

**AGENDA OF SCHOOL DISTRICT REGULAR MEETING
BOARD OF TRUSTEES
RANDOLPH FIELD INDEPENDENT SCHOOL DISTRICT
MARCH 30, 2020**

A Regular Meeting of the Board of Trustees of Randolph Field Independent School District will be held **March 30, 2020, beginning at 4:15 PM in the RANDOLPH FIELD ISD PO BOX 2217, Bldg 1100 Randolph AFB Universal City, TX 78148.**

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. Call to Order
2. Quorum
3. Public Testimony
4. Public Comment
5. Closed Session For the purpose of consideration of matters for which closed or executive sessions are authorized by the Title 5, Chapter 551, Texas Govt. Code Section 551.074 Personnel Matters, Discuss employment of Superintendent
6. Consideration of Approval to Offer the Position and Contract to Dr. Brian Holt as Superintendent 2
7. Deliberation and possible action to award construction contract and adopt project budget for the Randolph Elementary School Replacement project. 8
8. Consent Agenda: Review, Consider and take possible action concerning:
 - A. February 27, 2020 Official School Board Minutes 12
 - B. March 3, 2020 Official Board Minutes Special Board Meeting 14
 - C. March 7, 2020 Official Board Minutes Special Board Meeting 15
 - D. March 19, 2020 Official Board Minutes Special Board Meeting 16
 - E. Renew Purchasing Contract with the State of Texas CO-OP 17
 - F. Approval of Municipal Advisory Agreement with Live Oak Public Finance LLC 19
9. Discussion of Financial Reports 25
10. Superintendent's Report
11. Adjourn

STATE OF TEXAS

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COUNTY OF BEXAR

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SUPERINTENDENT CONTRACT

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the Randolph Field Independent School District (the "District") and Brian Holt (the "Superintendent"), and on its Effective Date supersedes any and all prior contracts between the parties.

NOW THEREFORE, the Board and the Superintendent, for and in consideration of the terms stated in the contract do hereby agree as follows:

1. The Board hereby employs the Superintendent on a twelve-month basis per school year, for three (3) years, beginning May 1, 2020, and ending June 30, 2023. The Board and the Superintendent (the "Parties") may extend the term of this Contract by mutual agreement. 2
2. This Agreement is conditioned on the Superintendent providing the necessary certification and experience records, and other records required for District personnel files or payroll purposes according to District policy, State Board for Educator Certification rules, and Texas Education Agency rules. Failure to provide necessary certification or records shall render this Agreement void. Any false statements, misrepresentations, omissions of requested information, or fraud by the Superintendent in or concerning any required records or in the employment application may be grounds for termination.
3. The Superintendent shall serve as the chief executive officer and educational leader of the District and shall perform the duties and responsibilities of Superintendent of Schools for the District as prescribed in state law, the job description, and as may be assigned by the Board. The Superintendent shall perform those duties with reasonable care, skill, and diligence. The Superintendent shall comply with all Board directives, state and federal law and rules, District policy, and regulations as they exist or may hereafter be amended. Texas law shall govern construction of this Agreement.
4. The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties, but may, with prior written consent of the Board, undertake consulting work, speaking engagements, writing, lecturing, and other professional duties and obligations that do not conflict or interfere with the Superintendent's professional responsibilities to the District.
5. The Board agrees to pay the Superintendent an annual salary and other compensation as follows:
 - (a) The District shall provide the Superintendent with an annual salary in the sum of

One Hundred Sixty-One Thousand and No/100 Dollars (\$161,000.00). This annual salary rate shall be paid to the Superintendent in installments, consistent with the Board's policies. At a minimum, the Superintendent shall receive the same annual salary increases/retention stipends that all District contract administrators receive. Additionally, at any other time during the term of this Contract, the Board may, in its sole discretion, review and increase the salary of the Superintendent, with any increase being in the form of either a written addendum to the Contract or a revised contract, and in compliance with State law.

(b) Other Benefits

- (1) Expenses.** The District shall pay or reimburse the Superintendent for reasonable expenses for out-of-district travel directly incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Agreement. The District agrees to pay the actual and incidental costs incurred by the Superintendent for travel; such costs may include, but are not limited to: hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The Superintendent shall comply with all procedures and documentation requirements in accordance with Board policies. The District also agrees to pay the Superintendent a one-time signing bonus of Seven Thousand Five Hundred and No/100 Dollars (\$7,500.00).
- (2) Insurance.** The District shall pay the same premiums for hospitalization, major medical, and dental insurance coverage for the Superintendent pursuant to the group health care plan(s) provided by the District for its employees.
- (3) Cellular Telephone.** The District shall provide the Superintendent with a cellular telephone allowance in the sum of Seventy-Five and No/100 Dollars (75.00) per month.
- (4) Travel Allowance.** The District shall pay the Superintendent with an automobile allowance in the sum of Four Hundred and No/100 Dollars (400.00) per month.
- (5) Vacations, Holiday, Sick Leave.** The Superintendent may take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board for administrative employees on twelve-month contracts, the days to be in a single period or at different times. The vacation days taken by the Superintendent will be taken at such time or times as will least interfere with the performance of the Superintendent's duties as set forth in this Agreement. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on twelve-month contracts. The Superintendent is hereby granted the same number of illness

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benefits and leave as authorized by Board policies for administrative employees on twelve-month contracts.

- (6) **Professional Growth.** The Superintendent may attend and participate in appropriate professional meetings, courses, and seminars at the local, state and national level, with the consent of the Board. The District agrees to pay the dues and fees for the Superintendent to join up to two professional and two local civic organizations, as approved by the Board.
- (7) **TRS Contribution.** The District agrees to pay the Superintendent's contribution to the Teacher Retirement System of Texas (TRS).
- (8) **Annual Cost of Living Increases.** The District agrees to pay the Superintendent the same annual cost of living increases paid to other professional term contract employees.

- 6. The Superintendent cannot be reassigned from the position of Superintendent to another position without the Superintendent's written consent. 4
- 7. The Board shall evaluate and assess in writing the performance of the Superintendent at least once each year during the term of this contract. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description. The evaluation meeting shall be held in closed executive session for the purpose of mutual evaluation of the performance of the District and the Superintendent. The evaluation will include recommendations as to areas of improvements in all instances where the Board deems performances to be unsatisfactory. The Superintendent shall have the right to make a written response to the evaluation. The evaluation format and procedure shall be in accordance with the Board's policies, and state and federal law. The Superintendent shall submit to the Board each year, for the Board's consideration and adoption, a preliminary list of goals for the District. The goals approved by the Board shall be reduced to writing and shall be among the criteria on which the Superintendent's performance is reviewed and evaluated. The goals approved by the Board shall be specific, definitive and measurable.
- 8. In addition to the above annual evaluation and assessment, the Board shall provide the Superintendent with periodic opportunities to discuss the Superintendent – Board relationship.
- 9. Termination or non-renewal of this Contract will be in accordance with the applicable provisions of Chapter 21 of the Texas Education Code and as determined by the Board.
- 10. This Agreement shall be terminated upon the resignation or death of the Superintendent, or upon the Superintendent's retirement under the Teacher Retirement System of Texas. In addition, the Superintendent and the Board may agree in writing to terminate this Agreement pursuant to any mutually agreed upon terms and conditions. Furthermore, the Superintendent may resign, with the consent of the Board, at any time or as allowed by

state law.

11. A determination by the Board that a consolidation of the District with one or more other school districts requires that the contract of the Superintendent be terminated during the term shall constitute good cause for dismissal.
12. The Board has not adopted any policy, rule, regulation, law or practice providing for tenure. No right of tenure is created by this Agreement. No property interest, express or implied, is created in continued employment beyond the contract term.
13. Texas law shall govern construction of this Contract. The Parties agree that venue for any litigation relating to the Superintendent's employment with the District, including this Contract, shall be the county in which the District's administration building is located. If litigation is brought in federal court, the Parties agree that venue shall be the federal district and division in which the main administration building of the District is located. However, **prior to and as a condition precedent** to the institution of any such legal proceeding, the parties hereto agree to attempt to resolve any dispute arising from or with regard to the interpretation or performance of this Agreement through non-binding mediation presided over by a mediator mutually acceptable to the parties.
14. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written between the parties hereto regarding the employment of the Superintendent have been superseded by this Agreement, and this contract constitutes the entire agreement between the parties. This Agreement may not be amended except by written agreement of the parties.
15. The District shall defend, hold harmless and indemnify the Superintendent regarding any claims, demands, duties, actions or other legal or administrative proceedings against the Superintendent for any act or failure to act involving the exercise of judgment and discretion within the normal course and scope of the Superintendent's duties as Superintendent of the District, to the extent and to the limit permitted by law. This section does not apply if the Superintendent is found to have engaged in intentional misconduct, a knowing violation of law, or criminal conduct. The District may fulfill its obligation under this section by purchasing appropriate insurance coverage that benefits the Superintendent. No individual member of the Board shall be personally liable for indemnifying or defending the Superintendent under this section. The District's obligation to indemnify, defend and hold the Superintendent harmless under this section survives the termination of this Contract, provided the acts or omissions giving rise to a claim, demand, duty, action, or legal proceeding occurred within the course and scope of the Superintendent's employment during the term of this Contract. Finally, nothing herein shall obligate the District to provide a legal defense or indemnification for any claim, demand,

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legal proceeding, or action between the Superintendent and the District or its Board.

16. Both Parties have been represented by legal counsel of their choice or have had the opportunity to consult with legal counsel, in the negotiation and execution of this Contract. As a result, each and every provision of this Agreement shall be construed as if each party hereto participated equally in the drafting hereof. Any rule of construction that the document is to be construed against the drafting party shall not be applicable to this Agreement.
17. The Superintendent agrees to keep a current address on file with the District's Human Resources Office and the Board President. The Superintendent agrees that the Board may meet any legal obligations it has to give the Superintendent written notice regarding this Contract or the Superintendent's employment by hand-delivery, or by certified mail, regular mail, and/or express delivery service to the Superintendent's address of record. The Board agrees that the Superintendent may meet any legal obligation to give the Board written notice regarding this Contract or the Superintendent's employment by providing one copy of the notice to the President of the Board and one copy to the Vice President of the Board. The Superintendent may provide such notices by hand delivery, or by certified mail, regular mail, and/or express delivery service, to the Board President and Vice President's addresses of record, as provided to the District.

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EXECUTED AND AGREED TO in duplicate originals this 27 day of March, 2020.

RANDOLPH FIELD INDEPENDENT SCHOOL
DISTRICT

By: _____
Patrick Luna, President, Board of Trustees

ATTEST:

By: _____
William Morrison, Secretary, Board of Trustees

SUPERINTENDENT


Brian Holt

Randolph Field ISD
Randolph Elementary School Replacement
Overall Project Budget



Bid Date: 3/19/20

| | SCOPE | Total | Alt 1 Parent Drive | Alt 2 Service Drive | Alt 3 Landscaping | Alt 4 Fine Arts Renovation | Alt 5 Kitchen Finish-Out | Alt 6/7 Clerestory Windows | Alt 8 Art/Spanish Windows |
|-----------------------------------------------|---------------------------------------------------|----------------------|-----------------------|------------------------|----------------------|----------------------------------|--------------------------------|----------------------------------|---------------------------------|
| CONSTRUCTION COSTS | | | | | | | | | |
| | General Construction-FA Nunnely | \$ 13,400,000 | \$ 81,000 | \$ 265,000 | \$ 17,000 | \$ 1,130,000 | \$ 640,000 | \$ 335,000 | \$ 6,000 |
| | Voice and Data Cabling-Procured by RFISD | \$140,000 | | | | \$20,000 | | | |
| | Communications Systems-Procured by RFISD | \$100,000 | | | | \$15,000 | | | |
| | Intrusion Detection System-Procured by RFISD | \$70,000 | | | | \$10,000 | | | |
| CONSTRUCTION COSTS TOTAL | | \$ 13,710,000 | \$ 81,000 | \$ 265,000 | \$ 17,000 | \$ 1,175,000 | \$ 640,000 | \$ 335,000 | \$ 6,000 |
| FEES AND OWNER'S DIRECT EXPENSES | | | | | | | | | |
| | Architectural Fees | \$938,000 | \$5,670 | \$18,550 | \$1,190 | \$79,100 | \$44,800 | \$23,450 | \$420 |
| | Architect Reimbursables | \$20,000 | | | | | | | |
| | Civil Engineering Fees | \$184,000 | | | | | | | |
| | Boundary & Topographic Survey | \$32,068 | | | | | | | |
| | Food Service Design Fees | \$2,875 | | | | | | | 8 |
| | Arborist - Allowance | \$15,000 | | | | | | | |
| | Program Manager | \$560,000 | \$3,000 | \$9,600 | \$600 | \$44,000 | \$24,900 | \$12,150 | \$200 |
| | Environmental Assessment | \$10,500 | | | | | | | |
| | Geotechnical Reports | \$7,500 | | | | | | | |
| | Printing | \$2,000 | | | | | | | |
| | TAS Reviews and Inspections | \$3,000 | | | | | | | |
| | Energy Inspections | \$1,500 | | | | | | | |
| | Temp Power and Water (existing schools) | use existing | | | | | | | |
| | Building Permit | none known | | | | | | | |
| | Construction Allowance | Included w/GC | | | | | | | |
| | Owner's Betterment Allowance | Included w/GC | | | | | | | |
| | Door Hardware Allowance | Included w/GC | | | | | | | |
| | Custom Graphics/Exterior Signage/Plaque Allowance | Included w/GC | | | | | | | |
| | Interior Signage Allowance | Included w/GC | | | | | | | |
| | Project Sign Allowance | Included w/GC | | | | | | | |
| | Toilet & Bath Accessories Allowance | Included w/GC | | | | | | | |
| | Inspecting and Testing Allowance | Included w/GC | | | | | | | |
| | HVAC Test and Balance Allowance | Included w/GC | | | | | | | |
| FEES AND OWNER'S DIRECT EXPENSES TOTAL | | \$1,776,443 | \$8,670 | \$28,150 | \$1,790 | \$123,100 | \$69,700 | \$35,600 | \$620 |

Randolph Field ISD
Randolph Elementary School Replacement
Overall Project Budget



Bid Date: 3/19/20

| | SCOPE | Total | Alt 1 Parent Drive | Alt 2 Service Drive | Alt 3 Landscaping | Alt 4 Fine Arts Renovation | Alt 5 Kitchen Finish-Out | Alt 6/7 Clerestory Windows | Alt 8 Art/Spanish Windows |
|---------------------------------------------------|----------------------------------------------------------|---------------------|-----------------------|------------------------|----------------------|----------------------------------|--------------------------------|----------------------------------|---------------------------------|
| F,F & E | | | | | | | | | |
| | Furniture, Fixtures and Equipment | \$325,000 | \$0 | \$0 | \$0 | \$50,000 | \$50,000 | \$0 | \$0 |
| F,F & E TOTAL | | \$325,000 | \$0 | \$0 | \$0 | \$50,000 | \$50,000 | \$0 | \$0 |
| MISCELLANEOUS CONTINGENCIES/DISTRICT ITEMS | | | | | | | | | |
| | Temporary Facility Renovations (By RFISD) | \$10,000 | | | | | | | |
| | Asbestos Survey/Abatement | \$50,000 | | | | | | | |
| | Temporary Classroom Buildings (including ramps & stairs) | \$730,000 | | | | | | | |
| | Temporary Classroom Building Utility Connections | \$30,000 | | | | | | | |
| | Temporary Classroom Data | \$25,000 | | | | | | | |
| | Temporary Classroom - regrading site | \$35,000 | | | | | | | |
| | Temporary Classroom - shelving | \$60,000 | | | | | | | |
| | Bridge for Parent Drop-Off (By RFISD) | \$5,000 | | | | | | | 9 |
| | School temp fence (By RFISD) | \$5,000 | | | | | | | |
| | Plan review and inspections | \$30,000 | | | | | | | |
| | Moving/Relocation Services | \$120,000 | | | | | | | |
| | Utility Relocate Allowance | \$200,000 | | | | | | | |
| | Owner Contingency | \$400,000 | \$2,500 | \$8,000 | \$0 | \$35,000 | \$20,000 | \$10,000 | \$0 |
| MISCELLANEOUS CONTINGENCIES TOTAL | | \$1,690,000 | \$2,500 | \$8,000 | \$0 | \$35,000 | \$20,000 | \$10,000 | \$0 |
| | | | | | | | | | |
| TOTAL PROJECT BUDGET | | \$17,501,443 | \$92,170 | \$301,150 | \$18,790 | \$1,383,100 | \$779,700 | \$380,600 | \$6,620 |

PROPOSAL TABULATION
RANDOLPH ELEMENTARY SCHOOL REPLACEMENT
RANDOLPH FIELD ISD

Proposal Date: Thursday, March 19, 2020 @ 4:00 PM

| CONTRACTOR | ADDENDA | | | | | BID BOND | BASE PROPOSAL | ALT #1 | ALT #2 | ALT #3 | ALT #4 | ALT #5 | ALT #6 | ALT #7 | ALT #8 | CONTRACT TIME |
|---------------------|---------|---|---|---|---|----------|---------------|-----------|-----------|----------|-------------|-------------|-----------|-----------|-----------|---------------|
| | 1 | 2 | 3 | 4 | 5 | | | | | | | | | | | |
| FA NUNNELLY | X | X | X | X | X | Y | \$13,400,000 | \$81,000 | \$205,000 | \$17,000 | \$1,130,000 | \$640,000 | \$335,000 | \$331,000 | \$6,000 | 410 |
| SEIDEL CONSTRUCTION | X | X | X | X | X | Y | \$15,173,500 | \$107,365 | \$258,000 | \$12,000 | \$1,323,000 | \$697,000 | \$277,000 | \$289,000 | (\$1,800) | 575 |
| MORGANTI/CASIAS | X | X | X | X | X | Y | \$15,680,000 | \$103,000 | \$261,000 | \$20,000 | \$1,145,000 | \$1,500,000 | \$21,000 | \$22,000 | \$18,000 | 510 |
| | | | | | | | | | | | | | | | | |

**RANDOLPH ELEMENTARY SCHOOL REPLACEMENT
RANDOLPH FIELD PASS ISD
MARCH 30, 2020**



GALLAGHER

TOPIC:

Consider award of construction contract for the Randolph Elementary School Replacement project.

BACKGROUND:

The Randolph Field Independent School District solicited competitive sealed proposals for the Randolph Elementary School Replacement project. Proposals were received, opened and read aloud on Thursday, March 19, 2020 at 4:00 PM in accordance with the published specifications and pursuant to Texas Government Code Chapter 2269. A copy of the proposal tabulation is attached.

Based on the evaluation of the proposals received, F.A. Nunnelly General Contractors appears to offer the proposal that is in the best interest of the Randolph Field Independent School District in both price and contract time.

Gallagher therefore recommends the Randolph Field ISD award a construction contract to F.A. Nunnelly General Contractors for the base proposal amount of Thirteen Million Four Hundred Thousand Dollars (\$13,400,000) and enter into contract negotiations.

No alternates are recommended to be accepted at this time.

Gallagher appreciates the opportunity to serve as the Program Manager for the Randolph Field Independent School District and we look forward to the successful completion of this project.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'Jeff Fisher'.

Jeff Fisher
Gallagher Construction Services

OFFICIAL MINUTES
RANDOLPH FIELD INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION
FEBRUARY 27, 2020

1. Mr. Jimmy Cornelius called the meeting to order at 4:20p.m.
2. Mr. Cornelius declared a quorum present. PRESENT: Jimmy Cornelius, Patrick Luna, Peter Duffy
3. Pledge of Allegiance and invocation.
4. News and Information from Campus Principals: **Routine**
5. Public Testimony: **None**
6. Public comment: Mrs. Alexander – Non- Residence Transfer application for her PK child. They do not live on base.
7. Executive Session as Authorized under Government Code of Texas: Personnel matters 55.074, discussion regarding appointment of officers of board of trustees. Jimmy Cornelius, Vanessa Bowden, and William Morrison have all been reappointed.
8. Action to Reorganize the Randolph Field ISD Board of trustees. Motion by: Jimmy Cornelius second by Mr. Peter Duffy. 3 -0 vote carried the motion.
 - A. Jimmy Cornelius kept the place of Board President
 - B. Vanessa Williams will continue as Vice President
 - C. William Morrison as Board Secretary
 - D. Patrick Luna as Board Member
 - E. Peter Duffy as new Board Member
9. Discussion of proposals for prekindergarten partnerships and waivers: Mrs. Bendele gave report and update to the board on recent legislation mandated full day prekindergarten for 4 year olds unless the district applies for a waiver.
10. Discussion of December 2019 STAAR End of Course results. Mrs. Bendele gave a report to the board based on latest administration.
11. Consideration of Approval for Resolution Declaring Intention to reimburse Project Expenditures. Motioned by Patrick Luna second by Peter Duffy. **3-0 vote carried the motion.**
12. Consent Agenda: Motion by Peter Duffy, second by Patrick Luna. **3-0 Vote carried the motion.**
 - A. Consideration of Approval of January 23, 2020 official board-meeting minutes. **Routine**
13. Discussion of financial Reports: Lorrie Remick, Chief Financial Officer, presented the financial Statement to the board. **No action taken**

14. Superintendents Report: Mrs. Susan Bendele, Interim Superintendent, shared the following with the Board:

- A. ADA and attendance – 96.97 % and 1429 membership
- B. Superintendent search events
- C. Construction update

15. District Events **Routine**

16. **Adjourn**

Time: 5:52pm

ATTEST APPROVE

William Morrison, Secretary

Jimmy Cornelius, President

OFFICIAL MINUTES
RANDOLPH FIELD INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION
March 3, 2020

1. Mr. Jimmy Cornelius called the meeting to order at 4:14p.m.
2. Mr. Cornelius declared a quorum present. PRESENT: Jimmy Cornelius, Vanessa Bowden, William Morrison Patrick Luna, Peter Duffy
3. Pledge of Allegiance and invocation.
4. Public Testimony: **None**
5. Executive Session As Authorized under Government Code of Texas: Personnel Matters §551.074, discussion regarding appointment of officers of board of trustees. Jimmy Cornelius, Vanessa Bowden, and William Morrison have all been reappointed.
6. Action to Reorganize the Randolph Field ISD Board of Trustees. **Motioned by William Morrison Second by Peter Duffy. 5-0 carried the motion.**

- A. Patrick Luna as Board President
- B. Vanessa Williams will continue as Vice President
- C. William Morrison as Board Secretary
- D. Jimmy Cornelius as Board Member
- E. Peter Duffy as new Board Member

7. CLOSED SESSION: Executive Session As Authorized under Government Code of Texas: Personnel Matters §551.074. Review Applications for the Position of Superintendent.

8. Adjourn

Time: 6:21pm

No decisions were made, scheduled interviews for Saturday March 7, 2020

ATTEST APPROVE

William Morrison, Secretary

Patrick Luna, President

OFFICIAL MINUTES
RANDOLPH FIELD INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION
March 7, 2020

1. Mr. Patrick Luna called the meeting to order at 08:00am.
2. Mr. Patrick Luna declared a quorum present. PRESENT: Patrick Luna, Vanessa Bowden, Jimmy Cornelius, William Morrison, Peter Duffy.
3. Public Testimony: **None**

4. **CLOSED SESSION:** Executive Session As Authorized under Government Code of Texas: Personnel Matters §551.074. Review Applications for the Position of Superintendent.

The Board now moved into closed session at 8:00 am
The Board returns to open Session at 6:31 pm

5. Take action if needed, from closed session and possibly name lone finalist for the position of Superintendent.

Motioned by William Morrison **Second by** Jimmy Cornelius to approve naming **Dr. Brian Holt** as the lone finalist for Randolph ISD Superintendent of Schools. **5-0 carried the motion.**

6. **Adjourn**
Time: 6:32pm

ATTEST APPROVE

William Morrison, Secretary

Patrick Luna, President

OFFICIAL MINUTES
RANDOLPH FIELD INDEPENDENT SCHOOL DISTRICT
BOARD OF EDUCATION
March 19, 2020

1. Mr. Patrick Luna called the meeting to order at 4:13p.m.
2. Mr. Luna declared a quorum present. PRESENT: Patrick Luna, Jimmy Cornelius, William Morrison
3. Public Testimony: **None**
4. Consider and take possible action on Board Resolution to continue pay during COVID-19 Emergency. **Motioned by** Jimmy Cornelius **Second by** William Morrison. **3-0 carried the motion.**
5. **Adjourn**
Time: 4:45 pm

ATTEST APPROVE

William Morrison, Secretary

Patrick Luna, President

Agenda Title: Approve Membership in the State of Texas Coop Program

**Purpose: [X] Discussion
[X] Action**

Description: The District is a current member of the State of Texas CO-OP Program, which allows members to make the most of their purchasing dollars and efforts by using the State of Texas volume buying power. The State of Texas requires annual reauthorization of this membership along with a fee of \$100.

Section 271.081-271.083 Local Government Code, V.T.C.A., Section 2155.202 and 2175.001(1) of the Texas Government Code, Title 10, Subtitle D, provide the legal authority for local governments, including school districts, to participate in Cooperative programs. If the District participates in a Cooperative purchasing program, it satisfies any law requiring it to seek competitive bids.

Recommendation: We recommend that the Board of Trustees approve the renewal of the membership with the State of Texas CO-OP Program.

- I. Alternatives Considered:** None
- II. Funding Impact:** \$100 is the annual membership fee for participation in the State of Texas CO-OP program.
- III. Contact Person:** Lorrie Remick @357-2479 with questions or concerns
- IV. Attachments:** State of Texas CO-OP Board Resolution



RESOLUTION

State of Texas

County of Bexar

Whereas, the Texas Comptroller of Public Accounts is authorized to provide purchasing services for local governments pursuant to §§ 271.082 and 271.083 of the Local Government Code;

and **WHEREAS**, the School Board of Trustees
(e.g., Commissioner's Court, City Council, School Board, Board of Directors)

of Randolph Field ISD, is a: (Check one of the following.)
(Name of Qualified Entity)

- | | |
|------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <input type="radio"/> County | <input checked="" type="radio"/> Independent School District |
| <input type="radio"/> Municipality | <input type="radio"/> Junior College District |
| <input type="radio"/> Political Subdivision (Special Districts, Other) | <input type="radio"/> Mental Health and Mental Retardation Community Center |
| <input type="radio"/> Assistance Organization | |

defined as an entity qualified to participate in the Cooperative Purchasing Program of the Texas Comptroller of Public Accounts pursuant to § 271.081 of the Local Government Code; and

WHEREAS, in accordance with the requirements of 34 TAC §20.85 administrative rules, the Agent(s) of Record,
Susan Bendele, Interim Superintendent
(Name of Person) (Title)

(and Lorrie Remick, CFO) is/are authorized to execute
(Name of Person) (Title)

any and all documentation for Randolph Field ISD pertaining to its participation in the Texas Comptroller of Public Accounts Cooperative Purchasing Program; and

WHEREAS, Randolph Field ISD acknowledges its obligation to pay participation fees established
(Entity Name)

by the Texas Comptroller of Public Accounts.

NOW, THEREFORE BE IT RESOLVED, that request be made to the Texas Comptroller of Public Accounts to approve Randolph Field ISD for participation in the Texas Comptroller of Public Accounts Cooperative Purchasing Program.
(Entity Name)

Adopted this 30th day of March, 2020, by Randolph Field ISD.
(Entity Name)

By: _____
(Signature of Chair)
Patrick Luna
(Printed Name)
Board President
(Title of Chair)

(Signature of Agent of Record)
Susan Bendele, Interim Superintendent
(Name/Title of Agent of Record)

(Signature of Agent of Record)
Lorrie Remick, CFO
(Name/Title of Agent of Record)

Agenda Title: Approve Municipal Advisory Agreement with Live Oak Public Finance LLC

Purpose: [X] Discussion
[X] Action

Description: The District would like to enter into an agreement with Live Oak Public Finance, LLC, a professional financial advisory firm, to advise the District on financial avenues we can take to get funding for the construction of the new elementary building. The Texas Government Code allows for the procurement of professional services to be based on qualifications. Such professional services include services provided by engineers, management services, architects, accountants and providers of financial services, actuaries, claims consultants, attorneys, etc. If the cost of the work to be performed is estimated to exceed \$50,000, approval by the Board of Trustees is needed. Live Oak Public Finance, LLC has the necessary professional skills to meet the District’s needs and requirements for financing this project.

Recommendation: We recommend that the Board of Trustees approve the agreement with Live Oak Public Finance, LLC.

- I. **Alternatives Considered:** Government Capital Finance and J. P. Morgan Chase Bank

- II. **Funding Impact:** The fees for services are contingent upon passage and sale of obligation. Fees are calculated at the greater of the par amount or proceeds amount of the obligation as follows:

| Project Amount | Fee |
|-----------------------------|-------------------------------------------------|
| <\$1,000,000 | \$15,000 |
| \$1,000,000 - \$5,000,000 | \$15,000 + \$7.50 per \$1,000 over \$1,000,000 |
| \$5,000,001 - \$10,000,000 | \$45,000 + \$5.00 per \$1,000 over \$5,000,000 |
| \$10,000,001 - \$15,000,000 | \$70,000 + \$3.50 per \$1,000 over \$10,000,000 |

- III. **Contact Person:** Lorrie Remick @357-2479 with questions or concerns

- IV. **Attachments:** Live Oak Public Finance Municipal Advisory Agreement

GOVERNMENTAL FINANCIAL ADVISORY AGREEMENT

This Governmental Financial Advisory Agreement (“Agreement”) is made and entered into by and between the Randolph Field Independent School District, a Texas public school district with its main administrative office located at Bldg 1225, Randolph Air Force Base, Universal City, TX 78148 (“RFISD” or “District”), and Live Oak Public Finance, LLC, a Texas limited liability company located at 1515 South Capital of Texas Highway, Suite 206, Austin, Texas 78746 (“Advisor”), and is entered into this 24th day of March, 2020.

WITNESSETH

WHEREAS, District requires the service of a governmental financial advisor to provide advice to the school district with respect to the issuance of bonds, notes or with other financing methods (“Obligations”) and other matters related to fiscal management.

WHEREAS, Advisor provides governmental financial advisory services and is a Registered Municipal Advisor with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board to advise school districts in connection with the issuance of Obligations and other matters related to fiscal management.

WHEREAS, it is beneficial for District to have access to and engage the professional services of a Financial Advisor for the issuance of Obligations and other matters related to fiscal management including advice with respect to the structure, timing, terms and other similar matters concerning such Obligations and other matters.

WHEREAS, the parties desire to set forth the terms and conditions under which Advisor provides financial advisory services to District.

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

A. ADVISORY SERVICES:

The services to be provided under this Agreement are set forth below.

1. Survey of financial resources of District to determine the extent of capacity to authorize, issue and service debt, including the review of existing debt as compared with projected sources of revenue for debt service and a study of the trend of assessed valuation and future taxing requirements of the district.
2. Attend meetings of the District school board, administration, representatives, committees and community meetings when the subject of financing is discussed, and to provide an explanation of the bond process.
3. Provide advice to, or on behalf of, the district with respect to the issuance of Obligations or other available types of financings, including advice with respect to the structure, timing, terms and other similar matters related to the development, implementation and issuance of the debt management plan.
4. Advise District of current bond market conditions, forthcoming bond issues, and other general information and economic data which would reasonably be expected to influence

interest rates or bidding conditions so that the date for the sale of any Obligations in the open market can be set at a time which is favorable to District.

5. At the request of District, assist District in obtaining and evaluating competitive bids for services rendered from such other parties associated with the issuance, sale, and delivery of Obligations.
6. Coordinate efforts with other parties in bond transactions such as bond counsel, underwriter, rating agencies, paying agent/trustee, and state education agency.
7. Review financial aspects of election order, notices, resolutions and certificates.
8. Consult with District on the matter of bond ratings and, when instructed, direct the preparation for such information that is reasonably required for submission to the bond rating agencies.
9. At the request of District, prepare a preliminary and/or final official statement utilizing information provided by District and other parties. Advisor will make no representation, warranty or guarantee regarding the accuracy or completeness of the information in the preliminary and/or final official statement (other than information related to Advisor provided by Advisor for inclusion in such documents), and its assistance in preparing the preliminary and/or final official statement should not be construed as a representation that it has independently verified such information.

Due to the nature of our responsibilities under federal law, the services provided under this Agreement are limited to the services described above unless otherwise agreed to in writing by Advisor.

Unless otherwise provided above, Advisor is not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about Advisor provided by Advisor for inclusion in such documents.

B. FEE SCHEDULE:

The fees for the services listed above are contingent upon the passage and sale of Obligations. Other than with respect to official statement preparation and printing which will be billed separately, those fees will be calculated at the greater of the par amount or proceeds amount of the Obligations as follows:

| Project Amount | Fee |
|-----------------------------|-------------------------------------------------|
| < \$1,000,000 | \$15,000 |
| \$1,000,000 - \$5,000,000 | \$15,000 + \$7.50 per \$1,000 over \$1,000,000 |
| \$5,000,001 - \$10,000,000 | \$45,000 + \$5.00 per \$1,000 over \$5,000,000 |
| \$10,000,001 - \$15,000,000 | \$70,000 + \$3.50 per \$1,000 over \$10,000,000 |

In addition, costs of issuance and Advisor’s out-of-pocket expenses (including but not limited to: bond counsel, underwriters and underwriters counsel, credit enhancement, CPA fees for refunding, travel, printing, shipping, paying agent/registrar/trustee, Official Statement

preparation and printing) will be paid or reimbursed by the District out of the proceeds of the Obligations or other available funds of the District in the event that the Obligations are not issued.

Fees included in the Fee Schedule are contingent upon the issuance and funding of the Obligations. The payment of reimbursable expenses that Advisor has assumed on behalf of District shall NOT be contingent upon the delivery of the bonds and shall be due at the time that services are rendered and payable upon receipt of an invoice submitted by Advisor.

Preparation of the Preliminary Official Statement and Official Statement will be billed separately at a flat rate to be agreed upon in writing by Advisor and District.

Services and fees for annual Continuing Disclosure filings under Securities Exchange Commission Rule 15c2-12 may be provided under a separate agreement between Advisor and District.

C. TERM AND SCOPE OF AGREEMENT:

This agreement shall remain in effect until terminated by either party with or without cause with 30 days' written notice.

D. MISCELLANEOUS:

1. This Agreement has been approved by the district's governing board at a lawfully called public meeting, and the parties signing below are duly authorized to execute this agreement.
2. This Agreement is solely for the benefit of District and may not be assigned without the prior written consent of the District.
3. Any claim or dispute arising out of or relating to this Agreement shall be subject to mediation as a condition precedent to the institution of a legal or equitable proceeding by either party.
4. All previous financial advisory services agreements are terminated.

E. MANDATORY DISCLOSURES:

Advisor agrees to provide to the District disclosures required by Municipal Securities Rulemaking Board ("MSRB") Rule G-42 and Rule G-10 (the "Disclosures"), which are set forth below. Advisor agrees to promptly amend or supplement the Disclosures to reflect any material changes or additions, which shall be delivered to the District and incorporated by reference as of the date thereof into this Agreement to the same extent as if set forth herein.

1. **Disclosures of Conflict of Interest.** Advisor makes the following disclosures with respect to material conflicts of interest in connection with its Agreement with the District, together with explanations of how Advisor addresses or intends to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, Advisor mitigates such conflicts through its adherence to its fiduciary duty to the District, which includes a duty of loyalty to the District in performing all municipal advisory activities for the District.

This duty of loyalty obligates Advisor to deal honestly and with the utmost good faith with the District and to act in the District's best interests without regard to Advisor's financial or other interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

- a) **Compensation-Based Conflicts.** The financial advisory fees due under Advisor's agreement with the District are contingent upon the completion of the financing for which Advisor is providing municipal advisory services and may be based on metrics such as the size of the financing. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for Advisor to advise the District to complete a financing or to increase the size of a financing. This conflict of interest is mitigated by our fiduciary obligation to the District as described above.
- b) **Related Disclosure Relevant to the District.** Advisor may have made contributions to bond referendum campaigns or provided in-kind election-related assistance to bond referendum campaigns and the campaigns resulted in voter authorization for an issue under Advisor's agreement with the District. Similarly, Advisor may have made contributions to charitable organizations at the request of personnel of the District. The District may wish to consider any impact such circumstances may have on how it conducts its activities with Advisor under its Agreement.
- c) **Other Municipal Advisor Relationships.** Advisor serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to the District under its agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, Advisor could potentially face a conflict of interest arising from these competing client interests.
- d) **Regulatory Counsel:** Advisor's general regulatory counsel, Norton Rose Fulbright US LLP, may act as bond or disclosure counsel with respect to the District's financings. Regulatory counsel does not provide advice to Advisor with respect to specific transactions including with respect to Advisor's satisfaction of its fiduciary duty with respect to specific transactions.

- 2. **Disclosures Regarding Legal Events, Disciplinary History and Client Education and Protection.** MSRB Rule G-42 requires that municipal advisors provide to its clients certain disclosures of legal or disciplinary events material to the clients' evaluation of the municipal advisor or the integrity of the municipal advisor's management or personnel. Additionally, MSRB Rule G- 10 requires that municipal advisors provide to its clients certain disclosures of education and protection information. Accordingly, Advisor sets out below required disclosures and related information in connection with such disclosures.

- a) **Registration.** Advisor is registered with the US Securities and Exchange Commission and the MSRB. The website for the MSRB is www.msrb.org.
- b) **Client Brochure.** A municipal advisory client brochure is available to you on the MSRB website that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.
- c) **Material Legal or Disciplinary Events.** Advisor has no legal or disciplinary events to disclose and therefore there are no legal or disciplinary events that are material to the District's evaluation of Advisor or the integrity of Advisor's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- d) **Most Recent Change in Legal or Disciplinary Event Disclosure.** As required by the SEC, Advisor regularly updates its Forms MA and MA-I with information pertinent to the firm.
- e) **How to Access Form MA and Form MA-I Filings.** Advisor's most recent Form MA and each most recent Form MA-I filed with the SEC are located on the SEC's EDGAR system by searching for "Live Oak Public Finance" at: <https://www.sec.gov/edgar/searchedgar/companysearch.html>

F. HOUSE BILL 89 VERIFICATION:

Live Oak Public Finance verifies that our company: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Further, Live Oak Public Finance affirms that our company is not on any listing of companies which do business with Iran, Sudan or any Foreign Terrorist Organization.

ACCEPTED:

Randolph Field Independent School District
 Signature: _____
 Printed Name: _____
 Title: _____

Live Oak Public Finance, LLC
 Signature: _____
 Printed Name: Christian Merritt
 Title: Executive Managing Director

Agenda Title: Review Monthly Financial Statements

Purpose: Discussion
 Action

Description: Financial data of the General Fund, Food Service Fund and Debt Service Fund for the period end February 29, 2020 is presented for review by the Board of Trustees in an effort to keep them informed on the financial condition of the District.

Recommendations: We recommend the Board review this financial statement as presented.

I. Alternatives Considered: None

II. Funding Impact: \$0

III. Contact Person: Lorrie Remick @ 357-2479

IV. Attachments: February 29, 2020 Unaudited Financial Statement

Randolph Field Independent School District
 General, Food Service, & Debt Service Funds
 Combined Balance Sheet
 As of February 29, 2020
 (Unaudited)

Cash and Investments

| | | |
|----------------------------|--------------|--------------|
| Cash in bank | \$ 1,631,407 | |
| Investments | 5,701,392 | |
| | | |
| Total cash and investments | | \$ 7,332,799 |

Other Current Assets

| | | |
|--------------------------------|----------|---------|
| Inventory | \$ 4,370 | |
| Due from State | - | |
| Due from Special Revenue Funds | - | |
| Due from Other | - | |
| Pre-paid items | 137,426 | |
| | | |
| Total current assets | | 141,796 |

Total Assets

\$ 7,474,595

Liabilities

| | | |
|-------------------------------------|-----------|--------------|
| Accounts payable | \$ 17,242 | |
| Payroll deductions and withholdings | 5,740 | |
| Accrued wages payable | 1,190,921 | |
| Accrued expenses | 96,838 | |
| Encumbrances | 120,240 | |
| | | |
| Total liabilities | | \$ 1,430,981 |

Fund Balances

| | | |
|---------------------------------|--------------|------------|
| Unassigned fund balance | \$ 401,818 | |
| Total unassigned fund balance | | \$ 401,818 |
| | | |
| Nonspendable fund balance | \$ 141,796 | |
| Total nonspendable fund balance | | 141,796 |
| | | |
| Assigned fund balances | | |
| Impact Aid contingency | \$ 4,000,000 | |
| Construction | 1,200,000 | |
| Capital equipment | 300,000 | |
| | | |
| Total designated fund balances | | 5,500,000 |
| Total fund balances | | 6,043,614 |

Total Liabilities and Fund Balances

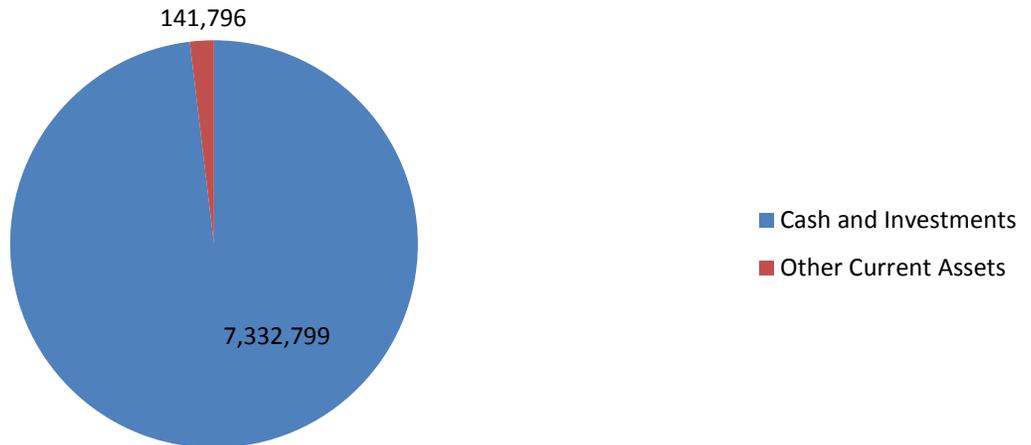
\$ 7,474,595

Randolph Field Independent School District
 General, Food Service, & Debt Service Funds
 Budget to Actual Report
 For the Period Ended February 29, 2020
 (Unaudited)

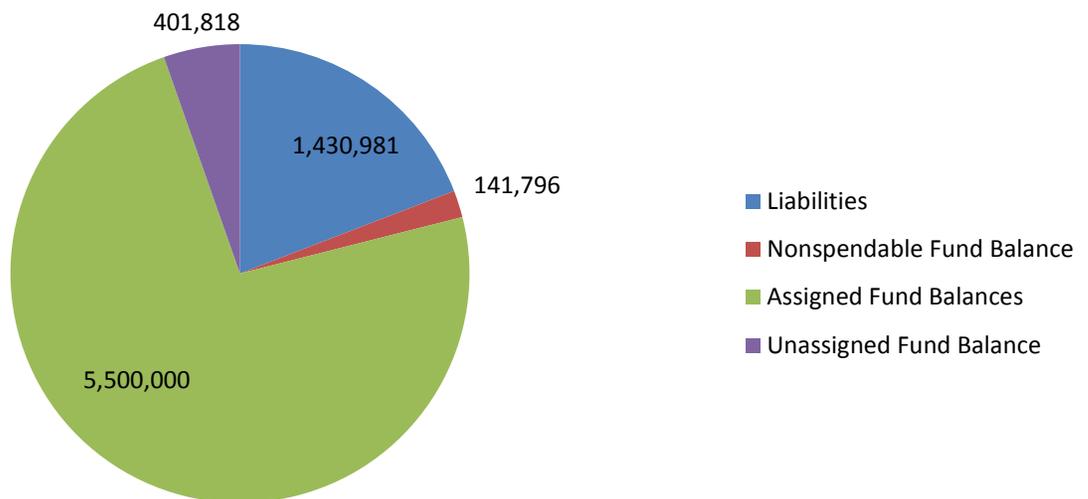
| Revenues: | Budget | Actual | Unrealized | Percent of Budget |
|--------------------------------------|----------------------|-----------------------|---------------------|-------------------------|
| General Fund | | | | |
| 5700 Local Sources | \$ 245,300 | \$ 189,068 | \$ 56,232 | 77.08% |
| 5800 State Sources | 12,771,709 | \$ 7,761,082 | 5,010,627 | 60.77% |
| 5900 Federal Sources | 6,666,338 | \$ 3,542,732 | 3,123,606 | 53.14% |
| | <u>19,683,347</u> | <u>11,492,882</u> | <u>8,190,465</u> | 58.39% |
| Food Service Fund | | | | |
| 5700 Local Sources | 563,841 | 393,894 | 169,947 | 69.86% |
| 5800 State Sources | 18,214 | - | 18,214 | 0.00% |
| 5900 Federal Sources | - | - | - | 0.00% |
| | <u>582,055</u> | <u>393,894</u> | <u>188,161</u> | 67.67% |
| Total | <u>\$ 20,265,402</u> | <u>\$ 11,886,776</u> | <u>\$ 8,378,626</u> | 58.66% |
| Appropriations by Function: | | | | |
| 11 Instructional | \$ 9,899,577 | \$ 6,675,229 | \$ 3,224,348 | 67.43% |
| 12 Instructional Resc. | 262,512 | 150,488 | 112,024 | 57.33% |
| 13 Curr. & Personnel | 242,018 | 159,765 | 82,253 | 66.01% |
| 21 Instructional Serv. | 84,955 | 84,318 | 637 | 99.25% |
| 23 School Administration | 1,059,281 | 711,728 | 347,553 | 67.19% |
| 31 Guidance & Counseling | 607,718 | 399,242 | 208,476 | 65.70% |
| 32 Social Services | - | - | - | |
| 33 Health Services | 170,195 | 114,584 | 55,611 | 67.33% |
| 34 Pupil Transportation | 539,710 | 394,286 | 145,424 | 73.06% |
| 35 Food Services | 629,063 | 448,558 | 180,505 | 71.31% |
| 36 Co-Curricular | 1,006,964 | 778,562 | 228,402 | 77.32% |
| 41 General Administration | 948,506 | 657,896 | 290,610 | 69.36% |
| 51 Plant Maintenance | 2,337,998 | 1,438,268 | 899,730 | 61.52% |
| 52 Security & Monitoring | - | - | - | |
| 53 Data Processing | 730,183 | 486,091 | 244,092 | 66.57% |
| 61 Community Services | - | - | - | |
| 71 Debt Services | 113,269 | 78,030 | 35,239 | 0.00% |
| 81 Constr. & Acquis. | 463,000 | 462,176 | 824 | |
| 93 Shared Svc Arrangement | 500,000 | 286,268 | 213,732 | 57.25% |
| 95 JJAEP Tuition Fees | - | - | - | |
| Total | <u>\$ 19,594,949</u> | <u>\$ 13,325,489</u> | <u>\$ 6,269,460</u> | 68.00% |
| Net Income Before Transfers | <u>\$ 670,453</u> | <u>\$ (1,438,713)</u> | <u>\$ 2,109,166</u> | |
| Other Resources & (Uses): | | | | |
| Other Resources | \$ (463,000) | \$ 462,176 | \$ (824) | |
| Transfers to Other Funds | 3,783,453 | (3,783,453) | - | |
| Total | <u>\$ 3,320,453</u> | <u>\$ (3,321,277)</u> | <u>\$ (824)</u> | |
| Net change in fund balances | \$ (2,650,000) | \$ (4,759,990) | \$ 2,108,342 | |
| | | <u>11,103,749</u> | | PY Audited Fund Balance |
| | | <u>\$ 6,343,759</u> | | Ending Fund Balance |

Randolph Field Independent School District
 Combined Balance Sheet - General, Food & Debt Service Funds
 As of February 29, 2020
 (Unaudited)

Assets



Liabilities and Fund Balances



Randolph Field Independent School District
Budget to Actual Report - General, Food & Debt Service Funds
For the Period Ended February 29, 2020
(Unaudited)

