



Agenda of Called Meeting / Work Session

Monday, June 13, 2022

The Board of Trustees

Richardson ISD

A Called Meeting / Work Session of the Board of Trustees of Richardson ISD will be held Monday, June 13, 2022, beginning at at 3:00 pm for Board Hearings followed by the Work Session scheduled to begin at 6:00 pm in the Administration Building, 400 S. Greenville Ave, Richardson, TX 75081.

Prior to or during consideration of agenda subjects, the board will hear public comments from any member of the public who has complied with District procedures for signing up to speak. The notice for this meeting was posted on June 9, 2022.

Public Comments: Public comments must address agenda items posted for the open meeting. Any person who signs up to speak acknowledges and accepts the Board's procedures for public comment that may be viewed at:<https://bit.ly/pcprocedures122021>. Public Comment cards will be accepted until 15 minutes before the scheduled time for the meeting to begin (**at this meeting, cards will be accepted until 5:45 pm**) and must be completed in their entirety with accurate and truthful information and must designate the specific agenda item the speaker wishes to address. Speakers are limited to three minutes unless the time has been adjusted to maintain effective meeting management. (If 20 or more persons submit a speaker card, the time will be reduced to 2 minutes; if 30 or more persons submit a speaker card, the time will be reduced to 1 minute.) A speaker's attempt to address a non-agenda topic during the public comment period or failing to yield the podium when a speaker's time has elapsed is considered a disruption.

Disruptions. Disruptive behavior will not be tolerated during a meeting. After providing at least one warning to a disruptive visitor, the presiding officer may request assistance from law enforcement officials to remove from the meeting any person who continues to disrupt the meeting by utterances or actions. A visitor who exhibits disruptive behavior in a subsequent meeting may be issued a trespass warrant. It is a criminal offense for a person, with intent to prevent or disrupt a lawful meeting, to substantially obstruct or interfere with the ordinary conduct of a meeting by physical action or verbal utterance.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

I. CALL TO ORDER

- II. **ENTER CLOSED MEETING in accordance with the Texas Open Meetings Act, Texas Government Code, including but not limited to Section 551.071 - Consultation with Attorney and Section 551.0821 - Personally Identifiable Information About Public School Student.**
 - A. Parent/Student Grievance (FNG - Local) - C/L S (Parents)
 - B. Parent/Student Grievance (FNG - Local) - B/K T (Parents)
- III. **RECONVENE in Open Meeting to vote on matters considered in Closed Meeting, if applicable.**
 - A. Consider and Take Possible Action Regarding the Administration's Recommendation on the Appeal from C/L S (Parents)
 - B. Consider and Take Possible Action Regarding the Administration's Recommendation on the Appeal from B/K T (Parents)
- IV. **BREAK**
- V. **RESUME WORK SESSION (Scheduled to begin at 6:00 pm)**
- VI. **PUBLIC COMMENT SECTION**
Comments from visitors who complete a card requesting to address Board Members.
 - A. Agenda Related Topic
- VII. **CONSENT / CONFIRMATION AGENDA ITEMS**
Submitted for Action and/or Information
 - A. Consider Approval of Oncor Electric Utility Easement at Brentfield Elementary School 7
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Action Item
 - D. Consider Recommendation to Terminate Term Contract of Employment 32
Action Item
- VIII. **ACTION / INFORMATION ITEMS**
 - A. Consider a Resolution Requesting the Texas Legislature Modify the Texas Election Code to Ensure Student Safety on Primary Election Days 35
Action Item
 - B. 2021-2022 Preliminary End of Year Performance Report 36
Information Item
 - C. Celebrate Eron Linn's Board Service
Information Item
- IX. **ENTER CLOSED MEETING in accordance with the Texas Open Meetings Act, Texas Government Code, including but not limited to Section 551.074 - Personnel, Interim Superintendent Evaluation; Section 551.074 - Personnel, Discussion with**

**Search Firm on matters related to Superintendent Search; and Section 551.071 -
Consultation with Attorney.**

- X. **RECONVENE OPEN MEETING**
- XI. **ADJOURNMENT**

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See BEC(LEGAL)]



BOARD OF TRUSTEES RICHARDSON INDEPENDENT SCHOOL DISTRICT

Procedures for Public Comments During Board Meetings

The Board of Trustees of the Richardson Independent School District welcomes members of the public to its meetings. The purpose of meetings is to allow trustees to conduct the business of the District. Although Board meetings are held in public, they are not public meetings and the public does not have a right to participate except as provided by the Board. The Board offers a limited open forum at meetings through its Public Comment Sections to provide opportunities for members of the public to convey information to the Board.

The Board adopted the following procedures concerning public comments to facilitate the efficient operation of meetings:

- Public Comment Section.
 - The Board of Trustees will include a Public Comment Section on the posted Agenda for each meeting. The Board holds regular monthly business meetings each month of the year, excluding July. Business meetings typically are scheduled for the first Monday of the month. The Board schedules work sessions to address topics of study or as other needs arise. The Board reserves the third Monday of each month for work sessions, but they also may be scheduled at any other time when a need arises. The Board reserves the right to schedule or reschedule meetings as necessary to meet the operational needs of the District. A written Agenda is posted for each Board meeting at least 72 hours before the meeting is scheduled. If an Emergency Meeting is authorized, an agenda will be posted at least one hour before the meeting is scheduled.

The Public Comment Section for agenda-related topics ordinarily will be placed on the Agenda just prior to the first business item on the Agenda. Where appropriate for efficient meeting management, the section for comments related to non-agenda topics may be placed on the Agenda after other action and information items. A speaker who attempts to address a nonagenda-related topic during any period reserved for agenda-related topics is engaging in disruptive behavior. The speaker must stop his or her comments when directed.

- When necessary for effective meeting management, to accommodate large numbers of individuals wishing to address the Board at a meeting, or when otherwise advisable to accommodate specific circumstances, the Board delegates to the presiding officer the authority to make adjustments to these public comment procedures. Such adjustments may include, without limitation, adjusting when public comment will occur during a meeting, reordering agenda items, deferring public comment on non-agenda items, continuing an agenda item to a later meeting, temporarily revising public comment procedures as necessary if a meeting is conducted via videoconference, providing expanded opportunity for public comment, or establishing an overall time limit for public comments and adjusting the time allotted to each speaker.
- Speaker Topics.
 - Regular Business Meetings. Speakers may comment on specific Agenda items as well as matters not on the posted Agenda during the Public Comment Section at regular business meetings.

- Work Sessions or Other Called Meetings. Speakers may comment only on specific agenda items during the Public Comment Section at work sessions and other called meetings.
- Public Hearings. When RISD gives notice of a public hearing, speakers may complete a separate comment card for the public hearing. Speakers may only comment on the specific topic noticed for the public hearing. All other rules noted herein apply to comments during a public hearing.
- Public Comment Cards.
 - Persons wishing to address the Board must complete a Public Comment card. Public Comment cards are located in the foyer of the Auditorium in the Administration Building before scheduled meetings. (If the Board schedules a meeting at another location, Public Comment cards will be available in a conspicuous location at the meeting site.) A staff member typically will be present to receive Public Comment cards.
 - Completed cards must be placed in the designated box no later than fifteen (15) minutes prior to the posted time for the meeting to begin. Most meetings are scheduled to begin at 6:00 p.m. RISD will not accept Public Comment cards later than fifteen minutes prior to the posted meeting time.
 - In addition to identifying information, each speaker must indicate the specific Agenda item about which he or she wishes to comment and/or identify the non-Agenda topic of the comments.
 - If RISD gives notice of a public hearing, it will provide a separate public hearing comment card that persons who wish to speak must complete.
- Written Materials. A speaker who wishes to provide written materials to the Board of Trustees must attach at least nine (9) copies of the materials to the completed Public Comment card. Staff will provide a copy of the materials to the trustees before the speaker is called. The speaker may not distribute materials when he or she is called to speak.
- Time.
 - Each speaker is limited to a total of three* minutes and a speaker may not use time of another speaker to extend his or her comment period. *Note:* A speaker who addresses the Board through a translator will have six* minutes to present comments to ensure that non-English speakers receive the same opportunity to address the Board.
 - Staff will set a three*-minute digital timer for each speaker. The speaker shall end his or her comments when the timer expires. Any speaker who fails to stop speaking and yield the podium at the end of his or her allotted time is considered out of order and may be escorted from the podium and/or asked to leave the meeting.
(*Unless the comment period has been limited as provided herein.)
- Single comment. A speaker may complete one Public Comment Card for each meeting. A speaker who comments during a public hearing is not ineligible to speak during the regular public comment period.
- Protocol for Speakers.
 - The Board Secretary will call the name of each speaker who has submitted a public comment card and state the topic(s) on which the individual has registered to speak.

- Each speaker should approach the podium when his or her name is called. An adjustable microphone is affixed to the podium in the Auditorium. The speaker should clearly state his or her name and the school or school(s) the speaker's children attend or have attended before beginning to comment.
 - The Board will not engage in dialogue with a speaker. Specific factual information or reference to an existing policy may be furnished in response to inquiries or statements. The Board cannot deliberate or make a decision on any subject that is not on the Agenda.
 - The public comment period is not the appropriate forum for presentation of formal complaints. RISD maintains a formal grievance policy to address complaints. The Board will only consider formal complaints that remain unresolved after they have been addressed through proper administrative channels and when they have been placed on the Agenda. Attacks of a personal nature against Board members, RISD staff, students, or other citizens by name or unique title will not be allowed or tolerated. Speakers who wish to make a complaint regarding an employee should comply with the appropriate complaint policy. (DGBA – Employee Complaints; FNG – Student/Parent Complaints; GF – Public Complaints). Complaint policies are available on the RISD website.
 - Remarks or other conduct that disrupt the meeting are considered out of order and will not be allowed. Visitors and staff must listen quietly and respectfully during the public comment section whether they agree or disagree with a speaker's message. It is not appropriate for staff or visitors to clap, cheer, boo, display banners, or otherwise engage in disruptive conduct. Persons who disrupt the meeting will be cautioned to observe meeting rules. Persons who persist in disrupting the meeting may be removed from the meeting.
- Consent for Online Publication. RISD may audio and video record its meetings. A person who chooses to speak during the Public Comment Section is consenting to the online audio/video publication of his or her comments.
 - Reasonable Accommodation and Translation. Persons desiring to make a public comment who need reasonable accommodations of a disability or who require a language translator should contact the Board office at 469-593-0403 in advance of the meeting to request assistance.

Approved: December 13, 2021

BOARD OF TRUSTEES
Richardson Independent School District
Richardson, Texas

Date: June 13, 2022
Department: Operations
Submitted by: Sandra Hayes, Assistant Superintendent, Operations

ACTION ITEM

TOPIC: Consider Approval of Oncor Electric Utility Easement at Brentfield Elementary School

BACKGROUND INFORMATION

As a requirement of the construction and renovation project at Brentfield Elementary School, Oncor Electric Delivery Company, LLC has requested a new electric utility easement to provide electric service to the newly renovated campus. The Brentfield Elementary School easement is located on the north side of an 8.00 acre tract of land being part of Block 15/8195, Prestonwood North School Addition, an addition to the City of Dallas, Dallas County, Texas, according to the plat recorded in Volume 74155, Page 1412, Deed Records, Dallas County, Texas. The easement contains approximately 1,760 square feet.

Staff have reviewed and determined that granting of the easement will not interfere with the District's ability to access or maintain the property.

SUPERINTENDENT'S RECOMMENDATION:

The Superintendent recommends that the Board of Trustees of Richardson Independent School District approve the electric utility easement at Brentfield Elementary School as described in the attached dedication, drawings and legal description.

PROPOSED RESOLUTION

WHEREAS, Oncor Electric Delivery Company, LLC has requested that the District grant a utility easement at Brentfield Elementary School as a part of the required relocation of electric service due to the construction and renovation at the school; and

WHEREAS, staff has reviewed the proposed easement and determined that granting of the requested easement will not interfere with the District's ability to access or maintain the property; and

WHEREAS, the Board finds that granting the requested easement serves a public purpose of providing improved electric service to the District's property;

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Richardson Independent School District grants to Oncor Electric Delivery Company, LLC an electric utility easement in an 8.00 acre tract of land being part of Block 15/8195, Prestonwood North School Addition, an addition to the City of Dallas, Dallas County, Texas, according to the plat recorded in Volume 74155, Page 1412, Deed Records, Dallas County, Texas for electric service, and further authorizes the Superintendent or her designee to sign such documents and take such other actions as are necessary to convey the approved easement.

PT #: 2022-2337
District: McKinney
WR #: 3542281
ER # _____

EASEMENT AND RIGHT OF WAY

STATE OF TEXAS
COUNTY OF DALLAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That **Richardson Independent School District**, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee," has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED)

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Richardson Independent School District represents and warrants that it does not meet any of the ownership, control, or headquarters criteria listed in Lone Star Infrastructure Protection Act, Chapter 113 of the Texas Business & Commerce Code, as added by Act of June 18, 2021, 87th Leg., R.S., Ch. 975 (S.B. 2116) (relating to China, Iran, North Korea, Russia, and any other country designated by the Texas governor as a threat to critical infrastructure).

EXECUTED this _____ day of _____, 2022.

Richardson Independent School District

By: _____
Regina Harris, Board President

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared **Regina Harris**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same as the act and deed of Richardson Independent School District, as the Board President thereof, for the purposes and consideration therein expressed, in the capacity therein stated and that she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2022.

Notary Public in and for the State of Texas

**EASEMENT
ONCOR ELECTRIC DELIVERY CO. LLC
PRESTONWOOD NORTH SCHOOL ADDITION
BLOCK 15/8195
JOHN BECKNELL SURVEY, ABSTRACT No. 53
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

Being a 1,760 square foot (0.0404 acre) tract of land situated in the John Becknell Survey, Abstract No. 53, City of Dallas, Dallas County, Texas, being part of a called 8.00 acre tract of land described in a Warranty Deed to Richardson Independent School District, recorded in Volume 74013, Page 1292, Deed Records, Dallas County, Texas, being part of Block 15/8195, PRESTONWOOD NORTH SCHOOL ADDITION, an addition to the City of Dallas, Dallas County, Texas, according to the plat recorded in Volume 74155, Page 1412, Deed Records, Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a 1/2" iron rod found on the north line of a called 0.907 acre tract of land described in a Warranty Deed to Richardson Independent School District (Tract II), recorded in Volume 77076, Page 836, Deed Records, Dallas County, Texas and the south line of a called 8.102 acre tract of land described in Warranty Deed to Richardson Independent School District (Tract I), recorded in Volume 77076, Page 836, Deed Records, Dallas County, Texas, from which a found 5/8" iron rod bears a chord of North 62° 14' 42" West, a distance of 438.99 feet;

THENCE North 47° 05' 54" East, over and across said 8.102 acre tract, said 8.00 acre tract and said Block 15/8195, a distance of 653.97 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set on the north line of said Block 15/8195 and the south line of a called 2.555 acre tract of land described in a Deed to Texas Power & Light Company, recorded in Volume 84148, Page 3556, Deed Records, Dallas County, Texas for the **POINT OF BEGINNING**;

THENCE North 89° 19' 23" East, along the common line between said Block 15/8195 and said Texas Power & Light tract, a distance of 10.00 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner;

THENCE, over and across said Block 15/8195, the following bearings and distances:

South 00° 40' 37" East, a distance of 131.28 feet to a point for corner (unable to monument);

South 44° 19' 23" West, a distance of 3.47 feet to a point for corner (unable to monument);

South 00° 40' 37" East, a distance of 15.16 feet to a 1/2" iron rod with yellow plastic cap stamped "RLG INC" set for corner;

South 89° 19' 23" West, a distance of 20.00 feet to a point for corner (unable to monument);

North 00° 40' 37" West, a distance of 25.00 feet to a point for corner (unable to monument);

**EASEMENT
ONCOR ELECTRIC DELIVERY CO. LLC
PRESTONWOOD NORTH SCHOOL ADDITION
BLOCK 15/8195
JOHN BECKNELL SURVEY, ABSTRACT No. 53
CITY OF DALLAS, DALLAS COUNTY, TEXAS**

North 89° 19' 23" East, a distance of 12.45 feet to a point for corner (unable to monument);

North 00° 40' 37" West, a distance of 123.89 feet to the **POINT OF BEGINNING**, containing 1,760 square feet or 0.0404 acres, more or less.

Basis of Bearings: Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011) EPOCH 2010.00, based on Real-Time Kinematic Observations utilizing Allterra's Virtual Reference Network.



A handwritten signature in blue ink, appearing to read "Brian R. Wade", written over a horizontal line.

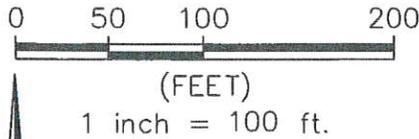
Brian R. Wade
02/14/2022

R.P.L.S. No. 6098

(PART 2)
 DALLAS POWER & LIGHT COMPANY
 VOLUME 4743, PAGE 541
 D.R.D.C.T.

734.86'
 CALLED 2.555 ACRE TRACT
 TEXAS POWER & LIGHT COMPANY
 VOLUME 84148, PAGE 3556 D.R.D.C.T.

1352.79'



NOTE: ALL CORNERS ARE
 1/2" IRON RODS WITH YELLOW
 PLASTIC CAP STAMPED
 UNLESS OTHERWISE NOTED.



CALLED 8.102 ACRES
 RICHARDSON INDEPENDENT SCHOOL DISTRICT
 TRACT I
 VOLUME 77076, PAGE 836
 D.R.D.C.T.

N62°14'42"W
 438.99'

CONTROLLING
 MONUMENT
 5/8" IRF

CONTROLLING
 MONUMENT
 1/2" IRF

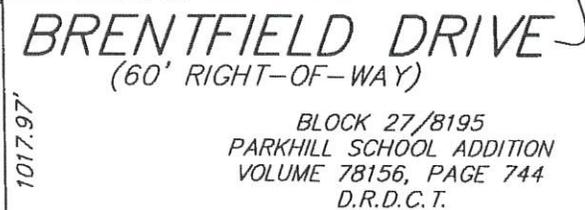
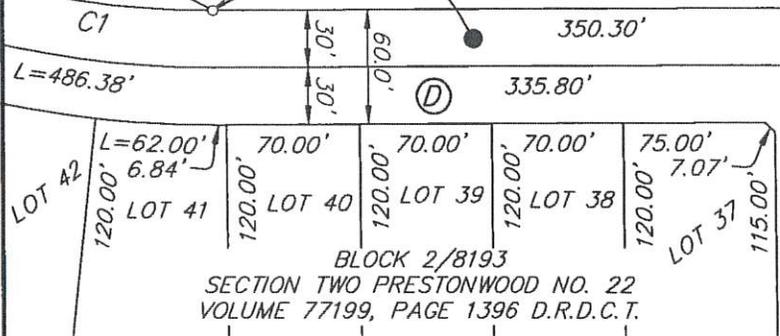
CALLED 0.907 ACRES
 RICHARDSON INDEPENDENT SCHOOL DISTRICT
 TRACT II
 VOLUME 77076, PAGE 836
 D.R.D.C.T.

POB
 YCIRS

EASEMENT
 ONCOR ELECTRIC
 DELIVERY CO. LLC
 1,760 SQUARE FEET
 0.0404 ACRES

BLOCK 15/8195
 PRESTONWOOD NORTH SCHOOL ADDITION
 VOLUME 74155, PAGE 1412 D.R.D.C.T.
 CALLED 8.00 ACRE
 RICHARDSON INDEPENDENT SCHOOL DISTRICT
 VOLUME 74013, PAGE 1292 D.R.D.C.T.

15' DALLAS POWER &
 LIGHT EASEMENT
 VOL. 80205, PG. 1043
 D.R.D.C.T.



BASIS OF BEARINGS: TEXAS COORDINATE
 SYSTEM OF 1983, NORTH CENTRAL ZONE,
 NAD 83 (2011) EPOCH 2010.00, BASED
 ON REAL-TIME KINEMATIC OBSERVATIONS
 UTILIZING ALLTERRA'S VIRTUAL
 REFERENCE NETWORK.

CONTROLLING MONUMENTS: AS SHOWN.

EASEMENT
ONCOR ELECTRIC DELIVERY CO. LLC
PRESTONWOOD NORTH SCHOOL ADDITION
BLOCK 15/8195

RAYMOND L. GOODSON JR., INC.
 12001 N. CENTRAL EXPY, STE 300
 DALLAS, TX. 75243
 214-739-8100
 rlg@rlginc.com
 TEXAS PE REG #F-493
 TBPELS REG #100341-00

JOHN BECKNELL SURVEY, ABSTRACT NO. 53
 CITY OF DALLAS, DALLAS COUNTY, TEXAS

SCALE	1" = 100	DATE	02/14/2022	SHEET	3 OF 4
JOB NO.	2011.053	E-FILE	2011.0530E	DWG NO.	27,561X

LEGEND

- ONCOR EASEMENT LINE
- LOT LINE
- EASEMENT LINE
- YGRS 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "RLG INC" SET
- YGRF 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "____" FOUND
- IRF IRON ROD FOUND
- D.R.D.C.T. DEED RECORDS, DALLAS COUNTY, TX
- UTM UNABLE TO MONUMENT

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°19'23"E	10.00'
L2	S00°40'37"E	131.28'
L3	S44°19'23"W	3.47'
L4	S00°40'37"E	15.16'
L5	S89°19'23"W	20.00'
L6	N00°40'37"W	25.00'
L7	N89°19'23"E	12.45'
L8	N00°40'37"W	123.89'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CH. BRG.	CHORD
C1	56°04'32"	466.96'	457.02'	S62°14'42"E	438.99'

- (A) CITY OF DALLAS ABANDONMENT
ORDINANCE NUMBER 15678
VOLUME 86068, PAGE 5180 D.R.D.C.T.
- (B) RICHARDSON INDEPENDENT SCHOOL DISTRICT TRACT
VOLUME 76154, PAGE 2322, D.R.D.C.T.
- (C) SHADYBANK ROAD (60' RIGHT-OF-WAY)
- (D) BRENTFIELD ROAD (30' RIGHT-OF-WAY)

BASIS OF BEARINGS: TEXAS COORDINATE SYSTEM OF 1983, NORTH CENTRAL ZONE, NAD 83 (2011) EPOCH 2010.00, BASED ON REAL-TIME KINEMATIC OBSERVATIONS UTILIZING ALLTERRA'S VIRTUAL REFERENCE NETWORK.

CONTROLLING MONUMENTS: AS SHOWN.



Brian R. Wade
BRIAN R. WADE R.P.L.S. No. 6098
02/14/2022

EASEMENT
ONCOR ELECTRIC DELIVERY CO. LLC
PRESTONWOOD NORTH SCHOOL ADDITION
BLOCK 15/8195

RAYMOND L. GOODSON JR., INC.
12001 N. CENTRAL EXPY, STE 300
DALLAS, TX. 75243
214-739-8100
rlg@rlginc.com
TEXAS PE REG #F-493
TBPELS REG #100341-00

JOHN BECKNELL SURVEY, ABSTRACT NO. 53
CITY OF DALLAS, DALLAS COUNTY, TEXAS

SCALE	1" = 100'	DATE	02/14/2022	SHEET	4 OF 4
JOB NO.	2011.053	E-FILE	2011.0530E	DWG NO.	27,561X

BOARD OF TRUSTEES
Richardson Independent School District
Richardson, Texas

Date: June 6, 2022
Department: Operations
Submitted by: Sandra Hayes, Assistant Superintendent, Operations

ACTION ITEM

TOPIC: Consider Approval of an Interlocal Agreement with the City of Richardson to allow the City to use District buses and drivers for the July 4, 2022 Celebration

BACKGROUND INFORMATION:

The City of Richardson is hosting its annual July 4th Celebration at Breckinridge Park. Entering into this agreement with the City of Richardson allows the District to serve many Richardson ISD community members that would plan to attend the event. In addition, it allows the District to continue its legacy of building a strong partnership with the City.

SUPERINTENDENT’S RECOMMENDATION:

The Superintendent recommends that the Board of Trustees approve the Interlocal Agreement between the Richardson Independent School District and the City of Richardson to allow the City to use District buses and drivers for the July 4, 2022 Celebration.

PROPOSED RESOLUTION

WHEREAS, the Parties desire enter into this Agreement to allow the City to use the District’s buses and bus drivers for the July 4, 2022 celebration at Breckinridge Park; and

WHEREAS, the governing bodies of the Parties accordingly desire that City pay the District for such use of the District’s buses and bus drivers in an amount of \$35.00 an hour for the bus and driver with the City seeking the use of 49 District buses and 49 District drivers, subject to the provisions stated herein below; and

WHEREAS, the Parties further desire to memorialize the aforementioned arrangement and make this Agreement pursuant to Chapter 791 of the Texas Government Code (Interlocal Cooperation Act) with respect to governmental functions in which the contracting parties are mutually interested;

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Richardson Independent School District approves the Interlocal Agreement between the Richardson Independent School District and the City of Richardson to allow the City to use District buses and drivers for the July 4, 2022 Celebration.

**BOARD OF TRUSTEES
RICHARDSON INDEPENDENT SCHOOL DISTRICT
RICHARDSON, TEXAS**

Date: June 9, 2022
Submitted by: Henry Hall, Chief Technology Officer

ACTION ITEM

TOPIC: Fiber Installation for Sherman Street Properties

BACKGROUND INFORMATION:

Due to the purchase of the Sherman Street properties, fiber-optic telecommunication cabling needs to be installed in the Richardson ISD buildings located on Sherman Street. The installed fiber will be connected to equipment utilized to provide wired/wireless broadband internet and phone services to the properties.

INTERIM SUPERINTENDENT’S RECOMMENDATION:

The Interim Superintendent presents the proposed fiber-optic telecommunication installation for the Board’s consideration.

PROPOSED RESOLUTION

WHEREAS, the Board has reviewed the proposed fiber-optic telecommunication installation as presented by staff, and finds that the proposed project is appropriate and necessary to ensure that the District's Sherman Street properties have the essential network infrastructure needed for current and future use of these facilities;

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Richardson Independent School District approves the completion of the fiber-optic telecommunication installation at the Sherman Street properties.



Fulcrum Consulting Inc.
 2915 Skyview Drive
 Wylie, TX 75098
 Office-214-850-5634
 Engineer 469-925-6641

Estimate/Proposal	RISD2102022
Date	2/10/2022
Richardson ISD 400 S. Greenville Ave. Richardson, TX 75081	
phone	469-593-0000

Brief Project Scope-See scope and assumptions documents at the end of this proposal sheet.

Provide/install 1400' of 2-1.5" HDPE ducts and one-24x36x36 HHs along west side of Sherman from Phillips to 616 Sherman St. and provide/install two 30x48x36 HH. Remove/replace concrete sidewalk/pavement as needed. Provide/install 600' of 2-1.5" HDPE ducts and two-24x36x36 HHs on east side of Sherman St. Also provide/install 1000' of 3-1.5" HDPE ducts on east side of Sherman.
 Provide/place two risers into bldg. Provide/install 160' of 2-2" EMT ducts and two 24x24x10 metallic pullboxes in ceiling for fiber cable storage inside of 616 Sherman.
 Install 4200' of backbone cable and 1500' to 401 Sherman from 616 Sherman.
 No cable termination is included in this proposal

Labor

Description	Quantity	Unit	Unit Cost	Cost
Fiber Design/Engineering/PM	56	HR	\$ 100.00	\$ 5,600.00
Fiber project PM	50	HR	\$ 85.00	\$ 4,250.00
Underground cable locating (4HR Min)	16	HR	\$ 85.00	\$ 1,360.00
ENGR-lateral One-600 Sherman East side	1	EA	\$ 2,984.88	\$ 2,984.88
ENGR-lateral Two-600 Sherman west side	1	EA	\$ 2,600.25	\$ 2,600.25
ENGR-lateral Three-616 Sherman Connection	1	EA	\$ 2,187.50	\$ 2,187.50
Traffic control-non-typical	1	EA	\$ 695.00	\$ 695.00
				\$ -
				\$ -
Supervisor		HR	\$ 90.00	\$ -
Supervisor-Overtime Rate		HR	\$ 135.00	\$ -
Foreman		HR	\$ 60.00	\$ -
Foreman-Overtime Rate		HR	\$ 101.25	\$ -
Equipment Operator		HR	\$ 47.50	\$ -
Equipment Operator-Overtime Rate		HR	\$ 82.50	\$ -
Skilled Laborer/CDL Driver		HR	\$ 37.50	\$ -
Skilled Laborer/CDL Driver-Overtime Rate		HR	\$ 60.00	\$ -
Laborer		HR	\$ 30.00	\$ -
Laborer-Overtime Rate		HR	\$ 45.00	\$ -
VAC Truck operator and laborer)		HR	\$ 281.25	\$ -
VAC Truck operator and laborer)-OT Rate		HR	\$ 421.85	\$ -
3-Man crew and Crew Truck		HR	\$ 2,400.00	\$ -
One-ton truck		HR	\$ 57.50	\$ -
Dump Truck (8 yard)		HR	\$ 100.00	\$ -
Air Compressor (all tools included)		HR	\$ 34.00	\$ -
Lights and Generator		HR	\$ 30.00	\$ -
Fiberglass rodder, 1000'		HR	\$ 26.00	\$ -
Metallic fish tape		HR	\$ 24.00	\$ -

Reel Trailer		HR	\$ 27.50	\$ -
20' Trailer		HR	\$ 30.00	\$ -
Electronic locator and sonde		HR	\$ 50.00	\$ -
	PG 1		Engr Subtotal	\$ 11,210.00
	PG 1		Labor Subtotal	\$ -

Description	Quantity		Unit Cost	Total
Fiber Installation	5700	FT	\$ 2.50	\$ 14,250.00
Remove fiber		FT		\$ -
Install permanent fiber		FT		\$ -
Trace Wire Installation	3000	FT	\$ 1.28	\$ 3,840.00
Bore/install 3-1.5" HDPE ducts	2448	FT	\$ 32.50	\$ 79,560.00
Provide install 2-1.5" HDPE ducts		FT	\$ 36.25	\$ -
Install -24"x36"x36"Handholes	4	EA	\$ 2,812.50	\$ 11,250.00
Install-30"x48"x36"Handholes	3	EA	\$ 3,125.00	\$ 9,375.00
Excavate ex buried HHs		EA	\$ 625.00	\$ -
Fiber Technician with Truck and tools	8	HR	\$ 156.25	\$ 1,250.00
Fiber Technician with Truck and tools-OT rate		HR	\$ 181.25	\$ -
Fusion Splicing-1-12 fibers	52	per strand	\$ 62.50	\$ 3,250.00
Fusion Splicing 13-24 fibers		per strand	\$ 36.25	\$ -
Fusion Splicing 25-48 fibers		per strand	\$ 28.46	\$ -
Fusion Splicing 49-96 fibers		per strand	\$ 34.35	\$ -
Fusion Splicing 97 and above		per strand	\$ 31.25	\$ -
Provide/install 8.5"x22" Preformed splice case		EA	\$ 1,375.00	\$ -
Provide/install Tyco 450D splice case		EA	\$ 1,750.00	\$ -
Provide/Install Tyco 450C splice case	2	EA	\$ 1,450.00	\$ 2,900.00
Provide/install Tyco splice trays	2	EA	\$ 1,250.00	\$ 2,500.00
Provide/install Preformed PUP case		EA	\$ 1,030.00	\$ -
Provide/install Preformed RUNT case		EA	\$ 700.00	\$ -
Re-use existing splice case (open/close)		EA	\$ 470.00	\$ -
Install wall mount enclosure		EA	\$ 375.00	\$ -
Install adapter panels in existing panel		EA	\$ 312.50	\$ -
install patch panel		EA	\$ 320.00	\$ -
Fiber testing		HR	\$ 390.63	\$ -
Prep and add cable	2	FT	\$ 468.75	\$ 937.50
Fiber troubleshooting or testing		HR	\$ 190.00	\$ -
Setup fee per location	5	EA	\$ 312.50	\$ 1,562.50
Proof existing duct/remove abandoned cable		FT	\$ 6.50	\$ -
Provide/install 2--2" EMT	182	FT	\$ 87.50	\$ 15,925.00
Provide/install Rigid Steel Riser w/ J-box	3	EA	\$ 4,062.50	\$ 12,187.50
Provide/install 8x8x12 J-Box		EA	\$ 437.50	\$ -
Provide/install 12x12x10 J-Box		EA	\$ 937.50	\$ -
Provide/install 24x24x10 J-Box		EA	\$ 1,500.00	\$ -
Inside plant contingency	1	LS	\$ 2,500.00	\$ 2,500.00
Outside Plant contingency	1	LS	\$ 7,500.00	\$ 7,500.00
Provide/install trace wire #10 AWG		FT	\$ 0.63	\$ -
Bore/place 2-2" HDPE SDR 11 ducts		FT	\$ 25.00	\$ -
Provide/install 2-30x48x24 stacked for 48High		EA	\$ 2,437.50	\$ -
Remove/replace concrete drive	370	EA	\$ 49.38	\$ 18,268.75

contact Jim Dawson at jdrccd@airmail.net or 469-925-6641.
This estimate/proposal is not contractual at this time.

Pictures/diagrams

SCOPE OF WORK

Section 1- General / Project Overview

1.01 This proposal was prepared by Jim Dawson.

Section 2 Scope

Provide/install 1400' of 2-1.5" HDPE ducts and one-24x36x36 HHs along west side of Sherman from Phillips to 616 Sherman St. and provide/install two 30x48x36 HH. Remove/replace concrete sidewalk/pavement as needed. Provide/install 600' of 2-1.5" HDPE ducts and two-24x36x36 HHs on east side of Sherman St. Also provide/install 1000' of 3-1.5" HDPE ducts on east side of Sherman.

Provide/place two risers into bldg. Provide/install 160' of 2-2" EMT ducts and two 24x24x10 metallic pullboxes in ceiling for fiber cable storage inside of 616 Sherman.

Section 3 OSP Construction

- 3.01 All Sidewalks, streets, alleyways, gutters, façade, and landscaping items along the cable pathway and around the entrance facilities will be replaced to its original condition or better. All environmental conditions will be documented prior to construction activities to provide information of pre-existing conditions. FCI reserves the right to replace sod, trees, and/or shrubbery during favorable times of the year to ensure growth of the replaced items. This will not preclude acceptance and payment of the project if substantial completion and operation of the network has been achieved.
- 3.02 FCI will provide forty-eight hours prior notice to the building owner and/or designated representative to arrange unrestricted access. It is recommended that these site visits be conducted in the presence of the building owner's representative(s). Videotape shall be made as a record of pre-existing conditions. This videotape will remain the property of FCI during and after project completion as a record of the project documentation.
- 3.03 Client and building owner must approve all penetrations into building structures, in writing, before commencement of work. All penetrations into building will be sealed around the conduits (sleeves) to help prevent water penetration or other material from intruding into structure from around the metal conduit sleeve.
- 3.04 FCI may place the conduit described above using directional boring as the primary method of installation. This is preferred due to the minimal impact upon the conduit route's environmental conditions. Directional boring techniques may reduce the restoration requirements of the project. Restoration efforts are directly affected by the utility density along the route and with the level of landscaping encountered along the parkways and around buildings.
- 3.05 FCI may place a portion of the conduit for this installation using open trenching methods. When trenching methods are utilized, during backfill activities, FCI shall place a warning tape above the conduit to alert any future excavator of the presence of an underground facility. This Warning Tape will be placed approximately 18-inches below the existing ground surface. The tape may contain specific information about the owner of the facility, including contact information.

- 3.06 Prior to underground conduit placement operations, FCI shall notify all utilities and agencies of the pending construction through a State-Approved One-Call service as required by law. FCI may elect to “pot-hole” the marked utilities for location verification.

Note: Delays by Member Utilities in locating facilities in the public right-of-way or on private property may effect the timeline of this project. These types of delays are outside the control of FCI.

- 3.07 Grade-mounted hand-holes will be constructed of a fiberglass-reinforced aggregate matrix bound with polymer resin or reinforced concrete. The hand-hole cover will be mounted flush with existing grade and constructed with a load rating of Tier 15 (22K).

- 3.08 Excavated surface areas shall be restored to equal or better than their state prior to construction.

Section 4 Rock Clause

- 4.01 An additional charge may apply if solid rock is encountered while directional boring. In the event solid rock is encountered, FCI shall notify Client in writing prior to incursion of additional fees related to the rock.

Section 5 Backbone Cabling

Section 6 Quality of Work

- 6.01 FCI's installation practices will be governed by EIA/TIA Telecommunications Building Wiring Standards, the BICSI Telecommunication Distribution Methods Manual and local building codes.
- 6.02 All work shall be done in accordance with the respective drawings, written specifications, supplemental information, industry standards, trade practice, and applicable regulatory agencies.
- 6.03 All work shall be performed by competent personnel and executed in a neat and workmanlike manner providing a thorough and complete installation.
- 6.04 Any work deemed inferior shall be reported to FCI for immediate corrective action.
- 6.05 FCI shall be responsible on a daily basis for cleanup and removal of all debris resulting from work performed by FCI. Upon completion of the project, FCI shall remove all tools, equipment, obstructions or debris present as a result of FCI's portion of the overall project.

Section 7 Schedule

- 7.01 FCI's normal work schedule for this project shall be Monday - Friday, 8:00am - 5:00pm. Work beyond this schedule requires the approval of FCI or overtime rates will be charged to the Customer via a Change Order.

- 7.02 Refer to the 'Assumptions' list for additional schedule information.
- 7.03 The project duration is estimated at 20 days for conduit installation inside and outside. Splicing is included in timeline. Timeline is in two phases with demobilization/remobilization included.

Section 8 Project Management

- 8.01 FCI shall provide qualified on-site installation supervision.

Section 9 Facility Damage

- 9.01 FCI shall take necessary steps to protect all received materials from dents, scratches, dust, temperature, weather, cutting and other hazardous conditions.
- 9.03 FCI reserves the right to replace required items with suitable substitutes of the removed items. This will not preclude acceptance and payment of the project if substantial completion and operation of the network has been achieved.

Section 10 Changes to the Scope of Work

- 10.01 After the project begins FCI will not perform any verbally-requested change orders. Any work not specifically outlined within this Scope of Work is deemed to be Out of Scope and subject to the Change Order process. FCI has endeavored to provide accurate counts of equipment, cabling, etc. based on the information provided within the RFP.
- 10.02 If Client requests additional connections FCI can provide these connections on a "Change Order" basis.
- 10.03 All Change Orders will be accepted in written form and approved by Client and FCI prior to commencement of work on Change Order Requests.

Section 11 Project 'As-Built' Documentation

- 11.01 FCI shall provide 'red line' drawings that accurately reflect the installation and termination of all installed cable plant associated with this installation.

Section 12 Cable Testing and Verification

- 12.01 FCI will test all fiber strands using an Optical Time Domain Reflectometer (OTDR). The test results will be provided to the Customer via hard-copy and/or electronic version upon request.
- 12.02 Testing shall verify that the final termination of all cabling is operational at the level which is the current standard and meets the operational specifications for each type of wiring.

Section 13 Milestones

- 13.01 Payment terms shall be determined at the time of final contract negotiations. FCI prefers one-time billing upon client acceptance.

ASSUMPTIONS

Section 1 General

- 1.01 For reference in this proposal only, Richardson ISD shall be identified as Client.
- 1.02 This proposal is valid only if Client signs (or already has in place) a contract which incorporates the FCI terms and conditions.
- 1.03 Client agrees to all terms and conditions herein, including payment terms of net 45 days from receipt of FCI invoice.
- 1.04 If Client declares exemption from State and Local sales tax, Proof of Tax Exemption must be provided prior to contract signing. If Tax Exemption Certificate is not on file at contract signing all taxes (State and Local) will apply.
- 1.05 FCI liability arising out of or relating to the work described in this quote is limited to the amount paid to FCI for this work.
- 1.06 This proposal is based on the completion of the entire scope of work. A reduction in the amount of work to be completed may increase the price of individual work functions.
- 1.07 If Client is not the property owner, then Client represents and warrants to FCI that it has obtained any necessary approvals from the property and/or building owner for this project.
- 1.08 This proposal assumes there is no requirement for the payment of prevailing Wages, Davis Bacon Wages, Walsh-Healy wages, Contract Service Act Wages or any other predetermined or prevailing Wages or fringe benefits. In the event there is a requirement for the payment of specific wages and/or fringe benefits, the difference between such specific wages and / or benefits and the actual wages and / or benefits paid, plus FCI's normal mark-up for overhead and profit shall be an extra to this proposal.
- 1.09 Any new cable pathway structures (metallic conduit, duct, innerduct, pull-boxes, etc.) included in this proposal, even if installed exclusively to support installation of FCI service-providing cable, shall be considered Client-owned.
- 1.10 Material pricing in this proposal represents "price in effect" at the time of purchase. Receipt of a Client Purchase Order will authorize FCI to purchase the products required to complete the project as scheduled. FCI reserves the right to adjust this proposal based on the cost of materials at the time Client provides a Purchase Order.

Section 2 Exclusions

- 2.01 This proposal does not include any costs associated with third party/independent quality assurance or testing.
- 2.02 This proposal does not include any bid, performance or payment bonds (or associated costs).
- 2.03 This proposal does not include bringing the existing facilities up to code.
- 2.04 This proposal does not include assembly/reassembly of modular furniture.

- 2.05 This proposal does not include grounding and bonding of *existing* equipment, manholes or cabling.
- 2.06 This proposal does not include conduit or power for the alarm system.
- 2.07 This proposal does not include any power strips.

Section 3 Schedule

- 3.01 FCI's requires a minimum of 10 working days notice before the start of work.
- 3.02 FCI installation charges indicated in this proposal are based on a construction interval as noted on the quotation sheet and/or Scope of Work. Client may be responsible for increased charges if additional labor or premium wages are required to achieve a shorter installation interval at Client's request. Client may be responsible for increased charges if additional labor or premium wages are required to maintain the contracted installation interval following Client delays.
- 3.03 Alterations or deviations, if any, from the above scope of work, or any delays or postponements of the work by the Client or it's agents which result in additional materials or labor costs, will become an extra charge which will be billed as an addition to this proposal amount. Any extra move on or off the job site due to circumstances beyond FCI's control will be billed as an extra at hourly labor and equipment rates in effect at the time.
- 3.04 FCI will perform this job in its entirety only and all work will be performed within FCI's normal work schedules, unless Client contracts for premium work scheduling.
- 3.05 Completion date for this project will be negotiated pending contract signing and/or Client Purchase Order receipt by FCI, and may depend on the manufacturer's ability to ship the necessary products.
- 3.06 This proposal assumes all material and /or equipment will be transported standard ground fashion. No air freight or expedite costs are included.
- 3.07 Any delays caused by outside parties (i.e., the Client, general contractor, electricians or contract vendors other than FCI) will be documented and presented to the Point of Contact for resolution.

Section 4 Existing Conditions

- 4.01 FCI assumes there are no abnormal environmental or hazardous conditions on the Client's premise which would require extraordinary safety and/or regulatory functions, activities, permits or certifications for FCI to perform the required work.
- 4.02 FCI assumes the client will provide free and clear cable pathways for the installation of the proposed cable system. Additional time, labor, and material required by FCI to make pathways free and clear shall be at Client's expense.
- 4.03 Existing conduit must be usable, undamaged, and have room to place additional cable/s. If existing conduit is not usable the Client will incur additional costs.
- 4.04 Client-provided conduit will be installed per industry standards, will be sized to accommodate proposed cable placements, must be usable and will have pull lines in place. If rodding or placing a pull string is required, the Client will be responsible for the additional cost.

- 4.05 Unless specifically described otherwise in the Scope of Work, no provision has been made in this proposal for the removal, evacuation or disposal of Client-owned, obsolete cabling facilities or components. Compliance with local, state, and federal codes beyond the installation of the cabling system mentioned in this proposal, is the responsibility of Client.
- 4.06 The Scope of Work does not include abandoned cable removal. FCI can provide this service at time and materials rate and an estimate of time. This change to the scope of work can be addressed with a Job Change Order.
- 4.07 FCI assumes an existing TIA-607 compliant Building Ground System meeting local, state, and national electrical codes within each telecommunications room. Where bonding to this ground system is required, FCI shall install a telecommunications grounding bus bar and #6 AWG ground conductor for bonding to the existing building grounding system. Where a building ground system is not installed, code or standards compliant, Client will be notified and given an opportunity to make appropriate corrections. Additional work performed by FCI to provide code or standard compliance shall be at Client's expense.
- 4.08 FCI does not guarantee Client's existing cable facilities.
- 4.09 FCI assumes all existing cable is color-coded and requires no tagging for identification.
- 4.10 Custom pricing will be required if lift-out ceilings are not available along the entire cable path, or metallic conduit or raceway is required to be installed by FCI.
- 4.11 FCI assumes client-provided quantities and footages are accurate. Additional costs incurred as a result of discrepancies may be charged to Client as a 'Change Order.'

Section 5 Client Responsibilities

- 5.01 Client will be responsible for identifying all areas containing asbestos, lead paint, and /or other hazardous materials. Client will also be responsible for the removal and /or abatement of all hazardous materials and any associated costs.
- 5.02 Client shall provide a suitable and safe environment for FCI work at Client's premises. Prior to FCI's commencement of the work proposed hereunder, Client shall advise FCI of the presence on Client's premises of any substance or material that is classified as a hazardous material, hazardous chemical, hazardous substance, pollutant, contaminant, or toxic substance under any federal, state, or local law, regulation or ordinance ("Laws") related to the pollution or protection of air, ground or surface water, soil or other environmental media or occupational health and safety ("Hazardous Substance") or any other environmental or safety hazard.
- 5.03 Client understands and agrees that FCI does not handle, remove, or dispose of Hazardous Substances on Client's premises. If FCI would have to disturb, handle, or remove known or presumed Hazardous Substances in order to perform its services, including but not limited to drilling through floors, walls, or other surfaces that contain or may contain Hazardous Substances or otherwise disturb Hazardous Substances in order for FCI to perform services, then Client must undertake such activity and handle or remove the Hazardous Substance at its own cost and expense in accordance with applicable Laws and to FCI's satisfaction before FCI initiates services.

- 5.04 If, during its performance of services, FCI's employees, subcontractors, or agents encounter a Hazardous Substance or other environmental or safety hazard, FCI may suspend its performance until Client, at its own expense, completes the clean up and removal of the Hazardous Substance in accordance with applicable Laws or removes hazards to FCI's satisfaction. Client's failure to abate a Hazardous Substance or hazard within thirty (30) days of FCI's suspension of performance pursuant to this clause shall constitute a material breach for which FCI may terminate this contract or the applicable order. Client shall pay FCI for any costs, expenses, fines, or penalties incurred by FCI as a result of the presence of the Hazardous Substance or hazard and its suspension of performance.
- 5.05 Client will be responsible for identifying and additional costs associated with any Historical or environmental (endangered species, archeological sites/digs, etc.) issues.
- 5.06 Client is responsible for providing access to any buildings, equipment rooms, etc., necessary for FCI to complete the required work. Client will provide adequate parking for FCI equipment and employees at no additional cost to FCI or its sub-contractors, for the duration of this project.
- 5.07 Client will provide a point of contact to interface with FCI point of contact.
- 5.08 Client will provide access to all work areas during normal and after duty hours if required.
- 5.09 Client is responsible for providing adequate power and power access in locations where equipment is to be placed. If additional power is required it will be responsibility of Client.
- 5.10 Client will provide all building entrances, core drills and/or openings that are required to place facilities on the premise. FCI can provide these services at an additional cost, if Client desires.
- 5.11 Client is responsible for all costs associated with permits, easements and / or right-of-ways.
- 5.12 Client will provide cable trays, raceways, sleeves, floor penetrations, and junction boxes. These can be furnished and installed by FCI via a Change Order.
- 5.13 Client is responsible for providing the latest construction schedule from the General Contractor in order to coordinate with the ceiling tile contractor and the furniture contractor schedule prior to the commencement of telecommunications cabling work.
- 5.14 Client is responsible for providing utility locates on client-owned or other utilities on their property. This includes lighting, landscaping, sprinkler systems and outdoor power systems. Private use water lines or drainage facilities also needs to be located, if possible.

Section 6 Underground Construction

- 6.01 FCI will utilize the one call locate system to have the existing public utilities located. The Client, at the Client's expense, will locate private lines (water, sewer, power, sprinkler, coax, telephone, etc.). A good locate is a mark within 18 inches of the actual underground facility (per American Public Works Association guidelines). FCI is not responsible for damages that occur as a result of a mislocated or "not located" facility.
- 6.02 FCI shall sod all excavation areas for handhole installations and for conduit tie-in locations. All other trenched locations shall be seeded, not full sod, with grass seed compatible or equal to existing turf conditions. FCI reserves the right to seed at suitable times of the year to promote growth of the seeded areas.

6.03 Costs associated with underground construction are based on standard (clay/black-dirt) soil conditions assuming a clear and unobstructed pathway. If any of the following conditions are encountered during construction, additional fees may apply (FCI will deliver a separate, written proposal in the form of a Change Order which must be approved before any additional fees are incurred):

1) Rocky Soil - Soil containing rock to the point of substantially inhibiting the directional-boring process.

2) Solid Rock - Rock requiring trenching and/or jack hammering to facilitate the underground pathway placement.

3) Obstructions - Unforeseen debris left underground during previous construction (i.e. tanks, foundations, project debris, etc.) which requires obstruction removal or route modification.

4) Undisclosed Contaminated Soil - Soil containing one or more contaminants from an unintentional or intentional spilling, or a naturally occurring contaminant which requires removal or route modification.

Note - Client is solely responsible to identify contaminated soil conditions before construction. Should contaminated soil be encountered, FCI will adhere to all rules and regulations governing the handling of such soil. Potential additional costs include special training and/or procedures required to handle soil as well as cartage/disposal of any contaminated soil that needs to be removed from the site.

6.04 This proposal does not include installation during frozen ground conditions (ground with frost line at a minimum of two feet constitutes frozen ground), nor while state-imposed Frost Restrictions are in effect. If no frost restrictions exist and customer insists on installation, the unit rates for frozen ground condition will be applied to the quantity of units required to complete the project under these conditions. Additional clean-up costs may be incurred as a result of working in these conditions (which will be added to the adjustment in the labor pricing due to frozen ground conditions).

6.05 All existing manholes are equipped with racks, bonded, and grounded according to telecommunication industry standards. The proposal does not include bring existing facilities up to industry standards.

6.06 No soil compaction testing is required.

6.07 No soil erosion control is required.

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**BOARD OF TRUSTEES
Richardson Independent School District
Richardson, Texas**

Date: June 13, 2022

Division: Human Resources

Submitted by: Dr. Christopher B. Goodson, Assistant Superintendent

ACTION ITEM

TOPIC: Recommendation to terminate term contract of employment

BACKGROUND INFORMATION:

Section 21.211(a) of the Texas Education Code authorizes a Board of Trustees to terminate an employee's term contract of employment at any time for good cause as determined by the Board. The Board found good cause to terminate the employee's contract at the May 9, 2022 Board meeting. The employee was provided the required notice of the Board's proposed termination of the employment contract and was given an opportunity to appeal the decision to the Commissioner of Education. The employee has failed to request a hearing regarding the proposed termination by the deadline pursuant to Chapter 21 of the Texas Education Code. Formal action by the Board to terminate the contract is required.

Staff has provided specific information to the Board about this recommendation.

INTERIM SUPERINTENDENT'S RECOMMENDATION:

The Interim Superintendent recommends that the Board of Trustees accept the recommendation to terminate the term contract of employment for good cause of the employee identified on the attached Exhibit A, who did not request a hearing regarding the proposed termination by the deadline pursuant to Chapter 21 of the Texas Education Code.

PROPOSED RESOLUTION

WHEREAS, section 21.211(a) of the Texas Education Code authorizes a Board of Trustees to terminate an employee's term contract of employment when the Board finds good cause for such action as determined by the Board; and

WHEREAS, the Superintendent recommended that the Board terminate the term contract of employment of the Employee identified in Exhibit A hereto, at the expiration of the contract term (June 4, 2022); and

WHEREAS, the Board considered information related to the Superintendent's recommendation and found good cause to terminate the referenced employment contract at the May 9, 2022 board meeting; and

WHEREAS, the Employee was provided the required notice of the proposed termination and given an opportunity to appeal the decision to the Commissioner of Education per Chapter 21 of the Texas Education Code; and

WHEREAS, the Employee did not request a hearing regarding the proposed termination by the deadline provided by Chapter 21 of the Texas Education Code;

THEREFORE, BE IT RESOLVED that the Board of Trustees of the Richardson Independent School District terminates the Employee's contract for good cause in accordance with the requirements of the Texas Education Code and authorizes the Administration to take such other actions as necessary to effectuate the Board's action.

Exhibit A

Employee Name	School
Talyna Neff	Berkner High School



BOARD OF TRUSTEES
RICHARDSON INDEPENDENT SCHOOL DISTRICT

**A RESOLUTION REQUESTING THE TEXAS LEGISLATURE
MODIFY THE TEXAS ELECTION CODE TO ENSURE
STUDENT SAFETY ON PRIMARY ELECTION DAYS.**

WHEREAS, the protection and safety of children attending schools in the Richardson Independent School District is THE top priority for the Board of Trustees and School Administrators; and

WHEREAS, the current Texas Election Code § 43.031, provides that a school building, as a public building, must be made available for use as a polling place in any election that covers territory in which the building is located; and

WHEREAS, the Richardson Independent School District typically has 26 elementary school buildings and two junior high school buildings that are utilized as polling places during primary elections; and

WHEREAS, the current Texas Election Code § 41.007 provides for the state or presidential primary election date to be held on the first Tuesday in March, and the primary run-off date for state elections to be held the fourth Tuesday in May following the primary election; and

WHEREAS, Richardson schools are in session with children attending school on both the first Tuesday in March and the fourth Tuesday in May; and

WHEREAS, Richardson schools are designated as polling places and are therefore required by the current Texas Election Code § 43.031 to provide access to the school building as a polling place to members of the general public; and

WHEREAS, Richardson schools serving as polling locations are prohibited from implementing security protocols for the general public on election days that are in place and required of school visitors on non-election days; and

WHEREAS, the current Texas Election Code § 41.001(a) does provide for voting in each general or special election in this state on Saturdays as an alternative to Tuesdays;

BE IT THEREFORE RESOLVED THAT the Board of Trustees finds a substantial public purpose exists in requesting that the Texas Legislature modify the Texas Election Code regarding election days and the use of school facilities as polling locations. The modification will eliminate the possible risk of an active shooter or other violence to school children, teachers or staff as a result of the school building being open to the public and utilized as a polling place without the ability to implement customary safety protocols while children are in school.

The above Resolution is passed and adopted this 13th day of June 2022 by the Board of Trustees.

APPROVED:

ATTEST:

Regina Harris
President, Board of Trustees

Deborah Rentería
Secretary, Board of Trustees

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**BOARD OF TRUSTEES
Richardson Independent School District
Richardson, Texas**

Date: June 13, 2022

Department: Accountability

**Submitted by: Tabitha Branum, Interim Superintendent
Jacob Cortez, Executive Director for Accountability and Continuous
Improvement**

ACTION ITEM

TOPIC: Preliminary End of Year (21-22) Performance Report

BACKGROUND INFORMATION:

Tonight, we present for the Board's information a preliminary report on the district's 21-22 STAAR/EOC scores, climate survey and MAP performance. The district is waiting for state performance data to provide a comparison of district data to state data. Additionally, CCMR data is not yet available due to the timing of Advanced Placement courses, etc. This report is not an accountability report but a snapshot to provide the Board with an update on 21-22 district performance. This report will not include a finalized action plan to address the EOY results. Staff will be working throughout the summer and with campus staff to identify specific strategies to be addressed in the District Improvement and Campus Improvement Plans.



End of the Year Summary

June 13, 2022

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MAP Growth

Map Growth: Spring Term



- MAP Growth was administered from April 19 to April 25
- Students in grades Kindergarten through 10 were assessed based on subject.
- Subjects assessed included Reading, Mathematics, and Science.
- 64,528 assessment events occurred during the assessment window.
- About 94% of identified students in grades K-10 were assessed in Reading, while about 90% of identified students in grades K-Algebra I were assessed in Math.

Growth: Reading (Fall to Spring)

Overall, 52% of students met their projected growth measures from Fall to Spring. Grades KG and 3-6 were well above the normed average of 50%.

Grade Level	Spring 2022							
	All Students % Met Growth	White % Met Growth	Afr Amer % Met Growth	Hispanic % Met Growth	Asian % Met Growth	EcoDis % Met Growth	Current ELL % Met Growth	Current SPED % Met Growth
All Grades	52%	57%	49%	49%	56%	50%	49%	43%
Kindergarten	56%	64%	49%	53%	53%	52%	46%	40%
Grade 1	45%	47%	43%	42%	43%	43%	45%	34%
Grade 2	53%	58%	47%	47%	60%	49%	47%	45%
Grade 3	58%	61%	57%	53%	62%	56%	55%	47%
Grade 4	56%	61%	49%	55%	60%	54%	57%	47%
Grade 5	58%	61%	58%	53%	63%	56%	52%	48%
Grade 6	57%	59%	51%	56%	63%	55%	55%	47%
Grade 7	46%	51%	40%	44%	55%	45%	41%	41%
Grade 8	51%	58%	46%	47%	55%	49%	46%	42%
Grade 9	46%	47%	46%	44%	56%	44%	39%	41%
Grade 10	49%	55%	48%	46%	52%	48%	44%	36%

Growth: Math K-12 (Fall to Spring)

Overall, 53% of students met their projected growth measures from Fall to Spring. Grades KG, 3, 4, & 6 were well above the normed average of 50%.

	Spring 2022							
Grade Level	All Students % Met Growth	White % Met Growth	Afr Amer % Met Growth	Hispanic % Met Growth	Asian % Met Growth	EcoDis % Met Growth	Current ELL % Met Growth	Current SPED % Met Growth
All Grades	53%	56%	49%	50%	58%	51%	53%	46%
Kindergarten	57%	62%	52%	56%	62%	56%	58%	48%
Grade 1	53%	57%	46%	50%	61%	52%	54%	47%
Grade 2	49%	55%	41%	46%	57%	47%	50%	39%
Grade 3	58%	59%	61%	55%	60%	58%	57%	47%
Grade 4	59%	62%	54%	59%	60%	57%	61%	50%
Grade 5	52%	55%	53%	48%	58%	50%	51%	44%
Grade 6	64%	66%	61%	64%	71%	64%	62%	60%
Grade 7	34%	36%	32%	33%	39%	34%	35%	35%
Grade 8	41%	43%	36%	41%	37%	40%	43%	46%

End of the Year Summary-MAP



Overall, we are seeing student growth from term to term in reading and math.

Celebrations

- 53% of students met their growth projections in math and 52% met in reading.
- Big Springs, Brentfield, Prestonwood, and Thurgood Marshall elementary schools had at least 50% of students meet their projected growth measures in every grade level in reading.
- Aikin, Carolyn G. Bukhair, Lake Highlands, and Thurgood Marshall elementary schools had at least 50% of students meet their projected growth measures in every grade level in math.

Concerns

- Academic gaps continue to exist across demographic groups including Economically Disadvantaged and ethnic groups.
- Maintaining a focus on enrichment and intervention
- Meeting growth targets vs percentile achievement - it is possible to meet growth and still be low-achieving

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Preliminary STAAR Results

Preliminary STAAR Results



- STAAR tests for Spring 2022 were administered in an online testing format.
- Students in grades 3 through 12 were assessed based on subject.
- 53,960 assessment events occurred during the assessment windows.
- Results include all students tested who were enrolled at time of testing.
- Results are considered preliminary until finalized later this month.
- Waiting on state comparison data; will not be released until results are final
- In several cases, results surpassed 2021 levels and were comparable to 2019.

Preliminary STAAR Data: Spring 2022

Reading

Subject Test	Spring 2022				Spring 2021				Spring 2019			
	# Tested	APPR	MEET	MAST	# Tested	APPR	MEET	MAST	# Tested	APPR	MEET	MAST
		%	%	%		%	%	%		%		
3rd Grade Reading	2795	72%	49%	32%	2666	67%	42%	25%	3011	75%	46%	30%
4th Grade Reading	2680	75%	55%	32%	2544	61%	37%	21%	3124	71%	44%	24%
5th Grade Reading	2667	76%	56%	38%	2576	70%	45%	32%	2953	76%	53%	32%
6th Grade Reading	2688	71%	48%	28%	2688	64%	37%	19%	2979	71%	43%	23%
7th Grade Reading	2788	76%	55%	40%	2503	67%	45%	27%	2859	76%	52%	34%
8th Grade Reading	2682	77%	55%	38%	2612	72%	47%	25%	2732	79%	57%	35%
English I EOC	3263	61%	49%	12%	2870	66%	53%	14%	3041	70%	58%	17%
English II EOC	2925	70%	57%	9%	2598	68%	57%	10%	3031	70%	56%	10%
All Reading Tests	22488	72%	53%	28%	21057	67%	46%	22%	23730	73%	51%	25%

Preliminary STAAR Data: Spring 2022

Mathematics

Subject Test	Spring 2022				Spring 2021				Spring 2019			
	# Tested	APPR	MEET	MAST	# Tested	APPR	MEET	MAST	# Tested	APPR	MEET	MAST
		%	%	%		%	%	%		%	%	%
3rd Grade Math	2798	67%	43%	24%	2670	64%	35%	19%	3012	78%	52%	29%
4th Grade Math	2707	69%	44%	25%	2545	62%	41%	27%	3126	72%	47%	29%
5th Grade Math	2668	73%	48%	28%	2565	70%	49%	30%	2950	81%	58%	39%
6th Grade Math	2685	77%	48%	25%	2688	73%	49%	27%	2979	85%	59%	33%
7th Grade Math	663	30%	7%	2%	993	31%	7%	1%	1561	63%	23%	4%
8th Grade Math	3521	60%	30%	11%	2696	56%	33%	10%	2964	83%	59%	22%
Algebra I EOC	3114	67%	39%	25%	3208	67%	36%	21%	2930	86%	67%	46%
All Math Tests	18156	67%	40%	22%	⁴⁶ 17365	63%	38%	21%	19522	79%	54%	31%

Preliminary STAAR Data: Spring 2022

Science

<i>Subject Test</i>	Spring 2022				Spring 2021				Spring 2019			
	#	APPR	MEET	MAST	#	APPR	MEET	MAST	#	APPR	MEET	MAST
	<i>Tested</i>	%	%	%	<i>Tested</i>	%	%	%	<i>Tested</i>	%	%	%
5th Grade Science	2666	62%	39%	20%	2572	63%	35%	15%	2951	75%	51%	29%
8th Grade Science	2688	72%	46%	25%	2603	68%	46%	27%	2729	83%	58%	33%
Biology EOC	2930	82%	61%	28%	2777	81%	58%	26%	2765	89%	67%	31%
All Science Tests	8284	73%	49%	24%	7952	71%	47%	23%	8445	82%	58%	31%

Preliminary STAAR Data: Spring 2022

Social Studies

<i>Subject Test</i>	Spring 2022				Spring 2021				Spring 2019			
	#	APPR	MEET	MAST	#	APPR	MEET	MAST	#	APPR	MEET	MAST
	<i>Tested</i>	%	%	%	<i>Tested</i>	%	%	%	<i>Tested</i>	%	%	%
8th Grade Social Studies	2683	62%	34%	21%	2589	63%	35%	19%	2719	76%	49%	30%
US History EOC	2349	89%	74%	50%	2259	89%	74%	52%	2403	92%	77%	53%
All Social Studies Tests	5032	75%	53%	35%	4848	75%	53%	34%	5122	84%	62%	41%

How are we responding to STAAR/EOC results?



District

Program evaluations will occur over summer after STAAR to determine effectiveness of ESSER programming

- High Fidelity Tier I instruction
- Staying tight to Multi-Tiered Systems of Support (MTSS) implementation plan
- Ongoing training on how to use MAP results and Branching Minds to design intervention & enrichment
- Providing ongoing professional development, supports and resources to campuses
 - Central Support in team PLCs
 - Focused resources on priority TEKS
 - Strengthening work of Interventionists
 - STAAR 2.0

Campus

- Intervention Courses & Supports @ Secondary
- Elementary Principal PLCs
 - Evaluating planning time for teachers
 - How are we growing ALL students? (Approaches to Meets; Meets to Masters, etc)
- Continued focus on parent engagement and student goal-setting
- Every Child. Every Day.
- Monitoring and Supporting High Quality Tier 1 instruction
- Focus on Hands On Teaching (math, science)
- Early Literacy Focus

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Climate Survey Results

Teacher Climate Survey



- The climate survey was administered to all full-time teachers, including campus and centrally assigned teachers.
- The window was open for three weeks in April 2022.
- Questions were grouped into dimensions by area of focus.
- Overall, 80% of teachers responded to the survey.
- Will administer BOY and EOY and report results publicly.

Climate Survey Results

Beliefs & Priorities (Responses = 2,207)

I have the support I need from campus leadership to do my job well.



My school's priorities are similar to what I think they should be.



My campus has the necessary materials and resources to do our job.



Overall, the district is headed in the right direction. 52



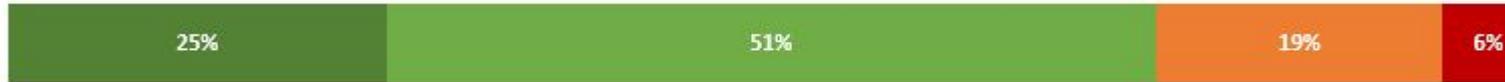
Climate Survey Results

Culture of Feedback & Support (Responses = 2,207)

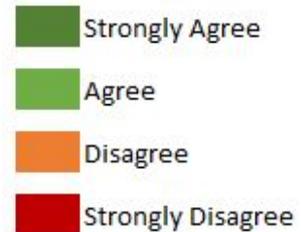
My campus leadership helps me improve the quality of my instruction.



The professional development sessions at my school this year helped me improve instruction.



My team experiences with colleagues this year helped me improve instruction.



Climate Survey Results

Positive Culture & Environment (Responses = 2,207)

I would recommend this school to others to work here.



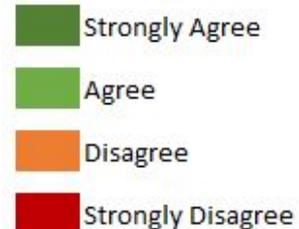
I believe I work in an environment of support and respect.



Discipline is enforced consistently and effectively at my campus.



Unruly students are not permitted to disrupt the learning environment.



Climate Survey Results

College-Going Culture (Responses = 2,178)

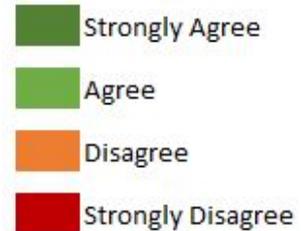
Instruction in this school is focused on helping students get ready for college and/or career.



Teachers at this school accept nothing less from students than their full effort.

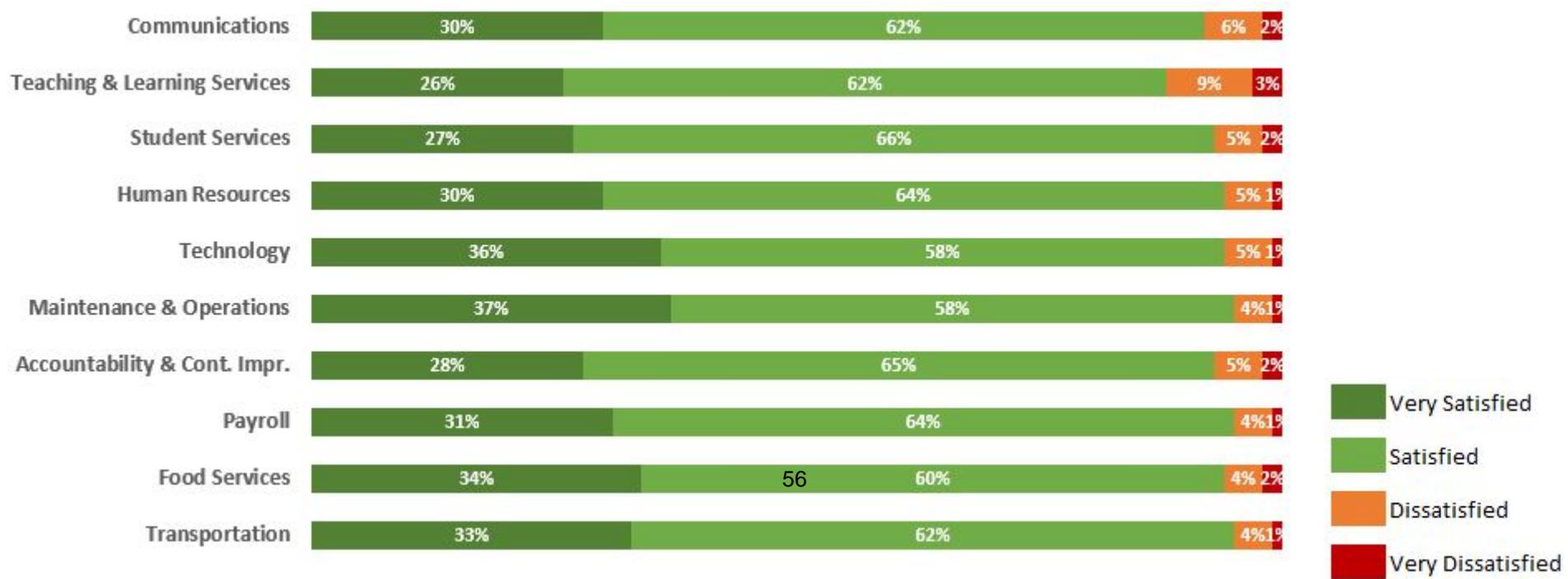


Teachers at this school give students feedback to help them understand how to improve.



Climate Survey Results

Satisfaction with Central Office Services (Responses = 2,195)



Climate Survey Results

Overall Quality (Responses = 2,207)

My school



District



How are we responding to climate survey results?



District

- Strong participation in survey across district
- Areas of Strength
 - Campus support for teachers
 - Team experiences with colleagues
 - I would recommend my campus
 - Teachers give feedback to help improve
 - Central Team support
- Areas of Opportunity
 - Discipline, discipline, discipline
 - Necessary resources
 - Professional Development at my campus
- Board Feedback-Questions?

Questions about EOY Summary

Thank you