro Middle School, Ray Elementary School, Meyers Elementary School & Seguin ECC Vestibules	\$7,512,128.00	(\$89,539.00)	\$7,422,589.00	\$972,974.89	\$6,449,614.11
Terry High School and George Junior High School Renovations (Phase One) Terry HS - Replace roof, metal roof; repair leaks in auditorium; new water lines and water fountains George JHS - Remove wall in Ag Shop; renovate choir; renovate all flooring; replace casework; replace exterior doors in athletic area; replace VCT in cafeteria with procelain tile; upgrade LED lighting; replace sanitary lines in kitchen and boy's locker room; replace roof; replace serving line doors	\$14,530,751.00	(\$177,830.00)	\$14,352,921.00	\$3,716,393.00	\$10,636,528.00
Jackson Elementary School Additions and Renovations Repair strutural issues; upgrade LED lighting; upgrade electrical panel; sound system/additional cameras; replace roof; replace wall cladding; replace exterior windows; New secure vestibule additon; playground	\$5,426,335.00	(\$12,763.00)	\$5,413,572.00	\$5,168,334.05	\$245,237.95
Dickinson Elementary School, Campbell Elementary School and Willimas Elementary School Additions and Renovations Williams ES - Add parent drop-off canopy; add new concrete bus drive; replace exterior windows Dickinson ES - Repair concrete sidewalk and curb; Reroof Campbell ES - Replace chalk boards with white boards; address foundation issues; install VFD on heating water pumps; replace heating water piping and heating water pumps; Reroof	\$5,182,260.00	(\$226,588.00)	\$4,955,672.00	\$1,240,923.00	\$3,714,749.00
Orchestra Additions Foster HS; Brisco JHS; George Ranch HS; Reading JHS; Fulshear HS; Leaman JHS	\$8,445,375.00	(\$114,075.00)	\$8,331,300.00	\$835,875.00	\$7,495,425.00
Child Nutrition Renovation and Equipment Upgrade	\$0.00	\$2,351,625.00	\$2,351,625.00	\$1,150,259.68	\$1,201,365.32
Available Savings Project		\$588,437.00	\$588,437.00	\$0.00	\$588,437.00
TOTAL	\$177,118,272.00	(\$12,043,096.81)	\$165,075,175.19	\$64,698,056.26	\$100,377,118.93
TOTAL FACILITY & PLANNING BOND	\$177,118,272.00				
REMAINING FACILITY & PLANNING BOND	\$100,377,118.93				

BOND 2020 TECHNOLOGY SUMMARY					
ITEM NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
Districtwide Switch Upgrade					
Security Camera System Expansion					
Districtwide Wireless Upgrade					
Interactive White Boards					
District UPS Upgrades					
MDF/IDF A/C Installation					
Server/Storage System Expansion					
End User Phone Refresh					
Secondary Path Fiber Rosenberg/Fulshear					
Student Laptops (Prop D)					
Ipads (Prop D)					
Staff Laptops (Prop D)					
Desktop Computers (Prop D)					
TOTAL	\$40,051,728.00	\$4,829,378.96	\$44,881,106.96	\$36,730,433.47	\$8,150,673.49
TOTAL TECHNOLOGY BOND (Prop A & D)	\$40,051,728.00				
REMAINING TECHNOLOGY BOND	\$8,150,673.49				

Denotes projects in process

BOND 2020 TRANSPORTATION SUMMARY					
ITEM NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
New Buses	\$3,120,000.00	\$0.94	\$3,120,000.94	\$3,078,068.00	\$41,932.94
Rosenberg Building Additions & Renovations		\$0.00	\$0.00	\$0.00	\$0.00
Upgrade Bus Camera System	\$810,000.00	\$0.00	\$810,000.00	\$530,192.94	\$279,807.06
TOTAL	\$3,930,000.00	\$0.94	\$3,930,000.94	\$3,608,260.94	\$321,740.00
TOTAL TRANSPORTATION BOND	\$3,930,000.00				
REMAINING TRANSPORTATION BOND	\$321,740.00				

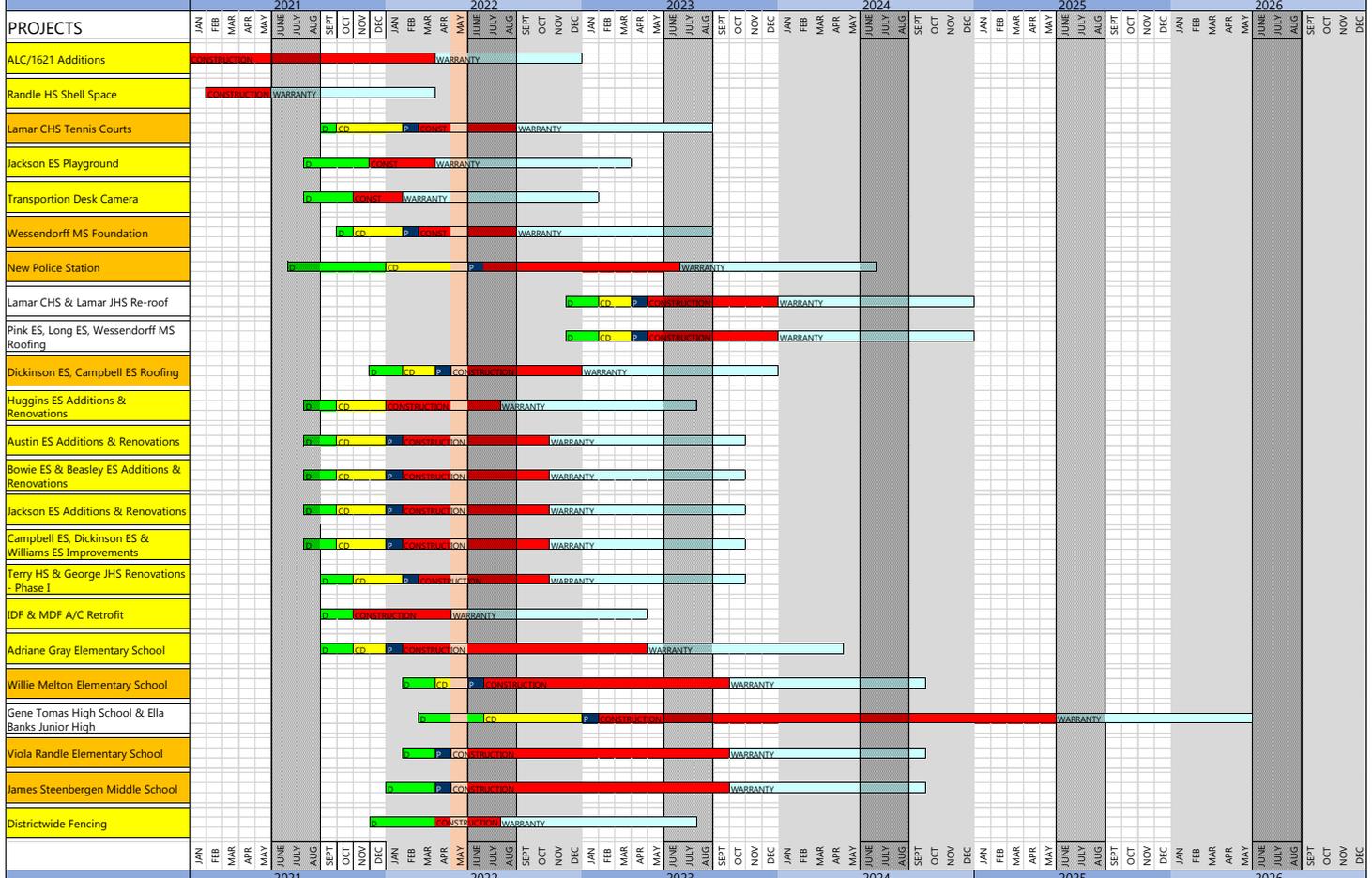
BOND 2020 SECURITY & SAFETY SUMMARY					
ITEM NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
Radio System & Radios; Districtwide Fence Improvements	\$3,400,000.00	\$0.00	\$3,400,000.00	\$1,554,547.46	\$1,845,452.54
TOTAL	\$3,400,000.00	\$0.00	\$3,400,000.00	\$1,554,547.46	\$1,845,452.54
TOTAL SECURITY & SAFETY BOND	\$3,400,000.00				
REMAINING SECURITY & SAFETY BOND	\$1,845,452.54				

BOND 2020 FF&E SUMMARY					
ITEM NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
Districtwide Furniture Refresh	\$5,500,000.00	\$0.00	\$5,500,000.00	\$5,099,910.44	\$400,089.56
TOTAL	\$5,500,000.00	\$0.00	\$5,500,000.00	\$5,099,910.44	\$400,089.56
TOTAL FF&E BOND	\$5,500,000.00				
REMAINING FF&E BOND	\$400,089.56				

BOND 2020 LAND SUMMARY					
ITEM NAME	ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE
Facilities and Planning	\$0.00	\$4,517,762.00	\$4,517,762.00	\$1,093,065.19	\$3,424,696.81
Land Aquisition	\$10,000,000.00	\$5,563,099.81	\$15,563,099.81	\$0.00	\$15,563,099.81
TOTAL	\$10,000,000.00	\$10,080,861.81	\$20,080,861.81	\$1,093,065.19	\$18,987,796.62
TOTAL LAND BOND	\$10,000,000.00				
REMAINING LAND BOND	\$18,987,796.62				

2020 BOND Totals					
ORIGINAL BUDGET	BUDGET CHANGE	PROJECT BUDGET	COMMITTED	BALANCE	
\$240,000,000.00	\$2,867,144.90	\$242,867,144.90	\$112,784,273.76	\$130,082,871.14	

LAMAR CISD BOND 2020 PROGRAM - PROJECT LIST-(1st SALE)



Denotes projects under construction
 Denotes projects in process

INFORMATION ITEM: DATES FOR REGULAR AND SPECIAL SCHOOL BOARD MEETINGS FOR 2022-2023 SCHOOL YEAR

Each year the Board sets the dates for its regular school board meetings for the coming year. All regular meetings are scheduled for 6:30 p.m. at the Brazos Crossing Administration Building, 3911 Avenue I, Rosenberg.

2022

July 27	Regular Board Meeting
August 22	Regular Board Meeting
September 20	Regular Board Meeting
October 18	Regular Board Meeting
November 15	Regular Board Meeting
December 13	Regular Board Meeting

2023

January 17	Regular Board Meeting
February 21	Regular Board Meeting
March 21	Regular Board Meeting
April 18	Regular Board Meeting
May 16	Regular Board Meeting
June 20	Regular Board Meeting
No July meeting	

The following conferences are scheduled for 2022–2023:

- TASB Summer Leadership Institute – June 15 – 18, 2022 in San Antonio
- TASA/TASB Convention – September 23 – 25, 2022 in San Antonio

Resource Person: Dr. Roosevelt Nivens, Superintendent of Schools

INFORMATION ITEM: SCHOOL SAFETY AND SECURITY UPDATE

School Safety is always a top priority at Lamar CISD. The Police Department and School Safety Department continually work to provide Lamar CISD with a safe and healthy learning environment. Everyone at Lamar CISD must feel safe in order to provide a productive learning environment for students and staff.

School Security involves a wide range of multi-faceted measures designed to address identified risk. A high-level overview of the School Safety and Security measures will be presented. District and campus staff continually review these measures to address identified weaknesses and make improvements to our plans.

Resource Persons: Dallis Warren, Chief of Police
David Pollard, School Safety Coordinator

INFORMATION ITEM: BUDGET WORKSHOP/UPDATE

Jill Ludwig and Yvonne Dawson will provide the Board of Trustees details regarding the 2022-2023 budget.

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

**DISCUSSION OF DATE FOR PUBLIC MEETING TO DISCUSS BUDGET AND
PROPOSED TAX RATE**

RECOMMENDATION:

That the Board of Trustees approve August 22, 2022 as the date for the public meeting to discuss budget and the proposed tax rate.

PROGRAM DESCRIPTION:

After the Board agrees upon the proposed tax rate and publishes the notice, the board must call the required public meeting to discuss the budget and proposed tax rate. At least 10, but no more than 30 days before the public meeting, the Notice of Public Meeting to Discuss Budget and Proposed Tax Rate must be published in strict accordance with the requirements of Texas Education Code Section 44.004. The budget must be approved by law prior to September 1.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF PROPOSED TAX RATE THAT WILL BE PUBLISHED IN THE
NOTICE FOR THE PUBLIC MEETING**

RECOMMENDATION:

That the Board of Trustees approve the tax rate to be published in the newspaper in the Notice of Public Meeting to Discuss Budget and Proposed Tax Rate.

M&O: \$ _____

I&S: \$ _____

Total: \$ _____

IMPACT RATIONALE:

The two-part tax rate and additional information will be presented at the meeting during the Budget Update. The Maintenance and Operations rate will be proposed separately from the Interest and Sinking rate.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF DESIGNATION OF OFFICER/EMPLOYEE RESPONSIBLE FOR
CALCULATING THE NO-NEW-REVENUE TAX RATE AND VOTER-APPROVAL
RATE**

RECOMMENDATION:

That the Board of Trustees approve Yvonne Dawson as the designated officer/employee responsible for calculating the no-new-revenue tax rate and the voter-approval tax rate.

IMPACT/RATIONALE:

The calculation of these two rates is a legal requirement and provides additional transparency to taxpayers.

PROGRAM DESCRIPTION:

In accordance with the requirements of Texas Education Code Section 26.04 (c-2), the officer or employee designated by the governing body of the taxing unit shall calculate the no-new-revenue tax rate and voter-approval tax rate using the certified estimate of taxable value.

The no-new-revenue tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year, based on a tax rate that would produce the same amount of taxes if applied to the same properties taxed in both years (no new taxes). The voter-approval tax rate is the maximum rate that a taxing entity can levy without requiring a tax rate ratification election for approval by voters.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

DISCUSSION OF POLICY ADDITIONS, REVISIONS, AND RECOMMENDATIONS

RECOMMENDATION:

That the Board of Trustees select the appropriate EF or EFA/EFB policy for Lamar CISD from the options of the Texas Education Agency EFB policy recommendation, the Texas Association of School Boards EF, EFA, and EFB policy recommendation, or the Lamar Consolidated ISD EFB policy recommendation. Also, that the Board of Trustees approve the revised CW (Local) Policy, related to the approval of school mascots, as presented.

IMPACT/RATIONALE:

The Texas Education Agency and Texas Association of School Boards have provided recommended policy options for EF, EFA, and/or EFB. A committee of Lamar CISD teachers, parents, campus administrators, district administrators, students, and librarians met to review policy recommendations from the Texas Education Agency and the Texas Association of School Boards. The committee made recommendations regarding key items they felt should be included in a final Lamar Consolidated Independent School Board policy regarding the selection and review of library books. Attached is a summary of key elements found in each policy option. The proposed policy options and supporting materials will be provided separately.

To ensure that all mascots chosen for Lamar CISD campuses are appropriate for branding and meets Lamar CISD standards, the proposed policy will allow for the final approval of school mascots rest with the Board of Trustees.

PROGRAM DESCRIPTION:

EF, EFA, and EFB policies establish requirements related to instructional materials in Lamar CISD. These policies include guidance on parent engagement and considerations, protection from inappropriate material, selection guidelines, challenged resource procedures, and library maintenance.

We are aligning Board Policy to our current practice of the Board of Trustees approving all campus mascots.

Submitted by: Dr. Terri Mossige, Chief Learning Officer
Katie Marchena-Roldan, Executive Director of Teaching and Learning
Dr. Chad Jones, Director of Digital Learning
Alphonso Bates, Chief Student Services Officer and Human Resources

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF AMENDMENT NO. 3 TO RFP 12-2021RF, THE HVAC FULL
COVERAGE MAINTENANCE AND SERVICE AGREEMENT**

RECOMMENDATION:

That the Board of Trustees approve Amendment 3 of \$23,175 per year to the RFP 12-2021RF, full coverage maintenance and service agreement with Texas AirSystems and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The current contract with Texas AirSystems does not include water treatment for the Randle High School Central Plant and the preventative maintenance for HVAC units installed for the IDF/MDF Project at Foster High School, Briscoe Junior High and Wertheimer Middle School. Amendment 3 will add the water treatment service at Randle High School Central Plant and the preventative maintenance to 18 units and associated equipment at Foster High School, Briscoe Junior High and Wertheimer Middle School to the full coverage maintenance and service agreement.

PROGRAM DESCRIPTION:

Upon approval, the Board President will execute the agreement document to Texas AirSystems to include water treatment for the Randle High School Central Plant and the preventative maintenance for the HVAC units installed for the IDF/MDF Project at Foster High School, Briscoe Junior High and Wertheimer Middle School to the RFP 12-2021RF, HVAC Full Coverage Maintenance and Service Agreement.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

Amendment III to RFP 12-2021RF

HVAC Full Coverage Maintenance & Service Agreement

August 16, 2022

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

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

Therefore the parties agree to the following:

LCISD will pay TAS in the amount of Twenty-Three Thousand One Hundred Seventy-five Dollars (\$23,175.00) per year to perform these tasks at the following locations:

- Randle HS Central Plant Water Treatment \$6,000.00
 - HVAC water treatment for the Randle/Wright Complex

- IDF/MDF Project, Foster HS, Briscoe JH, Wertheimer MS \$17,175.00
 - Preventative Maintenance of 18 HVAC systems and associated equipment.

Performance of Scope of Services will correspond with RFP 12-2021, HVAC Full Coverage Maintenance & Service Agreement Documents.

Length of the Agreement: June 1, 2022, to June 30, 2024.

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

Agreed to:
Lamar Consolidated Independent School District

Agreed to:
Texas AirSystems

By: _____
Authorized Signature

By: _____
Authorized Signature

Authorized Name (print)

Authorized Name (print)

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

Contractor Address:
Texas AirSystems
9021 S. Sam Houston Pkwy W #100
Missouri City, Texas 77489
(832) 342-7000



April 11, 2022

Paul Gutowsky
Energy Coordinator
Lamar Consolidated ISD

Reference:

- Randle HS Central Plant Water Treatment
- IDF/MDF Project, Foster HS, Briscoe JH, Wertheimer MS

Texas AirSystems is pleased to provide the following pricing for your review:

- Randle HS Central Plant Water Treatment \$6,000.00
 - HVAC water treatment for the Randle/Wright Complex
- IDF/MDF Project, Foster HS, Briscoe JH, Wertheimer MS \$17,175.00
 - Preventative Maintenance of 18 HVAC systems and associated equipment.

The total costs for these services will be \$23,175.00 per year.

Performance of scope will be as it pertains to the HVAC Service Agreement, RFP 12-2021RF.
Services will begin June 1, 2022, and continue for the duration of the current RFP 12-2021RF.

Regards,

Scott Sory

Scott Sory
Regional Operations Manager

**DISCUSSION OF GUARANTEED MAXIMUM PRICE AMENDMENT #1 FOR THE
NEW MELTON ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve an amendment to the contract with Joeris General Contractors to establish the Guaranteed Maximum Price (GMP) #1 for the new Melton Elementary School in the amount of \$_____.

IMPACT/RATIONALE:

VLK Architects, Inc. will be presenting the guaranteed maximum price amendment to the contract with Joeris General Contractors. Joeris General Contractors is the construction manager at risk for the new Melton Elementary School. This amendment will establish the first GMP in the construction process of this school.

PROGRAMM DESCRIPTION:

The 2020 Bond Referendum includes the construction of the new Melton Elementary School. At the regular Board meeting on March 22, 2022, the Board approved Joeris General Contractors as the Construction Manager at Risk for this project. GMP #1 will cover the access road to the site and clear the site of brush and trees. Clearing the site allows for survey, topography and geotechnical to proceed.

Submitted by: Greg Buchanan, Chief Operations Officer
J. Kevin McKeever, Bond Program Office Director

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent

**DISCUSSION OF DESIGNATION OF CARMEN P. TURNER, MPA AS
TAX ASSESSOR-COLLECTOR FOR LAMAR CISD**

RECOMMENDATION:

That the Board of Trustees consider renewing the designation of Carmen P. Turner, MPA as Tax Assessor-Collector for Lamar CISD by interlocal agreement.

RATIONALE:

Lamar CISD has contracted with the Fort Bend County Tax Assessor-Collector (“the County”), via interlocal agreement and renewal terms, for the assessment and collection of taxes since September 1, 1999. Services provided by the County have been of high quality and have created operational efficiencies for the District.

The costs of the services provided in the attached agreement for the 2022-2023 year are:

- Forty cents (\$0.40) per parcel per year, an increase of \$0.05 per parcel per year,
- One dollar (\$1.00) per account to add delinquent accounts to the County’s records,
- Two dollars, seventy-seven cents (\$2.77) per account outside of Fort Bend County, and
- Other costs as incurred by the County for additional services requested by the District or mandated by state statute.

The current year costs for 2021-2022 are \$37,485.35 (107,101 parcels at \$0.35 per parcel).

PROGRAM DESCRIPTION:

The agreement shall be effective as of the date executed by both parties and shall terminate on June 30, 2023. Automatic annual renewal terms are provided for upon mutual agreement thereafter and through June 30, 2027 unless terminated sooner by the parties.

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

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent



COUNTY TAX ASSESSOR-COLLECTOR

Fort Bend County, Texas

Carmen P. Turner, MPA
County Tax Assessor-Collector

(281) 341-3710
Fax (832) 471-1830
www.fbctx.gov

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

INTERLOCAL COOPERATION AGREEMENT FOR THE COLLECTION OF TAXES

This Agreement ("Agreement") is made and entered into by and between the County of Fort Bend, Texas, with the agreement, consent, and participation of the Fort Bend County Tax Assessor/Collector (singularly or collectively referred to as "County" or "County Tax Assessor/Collector"), and Lamar Consolidated Independent School District, a taxing entity in the State of Texas.

RECITALS

WHEREAS, Section 6.24 of the Texas Property Tax Code and the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended, authorize political subdivisions of the State of Texas to enter into interlocal contracts for the provision of tax assessing and collecting services; and

WHEREAS, Fort Bend County acting by and through its Commissioner's Court with the approval of the County Tax Assessor-Collector, hereinafter referred to as the "County," has agreed to provide tax assessing and collecting services for Lamar Consolidated Independent School District; and

WHEREAS, Lamar Consolidated Independent School District acting by and through its governing body, having authorized their President to execute this Agreement has agreed to authorize the County to provide tax assessing and collecting services for it in the form and manner most efficient and economical to it and its taxpayers; and

WHEREAS, Lamar Consolidated Independent School District has the authority to authorize the County to act as its tax assessor and collector, and the County has the authority to act in that capacity;

NOW, THEREFORE, for and in consideration as hereinafter expressed and the mutual condition set out herein, it is agreed by and between the County and Lamar Consolidated Independent School District as follows:

ARTICLE I
PURPOSE

The purpose of this Agreement is to designate and allow the Fort Bend County Tax Assessor/Collector as the Tax Assessor/Collector for Lamar Consolidated Independent School District for the collection of ad valorem taxes, including penalties, interest and attorney's fees for the collection of taxes owed Lamar Consolidated Independent School District in Fort Bend County.

ARTICLE II
TERM

- 2.01 This Agreement shall be effective as of date executed by both Parties and shall terminate on June 30, 2023.
- 2.02 This Agreement shall automatically renew each July 1 for up a one (1) year term thereafter and through June 30, 2027, unless sooner terminated as provided herein.
- 2.03 Lamar Consolidated Independent School District may terminate this agreement at any time by providing ninety (90) days advanced written notice to County.
- 2.04 County may terminate this agreement without cause by providing written notice to Lamar Consolidated Independent School District no later than six (6) months in advance of the expiration of the initial term of this Agreement or any renewal term.
- 2.05 In the event of termination of this Agreement by Lamar Consolidated Independent School District, Lamar Consolidated Independent School District shall assume all contractual obligations entered into with County for services rendered Lamar Consolidated Independent School District for the duration of the term of the Agreement and any renewal, and County shall be relieved of all contractual obligations under this agreement.
- 2.06 As soon as practicable after the date of termination or the expiration of this Agreement, the County shall submit a final report containing the information set forth in Article III. At that time, distribution of the amount due to Katy Independent School District shall be made or Lamar Consolidated Independent School District shall be invoiced for any amounts due from Lamar Consolidated Independent School District pursuant to the terms of this Agreement. Payment by Lamar Consolidated Independent School District shall be due and payable, no later than thirty (30) days after receipt of an invoice. Copies of all reports and all records of Lamar Consolidated Independent School District shall be delivered to Lamar Consolidated Independent School District when and if this Agreement is terminated or upon its expiration if not sooner terminated.

ARTICLE III
OBLIGATION OF COUNTY

- 3.01 For the purposes and consideration herein stated and contemplated, County shall provide tax collection services by and through the Tax Assessor for Lamar Consolidated Independent School District for tax accounts within the jurisdiction of

- Lamar Consolidated Independent School District, limited to Fort Bend County accounts.
- 3.02 Lamar Consolidated Independent School District hereby designates the County Tax Assessor/Collector as its Tax Assessor/Collector for purposes of compliance with Chapter 26 of the Texas Property Tax Code, as amended, for Fort Bend County accounts.
- 3.03 County shall perform all the duties required by law of the Tax Assessor-Collector of Lamar Consolidated Independent School District with regard to assessing and collection of ad valorem taxes.
- 3.04 Lamar Consolidated Independent School District shall adopt a tax rate in accordance with Tax Code 26.05 (a)
- 3.05 Lamar Consolidated Independent School District hereby expressly authorizes County to do and perform all acts necessary and proper to collect taxes for Lamar Consolidated Independent School District, including but not limited to:
- A. Calculation of taxes, preparation of current and delinquent tax rolls, pro-ration of taxes, correction of clerical errors in tax rolls, collection of current liabilities, collection of delinquent taxes, issuance of refunds.
 - B. County shall assess and collect the ad valorem property taxes owing to the Lamar Consolidated Independent School District. The term "assess" does not include those functions defined as "appraisal" by the Property Tax Code.
 - C. The county shall produce a consolidated tax statement for both County and Lamar Consolidated Independent School District taxes.
 - D. County shall prepare consolidated tax statements for each parcel on the tax rolls of Lamar Consolidated Independent School District.
 - E. County shall mail statements.
 - F. County shall mail notices of delinquent service charges in accordance with Section 33.07, 33.08 and 33.11 of the Texas Property Tax Code.
 - G. County shall perform for Lamar Consolidated Independent School District all duties provided by law of the State of Texas for the collection of taxes.
 - H. County shall perform any additional, reasonable services, which may be requested by Lamar Consolidated Independent School District. County shall bill all additional services to Lamar Consolidated Independent School District at actual costs.
- 3.06 County shall provide the following reports, upon request, by Lamar Consolidated Independent School District:
- A. Report of the current year tax levy, showing taxable value, exemptions, abatements, net taxable values, tax rate, and tax levy for each parcel of property;
 - B. Remittance report with each remittance to Lamar Consolidated Independent School District showing the taxes paid by year, amount paid, principal and interest paid, service charge paid, etc.;
 - C. Monthly report of tax activity showing the amount of initial levy, collections during month for both current and delinquent taxes, adjustments during the month, and the year-to-date collections percentage of current levy; and

- D. Any additional reports, which may be requested by the Lamar Consolidated Independent School District.
- 3.07 The taxes collected by County for Lamar Consolidated Independent School District shall be remitted as follows:
 - A. a credit/debit memo within same depository bank; or
 - B. by ACH; or
 - C. by wire to Lamar Consolidated Independent School District's designated depository or agent; or
 - D. By check mailed to Lamar Consolidated Independent School District.
- 3.08 Lamar Consolidated Independent School District shall provide written notification to County of the manner in which taxes shall be remitted, as described in Section 3.07 above.
- 3.09 The taxes collected by County shall be remitted at least once per week.
- 3.10 Wire transfers shall incur a charge of five dollars (\$5.00) for each transfer.
- 3.11 Refunds to taxpayers and taxpayer checks returned from banks shall be deducted from the County's remittance to Lamar Consolidated Independent School District.

ARTICLE IV
OBLIGATIONS OF Lamar Consolidated Independent School District

- 4.01 Lamar Consolidated Independent School District agrees to promptly deliver to County all records necessary to perform its duties under the terms of this Agreement.
- 4.02 For services rendered pursuant to this Agreement, Lamar Consolidated Independent School District agrees to pay County for the actual costs incurred, for assessing or collecting taxes Lamar Consolidated Independent School District in accordance with Tax Code Section 6.27. The Parties acknowledge and agree that these amounts as of the date of this Execution are as follows:
 - A. **Forty cents (\$0.40) per parcel per year;**
 - B. **One dollar (\$1.00) per account to add delinquent accounts to County's records; and**
 - C. **Two dollars and seventy-seven cents (\$2.77) per account outside of Fort Bend County.**
 - D. **Other costs for which Lamar Consolidated Independent School District will reimburse the County for actual costs incurred for any additional services requested by Lamar Consolidated Independent School District or mandated by state statute.**
- 4.03 County will review actual costs annually and advise Lamar Consolidated Independent School District of any cost change in advance of the auto renewal. The Agreement will then renew at those rates without need to amend this document unless otherwise terminated by the Parties.
- 4.04 Lamar Consolidated Independent School District shall pay to County the cost of assessment and collection as provided in Section 4.02. The payment shall be remitted to County after the mailing of consolidated tax statements and no more than 30 days after receipt of County invoice.

ARTICLE V
ADMINISTRATIVE PROVISIONS

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

ARTICLE VI
LIABILITY

- 6.01 Each party to this Agreement agrees that it shall have no liability whatsoever for the actions or omissions of an individual employed by another party, regardless of where the

individual's actions occurred. Each party is solely responsible for the actions and/or omissions of its employees and officers.

ARTICLE VII
MISCELLANEOUS

7.01 This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas.

7.02 No assignment of this Agreement or of any right accrued hereunder shall be made, in whole or in part, by either party without the prior written consent of the other party. Venue shall be in Fort Bend County, Texas.

7.03 The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary approvals have been duly passed and approved and are now in full force and effect.

7.04 The parties to this Agreement do not intend by this Agreement that any specific third party may obtain a right by virtue of the execution of performance of this Agreement.

7.05 In the event that any one or more of the terms, provisions or conditions 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 the other terms, provisions or conditions; and the Agreement shall be construed as if such invalid, illegal, or unenforceable term, provision or condition had never been contained in it.

7.06 The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

7.07 This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

ARTICLE VIII
NOTICES

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

To County: The Honorable Carmen Turner
Fort Bend County Tax Assessor-Collector
1317 Eugene Heimann Circle
Richmond, Texas 77469-3623

To Lamar Consolidated Independent School District:
Lamar Consolidated Independent School District
Attn: Jill Ludwig, CFO
3911 Ave I
Rosenberg, TX 77471-3901

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

ARTICLE IX
ENTIRE AGREEMENT

9.01 This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto, except as provided in Section 4.03 of this Agreement.

FORT BEND COUNTY:

Attest:

KP George
County Judge

Laura Richard, County Clerk

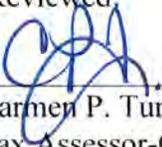
Date: _____

Lamar Consolidated Independent School District:

Attest:

Date: _____

Reviewed:



Carmen P. Turner, MPA
Tax Assessor-Collector

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**DISCUSSION 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 2022-2023 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 LCISD Community Center staff. State foundation special education contact hours and federal special education funds support the services provided at the BTTC.

PROGRAM DESCRIPTION:

The agreement with Texana Center governs the responsibilities of both BTTC and Lamar CISD staff. The current agreement is being recommended to govern responsibilities for the 2022-2023 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 intellectually disabled 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 Learning 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 2022, upon execution by both parties, and shall continue in full force and effect through July 2023. If the agreement made in this Agreement is to be continued beyond July 2023, 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:

DISCUSSION OF RESOLUTION PROCLAIMING HISPANIC HERITAGE MONTH

RECOMMENDATION:

That the Board of Trustees approve the attached resolution designating September 15 – October 15, 2022 as “Hispanic Heritage Month” in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

September 15 – October 15 was designated by presidential proclamation as the time to celebrate the rich heritage of Hispanic Americans and the many contributions they have made to American culture.

Hispanic Heritage Month begins on September 15, the anniversary of independence for five Latin American countries—Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. In addition, Mexico declared its independence on September 16 and Chile on September 18.

Submitted by: Sonya Cole-Hamilton, Chief Communications Officer

Recommended for approval:



Dr. Roosevelt Nivens
Superintendent of Schools

Resolution

Whereas, September 15 is the anniversary of Independence Day for five Latin American countries, and is celebrated as a major cultural event by Hispanics in this country and across the Americas; and

Whereas, it is appropriate to recognize the rich heritage and the significant contributions to American life by persons of Hispanic ancestry; and

Whereas, schools are in a unique position to share an appreciation of Hispanics among children from all races and backgrounds; and

Whereas, Lamar CISD schools commemorate Hispanic Heritage Month with special activities and observances;

Therefore, the Board of Trustees of the Lamar Consolidated Independent School District declares September 15 – October 15, 2022 as **Hispanic Heritage Month in Lamar CISD** and encourages members of our community to share in this celebration of our diverse American heritage.

August __, 2022



Alex Hunt, President

Zach Lambert, Secretary