



A PROUD TRADITION | A BRIGHT FUTURE

REGULAR BOARD MEETING

Thursday, November 17, 2016

7:00 PM

James Steenbergen, President • Kathryn Kaminski, Vice President • Kay Danziger, Secretary
Anna Gonzales • Dr. Tyson Harrell • Melisa Roberts • Frank Torres

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
NOVEMBER 17, 2016
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Student Reports - Author's in the Classroom
4. Recognitions/awards
5. Introductions
6. Audience to patrons
7. Approval of minutes
 - A. October 18, 2016 - Special Meeting (Workshop) 6
 - B. October 20, 2016 - Regular Board Meeting 13
8. Board members reports
 - A. Meetings and events
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 - A. Meetings and events
 - B. Information for immediate attention
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 - b. George Ranch High School Speech and Debate Team 40
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12. CLOSED SESSION	
A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the	

following purposes: (Time _____)

1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee. 263
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information) 264
 - c. Employee resignations and retirements (Information) 266
2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

RECONVENE IN OPEN SESSION

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

ADJOURNMENT: (Time _____)

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

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 11th day of November 2016 at 3:00 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.

Karen Vacek

Karen Vacek
Secretary to Superintendent

Special Meeting

Be It Remembered

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

Notice of Special Meeting Held

On this the 18th day of October 2016, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Special Session (Workshop) in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

This meeting was duly called to order by the President of the Board of Trustees, Mr. James Steenbergen, at 6:30 p.m.

Members Present:

James Steenbergen	President
Kathryn Kaminski	Vice President
Kay Danziger	Secretary
Anna Gonzales	Member
Tyson Harrell	Member
Melisa Roberts	Member

Members Absent:

Frank Torres	Member
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Others Present:

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
Jill Ludwig	Chief Financial Officer
Linda Lane	Interim Executive Director of Elementary Education
Leslie Haack	Executive Director of Secondary Education
Kathleen Bowen	Chief Human Resources Officer
Mike Rockwood	Executive Director of Community Relations
Valerie Vogt	Academic Administrator

BUSINESS TRANSACTED

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

2. Discussion of October 20th Regular Board Meeting Agenda Items

The Board reviewed the October 20th Regular Board Meeting agenda items.

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10. ACTION ITEMS

10. A GOAL: INSTRUCTIONAL

10. A-1 Consider approval of the 2016-2017 District and Campus Improvement Plans

Mr. Moore presented the plans to the Board.

Ms. Kaminski asked how many parents participated in the “Your Voice” survey. Mr. Rockwood said 3,607 parents, 1,838 staff, and 10,319 students participated. Ms. Kaminski had the Bowie plan from last year and wanted to know how they follow-up to see what their goals were and how they ended up. Mr. Moore said the data is given to the campus and reviewed with them. They look at the accountability targets they are required to meet for this year and where they have not met those targets, they are required to address in this year’s plan. Ms. Kaminski asked if they can go online and see the report. Mr. Moore said all the reports are posted online. Ms. Kaminski asked if the students complete the survey in their classes. Mr. Rockwood said about a month before the survey, parents are made aware via communications from the campuses. Then each individual campus schedules how they are going to implement the survey. They have a 3 week window between Thanksgiving and Winter Break where they can use computer lab time, it takes about 15-20 minutes to complete. Ms. Kaminski asked if the staff are allowed time to complete the survey. Mr. Rockwood said staff members receive a unique email and they have about 3 weeks to complete, and they typically do this on their own time.

10. B GOAL: PLANNING

10. B-2 Consider approval of budget amendment requests

Mr. Steenbergen asked if they are just swapping accounts and carrying forward. Ms. Ludwig said yes, this is business that was in transition at year end.

Ms. Kaminski asked why the donations to the district by outside parties was not spent. Ms. Ludwig said it depends on when the donations were received during the year, some of the money has been deposited but have not been spent for the items that were designated. Ms. Kaminski asked about the classroom instruction. Ms. Ludwig said that during the year when donations are read some are for various items like books, classroom supplies, etc. Ms. Kaminski asked how they could end up with that kind of money at the end of the year if it is for classroom instruction items. She said she hears teachers all the time saying they don’t have enough money. Ms. Ludwig said they have access to the funds, they just haven’t spent it by August 31st. Therefore they roll it forward so they have access to it. Dr. Randle said in some instances, the donations may have come in during June, July, or August and were not spent before the books were closed. Ms. Kaminski said she was really trying to find out about classroom instruction for all the budget amendments, specifically the one for 12 new portable buildings. Ms. Ludwig said all these are very similar. The portable building amendment came in the Spring, and it included the cost of the buildings, the construction, technology equipment, and supplies, etc. Then the work began and at year end they were not finished buying or constructing, so the funds are still in the account in order for the pending bills to be paid.

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10. B-4 Consider approval of purchase of mural art/design services

Ms. Kaminski said she knew of an instance where the teachers at one of the schools wanted to put up the mustang design either in their hallway or classroom, and they had to do it themselves on their own time. Ms. Leach said they actually prefer for an outside contractor to do these services, they paint and apply vinyl coverings or decals. Ms. Kaminski asked if there are specific places in the school where the murals are allowed. Ms. Leach said it is her understanding that it is at the discretion of the principal. Dr. Randle said they like them to inform us so there are not any issues with particular walls.

10. B-5 Consider approval of agreement with MSB Consulting Group, LLC - School Health and Related Services (SHARS) Program

Ms. Roberts asked if this is through the services that are provided locally with the onsite health clinic. Ms. Ludwig said no this is Special Education services. Dr. Randle said this is the Federal Government reimbursing us for the contacts we have for life skill students.

Ms. Gonzales asked if social work services are included. Ms. Ludwig said she thinks so.

Ms. Kaminski asked if we changed companies this year. Ms. Ludwig said yes we had been with HISD for the past few years. Ms. Kaminski asked if we are anticipating a larger revenue. Ms. Ludwig said yes, along with more extensive training, and the software is user friendly. Ms. Ludwig said we had a 30 day trial where they looked at a prior year settlement and it will almost double.

Dr. Harrell asked if we were on a percentage with HISD. Ms. Ludwig said she thinks it was 4.5% of the total they recouped and this one is 6%, with better service.

10. B-6 Consider approval of Interlocal membership to the Central Texas Purchasing Alliance

Ms. Kaminski asked if the districts were smaller or equal to us. Ms. Leach said Round Rock, Austin ISD, and Spring Branch are all a little larger than us. Most of them are in the central Texas area with a combination of larger and smaller districts. They are all trying to put their purchasing power together in order to receive better pricing. Ms. Kaminski asked if there are any districts closer to us. Ms. Leach said Spring Branch and Clear Creek and a few others that will be coming on board in January.

Mr. Steenbergen asked who will be the voting member. Ms. Leach said that currently it is her peers.

10. B-21 Consider approval of procurement method and project authorization for district-wide site lighting

Ms. Kaminski asked if this is security lighting and if we have cameras at the same locations. Mr. McKeever said this is parking lot lighting and there are no cameras on the parking lot lights, but there are cameras on the exterior of the buildings that covers the parking areas. Ms. Kaminski asked if he has ever seen lighting fixtures that have the cameras on the same poles. Mr. McKeever has seen them, and said they could get costly because you have to run cable to them. This is why they are on

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the sides of the buildings. Dr. Randle said most of the cameras on the buildings cover the entire parking lot and beyond.

Ms. Kaminski asked if it was at the new Natatorium that parents were concerned about not enough lights. Mr. McKeever said that was at Traylor stadium and there were some lights that were out and that has been addressed.

Mr. Steenbergen said this will also reduce energy costs.

10. B-24 Consider approval of Lamar CISD 2017 Bond timeline considerations

Ms. Kaminski asked if this will be the same method to volunteer for the committee as last time. Mr. Rockwood said yes and it will start in December. A nomination form will be provided to the Trustees and they each select three representatives from their single member district. Then it is publicized to the community and they can complete forms for interest. Then four members will be selected from each single member district. There will also be ten students and eight campus administrators on the committee. All the names will be brought to the Board in January.

Ms. Roberts asked if they meet every Monday between April through June. Mr. Rockwood said yes. When they start publicizing this to the community they can include information about the meeting dates.

Ms. Danziger asked if the principals put this information on the campus websites. Mr. Rockwood said yes, and they create campus banners that go on each of the pages.

10. B-25 Discussion and action on changes to Board Operating Procedures

Ms. Kaminski said the Board gets their information on a Friday afternoon, and she wanted to know if there was any way to request to extend that an extra two days. Dr. Randle said just putting the Board book together, the staff is working on preparing board agenda items on Wednesday. Then Thursday the items are vetted and the Board book is put together on Friday morning. If the time is extended any, this would then backup it up earlier in the week and often times some of the items are time sensitive and would require amendments to the agenda.

Ms. Kaminski asked about the item listed as Board member conduct during board meetings. She asked if they are talking about the board member conduct or audience conduct. Mr. Steenbergen said the heading is a little misleading. Ms. Kaminski did not see any information on actual board member conduct. Mr. Steenbergen said it is further down. Ms. Kaminski said she has read BOP from other districts and it was separated in very precise language. Dr. Harrell thinks there is a section on this in the policy manual. Mr. Steenbergen said this document refers back to the policy and the policy manual is the ranking document. This is just an extract of the policy manual, and he would like to keep it as simple as possible.

Ms. Kaminski questioned the sections that talk about the Board President having the right to recognize a board member prior to giving their comments and then on number 5 it says board members will raise their hands to be recognized by the presiding officer. Mr. Steenbergen said in his opinion if this is necessary, the Board President can exercise that authority of responsibility as long as the Board manages themselves. He would rather not get that formal, unless they get out of order then they might need to raise their hands to be recognized. Ms. Danziger said they looked at the BOP for future Boards. These are in there to use if needed.

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Ms. Kaminski referenced the section about the Board President reporting the training hours obtained by each Board member and said presently we have a minimum of five hours. She asked if it can be raised to eight hours. Ms. Danziger said they asked this question of Ms. Douglas when she did the training. Dr. Harrell and Ms. Roberts said she said they could not force anyone to take any hours. Dr. Harrell said there is no repercussion for not obtaining the hours. Ms. Danziger said at some point if no one on a board obtained hours, then they could come in.

Ms. Kaminski referenced the section about the officers; she said there was confusion in May when the officers were elected. She said the President was still President, but when they actually nominated for the coming year there was confusion as to who would oversee the May meeting. She asked if it needed to be clarified in the BOP. Mr. Steenbergen said at the time it was convenient because the President set that agenda for the May meeting, it seems logical to have the President who put the agenda together to continue and have the election at the end. Ms. Danziger said this year will be an election and the officers will be elected at a separate meeting.

Ms. Kaminski asked about reviewing the BOP and thought there should be a timeline included to review every two to three years and not leave it to the majority of the Board. Mr. Steenbergen suggested she bring this as an amendment to Thursday's meeting.

11. INFORMATION ITEMS

11. A GOAL: INSTRUCTIONAL

11. A-1 2016 State Accountability Ratings and Distinction Designations

Mr. Moore said this year we are proud to have all of our campuses to achieve the "Met Standard" rating, which is currently the highest rating in the accountability system. Frost Elementary, Jane Long Elementary, and Taylor Ray Elementary received all of the distinction designations.

Ms. Gonzales asked about the schools that did not receive any stars. Mr. Moore said they came close or are working on improvements in their campus plans.

Ms. Danziger asked how they are compared. Mr. Moore said each school is ranked with 40 other schools based on enrollment size, mobility rate, and percentage of English language learner students. They are ranked in the performance areas based on that cohort of 40, which can come from anywhere in the state.

Ms. Roberts asked if the closing gap would prevent a school that is already doing well from receiving this. Mr. Moore said there really is not a prevention, it is where they are in the list of 40 cohort schools. He clarified that these are schools that ranked in the 10 of those 40. If they did not rank in the top 10, they did not receive a distinction designation.

Ms. Gonzales said there were 10 schools that did not receive any stars. She said she is going to assume their plan is in the campus improvement plan. Mr. Moore said in the campus improvement plans there are targets to increase performance with the eventuality that they would receive distinction designations if they rank high enough in their cohort of 40. Dr. Randle said they could have made progress, but just did not get a distinction.

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Ms. Roberts asked if a school did really well last year, would this work against them in receiving a star. Mr. Moore said not really, it is based on the individual student performance. Ms. Roberts asked why Hubenak only received two stars, they have always done really well. Mr. Moore said they are grouped with larger schools, and it is their position vs. those other 40 schools. The list of 40 schools changes every year.

Ms. Gonzales said she is looking at this list again, and the schools are the same schools that were on here four years ago. She said the answer she is hearing is that we changed administration and the answer is in the campus improvement plan. She is still concerned and wants to see the campus improvement plans for these 10 schools that did not receive any stars and see what the changes are for the last four years until now. She wants to see the plans for Terry, George, Wessendorff, Bowie, Huggins, Hutchison, Pink, Smith, Thomas, and Travis. She wants to be sure the campus improvement plans are being utilized. Mr. Moore said the campus site based committee is what drives this, per state law and board policy. Dr. Randle said it may be more appropriate to look at growth because some of the campuses did see growth. These campuses did make progress.

11. B GOAL: PLANNING

11. B-3 Region 4 Maintenance and Operations Update

Mr. Steenbergen asked Mr. McKeever when was the last time a board member asked about anything on this list. Mr. McKeever said it has been awhile, but they have been asked. Mr. Steenbergen will address this item on Thursday. He asked if this was put in by board vote. Dr. Randle recalled that it came about with some questions about maintenance and what was going on within the district.

11. B-7 2016-2017 Attendance Boundary Committee

Ms. Danziger asked if the ABC committee will serve simultaneously as the bond committee. Mr. Rockwood said there will be a little overlapping. The Board should vote on the Lindsey zones in February, before the bond committee really starts meeting. The zoning committee representatives are actually chosen by the campus principal from the campuses that are involved in the zoning process.

3. AUDIENCE TO PATRONS

None

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

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements (Information)

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2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
3. Section 551.071 – To meet with the District’s attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

The Board adjourned to Closed Session at 7:31 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 7:38 p.m.

ADJOURNMENT

The meeting adjourned at 7:38 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

James Steenbergen
President of the Board of Trustees

Kay Danziger
Secretary of the Board of Trustees

Regular Meeting

Be It Remembered

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

Notice of Regular Meeting Held

On this the 20th day of October 2016, the Board of Trustees of the Lamar Consolidated Independent School District of Fort Bend County, Texas met in Regular Session in Rosenberg, Fort Bend County, Texas.

1. CALL TO ORDER AND ESTABLISHMENT OF A QUORUM

This meeting was duly called to order by the President of the Board of Trustees, Mr. James Steenbergen, at 7:00 p.m.

Members Present:

James Steenbergen	President
Kathryn Kaminski	Vice President
Kay Danziger	Secretary
Tyson Harrell	Member
Melisa Roberts	Member

Members Absent:

Anna Gonzales	Member
Frank Torres	Member

Others Present:

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
Jill Ludwig	Chief Financial Officer
Linda Lane	Interim Executive Director of Elementary Education
Leslie Haack	Executive Director of Secondary Education
Kathleen Bowen	Chief Human Resources Officer
Mike Rockwood	Executive Director of Community Relations
David Jacobson	Chief Technology Information Officer
Michelle Morris	Attorney

BUSINESS TRANSACTED

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

2. OPENING OF MEETING

A moment of silence was observed and the pledge of allegiance was recited.

3. STUDENT REPORTS

a. Science with Life Skills

Ms. Runge from Wertheimer Middle School along with the following students presented a lab they did on chemical and physical changes:

Oluwabukola Ajayi
Violeta Paulin
Justin Quintanilla

4. RECOGNITIONS/AWARDS

Mr. Steenbergen gave the following schools certificates of recognition as they earned all distinction designations:

Frost Elementary School
Jane Long Elementary School
Taylor Ray Elementary School

5. INTRODUCTIONS

None

6. AUDIENCE TO PATRONS

None

7. APPROVAL OF MINUTES

A. SEPTEMBER 13, 2016 SPECIAL MEETING (WORKSHOP)

It was moved by Ms. Kaminski and seconded by Ms. Roberts that the Board of Trustees amend the minutes of September 13, 2016 Special Meeting (Workshop) to reflect that she asked if transportation is provided to various childcare centers and 6th grade campuses. The motion carried unanimously.

It was moved by Ms. Danziger and seconded by Dr. Harrell that the Board of Trustees approve the minutes as amended for the September 13, 2016 Special Meeting (Workshop). The motion carried unanimously.

B. September 15, 2016 REGULAR BOARD MEETING

It was moved by Ms. Kaminski and seconded by Dr. Harrell that the Board of Trustees approve the minutes of September 15, 2016 Regular Board Meeting. The motion carried unanimously.

8. BOARD MEMBER REPORTS

a. Meetings and Events

Ms. Kaminski reported the Facilities Committee met. She reported the status of projects going on throughout the District.

Ms. Danziger reported the Technology Committee did not met. She reported the status of projects going on throughout the District. She and Mr. Steenbergen attended the

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TASA/TASB Conference in Houston. She also attended the State of the Schools, and the production of “Peter and the Starcatcher” at Foster High School.

Mr. Steenbergen attended a roundtable hosted by Senator Kolkhorst. He said at TASB every speaker they heard was helping to prepare for the next legislative meeting. He also attended the Arredondo Elementary Honor Society induction, Bowie “Fit America” program, and the marching band competition.

9. SUPERINTENDENT REPORTS

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

Dr. Randle said the Board covered a lot of the activities that are going on in the District and he thanked the Board for their attendance at these activities.

ACTION ITEMS FOR CONSENT OF APPROVAL: 10. A-1 – 10. A-2; 10. B-1 – 10. B-25; and 10. C-1

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

10. A GOAL: INSTRUCTIONAL

10. A-1 Approval of the 2016-2017 District and Campus Improvement Plans

Approved the 2016-2017 District and Campus Improvement Plans.

10. A-1 Approval of out-of-state student trip requests, including but not limited to:

a. George Ranch High and Terry High Schools

Approved the out-of-country travel for George Ranch High School and Terry High School students and staff to travel to Foshan, China from January 1 – 14, 2017.

10. B GOAL: PLANNING

10. B-1 Ratification of Quarterly Investment Report

Ratified the quarterly investment report as submitted for the quarter ending August 31, 2016. (See inserted pages 10- A – 10-F.)

10. B-2 Approval of budget amendment requests

Approved budget amendment requests as attached. (See inserted pages 10-G – 10-I.)

10. B-3 Ratification of Financial and Investment Reports

Ratified the Financial and Investment Reports as presented.

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10. B-4 Approval of purchase of mural art/design services

Approved all vendors who responded to the proposal for mural art/design services for the District.

10. B-5 Approval of agreement with MSB Consulting Group, LLC - School Health and Related Services (SHARS) Program

Approved an agreement between the Lamar Consolidated Independent School District and MSB Consulting Group, LLC (MSB) for the administration of the SHARS (Medicaid Consulting and Billing) and MAC (Medicaid Outreach Services) Programs within the District, and allowed the Superintendent to execute the agreement. (See inserted pages 11-A – 11-E.)

10. B-6 Approval of Interlocal membership to the Central Texas Purchasing Alliance

Approved a resolution and Interlocal Participant Agreement with the Central Texas Purchasing Alliance, authorized the Board President to execute the agreement, and the Purchasing Department to pay a membership fee of \$150 annually. (See inserted pages 11-F – 11-T.)

10. B-7 Approval of donations to the district, including, but not limited to:

- a. Foster High School
- b. Frost Elementary School
- c. Fulshear High School
- d. George Jr. High School
- e. Velasquez Elementary School
- f. Wertheimer Middle School

Approved donations to the District.

10. B-8 Approval of resolution proclaiming:

- a. Parent Involvement Week

Approved the attached resolution proclaiming November 14 - 18, 2016 as “Parent Involvement Week” in the Lamar Consolidated Independent School District. (See inserted page 11-U.)

10. B-9 Approval of professional topographic surveying services for Carter Elementary School

Approved Charlie Kalkomey Surveying, Inc., A Jones & Carter Company, for professional topographic surveying services for Carter Elementary School in the amount of \$8,500 and authorized the Board President to execute the agreement. (See inserted pages 11-V – 11-X.)

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10. B-10 Approval of Texas Accessibility Standards Review and Inspection for Carter Elementary School

Approved American Construction Investigations, Ltd. (ACI) for Texas Accessibility Standards Review and Inspection for Carter Elementary School in the amount of \$2,348 and authorized the Board President to execute the agreement. (See inserted pages 12-A – 12-B.)

10. B-11 Approval of professional platting services for Carter Elementary School

Approved Charlie Kalkomey Surveying, Inc., A Jones & Carter Company, for professional platting services for Carter Elementary School in the amount of \$9,000 and authorized the Board President to execute the agreement. (See inserted pages 12-C – 12-E.)

10. B-12 Approval of HVAC test and balance for Lindsey Elementary School

Approved Engineered Air Balance Co., Inc. for the HVAC test and balance service for Lindsey Elementary School in the amount of \$80,300. (See inserted page 12-F.)

10. B-13 Approval of geotechnical study for Carter Elementary School

Approved Terracon, Inc. for the geotechnical study for Carter Elementary School in the amount of \$8,500 and authorized the Board President to execute the agreement. (See inserted pages 12-G – 12-L.)

10. B-14 Approval of the district-wide access control system service order for KCI Technologies

Approved the service order for KCI Technologies for the district-wide access control system in the amount of 6% of the total construction cost and authorized the Board President to execute the agreement. (See inserted pages 12-M – 12-N.)

10. B-15 Approval of CenterPoint Energy gas development fees for Lindsey Elementary School

Approved CenterPoint Energy's gas development fees for Lindsey Elementary School and approved the payment in the amount of \$7,781.65.

10. B-16 Approval of CenterPoint Energy blanket easement for Lindsey Elementary School

Approved the CenterPoint Energy blanket easement for the installation of overhead and underground electric service at Lindsey Elementary School and authorized the Board President to execute the easement documents. (See inserted pages 12-O – 12-X.)

10. B-17 Approval of the Foster High School water plant upgrades service order for KCI technologies

Approved the service order for KCI Technologies for design of the Foster High School water plant upgrades in the amount of 6% of the total construction cost and authorized the Board President to execute the agreement. (See inserted pages 12-Y – 12-AA.)

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10. B-18 Approval of professional topographic surveying services for the Foster High School water plant upgrades

Approved Charlie Kalkomey Surveying, Inc., A Jones & Carter Company, for professional topographic surveying services for the Foster High School water plant upgrades in the amount of \$11,000 and authorized the Board President to execute the agreement. (See inserted pages 13-A – 13-D.)

10. B-19 Approval of fiber data connection for Lindsey Elementary School

Approved Phonoscope Light Wave, Inc. for fiber data connection for Lindsey Elementary School in the amount of \$77,866 and authorized the Board President to execute the agreement. (See inserted page 13-E.)

10. B-20 Approval of Vanir/Rice & Gardner consultants contract amendment No. 2

Approved contract amendment No. 2 to Vanir/Rice & Gardner Consultants at no additional cost and authorized the Board President to execute the agreement. (See inserted pages 13-F – 13-G.)

10. B-21 Approval of procurement method and project authorization for district-wide site lighting

Approved the procurement method and authorized the administration to utilize competitive sealed proposals as the construction procurement method with the evaluation criteria for district-wide site lighting.

10. B-22 Approval of hazardous materials surveying services for various projects

Approved Environmental Solutions, Inc. (ESI) for hazardous materials surveying services for various projects in the total amount of \$5,180 and authorized the Board President to execute the agreements. (See inserted pages 13-H – 13-Y.)

10. B-23 Approval of Amendment #1 to RFQuote #18-2016LN the HVAC full coverage maintenance and service agreement

Approved the Amendment #1 to the RFQuote #18-2016LN full coverage maintenance and service agreement with Texas AirSystems in the amount of \$29,694 for the addition of Leaman Junior High, Fulshear High School, and the Fulshear High School Fieldhouse to the preventative maintenance program and allowed the Board President to execute the agreement. (See inserted page 13-Z.)

10. B-24 Approval of Lamar CISD 2017 Bond timeline considerations

Approved the suggested timeline for planning a 2017 Bond Referendum.

10. B-25 Discussion and action on changes to Board Operating Procedures

Approved changes to Board Operating Procedures as presented.

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10. C GOAL: PERSONNEL

10. C-1 Approval of new appraisers for teaching staff, 2016-2017 school year

Approved the 2016-2017 appraiser(s) who have recently become certified or are new to Lamar Consolidated Independent School District (LCISD).

11. INFORMATION ITEMS

11. A GOAL: INSTRUCTIONAL

11. A-1 2016 State Accountability Ratings and Distinction Designations

11. A-2 Equal Opportunity Schools Invitational to Washington DC

11. B GOAL: PLANNING

11. B-1 Tax Collection Report

11. B-2 Payments for Construction Projects

11. B-3 Region 4 Maintenance and Operations Update

Mr. Steenberg said this has a lot of detail that the Board really does not need. He said his opinion is to get a summary of this activity at the time the contract is approved each year. He asked the Board if they would agree to drop this report. The Board agreed.

11. B-4 Bond Update

a. 2011

b. 2014

11. B-5 Transportation Update

11. B-6 Projects funded by 2011 available bond funds

11. B-7 2016-2017 Attendance Boundary Committee

11. B-8 Medical/Rx Plan structural changes

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

1. Section 551.074 – For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.
 - a. Approval of personnel recommendations for employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements (Information)

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2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land
3. Section 551.071 – To meet with the District’s attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation

The Board did not convene in Closed Session.

FUTURE AGENDA ITEMS

None

UPCOMING MEETINGS AND EVENTS

George Ranch High School Senior Serve on October 23rd at 4 p.m.
Foster High School Pro Grad Senior Serve on October 29th at 6:30 p.m.
Request to receive a list of performances at the schools.

ADJOURNMENT

The meeting adjourned at 7:27 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

James Steenbergen
President of the Board of Trustees

Kay Danziger
Secretary of the Board of Trustees

**CONSIDER APPROVAL OF THE
2017-2018 STUDENT COURSE SELECTION CATALOG**

RECOMMENDATION:

That the Board of Trustees approve the 2017-2018 Student Course Selection Catalog.

IMPACT/RATIONALE:

The Student Course Selection Catalog is given to each secondary student in the Lamar Consolidated Independent School District. It is a document that provides important information for planning the student's future course of study. Students, parents, counselors, and teachers utilize the guide.

PROGRAM DESCRIPTION:

The Student Course Selection Catalog is a publication that is produced for all middle school, junior high school, and high school students. The catalog contains graduation requirements, information about class rank, special programs such as gifted and talented and special education, and a comprehensive description of course offerings. The catalog is updated yearly to include new courses and to identify deleted courses that will no longer be offered. The proposed 2017-2018 Student Course Selection Catalog with changes, additions, and deletions will be provided under separate cover. Major additions and deletions are attached.

Submitted By: Leslie Haack, Executive Director of Secondary Education
Valerie Vogt, Academic Administrator
Dr. Jennifer Roberts, Director of Student Support Services

Recommended for approval:



Dr. Thomas Randle
Superintendent

2017-2018 Course Selection Catalog

Major Additions and Deletions

Page	Section/Course	Comment
1	Pre-Advanced Placement (PAP)	Clarifying statement of an already existing procedure
1	Advanced Placement (AP)	Clarifying statement of an already existing procedure
1	Texas Virtual School Network	Removal from course catalog
2	Dual/Concurrent College Courses	Clarifying statement of an already existing procedure
2	NCAA Core Courses	Consolidation of information
2	Grading System	Changes as per Board Policy change
3	Scholastic Awards	Clarifying statement of an already existing procedure
3	Classification of Students	Clarifying statement of an already existing procedure
3	State Assessment	Clarifying statement of an already existing procedure
3-4	Alternative State Assessment	Addition to course catalog as outlined by TEA
5	Benefits of RHSP & DAP	Removal of Graduation Plan changes as per TEA
6	Foundation HS Plan (English)	Clarifying statement of an already existing requirement
6	Foundation HS Plan (Math)	Nomenclature change
7	Foundation HS Plan (Science)	Nomenclature change
9	Performance Acknowledgements	College Board requirement change
10	Know About Careers	Program name change
12	Endorsement Career Paths	Removal of courses for 2017-2018
12	Endorsement Career Paths	Nomenclature changes for CTE courses as per TEA
13-15	16 Career Clusters	Nomenclature changes for CTE courses as per TEA
16	Schedule changes	Clarifying statement of an already existing practice
17	1553& 1563 English of Speakers of Other Languages I & II	Clarifying statement of an already existing practice
18	1843 English IV	Clarifying statement as provided by TEA update
19	1893 English IV- AP	Clarifying statement as provided by TEA update
19	1883 English IV- Dual	Clarifying statement as provided by TEA update
19	1773 College Preparatory English	Credit change & Clarifying statement as provided by TEA update
19	1763 Humanities	Clarifying statement as provided by TEA update
19	1963 Creative Writing	Clarifying statement as provided by TEA update
19	1970 Literary Genres	Clarifying statement as provided by TEA update
20	1962 Research & Technical Writing	Clarifying statement as provided by TEA update
20	0133 Advanced Journalism: Yearbook III	Clarifying statement as provided by TEA update
21	0163 Advanced Journalism: Newspaper III	Clarifying statement as provided by TEA update
21	0203 Advanced Broadcast Journalism III	Clarifying statement as provided by TEA update
21	0193 Independent Study: Journalism	Clarifying statement as provided by TEA update
21	0433 Independent Study Speech: Oral Interpretation IV	Clarifying statement as provided by TEA update
21	0233 Debate III	Clarifying statement as provided by TEA update

Page	Section/Course	Comment
21	0234 Debate IV	Clarifying statement as provided by TEA update
22	2543 Algebra I	Prerequisite changes
22	2540 Algebra I PAP	Prerequisite changes
23	2884D ONRAMPS Precalculus	Consolidation of information
24	7560 Statistics and Business Decision Making	Nomenclature change
24	College Preparatory Math	Credit changes due to HB 5
25	2593 Computer Science A	Clarifying statement of an already existing procedure
25	2043 Mathematical Models with Applications	Prerequisite changes due to HB5
25	7539CW Accounting II	Changes due to TEA course revisions
25	3043 IPC	Prerequisite changes due to HB5
26	7640CW Anatomy & Physiology	Prerequisite changes due to HB5
27	8360CW Principles of Technology	Prerequisite changes due to course stream alignments
28	7130W Advanced Animal Science	Prerequisite changes due to HB5
28	8325C Engineering Design and Problem Solving	Clarifying course has an articulation agreement
28	8329CW Engineering Science	Nomenclature change
28	4543 World Geography	Clarifying statement of an already existing procedure
29	4593 Human Geography	Clarifying statement of an already existing procedure
30	4970 Psychology PAP	New course
30	4873 Social Studies Research Method	Course deletion
31	4990 Psychology AP	Prerequisite changes due to HB5
31	4999 Personal Financial Literacy	Existing course added to course catalog
31	5863W Advanced ASL III	Clarifying statement of an already existing procedure
31	5874W Advanced ASL IV	Clarifying statement of an already existing procedure
32	5633 Spanish for Spanish Speakers I & II	Updating statement of an already existing procedure
34	Fine Arts	Clarifying statement of an already existing procedure
34	7553 Art III Drawing	Clarifying statement of an already existing requirement
35	7583 Art IV Drawing AP	Clarifying statement of an already existing requirement
35	7584 Art History AP	Clarifying statement of an already existing requirement
35	7602 Theater & Media Communications	New Course
35	7633W Theater IV	Course number change needed due to HB5
35	7673W Theater Production IV	Course number change needed due to HB5
35	7695W Technical Theater IV	Course number change needed due to HB5
36	7733W Concert Band IV	Course number change needed due to HB5
36	7813 Symphonic Band IV	Course number change needed due to HB5

Page	Section/Course	Comment
36	7858W Wind Ensemble IV	Course number change needed due to HB5
36	7918W Symphony Band IV	Course number change needed due to HB5
36	7853 Instrumental Ensemble IV	Course number change needed due to HB5
36	7893W Jazz Band	Course number change needed due to HB5
37	7083 Music Appreciation	Course deletion
37	7933 Men's Choir IV	Course number change needed due to HB5
37	7973 Women's Choir IV	Course number change needed due to HB5
37	7013W Chorale IV	Course number change needed due to HB5
37	7053W Vocal Ensemble IV	Course number change needed due to HB5
37	7093 Music Theory	Clarifying statement of an already existing requirement
38	7133W Dance IV	Course number change needed due to HB5
38	Health, Physical Education and AFJROTC	Clarifying statement of an already existing procedure
39	6940W Cheerleading IV	Course number change needed due to HB5
39	Athletics	Course number change needed due to HB5
39	6080W AFJROTC	Course number change needed due to HB5
40	Content-based ESOL for Science	Clarifying statement of an already existing procedure
40	Foundation of Intensive Language Acquisition Support	Nomenclature change and Clarifying statement of an already existing procedure
40	7063 Sports Medicine I	Changes due to TEA course revisions
40	7073 Sports Medicine II	Changes due to TEA course revisions
40	5803 AP Seminar	Prerequisite changes based on College Board recommendation
40	5804 AP Research	Prerequisite changes based on College Board recommendation
41	2533 Computer Science I	Prerequisite changes due to HB5
41	2573 Computer Science I PAP	Prerequisite changes due to HB5
41	2592 Computer Science Principles- AP	Prerequisite changes due to HB5
41	2595 Computer Science A - AP	Prerequisite changes due to HB5
41	2574W Advanced Computer Science II	Prerequisite changes due to HB5
42	2594D ONRAMPS Thriving in our Digital World	Clarifying statement of an already existing procedure
42	7140 Agribusiness Management & Marketing	Prerequisite changes due to HB5
42	7160C Agricultural Structures Design & Fabrication	Nomenclature change
43	7110 Livestock Production	Changes due to TEA course revisions
43	7121 Equine Science	New course due to TEA course revisions
43	7190 Veterinary Medical Applications	Prerequisite changes due to new course

Page	Section/Course	Comment
43	7108C Introduction to Process Technology	Prerequisite changes due to HB5
43	7109C Petrochemical, Safety, Health and Environment	Prerequisite changes due to HB5
44	7181C, 7183CW,7130W	Nomenclature change
44	7209 Principles of Architecture	New course due to TEA course revisions
44	7210 Interior Design I	Changes due to TEA course revisions
44	7211 Interior Design II	Changes due to TEA course revisions
44	7217 Practicum in Interior Design	Changes due to TEA course revisions
44	7219 Principles of Construction	New course due to TEA course revisions
44	7220 Construction Technology I	Changes due to TEA course revisions
44	7230 Construction Technology II	Changes due to TEA course revisions
45	7230D Construction Technology II- Dual	Changes due to TEA course revisions
45	7240W Practicum in Construction Technology	Changes due to TEA course revisions
45	7240EW Practicum in Construction Technology-Extended	New course due to TEA course revisions
45	7250D HVAC -I	Changes due to TEA course revisions
45	7260D HVAC-II	Changes due to TEA course revisions
45	8025 Principles of Arts, Audio/Video Technology Communications	Articulation agreement change
45	8055C Graphic Design & Illustration	Changes due to TEA course revisions
45	8056W Graphic Design & Illustration II	Changes due to TEA course revisions
46	8056LW Graphic Design & Illustration- Lab	New course due to TEA course revisions
46	8029C Audio/Video Production I	Nomenclature change
46	8035W Audio/Video Production II	Changes due to TEA course revisions
46	8035LW Audio/Video Production II- Lab	New course due to TEA course revisions
46	7310C Business Management & Information I	Prerequisite changes due to HB5
46	7330CW Business Law	Changes due to TEA course revisions
47	7331 Human Resources Management	Changes due to TEA course revisions and articulation agreement changes
47	7420C Instructional Practices	Changes due to TEA course revisions
47	7430CW Practicum in Education & Training	Articulation agreement added
47	Money Matters	Changes due to TEA course revisions
48	7530C Accounting I	Prerequisite changes due to HB5
48	7540CW Accounting II	Prerequisite changes due to HB5
48	7619 Principles of Health Science	New course due to TEA course revisions
48	7620C Medical Terminology	Changes due to TEA course revisions
49	7620D Medical Terminology-Dual	Changes due to TEA course revisions

Page	Section/Course	Comment
49	7621 Health Science Theory	New course due to TEA course revisions
49	7622 & 7622L Health Science Theory & Lab	New course due to TEA course revisions
49	7622L Health Science Clinical	Changes due to TEA course revisions
49	7625W Practicum in Health Science: Pharm Tech	Changes due to TEA course revisions
49	7626W Practicum in Health Science: CNA	Changes due to TEA course revisions
50	7550 Medical Billing & Coding	Changes due to TEA course revisions
50	7715 Introduction to Culinary Arts	New course due to TEA course revisions
50	7632 Practicum in Health Science	Changes due to TEA course revisions
51	7720C Culinary Arts	Changes due to TEA course revisions
51	7730C Advanced Culinary Arts	Changes due to TEA course revisions
51	7735CW Practicum in Culinary Arts	Changes due to TEA course revisions
51	7535EW Practicum in Culinary Arts-Extended	New course due to TEA course revisions
51	7840C Child Guidance	Changes due to TEA course revisions
52	7850W Practicum in Human Services	Changes due to TEA course revisions
52	7950 Digital Media	Changes due to TEA course revisions
52	7920C & 7921C Computer Maintenance	Changes due to TEA course revisions
52	7921CL Computer Maintenance Lab	New course due to TEA course revisions
53	7940CW Computer Technician Practicum	Course number change needed due to HB5
53	7940EW Computer Technician Practicum-Extended	New course due to TEA course revisions
53	8131CW Correctional Services	Course number change needed due to HB5
54	7181C Welding I	Changes due to TEA course revisions
54	8225 Advertising	Changes due to TEA course revisions
54	8210 Entrepreneurship	Changes due to TEA course revisions
54	8240C Advanced Marketing	Changes due to TEA course revisions
54	8250CW Practicum in Marketing	Changes due to TEA course revisions
54	8250EW Practicum in Marketing-Extended	New course due to TEA course revisions
55	8331,8332,8333,8330CW. 8334	Nomenclature change
55	8330CW Engineering Science	Nomenclature change
55	8326CW Engineering Design & Problem Solving	Course number change due to articulation agreement
55	8410 Energy and Power of Transportation Systems	Changes due to TEA course revisions
55	8420 Automotive Technology: Maintenance & Light Repair	Changes due to TEA course revisions
56	8420D Automotive Technology: Maintenance & Light Repair- Dual	Changes due to TEA course revisions
56	8430C Automotive Technology II: Automotive Service	Changes due to TEA course revisions

Page	Section/Course	Comment
56	8430D Automotive Technology II- Dual: Automotive Service	Changes due to TEA course revisions
56	8440CW Practicum in Transportation	Changes due to TEA course revisions
57	8440EWPracticum in Transportation-Extended	New course due to TEA course revisions
57	8450D Diesel Equipment Technology I	Changes due to TEA course revisions
57	8460D Diesel Equipment Technology II	Changes due to TEA course revisions
61	Work Based Learning	Nomenclature change
64	Seventh/Eighth Grade Elective Overview	Updated listings
66	138 Critical/Creative Thinking Seminar	Removed course
66	238A & 238B	Clarifying statement of an already existing procedure
69	737 & 738 Orchestra	New courses
70	731 Introduction to Theater	Nomenclature change
70	741 Intermediate Theater	Nomenclature change
70	732 Theater Production	Nomenclature change
73	838 Principles of Applied Engineering	Changes due to TEA course revisions
75	106 & 206 Reading or Math Improvement	Removed course as a block; offering as separate courses
76	737 Beginning Orchestra	New Course
77	724 Introduction to Theater	Changes due to TEA course revisions

**CONSIDER APPROVAL OF DISTRICT INSTRUCTIONAL MATERIALS
ADOPTION COMMITTEE**

RECOMMENDATION:

That the Board of Trustees approve the District Instructional Materials Adoption Committee members as submitted.

IMPACT/RATIONALE:

School Board Policy EFAA (LOCAL) requires that the board approve a committee made up of one representative from each campus containing grade-levels or subjects for which there are books up for adoption. The committee is to be chaired by the Superintendent of Schools or designee.

A sample of all instructional materials being considered by the Instructional Materials Committee will be available for the public's examination at all appropriate campuses.

Subcommittees of teachers and administrators will assist in this adoption so that all teachers throughout the district will have ample opportunities to study the instructional materials being considered for adoption and provide input during the selection process.

Submitted by: Valerie Vogt, District Academic Administrator
Joel Garrett, District Career & Technical Education Director
Gloria Stewart, District Accelerated Language Programs Director

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

L.O.T.E. Instructional Materials Adoption Committee

2016-2017 LCISD Instructional Materials Adoption Committee		
LOTE 7 - 12		
Name	Campus	Representation
Dr. Thomas Randle	Brazos Crossing	Superintendent
Valerie Vogt	Brazos Crossing	Academic Administrator
Gloria Stewart	Brazos Crossing	Curriculum & Instructional ALP Director
Joel Garrett	Brazos Crossing	Curriculum & Instructional C.T.E. Director
Yolanda Tristan	LCHS	Spanish
Stacy Forero	THS	Spanish
Lori Salazar	FHS	Spanish
Soraya Soto	GRHS	Spanish
Mary Saville	CFHS	Spanish
Elizabeth Ruiz	RJH	Spanish
Michael Bunn	GJH	Spanish
Lousia Longoria	Lamar JH	Spanish
Giselle Castorena	Leaman JH	Spanish
Maurice Abboud	LCHS	French
Frederique Will	THS	French
Elisabeth Howell	FHS	French
Catherine Harris	GRHS	French
Carolyn LeBouef	CFHS	French
Sheryl Pierce	THS	American Sign Language
Jennifer Nowak	FHS	American Sign Language
Laura Bailes	GRHS	American Sign Language
Jennifer Inabnit	CFHS	American Sign Language
Fung-Tai Chen	GRHS/FHS	Chinese

Career and Technology Education Instructional Materials Adoption Committee

2016-2017 LCISD Instructional Materials Adoption Committee		
C.T.E. 7th – 12th Grade		
Name	Campus	Representation
Dr. Thomas Randle	Brazos Crossing	Superintendent
Valerie Vogt	Brazos Crossing	Academic Administrator
Joel Garrett	Brazos Crossing	Curriculum & Instructional C.T.E. Coordinator
Gloria Stewart	Brazos Crossing	Curriculum & Instructional ALP Director
Katerine Schroeder	LCHS	Business & Industry Jr. Agriculture & F &NF
Deborah Korenek	THS	Business & Industry Jr. Agriculture & F &NF
Jacy Claybaker	FHS	Business & Industry Jr. Agriculture & F &NF
Patricia Brown	GRHS	Business & Industry Jr. Agriculture & F &NF
Heidi Schneider	CFHS	Business & Industry Jr. Agriculture & F &NF
Kevin Parker	LCHS	Agriculture, F&NR: Animal
Renee King	THS	Agriculture, F&NR: Animal
Phillip Thielemann	FHS	Agriculture, F&NR: Animal
Lindsay Haley	GRHS	Agriculture, F&NR: Animal
Heidi Schneider	CFHS	Agriculture, F&NR: Animal
Kevin Parker	LCHS	Manufacturing - Welding
Zack Nowak	THS	Manufacturing - Welding
Jake Popp	FHS	Manufacturing - Welding
David Brown	GRHS	Manufacturing - Welding
Brad Klepac	CFHS	Manufacturing - Welding
Michael Ramon	THS	Construction
Mansuereh (Yvonne) Epye	LCHS	AV Production
Melissa Lucas	THS	AV Production
Brittany Austin	FHS	AV Production
Amanda Respondek	GRHS	AV Production
H. Eddie Chinaea	LCHS	Business Management & Ad
Vinny Vaccaro	THS	Business Management & Ad
Virginia Scott	FHS	Business Management & Ad
Jens Anderson	GRHS	Business Management & Ad
Micah Bumstead	CFHS	Business Management & Ad
Carsen Collins	LCHS	Jr. High Business
Tiffany Jones	THS	Jr. High Business
Valerie Coffman	GRHS	Jr. High Business
Heather Schulte (Turricch)	CFHS	Jr. High Business
Jacob Frank	LCHS	Hospitality/Tourism: Culinary Arts
Trudy Townsend	THS	Hospitality/Tourism: Culinary Arts
Margaruite Penewitt	FHS	Hospitality/Tourism: Culinary Arts
Mary Kathleen Lord	GRHS	Hospitality/Tourism: Culinary Arts
Joanna Kegans	CFHS	Hospitality/Tourism: Culinary Arts
Wesley Wright	THS	Information Technology
Virginia Scott	FHS	Information Technology
Jens Anderson	GRHS	Information Technology
Sonja Hummel	LCHS	Marketing

Courtney Galyen	THS	Marketing
Stephanie Briscoe	FHS	Marketing
Kristin Gann	GRHS	Marketing
Micah Bumstead	CFHS	Marketing
Allen Deon Wilson	LCHS	Auto Tech
Bruce Vogler	THS	Auto Tech
Stephen Santos	CFHS	Auto Tech
Kristen Cavallo	LCHS	Education/Training
Melanie Appelbaum	THS	Education/Training
Margaruite Penewitt	FHS	Education/Training
Traci Gregory	GRHS	Education/Training
Joanna Kegans	CFHS	Education/Training
Cynthia Simien	LCHS	Health Science
Jennifer Korczynski	THS	Health Science
Terri Johnson	FHS	Health Science
Tana Holmes	GRHS	Health Science
Kevin Kean	CFHS	Health Science
Fred Guess	LCHS	Law Enforcement
LaDonna Beers	THS	Law Enforcement
Wyman Hopkins	FHS	Law Enforcement
Claudia Urbina	GRHS	Law Enforcement
Wyman Hopkins	CFHS	Law Enforcement
Charlotte Ham	LCHS	Human Services
Katie Palmer	FHS	Human Services
Cassandra Harris	GRHS	Human Services
Michele Reese	LCHS	Jr. High Human Services
Heidi Lee	THS	Jr. High Human Services
Melinda Brasuell	FHS	Jr. High Human Services
Valerie Dickson	GRHS	Jr. High Human Services
Sarah Heston	CFHS	Jr. High Human Services
Kristen Rausch	LCHS	PLTW: Engineering
John Troutman	THS	PLTW: Engineering
Craig Tevis	FHS	PLTW: Engineering
Emily Gresham	GRHS	PLTW: Engineering
Doug Matheson	CFHS	PLTW: Engineering
Carsen Collin	LCHS	Jr. High STEM
Ted Tran	THS	Jr. High STEM
Lori Stafford	FHS	Jr. High STEM
Valerie Coffman	GRHS	Jr. High STEM
Stephen Santos	CFHS	Jr. High STEM

Dr. Thomas Randle, Valerie Vogt, Joel Garrett and Gloria Stewart will serve on all of the Instructional Materials Adoption Committees.

This year the district will be adopting the following categories of instructional materials:

Spanish I
Spanish II
Spanish III
Spanish IV
French I
French II
French III
French IV
American Sign Language I
American Sign Language II
American Sign Language III
American Sign Language IV
Chinese I
Chinese II
Chinese III
Chinese IV
AP Spanish
AP French

Agriculture – Animal

Principles of Ag. Food & Natural Resources
Jr. Livestock Production
Small Animal Management

Equine Science

Advanced Animal Science
Agribusiness Management & Marketing
Veterinary Medical Applications

Introduction to Process Technology
Petrochemical Safety, Health & Environment

Manufacturing – Welding

Agricultural Mechanics and Metal Technologies
Agricultural Structure Design and Fabrication
Welding I
Welding II

Architecture

Principles of Architecture
Interior Design I
Interior Design II

Construction

Principles of Construction
Construction Technology I
Construction Technology II

AV Production

Principles of Arts, Audio/Video Technology & Communications

Audio/Video Production I
Audio/Video Production II
Graph Design & Illustration I
Graph Design & Illustration II
Professional Communications

Business

Principles of Business, Marketing & Finance
Business Information Management I
Business Information Management II
Business Law
Human Resource Management

Education/Training

Principles of Education & Training
Human Growth and Development
Instructional Practices

Finance

Principles of Business, Marketing & Finance – Jr.
Money Matters
Accounting I
Accounting II
Statistics and Business Decision Making

Government

Political Science I
Political Science II

Health Science

Principles of Health Science
Medical Terminology
Health Science Theory
Health Science Clinical
Practicum in HS: Pharmacy Technology
Practicum in HS: Certified Nursing Assistant
Medical Billing & Coding
Anatomy & Physiology
Medical Microbiology

Culinary Arts

Principles of Hospitality & Tourism Jr
Introduction to Culinary Arts
Culinary Arts
Advanced Culinary Arts
Food Science

Human Services

Principles of Human Services – Jr.
Lifetime Nutrition & Wellness
Child Guidance

Information Technology

Principles of Information Technology
Digital Media
Computer Maintenance – Theory

Law Enforcement

Law Enforcement I
Law Enforcement II
Court Systems and Practices
Correctional Services
Forensic Science

Marketing

Advertising
Sports & Entertainment Marketing
Entrepreneurship
Advanced Marketing

PLTW

Principles of Applied Engineering
Introduction to Engineering Design

Specialty Courses

Aerospace Engineering

Civil Engineering
Computer Integrated Manufacturing
Environmental Sustainability
Engineering Science
Digital Electronics
Engineering Design & Problem Solving
Engineering Mathematics
Principles of Technology

Auto Tech

Energy and Power of Transportation
Systems
Automotive Technology I: Maintenance
& Light Repair
Automotive Technology II: Automotive
Service

**CONSIDER UPDATES TO BOARD POLICY EIC (LOCAL) RELATED TO GPA
AND CLASS RANK PROVISIONS**

RECOMMENDATION:

That the Board of Trustees approve the revision of EIC (LOCAL) to clarify the calculation of GPA and Class Rank related to students graduating under the current four-by-four structure and the new House Bill 5 endorsement structure.

IMPACT/RATIONALE:

As adopted by the Board of Trustees in March 2016, students graduating under House Bill 5 will have their academic performance represented by a 5.0 Grade Point Average system. This system will make a student's academic performance clearer and more understandable to colleges, trade schools, scholarship committees and employers. While the new system may be clearer to the above listed constituent groups, retaining the current Weighted Numerical Grade Point Average is a more accurate way to rank students in order to prevent multiple ties and to clearly delineate the valedictorian, salutatorian, top ten percent, and top quartile as required by many Texas public institutions in the admissions process.

Additionally, language within the policy has been updated to clearly delineate between policies for students graduating under the current requirements and those graduating under House Bill 5 requirements, starting with the class of 2018.

Submitted by: Valerie Vogt, Academic Administrator
Leslie Haack, Executive Director for Secondary Education
Dr. Jennifer Roberts, Director of Student Support Services
Brian Moore, Director of Research, Assessment, and Accountability

Recommended for approval:



Dr. Thomas Randle
Superintendent

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(LOCAL)

CALCULATION

The District shall include in the calculation of class rank all grades earned in all high school credit courses taken in grades 6–12 (beginning with the grade 6 class of 2012–13), including grades earned in summer school, in night school, through distance learning, or by credit by examination. No credit or grade shall be awarded for driver education.

A student who received credit for a high school-level course while in grade 6, 7, or 8 may not retake the same course.

In order to be included in the class rank calculation, all grades earned from any source must be completed, and the final grade must be received by the last day of the fifth six-week grading period.

WEIGHTED
NUMERICAL GRADE
POINT AVERAGE
~~STUDENTS
GRADUATING
THROUGH THE
2016-2017 SCHOOL
YEAR~~

For students graduating through the 2016-2017 school year, the District shall assign weights to semester grades and shall calculate a weighted numerical grade average in accordance with the following scale.

Category	Weight
Advanced Placement (AP)	multiplied by 1.3
Pre-AP	multiplied by 1.2
Dual Select ATC/Select Tech Prep	multiplied by 1.2
Advanced Academic	multiplied by 1.1
Leveled Academic	multiplied by 1.0

Beginning with students graduating in the 2017-2018 school year and beyond, this weighted numerical grade point average shall be used solely to determine a student's rank within their graduating class.

Rationale for Change: The use of the multiplier system for class rank allows continuity in moving to the points based system to represent performance while assuring the integrity of class rank for students under the House Bill 5 plans while lowering the possibility for multiple ties.

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(LOCAL)

**5.0 SCALE GRADE
POINT AVERAGE**
**STUDENTS
GRADUATING IN THE
2017-2018 SCHOOL
YEAR AND BEYOND**

For students graduating in the 2017-2018 school year and beyond, the District shall assign points to semester grades and calculate a grade average in accordance with the following scale:

Course Type	Grade Range / Points Assigned		
	100-90	89-80	79-70
Advanced Placement	5	4	3
Dual Credit / Articulated CTE Courses	4.75	3.75	2.75
Pre-AP, Select Advanced Courses*	4.50	3.50	2.50
Academic Courses	4.25	3.25	2.25
Leveled Courses	4	3	2

Please Note: Grades below 70 (failing) will not earn any grade points.

* Selected CTE, Fine Arts and Athletic courses in the fourth year or higher of a sequence shall be designated as Advanced Courses and weighed accordingly.

Beginning with students graduating in 2017-2018 and beyond, the 5.0 scale grade point average will become the official representation of a student's performance when pursuing college and career opportunities.

Rationale for Change: The statements above clarify that the 5.0 GPA system will be utilized to represent student performance for college and career opportunities.

LOCAL GRADUATION
HONORS

For the purpose of determining honors to be conferred during graduation activities, the District shall calculate class rank at the end of the fifth six-week grading period of the senior year. The average of

the fourth and fifth six-week grades shall be used as the semester grade for this purpose.

For the purpose of applications to institutions of higher education, the District shall also calculate class ranking as required by state law. The District's eligibility criteria for local graduation honors shall apply only for local recognitions and shall not restrict class ranking for the purpose of automatic admission under state law. [See EIC(LEGAL)]

VALEDICTORIAN
AND SALUTATORIAN
– STUDENTS
GRADUATING
THROUGH 2016-
2017

The valedictorian and salutatorian shall be the eligible students with the highest and second highest ranking, respectively. To be eligible for such recognition, a student must:

1. Have been continuously enrolled full-time ~~in at least six credit courses~~ in the same high school in the District for the three semesters immediately preceding graduation;
2. Have completed the Recommended Program or the Advanced/Distinguished Achievement Program for graduation; and
3. Be graduating after exactly eight semesters of enrollment in high school.

EARLY
GRADUATES –
STUDENTS
GRADUATING
THROUGH 2016-
2017

A student who graduates ahead of his or her respective class and whose weighted numerical grade average is equal to or above that of the four-year valedictorian or salutatorian shall be declared the three-year valedictorian or salutatorian. The scholarship certificate from the state of Texas shall be awarded to the four-year valedictorian.

VALEDICTORIAN AND
SALUTATORIAN –
STUDENTS
GRADUATING IN 2017-
2018 AND BEYOND

Beginning with the students entering grade 9 in the 2014–15 school year and thereafter, the valedictorian and salutatorian shall be the eligible students with the highest and second highest ranking, respectively. To be eligible for such recognition, a student must:

~~BEGINNING WITH
STUDENTS WHO
ENTERED GRADE 9 IN
THE 2014–15 SCHOOL
YEAR~~

1. Have been continuously enrolled full-time in the same high school in the District for the three semesters immediately preceding graduation;
2. Have completed the foundation program with the distinguished level of achievement; and
3. Be graduating after exactly eight semesters of enrollment in high school.

VALEDICTORIAN
AND SALUTATORIAN

A student who graduates ahead of his or her respective class, meets the requirements of items 1 and 2 above, and whose weighted numerical grade average is equal to or above that of the four-year valedictorian or salutatorian shall be declared the three-

ACADEMIC ACHIEVEMENT
CLASS RANKING

EIC
(LOCAL)

EARLY GRADUATES – STUDENTS GRADUATING IN 2017-2018 AND BEYOND	year valedictorian or salutatorian. The scholarship certificate from the state of Texas shall be awarded to the four-year valedictorian. <i>Rationale for Change: Changes in the language above assures a clear distinction between rules for students who can choose to graduate on the old four-by-four plans (the class of 2017 and prior years) versus students who must graduate on the new HB 5 plans (the class of 2018 and beyond).</i>
BREAKING TIES	In case of a tie in weighted numerical grade averages after calculation to the thousandths place, the District shall recognize all students involved in the tie as sharing the honor and title.
HONOR GRADUATES	The District shall recognize as honor graduates all students whose weighted numerical grade averages comprise the top ten percent of the students in the graduating class. Careful consideration shall be given by the principals of secondary schools to ensure equal recognition of outstanding student achievements. Assemblies, special programs, and news releases shall be used to acquaint fellow students and school patrons with the accomplishments of District students.
FOREIGN EXCHANGE STUDENTS	A foreign exchange student shall be eligible to receive a Texas diploma if the student meets all the high school graduation requirements under 19 Administrative Code 74.11 or 74.41. Evaluation of transcripts shall be the responsibility of the foreign exchange student or sponsor organization. A foreign exchange student who meets all of the requirements listed above shall be eligible for valedictorian and salutatorian honors.

CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for the George Ranch High School Choir to travel to New York City, New York, to participate in a Broadway in the Classroom Clinic on April 20–April 23, 2017.

IMPACT/RATIONALE:

The George Ranch High School Choir requests permission to travel to New York City, New York on April 20-April 23, 2017 by airplane. The approximate cost per individual will be \$1,474, which includes the cost of airfare, meals, hotel, ticket fees, and ground transportation. Total cost of the trip is estimated to be \$63,382. Approximately 35 students are expected to participate, plus the director and chaperones. The expenses for the trip will be paid for by fundraising activities by the Longhorn Choir Booster Club.

PROGRAM DESCRIPTION:

The George Ranch High School Choir will participate in a Broadway in the Classroom Clinic, where students will be taught a scene from a current Broadway show by the cast of the show. Students examine the skills, attitudes, and high expectations required for performance excellence. Students will visit The Statue of Liberty, Ground Zero, tour the Juilliard School in Lincoln Center, and other destinations in the Greater NYC area. The George Ranch High School Choir traveled to New York City, New York in April 2013.

Submitted by: Leslie Haack, Executive Director of Secondary Education
Ramiro Estrada, Director of Fine Arts

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF OUT-OF-STATE STUDENT TRIP REQUESTS

RECOMMENDATION:

That the Board of Trustees approve out-of-state travel for George Ranch High School Speech and Debate team to travel to Cambridge, Massachusetts, to compete in the Harvard Speech and Debate Tournament from February 10-13, 2017.

IMPACT/RATIONALE:

The George Ranch High School Speech and Debate team requests permission to travel to Cambridge, Massachusetts from February 10-13, 2017 by airplane. The approximate cost per individual is \$600. Meals, airfare, hotel, tournament registration, and ground transportation are included in the cost. Total cost of the trip is estimated to be \$6,000. The expenses for the trip will be paid for by fund-raising activities by the student and booster club. Ten students are expected to participate. Speech and Debate Coach Erica Baker and Kevin Croft, Assistant Principal will accompany the students.

PROGRAM DESCRIPTION:

The students will participate in the Speech and Debate tournament on the campus of Harvard University in Cambridge Massachusetts. This tournament is one of the most prestigious competitions in the nation. Students will gain a great deal of exposure and experience by competing at this level. Various workshops will be held to get the students ready for competition. This level of competition serves as excellent preparation for the National Forensic League national competition, which will be held in Birmingham, Alabama in June.

Submitted by: Leslie Haack, Executive Director of Secondary Education
Ramiro Estrada, Director of Fine Arts

Recommended for approval:



Dr. Thomas Randle
Superintendent

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

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

IMPACT/RATIONALE:

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

PROGRAM DESCRIPTION:

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

Since the operating budget for Lamar CISD is adopted at the functional level, budget revisions are required for reallocations between functional levels or when new budgets are being established. All necessary budget amendments must be formally adopted by the School Board and recorded in the Board minutes. (TEA Financial Accountability System Resource Guide, Financial Accounting & Reporting, Update 15.0)

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Terry High School is requesting a budget change to install an electrical outlet for an additional computer work station.

199-11	Classroom Instruction	(349.00)
199-51	Plant Maintenance & Operations	349.00

Briscoe Junior High is requesting a budget change to pay for teachers to attend Judy Wallis staff development trainings.

199-11	Classroom Instruction	(1,800.00)
199-13	Curriculum and Instr. Staff Development	1,800.00

Leaman Junior High is requesting a budget change to pay for the librarian to attend the Texas Librarian Association Conference in San Antonio, Texas.

199-12	Instr. Resources and Media Services	(500.00)
199-13	Curriculum and Instr. Staff Development	500.00

The Curriculum Department is requesting a budget change to pay registration fees for the Robotics team due to their advancement in competition.

1990-13	Curriculum and Instr. Staff Development	(300.00)
1990-36	Cocurricular/Extracurricular Activities	300.00

The Technology Department is requesting a budget change to have a quad outlet installed.

199-53	Data Processing Services	(285.00)
199-51	Plant Maintenance & Operations	285.00

CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS

RECOMMENDATION:

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

PROGRAM DESCRIPTION:


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

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

- Ratification of October 2016 Disbursements, all funds
 - List of disbursements for the month by type of expenditure
- Financial Reports
 - Year-to-Date Cash Receipts and Expenditures, General Fund only
 - Investment Report

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

Recommended for ratification:


Dr. Thomas Randle
Superintendent

SCHEDULE OF OCTOBER 2016 DISBURSEMENTS

IMPACT/RATIONALE:

All disbursements made by the Accounting Department are submitted to the Board of Trustees for ratification on a monthly basis. Disbursements made during the month of October total \$29,008,482 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	15,808,329
614	Employee Benefits	758,014
621	Professional Services	42,702
623	Education Services Center	8,780
624	Contracted Maintenance and Repair Services	130,706
625	Utilities	739,646
626	Rentals and Operating Leases	19,891
629	Miscellaneous Contracted Services	850,737
631	Supplies and Materials for Maintenance and Operations	132,645
632	Textbooks and Other Reading Materials	137,552
633	Testing Materials	50,170
634	Food Service	576,605
639	General Supplies and Materials	3,806,151
641	Travel and Subsistence -- Employee and Student	49,640
642	Insurance and Bonding Costs	535
649	Miscellaneous Operating Costs/Fees and Dues	100,198
661	Land Purchase and/or Improvements	2,450
662	Building Purchase, Construction, and/or Improvements	5,494,868
663	Furniture & Equipment - \$5,000 or more per unit cost	284,528
131	Inventory Purchases	10,937
217	Operating Transfers, Loans and Reimbursements	661
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	2,737
Total		29,008,482

PROGRAM DESCRIPTION:

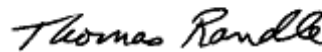
The report above represents all expenditures made during the month of October 2016. The detailed check information is available upon request.

Submitted by,



Michele Reynolds,
Director of Finance

Recommended for approval:



Dr. Thomas Randle
Superintendent

**LAMAR CONSOLIDATED I.S.D.
GENERAL FUND
YEAR TO DATE CASH RECEIPTS AND EXPENDITURES
(BUDGET AND ACTUAL)
AS OF OCTOBER 31, 2016**

CASH RECEIPTS	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	147,821,778.00	734,689.00	(147,087,089.00)	0.5%
5800-STATE PROGRAM REVENUES	97,669,179.00	55,861,154.00	(41,808,025.00)	57.2%
5900-FEDERAL PROGRAM REVENUES	1,725,000.00	10,590.00	(1,714,410.00)	0.6%
7900- OTHER RESOURCES	-	192,187.00	192,187.00	
TOTAL- REVENUES	247,215,957.00	56,798,620.00	(190,417,337.00)	23.0%
EXPENDITURES				
6100-PAYROLL COSTS	207,695,819.00	35,899,838.00	171,795,981.00	17.3%
6200-PROFESSIONAL/CONTRACTED SVCS.	23,811,653.00	2,428,530.00	21,383,123.00	10.2%
6300-SUPPLIES AND MATERIALS	12,417,474.00	928,124.00	11,489,350.00	7.5%
6400-OTHER OPERATING EXPENDITURES	5,046,544.00	782,960.00	4,263,584.00	15.5%
6600-CAPITAL OUTLAY	1,785,431.00	18,250.00	1,767,181.00	1.0%
TOTAL-EXPENDITURES	250,756,921.00	40,057,702.00	210,699,219.00	16.0%

Lamar CISD
Local Investment Pools
as of October 31, 2016

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	3,219,498.02	0.00	400,000.00	971.75	2,820,469.77
General Account	80,173,706.58	25,350,000.00	23,366,252.00	24,535.36	82,181,989.94
Health Insurance	3,259,145.56	4,439,585.34	500,000.00	1,947.25	7,200,678.15
Workmen's Comp	403,686.34	76,666.66	50,000.00	139.40	430,492.40
Property Tax	261,774.51	321,938.74	0.00	137.23	583,850.48
Vending Contract Sponsor	476,792.59	0.00	0.00	155.00	476,947.59
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2007	18,921.37	0.00	0.00	6.16	18,927.53
Capital Projects Series 2005	228,010.53	0.00	0.00	74.11	228,084.64
Student Activity Funds	41,002.75	0.00	0.00	13.47	41,016.22
Taylor Ray Donation Account	2,565.62	0.00	0.00	0.93	2,566.55
Capital Projects Series 2007	209,739.80	0.00	0.00	68.20	209,808.00
Common Threads Donation	53,392.39	0.00	0.00	17.39	53,409.78
Debt Service Series 2008	18,067.25	0.00	0.00	5.91	18,073.16
Capital Projects 2012A	2,378,370.24	0.00	9,000.00	770.86	2,370,141.10
Debt Service 2012A	18,508.58	0.00	0.00	5.96	18,514.54
Debt Service 2012B	9,440.15	0.00	0.00	3.10	9,443.25
Debt Service 2014A	513,865.97	0.00	0.00	167.01	514,032.98
Debt Service 2014B	180,103.75	0.00	0.00	58.55	180,162.30
Debt Service 2013	7,995.73	0.00	0.00	2.53	7,998.26
Debt Service 2013A	553,574.41	0.00	0.00	179.96	553,754.37
Debt Service 2015	25,322.43	0.00	0.00	8.21	25,330.64
Capital Projects 2015	446,939.02	0.00	0.00	145.27	447,084.29
Debt Service 2016A	114.38	0.00	0.00	0.00	114.38
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,036.21	0.00	0.00	1.71	5,037.92
Workers' Comp	723,054.66	0.00	0.00	245.81	723,300.47
Property Tax Fund	32,257.66	0.00	0.00	10.97	32,268.63
General Fund	2,595,767.59	0.00	0.00	882.45	2,596,650.04
Food Service Fund	90,766.48	0.00	0.00	30.86	90,797.34
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	702.77	0.00	0.00	0.24	703.01
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	2.43	0.00	0.00	0.00	2.43
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	385.24	0.00	0.00	0.13	385.37
Capital Projects 2008	0.31	0.00	0.00	0.00	0.31
Capital Projects 2012A	43.00	0.00	0.00	0.01	43.01
Capital Projects 2014A	821,855.06	0.00	0.00	279.39	822,134.45
Capital Projects 2014B	17.07	0.00	0.00	0.01	17.08
Capital Projects 2015	26,706,269.80	0.00	0.00	9,078.94	26,715,348.74
Debt Service Series 2015	1,890,795.55	0.00	0.00	642.79	1,891,438.34
MBIA Texas CLASS Fund					
General Account	15,438,101.71	0.00	0.00	10,822.80	15,448,924.51
Capital Project Series 1998	910.16	0.00	0.00	0.62	910.78
Capital Projects Series 2007	1.00	0.00	0.00	0.00	1.00
Debt Service Series 2007	1.00	0.00	0.00	0.00	1.00
Capital Projects Series 2012A	11,113,484.79	0.00	0.00	7,791.05	11,121,275.84
Capital Projects 2015	14,639,664.43	0.00	0.00	10,263.06	14,649,927.49
Debt Service 2015	947,664.40	0.00	0.00	664.33	948,328.73
TEXSTAR					
Capital Projects Series 2007	745.19	0.00	0.00	0.29	745.48
Debt Service Series 2008	13.86	0.00	0.00	0.00	13.86
Capital Projects Series 2008	1,044,335.47	0.00	2,651.02	372.16	1,042,056.61
Debt Service Series 2012A	40.45	0.00	0.00	0.00	40.45
Debt Service Series 2012B	1,707.93	0.00	0.00	0.62	1,708.55
Capital Projects Series 2012A	12.21	0.00	0.00	0.00	12.21
Debt Service 2013	4,524.43	0.00	0.00	1.59	4,526.02
Capital Projects 2014A	139.58	0.00	0.00	0.01	139.59
Capital Projects 2014B	90,071.05	0.00	12,062.60	28.71	78,037.16
Debt Service 2015	3,309,504.94	0.00	0.00	1,181.08	3,310,686.02
Capital Projects 2015	49,174,568.40	0.00	1,347,393.48	17,166.58	47,844,341.50
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	1,008,686.35	0.00	0.00	400.52	1,009,086.87
Capital Projects Series 2008	141.26	0.00	0.00	0.06	141.32
Capital Projects Series 2012A	448,802.92	0.00	49,957.50	175.72	399,021.14
Capital Projects Series 2014A	4,894,498.30	0.00	532,598.79	1,855.73	4,363,755.24
Capital Projects Series 2014B	5,490,851.95	0.00	290,657.46	2,140.29	5,202,334.78
Debt Service 2015	135,142.82	0.00	0.00	53.66	135,196.48
Capital Projects 2015	28,702,021.85	0.00	6,987,958.48	10,717.77	21,724,781.14

ACCOUNT TYPE	AVG. RATE OF RETURN	CURRENT MONTH EARNINGS
TEXPOOL ACCOUNT INTEREST	0.38	\$29,413.61
LONE STAR ACCOUNT INTEREST	0.40	\$11,173.31
MBIA TEXAS CLASS ACCOUNT INTEREST	0.83	\$29,541.86
TEXSTAR ACCOUNT INTEREST	0.43	\$18,751.04
TEXAS TERM/DAILY ACCOUNT INTEREST	0.46	\$15,343.75
TOTAL CURRENT MONTH EARNINGS		\$104,223.57
EARNINGS 9-01-16 THRU 9-30-16		\$98,187.35
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$202,410.92

CONSIDER APPROVAL OF DISTRICTWIDE DEPARTMENT PROCESS AUDIT

RECOMMENDATION:

That the Board of Trustees approve McConnell & Jones, LLP for the districtwide department process audit in the amount of \$217,956, approve budgetary amendments as necessary, and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Request for Proposal 26-2016ML requested proposals and pricing for a districtwide department process audit of Lamar CISD. The intent of the solicitation was to receive proposals that addressed the Board of Trustees' desire to have the functionality and processes of both academic and operational departments reviewed. As described in the attached summary, the culmination of the audit would be to produce a roadmap to ensure that all Lamar CISD departments were ready for the impending growth projected by the District's demographic report. The District's most recent demographic report and a list of departments were provided in the solicitation.

Five (5) submissions were received by the July 6, 2016 due date. Staff reviewed and evaluated selected criteria for the three firms that provided the full scope of requested services. These criteria included the quality of the goods or services provided and the extent to which they meet the District's needs, as well as the long-term cost to the District to acquire their services. Other factors included in the attached tabulation were evaluated by the Purchasing Manager. McConnell & Jones, LLP demonstrated a clear understanding of the process audit concept and provided detailed pricing, along with resumes of those individuals who would perform these specialized audits.

PROGRAM DESCRIPTION:

Upon approval, McConnell and Jones, LLP will begin the department process audit under the direction of the Board of Trustees or their designee.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Elements of the Districtwide Department Process Audit

At the request of the Board of Trustees of Lamar CISD (the District), administration solicited proposals for a districtwide department process audit to be conducted by a qualified, independent source. The audit is to be a catalyst for improving the overall organization's governance, risk management, and management controls by providing insight and recommendations based on analyses and assessments of data and business processes.

Although they share some characteristics, this type of audit has different objectives than an external independent audit. The District is legally required to have an annual financial and compliance audit, conducted by an independent firm, the objectives of which are to identify compliance and internal control deficiencies and to add credibility and reliability to financial reports from the organization to its stakeholders. The internal or process audit's objectives are to evaluate and improve the effectiveness of the organization and its structure. It provides board members and senior management with assurance that helps them fulfill their duties to the organization and its stakeholders.

In its solicitation, administration included the following functional areas to be considered for review: administration, academics and student support services, athletics, business and financial operations, transportation, maintenance and facility operations, construction management, community relations, human resources, technology, and state and federal programs. The audit firm selected will report directly to the Board of Trustees, and through the firm's assessment process and discussions with the Board, the selection of departments will be made.

Lamar CISD strives to remain a high-performing district that relies on the implementation of best practices. This audit will consider broader issues such as the District's reputation, its rapid growth rate, and its impact on students, the community, taxpayers, employees, and other stakeholders. The ultimate goals of the process include: to identify and eliminate redundancies in functional operations to improve efficiency, to pinpoint academic and performance strategies that elevate the success of all students, and to ensure the sustainability of effective, best-in-class solutions and operations.

Vendor	Purchase Price	Purchase Price 25 Points Max	Reputation of the vendor and of the vendor's goods or services 15 Points Max	Quality of vendor's goods or services 15 Points Max	Extent to which the goods or services meet the District's needs. 20 Max Points	Vendor's past relationship with the District 5 Points Max	Long-Term cost to the District to acquire the vendor's goods or services 10 Points Max	Vendor's principal place of business is in the State of TX, or employs 500 people in this state. 5 Points	Ability to service our accounts with proper staff and insurance requirements 5 Points Max	Total Score	Firm's Ranking Order
BDO	\$ 337,500.00	16.14	15.00	10.67	12.67	3.00	6.00	5.00	5.00	73.48	2
Gibson Consulting	\$ 350,000.00	15.57	15.00	10.33	15.00	3.00	4.33	5.00	5.00	73.23	3
McConnell & Jones	\$ 217,956.00	25.00	15.00	14.33	18.67	3.00	10.00	5.00	5.00	96.00	1

Other Submissions that did not offer full scope of project, but could be considered in the event we wish to break departments down into sub groups.

District Management Council*	\$ 240,000.00	Offering 2 options: One for Special Education and Intervention Programs (\$150K), Second is for General Education staffing and budgeting(\$150K) Discount if both chosen.
TASBO**	\$ 85,409.00	Offering 3 pricing options that include Finance, Budgeting, Purchasing, Personnel, Payroll, PEIMS, Food Service, Maintenance, Construction and Transportation. Price shown is inclusive of all Depts.

CONSIDER APPROVAL OF DONATIONS TO THE DISTRICT

RECOMMEDATION:

That the Board of Trustees approve donations to the District.

IMPACT/RATIONALE:

Policy CDC (Local) states that the Board of Trustees must approve any donation with a value in excess of \$2,500.

PROGRAM DESCRIPTION:

Campbell Elementary PTO donated \$12,700 to purchase 50 iPads to Campbell Elementary School.

Mad Aquatec LLC donated \$3,500 to Common Threads to be used for Thanksgiving and homeless needs.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF MOVING SERVICES
FOR BENTLEY ELEMENTARY SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve Roadrunner Moving & Storage for providing staff and moving supplies for Bentley Elementary in the amount of \$1,690 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Staff moving is a service that the District must contract directly. Funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

This service will support the District Warehouse in moving staff and supplies to Bentley Elementary. Upon approval, Roadrunner Moving & Storage will assist with the move into Bentley Elementary.

Submitted By: Kevin McKeever, Administrator for Operations
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent



Moving • Storage • Dedicated Services



October 20, 2016

RE: : Bentley Elementary School Teacher Relocation

Dear Mr. Kevin McKeever,

Thank you for the wonderful opportunity to quote on your forthcoming project. No doubt you will need special people to assist you in this transition. You can count on Roadrunner Moving & Storage to provide you and your staff with a seamless relocation.

Below please find our proposal to accomplish your project with as little downtime as possible.

Sincerely,

Luke Carlisle
Business Development

Below is the breakout for 2 trucks and 6 men to load and deliver 500 boxes from one school to another. Final charges will be based on number of hours worked.

1	Project Manager	\$ 50.00 x 8 hrs	\$ 400.00
2	Drivers	\$ 50.00 x 8 hrs	\$ 400.00
3	Mover	\$ 60.00 x 8 hrs	\$ 480.00
2	Trucks	\$ 20.00 x 8 hrs	\$ 160.00
	Travel Time		\$ 170.00
	Fuel Surcharge		\$ 80.00

Estimated Cost.....\$ 1,690.00

Your signature below authorizes relocation services to be performed according to the above estimate.

Authorized by: _____ Date: _____
 James Steenberg, Board President

Please return via fax to: *Luke Carlisle* 713 / 270-1101

Estimate / Travel Time

All prices quoted are estimates and are determined by the services provided. Final moving costs are based on the actual time to complete your move, plus one hour travel time. Roadrunner charges one hour travel time per crew per day. Travel time is included in our quote.

Increased Carrier Liability

Roadrunner assumes liability of sixty cents (\$0.60) per pound. If increased coverage is required, indication must be made prior to the start of your move. Payment for all services must be received by Roadrunner in full prior to any claims settlement. Increased Carrier Liability Options are attached. If no indication has been made for Increased Carrier Liability, then all goods are released at sixty cents (\$0.60).

Building Access/Waiting Time

Building arrangements must be made at both origin and destination prior to arrival. If we are delayed due to circumstances beyond our control, waiting time will be in effect after thirty minutes, based on the hourly travel rate OR waiting time of \$125.00 per hour will be in effect after thirty minutes.

**CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR THE
TERRY HIGH SCHOOL BASEBALL COMPLEX RENOVATIONS**

RECOMMENDATION:

That the Board of Trustees approve Terracon, Inc. for the geotechnical study for the Terry High baseball complex renovations in the amount of \$700 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Additional geotechnical services are needed for the design of the new pavements planned adjacent to the existing baseball and softball fields at this site. Geotechnical engineering services are a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design and construction of the Terry High baseball complex renovations.

Submitted By: Kevin McKeever, Administrator for Operations
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent

October 24, 2016



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

Attn: Mr. Kevin McKeever
Administrator of Operations

Re: Additional Geotechnical Engineering Services
B F Terry High School - Baseball and Softball Field Improvements
5500 Avenue North
Rosenberg, Texas
Terracon Project No. 92165314.Supplement1

Dear Mr. McKeever,

This letter provides a cost estimate for the additional geotechnical services requested for the above referenced project. These services are in addition to the Geotechnical Engineering Report (Terracon Project No. 92165314, dated July 15, 2016) prepared by Terracon Consultants, Inc. (Terracon) for this project.

Based on the information provided by PBK Architects, we understand that new pavements are planned adjacent to the existing baseball and softball fields at this site. In addition, we understand that a foundation system consisting of shallow spread/strip footings is being considered to support the structural loads of the proposed dugouts planned at this site. We understand that additional pavement guidelines and shallow spread/strip footings recommendations are requested at this time.

Per our initial proposal, additional consultation will be performed on a time-and-materials basis. A project engineer billing rate of \$130 per hour will apply. We estimate an additional cost of about \$500 to \$700 to provide the additional recommendations in a supplemental letter.

The additional services are planned to be performed under the existing "Agreement for Services", dated June 14, 2016 between Lamar Consolidated Independent School District and Terracon Consultants, Inc.

Terracon Consultants, Inc. 11555 Clay Road, Suite 100 Houston, Texas 77043 Registration No. F-3272
P [713] 690 8989 F [713] 690 8787 terracon.com

Environmental



Facilities



Geotechnical



Materials

Proposal for Additional Geotechnical Engineering Services

B F Terry High School - Baseball and Softball Field Improvements ■ Rosenberg, Texas
October 24, 2016 ■ Terracon Project No. 92165314.Supplement1
Page 2



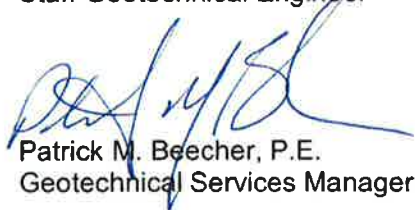
If the above scope and fee are acceptable to you, please sign and date below and return a copy for our files. Please feel free to contact us with any questions.

Sincerely,

Terracon Consultants, Inc.
(Texas Registration No. F-3272)


Rainey D. Perkins, E.I.T.
Staff Geotechnical Engineer


Andrew J. Muras, P.E.
Project Engineer


Patrick M. Beecher, P.E.
Geotechnical Services Manager

Authorization

Signature: _____

Name: _____

Date: _____

Responsive ■ Resourceful ■ Reliable

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR THE
BAND HALL EXPANSION AT LAMAR CONSOLIDATED HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the design development for the band hall expansion at Lamar Consolidated High School, as presented by VLK Architects.

IMPACT/RATIONALE:

On November 4, 2014, Lamar CISD passed a bond referendum that included the band hall expansion at Lamar Consolidated High School. The building committee reviewed the music facilities at all high schools and identified the spaces that were not equitable at Lamar Consolidated High School compared to the other high school facilities. The immediate deficiency at Lamar Consolidated High School was a separate rehearsal hall. The design development is for a new addition to provide a rehearsal hall attached to the existing music facility.

PROGRAM DESCRIPTION:

VLK Architects will be presenting the design development for the band hall expansion at Lamar Consolidated High School.

Upon approval, the construction documents phase will begin. The design development booklets will be provided under separate cover.

Submitted By: Kevin McKeever, Administrator for Operations
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR THE
BAND HALL EXPANSION AT TERRY HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees approve the design development for the band hall expansion at Terry High School, as presented by VLK Architects.

IMPACT/RATIONALE:

On November 4, 2014, Lamar CISD passed a bond referendum that included the band hall expansion at Terry High School. The building committee reviewed the music facilities at all high schools and identified the spaces that were not equitable at Terry High School compared to the other high school facilities. The immediate deficiency at Terry High was determined to be a separate rehearsal hall. The design development is for a new addition to provide a rehearsal hall attached to the existing music facility.

PROGRAM DESCRIPTION:

VLK Architects will be presenting the design development for the band hall expansion at Terry High School.

Upon approval of the design development, the construction phase will begin. The design development booklets will be provided under separate cover.

Submitted By: Kevin McKeever, Administrator for Operations
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF GEOTECHNICAL STUDY FOR
THE FOSTER HIGH SCHOOL WATER PLANT UPGRADES**

RECOMMENDATION:

That the Board of Trustees approve Terracon, Inc. for the geotechnical study for the Foster High School water plant upgrades in the amount of \$4,100 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Geotechnical engineering services are a professional service that the District must contract directly. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Geotechnical engineering services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design and construction of the water storage tank foundation at Foster High School.

Submitted By: Kevin McKeever, Administrator for Operations
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent

November 8, 2016

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

Attn: Mr. Kevin McKeever
 Administrator of Operations

Re: Cost Estimate for Geotechnical Engineering Services
 Foster High School Water Plant Additions
 4400 F.M. 723 Road
 Richmond, Texas
 Terracon Document No. P92165636

Dear Mr. McKeever:

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

1.0 PROJECT INFORMATION

Item	Description
Site location	The project site is within the existing Foster High School (HS) campus located at 4400 F.M. 723 Road in Richmond, Texas.
Existing conditions	Based on available aerial photographs, the project site is located on the eastern portion of the school campus. The site includes an existing water well and associated storage tank, piping, and equipment, and concrete pavement at the time of this proposal.
Proposed improvements (assumed)	<ul style="list-style-type: none"> ■ A new ground storage tank located south of the existing water tank. The new ground storage tank is planned to have a maximum height of 20 feet and maximum diameter of 32 feet. ■ New pump equipment located adjacent to the existing water tank.
Finished floor elevation (assumed)	Within about one to two feet above existing grade.

Item	Description
<i>Continued from page 1.</i>	
Maximum structural loads (assumed)	<ul style="list-style-type: none"> ■ Ground storage tank: <ul style="list-style-type: none"> ■ Maximum contact pressure: 1,250 pounds per square foot (psf). ■ Pump equipment: <ul style="list-style-type: none"> ■ Maximum contact pressure: 500 psf.
Planned foundation system (assumed)	<ul style="list-style-type: none"> ■ Ground storage tank: Isolated thickened concrete slab. ■ Pump equipment: Either shallow spread/strip footings or a monolithically-poured slab-on-grade foundation.

In addition, a site plan showing the layout and footprint of the proposed new ground storage tank and pump equipment was not available at the time of this proposal. Once this information becomes available, Terracon should be provided with a copy of the site plan to review the appropriateness of our scope of services.

If our understanding of the project is not accurate, please let us know so that we may adjust our scope of services and estimated cost, if necessary.

2.0 SCOPE OF SERVICES

A brief summary of the services to be provided by Terracon is summarized in the following paragraphs.

Field Program. The field program for this project is planned to consist of drilling one test boring to a depth of 60 feet in the area of the proposed ground storage tank, along with one test boring to a depth of 20 feet in the area of the proposed pump equipment. The total drilled footage is planned to be 80 feet.

The borings will be located in the field using hand measuring equipment and estimating angles and distances from existing site features as shown on the drawing provided to us. Therefore, the layout of the borings and test locations will be approximate. Boring depths will be measured from existing grade.

The drilling services for this project will be performed by a drilling subcontractor or Terracon's in-house drillers. During drilling, soil samples will generally be collected utilizing either open-tube samplers or the Standard Penetration Test. Once the samples have been collected and classified in the field, they will be properly prepared and placed in appropriate sample containers for transport to our laboratory. Borings will be backfilled with soil cuttings upon completion of drilling.

Cost Estimate for Geotechnical Engineering Services

Foster High School Water Plant Additions ■ Richmond, Texas

November 8, 2016 ■ Terracon Proposal No. P92165636

Page 3



We plan to use standard truck-mounted drilling equipment to access the boring locations. The scope of services stated herein assumes that the site can be accessed during normal business hours and does not include services associated with clearing of pathways, surveying of boring locations, location of underground utilities, or use of special equipment for unusually soft or wet surface conditions. If such conditions are known to exist on the site, Terracon should be notified so that we may adjust our scope of services and estimated fees, if necessary.

Terracon will notify Texas811, a free utility location service, prior to our drilling program to help locate utilities within dedicated public utility easements. If underground utilities are known to exist on the site, Terracon should be notified so that we may review utility plans to help avoid the existing lines. Terracon cannot be responsible for utilities for which we are unaware or that are improperly located in the field.

Laboratory Testing. The sample classifications will be reviewed and laboratory testing program will be assigned which will be specific to the project requirements and the subsurface conditions observed. The testing program could include, but may not be limited to, moisture contents, unit dry weights, Atterberg Limits, sieve analyses, and compressive strength tests.

Engineering Report. The results of our field and laboratory programs will be evaluated by a professional geotechnical engineer licensed in the State of Texas. Based on the results of our evaluation, an engineering report will be prepared which details the results of the testing performed and provides Boring Logs and a Boring Location Plan. The report will also provide geotechnical engineering recommendations which will address the following:

- Site and subgrade preparation;
- Estimated total and differential settlement; and
- Foundation design and construction.

Schedule. We can initiate our field operations within five to seven working days following authorization to proceed, if site access and weather conditions will permit. We anticipate completion of our services and submittal of our engineering report in about three weeks after completion of our field services. In situations where information is needed prior to submittal of our report, we can provide verbal information or recommendations for specific project requirements directly after we have completed our field and laboratory programs.

3.0 COMPENSATION

For the scope of services outlined in this proposal, which includes a total drilled footage of 80 feet, we estimate a cost of \$3,600. If the site is wet/soft at the time of drilling and requires the use of all-terrain vehicle (ATV) mounted drilling equipment to access the proposed boring location, we estimate an additional cost of \$500. The total cost for our scope of services would then be \$4,100. The cost of our services will not exceed these amounts without prior approval of the client.

Additional consultation (such as attendance on a project conference call, engineering analysis, review of project documents, etc.) requested will be performed on a time-and-materials basis. A Project Engineer billing rate of \$130 per hour will apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical services and will not be incurred without prior approval of the client.

4.0 AUTHORIZATION

Environmental Considerations. In an effort to reduce the potential for cross-contamination of subsurface media and exposure of site workers to contaminants that might be present at the site, Terracon requests that prior to mobilization to the site, the client inform Terracon of known or suspected environmental conditions at or adjacent to the site. If adverse environmental conditions are present, additional expenses may be necessary to properly protect site workers and abandon borings that penetrate affected groundwater-bearing units.

If Terracon is not informed of potentially adverse environmental conditions prior to the geotechnical services, Terracon will not be responsible for cross-contamination of groundwater aquifers, soil contamination, or any modification to the environmental conditions to the site that may occur during our geotechnical services. The geotechnical scope of services described above is based on our assumption that the site does not pose environmental risks to the personnel conducting the geotechnical exploration services.

Agreement for Services. We have included a copy of our “Agreement for Services.” If you agree to the conditions set forth in this proposal, please sign and return a copy of the accompanying Agreement for Services and an Access Agreement, if applicable, to our office. If you have any questions regarding the terms and conditions in the agreement, or any other aspect of this proposal, please feel free to contact us.

We appreciate the opportunity to provide this cost estimate and look forward to the opportunity of working with you.

Sincerely,

Terracon Consultants, Inc.

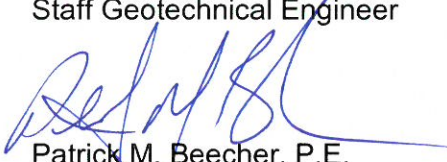
(Texas Firm Registration No. F-3272)



Rainey D. Perkins, E.I.T.
Staff Geotechnical Engineer



Andrew J. Muras, P.E.
Project Engineer



Patrick M. Beecher, P.E.
Geotechnical Services Manager

Attachment: Agreement for Services

AGREEMENT FOR SERVICES

This **AGREEMENT** is between Lamar Consolidated Independent School District ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Foster High School Water Plant Additions project ("Project"), as described in the Project Information section of Consultant's Proposal dated 11/08/2016 ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

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

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

- 10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.

Consultant: **Terracon Consultants, Inc.**
 By:  Date: **11/8/2016**
 Name/Title: **Andrew J Muras / Project Engineer**
 Address: **11555 Clay Rd Ste 100**
Houston, TX 77043-1239
 Phone: **(713) 690-8989** Fax: **(713) 690-8787**
 Email: **Andrew.Muras@terracon.com**

Client: **Lamar Consolidated Independent School District**
 By: _____ Date: _____
 Name/Title: _____
 Address: _____
 Phone: _____ Fax: _____
 Email: _____

Reference Number: P92165636

**CONSIDER APPROVAL OF POLLUTION HAZARD SURVEY FOR
THE FOSTER HIGH SCHOOL WATER PLANT UPGRADES**

RECOMMENDATION:

That the Board of Trustees approve HVJ Associates, Inc. for the pollution hazard survey for the Foster High School water plant upgrades in the amount of \$4,350 and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

Pollution hazard survey is required for water wells used for drinking water and will be based on current “rules for Public Water Systems” Title 30 TAC Chapter 290. This survey will identify nearby sanitary facilities, cemeteries, livestock areas, any existing wells or other potential pollution hazards in the area. These funds were allocated within the 2014 Bond Budget.

PROGRAM DESCRIPTION:

Pollution hazard survey services will generate reports that provide design criteria the architect needs to complete the construction specifications. These reports are crucial in the design and construction of the Foster High School water plant upgrades.

Upon approval, HVJ Associates will begin their survey in preparation for the design of the water well.

Submitted By: Kevin McKeever, Administrator for Operations
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent



Houston | 6120 S. Dairy Ashford Rd.
Austin | Houston, TX 77072-1010
Dallas | 281.933.7388 Ph
San Antonio | 281.933.7293 Fax
www.hvj.com

October 5, 2016 **(Revised November 4, 2016)**

Mr. Kevin McKeever
LCISD Administrator of Operations
3911 Avenue I
Rosenberg, TX 77471

Re: Pollution Hazard Survey Proposal
Lamar Consolidated Independent School District's Foster High School
4400 FM 723 Road
Richmond, Texas 77046
HVJ Proposal No.: HE1610256

Dear Mr. McKeever:

HVJ Associates, Inc. is pleased to submit this proposal and scope of services for Pollution Hazard Survey work at the above captioned location in Richmond, Texas.

Scope of Service

The Pollution Hazard Survey will be based on current "Rules for Public Water Systems," 30 TAC Chapter 290 regarding proposed Water Supply Well Collection." The Pollution Hazard Survey will include the following:

- Within 50 feet, identify any tile or concrete sanitary sewers, sewerage appurtenances, septic tanks, storm sewers, cemeteries, or livestock in pastures;
- Within 150 feet, identify any septic tank perforated drain fields, areas irrigated by low dosage, low angle spray on-site sewage facilities, absorption beds, evapotranspiration beds, water wells that do not meet Public Drinking Water Standards, or underground fuel or petrochemical storage tanks or pipelines;
- Within 300 feet, identify any sewage wet wells, sewage pump stations, or drainage ditches which contain industrial waste or sewage treatment waste;
- Within 500 feet, identify any sewage treatment plants, livestock and animal feed lots, solid waste disposal sites, lands on which sewage plant or septic tank sludge is applied, or lands irrigated by sewage plant effluent; and
- Within ¼ mile, identify any abandoned or inoperative wells and any other existing or potential pollution hazards.

Following our initial review of data, site reconnaissance and data analysis, a report will be prepared summarizing our findings and conclusions. In general, the following items will be included in the report: field observation data; plates, figures and drawings depicting general and pollution hazard conditions.

Mr. Kevin McKeever
HE1610256
November 4, 2016

Fee and Schedule

Based on the scope of work outlined, the lump sum fee for the services discussed is \$4,350. We expect to complete this study within four to six weeks contingent upon your approval of this scope of service. Four copies of the Pollution Hazard Report will be provided.

Conditions

The Lamar Consolidated Independent School District will be responsible for providing site access and a site plan with facility locations (if any) shown that is suitable for use as a base map for our site reconnaissance. Insurance certificates verifying HVJ Associates' general liability, auto, worker compensation, and errors and omissions insurance coverage, listing the Lamar Consolidated Independent School District as a certificate holder, will be provided upon request. A cost breakdown can be provided upon request.

If this scope of services meets with your approval, please sign, complete the indicated spaces below, and return a copy of this document to us. By signing below, you are authorizing HVJ Associates to proceed with the scope of services for the fees indicated above. HVJ Associates, Inc. is pleased to be of service on this project. Please call us if you require additional information.

Sincerely,

HVJ ASSOCIATES, INC.

Texas Firm Registration No. F-000646



Edward Hawkinson, PG, MS, MBA
Project Manager

EH/SV/NL

Agreed to this _____ day of _____, 20_____

By: _____

Title: _____

Firm: _____

Telephone: 832-223-0499 (number is for Vanir | Rice & Gardner)

Date to Start Work: _____

**CONSIDER APPROVAL OF CSP #03-2017VRG
FOR THE REPLACEMENT CHILLERS**

RECOMMENDATION:

That the Board of Trustees approve American Mechanical Services, LLC for the construction of the replacement chillers in the amount of \$970,800 and authorize the Board President to sign the agreement.

IMPACT/RATIONALE:

Competitive Sealed Proposals #03-2017VRG were solicited for the construction of the replacement chillers project. Six (6) proposals were received on October 25, 2016. Having reviewed the weighted contractor evaluation criteria that was included in the proposal documents, Vanir-Rice & Gardner and EMA engineers recommend the contract for construction be awarded to the highest ranked firm, American Mechanical Services, LLC. Funding for this work is from 2011 bond funds.

The amount of the recommended proposal is under the established construction budget.

PROGRAM DESCRIPTION:

Upon approval, contracts will be prepared for execution and American Mechanical Services, LLC will begin construction of the replacement chillers.

Submitted By: Kevin McKeever, Administrator for Operations
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent

November 8, 2016

Mr. Kevin McKeever
Administrator for Operations
Lamar Consolidated Independent School District
3911 Avenue I
Rosenberg, Texas 77471

RE: Lamar Consolidated ISD Chiller Replacement Project
Recommendation for Award of Construction Contract
LCISD CSP #03-2017VRG

Dear Mr. McKeever:

On Thursday, October 25, 2016 Competitive Sealed Proposals were received by the Lamar Consolidated Independent School District Chiller Replacement Project. A total of seven (7) general contractors obtained construction documents and a total of six (6) general contractors submitted proposals.

Vanir-Rice & Gardner Joint Venture, and Estes McClure & Associates LLC. began evaluating the proposals immediately, ranking each proposer on the evaluation criteria published in the Instructions to Proposers section of the Contract Documents. The evaluation criteria considered the Contractor's Proposals, additional information submitted as part of the proposal submission, and additional references from area school districts.

Based on a thorough review of the submitted proposals, qualifications, and references, Vanir-Rice & Gardner Joint Venture, and Estes McClure & Associates LLC. hereby recommends acceptance of the proposal outlined below for Lamar Consolidated Independent School District Chiller Replacement Project submitted by American Mechanical Services LLC.

Base Proposal	\$970,800.00
Total G.C. Contract Amount	\$970,800.00


Rice & Gardner Consultants has had very good experience with American Mechanical Services LLC. on numerous projects in the Houston area.

Mr. Kevin McKeever
November 8, 2016
Page 2 of 2

We are very confident that American Mechanical Services LLC. is well qualified to successfully execute the requirements of this contract.

If you have any questions concerning this issue or our recommendation, please do not hesitate to contact us.

Sincerely,
Vanir- Rice & Gardner Joint Venture



Steve Hoyt, AIA, LEED AP
Operations Manager

Attachment: CSP Evaluation Scoring Form

cc: Michele Leach, LCISD
Wes Van Rite, Estes McClure & Associates, Inc.

Lamar Consolidated Independent School District

CSP 03-2017VRG Chiller Replacement Project

Vendor	Purchase Price	Purchase Price 20 Points Max	Reputation of the vendor and of the vendor's goods or services 15 Points Max	Quality of vendor's goods or services 10 Points Max	Extent to which the goods or services meet the districts needs 15 Points Max	Vendor's past relationship with the District 5 Points Max	Proposed Team offers experience and knowledge base of the project 15 Points Max	Ability to service our accounts with proper staff and insurance requirements 10 Points	Safety Record 10 Points Max	Total Score	Firm's Ranking Order
American Mechanical Services	\$970,800	20.00	15.00	10.00	12.00	3.00	15.00	10.00	6.00	91.00	1
Harcon	\$1,263,300	15.37	15.00	10.00	12.00	3.00	15.00	10.00	6.00	86.37	6
Magnum Air Inc.	\$1,098,500	17.68	15.00	10.00	15.00	3.00	15.00	10.00	4.00	89.68	2
REX Mechanical	\$1,192,000	16.29	15.00	10.00	12.00	5.00	15.00	10.00	6.00	89.29	3
TD Industries	\$1,105,900	17.56	15.00	10.00	12.00	3.00	15.00	10.00	6.00	88.56	5
TDR Contractors	\$1,085,000	17.89	15.00	10.00	12.00	3.00	15.00	10.00	6.00	88.89	4

**CONSIDER APPROVAL OF THE DISTRICTWIDE SITE LIGHTING
SERVICE ORDER FOR KCI**

RECOMMENDATION:

That the Board of Trustees approve the service order for KCI Technologies for districtwide site lighting in the amount of 6% of the total construction cost plus additional services and authorize the Board President to execute the agreement.

IMPACT/RATIONALE:

The master agreement with KCI Technologies was approved by the Board of Trustees at their September 2016 meeting which sets terms, conditions and a fee schedule for engineering design projects that may be assigned to the firm. The service order is specific to the districtwide site lighting project.

The districtwide site lighting project will be funded from surplus funds from the 2011 Bond Program.

PROGRAM DESCRIPTION:

The districtwide site lighting project will replace existing exterior building lighting and parking lot lighting with new LED fixtures at 49 sites within the District, including schools and support facilities. KCI will develop site plans for each facility to locate each pole light and wall light fixtures to provide clear direction for the contract documents. Upon approval, the Board President will execute the service order with KCI Technologies and the design phase will begin.

Submitted By: Kevin McKeever, Administrator for Operations
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent

SERVICE ORDER
(for use with AIA BI21-2014 Master Agreement)

This is an Amendment, consisting of 4 pages, referred to in and part of the Agreement between OWNER and ENGINEER for Professional Services dated August 11, 2016. This Amendment shall be an addition to the original contract.

Project and Fee

Owner: Lamar Consolidated Independent School District

Engineer: KCI Technologies, Inc.

Project Title: Lamar Consolidated ISD Site Lighting Retrofits

Scope KCI Technologies, Inc. will provide engineering services for the following scope of work:

BASIC SERVICES

I. SITE PLAN

- a. To be provided by others, not included in KCI's scope: site plan encompassing the outer boundaries for each area of scope. Plan provided to KCI to be a picture (such as Google map) or electronic drawing file (such as AutoCAD or Revit) format.

II. ASSESS EXISTING CONDITIONS

- a. Gather and review all record documents available.
- b. Perform site visit, interview maintenance personnel and provide findings.

III. SITE LIGHTING

- a. Controls: KCI assumes that all existing controls for site lighting is fully functional and that no rework or adjustments are needed for this system. Any new lights that may be required will need to be connected to the existing system. It is assumed that there are enough spare points in the lighting control system for any new lights.
- b. Electrical: KCI assumes that the existing electrical service at each site is adequate for replacement of existing lighting fixtures as well as any new fixtures that may be needed. KCI will develop photometrics for each site to achieve minimum lighting levels as desired by the Client but also not more than levels as required by "Dark Sky" requirements. Existing building automated controls will be reviewed with building maintenance personnel and building automation vendor for proper functionality and deficiencies identified but not redesigned. Incoming service size, including lighting panels, will be reviewed and deficiencies noted but not redesigned. Lighting poles will be observed visually to determine that they are integrally sound for power/stability with deficiencies noted but not redesigned if needed.
- c. Prepare contract drawings and specifications to provide layout of the recommended improvements sufficient for Client review. Specifications on the drawings will be prepared for the lighting. All work will be designed in accordance compliance with LCISD standards and guidelines.

SERVICE ORDER
(for use with AIA BI21-2014 Master Agreement)

IV. COORDINATION AND MEETINGS DURING DESIGN PHASE

- a. Meeting to discuss findings for all sites.
- b. Meeting to discuss 60% review comments.

V. BID AND CONSTRUCTION PHASE SERVICES

- a. KCI will issue plans for tender, be available for questions, and provide bid recommendation to the Client.
- b. Once the project is awarded to a Contractor, KCI will provide construction phase engineering services. Testing Services will be performed by others.
- c. The pre-construction conference and monthly progress meetings will be conducted in conjunction with the program manager. KCI will attend the pre-construction conference and the construction progress meetings, and will contribute regarding the areas of our responsibility for the construction phase of the project.
- d. KCI will provide interpretations to the intent of the contract documents, and will resolve discrepancies in the contract documents, if necessary. We will review submittals, shop drawings, material certifications, samples, and other related contractor submittals for conformance with the contract documents. We will assist Client in preparing construction change orders related to design issues. We will respond to Contractor's Requests for Information.
- e. Construction site visits will be performed periodically. Final site visits to each site to document punch list items is anticipated. Observations will be reported to Client.
- f. The construction contractor will maintain red line annotations to the contract drawings during the course of the construction contract to reflect as-built conditions. The red-lines will be furnished to KCI at the completion of the project for preparation of as-built drawings.
- g. KCI will complete as-built drawings and provide electronic and hard copies to Client.
- h. Start up and commissioning are not included.

VI. ASSUMPTIONS

- a. Environmental assessments, studies, permitting, and associated mitigation are not needed or to be provided by others.
- b. Corrosion testing and cathodic protection design to be performed by others, if recommended.

VII. DELIVERABLES

- a. We anticipate submitting drawings with any alternates and/or recommendations for review and approval. Submittals at 60% Design and 100% Bid Documents phases. All deliverables will be provided to Client in 30x42 hard copy (paper) format (up to 5 sets). Digital (AutoCAD and/or pdf) copies may be provided upon request. Hard Copy deliverables will be signed and sealed by a registered professional engineer licensed to practice in the State of Texas when required by the reviewing agencies and in accordance with the Texas Board of Professional Engineers requirements.

SERVICE ORDER
(for use with AIA BI21-2014 Master Agreement)

VIII. SCHEDULE

- a. Work will begin upon written receipt of Notice to Proceed (NTP). KCI anticipates the completion of site surveys within 6 weeks of NTP. The entire project design is anticipated to be completed within 16 weeks. The dates of the milestones indicated in DELIVERABLES will be decided upon after discussions with the Client.
- b. We anticipate Client milestone reviews and comments to take a maximum of 2 weeks per submittal.
- c. Client agrees that KCI shall not be responsible for delays due to causes beyond KCI's reasonable control. In the case of any such delay, the time for completion of KCI's Scope of Services hereunder shall be extended accordingly.

Master Contract Fee Schedule:

Construction Costs	Percentage Fee
\$0 to \$100,000	7.50% of Total Construction
\$100,001 to \$250,000	7.00% of Total Construction
\$250,001 to \$500,000	6.50% of Total Construction
Over \$500,000	6.00% of Total Construction

Construction Budget: \$1,400,000

Estimated Fee: \$1,400,000 @ 6% = \$84,000 plus reimbursable expenses

Billing Description	Billing Percentage	Billing Amount of Approved GMP
Complete Construction Documents	Seventy Five Percent (75%)	\$63,000.00
Complete Bidding Process	Five Percent (5%)	\$4,200.00
Construction Administration/ Final Closeout	Twenty Percent (20%)	\$16,800.00

Additional Services

I. SITE PLAN

- a. KCI will develop a site plan encompassing the outer boundaries for each area of scope. Plan to be a picture (such as Google map) or electronic drawing file (such as AutoCAD or Revit) format.
- b.

II. COORDINATION AND MEETINGS DURING DESIGN PHASE

- a. None anticipated.

III. BID AND CONSTRUCTION PHASE SERVICES

- a. None anticipated.

IV. ASSUMPTIONS

- a. Google Maps show current conditions for each site.

SERVICE ORDER
(for use with AIA BI21-2014 Master Agreement)

V. DELIVERABLES

- a. Picture or drawing for each site showing existing lighting poles and wall pack locations. Deliverable to be used for design layout and review.

VI. SCHEDULE

- a. Work will begin upon written receipt of Notice to Proceed (NTP). KCI anticipates the completion of site plans within 1 week after site surveys are completed.
- b. Client agrees that KCI shall not be responsible for delays due to causes beyond KCI's reasonable control. In the case of any such delay, the time for completion of KCI's Scope of Services hereunder shall be extended accordingly.

Master Contract Fee Schedule for Additional Services:

Billing Description	Billing Percentage	Billing Amount of Approved GMP
Complete Construction Documents	One Hundred Percent (100%)	\$4,200.00

TOTAL ESTIMATED FEE: \$88,200 plus reimbursable expenses

KCI Technologies, Inc. will invoice Lamar Consolidated Independent School District on the schedule specified in the Master Agreement.

James Steenbergen, LCISD - Board President

(Date)

Christopher W. Qualls

Chris Qualls, RPL, for KCI Technologies, Inc.

11/08/16
(Date)

**CONSIDER APPROVAL OF OUT-OF-DISTRICT MUD AGREEMENT FOR
BENTLEY ELEMENTARY SCHOOL AND AGRICULTURAL BARN #2**

RECOMMENDATION:

That the Board of Trustees approve the out-of-district agreement with Fort Bend County MUD No. 142 for Bentley Elementary School and Agricultural Barn #2 and authorize the Board President to sign the agreement.

IMPACT/RATIONALE:

Fort Bend County MUD No. 142 requires the Bentley Elementary School and Agricultural Barn #2 sites to be annexed into the MUD District to provide water and sewer services at the commercial rates. Lamar CISD has requested the process to begin to annex both sites into Fort Bend County MUD No. 142. In the interim, until the annexation is complete, Fort Bend County MUD No. 142 requires an out-of-district agreement for water and sewer service to be executed prior to providing services.

PROGRAM DESCRIPTION:

Fort Bend County MUD No. 142 is the Municipal Utility District provider for water and sewer services for Bentley Elementary School and Agricultural Barn #2. The tax exempt tap fees for Bentley Elementary School were approved by the Board in July 2016 to provide the utility infrastructure costs and the meters, inspections and security deposits were approved by the Board in September 2016. The tax exempt tap fees for the Agriculture Barn #2 were approved by the Board in July 2016.

Submitted By: Kevin McKeever, Administrator for Operations
Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:



Dr. Thomas Randle
Superintendent

TEMPORARY WATER SUPPLY AND SANITARY SEWER CONTRACT

BY AND BETWEEN

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 142

AND

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

This WATER SUPPLY AND SANITARY SEWER CONTRACT ("Contract"), is made and entered into on the date hereinafter set out by and between FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 142 (the "District"), a political subdivision of the State of Texas, and LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (the "Customer"), a political subdivision of the State of Texas, together with its successors and assigns herein permitted.

RECITALS:

WHEREAS, the Customer intends to develop a 14.90 acre tract and a 20.97 acre tract adjacent to the District (hereinafter referred to collectively as the "Subject Tract"), which is described by metes and bounds in **Exhibit "A"** attached hereto and incorporated herein for all purposes. To further the use of the Subject Tract, it is necessary for the Customer to provide for the collection, storage, transportation, and disposal of waste water collected upon the Subject Tract and for the supply of potable water to the Subject Tract;

WHEREAS, the District has completed or will complete the acquisition and/or construction of the water and sewer lines which are in a location convenient to serve the Subject Tract, and is executing this Contract in order to provide for water and sanitary sewage service to the Subject Tract on a temporary basis pending the annexation of the Subject Tract into the boundaries of the District; and

WHEREAS, the Customer has determined that it is authorized to enter into this Contract by the laws of the State of Texas, and has taken all actions necessary to execute and deliver this Contract as a valid and binding obligation of such party.

NOW, THEREFORE, for and in consideration of the premises and the mutual obligations, covenants, and benefits herein contained, the District and the Customer agree to the terms and conditions as follows.

ARTICLE I

DEFINITIONS AND CONSENTS

Section 1.01. Definitions. Terms and expressions used in this Contract, unless the context shows clearly otherwise and in addition to other defined terms herein, have meanings as follows:

"*Customer's System*" means the Water Distribution System, Private Water Line, Sanitary Sewage Collection System, and the Private Sewer Line, and related facilities, as such terms are hereinafter defined.

"*District Facilities*" means the water supply and sanitary sewage facilities, and all appurtenant and incidental facilities constructed by the District, the plans and specifications for which are on file with the District.

"*Potable Water*" means a quality of water equivalent to that required by the Texas State Department of Health or its successors for domestic use.

"*Private Sewer Line*" means the sanitary sewer connecting line including any necessary lift stations, force mains and appurtenances from the Subject Tract to the District Facilities as set forth in Section 2.02 herein.

"*Private Water Line*" means the water distribution connecting line from the Subject Tract to the District Facilities as set forth in Section 2.01 herein.

"*Sanitary Sewage*" means a combination of the liquid and water-carried waste characteristic of residential effluent discharged from the sanitary conveniences of dwellings and other buildings connected to a sanitary sewage collection system.

"*Sanitary Sewage Collection System*" means a sanitary sewage collection system and any extensions thereof and additions thereto constructed by the Customer at its sole cost and expense pursuant to plans and specifications prepared by the Customer and approved by the District's engineer prior to construction.

"*Subject Tract*" means those certain tracts of land described in **Exhibit "A"**, which is incorporated herein by reference, containing a total of approximately 35.87 acres and owned by the Customer.

"*Waste*" means sanitary sewage and other waste collected by a sanitary sewage collection system and amenable to biological treatment in accordance with the requirements of the District, together with such infiltration water as may be present, provided that such system is constructed in compliance with specifications approved by the District.

"*Water Distribution System*" means a system for the distribution of Potable Water and any extensions thereof and additions thereto constructed by the Customer at its sole cost and expense pursuant to plans and specifications prepared by the Customer and approved by the District's engineer prior to construction.

"*Shall*" is mandatory; "May" is permissive.

Section 1.02. Consents. Any consent or approval required to be given by the District must be given in writing by an officer of the District, unless otherwise specified, and any notice to be given to the District must be given to the President or the Secretary of the Board of Directors of the District, unless otherwise specified.

ARTICLE II CONSTRUCTION BY CUSTOMER

Section 2.01. Private Water Line. In order to obtain water service from the District as hereinafter provided the Customer will construct the Private Water Line from the Subject Tract and the District's operator will connect the Private Water Line to the District Facilities. The exact point of connection shall be determined by the Customer, subject to the approval of the District's engineer, which approval shall be given in the District engineer's sole discretion. The Private Water Line will be constructed in accordance with plans and specifications prepared by the Customer, and approved by the District's engineer. The construction of the Private Water Line and the acquisition of any lands or easements in connection therewith shall be at no cost to the District and at the sole cost and expense of the Customer.

Section 2.02. Private Sewer Line. In order to obtain sanitary sewage service from the District as hereinafter provided the Customer will construct the Private Sewer Line, including any necessary private lift stations and force mains, from the Subject Tract and the District's operator will connect the Private Sewer Line to the District Facilities. The exact point of connection shall be determined by the Customer, subject to the approval of the District's engineer, which approval shall be given in the District engineer's sole discretion. The Private Sewer Line will be constructed in accordance with plans and specifications prepared by the Customer, and approved by the District's engineer. The construction of the Private Sewer Line and the acquisition of any lands of easements in connection therewith shall be at no cost to the District and at the sole cost and expense of the Customer.

Section 2.03. Water Distribution System Serving the Subject Tract. The Customer will construct a Water Distribution System, including extensions thereof and additions thereto from time to time, to serve the Subject Tract. The Water Distribution System will be constructed in accordance with plans and specifications prepared by the Customer, and approved by the District's engineer. Any extensions thereof or additions thereto if permitted hereunder shall not be placed in service until approved in writing by the District's engineer or by the District's operator. The Water Distribution System shall be constructed at no cost to the District and at the sole expense of the Customer.

Section 2.04. Sanitary Sewage Collection System Serving the Subject Tract. The Customer will construct a Sanitary Sewage Collection System, including extensions thereof and additions thereto from time to time, to serve the Subject Tract. The Sanitary Sewage Collection System will be constructed in accordance with plans and specifications prepared by the Customer, and approved by the District's engineer. Any extensions thereof or additions thereto

if permitted hereunder shall not be placed in service until approved in writing by the District's engineer or by the District's operator. The Sanitary Sewage Collection System shall be constructed at no cost to the District and at the sole expense of the Customer.

Section 2.05. "As Built" Drawings. The Customer shall provide the District with a copy of a survey of the Subject Tract and with a drawing of the floor plan of the building(s) to be located on the Subject Tract. Additionally, the Customer shall provide the District a complete set of reproducible "as built" drawings, together with a certificate by its engineer that the Customer's System were built in accordance with plans and specifications approved by the District's engineer and are as indicated on such "as built" drawings.

Section 2.06. Construction, Extensions and Modifications. The Water Distribution System, the Sanitary Sewage Collection System, the Private Water Line, the Private Sewer Line or any facilities or buildings connected to the foregoing systems and lines shall not, after the date hereof, be extended or modified in any respect nor shall any additional facilities which utilize water and/or sanitary sewer services be constructed on the Subject Tract without the prior written approval of the District's engineer. The Customer agrees to provide inspection of Customer's System during construction thereof. The District's representatives shall have access at all times to inspect any construction by the Customer as it is in progress and shall have approval of any material modification of plans and specifications and shall have the right to inspect all connections to the District Facilities as it deems necessary or desirable. The District shall, at its own cost, also have the right of inspection of each individual connection to the District Facilities during installation. In the event that the District is not provided with an opportunity to inspect the Customer's System during the period of construction or modification, the Customer shall dig up its Customer's System, at Customer's sole cost and expense, for the purpose of allowing the District to inspect same. Upon completion of any such approved extension, modification or additional facilities, the Customer shall provide the District "as built" drawings and a certificate by its engineer as required in Section 2.05.

Section 2.07. Dedication of Easements. The Customer shall obtain for and dedicate to the District any utility easements which, in the opinion of the District's engineer, are necessary for the operation and maintenance of the District Facilities. Such dedication shall be in a form satisfactory to the District's attorneys.

Section 2.08. Recording of Plat. If not previously obtained, Customer shall obtain approval by the City of Houston of a plat or plats on the Subject Tract which will be duly recorded in the Map Records of Fort Bend County, Texas prior to the provision of any services pursuant to this Contract by the District to the Subject Tract. A recorded copy of said plat shall be provided to the District's Engineer as evidence of satisfaction of this requirement. If the Customer does not comply with such requirement, such failure shall constitute a material breach of this Contract. In such event, the District shall have the right to terminate this Contract in its sole and absolute discretion, without repayment of any amounts previously paid to the District hereunder.

ARTICLE III

OWNERSHIP OF FACILITIES

Section 3.01. Customer Owns Facilities; Indemnity. (a) The Customer shall continue to own any facilities constructed by the Customer pursuant to this Contract and will maintain such facilities in accordance with procedures and standards acceptable to the District. The Customer shall consistently maintain Customer's System in good condition and shall immediately repair any leaks or breaks in Customer's System. In the event a rupture occurs which allows abnormal infiltration or discharge of solid matter or surface water or other materials into such system, the Customer agrees to immediately notify the District of such occurrence, and if such rupture is not repaired within seven (7) days after notification to the Customer by the District, then the Customer shall be liable to District for any damage that the District sustains by virtue of such failure to repair. In the event the Customer fails diligently to repair or proceed with the repair of Customer's System within the time aforesaid, the District may at its option repair same and charge the Customer its actual cost of such repairs. Any repairs to be performed shall be performed under the supervision of the District's representatives and in accordance with good public health and engineering practices and in compliance with American Waterworks Association standards. Notwithstanding the foregoing, the District reserves the right to valve off and discontinue service at the point of rupture or break in Customer's System in the event that such occurrence endangers or contaminates the District's public water supply or endangers the District's waste disposal system until appropriate repairs to Customer's System have been made.

(b) The District shall have no responsibility or liability arising out of the operation or maintenance of the Private Water Line, the Private Sewer Line, the Water Distribution System, the Sanitary Sewage Collection System, or any other facilities constructed by the Customer, or its predecessor in title, and the Customer agrees to **INDEMNIFY AND HOLD THE DISTRICT HARMLESS FROM ANY AND ALL LIABILITY ARISING OUT OF THIS CONTRACT OR THE DESIGN, CONSTRUCTION, MAINTENANCE, OR FAILURE OF ANY OF THE FACILITIES DESCRIBED IN OR CONSTRUCTED BY CUSTOMER, OR ITS PREDECESSOR IN TITLE, PURSUANT TO THIS CONTRACT OR ANY SIMILAR CONTRACT, WHETHER BY NEGLIGENCE OR WILLFUL ACT, OR THE NEGLIGENCE OR WILLFUL ACT OF THE CUSTOMER'S OR DISTRICT'S EMPLOYEES, AGENTS, OR SERVANTS OR ANY THIRD PARTIES.**

ARTICLE IV CONSIDERATION FOR SERVICES

Section 4.01. Rates and Charges. (a) The monthly rates to be paid by the Customer for water and sewer service to the Subject Tract shall be one and one-half (1-1/2) times the amount paid by commercial customers within the District, as established by the District's Rate Order. The District reserves the right to adjust the aforesaid rates paid by customers within the District from time to time, which will result in a change in the rates charged to the Customer. The Customer shall pay such rates as set forth hereinabove for the supply of water and waste disposal services commencing on the date on which Customer's System is connected to the District Facilities.

(b) In addition to all other amounts payable hereunder and as a condition to service to the Premises, the Customer shall pay to the District all attorneys fees and engineering fees incurred by the District in connection with the preparation of this Contract.

(c) The Customer shall pay to the District its cost of installation (including labor and equipment) and materials, including the backflow prevention device and related materials, for the required meter(s), plus the costs of any inspections required, all as set forth in the Rate Order in effect on the date that such installation or request for inspection is made.

(d) Notwithstanding anything contained herein the contrary, and in addition to any other amounts payable by the Customer to the District hereunder, whether now or the future, within thirty (30) days from the date of this Contract, Customer shall pay or cause to be paid to the District \$355,783.16 (the "Tax-Exempt Tap Fee"), the calculation of which is attached hereto as **Exhibit "B"**. The Customer hereby agrees and acknowledges that, but for this payment, the District would not enter into this Contract and that the Tax-Exempt Tap Fee, or any portion thereof, shall not be refunded to the Customer, its successor or assigns, for any reason.

(f) The Customer shall pay a deposit to ensure payment for the water and sanitary sewer service provided by the District. The deposit shall equal three (3) months estimated billing, as determined by the District utilizing City of Houston criteria regarding usage, or \$500.00, whichever is greater. The District shall not be required to pay interest on such deposit unless required by law or government regulation.

Section 4.02. Maximum Connections. The District shall only provide water supply and sanitary sewage service to the Subject Tract in the amount of 4,569 gallons per day of sewer, average daily flow, and 8,750 gallons per day of water, average daily flow, within the Subject Tract. If the Customer increases its usage so as to exceed such capacity, such action shall constitute a breach of this Contract. In such event, the District shall have the right to immediately discontinue all service to the Customer and to terminate this Contract, or in the alternative, to impose additional fees and charges, including penalties, as may be set forth in the District's Rate Order, as may be amended from time to time.

Section 4.03. Change in Use. It is understood and agreed that the Subject Tract and proposed improvements thereon are currently intended to be used as a school, an agricultural center, and/or other education related improvements, and that the Customer intends to continue use of the Subject Tract for that purpose. No activities shall be conducted within the Subject Tract which constitute a nuisance to the neighboring residents within the District. If same occurs, the District reserves the right to terminate this Contract. Not less than ninety (90) days prior to a change in use of the Subject Tract by the Customer, the Customer shall notify the District in writing of such change. If the District does not approve such change, the District may terminate this Contract, by providing written notice of termination to the Customer. Upon any such termination the Private Water Line and the Private Sewer Line shall be disconnected from the District Facilities by the Customer, which disconnection shall be inspected and approved in writing by the District's operator or engineer. The Customer shall be responsible for all fees and charges due under this Contract to the date of termination.

Section 4.04. Development Requirements. The Customer shall abide by any and all development requirements which may be in existence or hereinafter adopted by the Board. In connection with the drainage of the Subject Tract, the Customer shall ensure that the drainage of storm waters from the Subject Tract will not travel upon any adjoining property, but shall be gathered and diverted to appropriate storm water drainage facilities as directed by the District's engineer, Fort Bend County, the Fort Bend County Drainage District and any other regulatory authority or agency with jurisdiction over said matters. Any storm water drainage facilities required to be constructed to serve the Subject Tract shall be constructed at the sole cost and expense of the Customer and at no cost to the District. In the event that the Customer violates or otherwise fails to comply with any of the development requirements of the District and other provisions hereof, the Customer shall have 30 days, or such longer time period as the District may permit, from the date of receipt of written notice from the District or any of its agents or employees, to cure such violation or failure to comply. If it does not receive satisfactory evidence of such cure of compliance within the allotted time period, the District shall have the right (i) to discontinue service to be provided under this Contract until such time as the Customer demonstrates to the satisfaction of the Board that it has cured such violation and is in full compliance with the development requirements and to charge a reconnection fee as established in the Rate Order or (ii) discontinue all service to the Customer and terminate this Contract.

Section 4.05. Title to and Responsibility for Water and Sewage. Title to, possession, and control of water shall remain with the District until it passes through the point of connection for water referred to in Section 2.01 above, where title to, possession and control of the water shall pass from the District to the Customer. Possession and control of wastewater shall remain with the Customer until it passes through the point of delivery for wastewater referred to in Section 2.02 above, where possession and control of the sewage shall pass from the Customer to the District. **THE CUSTOMER AGREES TO SAVE AND HOLD THE DISTRICT HARMLESS FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION WHICH MAY BE ASSERTED BY ANYONE ON ACCOUNT OF THE TRANSPORTATION, DELIVERY AND DISPOSAL OF SAID WASTEWATER.**

**ARTICLE V
DELINQUENCY OF PAYMENTS**

Section 5.01. Late Payments; Remedies. All amounts payable by the Customer shall be paid to the District in accordance with the time and manner specified herein or in the Rate Order and any amendments thereto, or subsequent Rate Orders, as applicable. In the event the Customer fails to pay in full all bills hereunder and under the Rate Order, the District may give written notice of delinquency to the Customer and may, thereafter, at its option, institute suit for collection thereof, including foreclosure of the lien hereunder, and to collect any amounts due and unpaid together with interest thereon at the maximum legal rates and reasonable attorney's fees. If the Customer fails to tender payment the District reserves the right to discontinue service and terminate this Contract. The hereinabove described remedies are in addition to any remedies provided by the Rate Order or pursuant to applicable law.

**ARTICLE VI
MAINTENANCE**

Section 6.01. Proper Maintenance. If after notice to the Customer any repairs to the Sanitary Sewage Collection System, the Water Distribution System, the Private Water Line, or the Private Sewer Line are not promptly and properly performed, the District shall have the right to terminate this Contract or make such repairs immediately and if the District makes such repairs, the Customer agrees to pay to the District, in addition to all other payments herein required, the cost of such repairs to the District plus a penalty equal to 15% of the repair costs.

**ARTICLE VII
ASSIGNMENT AND TERMINATION**

Section 7.01. Assignment. Unless otherwise specified herein, the Customer may not assign or partially assign this Contract or its rights hereunder to other parties. Upon conveyance of the Subject Tract by the Customer, this Contract shall automatically terminate.

**ARTICLE VIII
OTHER CONTRACTS**

Section 8.01. Contracts. The District has heretofore entered into and hereby reserves the right to enter into additional water supply and/or waste disposal agreements with other persons, corporations, partnerships or political subdivisions of the State of Texas or any other entities; provided, however, the District covenants and agrees that it will not so agree with others to such an extent as to impair the District's ability to perform fully and punctually its obligations to the Customer under this Contract. The Customer expressly agrees that it shall not transfer, assign or alienate any of the water or waste disposal services being supplied by the District pursuant to this Contract to other persons, corporations, partnerships, political subdivisions or any other entity inside or outside of the existing boundaries of the Subject Tract.

ARTICLE IX

CHARACTER OF WASTE

Section 9.01. Non-Industrial Waste Only. The District shall receive, treat, and dispose of only the Waste characteristic of residential effluent as are customarily discharged from the sanitary conveniences of dwellings and other buildings. The District will not accept industrial waste discharged from the Subject Tract. The Customer shall comply with any and all requirements of the District regarding Waste as set forth in the District's then current Rate Order and Industrial Waste Order. In addition, the Customer shall install a sample well on each sanitary line discharging into the District's system in accordance with the District's requirements at the time of construction, and the Customer shall install all grease traps required pursuant to the District's Rate Order or in the discretion of the District's engineer and/or operator.

ARTICLE X FORCE MAJEURE

Section 10.01. Performance Suspended. To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the terms specified of any obligation or duty placed on such party (other than monetary obligations) by reason of strikes, stoppages of labor; riots; fire; invasions; insurrections; accidents; orders of any court, judge or civil authority; acts of God; or any cause reasonably beyond such party's control and not attributable to its neglect, then, in such event, the time for performance of such obligation or duty shall be suspended until such inability to perform is removed.

ARTICLE XI TERM OF CONTRACT

Section 11.01. Term. This Contract shall be in force and effect from the date of execution hereof until the earlier of: (i) the annexation of the Subject Tract into the boundaries of the District, upon which annexation Customer shall be governed by the District's rules, regulations and Rate Order in the same manner as other customers within the District, or (ii) the one (1) year anniversary of the date of execution hereof. This Contract shall automatically terminate at such time, and any extension hereof beyond such time, or the entering into of any similar contract by the District, shall be undertaken only in the sole discretion of the Board of Directors of the District.

ARTICLE XII MISCELLANEOUS

Section 12.01. Waiver Not Implied. No waiver or waivers of any breach or default of this Contract shall be construed to be a waiver or consent to any other breach or default or any previously existing breach or default of any kind under any circumstances.

Section 12.02. Titles Not Restrictive. The titles assigned to the various articles and sections of this Contract are for convenience only and are intended to be descriptive of the matters following said titles. The titles shall not be considered restrictive of the subject matter of any article or section or any part of this Contract.

Section 12.03. Severability. If any one or more of the sections, provisions, clauses, or words of this Contract shall for any reason be held to be invalid, such invalidity shall not affect any other section, provision, clause, or word of this Contract, and the parties hereto agree that they would have entered into this Contract regardless of such invalidity.

Section 12.05. Merger. This Contract shall constitute the entire agreement of the parties and shall be in substitution for and in lieu of any prior agreements, whether written or oral, with respect to the Subject Tract.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the ____ day of, _____, 2016, in multiple copies, each of which shall be deemed to be an original and of equal force and effect.

LAMAR CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT

By: _____
Name: _____
Title: _____

"Customer"

THE STATE OF TEXAS)()(
COUNTY OF _____)(

This instrument was acknowledged before me on _____, 2016, by _____, _____ of LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas, on behalf of said political subdivision.

Notary Public in and for the
State of T E X A S

(SEAL)

438795.1

EXHIBIT "A" - Bentley Elementary Site

CHARLIE KALKOMEY SURVEYING, INC.

A JONES & CARTER COMPANY

6415 READING ROAD
ROSENBERG, TEXAS 77471
281 342-2033

Texas Board of Professional Land Surveying Registration No. 10046104

FIELD NOTES FOR A 14.90 ACRE TRACT OF LAND IN THE JOHN FOSTER SURVEY, ABSTRACT 26, FORT BEND COUNTY, TEXAS, BEING OUT OF AND A PART OF THAT CERTAIN CALLED 50.400 ACRE TRACT RECORDED UNDER COUNTY CLERK'S FILE NUMBER 2005058326, OFFICIAL PUBLIC RECORDS, FORT BEND COUNTY, TEXAS, WITH ALL BEARINGS BASED UPON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, BASED UPON GPS OBSERVATIONS.

BEGINNING at a 5/8 inch iron rod with cap marked "1943-4349" found in the easterly right-of-way line of F. M. Highway 359 (80-foot wide) for the southwest corner of said called 50.400 acre tract, same being the lower northwest corner of an adjoining called 77.18 acre tract recorded under County Clerk's File Number 2014105498, Official Public Records, Fort Bend County, Texas, for the southwest corner and **Place of Beginning** of the herein described tract, said point being in a non-tangent curve to the right;

THENCE along said non-tangent curve to the right, being the westerly line of the herein described tract and said called 50.400 acre tract, same being the easterly right-of-way line of F. M. Highway 359, having a central angle of 12 degrees 36 minutes 14 seconds, a radius of 1,392.40 feet, an arc length of 306.30 feet, and a chord bearing North 08 degrees 35 minutes 49 seconds West, 305.68 feet to a 1-inch iron pipe found at the end of said curve;

THENCE North 02 degrees 18 minutes 00 seconds West (called North 00 degrees 06 minutes 06 seconds East) continuing along the westerly line of the herein described tract and said called 50.400 acre tract, same being the easterly right-of-way line of F. M. Highway 359, 396.05 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for the northwest corner of the herein described tract;

THENCE North 87 degrees 30 minutes 05 seconds East establishing the north line of the herein described tract, 931.10 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for the northeast corner of the herein described tract;

THENCE South 02 degrees 29 minutes 55 seconds East establishing the east line of the herein described tract, severing said called 50.400 acre tract, 700.00 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for the southeast corner of the herein described tract, said point being in the south line of said called 50.400 acre tract, same being the lower north line of the aforementioned adjoining called 77.18 acre tract;

CHARLIE KALKOMEY (1921-2006)
REGISTERED PROFESSIONAL LAND SURVEYOR

CHARLES A. KALKOMEY
REGISTERED PROFESSIONAL LAND SURVEYOR

CHRIS D. KALKOMEY
REGISTERED PROFESSIONAL LAND SURVEYOR

THENCE South 87 degrees 30 minutes 05 seconds West (called South 89 degrees 54 minutes 37 seconds West, adjoiner called South 87 degrees 30 minutes 05 seconds West) along the south line of the herein described tract and said called 50.400 acre tract, same being the lower north line of said adjoining called 77.18 acre tract, 900.00 feet to the **Place of Beginning** and containing 14.90 acres of land, more or less.

For reference and further description see Survey Plat No. R8000-0537-00 prepared by the undersigned on same date.

February 26, 2015

Job Number R8000-0537-00

Charlie Kalkomey Surveying, Inc.
6415 Reading Road
Rosenberg, TX 77471-5655
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046104



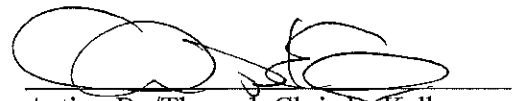

Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@jonescarter.com

EXHIBIT A - Ag Barn Site

Legal Description

FIELD NOTES FOR A 20.97 ACRE TRACT OF LAND IN THE JOHN FOSTER SURVEY, ABSTRACT 26, FORT BEND COUNTY, TEXAS, BEING OUT OF AND A PART OF THAT CERTAIN CALLED 25.988 ACRE TRACT (TRACT 3) RECORDED UNDER COUNTY CLERK'S FILE NUMBER 2009135766, OFFICIAL PUBLIC RECORDS, FORT BEND COUNTY, TEXAS, AND DESCRIBED UNDER COUNTY CLERK'S FILE NUMBER 2001104904, OFFICIAL PUBLIC RECORDS, FORT BEND COUNTY, TEXAS, WITH ALL BEARINGS BASED UPON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83, BASED UPON GPS OBSERVATIONS.

BEGINNING at a 5/8 inch iron rod with cap marked "1943-4349" found in the easterly right-of-way line of F. M. Highway 359 (80-foot wide) for the northwest corner of said called 25.988 acre tract, same being the southwest corner of an adjoining called 77.18 acre tract recorded under County Clerk's File Number 2014105498, Official Public Records, Fort Bend County, Texas, for the northwest corner and **Place of Beginning** of the herein described tract;

THENCE North 87 degrees 28 minutes 51 seconds East (called North 89 degrees 54 minutes 37 seconds East, adjoiner called North 87 degrees 28 minutes 51 seconds East) along the north line of the herein described tract and said called 25.988 acre tract, same being the south line of said adjoining called 77.18 acre tract, 1,746.90 feet (adjoiner called 1,746.90 feet) pass a 1/2 inch iron pipe with cap marked "Kalkomey Surveying" found on said line for the southeast corner of said adjoining called 77.18 acre tract, same being the southwest corner of the adjoining residue of a called 35.540 acre tract recorded under County Clerk's File Number 2005058325, Official Public Records, Fort Bend County, Texas, and continuing for a total distance of 1,822.11 feet (called 1,822.01 feet) to a 5/8 inch iron rod with cap marked "1943-4349" found for the northeast corner of the herein described tract and said called 25.988 acre tract, same being the southeast corner of said adjoining residue of a called 35.540 acre tract, and being in the westerly line of an adjoining called 94.436 acre tract recorded under County Clerk's File Number 2005058326, Official Public Records, Fort Bend County, Texas;

THENCE South 18 degrees 55 minutes 40 seconds West (called South 21 degrees 22 minutes 36 seconds West) along the easterly line of the herein described tract and said called 25.988 acre tract, same being the westerly line of said adjoining called 94.436 acre tract, 38.58 feet (called 38.54 feet) to a 5/8 inch iron rod with cap marked "1943-4349" found for angle point;

THENCE South 19 degrees 13 minutes 59 seconds West (called South 21 degrees 36 minutes 15 seconds West) continuing along said line, 728.16 feet (called 728.08 feet) to a 5/8 inch iron rod with cap marked "1943-4349" found for the southeast corner of the herein described tract and said called 25.988 acre tract, same being the southwest corner of said adjoining called 94.436 acre tract, and being in the north line of an adjoining called 69.835 acre tract (Tract II) recorded under County Clerk's File Number 9712748, Official Public Records, Fort Bend County, Texas;

THENCE South 87 degrees 20 minutes 00 seconds West (called South 89 degrees 44 minutes 27 seconds West) along the south line of the herein described tract and said called 25.988 acre tract, same being the north line of said adjoining called 69.835 acre tract, 855.38 feet to a 1/2 inch iron pipe with cap

marked "Kalkomey Surveying" set on said line for the lower southwest corner of the herein described tract;

THENCE North 02 degrees 29 minutes 50 seconds West establishing the lower west line of the herein described tract, 398.56 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set for a reentry corner to the herein described tract;

THENCE South 87 degrees 30 minutes 10 seconds West establishing the upper south line of the herein described tract, 598.80 feet to a ½ inch iron pipe with cap marked "Kalkomey Surveying" set in the easterly right-of-way line of F. M. Highway 359 for the upper southwest corner of the herein described tract, and being in the westerly line of said called 25.988 acre tract;

THENCE North 17 degrees 26 minutes 36 seconds West (called North 15 degrees 02 minutes 30 seconds West) along the westerly line of the herein described tract and said called 25.988 acre tract, same being the easterly right-of-way line of F. M. Highway 359, 326.65 feet to the **Place of Beginning** and containing 20.97 acres of land, more or less.

Exhibit B

**FORT BEND COUNTY MUD NO. 142
TAX EXEMPT TAP FEE CALCULATION
LCISD ELEMENTARY SCHOOL
April 13, 2015**

<u>Requested Capacity</u>	<u>Gallons Per</u>		<u>ESFCs</u>
	<u>Day</u>		
Water	7,950 ⁽¹⁾		18.93 ⁽²⁾
Sewer	3,929 ⁽¹⁾		15.71 ⁽³⁾

I. WATER PLANT FACILITIES ⁽⁴⁾

	<u>Site Usage</u> <u>(ESFCs)</u>	<u>Plant Capacity</u> <u>(ESFCs)</u>	<u>Site Pro-</u> <u>Rata</u>	<u>Total Cost</u>	<u>Site Pro-Rata</u> <u>Share</u>
1. Water Plant Capacity (Inc. Eng.)	18.93	4,000	0.47%	\$ 6,205,761.98	\$ 29,366.55
2. Land Costs (Includes Taxes & Interest)	18.93	4,000	0.47%	115,722.00	547.61
3. Financing Costs ⁽⁸⁾	18.93	4,000	0.47%	3,989,753.37	18,880.08
4. Future Elevated Storage Tank (Inc. Eng.)	18.93	4,000	0.47%	2,660,000.00	12,587.50
				Water Plant Subtotal:	\$ 61,381.75

II. TRUNK WATER DISTRIBUTION FACILITIES ⁽⁵⁾

	<u>Site Usage</u> <u>(ESFCs)</u>	<u>System Service</u> <u>Area (ESFCs)</u>	<u>Site Pro-</u> <u>Rata</u>	<u>Total Cost</u>	<u>Site Pro-Rata</u> <u>Share</u>
1. Trunk Waterlines & Interconnect (Inc. Eng.) ⁽⁵⁾	18.93	3,150	0.60%	\$ 1,289,506.79	\$ 7,748.74
2. Financing Costs ⁽⁸⁾	18.93	3,150	0.60%	610,507.76	3,668.58
				Water Distribution Facilities Subtotal:	\$ 11,417.32

III. WASTEWATER TREATMENT PLANT FACILITIES ⁽⁶⁾

	<u>Site Usage</u> <u>(GPD)</u>	<u>Total Plant</u> <u>Capacity</u>	<u>Site Pro-</u> <u>Rata</u>	<u>Total Cost</u>	<u>Site Pro-Rata</u> <u>Share</u>
1. Wastewater Plant Capacity (Inc. Eng.)	3,929	300,000	1.31%	\$ 3,146,000.00	\$ 41,197.62
2. Land Costs (Includes Taxes & Interest) ⁽⁴⁾	3,929	300,000	1.31%	22,215.13	290.91
3. Future Permanent WTP (Inc. Eng.)	3,929	1,200,000	0.33%	15,180,000.00	49,696.43
				Wastewater Treatment Plant Facilities Subtotal:	\$ 91,184.96

IV. CREEKSIDE RANCH UTILITIES ⁽⁷⁾

	<u>Total Cost</u>	<u>Site Pro-Rata</u> <u>Share</u>
1. Phase I Cost for Design Change/Upsize for School	\$150,660.90	\$ 150,660.90
		\$ 150,660.90

TOTAL PRO-RATA SHARE: ⁽⁹⁾ \$ 314,644.93

Notes:

- (1) Based on capacity request from 4/12/2015 for 6,600 gallons per day of domestic water with sewer equivalent and 1,350 gallons per day for irrigation.
- (2) Based on 420 GPD/ESFC.
- (3) Based on 250 GPD/ESFC.
- (4) See "WATER PLANT FACILITIES COST BREAKDOWN" for a detailed breakdown.
- (5) See "WATERLINE DISTRIBUTION COST BREAKDOWN" for a detailed breakdown.
- (6) See "WASTEWATER TREATMENT PLANT FACILITIES COST BREAKDOWN" for a detailed breakdown.
- (7) See "CREEKSIDE RANCH UTILITIES COST BREAKDOWN" for a detailed breakdown.
- (8) Financing Costs include Bond App "Soft Costs" and Interest Costs.
- (9) Includes construction, contingencies, engineering plan costs and bond soft costs. Tap fee does not include drainage costs.
It is assumed that the tract will drain to the Sprint detention facilities.

TAP FEE - AGRICULTURAL SITE

FORT BEND COUNTY MUD NO. 142
 TAX EXEMPT TAP FEE CALCULATION
 LCISD AGRICULTURAL SITE
 May 25, 2016

Requested Capacity	Gallons Per	
	Day	ESFCs
Water	800 ⁽¹⁾	1.90 ⁽²⁾
Sewer	640 ⁽³⁾	2.03 ⁽³⁾

I. WATER PLANT FACILITIES ⁽⁴⁾

	Site Usage (ESFCs)	Plant Capacity (ESFCs)	Site Pro- Rate	Total Cost	Site Pro-Rata Share
1. Water Plant Capacity (Inc. Eng.)	1.90	3,889	0.05%	\$ 6,205,761.98	\$ 3,039.47
2. Land Costs (Includes Taxes & Interest)	1.90	3,889	0.05%	115,722.00	56.68
3. Financing Costs ⁽⁷⁾	1.90	3,889	0.05%	3,989,753.37	1,954.11
4. Future Elevated Storage Tank (Inc. Eng.)	1.90	3,889	0.05%	2,624,000.00	1,285.19
				Water Plant Subtotal:	\$ 6,335.45

II. TRUNK WATER DISTRIBUTION FACILITIES ⁽⁵⁾

	Site Usage (ESFCs)	System Service Area (ESFCs)	Site Pro- Rate	Total Cost	Site Pro-Rata Share
1. Trunk Waterlines & Interconnect (Inc. Eng.) ⁽⁵⁾	1.90	3,150	0.06%	\$ 1,289,506.79	\$ 779.75
2. Financing Costs ⁽⁷⁾	1.90	3,150	0.06%	610,507.76	369.17
				Water Distribution Facilities Subtotal:	\$ 1,148.91

III. WASTEWATER TREATMENT PLANT FACILITIES ⁽⁶⁾

	Site Usage (GPD)	Total Plant Capacity	Site Pro- Rate	Total Cost	Site Pro-Rata Share
1. Wastewater Plant Capacity (Inc. Eng.)	640	200,000	0.32%	\$ 3,402,320.00	\$ 10,887.42
2. Land Costs (includes Taxes & Interest) ⁽⁴⁾	640	200,000	0.32%	22,215.13	71.09
3. Future Permanent WTP (Inc. Eng.)	640	1,200,000	0.05%	15,180,000.00	8,096.00
				Wastewater Treatment Plant Facilities Subtotal:	\$ 19,054.51

IV. CREEKSIDE RANCH UTILITIES

	Site Usage (ESFCs)	Capacity (ESFCs)	Site Pro- Rate	Total Cost	Site Pro-Rata Share
1. Creekside Ranch Sec. 5 Waterline	1.90	47.90 ⁽⁹⁾	3.98%	\$ 75,747.75	\$ 3,012.14
2. Creekside Ranch Sec. 5 Sanitary Sewer	2.03	48.03 ⁽¹⁰⁾	4.23%	110,710.35	4,683.23
3. Creekside Ranch Sec. 5 Sanitary Sewer Extension	2.03	2.03 ⁽¹¹⁾	100%	6,904.00	6,904.00
					\$ 14,599.36

TOTAL PRO-RATA SHARE: ⁽⁸⁾ \$ 41,138.23

Notes:

- (1) Based on capacity request from 5/6/2016 for 800 gallons per day of water service and 640 gallons per day of sewer service
- (2) Based on 420 GPD/ESFC.
- (3) Based on 315 GPD/ESFC.
- (4) See "WATER PLANT FACILITIES COST BREAKDOWN" for a detailed breakdown.
- (5) See "WATERLINE DISTRIBUTION COST BREAKDOWN" for a detailed breakdown.
- (6) See "WASTEWATER TREATMENT PLANT FACILITIES COST BREAKDOWN" for a detailed breakdown.
- (7) Financing Costs include Bond App "Soft Costs" and Interest Costs.
- (8) Includes construction, contingencies, engineering plan costs and bond soft costs. Tap fee does not include drainage costs.
- (9) Includes 46 total ESFC's for Creekside Ranch Section 5 plus 1.9 ESFC's for Agricultural Site
- (10) Includes 46 total ESFC's for Creekside Ranch Section 5 plus 2.03 ESFC's for Agricultural Site
- (11) This portion of 8" sanitary line extended solely to serve Agricultural site.

**CONSIDER APPROVAL OF ENCROACHMENT AGREEMENT FOR
HUGGINS ELEMENTARY SCHOOL DRIVEWAY IMPROVEMENTS**

RECOMMENDATION:

That the Board of Trustees approve the encroachment agreement with Copano NGL Services LLC for Huggins Elementary School driveway improvements and authorize the Board President to sign the agreement.

IMPACT/RATIONALE:

The driveway improvements at Huggins Elementary School cross two pipeline easements. Copano NGL Services LLC operates and maintains the one easement along the west side of Fulshear-Katy Road. The Dow Chemical Company owns the easement. As a requirement for crossing and installing driveway improvements over the easement, an encroachment agreement is required to be executed to allow the work.

PROGRAM DESCRIPTION:

The agreement provides for specific construction requirements to protect the pipeline during construction. Bass Construction has provided proposed construction methods to Copano NGL Services LLC for the development of this encroachment agreement.

Upon approval, the Board President will sign the encroachment agreement and Bass Construction will coordinate their work with Copano NGL Services LLC.

Submitted By: Kevin McKeever, Administrator for Operations
 Steve Hoyt, Vanir/Rice & Gardner Consultants, Inc., A Joint Venture

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

ENCROACHMENT AGREEMENT

Tract: C-5 148.10 (Huggins)

County: FORT BEND

State: TEXAS

THIS AGREEMENT is made and entered into this _____ day of _____, 2016 by and between Copano NGL Services (Markham) LLC, a Delaware limited liability company (the "Company"), with an office at 1001 Louisiana Street, Suite 1000, Houston, Texas 77002, and Lamar Consolidated Independent School District (the "Owner") whose address is 3911 Avenue I, Rosenberg, Texas 77471. Company and Owner may be individually referred to in this Agreement as a "Party" and collectively as the "Parties".

WHEREAS, The Dow Chemical Company entered into a certain Right of Way Contract (the "Company Easement") executed on August 10, 1950 and recorded on October 11, 1950, in Volume 274, Page 456 of the Deed Records of Fort Bend County, Texas, and;

WHEREAS, Copano NGL Services (Markham) LLC operates, maintains and The Dow Chemical Company owns the above-referenced Right of Way Contract, and;

WHEREAS, Company operates certain pipeline and pipeline related facilities (the "Company Facilities") under, upon, over, through and across the Company Easement, and;

WHEREAS, Owner owns all or a portion of the property (the "Parcel"), which is subject to the Company Easement, described as follows:

A 20.144 Acre Tract of Land out of the Huggins Estate Lands in the Churchill Fulshear League, Abstract 29, Fort Bend County, Texas, and;

WHEREAS, Company is hereby willing, at the request of Owner, to allow Owner to construct, own, operate, maintain, use and remove at Owner's sole risk and expense, the installation of a 6" new concrete pavement (the "Encroachment") on the Parcel within the Company Easement at the location or locations designated in Exhibit "A" attached hereto and made a part hereof.

NOW, THEREFORE in consideration of the mutual covenants herein stated, Company and Owner agree as follows:

1. Company agrees to allow the construction, ownership, operation, maintenance, usage and removal of the Encroachment within the Company Easement, but only insofar as the Encroachment affects the Company Easement within the Parcel. The permission granted herein is limited exclusively to the Encroachment.
2. Except as specifically set forth in Exhibit "A",
 - a. Owner shall construct, own, operate, maintain, use and remove the Encroachment in accordance with NGPL's O&M Procedure 204 OM200-29 titled "Guidelines for Design and Construction near Kinder Morgan Operated Facilities," which is attached hereto as Exhibit "B" and made a part hereof. **A Company representative shall be on-site to monitor any construction activities within twenty-five (25) feet of Company Facilities. Owner shall notify Company at (281) 886-1802 at least seventy-two (72) hours prior to commencing any construction activities.**
 - b. Owner shall not reduce the depth of cover on, or permit such alteration anywhere on, or alter the drainage of the Company Easement without Company's prior written consent, which Company may

- c. Withhold or condition in its sole discretion. Owner shall be solely responsible for, and shall bear the expense of repairs attributable to, in Company's sole opinion, any loss of subjacent or lateral support to the Company Easement and/or Company Facilities caused by the Encroachment.
 - d. Owner shall not construct any permanent structure, building, or obstruction within the Company Easement, other than the above-referenced authorized encroachment, without Company's prior written consent, which Company may withhold or condition in its sole discretion.
 - e. Owner shall not plant shrubs or trees within the Company Easement, other than the above-referenced encroachment, without Company's prior written consent, which Company may withhold or condition in its sole discretion.
 - f. Owner shall not operate or permit the operation of any heavy equipment on the Company Easement without Company's prior written consent, which Company may withhold or condition in its sole discretion. Heavy equipment shall only be allowed to cross Company Facilities at locations designated by Company. Owner shall comply with all precautionary measures required by Company to protect Company Facilities and the Company Easement.
 - g. Owner shall not replace or modify the Encroachment without Company's prior written consent, which Company may withhold or condition in its sole discretion.
3. Owner shall be solely responsible for the construction, ownership, operation, maintenance, use, and removal of the Encroachment and for any and all expenses incurred by Company and/or damage to Company Facilities and/or the Company Easement as a result, in Company's sole opinion, of Owner's exercise of its rights under this Agreement. Owner shall, upon demand by Company, reimburse Company fully for any such expense or damage. Owner agrees to indemnify and hold harmless Company, its parent, affiliates, agents, employees, contractors, and subcontractors and their respective successors and assigns (individually and collectively, the "Company Indemnitees"), against any claim, demand, loss, cost, liability, expense, or cause of action of any party (including, but not limited to reasonable attorney's fees) in any way arising from or related to (1) the existence of the Encroachment, (2) Owner's exercise of its rights under this Agreement, (3) Owner's breach of its obligations under this Agreement, or (4) any cause of action resulting from damage to Company Facilities or the Company Easement by Owner, its parent, affiliates, agents, employees, contractors or subcontractors, or their respective heirs, successors and assigns, except where such loss, cost, liability, or expense was caused by the negligence of Company or its employees, agents, invitees or licensees.. Owner's indemnity obligations will survive the termination of this Agreement for any reason.
4. Should Company's construction, reconstruction, operation, maintenance, alteration, repair, replacement, removal, addition, or changing the size of any of its Company Facilities within the Company Easement in any way, shape, manner, or form, in Company's sole opinion, affect, damage, or cause to be removed the Encroachment, or any portion thereof, Owner agrees to bear all costs to repair or replace the Encroachment, including any costs and expenses associated with the loss of the use of the Encroachment as a result of Company's activities. Owner agrees to indemnify and hold the Company Indemnitees harmless from any and all damages to the Encroachment, **EVEN IF THE DAMAGE IS CAUSED BY THE SOLE NEGLIGENCE OF THE COMPANY INDEMNITEES.** Owner's indemnity obligations under this Agreement will survive the termination of this Agreement for any reason.
5. In the event Company shall, at any time, desire or be required to construct, reconstruct or alter the grade or location of its pipeline(s) or other facility upon the Company Easement; or in the event Company shall, at any time, desire to construct additional pipelines, appurtenances or other facilities upon the Company Easement; and if, in the judgment of Company, it is necessary that the Encroachment shall be relocated or altered in any way; or if for any other reason, Company deems it necessary for Owner to relocate or alter the Encroachment, Company shall notify Owner of the necessity for such relocation and use reasonable efforts to minimize the distance of said relocation and Owner shall alter or relocate the Encroachment, at its sole cost and expense, within thirty (30) days of receipt of said notification, as shall be deemed necessary in the judgment of Company. In the event of such alteration or relocation, Owner agrees to restore the Company Easement as nearly as practicable to its original condition. If Owner shall fail to comply with any such request of Company to alter or relocate the Encroachment, Company shall have the right to alter or relocate the Encroachment at Owner's sole risk and expense.

6. Should Owner remove the Encroachment, in its entirety, from the Company Easement for a term of one hundred twenty (120) consecutive days, this Agreement shall be deemed null and void.
7. Should Owner fail to adhere to the provisions of this Agreement, Company may have no adequate remedy at law and Owner agrees that monetary damages may not be sufficient. Owner, therefore, consents to Company seeking injunctive relief or an emergency order to enforce the provisions, or prevent breach of, this Agreement without the necessity to post a bond.
8. Nothing contained herein shall be deemed to constitute any warranty or representation by Company as to its authority to permit the Encroachment upon the Parcel as proposed by Owner, except regarding Company's rights as set forth in the Company Easement that may restrict the Encroachment.
9. If any part, term or provision of this Agreement is, by a court of competent jurisdiction or regulatory authority having jurisdiction over the Parcel, held to be illegal, void or unenforceable, or to be in conflict with the law of the state which the Parcel lies, the validity of the remaining provisions or portion hereof shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.
10. Except as specifically herein described, all of the terms and conditions of the Company Easement shall remain in full force and effect.
11. The terms and conditions of this Agreement shall be binding on the Parties hereto, their heirs, successors and assigns.

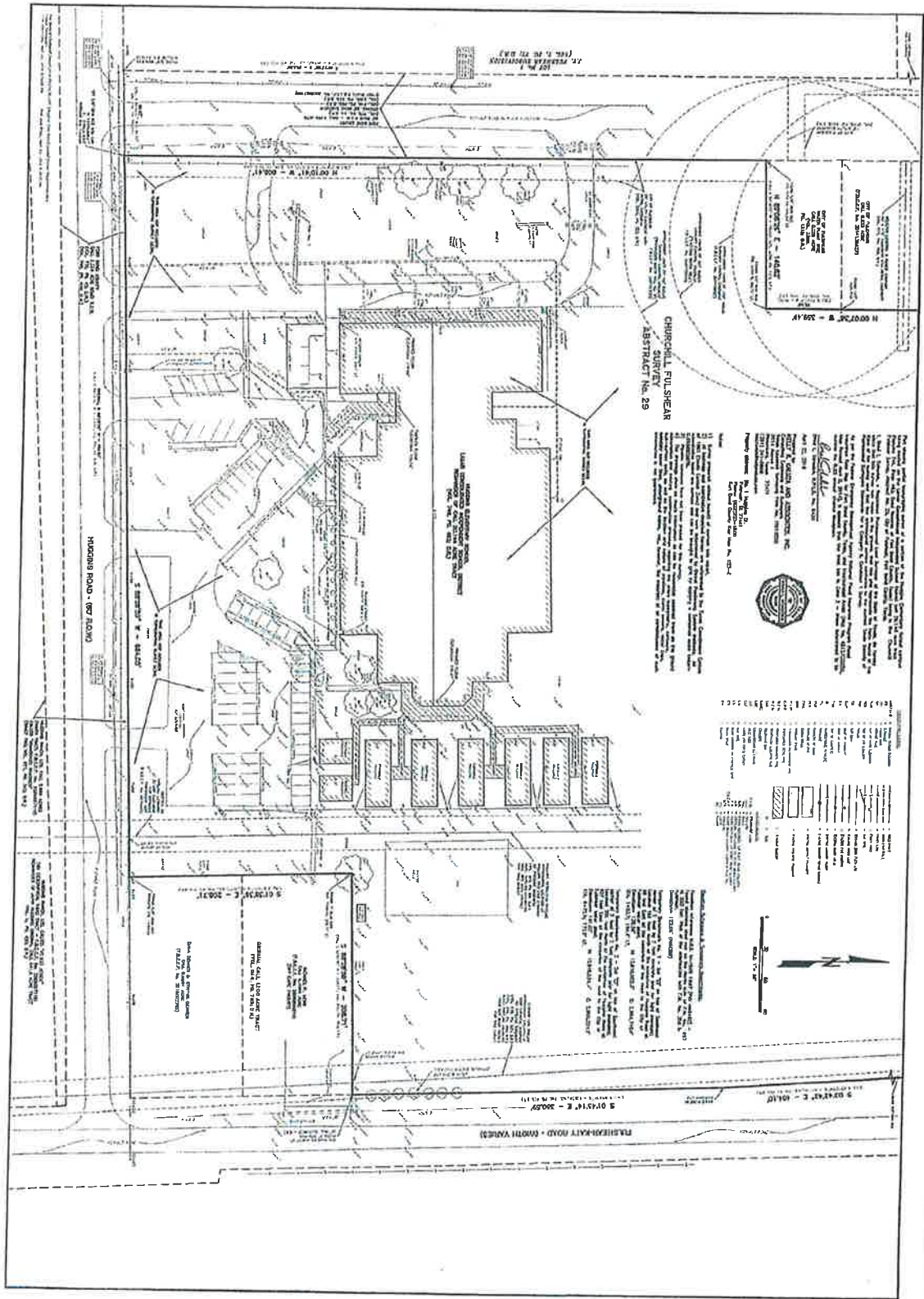
IN WITNESS WHEREOF, the Parties hereunto subscribed their names as of the date first above written.

Lamar Consolidated Independent School District

James Steenbergen, Lamar CISD Board President

Capano NGL Services (Markham) LLC

Johnny McGee, Vice President

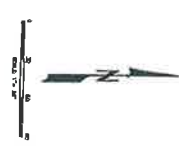


CHURCHILL FULSHEAR AVENUE ABSTRACT No. 29



Kelly R. Kall
 Professional Engineer
 State of Texas License No. 14682
 Kelly R. Kall & Associates, Inc.
 1100 West Loop West, Suite 1000
 Houston, Texas 77030
 Phone: 713.865.1100
 Fax: 713.865.1101
 Email: kelly@kellyrkallassoc.com

NO.	DESCRIPTION
1	EXISTING ASPHALT DRIVEWAY
2	EXISTING CONCRETE DRIVEWAY
3	EXISTING SIDEWALK
4	EXISTING PAVEMENT
5	EXISTING CURB
6	EXISTING UTILITY
7	EXISTING TREE
8	EXISTING LANDSCAPE
9	EXISTING FENCE
10	EXISTING SIGN
11	EXISTING LIGHT
12	EXISTING SIGN
13	EXISTING LIGHT
14	EXISTING SIGN
15	EXISTING LIGHT
16	EXISTING SIGN
17	EXISTING LIGHT
18	EXISTING SIGN
19	EXISTING LIGHT
20	EXISTING SIGN



PROJECT: HUGGINS ELEMENTARY SCHOOL
 DATE: 12/15/2016

Kelly R. Kall, P.E.
 & ASSOCIATES, INC.
 1100 WEST LOOP WEST, SUITE 1000
 HOUSTON, TEXAS 77030
 PHONE: 713.865.1100
 FAX: 713.865.1101
 EMAIL: KELLY@KELLYRKALlassoc.COM

VIA ARCHITECTS	1581.00
PROJECT: HUGGINS ELEMENTARY SCHOOL - NEW PARENT DRIVE - CSP# 32-2016VRG	DATE: JAN 12, 2016
DESIGNER: Kelly R. Kall	PROJECT NO.: 1581.00
DRAWN BY: Kelly R. Kall	DATE: JAN 12, 2016
CHECKED BY: Kelly R. Kall	SCALE: AS SHOWN
DATE: JAN 12, 2016	PROJECT NO.: 1581.00
PROJECT: HUGGINS ELEMENTARY SCHOOL - NEW PARENT DRIVE - CSP# 32-2016VRG	DATE: JAN 12, 2016
DESIGNER: Kelly R. Kall	PROJECT NO.: 1581.00
DRAWN BY: Kelly R. Kall	DATE: JAN 12, 2016
CHECKED BY: Kelly R. Kall	SCALE: AS SHOWN
DATE: JAN 12, 2016	PROJECT NO.: 1581.00



**Guidelines for Design and Construction near
Kinder Morgan Operated Facilities**

Name of Company: COPANO NGL SERVICES (MARKHAM) LLC

The list of design, construction and contractor requirements, including but not limited to the following, for the design and installation of foreign utilities or improvements on KM right-of-way (ROW) are not intended nor do they waive or modify any rights KM may have under existing easements or ROW agreements. Reference existing easements and amendments for additional requirements. This list of requirements is applicable for KM facilities on easements only. Encroachments on fee property should be referred to the Land and Right-of-Way Department.

Design

- KM shall be provided sufficient prior notice of planned activities involving excavation, blasting, or any type of construction on KM's ROW to determine and resolve any location, grade or encroachment problems and provide protection of our facilities and the public before the actual work is to take place.
- Encroaching entity shall provide KM with a set of drawings for review and a set of final construction drawings showing all aspects of the proposed facilities in the vicinity of KM's ROW. The encroaching entity shall also provide a set of as-built drawings showing the proposed facilities in the vicinity of KM's ROW.
- Only facilities shown on drawings reviewed by COPANO (Company) will be approved for installation on KM's ROW. All drawing revisions that effect facilities proposed to be placed on KM's ROW must be approved by KM in writing.
- KM shall approve the design of all permanent road crossings.
- Encroaching entity shall, at the discretion of the Kinder Morgan, Inc., incorporate Heath ATI "sniffer" Gas Detection Units in the design of paved areas or "Green Belt" areas of KM ROW. The units shall be installed per KM Standard TYP-V-0100-B010.
- Any repair to surface facilities following future pipeline maintenance or repair work by KM will be at the expense of the developer or landowner.
- The depth of cover over the KM pipelines shall not be reduced nor drainage altered without KM's written approval.
- Construction of any permanent structure, building(s) or obstructions within KM pipeline easement is not permitted.
- Planting of shrubs and trees is not permitted on KM pipeline easement.
- Irrigation equipment i.e. backflow prevent devices, meters, valves, valve boxes, etc. shall not be located on KM easement.
- Foreign line, gas, water, electric and sewer lines, etc., may cross perpendicular to KM's pipeline within the ROW, provided that a minimum of two (2) feet of vertical clearance is maintained between KM pipeline(s) and the foreign pipeline. Constant line elevations must be maintained across KM's entire ROW width, gravity drain lines are the only exception. Foreign line crossings below the KM pipeline must be evaluated by KM to ensure that a significant length of the KM line is not exposed and unsupported during construction. When installing underground utilities, the last line should be placed beneath all existing lines unless it is impractical or unreasonable to do so. Foreign line crossings above the KM pipeline with less than 2 feet of clearance must be evaluated by KM to ensure that additional support is not necessary to prevent settling on top of the KM natural gas pipeline.
- A foreign pipeline shall cross KM facilities at as near a ninety-degree angle as possible. A foreign pipeline shall not run parallel to KM pipeline within KM easement without written permission of KM.
- The foreign utility should be advised that KM maintains cathodic protection on their pipelines. The foreign utility must coordinate their cathodic protection system with KM's. At the request of KM, foreign utilities shall install (or allow to be installed) cathodic protection test leads at all crossings for the purposes of monitoring cathodic protection. The KM Cathodic Protection (CP) technician and the foreign utility CP technician shall perform post construction CP interference testing. Interference issues shall be resolved by mutual agreement between foreign utility and KM. All costs associated with the correction of cathodic protection problems on KM pipeline as a result of the foreign utility crossing shall be borne by the foreign utility for a period of one year from date the foreign utility is put in service.



Guidelines for Design and Construction near Kinder Morgan Operated Facilities

- The metallic foreign line shall be coated with a suitable pipe coating for a distance of at least 10 feet on either side of the crossing unless otherwise requested by the KM CP Technician.
- AC Electrical lines must be installed in conduit and properly insulated.
- DOT approved pipeline markers shall be installed so as to indicate the route of the foreign pipeline across the KM ROW.
- No power poles, light standards, etc. shall be installed on KM easement.

Construction

- Contractors shall be advised of KM's requirements and be contractually obligated to comply.
- The continued integrity of KM's pipelines and the safety of all individuals in the area of proposed work near KM's facilities are of the utmost importance. Therefore, contractor must meet with KM representatives prior to construction to provide and receive notification listings for appropriate area operations and emergency personnel. **KM's on-site representative will require discontinuation of any work that, in his opinion, endangers the operations or safety of personnel, pipelines or facilities.**
- The Contractor must expose all KM transmission and distribution lines prior to crossing to determine the exact alignment and depth of the lines. A KM representative must be present. In the event of parallel lines, only one pipeline can be exposed at a time.
- KM will not allow pipelines to remain exposed overnight without consent of KM designated representative. Contractor may be required to backfill pipelines at the end of each day.
- A KM representative shall do all line locating. A KM representative shall be present for hydraulic excavation. The use of probing rods for pipeline locating shall be performed by KM representatives only, to prevent unnecessary damage to the pipeline coating.
- Notification shall be given to KM at least 72 hours before start of construction. A schedule of activities for the duration of the project must be made available at that time to facilitate the scheduling of Kinder Morgan, Inc.'s work site representative. Any Contractor schedule changes shall be provided to Kinder Morgan, Inc. immediately.
- Heavy equipment will not be allowed to operate directly over KM pipelines or in KM ROW unless written approval is obtained from COPANO (Company). Heavy equipment shall only be allowed to cross KM pipelines at locations designated by Kinder Morgan, Inc. Contractor shall comply with all precautionary measures required by KM to protect its pipelines. When inclement weather exists, provisions must be made to compensate for soil displacement due to subsidence of tires.
- Excavating or grading which might result in erosion or which could render the KM ROW inaccessible shall not be permitted unless the contractor/developer/owner agrees to restore the area to its original condition and provide protection to KM's facility.
- A KM representative shall be on-site to monitor any construction activities within twenty-five (25) feet of a KM pipeline or aboveground appurtenance. The contractor shall not work within this distance without a KM representative being on site. Only hand excavation shall be permitted within a minimum of 18 inches (refer to state specific rules/regulations regarding any additional clearance requirements) of KM pipelines, valves and fittings. However, proceed with extreme caution when within three (3) feet of the pipe.
- Ripping is only allowed when the position of the pipe is known and not within ten (10) feet of KM facility unless company representative is present.
- Temporary support of any exposed KM pipeline by Contractor may be necessary if required by KM's on-site representative. Backfill below the exposed lines and 12" above the lines shall be replaced with sand or other selected material as approved by KM's on-site representative and thoroughly compacted in 12" lifts to 95% of standard proctor dry density minimum or as approved by KM's on-site representative. This is to adequately protect against stresses that may be caused by the settling of the pipeline.
- No blasting shall be allowed within 1000 feet of KM's facilities unless blasting notification is given to KM including complete Blasting Plan Data. A pre-blast meeting shall be conducted by the organization responsible for blasting.



Guidelines for Design and Construction near Kinder Morgan Operated Facilities

KM shall be indemnified and held harmless from any loss, cost of liability for personal injuries received, death caused or property damage suffered or sustained by any person resulting from any blasting operations undertaken within 500 feet of its facilities. The organization responsible for blasting shall be liable for any and all damages caused to KM's facilities as a result of their activities whether or not KM representatives are present. KM shall have a signed and executed Blasting Indemnification Agreement before authorized permission to blast can be given.

No blasting shall be allowed within 300 feet of KM's facilities unless blasting notification is given to KM a minimum of one week before blasting. *(note: covered above)* KM shall review and analyze the blasting methods. A written blasting plan shall be provided by the organization responsible for blasting and agreed to in writing by KM in addition to meeting requirements for 500' and 1000' being met above. A written emergency plan shall be provided by the organization responsible for blasting. *(note: covered above)*

- Any contact with any KM facility, pipeline, valve set, etc. shall be reported immediately to KM. If repairs to the pipe are necessary, they will be made and inspected before the section is re-coated and the line is back-filled.
- KM personnel shall install all test leads on KM facilities.
- Burning of trash, brush, etc. is not permitted within the KM ROW.

Insurance Requirements

- All contractors, and their subcontractors, working on Company easements shall maintain the following types of insurance policies and minimum limits of coverage. All insurance certificates carried by Contractor and Grantee shall include the following statement: "Kinder Morgan and its affiliated or subsidiary companies are named as additional insured on all above policies (except Worker's Compensation) and waiver of subrogation in favor of Kinder Morgan and its affiliated or subsidiary companies, their respective directors, officers, agents and employees applies as required by written contract." **Contractor shall furnish Certificates of Insurance evidencing insurance coverage prior to commencement of work and shall provide thirty (30) days notice prior to the termination or cancellation of any policy.**
 1. Statutory Coverage Workers' Compensation Insurance in accordance with the laws of the states where the work is to be performed. If Contractor performs work on the adjacent on navigable waterways Contractor shall furnish a certificate of insurance showing compliance with the provisions of the Federal Longshoreman's and Harbor Workers' Compensation Law.
 2. Employer's Liability Insurance, with limits of not less than \$1,000,000 per occurrence and \$1,000,000 disease each employee.
 3. Commercial General Liability Insurance with a combined single limit of not less than \$2,000,000 per occurrence and in the aggregate. All policies shall include coverage for blanket contractual liability assumed.
 4. Comprehensive Automobile Liability Insurance with a combined single limit of not less than \$1,000,000. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 5. If necessary Comprehensive Aircraft Liability Insurance with combined bodily injury, including passengers, and property damage liability single limits of not less than \$5,000,000 each occurrence.
 6. Contractor's Pollution Liability Insurance this coverage shall be maintained in force for the full period of this agreement with available limits of not less than \$2,000,000 per occurrence.
 7. Pollution Legal Liability Insurance this coverage must be maintained in a minimum amount of \$5,000,000 per occurrence.

CONSIDER APPROVAL OF DONATION DEED

RECOMMENDATION:

That the Board of Trustees approve the donation deed of 0.1088 acres to Fort Bend County for the deceleration lane on FM 1093 and authorize the Board President to execute the deed.

IMPACT/RATIONALE:

Fort Bend County is expanding the West Park Toll Road and FM 1093. This donation deed is needed for the turn lane entering the Fulshear High school site at Bois D' Arc Road.

PROGRAM DESCRIPTION:

Upon approval Fort Bend County can continue the engineering and construction of the West Park Toll Road and the expansion of FM 1093.

Submitted by: Kevin McKeever, Administrator for Operations
Ed Bailey, Gilbane

Recommended for approval:



Dr. Thomas Randle
Superintendent

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DONATION DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS
COUNTY OF FORT BEND §

THAT THE, **LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT** (“Grantor”), for and in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration to the undersigned in hand paid by the Grantee herein named, the receipt and sufficiency of which are hereby acknowledged, has **DONATED**, and by these presents does **GRANT, GIVE AND CONVEY** unto **FORT BEND COUNTY, TEXAS** (“Grantee”), a body corporate and politic under the laws of the State of Texas and unto its successors, and assigns, forever, a certain tract of land, containing 0.1088 acre, as more particularly described in Exhibit “A”, attached hereto and incorporated herein and made a part hereof for all purposes, together with all rights, titles, and interests appurtenant thereto and improvements situated thereon (collectively, the “Property”).

This Donation Deed and the conveyance hereinabove set forth are executed by Grantor and accepted by Grantee subject to the terms, conditions and provisions hereof and further subject to all easements, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, surface waivers, utility conveyances, liens, encumbrances, regulations or orders of municipal and/or other governmental authorities, if any, or other matters of record in Fort Bend County, Texas, to the extent the same are validly existing and applicable to the Property (collectively, the “Permitted Encumbrances”).

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns, forever, and Grantor does hereby bind itself, its successors and assigns, to **WARRANT AND FOREVER DEFEND**, all singular the title to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject only to the Permitted Encumbrances.

If current ad valorem taxes on said Property have not been prorated at the time of closing, Grantor and Grantee shall be responsible for payment of its respective share thereof based on period of ownership.

Grantee’s address is 301 Jackson Street, Richmond, Texas 77469.

EXECUTED on this the _____ day of _____, 2016.

GRANTOR:

Lamar Consolidated Independent School District

By: _____

Name, Title

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the ____ day of _____,
2016 by _____, _____, on behalf of Lamar Consolidated
Independent School District.

(SEAL)

Notary Public in and for the State of Texas

AGREED to and ACCEPTED on this the _____ day of _____, 2016.

GRANTEE:

FORT BEND COUNTY, TEXAS, a body corporate and politic under the laws of the State of Texas.

By: _____

Robert E. Hebert, County Judge

THE STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 2016 by Robert E. Hebert, County Judge of Fort Bend County, Texas, a body corporate and politic under the laws of the State of Texas, on behalf of said body corporate and politic.

(SEAL)

Notary Public in and for the State of Texas

Attachments:
Exhibit A – Legal Description of the Property

After Recording Return to:
Fort Bend County Engineering
Attn: Bryan Norton
301 Jackson Street
Richmond, Texas 77469

EXHIBIT A

EXHIBIT A

County: Fort Bend
Highway: F.M. 1093
Project Limits: West of Fulshear to FM 1463 / FM 359
RCSJ: 0543-02-072

Property Description for Parcel 408

Being a 0.1088 acre (4,741 square feet) parcel of land, out of the E. Latham Survey A-50, Fort Bend County, Texas, and being part of and out of that certain called 124.49 acre tract of land, described in a Deed dated December 15, 2008 from Teri Straus, Shelley Jucker, Cynthia Lynn Klein, Sylvia Gandler Solomon, Trustee and Suzanne Stein to Lamar Consolidated Independent School District filed in the Official Public Records of Fort Bend County, Texas (O.P.R.F.B.C.) at Clerk's File No. 2008129534, said 124.49 acre tract, also being out of Restricted Reserve "C", Lamar Consolidated Independent School District High School No. 5 Complex recorded under Clerk's File No. 20110054 of the Plat Records of Fort Bend County, Texas (F.B.C.P.R.), Fort Bend County, Texas, said 0.1088 acre parcel being more particularly described as follows:

COMMENCING at a 1-inch iron pipe found in the existing north right-of-way line of said F.M. 1093 (120' wide) as described in Volume 243, Page 171 of the Deed Records of Fort Bend County, Texas (F.B.C.D.R.) and being the southeast corner of said Restricted Reserve "C", Lamar Consolidated Independent School District High School No. 5 Complex; thence as follows:

South 83°00'31" West, a distance of 20.57 feet, along the south line of said 124.49 acre tract and along the existing north right-of-way line of said F.M. 1093, to a 5/8-inch iron rod with TxDOT aluminum cap set in the proposed south right-of-way line of said FM 1093 (width varies) for the east corner and POINT OF BEGINNING of the herein described parcel, said point having Coordinates of N=13,813,921.28 and E=2,957,295.77;**

- 1) THENCE, South 83°00'31" West, a distance of 478.88 feet, along the south line of said 124.49 acre tract and along the existing north right-of-way line of said F.M. 1093 to the existing east right-of-way line of Bois D Arc Lane (Width Varies) as described in Clerks File No. 20110054 of the F.B.C.P.R., to a point for the southwest corner of the herein described parcel;
- 2) THENCE, North 00°32'37" West, a distance of 35.43 feet, along the existing east right-of-way line of said Bois D Arc Lane, to a 5/8-inch iron rod with TxDOT aluminum cap set for the northwest corner of the herein described parcel;**

EXHIBIT A

- 3) THENCE, South 48°46'03" East, a distance of 33.80 feet, along the proposed north right-of-way line of said F.M. 1093, to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described parcel;**
- 4) THENCE, North 83°00'31" East, a distance of 347.93 feet, along the proposed north right-of-way line of said F.M. 1093, to a 5/8-inch iron rod with TxDOT aluminum cap set for an angle point of the herein described parcel and the beginning of a curve to the right;**
- 5) THENCE, in an easterly direction, with said curve to the right having a radius of 521.00 feet, a central angle of 08°53'06" and chord which bears North 87°27'04" East, 80.71 feet, for an arc length of 80.79 feet, to a 5/8-inch iron rod with TxDOT aluminum cap set in the proposed north right-of-way line of said F.M. 1093, and for an angle point in the herein described parcel;**
- 6) THENCE, South 88°06'22" East, a distance of 24.27 feet, along the proposed north right-of-way line of said F.M. 1093, to the POINT OF BEGINNING and containing 0.1088 acre (4,741 square feet) parcel of land.

NOTE: All bearings are based on the Texas coordinate system, NAD 83 (1993 Adj.), South Central Zone. All coordinates shown are surface and may be converted to grid by Dividing by TxDOT conversion factor of 1.00013.

All coordinates shown hereon are established from TxDOT Control Monuments, H-3, H-4, H-5, and H-13 prepared by Costello, Inc. dated February 23, 2000 and TxDOT Control Monuments H-5A and H-5B prepared by Weisser Engineering Company dated October 2006.

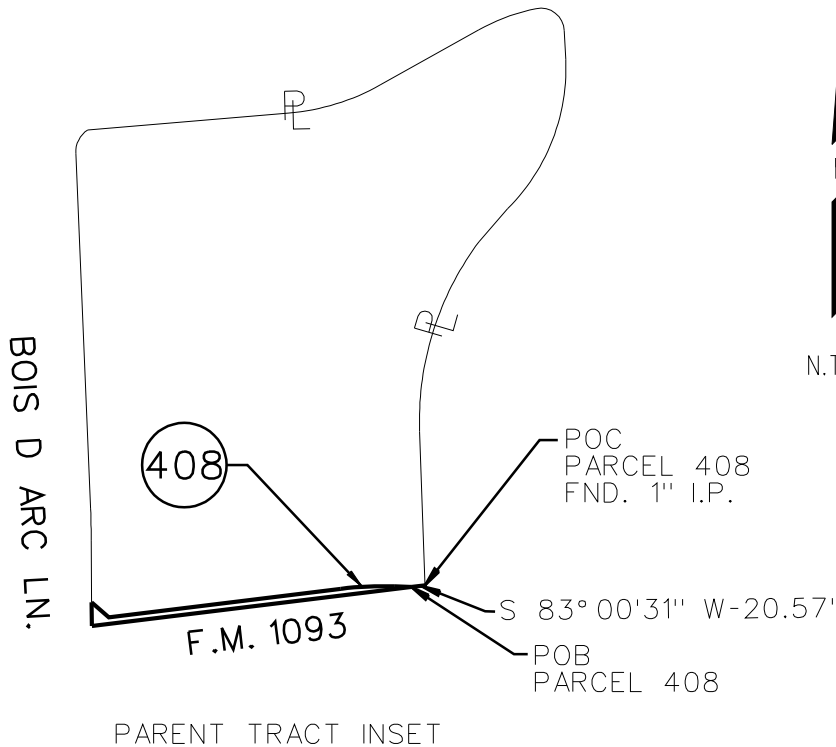
** The monument described and set in this call may be replaced with a TxDOT Type II Right of Way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Access will be permitted to the remainder property abutting the highway facility.

NOTE: A parcel plat of even date was prepared in conjunction with this property description.

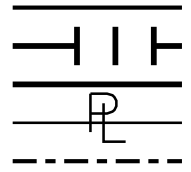
EXHIBIT A

Compiled by:
Weisser Engineering Company
TBPLS Firm Reg. No. 100518-00
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579-7300
July, 2015



CONVENTIONAL SIGNS:

- EXISTING RIGHT-OF-WAY LINE
- ACCESS DENIAL LINE
- PROPOSED RIGHT-OF-WAY LINE
- PROPERTY LINE
- SURVEY LINE



⓪ DENOTES PARCEL No.



③ DENOTES BEARING AND DISTANCE NOTE No.



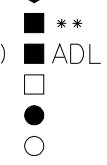
■ ** SET 5/8" I.R. W/TxDOT ALUM. CAP (SEE NOTE 2)

■ ** SET 5/8" I.R. W/TxDOT ALUM. CAP (STAMPED "ADL")

□ FOUND 5/8" I.R. W/TxDOT ALUM. CAP

● SET (AS INDICATED)

○ FOUND (AS INDICATED)



LEGEND:

C.F. NO. =CLERK'S FILE NUMBER

F.C. NO. =FILM CODE NUMBER

O.P.R.F.B.C =OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY

F.B.C.P.R. =FORT BEND COUNTY PLAT RECORDS

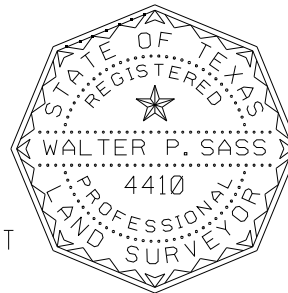
F.B.C.D.R. =FORT BEND COUNTY DEED RECORDS

F.B.C.C.R. =FORT BEND COUNTY COURT RECORDS

F.B.C.D.C.R. =FORT BEND COUNTY DISTRICT COURT RECORDS

NOTES:

1. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.
2. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.
3. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83 (1993 ADJ.). ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00013.
4. ALL COORDINATES AND ELEVATIONS SHOWN HEREON ARE ESTABLISHED FROM TXDOT CONTROL MONUMENTS H-3, H-4, H-5, AND H-13 PREPARED BY COSTELLO, INC. DATED FEBRUARY 23, 2000 AND TXDOT CONTROL MONUMENTS H-5A AND H-5B PREPARED BY WEISSER ENGINEERING COMPANY DATED OCTOBER 2006.
5. ABSTRACTING PERFORMED BY: POSTLE PROPERTY SERVICES 12/2013 TO 01/2014 AND UPDATED ON 07/2015.
6. GROUND SURVEY PERFORMED 03/2012., 09/2014 & 07/2015.



EXISTING	TAKING AC/SF	REMAINING
124.49	0.1088 AC 4,741 SF	124.38 LT.



19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300
TBPLS Firm Reg No. 100518-00

PARCEL PLAT SHOWING PARCEL 408 FM 1093, FORT BEND COUNTY, TEXAS		
DATE: 07/2015	SCALE: N.T.S.	JOB No.: EG676
RCSJ No.: 0543-02-072		DWG. No.: P-408-01

E. LATHAM SURVEY, A-50

RESTRICTED RESERVE "C"

LAMAR C.I.S.D. HIGH SCHOOL NO 5 COMPLEX

10' Stm Swr Esmt File No. 20110054
File No. 2011084250 F.B.C.P.R.
O.P.R.F.B.C.

FILE NO. 2008129534
DATE: DECEMBER 15, 2008
O.P.R.F.B.C.

CALLLED 1,895 ACRES
RESERVE "D"
FILE AND SPOUSE
NO. 2005011499
DATE: JANUARY 19, 2005
O.P.R.F.B.C.

BOIS D ARC LN.
(R.O.W. VARIES)
CLERK'S FILE NO. 20110054
F.B.C.P.R.

N 00° 32' 37" W - 35.43'

EXISTING R.O.W. DATE: DECEMBER 15, 2008
O.P.R.F.B.C.

S/O 165+52.79, 176.71' LT

S 48° 46' 03" E - 33.80'

PROPOSED R.O.W.

N 83° 00' 31" E - 347.93'

S 83° 00' 31" W - 478.88'

EXISTING R.O.W.

S/O 165+75.31, 151.50' LT

F.M. 1093

(120' R.O.W.)
VOL. 243, PG. 171
F.B.C.D.R.

FND. 5/8" I.P.

20' W.L.E. & S.S.E.
File No. 20110054
F.B.C.P.R.

EXISTING R.O.W.

BASELINE

N 83° 00' 31" E

C-3

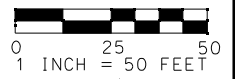
166+00

FM 1093 BASELINE CURVE DATA

C3	
RADIUS	= 14,100.00'
CENTRAL ANGLE	= 00° 30' 59" (LT)
ARC LENGTH	= 127.07'
TAN LENGTH	= 63.53'
CHORD BEARING	= N 82° 45' 02" E
CHORD DISTANCE	= 127.07'
PI STATION	= 167+78.39
PI N	= 13,813,750.48
PI E	= 2,957,065.55

SHEET 5 OF 6

SCALE IN FEET



25' Bldg. Line.
File No. 20110054
F.B.C.P.R.

MATCH LINE SEE SHEET 6



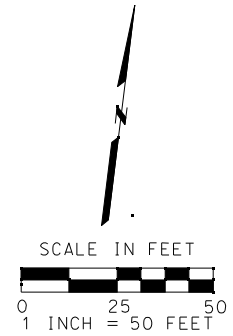
19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300
TBPLS Firm Reg No. 100518-00

PARCEL PLAT SHOWING
PARCEL 408
FM 1093, FORT BEND COUNTY, TEXAS

DATE: 07/2015	SCALE: 1" = 50'	JOB No.: EG676
RCSJ No.: 0543-02-072	DWG. No.: P-408-02	

E. LATHAM SURVEY, A-50 LAMAR C.I.S.D. HIGH SCHOOL NO 5 COMPLEX
 File No. 20110054
 RESTRICTED RESERVE "C" F.B.C.P.R.

CALLLED 124.49 ACRES
 LAMAR CONSOLIDATED
 INDEPENDENT SCHOOL DISTRICT
 FILE NO. 2008129534
 DATE: DECEMBER 15, 2008
 O.P.R.F.B.C.

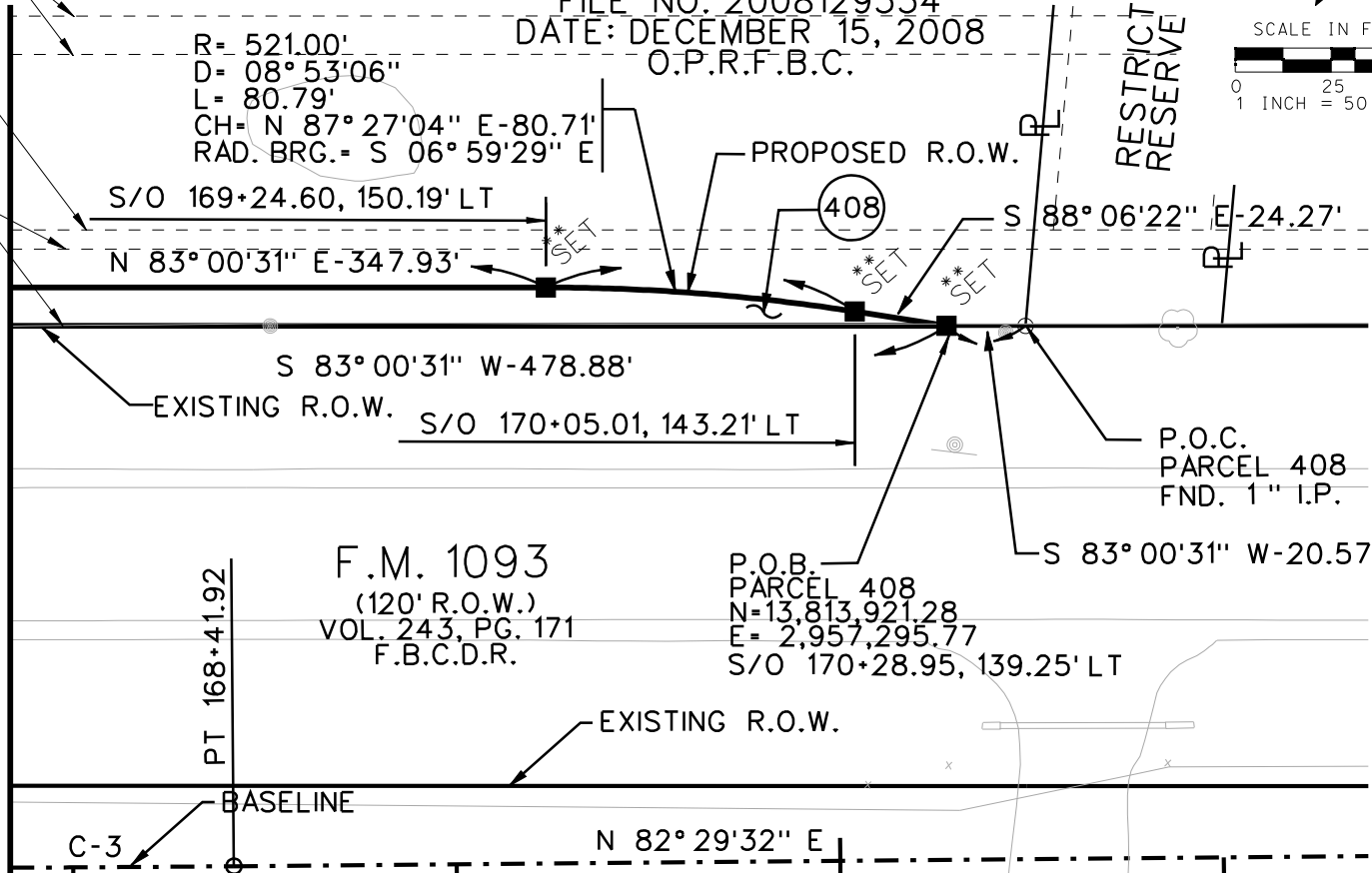


10' Stm Swr Esmt
 File No. 2011084250
 O.P.R.F.B.C.

25' Bldg. Line.
 File No. 20110054
 F.B.C.P.R.

20' W.L.E. & S.S.E.
 File No. 20110054
 F.B.C.P.R.

MATCH LINE SEE SHEET 5



119

F.M. 1093
 (120' R.O.W.)
 VOL. 243, PG. 171
 F.B.C.D.R.

P.O.B.
 PARCEL 408
 N=13,813,921.28
 E= 2,957,295.77
 S/O 170+28.95, 139.25' LT

FM 1093 BASELINE CURVE DATA

C3	
RADIUS	= 14,100.00'
CENTRAL ANGLE	= 00° 30' 59" (LT)
ARC LENGTH	= 127.07'
TAN LENGTH	= 63.53'
CHORD BEARING	= N 82° 45' 02" E
CHORD DISTANCE	= 127.07'
PI STATION	= 167+78.39
PI N	= 13,813,750.48
PI E	= 2,957,065.55

SHEET 6 OF 6

	19500 Park Row, Suite 100 Houston, Texas 77084 (281) 579 - 7300 TBPLS Firm Reg No. 100518-00	
	PARCEL PLAT SHOWING PARCEL 408 FM 1093, FORT BEND COUNTY, TEXAS	
DATE: 07/2015	SCALE: 1" = 50'	JOB No.: EG676
RCSJ No.: 0543-02-072		DWG. No.: P-408-03

**CONSIDER APPROVAL OF FINAL PAYMENT FOR THE WILLIAMS
ELEMENTARY WATER LINE AND FORCED MAIN CONNECTIONS**

RECOMMENDATION:

That the Board of Trustees approve the final payment of \$30,079.86 to Joslin Construction for the construction of the Williams Elementary water line and forced main project.

IMPACT/RATIONALE:

Joslin Construction was the contractor for the construction of the water line and forced main at Williams Elementary. This project was substantially complete on February 23, 2016.

PROGRAM DESCRIPTION:

Upon approval Joslin Construction will be paid 100% for the construction of the Williams Elementary water line and forced main project.

Submitted by: Kevin McKeever, Administrator for Operations
Ed Bailey, Gilbane

Recommended for approval:



Dr. Thomas Randle
Superintendent

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO (GENERAL CONTRACTOR):
 PBK Architects, Inc.
 11 E. Greenway Plaza, 22nd Floor
 Houston, Texas 77046

PROJECT:
 LCISD Williams Elementary School
 5111 FM 762
 Richmond, TX 77469

DISTRIBUTION TO:

OWNER	
ARCHITECT	
CONTRACTOR	X

FROM (SUBCONTRACTOR):
 Joslin Construction
 21518 W. Wallis
 Porter, Texas 77365

VIA (ARCHITECT):
 PBK Architects, Inc.
 11 E. Greenway Plaza, 22nd Floor
 Houston, Texas 77046

APPLICATION NO: 7
DATE SUBMITTED: 8/29/2016

PERIOD FROM: 8/1/2016
PERIOD TO: 8/31/2016

PROJECT NO: 11182C
INVOICE NO: 7
CONTRACT NO:

CONTRACT DATE: 9/8/2014

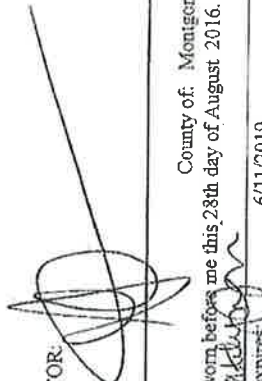
CONTRACTOR'S APPLICATION FOR PAYMENT

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

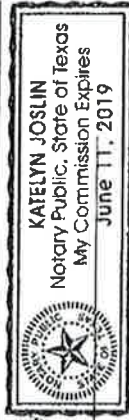
1. ORIGINAL CONTRACT SUM	\$ 540,621.00
2. Net change by Change Orders	\$ 60,976.16
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 601,597.16
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 601,597.16
5. RETAINAGE:	
a. $\frac{5}{100}$ % of Completed Work (Column D + E on G703)	\$ 0.00
b. % of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 601,597.16
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 571,517.30
8. CURRENT PAYMENT DUE	\$ 30,079.86
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 0.00

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

SUBCONTRACTOR:



By: _____ Date: 8/29/2016
 State of: Texas County of: Montgomery
 Subscribed and sworn before me this 28th day of August, 2016.
 Notary Public: *[Signature]*
 My Commission expires: 6/11/2019



ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 30,079.86

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$60,976.16	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$60,976.16	\$0.00
NET CHANGES by Change Order	\$60,976.16	\$0.00

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



By: _____ Date: 09/21/16

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

**CONSIDER APPROVAL OF DISTRICT-WIDE
INTERACTIVE WHITEBOARD BUILDOUT**

RECOMMENDATION:

That the Board of Trustees approve the interactive whiteboard buildout project Phase II in the amount of \$112,308.62 for hardware, services, and supplies, and authorize the Superintendent to execute the agreements.

IMPACT/RATIONALE:

The project will consist of hardware, services, and supplies purchased from the following vendors:

- Data Projections - \$102,455.76
- Dell, Inc. - \$9,852.86

Lamar Consolidated Independent School District believes that Interactive Whiteboards (IWBs) positively impact teaching and learning. Nearly all classrooms in the District have an interactive whiteboard as a result of the first phase of this project, approved by the Board in May, 2016. All new campuses and classroom startups include IWBs in each room. Phase II covers Fine Arts and other classrooms not included in Phase I. Generally speaking, Promethean Boards are used in elementary and SMART Boards are used in secondary.

PROGRAM DESCRIPTION:

All vendors selected offer pricing through a cooperative purchasing agreement or District awarded contract. With approval, the project should be completed by January, 2017. This project will be funded from 2014 bond funds dedicated to the IWB buildout.

Submitted by: David Jacobson, Chief Technology Information Officer
 Ken Walla, Manager of Special Projects

Recommended for approval:



Dr. Thomas Randle
Superintendent

Vendor	Description	Quantity	Cost	Sub Total	Total
Data Projections	Whiteboards/Panels	20	\$3,425.5800	\$68,511.6000	
Data Projections	Installation	20	\$756.9980	\$15,139.9600	
Data Projections	Supplies	20	\$940.2100	\$18,804.2000	\$102,455.76
Dell Computer	Whiteboards/Panels	7	\$1,035.9014	\$7,251.3098	
Dell Computer	Installation	7	\$64.9286	\$454.5002	
Dell Computer	Supplies	7	\$306.7214	\$2,147.0498	\$9,852.86
Total					\$112,308.62

INFORMATION ITEM: COLLEGE-READINESS TESTING REPORT, 2015-2016

**Advanced Placement (AP) Testing
Spring 2016**

Overview

The College Board’s Advanced Placement (AP) program offers high school students the opportunity to participate in challenging college-level course work while still in high school. Students that elect to do so may receive credit hours in collegiate level course work recognized by thousands of colleges and universities across the nation. The Advanced Placement tests are given upon completion of their coursework each May.

With the exception of Studio Art, each Advanced Placement test consists of multiple choice and free response sections, designed to match the depth, complexity, and rigor of two semesters worth of collegiate level course work. Tests are scored on a scale from 1 to 5, where a student earning a 5 is considered to be ‘extremely well qualified’. Conversely, a student who earns a 1 will earn a rating of ‘no recommendation’ by the College Board. Generally, many colleges and universities will give course credit to students that earn a score of 3 or higher.

Participation Data

The table below gives an overview of the number of LCISD students tested and how many tests were administered in the AP program from 2012 to the present. Please note that the number of AP exams administered and the number of students taking the exams has increased significantly over the past five years. It is also important to note the one-year impact Equal Opportunity Schools (EOS) has had in helping to increase the number of exams and students participating in the AP program at Terry High School and Lamar Consolidated High School.

Advanced Placement Program Participation: 2012-2016										
	2012		2013		2014		2015		2016	
	No. of Exams Admin	Total Stus Tested	No. of Exams Admin	Total Stus Tested	No. of Exams Admin	Total Stus Tested	No. of Exams Admin	Total Stus Tested	No. of Exams Admin	Total Stus Tested
LCHS	334	197	279	172	337	192	347	193	354	212
THS	141	102	77	51	120	87	113	74	372	221
FHS	462	280	544	317	541	323	713	423	986	532
GRHS	465	320	951	547	1177	653	1398	703	1518	734
District	1402	899	1851	1087	2175	1255	2571	1393	3230	1699

Performance Data

The table below represents an overview of the percent of AP exams taken in LCISD earning a 3 or higher from 2012 to the present.

Percent of Exams Scoring 3 or Higher: 2012-2016					
	2012	2013	2014	2015	2016
LCHS	51%	41%	41%	43%	36%
THS	43%	33%	34%	22%	14%
FHS	68%	58%	64%	53%	56%
GRHS	61%	53%	58%	60%	61%
District	60%	53%	56%	54%	52%
Texas	48%	48%	49%	46%	46%
National	59%	59%	59%	58%	58%

In 2016, there was a slight decline in the overall percentage of LCISD students earning 3 or above. However, as noted in the chart below, LCISD's trend has been to follow large expansions in participation with greater performance. This tendency runs counter to the general state and national trends of expanded participation with declining or sustaining performance.

	AP Performance History: 2006-2016										
	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016
LCISD Total Exams	613	827	927	873	1112	1309	1402	1851	2175	2571	3230
LCISD % 3 or Above	61%	55%	51%	51%	51%	49%	60%	53%	56%	54%	52%
Total Texas Exams	224k	248k	273k	292k	328k	361k	374k	398k	434k	506k	548k
Texas % 3 or Above	49%	51%	51%	51%	51%	45%	48%	48%	49%	46%	46%
Total US Exams	2.26M	2.55M	2.75M	2.94M	3.24M	3.37M	3.59M	3.94M	4.06M	4.34M	4.60M
US % 3 or Above	60%	62%	60%	61%	60%	58%	59%	59%	59%	58%	58%

The data table below outlines participation and performance in the AP testing program, by the number and percent of students earning a 3 or above within the subject specific exams taken by Lamar CISD students since 2012.

Exam	AP Exams by Number Taken and Scores 3 or Above: 2012-2016														
	2012			2013			2014			2015			2016		
	Total Tests	3 or Above	% 3 or Above	Total Tests	3 or Above	% 3 or Above	Total Tests	3 or Above	% 3 or Above	Total Tests	3 or Above	% 3 or Above	Total Tests	3 or Above	% 3 or Above
Art History													5	5	100%
Biology	36	20	56%	34	21	62%	50	40	80%	48	36	75%	79	44	56%
Calculus AB	78	42	54%	101	46	46%	98	54	55%	65	11	17%	121	45	37%
Calculus BC	7	7	100%	26	19	73%	17	14	82%	43	17	40%	45	38	84%
Chemistry	25	14	56%	65	29	45%	36	22	61%	65	28	43%	77	39	51%
Chinese Lang and Culture	1	1	100%				2	2	100%	3	3	100%			
Computer Science A	5	3	60%	5	3	60%	6	4	67%	8	1	13%	30	19	63%
Economics: Macro	47	33	70%	71	32	45%	92	38	41%	198	96	48%	229	84	37%
Economics: Micro	1	0	0%	3	2	67%	1	0	0%	1	1	100%	3	3	100%
Eng. Lang. & Comp.	151	109	72%	249	137	55%	299	178	60%	303	168	55%	461	261	57%
Eng. Lit. & Comp.	68	58	85%	101	73	72%	153	88	58%	173	108	62%	197	102	52%
Environmental Science	38	29	76%	62	29	47%	92	57	62%	76	51	67%	111	70	63%
European History				36	22	61%	31	19	61%	29	22	76%	39	30	77%
French Language	1	1	100%	5	3	60%	6	6	100%	6	5	83%	10	9	90%
German Language													1	0	0%
Gov & Politics	94	50	53%	109	57	52%	180	90	50%	197	89	45%	260	123	47%
Human Geography	198	117	59%	191	114	60%	256	143	56%	185	89	48%	218	112	51%
Music Theory	22	7	32%	23	5	22%	9	5	56%	17	12	71%	6	1	17%
Physics	7	4	57%	15	10	67%	40	16	40%	18	0	0%	33	0	0%
Physics C: Electro Mech										2	2	100%	1	1	100%
Physics C: Mechanics							1	1	100%	38	25	66%	33	12	36%
Psychology	132	68	52%	115	52	45%	99	41	41%	174	126	72%	174	128	74%
Seminar													16	16	100%
Spanish Language	58	39	67%	57	42	74%	48	47	98%	63	59	94%	75	72	96%
Spanish Literature							5	5	100%	9	9	100%	18	17	94%
Statistics	27	16	59%	44	18	41%	47	30	64%	97	34	35%	60	46	77%
Studio Art: Drawing	1	1	100%	1	1	100%	2	2	100%	7	4	57%	14	14	100%
U.S. History	156	90	58%	243	127	52%	282	133	47%	300	165	55%	731	315	43%
World History	246	123	50%	293	127	43%	323	156	48%	446	224	50%	183	69	38%

Demographic Data

The below table shows a disaggregation of students by race/ethnicity. Please note the significant growth in the number of African American and Hispanic students participating in the Advanced Placement testing program since 2012.

AP Participation by Ethnicity as Reported by Each Student: 2012-2016					
Ethnicity	2012	2013	2014	2015	2016
African American	99	149	189	196	225
Asian	126	176	193	220	225
Hispanic	221	306	260	314	519
White	393	406	553	611	640
Other or Unidentified	60	50	60	52	90

The table below illustrates AP exam participation by grade level:

AP Participation by Grade Level: 2012-2016					
Grade Levels	2012	2013	2014	2015	2016
9 and 10	476	502	563	626	675
11	251	345	393	402	589
12	159	223	266	327	407
Unstated	13	17	33	38	28

The following table gives the estimated tuition savings benefit for the AP program. Please note, that as participation has increased, the number of students earning 3 or higher has increased. This represents an estimated tuition savings increase of \$287,000 between 2015 and 2016.

AP Program Estimated Savings Benefit 2012-2016					
	2012	2013	2014	2015	2016*
No. of AP Exams 3 or Above	832	969	1191	1385	1675
Estimated Tuition Per 3 Hr. Course**	\$770	\$789	\$819	\$846	\$871
Estimated Savings to Students	\$640,640	\$764,541	\$975,429	\$1,171,710	\$1,458,925
Yearly Increase in Savings	N/A	\$123,901	\$210,888	\$196,281	\$287,215
* Estimated for 2016; ** Source: Texas Higher Ed Coordinating Board (THECB)					

American College Testing (ACT) Participation and Performance Senior Class of 2016

Overview

The American College Testing (ACT) program is one of the two comprehensive assessment programs LCISD students can use for college admissions purposes. The ACT is comprised of four subtests to measure student abilities in the following areas: English, mathematics, reading and science. The English test measures a student's ability to make decisions relating to writing strategy, composition organization, and prose. The mathematics test is designed to assess the depth of mathematics reasoning skills a student should have attained by the start of twelfth grade. The reading portion of the assessment measures reading comprehension, the ability to draw conclusions, and make comparisons and generalizations. Finally, the science test measures a student's ability to interpret, analyze, evaluate, and reason in course work in the natural sciences.

All of the ACT tests are measured on a scale of 1 to 36 points in increments of tenths of a point. Additionally, student scores are averaged to form a composite score.

Participation Data

The table below summarizes student participation in the ACT program from 2012 to 2016:

Number of Students Taking ACT: 2012-2016					
	2012	2013	2014	2015	2016
LCHS	174	67	94	81	101
THS	145	121	160	85	69
FHS	185	160	158	176	181
GRHS	2	197	209	230	205
District	506	545	621	572	556
Texas	110k	110k	116k	124k	143k
Nation	1.67M	1.80M	1.85M	1.92M	2.09M

Demographic Data

The table below summarizes the demographic disaggregation of students that took the ACT from 2012 through 2016:

ACT Participation by Ethnicity as Reported by Each Student: 2012-2016					
	2012	2013	2014	2015	2016
African American	117	125	124	138	127
Hispanic	133	177	212	149	139
Asian	27	33	35	46	33
White	204	176	208	199	211
No Info or Other	25	34	42	40	46
Total Number	506	545	621	572	556

Performance Data

The below table summarizes LCISD student performance by each high school, district, state and national averages. Please note that LCISD students performed above both state and national averages.

Average ACT Scores for Students by High School, District, State and Nation: 2012-2016																									
	English					Math					Reading					Science					Composite				
	2012	2013	2014	2015	2016	2012	2013	2014	2015	2016	2012	2013	2014	2015	2016	2012	2013	2014	2015	2016	2012	2013	2014	2015	2016
LCHS	18.6	18.4	19.8	19.3	18.1	20.6	20.5	20.9	20.2	19.4	20.2	20.1	21.0	20.9	19.8	20.2	19.9	20.3	20.0	19.5	20.0	19.9	20.6	20.2	19.3
THS	16.5	15.7	16.7	16.8	16.8	18.8	18.1	19.2	19.4	18.0	17.9	17.9	18.4	19.0	18.6	19.0	18.1	18.8	18.7	18.6	18.2	17.5	18.4	18.6	18.1
FHS	21.8	21.5	21.2	21.0	20.9	23.1	23.4	22.6	22.6	21.9	23.0	22.9	22.9	22.4	22.7	22.7	22.6	22.7	21.8	22.0	22.8	22.7	22.5	22.1	22.0
GRHS	17.5	21.5	21.0	21.8	22.0	19.5	22.1	22.3	22.8	22.3	22.5	22.4	22.7	22.9	23.9	19.5	21.9	22.1	22.9	22.7	20.5	22.1	22.1	22.7	22.8
District	19.2	19.8	19.7	20.5	20.3	21.0	21.4	21.4	21.9	21.1	20.6	21.2	21.4	21.9	22.1	20.7	21.0	21.1	21.5	21.4	20.5	21.0	21.0	21.6	21.3
Texas	19.6	19.9	19.8	19.8	19.4	21.4	21.5	21.4	21.1	20.7	20.8	21.0	21.1	21.1	21.0	20.8	20.9	21.0	21.0	20.7	20.8	20.9	20.9	20.9	20.6
Nation	20.5	20.2	20.3	20.4	20.1	21.1	20.9	20.9	20.8	20.6	21.3	21.1	21.3	21.4	21.3	20.9	20.7	20.8	20.9	20.8	21.1	20.9	21.0	21.0	20.8

Historical Performance

The table below summarizes the historical performance of students on the ACT from perspective of the district, state, and national levels, including any gains or losses in performance at each level since 2011. Please note that over the five-year time period, LCISD students (identified in BLUE) have made sustainable gains in all areas.

Comparison of ACT Performance by District, State, and National Scores 2012 to 2016															
	English			Math			Reading			Science			Composite		
	DIST	TX	NAT	DIST	TX	NAT	DIST	TX	NAT	DIST	TX	NAT	DIST	TX	NAT
2012	19.2	19.6	20.5	21.0	21.4	21.1	20.6	20.8	21.3	20.7	20.8	20.9	20.5	20.8	21.1
2013	19.8	19.9	20.2	21.4	21.5	20.9	21.2	21.0	21.1	21.0	20.9	20.7	21.0	20.9	20.9
2014	19.7	19.8	20.3	21.4	21.4	20.9	21.4	21.1	21.3	21.1	21.0	20.8	21.0	20.9	21.0
2015	20.5	19.8	20.4	21.9	21.1	20.8	21.9	21.1	21.4	21.5	21.0	20.9	21.6	20.9	21.0
2016	20.3	19.4	20.1	21.1	20.7	20.6	22.1	21.0	21.3	21.4	20.7	20.8	21.3	20.6	20.8
Gains/Losses 2015 to Present	-0.2	-0.4	-0.3	-0.8	-0.4	-0.2	0.2	-0.1	-0.1	-0.1	-0.3	-0.1	-0.3	-0.3	-0.2
Gains/Losses 2012 to Present	1.1	-0.2	-0.4	0.1	-0.7	-0.5	1.5	0.2	0.0	0.7	-0.1	-0.1	0.8	-0.2	-0.3

College Preference

Below are the top ten colleges and universities seniors chose to send their ACT scores to in 2016:

1. Texas A&M University - College Station
2. University of Houston - Main Campus
3. University of Texas at Austin
4. Texas State University
5. Sam Houston State University
6. Texas Tech University
7. University of Texas at San Antonio
8. Baylor University
9. Rice University
10. Stephen F. Austin State University

Scholastic Aptitude Test (SAT) Participation and Performance Senior Class of 2016

Overview

The Scholastic Aptitude Test (SAT) is the second of the two comprehensive assessment programs that LCISD students can utilize for college admissions purposes. The SAT consists of three components: a critical reading test, a mathematics test, and a writing test. The critical reading portion – formerly known as the verbal section – includes short and long reading passages that require analysis. The math portion includes topics such as exponential growth, absolute value, functional notation, linear functions, and manipulations with exponents. Finally, the writing portion includes both multiple choice and essay components to assess grammatical and syntactical abilities. All SAT portions are scored on a scale of 200 to 800.

Starting with the senior class of 2017, SAT scores will reflect participation in the new SAT School Day program, in which students in the 11th grade take the SAT on a during the spring on a designated school day. Participation in the SAT School Day program is the culmination of the District’s effort to increase student participation and performance on the SAT by having students take the Preliminary SAT (PSAT) each fall starting in grade 8 and ending in grade 11.

Participation Data

Shown in the table below are participation totals for the SAT from 2012 to 2016:

Number of Students Taking SAT: 2012-2016					
Campus	2012	2013	2014	2015	2016
LCHS	258	122	166	192	154
THS	95	83	135	148	144
FHS	323	258	269	301	308
GRHS		266	344	372	375
District	676	729	914	1,013	981
Texas	173k	173k	179k	194k	196k
Nation	1.66M	1.66M	1.67M	1.70M	1.64M

Demographic Data

The table below summarizes the demographic disaggregation of students that took the SAT between 2012 and 2016. Please note the significant growth in the number of Hispanic students taking the SAT during this time period.

SAT Participation by Student Identified Ethnicity: 2012 to 2016					
	2012	2013	2014	2015	2016
African American	144	164	219	258	221
Hispanic	141	194	247	275	304
Asian	49	73	86	82	93
White	307	265	321	358	313
Other or N/A	35	33	41	40	50
Total	676	729	914	1013	981

Performance Data

The table below summarizes LCISD student performance by each high school, the district, and compares them to the state and national averages. Please notice that LCISD students continue to maintain scores above the state average.

Average SAT Scores for Students by High School: 2012-2016															
Campus	Critical Reading					Math					Writing				
	2012	2013	2014	2015	2016	2012	2013	2014	2015	2016	2012	2013	2014	2015	2016
LCHS	481	469	476	470	464	503	485	490	486	473	474	452	464	446	444
THS	486	449	443	444	428	506	461	472	453	434	458	437	432	428	412
FHS	492	505	504	505	497	520	525	514	521	511	475	484	485	482	475
GRHS		497	498	502	516		519	516	513	510		495	483	487	493
District	482	490	488	488	489	511	509	504	502	493	472	477	473	469	468
State	474	477	476	470	466	499	499	496	486	478	465	461	461	454	449
Nation	496	496	497	495	494	514	514	513	511	508	489	488	487	484	482

Historical Performance

The table below summarizes the historical performance of students on the SAT from perspective of the district, state, and national levels, including any gains or losses in performance at each level since 2012. Please note that as the number of students taking the SAT has increased, LCISD students have maintained performance levels ahead of the state as a whole over the five-year period.

Comparison of SAT Performance by District, State, and National Scores: 2012 to 2016									
	Critical Reading			Math			Writing		
	DIST	TX	NAT	DIST	TX	NAT	DIST	TX	NAT
2012	487	474	496	511	499	514	474	461	488
2013	490	477	496	509	499	514	477	461	488
2014	488	476	497	504	495	513	473	461	487
2015	488	470	495	502	486	511	469	454	484
2016	489	466	494	493	478	508	468	449	482
Gains/Losses 2015 to Present	1.0	-4.0	-1.0	-9.0	-8.0	-3.0	-1.0	-5.0	-2.0
Gains/Losses 2012 to Present	2.0	-8.0	-2.0	-18.0	-21.0	-6.0	-6.0	-12.0	-6.0

College Preference

Below are the top ten colleges and universities seniors chose to send their SAT scores to in 2016:

1. University of Houston - Main Campus
2. Texas A&M University - College Station
3. University of Texas at Austin
4. Texas State University
5. University of Texas at San Antonio
6. Sam Houston State University
7. Texas Tech University
8. Baylor University
9. Houston Baptist University
10. Stephen F. Austin State University

Resource Persons:

Valerie Vogt, Academic Administrator
Leslie Haack, Executive Director for Secondary Education
Valerie Anderson, Director of Advanced Studies
Brian Moore, Director of Research, Assessment, and Accountability

INFORMATION ITEM: BOARD POLICIES -- FIRST READING

The following local policies are attached for review:

- Localized Policy Manual Update 105
- Localized Policy Manual Update 106
- CDC (LOCAL) Other Revenues: Grants from private sources
- DK (LOCAL) Assignments and Schedules

Local policies are customized to provide a procedure or guidelines to enforce the legal policies and district guidelines.

Resource Person: Dr. Thomas Randle, Superintendent

Please remember: Log in to my.tasb.org and open *Policy Service Resource Library: Local Manual Updates* to download a PDF of this update packet, annotated copies of the (LOCAL) policies, editable (LOCAL) text, and more.

Lamar CISD

Update 105 includes revisions throughout the policy manual based on the passage of the Every Student Succeeds Act (ESSA), signed into law December 10, 2015, which replaces the previous version of the law—the No Child Left Behind Act (NCLBA)—and reauthorizes the Elementary and Secondary Education Act (ESEA). Update 105 also addresses several recent amendments to the Texas Administrative Code. Major topics affected by the rule changes include disclosures of interested parties to district contracts, integrated pest management, teacher and administrator appraisals, special education, prekindergarten grants, and individual graduation committees. Update 105 also includes several local policy topics, such as parent and family engagement; flag displays; records management; teacher credentials; term contract nonrenewal; reduction in force; comparability of services under Title I, Part A; and admission of homeless students.

Please bear in mind that the (LEGAL) policies reflect the ever-changing legal context for governance and management of the district. They should NOT be adopted but, rather, should inform local decision making. The (LOCAL) policy recommendations in this update will need close attention by both the administration and the board to ensure that they reflect the practices of the district and the intentions of the board. Board action is needed to adopt, revise, or repeal (LOCAL) policy.

In addition to the updated policies, your Localized Update 105 packet contains:

- **INSTRUCTIONS** . . . providing specific, policy-by-policy directions on how this update, if accepted as prepared, should be incorporated into your Localized Policy Manual.
- **EXPLANATORY NOTES** . . . summarizing changes to the policies in each code. Please note that, where appropriate, the Explanatory Notes ask you to **verify that a particular policy reflects your current practice and to advise us of changes needed** so that our records and your manual accurately track the district's practice.

Vantage Points—A Board Member's Guide to Update 105 may be found in the separately wrapped package accompanying this packet. *Vantage Points* offers a highly summarized overview of the update and is intended to provide local officials a first glance at the scope of the update—as a prelude to studying the detailed Explanatory Notes and policy text within the packet. **Please distribute the enclosed copies of *Vantage Points* to your board members** at the earliest possible opportunity, preferably with their review copies of this update.

Most Update 105 policies are so identified in the lower left-hand corner of each policy page. If you have any questions concerning this update, please call your policy consultant, Mary Kay Spellman, at 800-580-7529 or 512-467-0222.

Regarding board action on Update 105 . . .

- Board action on Localized Update 105 must occur within a properly posted, open meeting of the board and may be addressed on the agenda posting as “Policy Update 105, affecting (LOCAL) policies (see attached list of codes).” Policy On Line districts have access to a list of the (LOCAL) policies included in the update through the Local Manual Updates application in myTASB. Other districts may generate a list of the (LOCAL) policy codes added, revised, or deleted (and the titles/subtitles of those policies) using the Instruction Sheet as a guide and attach that list to the posting. BoardBook compilers should use “Policy Update 105, affecting (LOCAL) policies” as the agenda item and, as agenda subitems, the code and name of each of the (LOCAL) policies affected by the update.
- A suggested motion for board action on Localized Update 105 is as follows:
“I move that the board add, revise, or delete (LOCAL) policies as recommended by TASB Policy Service and according to the Instruction Sheet for TASB Localized Policy Manual Update 105 [with the following changes:]”
- The board’s action on Localized Update 105 must be reflected in board minutes. The Instruction Sheet—annotated to reflect any changes made by the board—and the Explanatory Notes for the update should be filed with the minutes where they make up the authoritative record of your board’s actions. Include a copy of new, replaced, or rescinded (**LOCAL**) policies.
- In constructing the separate historical record of the manual, the emphasis is on tracking the history of individual policies. For guidance on maintaining this record, please refer to the *Administrator’s Guide to Policy Management* (<https://www.tasb.org/Services/Policy-Service/myTASB/Guidance-for-Policy-Administrators.aspx>) and tutorial videos on handling an update (<https://www.tasb.org/Services/Policy-Service/myTASB/Tutorials.aspx>), available in the myTASB Policy Service Resource Library.

Regarding manual maintenance and administrative regulations . . .

- **Notify your policy consultant of any changes made by the board so that Policy Service records—forming the basis for subsequent updating recommendations—exactly mirror your manual.**
- The update should be incorporated into each of the district’s Localized Policy Manuals as soon as practicable. You will need to notify us of the board’s action on Update 105 so that your district’s Localized Policy Manual as it appears on TASB’s web server can be updated. Policy On Line staff may be reached by phone (800-580-7529 or 512-467-0222), by fax (512-467-3618, using the Update 105 Adoption Notification Form enclosed), by e-mail (pol-support@tasb.org), or through the Policy On Line Administrator Tools (<https://www.tasb.org/apps/PolicyAdmin>).
- Administrative procedures and documents—including formal (REGULATIONS), handbooks, and guides—that may be affected by Update 105 policy changes should be inspected and revised by the district as needed.

PLEASE NOTE: This information is provided for educational purposes only to facilitate a general understanding of the law or other regulatory matter. This information is neither an exhaustive treatment on the subject nor is this intended to substitute for the advice of an attorney or other professional adviser. Consult with your attorney or professional adviser to apply these principles to specific fact situations.

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Instruction Sheet
TASB Localized Policy Manual Update 105

District Lamar CISD

Code	Action To Be Taken	Note
ATTN (NOTE)	No policy enclosed	See explanatory note
AIA (LEGAL)	Replace policy	Revised policy
AIB (LEGAL)	Replace policy	Revised policy
AIC (LEGAL)	Replace policy	Revised policy
AID (LEGAL)	Replace policy	Revised policy
BBE (LEGAL)	Replace policy	Revised policy
BDAE (LEGAL)	Replace policy	Revised policy
BJCD (EXHIBIT)	DELETE exhibit	See explanatory note
BJCF (LOCAL)	Replace policy	Revised policy
BQ (LOCAL)	Replace policy	Revised policy
BQ (EXHIBIT)	Review exhibit	Revise as necessary
CH (LEGAL)	Replace policy	Revised policy
CLB (LEGAL)	Replace policy	Revised policy
CLB (LOCAL)	Replace policy	Revised policy
CLE (LEGAL)	Replace policy	Revised policy
CLE (LOCAL)	ADD policy	See explanatory note
CNA (LEGAL)	Replace policy	Revised policy
CPC (LEGAL)	Replace policy	Revised policy
CPC (LOCAL)	Replace policy	Revised policy
CQ (LEGAL)	Replace policy	Revised policy
CQA (LEGAL)	Replace policy	Revised policy
D (LEGAL)	Replace policy	Revised policy
DBA (LEGAL)	Replace policy	Revised policy
DBA (LOCAL)	Replace policy	Revised policy
DBAA (LEGAL)	Replace policy	Revised policy
DFBB (LOCAL)	Replace policy	Revised policy
DFFA (LOCAL)	Replace policy	Revised policy
DFFB (LOCAL)	Replace policy	Revised policy
DGC (LEGAL)	Replace policy	Revised policy
DI (LEGAL)	Replace policy	Revised policy
DK (LEGAL)	Replace policy	Revised policy
DMA (LEGAL)	Replace policy	Revised policy

Instruction Sheet
TASB Localized Policy Manual Update 105

DNA	(LEGAL)	Replace policy	Revised policy
DNB	(LEGAL)	Replace policy	Revised policy
DPB	(LEGAL)	Replace policy	Revised policy
EEB	(LEGAL)	Replace policy	Revised policy
EHAB	(LEGAL)	Replace policy	Revised policy
EHAC	(LEGAL)	Replace policy	Revised policy
EHBA	(LEGAL)	Replace policy	Revised policy
EHBAB	(LEGAL)	Replace policy	Revised policy
EHBAC	(LEGAL)	Replace policy	Revised policy
EHBAD	(LEGAL)	Replace policy	Revised policy
EHBAE	(LEGAL)	Replace policy	Revised policy
EHBD	(LEGAL)	Replace policy	Revised policy
EHBD	(LOCAL)	Replace policy	Revised policy
EHBE	(LEGAL)	Replace policy	Revised policy
EHBG	(LEGAL)	Replace policy	Revised policy
EHDD	(LEGAL)	Replace policy	Revised policy
EHDE	(LEGAL)	Replace policy	Revised policy
EIF	(LEGAL)	Replace policy	Revised policy
EKB	(LEGAL)	Replace policy	Revised policy
FB	(LEGAL)	Replace policy	Revised policy
FD	(LEGAL)	Replace policy	Revised policy
FDB	(LEGAL)	Replace policy	Revised policy
FDC	(LEGAL)	Replace policy	Revised policy
FDC	(LOCAL)	Replace policy	Revised policy
FDE	(LEGAL)	Replace policy	Revised policy
FFC	(LEGAL)	Replace policy	Revised policy
FL	(LEGAL)	Replace policy	Revised policy
FNA	(LEGAL)	Replace policy	Revised policy
FNCF	(LEGAL)	Replace policy	Revised policy
FNCG	(LEGAL)	Replace policy	Revised policy
FOC	(LEGAL)	Replace policy	Revised policy
FOD	(LEGAL)	Replace policy	Revised policy
GBA	(LEGAL)	Replace policy	Revised policy
GKC	(LEGAL)	Replace policy	Revised policy

PROCEDURES FOR APPRAISAL OF SUPERINTENDENT
RECOMMENDED BY THE COMMISSIONER

Note: The following procedures, which are recommended but not required by the Commissioner, may be used in whole or in part for the Superintendent's evaluation.

The Board shall establish an annual calendar providing for the following activities, in which both the Board and the Superintendent shall participate:

1. Procedures for setting goals that define expectations and set priorities for the Superintendent.
2. Formative conference.
3. Summative conference.

The Superintendent shall be involved in developing, selecting, or revising the appraisal instrument and process.

19 TAC 150.1022

Student performance shall be a part of locally developed appraisal instruments for Superintendents as specified in Education Code 39.054. *19 TAC 150.1022(e)*

A student performance domain shall be included in the appraisal of the Superintendent as follows: "The Superintendent promotes improvement of the performance of students in the District through activities such as comparing disaggregated student performance results to state accountability standards and to prior year performance."

The domains and descriptors used to evaluate the Superintendent may also include:

1. Instructional management.
2. School or organization morale.
3. School or organization improvement.
4. Personnel management.
5. Management of administrative, fiscal, and facilities functions.
6. Student management.
7. School or community relations.
8. Professional growth and development.
9. Student achievement indicators and campus performance objectives.
10. Board relations.

SUPERINTENDENT
EVALUATION

BJCD
(EXHIBIT)

In developing the appraisal instrument, the Board shall use the Superintendent's job description as applicable.

19 TAC 150.1021

The Board may implement a process for collecting staff input for evaluating the Superintendent. If such a process is implemented for use in the Superintendent's evaluation, staff input shall not be anonymous.

Before conducting the Superintendent's appraisal, Board members shall have evidence of training in appropriate personnel evaluation skills related to the locally established criteria and process.

The District, with the approval of the Board, may select the Commissioner-recommended student performance domain for Superintendents or may develop an alternative process in consultation with the District- and campus-level committees and adopted by the Board. If the District uses the Commissioner-recommended student performance domain, it shall meet the following requirements:

1. The Superintendent shall be required to attend an orientation approved by the Commissioner;
2. The results on the Commissioner-recommended student performance domain shall be incorporated into the local appraisal instrument;
3. The results on the Commissioner-recommended student performance domain shall be a primary consideration of the Board in evaluating the Superintendent;
4. For a Superintendent new to the District, the results from the Commissioner-recommended student performance domain shall be on a "report only" basis during the first year. Dropout and attendance data for the Superintendent shall be on a "report only" basis for the first two years.

19 TAC 150.1022

REASONS

The Board's decision not to renew the Superintendent's contract shall not be based on the Superintendent's exercise of rights guaranteed by the Constitution, or based unlawfully on race, color, religion, sex, national origin, disability, or age. Reasons for the nonrenewal of the Superintendent's contract shall be:

1. Deficiencies pointed out in evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Insubordination or failure to comply with Board directives.
5. Failure to comply with Board policies or administrative regulations.
6. Failure of the District to make measurable progress towards the goals stated in the District improvement plan. [See BQ]
7. Conducting personal business during school hours when it results in neglect of duties.
8. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
9. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
10. Failure to meet the District's standards of professional conduct.
11. Failure to report to the Board any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]
12. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
13. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.

SUPERINTENDENT
NONRENEWAL

BJCF
(LOCAL)

14. Disability, not otherwise protected by law, that prevents the Superintendent from performing the essential functions of the job.
15. Any activity, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or community, impairs or diminishes the Superintendent's effectiveness in the District.
16. Any breach by the Superintendent of an employment contract or any reason specified in the Superintendent's employment contract.
17. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, staff, or the Board.
18. Assault on a person on school property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
19. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
20. Falsification of records or other documents related to the District's activities.
21. Falsification or omission of required information on an employment application.
22. Misrepresentation of facts to the Board or other District officials in the conduct of District business.
23. Failure to fulfill requirements for Superintendent certification.
24. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit or a Special Assignment Permit.
25. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
26. Any reason constituting good cause for terminating the contract during its term.

NOTICE

If the Board determines that the Superintendent's contract should be considered for nonrenewal, the Board shall deliver to the Superintendent by hand or certified mail, return receipt requested, written notice of the proposed nonrenewal. This notice shall contain the hearing procedures and shall be delivered not later than the 30th day before the last day of the contract term.

SUPERINTENDENT
NONRENEWAL

BJCF
(LOCAL)

HEARING

If the Superintendent desires a hearing after receiving notice of the proposed nonrenewal, the Superintendent shall notify the Board in writing not later than the 15th day after receiving the notice. When the Board receives a timely request for a hearing on proposed nonrenewal, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The Superintendent shall be given notice of the hearing date as soon as it is set.

HEARING
PROCEDURE

The hearing shall be conducted in closed meeting unless the Superintendent requests that it be open, with only the members of the Board, the Superintendent, their chosen representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until it is their turn to present evidence. The Superintendent and the Board may each be represented by a person designated in writing to act for them. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the Board President's control and in general shall follow the steps listed below:

1. After consultation with the parties, the Board President shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the Board's presentation, supported by such proof as it desires to offer.
3. The Superintendent may cross-examine any witnesses for the Board.
4. The Superintendent may then present such testimonial or documentary proofs, as desired, to offer in rebuttal or in general support of the contention that the contract be renewed.
5. The Board may cross-examine any witnesses for the Superintendent and offer rebuttal to the testimony of the Superintendent's witnesses.
6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

BOARD DECISION

The Board may consider only such evidence as is presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommenda-

SUPERINTENDENT
NONRENEWAL

BJCF
(LOCAL)

tion to not renew the Superintendent's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the Superintendent by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

REVISED

Lamar CISD
079901

SUPERINTENDENT
NONRENEWAL

BJCF
(LOCAL)

REASONS

The Board's decision not to renew the Superintendent's contract shall not be based on the Superintendent's exercise of **Constitutional** rights ~~guaranteed by the Constitution~~, or based unlawfully on race, color, religion, sex, **gender**, national origin, **age**, disability, or **any other basis prohibited by law**. ~~age~~. Reasons for the nonrenewal of the Superintendent's contract shall be:

1. Deficiencies pointed out in evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Insubordination or failure to comply with Board directives.
5. Failure to comply with Board policies or administrative regulations.
6. Failure of the District to make measurable progress ~~to-~~**ward**~~towards~~ the goals stated in the District improvement plan. [See BQ]
7. Conducting personal business during school hours when it results in neglect of duties.
8. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on **District**~~school~~ property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
9. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
10. Failure to meet the District's standards of professional conduct.
11. Failure to report to the Board any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]
12. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]

DATE ISSUED:
~~7/25/2016~~**11/11/2008**
UPDATE **10584**
BJCF(LOCAL)-A

1 of 4

13. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
14. Disability, not otherwise protected by law, that prevents the Superintendent from performing the essential functions of the job.
15. Any activity, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or **the** community, impairs or diminishes the Superintendent's effectiveness in the District.
16. Any breach by the Superintendent of an employment contract or any reason specified in the Superintendent's employment contract.
17. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, staff, or the Board.
- 18. Behavior that presents a danger of physical harm to a student or other individuals.**
- ~~18-19.~~ Assault on a person on **Districtschool** property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
- ~~19-20.~~ Use of profanity in the course of performing any duties of employment, whether on or off **Districtschool** premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
- ~~20-21.~~ Falsification of records or other documents related to the District's activities.
- ~~21-22.~~ Falsification or omission of required information on an employment application.
- ~~22-23.~~ Misrepresentation of facts to the Board or other District officials in the conduct of District business.
- ~~23.~~ Failure to fulfill **or maintain** requirements for Superintendent certification, **unless granted a waiver by-**
24. ~~Failure to fulfill~~ the **commissioner** requirements of **education** ~~a deficiency plan under an Emergency Permit or a Special Assignment Permit.~~
25. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.

26. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.

~~26-27.~~ Any reason constituting good cause for terminating the contract during its term.

**NOTICE OF
PROPOSED
NONRENEWAL**

If the Board determines that the Superintendent's contract should be considered for nonrenewal, the Board shall deliver to the Superintendent ~~by hand or certified mail, return receipt requested,~~ written notice of the proposed nonrenewal **in accordance with law.** ~~This notice shall contain the hearing procedures and shall be delivered not later than the 30th day before the last day of the contract term.~~

**REQUEST FOR
HEARING**

If the Superintendent desires a hearing after receiving notice of the proposed nonrenewal, the Superintendent shall notify the Board in writing not later than the 15th day after receiving the notice. When the Board receives a timely request for a hearing on proposed nonrenewal, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The Superintendent shall be given notice of the hearing date as soon as it is set.

**HEARING
PROCEDURE**

Unless the Superintendent requests that the hearing be open, the ~~The~~ hearing shall be conducted in closed meeting ~~unless the Superintendent requests that it be open,~~ with only the members of the Board, the Superintendent, their chosen representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until **called** ~~it is their turn~~ to present evidence. The Superintendent and the Board may each be represented by a person designated in writing to act for them. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the **presiding officer's** ~~Board President's~~ control and ~~in general~~ shall **generally** follow the steps listed below:

1. After consultation with the parties, the **presiding officer** ~~Board President~~ shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the Board's presentation, supported by such proof as it desires to offer.

3. The Superintendent may cross-examine any witnesses for the Board.
4. The Superintendent may then present such testimonial or documentary proofs, as desired, to offer in rebuttal or in general support of the contention that the contract be renewed.
5. The Board may cross-examine any witnesses for the Superintendent and offer rebuttal to the testimony of the Superintendent's witnesses.
6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

BOARD DECISION

The Board may consider only such evidence as is presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the Superintendent's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the Superintendent by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

NO HEARING

If the Superintendent fails to request a hearing, the Board shall take the appropriate action and notify the Superintendent in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

PLANNING AND DECISION-MAKING PROCESS

BQ
(LOCAL)

DISTRICT MISSION,
GOALS, AND
OBJECTIVES, AND
CAMPUS OBJECTIVES

The Board shall approve and periodically review the District's mission and goals to improve student performance. The mission, goals, and the approved District and campus objectives shall be mutually supportive and shall support the state goals and objectives under Education Code, Chapter 4. [See AE(EXHIBIT)]

DISTRICT
IMPROVEMENT
PLANNING PROCESS

The District's planning process to improve student performance includes the development of the District's educational goals, the legal requirements for the District and campus improvement plans, all pertinent federal planning requirements, and administrative procedures. The Board shall approve the process under which the educational goals are developed and shall ensure that input is gathered from the District-level committee.

PARENTAL
INVOLVEMENT
PLAN

The Board shall ensure that the District and campus improvement plans, as applicable, address all elements required by federal law for receipt of Title I, Part A funds, including elements pertaining to parental involvement. The District-level and campus-level committees shall involve parents in the development of such plans and in the process for campus review and improvement of student academic achievement and campus performance. [See EHBD]

ADMINISTRATIVE
PROCEDURES AND
REPORTS

The Board shall ensure that administrative procedures meet legal requirements in the areas of planning, budgeting, curriculum, staffing patterns, staff development, and school organization; adequately reflect the District's planning process; and include implementation guidelines, time frames, and necessary resources. The Superintendent shall report periodically to the Board on the status of the planning process including a review of the related administrative procedures, any revisions to improve the process, and progress on implementation of identified strategies.

EVALUATION

The Board shall ensure that data is gathered and criteria are developed to undertake the required biennial evaluation to ensure that policies, procedures, and staff development activities related to planning and decision-making are effectively structured to positively impact student performance.

PROGRAM
ACCOUNTABILITY
PROGRAM DEFINED

A program is a systematic approach used to meet identified student or staff needs. Programs can be categorized as instructional, intervention, character building and/or parent/community partnerships.

The Board believes that effective education includes proper evaluation of programs used or to be used in the District. As the governing body of the District, the Board has the responsibility for assessing how well goals are being accomplished. The Board shall fulfill this responsibility by establishing a means for initial and continued evaluation of such programs.

Program evaluation or accountability yields information about programs in order to: select new programs, improve and revise existing programs, and make decisions about continuing or discontinuing programs already in use. Program accountability will focus attention on programs that support the District's curriculum and goals, and are included in the District or campus plan.

ELEMENTS OF THE
PROGRAM
ACCOUNTABILITY

The following elements will be included in the accountability program:

1. Clear statements of expectations and purposes for each program coupled with specifications of how their successful achievement will be determined.
2. Provisions for staff, resources, and support necessary to ensure each program's purposes and objectives are being achieved.
3. Evaluation of each program to assess the extent to which each program's purposes and objectives are being achieved.
4. Recommendations for revisions and modifications needed to better fulfill expectations and purposes.
5. Comparison of costs with district benefits to assess cost effectiveness in achieving the program's purposes.

CRITERIA FOR
PROGRAM DESIGN /
SELECTION

Criteria for program design/selection include:

1. Rationale and specific objectives: the program has a stated purpose and clear goals/objectives that meet defined needs.
2. Valid supportive research: there is valid supportive research that the program is effective to meet the needs and serve the designated population.
3. Resources: fiscal and human resources are available to establish and sustain the program.
4. In-service requirements: staff development requirements to establish and sustain the program are defined.
5. Plans for broader implementation: suggestions are available for how to implement the program both as a pilot and for broader implementation.
6. Equitable administration: the program is equitably administered for all students demonstrating the defined need (within the campus for a campus program and across the district for a district program.)

7. Methods for evaluation: both formative and summative evaluation processes are defined.

All programs considered for use in the District, including pilot programs, must undergo the program evaluation. Each new program shall be consistent with the District's objectives and long-range plans. Programs designed for disabled students must comply with federal and state guidelines.

The frequency of program evaluation shall be in accordance with the recommendations within the program or every three years if no recommendation is stated.

An annual program evaluation report shall be made to the Board on the results of the use of the designated programs in the District. Programs that require significant human and fiscal resources and impact a broad campus or District population shall be included in the report. Recommendations for moving a pilot program to a broader implementation must be included in the annual report.

PLANNING AND DECISION-MAKING PROCESS

BQ
(LOCAL)

~~DISTRICT MISSION,
GOALS, AND
OBJECTIVES, AND
CAMPUS OBJECTIVES~~

The Board shall approve and periodically review the District's vi-
sion, mission, and goals to improve student performance. The vi-
sion, mission, goals, and the approved District and campus objec-
tives shall be mutually supportive and shall support the state goals
and objectives under Education Code, Chapter 4. [See AE(EX-
HIBIT)]

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The District's planning process to improve student performance in-
cludes the development of the District's educational goals, the legal
requirements for the District and campus improvement plans, -all
pertinent federal planning requirements, and administrative proce-
dures. The Board shall approve the process under which the edu-
cational goals are developed and shall ensure that input is gath-
ered from the District-level committee. [See BQA]

~~PARENT AND
FAMILY
ENGAGEMENT/PARE
NTAL INVOLVEMENT
PLAN~~

The Board shall ensure that the District and campus improvement
plans, as applicable, address all elements required by federal law
for receipt of Title I, Part A funds, including elements pertaining to
parent and family engagement, parental involvement. The District-
level and campus-level committees shall involve parents and family
members of District students in the development of such plans and
in the process for campus review and improvement of student aca-
demic achievement and campus performance. [See EHBD]

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PROCEDURES AND
REPORTS

The Board shall ensure that administrative procedures are devel-
oped ~~meet legal requirements~~ in the areas of planning, budgeting,
curriculum, staffing patterns, staff development, and school organi-
zation; adequately reflect the District's planning process; and in-
clude implementation guidelines, time frames, and necessary re-
sources. The District-level and campus-level committees shall be
involved in the development of these procedures. [See BQA and
BQB]

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status of the planning process, including a review of the related ad-
ministrative procedures, any revisions to improve the process, and
progress on implementation of identified strategies.

EVALUATION

The Board shall ensure that data ~~are~~ is gathered and criteria are
developed to undertake the required biennial evaluation to ensure
that policies, procedures, and staff development activities related to
planning and decision-making are effectively structured to posi-
tively impact student performance.

PROGRAM
ACCOUNTABILITY
PROGRAM DEFINED

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dent or staff needs. Programs can be categorized as instructional,
intervention, character building and/or parent/community partner-
ships.

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Program evaluation or accountability yields information about programs in order to: select new programs, improve and revise existing programs, and make decisions about continuing or discontinuing programs already in use. Program accountability will focus attention on programs that support the District's curriculum and goals, and are included in the District or campus plan.

ELEMENTS OF THE
PROGRAM
ACCOUNTABILITY

The following elements will be included in the accountability program:

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3. Evaluation of each program to assess the extent to which each program's purposes and objectives are being achieved.
4. Recommendations for revisions and modifications needed to better fulfill expectations and purposes.
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PROGRAM DESIGN /
SELECTION

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All programs considered for use in the District, including pilot programs, must undergo the program evaluation. Each new program shall be consistent with the District's objectives and long-range plans. Programs designed for disabled students must comply with federal and state guidelines.

The frequency of program evaluation shall be in accordance with the recommendations within the program or every three years if no recommendation is stated.

An annual program evaluation report shall be made to the Board on the results of the use of the designated programs in the District. Programs that require significant human and fiscal resources and impact a broad campus or District population shall be included in the report. Recommendations for moving a pilot program to a broader implementation must be included in the annual report.

**BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT
MAINTENANCE**

**CLB
(LOCAL)**

INTEGRATED PEST MANAGEMENT PROGRAM	The District is committed to following integrated pest management guidelines in all pest control activities that take place on District property.
DEFINITION	As provided in the Texas Administrative Code, integrated pest management (IPM) is a pest management strategy that relies on accurate identification and scientific knowledge of target pests, reliable monitoring methods to assess pest presence, preventative measures to limit pest problems, and thresholds to determine when corrective control measures are needed. Under IPM, whenever economical and practical, multiple control tactics shall be used to achieve best control of pests. These tactics shall possibly include, but are not limited to, the judicious use of pesticides.
STANDARDS	In accordance with Part 4, Title 7 of the Administrative Code and Chapter 1951 of the Occupations Code, the District's IPM program shall govern the District's use of pesticides, herbicides, and other chemical agents for the purpose of controlling pests, rodents, insects, and weeds in and around District facilities.
IPM COORDINATOR	The Superintendent shall designate the IPM coordinator(s), who shall be registered with the Texas Department of Agriculture. The IPM coordinator(s) shall receive training in accordance with law.
APPLICATION TIME FRAME	The IPM coordinator(s), in addition to the responsibilities set out in CLB(LEGAL), shall coordinate with appropriate District administrators or other designated and trained employees regarding pesticide or herbicide applications in accordance with law. The IPM coordinator(s) shall determine when an emergency situation exists and an exception to the 48-hour notice requirement may be made.
NO UNAUTHORIZED APPLICATION	No other employee or other person or entity shall be permitted to apply a pesticide or herbicide at a school facility without the prior approval of the IPM coordinator and other than in the manner prescribed by law and the District's IPM program.
LOST OR DAMAGED MATERIALS AND EQUIPMENT	Employees of the District shall be held accountable for all materials and equipment assigned to them. If the materials or equipment is lost or damaged through the negligence of an employee, the employee may be required to reimburse the District or face other disciplinary action.

REVISED

**BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT
MAINTENANCE**

CLB
(LOCAL)

**INTEGRATED PEST
MANAGEMENT
PROGRAM**

The District is committed to following integrated pest management [\(IPM\) guidelines as required by Chapter 1951 of the Occupations Code and Title 4, Chapter 7 of the Administrative Code guidelines](#) in all pest control activities that take place on District property.

[DEFINITION](#)
~~IPM DEFINITION~~

~~As provided in the Texas Administrative Code, integrated pest management (IPM)~~ **IPM** is a pest management strategy that relies on accurate identification and scientific knowledge of target pests, reliable monitoring methods to assess pest presence, preventative measures to limit pest problems, and thresholds to determine when corrective control measures are needed. Under IPM, whenever economical and practical, multiple control tactics shall be used to achieve best control of pests. These tactics shall possibly include, but are not limited to, the judicious use of pesticides.

STANDARDS

~~The~~ [in accordance with Part 4, Title 7 of the Administrative Code and Chapter 1951 of the Occupations Code, the](#) District's IPM program shall govern the District's use of pesticides, herbicides, and other chemical agents for the purpose of controlling pests, rodents, insects, and weeds in and around District facilities.

[IPM COORDINATOR](#)
~~IPM COORDINATOR~~

The Superintendent shall designate the IPM coordinator(s), who shall be registered with the Texas Department of Agriculture. The IPM coordinator(s) shall receive training in accordance with the law and shall provide training to District employees, as necessary.

**APPLICATION TIME
FRAME**

The IPM coordinator(s), in addition to the responsibilities set out in CLB(LEGAL), shall coordinate with appropriate District administrators or other designated and trained employees regarding pesticide or herbicide applications in accordance with law. The IPM coordinator(s) shall determine when an emergency situation exists and an exception to the 48-hour notice requirement may be made.

**NO UNAUTHORIZED
APPLICATION**

[If the IPM coordinator is a licensed applicator, the IPM coordinator may apply pesticides in accordance with law.](#) No other employee or other person or entity shall be permitted to apply a pesticide or herbicide at a ~~District school~~ facility without the prior approval of the IPM coordinator and other than in the manner prescribed by law and the District's IPM program.

**LOST OR DAMAGED
MATERIALS AND
EQUIPMENT**

Employees of the District shall be held accountable for all materials and equipment assigned to them. If the materials or equipment is lost or damaged through the negligence of an employee, the employee may be required to reimburse the District or face other disciplinary action.

DATE ISSUED:
~~7/25/2016~~ [10/13/2009](#)
UPDATE [10586](#)
CLB(LOCAL)-X

ADOPTED:

1 of 1

Lamar CISD
079901

BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT
MAINTENANCE

CLB
(LOCAL)

DATE ISSUED:
~~10/13/2009~~
7/25/2016
UPDATE 10586
CLB(LOCAL)-X

ADOPTED:

2 of 2

Lamar CISD
079901

ADD

BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT
FLAG DISPLAYS

CLE
(LOCAL)

The U.S. and Texas flags shall be prominently displayed in each classroom to which a student is assigned during the time that the pledges of allegiance to those flags are recited.

DATE ISSUED: 7/25/2016
UPDATE 105
CLE(LOCAL)-A

ADOPTED:

1 of 1

The Superintendent shall oversee the performance of records management functions prescribed by state and federal law:

- Records Management Officer, as prescribed by Local Government Code 203.023
- Records Administrator, as prescribed by Local Government Code 176.001 and 176.007 [See BBFA and CHE]
- Officer for Public Information, as prescribed by Government Code 552.201–.205 [See GBAA]
- Public Information Coordinator, as prescribed by Government Code 552.012 [See BBD]

DOCUMENT
DESTRUCTION
PRACTICES

The District shall follow its records management program regarding document destruction. However, the District shall preserve documents, including electronically stored information, and suspend routine record destruction practices as applicable according to procedures developed by the records management officer:

1. In the event of pending or reasonably anticipated litigation;
2. In the event of an investigation by a federal agency or department or any bankruptcy case; or
3. In the event of a public information request.

Notification shall be given to appropriate staff of any applicable obligations to suspend routine record destruction practices.

WEBSITE POSTINGS

The District's records management program shall address the length of time documents will be posted on the District's website when the law does not specify a posting period.

The Superintendent shall oversee the performance of records management functions prescribed by state and federal law:

- ~~• Records Management Officer, as prescribed by Local Government Code 203.023~~
- Records Administrator, as prescribed by Local Government Code 176.001 and 176.007 [See BBFA and CHE]
- Officer for Public Information, as prescribed by Government Code 552.201–.205 [See GBAA]
- Public Information Coordinator, as prescribed by Government Code 552.012 [See BBD]

**LOCAL GOVERNMENT
RECORDS ACT**

**“LOCAL
GOVERNMENT
RECORD”**

The term “local government record” shall pertain to all items identified as such by the Local Government Records Act.

**RECORDS
MANAGEMENT
OFFICER**

The Superintendent shall serve as and perform the duties of the District’s records management officer as prescribed by Local Government Code 203.023, and shall administer the District’s records management program pertaining to local government records in compliance with the Local Government Records Act.

NOTIFICATION

The records management officer shall file his or her name with the Texas State Library and Archives Commission (TSLAC) within 30 days of assuming the position.

**RECORDS
CONTROL
SCHEDULES**

The records management officer shall file with the TSLAC a written declaration that the District has adopted records control schedules that comply with records retention schedules issued by the TSLAC as provided by law.

WEBSITE POSTINGS

The District’s records management program shall address the length of time records will be posted on the District’s website when the law does not specify a posting period.

**RECORDS
DESTRUCTION
PRACTICES**

**ALL LOCAL
GOVERNMENT
RECORDS SHALL BE
CONSIDERED
DISTRICT PROPERTY
AND ANY
UNAUTHORIZED
DESTRUCTION OR
REMOVAL SHALL BE
PROHIBITED.
DOCUMENT
DESTRUCTION
PRACTICES**

The District shall follow its records **control schedules, records management program, and all applicable laws** regarding ~~records~~**document** destruction. However, the District shall preserve ~~records~~**documents**, including electronically stored information, and suspend routine record destruction practices **where appropriate and in accordance with**~~as applicable according to~~ procedures developed by the records management officer. **Such procedures shall describe the circumstances under which local government records scheduled for destruction must be retained. ∴**

- ~~1. In the event of pending or reasonably anticipated litigation;~~
- ~~2. In the event of an investigation by a federal agency or department or any bankruptcy case; or~~
- ~~3. In the event of a public information request.~~

Notification shall be given to appropriate staff **when**~~of any applicable obligations to suspend~~ routine record destruction practices **must be suspended and when they may be resumed.**

TRAINING

**THE RECORDS
MANAGEMENT
OFFICER SHALL
RECEIVE
APPROPRIATE
TRAINING
REGARDING THE
LOCAL GOVERNMENT
RECORDS ACT AND
SHALL ENSURE THAT
CUSTODIANS OF
RECORDS, AS
DEFINED BY LAW,
AND OTHER
APPLICABLE
DISTRICT STAFF ARE
TRAINED ON THE
DISTRICT'S RECORDS
MANAGEMENT
PROGRAM,
INCLUDING THIS
POLICY AND
CORRESPONDING
PROCEDURES.
~~WEBSITE POSTINGS~~**

~~The District's records management program shall address the length of time documents will be posted on the District's website when the law does not specify a posting period.~~

**EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CREDENTIALS AND RECORDS**

**DBA
(LOCAL)**

**PARENT
NOTIFICATION**

The District shall notify parents of students in classrooms in which the regular teacher is not "highly qualified," as required by law.

Notification shall not be required, however, when:

1. The home campus teacher of a secondary school student assigned to a DAEP is considered the teacher-of-record; and
2. The home campus teacher:
 - a. Is highly qualified,
 - b. Assigns and evaluates the student's coursework,
 - c. Provides substantially the same coursework and uses the same grading standards as in the regular classroom,
 - d. Has final authority on the coursework grades and the final grade for the course, and
 - e. Is regularly available for face to face consultation with the student and the DAEP teacher; and
3. The DAEP teacher meets all applicable SBEC certification requirements.

**UPDATING
CREDENTIALS**

All employees who have earned certificates, endorsements, or degrees of higher rank since the previous school year shall file with the Superintendent:

1. An official college transcript showing the highest degree earned and date conferred.
2. Proof of the certificate or endorsement.

**CONTRACT
PERSONNEL**

The Superintendent or designee shall ensure that contract personnel possess valid credentials before issuing contracts.

All teachers who are employed with emergency permits, one-year certificates, and/or temporary classroom assignment permits must satisfy SBEC requirements for proper certification for the position in which they are assigned by March 1. Failure to do so shall result in reassignment, resignation, or nonrenewal.

**SOCIAL SECURITY
NUMBER**

The District shall not use an employee's social security number as an employee identifier, except for tax purposes [see DC]. In accordance with law, the District shall keep an employee's social security number confidential.

REVISED

Lamar CISD
079901

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CREDENTIALS AND RECORDS

DBA
(LOCAL)

~~PARENT
NOTIFICATION~~

~~The District shall notify parents of students in classrooms in which the regular teacher is not "highly qualified," as required by law.~~

~~Notification shall not be required, however, when:~~

- ~~1. The home campus teacher of a secondary school student assigned to a DAEP is considered the teacher of record; and~~
- ~~2. The home campus teacher:

 - ~~a. Is highly qualified;~~
 - ~~Assigns and evaluates the student's coursework;~~
 - ~~b. Provides substantially the same coursework and uses the same grading standards as in the regular classroom;~~
 - ~~b. Has final authority on the coursework grades and the final grade for the course, and~~
 - ~~b. Is regularly available for face to face consultation with the student and the DAEP teacher; and~~~~
- ~~2. The DAEP teacher meets all applicable SBEC certification requirements.~~

UPDATING
CREDENTIALS

All employees who have earned certificates, endorsements, or degrees of higher rank since the previous school year shall file with the **District Superintendent:**

- 1. An official college transcript showing the highest degree earned and date conferred.
- 2. Proof of the certificate or endorsement.

CONTRACT
PERSONNEL

The Superintendent or designee shall ensure that contract personnel possess valid credentials before issuing contracts.

All teachers who are employed with emergency permits, one-year certificates, and/or temporary classroom assignment permits must satisfy SBEC requirements for proper certification for the position in which they are assigned by March 1. Failure to do so shall result in reassignment, resignation, or nonrenewal.

**SOCIAL SECURITY
NUMBER**

~~SOCIAL SECURITY
NUMBER~~

The District shall not use an employee's social security number as an employee identifier, except for tax purposes [see DC]. In accordance with law, the District shall keep an employee's social security number confidential.

DATE ISSUED:
~~7/25/2016~~10/31/2013
UPDATE 10598
DBA(LOCAL)-X

ADOPTED:

1 of 1

TERM CONTRACTS
NONRENEWAL

DFBB
(LOCAL)

REASONS

The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, national origin, disability, or age. Reasons for proposed nonrenewal of an employee's term contract shall be:

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency. [See DFFA]
10. Reduction in force because of a program change. [See DFFB]
11. A decision by a campus intervention team that the employee not be retained at a reconstituted campus. [See AIC]
12. The employee is not retained at a campus that has been repurposed in accordance with law. [See AIC]
13. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
14. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
15. Failure to meet the District's standards of professional conduct.

16. Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]
17. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
18. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
19. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
20. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, and community, impairs or diminishes the employee's effectiveness in the District.
21. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
22. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
23. A significant lack of student progress attributable to the educator.
24. Behavior that presents a danger of physical harm to a student or to other individuals.
25. Assault on a person on school property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
26. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
27. Falsification of records or other documents related to the District's activities.
28. Falsification or omission of required information on an employment application.
29. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.

TERM CONTRACTS
NONRENEWAL

DFBB
(LOCAL)

30. Failure to fulfill requirements for certification, including passing certification examinations required by state law for the employee's assignment.
31. Failure to achieve or maintain "highly qualified" status as required for the employee's assignment.
32. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit, a Special Assignment Permit, or a Temporary Classroom Assignment Permit.
33. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
34. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
35. Any reason constituting good cause for terminating the contract during its term.

RECOMMENDATIONS
FROM
ADMINISTRATION

Administrative recommendations for renewal or proposed nonrenewal of professional employee contracts shall be submitted to the Superintendent. A recommendation for proposed nonrenewal shall be supported by any relevant documentation. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

SUPERINTENDENT'S
RECOMMENDATION

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal. The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations.

NOTICE OF
PROPOSED
NONRENEWAL

After the Board votes to propose nonrenewal, the Superintendent or designee shall deliver written notice of proposed nonrenewal in accordance with law.

If the notice of proposed nonrenewal does not contain a statement of the reason or all of the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal a reasonable time before the hearing. The initial notice or any subsequent notice shall contain the hearing procedures.

REQUEST FOR
HEARING

If the employee desires a hearing after receiving the notice of proposed nonrenewal, the employee shall notify the Board in writing not later than the 15th day after the date the employee received the notice of proposed nonrenewal.

TERM CONTRACTS
NONRENEWAL

DFBB
(LOCAL)

When a timely request for a hearing on a proposed nonrenewal is received by the presiding officer, the Board shall notify the employee whether the hearing will be conducted by the Board [see HEARING BY THE BOARD, below] or an attorney designated by the Board [see HEARING BY AN ATTORNEY DESIGNATED BY THE BOARD, below].

In either case, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The employee shall be given notice of the hearing date as soon as it is set.

HEARING BY THE
BOARD

Unless the employee requests that the hearing be open, the hearing shall be conducted in closed meeting with only the members of the Board, the employee, the Superintendent, their representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

HEARING
PROCEDURES

The conduct of the hearing shall be under the presiding officer's control and shall generally follow the steps listed below:

1. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.
3. The employee may cross-examine any witnesses for the administration.
4. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed.
5. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.
6. Closing arguments may be made by each party.

A record of the hearing shall be made.

BOARD DECISION

The Board may consider only evidence presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not re-

TERM CONTRACTS
NONRENEWAL

DFBB
(LOCAL)

new the employee's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the employee by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

HEARING BY AN
ATTORNEY
DESIGNATED BY THE
BOARD

The hearing must be private unless the employee requests in writing that the hearing be public, except that the attorney may close the hearing to maintain decorum. If the employee does not request a public hearing, only the attorney designated by the Board, the employee, the Superintendent, their representatives, and witnesses will be permitted to be in attendance, and witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the control of the attorney designated by the Board and shall generally follow the steps listed at HEARING BY THE BOARD.

Not later than the 15th day after the completion of the hearing, the attorney shall provide to the Board a record of the hearing and his or her recommendation on renewal.

BOARD REVIEW

The Board shall consider the record of the hearing and the attorney's recommendation at the first Board meeting for which notice can be posted, unless the parties agree in writing to a different date. The Board shall notify the employee of the meeting date as soon as it is set. At the meeting, the Board shall allow each party an equal amount of time to present oral arguments. The Board shall notify the employee in writing of the Board's decision on renewal not later than the 15th day after the date of the meeting.

NO HEARING

If the employee fails to request a hearing, the Board shall take the appropriate action and notify the employee in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

REVISED

Lamar CISD
079901

TERM CONTRACTS
NONRENEWAL

DFBB
(LOCAL)

REASONS

The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, **gender**, national origin, **age**, disability, or **any other basis prohibited by law** ~~age~~. Reasons for proposed nonrenewal of an employee's term contract shall be:

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency. [See DFFA]
10. Reduction in force because of a program change. [See DFFB]
- ~~11. A decision by a campus intervention team that the employee not be retained at a reconstituted campus. [See AIC]~~
- ~~12.11.~~ The employee is not retained at a campus ~~that has been repurposed~~ in accordance with **the provisions of a campus turnaround plan** ~~law~~. [See AIC]
- ~~13.12.~~ Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on **District** ~~school~~ property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
- ~~14.13.~~ The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.

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UPDATE **10595**
DFBB(LOCAL)-A1

1 of 6

- ~~15.~~**14.** Failure to meet the District's standards of professional conduct.
- ~~16.~~**15.** Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]
- ~~17.~~**16.** Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
- ~~18.~~**17.** Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
- ~~19.~~**18.** Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
- ~~20.~~**19.** Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, ~~or the~~**and** community, impairs or diminishes the employee's effectiveness in the District.
- ~~21.~~**20.** Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
- ~~22.~~**21.** Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
- ~~23.~~**22.** A significant lack of student progress attributable to the educator.
- ~~24.~~**23.** Behavior that presents a danger of physical harm to a student or to other individuals.
- ~~25.~~**24.** Assault on a person on ~~District~~**school** property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
- ~~26.~~**25.** Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
- ~~27.~~**26.** Falsification of records or other documents related to the District's activities.

- ~~28-27~~. Falsification or omission of required information on an employment application.
- ~~29-28~~. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.
- ~~30-29~~. Failure to fulfill requirements for **state licensure or certification**, including passing certification **or licensing** examinations required by state **or federal law or by the District**, for the employee's assignment.
- ~~31-30~~. Failure to ~~achieve or~~ maintain **licensing and certification requirements, including the completion of "highly qualified" status as** required **continuing education hours**, for the employee's assignment.
- ~~32-31~~. Failure to **complete certification or permit renewal requirements, or failure to** fulfill the requirements of a deficiency plan, under an Emergency Permit, ~~a Special Assignment Permit~~, or a Temporary Classroom Assignment Permit.
- ~~33-32~~. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
- ~~34-33~~. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
- ~~35-34~~. Any reason constituting good cause for terminating the contract during its term.

RECOMMENDATIONS
FROM
ADMINISTRATION

Administrative recommendations for renewal or proposed nonrenewal of ~~term professional employee~~ contracts shall be submitted to the Superintendent. A recommendation for proposed nonrenewal shall be supported by any relevant documentation. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

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The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal.

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When a timely request for a hearing on a proposed nonrenewal is received by the presiding officer, the Board shall notify the employee whether the hearing will be conducted by the Board [see HEARING BY THE BOARD, below] or an attorney designated by the Board [see HEARING BY AN ATTORNEY DESIGNATED BY THE BOARD, below].

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HEARING BY THE
BOARD

~~HEARING BY THE
BOARD~~

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HEARING
PROCEDURES

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3. The employee may cross-examine any witnesses for the administration.

4. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed.
5. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.
6. Closing arguments may be made by each party.

A record of the hearing shall be made **so that a certified transcript can be prepared, if required.**

BOARD DECISION

The Board may consider only evidence presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the employee's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the employee by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

**HEARING BY AN
ATTORNEY
DESIGNATED BY
THE BOARD**

~~HEARING BY AN
ATTORNEY
DESIGNATED BY THE
BOARD~~

The hearing must be private unless the employee requests in writing that the hearing be public, except that the attorney may close the hearing to maintain decorum. If the employee does not request a public hearing, only the attorney designated by the Board, the employee, the Superintendent, their representatives, and witnesses ~~shall~~**will** be permitted to be in attendance, and witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

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BOARD REVIEW
~~BOARD REVIEW~~

The Board shall consider the record of the hearing and the attorney's recommendation at the first Board meeting for which notice can be posted, unless the parties agree in writing to a different date. The Board shall notify the employee of the meeting date as soon as it is set. At the meeting, the Board shall allow each party an equal amount of time to present oral arguments. The Board

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079901

TERM CONTRACTS
NONRENEWAL

DFBB
(LOCAL)

shall notify the employee in writing of the Board's decision on re-
newal not later than the 15th day after the date of the meeting.

NO HEARING

If the employee fails to request a hearing, the Board shall take the
appropriate action and notify the employee in writing of that action
not later than the 30th day after the date the notice of proposed
nonrenewal was sent.

DATE ISSUED: 7/25/2016~~10/9/2012~~
UPDATE 10595
DFBB(LOCAL)-A1

ADOPTED:

6 of 6

CURRENT

REDUCTION IN FORCE FINANCIAL EXIGENCY

DFFA
(LOCAL)

PLAN TO REDUCE PERSONNEL COSTS

If the Superintendent determines that there is a need to reduce personnel costs, the Superintendent shall develop, in consultation with the Board as necessary, a plan for reducing costs that may include one or more of the following:

- Salary reductions [see DEA];
- Furloughs, if the District has received certification from the Commissioner of a reduction in funding under Education Code 42.009 [see CBA and DEA];
- Reductions in force of contract personnel due to financial exigency, if the District meets the standard for declaring a financial exigency as defined by the Commissioner [see CEA and provisions at REDUCTION IN FORCE DUE TO FINANCIAL EXIGENCY, below];
- Reductions in force of contract personnel due to program change [see DFFB]; or
- Other means of reducing personnel costs.

A plan to reduce personnel costs may include the reduction of personnel employed pursuant to employment arrangements not covered at APPLICABILITY, below.

- See DCD for the termination at any time of at-will employment.
- See DFAB for the termination of a probationary contract at the end of the contract period.
- See DFCA for the termination of a continuing contract.
- See DCE for the termination at the end of the contract period of a contract not governed by Chapter 21 of the Education Code.

REDUCTION IN FORCE DUE TO FINANCIAL EXIGENCY APPLICABILITY

The following provisions shall apply when a reduction in force due to financial exigency requires:

1. The nonrenewal or termination of a term contract;
2. The termination of a probationary contract during the contract period; or
3. The termination of a contract not governed by Chapter 21 of the Education Code during the contract period.

DEFINITIONS

Definitions used in this policy are as follows:

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

1. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.
2. "Discharge" shall mean termination of a contract during the contract period.

GENERAL GROUNDS

A reduction in force may take place when the Superintendent recommends and the Board adopts a resolution declaring a financial exigency. [See CEA] A determination of financial exigency constitutes sufficient reason for nonrenewal or sufficient cause for discharge.

EMPLOYMENT AREAS

When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected.

Employment areas may include, for example:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education.
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.
5. Counseling programs.
6. Library programs.
7. Nursing and other health services programs.
8. An educational support program that does not provide direct instruction to students.
9. Other District-wide programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

1. Combined or adjusted (e.g., “elementary programs” and “compensatory education programs” can be combined to identify an employment area of “elementary compensatory education programs”); and/or
2. Applied on a District-wide or campus-wide basis (e.g., “the counseling program at [named elementary campus]”).

The Board shall determine the employment areas to be affected.

CRITERIA FOR
DECISION

The Superintendent or designee shall apply the following criteria to the employees within an affected employment area when a reduction in force will not result in the nonrenewal or discharge of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. **Qualifications for Current or Projected Assignment:** Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, highly qualified status, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
2. **Performance:** Effectiveness, as reflected by:
 - a. The most recent formal appraisal and, if available, consecutive formal appraisals from more than one year [see DNA]; and
 - b. Any other written evaluative information, including disciplinary information, from the last 36 months.

If the Superintendent or designee at his or her discretion decides that the documented performance differences between two or more employees are too insubstantial to rely upon, he or she may proceed to apply the remaining criteria in the order listed below.

3. **Extra Duties:** Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
4. **Professional Background:** Professional education and work experience related to the current or projected assignment.
5. **Seniority:** Length of service in the District, as measured from the employee’s most recent date of hire.

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

SUPERINTENDENT RECOMMENDATION	The Superintendent shall recommend to the Board the nonrenewal or discharge of the identified employees within the affected employment areas.
BOARD VOTE	After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal or discharge, as appropriate. If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL). If the Board votes to propose discharge of one or more employees, the Board shall determine whether the hearing will be conducted by a TEA-appointed hearing examiner [see DFD] or will be a local hearing under Education Code 21.207 [see DFBB].
NOTICE	The Superintendent or designee shall provide each employee written notice of the proposed nonrenewal or discharge, as applicable. The notice shall include: <ol style="list-style-type: none"><li data-bbox="545 926 1073 953">1. The proposed action, as applicable;<li data-bbox="545 978 1321 1005">2. A statement of the reason for the proposed action; and<li data-bbox="545 1031 1382 1104">3. Notice that the employee is entitled to a hearing of the type determined by the Board.
CONSIDERATION FOR AVAILABLE POSITIONS	An employee who has received notice of proposed nonrenewal or discharge may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures. If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until: <ol style="list-style-type: none"><li data-bbox="545 1444 1382 1518">1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.<li data-bbox="545 1543 1421 1640">2. The evidentiary hearing by the independent hearing examiner, the Board, or other person designated in DFBB(LOCAL), if the employee requests a hearing.
HEARING REQUEST NONRENEWAL: TERM CONTRACT	An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

DISCHARGE: CHAPTER 21 CONTRACT	An employee receiving notice of proposed discharge from a contract governed by Chapter 21 of the Education Code may request a hearing. The hearing shall be conducted in accordance with DFD or the nonrenewal hearing process in DFBB, as determined by the Board and specified in the notice of proposed discharge.
DISCHARGE: NON- CHAPTER 21 CONTRACT	An employee receiving notice of proposed discharge during the period of an employment contract not governed by Chapter 21 of the Education Code may request a hearing before the Board or its designee in accordance with DCE.
FINAL ACTION HEARING REQUESTED	If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.
NO HEARING REQUESTED	If the employee does not request a hearing, the Board shall take final action in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

REVISED

Lamar CISD
079901

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

PLAN TO REDUCE PERSONNEL COSTS

~~PLAN TO REDUCE PERSONNEL COSTS~~

If the Superintendent determines that there is a need to reduce personnel costs, the Superintendent shall develop, in consultation with the Board as necessary, a plan for reducing costs that may include one or more of the following:

- Salary reductions [see DEA];
- Furloughs, if the District has received **from the commissioner of education** certification ~~from the Commissioner~~ of a reduction in funding under Education Code 42.009 [see CBA and DEA];
- Reductions in force of contract personnel due to financial exigency, if the District meets the standard for declaring a financial exigency as defined by the **commissioner** ~~Commissioner~~ [see CEA and provisions at REDUCTION IN FORCE DUE TO FINANCIAL EXIGENCY, below];
- Reductions in force of contract personnel due to program change [see DFFB]; or
- Other means of reducing personnel costs.

A plan to reduce personnel costs may include the reduction of personnel employed pursuant to employment arrangements not covered at APPLICABILITY, below.

- See DCD for the termination at any time of at-will employment.
- See DFAB for the termination of a probationary contract at the end of the contract period.
- See DFCA for the termination of a continuing contract, **if applicable**.
- See DCE for the termination at the end of the contract period of a contract not governed by Chapter 21 of the Education Code.

REDUCTION IN FORCE DUE TO FINANCIAL EXIGENCY

APPLICABILITY

~~REDUCTION IN FORCE DUE TO FINANCIAL EXIGENCY~~

~~APPLICABILITY~~

The following provisions shall apply when a reduction in force due to financial exigency requires:

1. The nonrenewal or termination of a term contract;
2. The termination of a probationary contract during the contract period; or
3. The termination of a contract not governed by Chapter 21 of the Education Code during the contract period.

DEFINITIONS

Definitions used in this policy are as follows:

DATE ISSUED: ~~7/25/2016~~ 5/29/2015
UPDATE 105102
DFFA(LOCAL)-A

ADOPTED:

1 of 5

1. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.
2. "Discharge" shall mean termination of a contract during the contract period.

GENERAL GROUNDS

~~GENERAL GROUNDS~~

A reduction in force may take place when the Superintendent recommends and the Board adopts a resolution declaring a financial exigency. [See CEA] A determination of financial exigency constitutes sufficient reason for nonrenewal or sufficient cause for discharge.

EMPLOYMENT AREAS

~~EMPLOYMENT AREAS~~

When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected.

Employment areas may include, for example:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education.
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.
5. Counseling programs.
6. Library programs.
7. Nursing and other health services programs.
8. An educational support program that does not provide direct instruction to students.
9. Other District-wide programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

1. Combined or adjusted (e.g., “elementary programs” and “compensatory education programs” can be combined to identify an employment area of “elementary compensatory education programs”); and/or
2. Applied on a District-wide or campus-wide basis (e.g., “the counseling program at [named elementary campus]”).

The Board shall determine the employment areas to be affected.

CRITERIA FOR
DECISION

The Superintendent or designee shall apply the following criteria to the employees within an affected employment area when a reduction in force will not result in the nonrenewal or discharge of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, ~~highly qualified status~~, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
2. Performance: Effectiveness, as reflected by:
 - a. The most recent formal appraisal and, if available, consecutive formal appraisals from more than one year [see DNA]; and
 - b. Any other written evaluative information, including disciplinary information, from the last 36 months.

If the Superintendent or designee at his or her discretion decides that the documented performance differences between two or more employees are too insubstantial to rely upon, he or she may proceed to apply the remaining criteria in the order listed below.

3. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
4. Professional Background: Professional education and work experience related to the current or projected assignment.
5. Seniority: Length of service in the District, as measured from the employee’s most recent date of hire.

**SUPERINTENDENT
RECOMMENDATION**

~~SUPERINTENDENT
RECOMMENDATION
BOARD VOTE
BOARD VOTE~~

The Superintendent shall recommend to the Board the nonrenewal or discharge of the identified employees within the affected employment areas.

After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal or discharge, as appropriate.

If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).

If the Board votes to propose discharge of one or more employees, the Board shall determine whether the hearing will be conducted by a TEA-appointed hearing examiner [see DFD] or will be a local hearing under Education Code 21.207 [see DFBB].

NOTICE
~~NOTICE~~

The Superintendent or designee shall provide each employee written notice of the proposed nonrenewal or discharge, as applicable. The notice shall include:

1. The proposed action, as applicable;
2. A statement of the reason for the proposed action; and
3. Notice that the employee is entitled to a hearing of the type determined by the Board.

**CONSIDERATION FOR
AVAILABLE
POSITIONS**

~~CONSIDERATION FOR
AVAILABLE POSITIONS~~

An employee who has received notice of proposed nonrenewal or discharge may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.

If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:

1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.
2. The evidentiary hearing by the independent hearing examiner, the Board, or other person designated in DFBB(LOCAL), if the employee requests a hearing.

HEARING REQUEST

**NONRENEWAL:
TERM CONTRACT**

An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.

~~HEARING REQUEST~~
~~DISCHARGE:~~
~~CHAPTER 21~~
~~NON-~~
~~CHAPTER 21~~
~~CONTRACT~~
~~CONTRACT~~

An employee receiving notice of proposed discharge from a contract governed by Chapter 21 of the Education Code may request a hearing. The hearing shall be conducted in accordance with DFD or the nonrenewal hearing process in DFBB, as determined by the Board and specified in the notice of proposed discharge.

DISCHARGE:
NON-
~~CHAPTER 21~~
~~CHAPTER 21~~
~~CONTRACT~~
~~CONTRACT~~

An employee receiving notice of proposed discharge during the period of an employment contract not governed by Chapter 21 of the Education Code may request a hearing before the Board or its designee in accordance with DCE.

FINAL ACTION

**HEARING
REQUESTED**

If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

~~FINAL ACTION~~
~~NO HEARING~~
~~REQUESTED~~
~~HEARING~~
~~REQUESTED~~
~~NO HEARING~~
~~REQUESTED~~

If the employee does not request a hearing, the Board shall take final action in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

CURRENT

REDUCTION IN FORCE PROGRAM CHANGE

DFFB
(LOCAL)

APPLICABILITY	This policy shall apply when a reduction in force due to a program change requires the nonrenewal of a term contract. A program change may be due to, for example, a redirection of resources; efforts to improve efficiency; a change in enrollment; a lack of student response to particular course offerings; legislative revisions to programs; or a reorganization or consolidation of two or more individual schools, departments, or school districts.
DEFINITIONS	Definitions used in this policy are as follows: <ol style="list-style-type: none">1. "Program change" shall mean any elimination, curtailment, or reorganization of a program, department, school operation, or curriculum offering, including, for example, a change in curriculum objectives; a modification of the master schedule; the restructuring of an instructional delivery method; or a modification or reorganization of staffing patterns in a department, on a particular campus, or Districtwide.2. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.
GENERAL GROUNDS	A reduction in force may take place when the Superintendent recommends and the Board approves a program change. A determination of a program change constitutes sufficient reason for nonrenewal.
EMPLOYMENT AREAS	When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected. Employment areas may include, for example: <ol style="list-style-type: none">1. Elementary grades, levels, subjects, departments, or programs.2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects.3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education.4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.5. Counseling programs.6. Library programs.7. Nursing and other health services programs.8. An educational support program that does not provide direct instruction to students.

REDUCTION IN FORCE
PROGRAM CHANGE

DFFB
(LOCAL)

9. Other Districtwide programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

1. Combined or adjusted (e.g., "elementary programs" and "compensatory education programs" can be combined to identify an employment area of "elementary compensatory education programs"); and/or
2. Applied on a Districtwide or campus-wide basis (e.g., "the counseling program at [named elementary campus]").

The Board shall determine the employment areas to be affected.

CRITERIA FOR
DECISION

The Superintendent or designee shall apply the following criteria to the employees within an affected employment area when a program change will not result in the nonrenewal of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, highly qualified status, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
2. Performance: Effectiveness, as reflected by:
 - a. The most recent formal appraisal and, if available, consecutive formal appraisals from more than one year [see DNA]; and
 - b. Any other written evaluative information, including disciplinary information, from the last 36 months.

If the Superintendent or designee at his or her discretion decides that the documented performance differences between two or more employees are too insubstantial to rely upon, he

REDUCTION IN FORCE
PROGRAM CHANGE

DFFB
(LOCAL)

or she may proceed to apply the remaining criteria in the order listed below.

3. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
4. Professional Background: Professional education and work experience related to the current or projected assignment.
5. Seniority: Length of service in the District, as measured from the employee's most recent date of hire.

SUPERINTENDENT RECOMMENDATION	The Superintendent shall recommend to the Board the nonrenewal of the identified employees within the affected employment areas.
BOARD VOTE	After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal, as appropriate. If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).
NOTICE	The Superintendent or designee shall provide each employee written notice of the proposed nonrenewal. The notice shall include a statement of the reason for the proposed action and notice that the employee is entitled to a hearing of the type determined by the Board.
CONSIDERATION FOR AVAILABLE POSITIONS	<p>An employee who has received notice of proposed nonrenewal may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.</p> <p>If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:</p> <ol style="list-style-type: none">1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.2. The evidentiary hearing by the independent hearing examiner, the Board, or other person designated in DFBB(LOCAL), if the employee requests a hearing.
HEARING REQUEST	An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.
FINAL ACTION HEARING REQUESTED	If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DFBB and shall notify the employee in writing.

REDUCTION IN FORCE
PROGRAM CHANGE

DFFB
(LOCAL)

NO HEARING
REQUESTED

If the employee does not request a hearing, the Board shall take final action in accordance with DFBB and shall notify the employee in writing.

REDUCTION IN FORCE
PROGRAM CHANGE

DFFB
(LOCAL)

APPLICABILITY

~~APPLICABILITY~~

This policy shall apply when a reduction in force due to a program change requires the nonrenewal of a term contract. A program change may be due to, for example, a redirection of resources; efforts to improve efficiency; a change in enrollment; a lack of student response to particular course offerings; legislative revisions to programs; or a reorganization or consolidation of two or more individual schools, departments, or school districts.

DEFINITIONS

Definitions used in this policy are as follows:

1. "Program change" shall mean any elimination, curtailment, or reorganization of a program, department, school operation, or curriculum offering, including, for example, a change in curriculum objectives; a modification of the master schedule; the restructuring of an instructional delivery method; or a modification or reorganization of staffing patterns in a department, on a particular campus, or ~~District-wide~~ Districtwide.
2. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.

~~GENERAL GROUNDS~~

A reduction in force may take place when the Superintendent recommends and the Board approves a program change. A determination of a program change constitutes sufficient reason for nonrenewal.

EMPLOYMENT AREAS

~~EMPLOYMENT AREAS~~

When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected.

Employment areas may include, for example:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education.
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.
5. Counseling programs.
6. Library programs.
7. Nursing and other health services programs.
8. An educational support program that does not provide direct instruction to students.

9. Other ~~District-wide~~~~Districtwide~~ programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

1. Combined or adjusted (e.g., "elementary programs" and "compensatory education programs" can be combined to identify an employment area of "elementary compensatory education programs"); and/or
2. Applied on a ~~District-wide~~~~Districtwide~~ or campus-wide basis (e.g., "the counseling program at [named elementary campus]").

The Board shall determine the employment areas to be affected.

**CRITERIA FOR
DECISION**

~~CRITERIA FOR
DECISION~~

The Superintendent or designee shall apply the following criteria to the employees within an affected employment area when a program change will not result in the nonrenewal of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, ~~highly-qualified status~~, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
2. Performance: Effectiveness, as reflected by:
 - a. The most recent formal appraisal and, if available, consecutive formal appraisals from more than one year [see DNA]; and
 - b. Any other written evaluative information, including disciplinary information, from the last 36 months.

If the Superintendent or designee at his or her discretion decides that the documented performance differences between

REDUCTION IN FORCE
PROGRAM CHANGE

DFFB
(LOCAL)

two or more employees are too insubstantial to rely upon, he or she may proceed to apply the remaining criteria in the order listed below.

3. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
4. Professional Background: Professional education and work experience related to the current or projected assignment.
5. Seniority: Length of service in the District, as measured from the employee's most recent date of hire.

**SUPERINTENDENT
RECOMMENDATION**

The Superintendent shall recommend to the Board the nonrenewal of the identified employees within the affected employment areas.

~~SUPERINTENDENT
RECOMMENDATION
BOARD VOTE~~

After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal, as appropriate. If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).

NOTICE

~~NOTICE~~

The Superintendent or designee shall provide each employee written notice of the proposed nonrenewal. The notice shall include a statement of the reason for the proposed action and notice that the employee is entitled to a hearing of the type determined by the Board.

**CONSIDERATION FOR
AVAILABLE
POSITIONS**

An employee who has received notice of proposed nonrenewal may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.

~~CONSIDERATION FOR
AVAILABLE POSITIONS~~

If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:

1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.
2. The evidentiary hearing by the independent hearing examiner, the Board, or other person designated in DFBB(LOCAL), if the employee requests a hearing.

HEARING REQUEST

~~HEARING REQUEST~~

An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.

REDUCTION IN FORCE
PROGRAM CHANGE

DFFB
(LOCAL)

FINAL ACTION

**HEARING
REQUESTED**

If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DFBB and shall notify the employee in writing.

~~FINAL ACTION
NO HEARING
HEARING
REQUESTED
REQUESTED
REQUESTED~~

If the employee does not request a hearing, the Board shall take final action in accordance with DFBB and shall notify the employee in writing.

**SPECIAL PROGRAMS
FEDERAL TITLE I**

**EHBD
(LOCAL)**

**COMPARABILITY OF
SERVICES**

The Board shall ensure equity in services among campus programs and shall maintain appropriate records reflecting equity.

As reflected in District records, equity shall be maintained Districtwide in one of the following areas:

1. Expenditures of money per student from state and local funds;
2. Instructional salaries per student from state and local funds;
or
3. Instructional staff/student ratios.

In special programs, such as special education and bilingual education, a lower ratio may be maintained and more money may be spent as necessary to fulfill other legal requirements. [See DEA]

STAFF DEVELOPMENT

District- and campus-level training shall be provided for staff in the delivery of curriculum.

**PARENTAL
INVOLVEMENT**

District- and campus-level opportunities shall be provided for parents to be meaningfully involved in the education of their children and to have the information needed to support learning of the curriculum.

As required by law in order to receive Title I, Part A funds, the District shall provide to TEA written assurance regarding comparability of services across the District in teachers, administrators, and other staff, as well as in the provision of curriculum materials and instructional supplies.

For information on the District salary schedule, see DEA(LOCAL).

COMPARABILITY OF SERVICES

~~The Board shall ensure equity in services among campus programs and shall maintain appropriate records reflecting equity.~~

As reflected in District records and as submitted to TEA, the District shall document compliance by using ~~equity shall be maintained Districtwide in~~ one of the following methods:areas:

1. Comparison of ~~Expenditures of money per student from state and local~~ expenditures per studentfunds;
2. Comparison of ~~Instructional salaries per student~~ expenditures for ~~from~~ state and local base salariesfunds; or
3. Ratio of students to full-time equivalent instructional staff whose salaries are not federally funded.

~~3. Instructional staff/student ratios.~~

In special programs, such as special education, ~~and~~ bilingual education, or English as a second language, a lower ratio may be maintained and more money may be spent per individual campus as necessary to fulfill other legal requirements. These costs[See DEA]

STAFF DEVELOPMENT

~~District and campus level training shall be excluded from provided for staff in the comparabilitydelivery of services calculations. curriculum.~~

PARENTAL INVOLVEMENT

~~District and campus level opportunities shall be provided for parents to be meaningfully involved in the education of their children and to have the information needed to support learning of the curriculum.~~

**ADMISSIONS
HOMELESS STUDENTS**

**FDC
(LOCAL)**

**LIAISON FOR
HOMELESS
STUDENTS**

The Superintendent shall appoint an appropriate staff person as the District liaison for homeless students. [See FFC]

ADMISSIONS

The principal shall notify the homeless liaison within one school day of admission of a homeless student.

**ENROLLMENT IN
SCHOOL OF ORIGIN**

In determining feasibility of educating a homeless student in his or her school of origin, the District shall consider the best interests of the student with regard to such relevant factors as:

1. Continuity of instruction
2. Age and grade placement of the student
3. Distance of the commute and its impact on the student's education or special needs
4. Personal safety of the student
5. Student's need for special instruction, such as Section 504 or special education and related services
6. Length of anticipated stay in a temporary shelter or other temporary location
7. Likely area of the family's or youth's future housing
8. Time remaining in the school year
9. School placement of siblings

Services, including transportation, that the District is required to provide shall not be considered in determining feasibility.

**CONTINUATION OF
TRANSPORTATION**

The District shall provide transportation to a homeless student assigned to attend the school of origin, as provided by law. If such a student ceases to be homeless, the District shall continue to provide transportation to and from the school of origin through the end of the school year, upon request from the parent or guardian. [See CNA]

**DISPUTE RESOLUTION
PROCESS**

In the event that a homeless student, or his or her parent or guardian, has a complaint about admission, placement, or services provided by the District, that person shall use the complaint resolution procedures set out in FNG(LOCAL), beginning at Level Two.

When the principal becomes aware of a complaint, he or she shall notify the liaison for homeless students within one school day. At all times the liaison for homeless students or designee shall accompany and assist the student, parent, or guardian in the dispute resolution process. Throughout the dispute resolution process, the homeless student shall be permitted to attend classes, receive the requested services, and participate fully in school activities.

LIAISON FOR
HOMELESS
STUDENTS

The Superintendent shall ~~designate~~~~appoint~~ an appropriate staff person as the District liaison for ~~homeless~~ students **who are homeless.** [See FFC]

The liaison shall receive and provide to appropriate staff members professional development regarding services required by law to identify and meet the needs of students who are homeless. In addition, the liaison shall regularly review with campus admissions personnel the laws and administrative procedures applicable to students who are homeless.

ADMISSIONS

The District shall not stigmatize or segregate a student who is homeless.

The principal **and campus admissions staff** shall notify the ~~homeless~~ liaison **for homeless students** within one school day of admission of a **student who is homeless** ~~student~~.

ENROLLMENT IN
SCHOOL OF ORIGIN

In determining **the best interest** ~~feasibility~~ of the student for the purpose of continuing the student's education in the school of origin, as defined by law, the District shall presume that keeping the ~~educating a homeless~~ student in his or her school of origin is in the student's best interest, except when doing so is contrary to the request of the parent, guardian, or unaccompanied youth. The District shall also ~~, the District shall~~ consider the best interests of the student with regard to **the impact of moving schools on the student's achievement, education, health, and safety, including** such relevant factors as:

1. Continuity of instruction;
2. Age and grade placement of the student;
3. Distance of the commute and its impact on the student's education or special needs;
4. Personal safety of the student;
5. **The student's eligibility and** ~~Student's~~ need for **any specialized services and supports** ~~special instruction~~, such as Section 504, ~~of~~ special education and related services, **or bilingual or English as a second language services;**
6. Length of anticipated stay in a temporary shelter or other temporary location, **if applicable;**
7. Likely area of the family's or youth's future housing;
8. Time remaining in the school year; **and**
9. School placement of siblings.

CONTINUATION OF
TRANSPORTATION

Services, including transportation, that the District is required to provide shall not be considered in determining **the student's school of attendance feasibility**.

The District shall provide transportation to a **student who is** homeless ~~student assigned to~~ **and from attend** the school of origin, as provided by law. If such a student ceases to be homeless **and if requested by the parent, guardian, or unaccompanied youth**, the District shall continue to provide transportation to and from the school of origin through the end of the school year. ~~upon request from the parent or guardian.~~ [See CNA]

DISPUTE RESOLUTION
PROCESS

~~If~~ **in the District determines event that it is not in the student's best interest to attend the school of origin or the requested school, the District shall provide a written explanation, in a manner and form that is understandable to the parent, guardian, or unaccompanied youth, of the reasons for the decision, including the right to appeal.**

~~If the~~ **homeless student, or his or her parent, or guardian,** has a complaint about **eligibility, school selection admission, placement, or enrollment decisions made services provided** by the District, that person shall use the complaint resolution procedures set out in FNG(LOCAL), beginning at Level Two. **The District shall expedite local timelines in the District's complaint process, when possible, for prompt dispute resolution.**

Pending final resolution of the dispute, the District shall immediately enroll the homeless student in the school in which enrollment is sought and permit the student to attend classes, receive the requested services, and participate fully in school activities.

When the principal becomes aware of a complaint, he or she shall notify the liaison for homeless students within one school day. At all times **during the dispute resolution process**, the liaison for homeless students or designee shall accompany and assist the student, parent, or guardian.

~~[See FNG(LOCAL) for all other complaints.] in the dispute resolution process. Throughout the dispute resolution process, the homeless student shall be permitted to attend classes, receive the requested services, and participate fully in school activities.~~

Instruction Sheet
TASB Localized Policy Manual Update 106

District Lamar CISD

Code	Action To Be Taken	Note
EHBAF (LEGAL)	Replace policy	Revised policy
EHBAF (LOCAL)	ADD policy	See explanatory note

Note: Unless otherwise noted, the terms “video recording,” “video surveillance,” and “video monitoring” shall also include any associated audio recordings.

REQUESTS AND
NOTICE

The District shall comply with requests for video and audio monitoring of certain self-contained special education classrooms and settings as required by law to promote student safety in those settings. Regular or continual monitoring of video recordings shall be prohibited. Video recordings shall not be used for teacher evaluation or monitoring or for any purpose other than the promotion of student safety.

A parent, Trustee, or staff member making a request for video surveillance under this policy shall submit the request to the campus principal on a form provided by the District, and the principal shall provide a response to the requestor within ten District business days. The principal shall provide advance written notice to staff on the campus and to parents of the students assigned to the classroom or setting that video and audio surveillance will be conducted in the classroom or setting. The Superintendent shall develop administrative regulations as necessary to implement these request, response, and notice provisions.

INSTALLATION AND
OPERATION

When the District has installed video cameras in a classroom or other setting as required by law, the District shall operate the cameras during the instructional day at all times when students are in the classroom or other setting. For purposes of this policy, the instructional day shall be defined as the portion of a school day during which instruction is taking place in the classroom or other setting.

A campus shall continue to operate and maintain any video cameras placed in the classroom or other setting for as long as the classroom or other setting continues to satisfy the requirements in Education Code 29.022(a).

Video cameras must be capable of recording video and audio of all areas of the classroom or setting, except that no video surveillance shall be conducted of the inside of a bathroom or other area used for toileting or diapering a student or removing or changing a student’s clothes.

The District shall post notice at the entrance to a classroom or other setting in which video cameras are placed stating that video and audio surveillance is conducted in that classroom or setting.

RETENTION OF
RECORDINGS

Video recordings shall be retained for at least six months after the date of the recording but may be retained for a longer period in accordance with the District's records management program or as required by law. [See CPC]

CONFIDENTIALITY OF
RECORDINGS

Video recordings made in accordance with this policy shall be confidential and shall only be accessed or viewed by the individuals and in the limited circumstances permitted by law. Contractors and District personnel with job duties related to the installation, operation, or maintenance of video equipment, or the retention of video recordings, who incidentally view recordings when performing regular job duties such as ensuring the proper functioning of the equipment or pulling specific footage shall not be considered in violation of the confidentiality provisions.

The following individuals shall have authority to view video recordings to the extent permitted by the Family Educational Rights and Privacy Act (FERPA):

1. A District employee or a parent of a student who is involved in an incident documented by a recording for which a complaint has been reported to the District;
2. Appropriate Department of Family and Protective Services (DFPS) personnel as part of an investigation of alleged abuse or neglect of a child;
3. A peace officer, school nurse, District administrator trained in de-escalation and restraint techniques, or human resource staff member in response to a complaint or an investigation of an incident; and
4. Appropriate TEA or State Board for Educator Certification personnel or their agents as part of an investigation.

For purposes of this policy, the term "human resource staff member" shall include the Superintendent, a principal, an assistant principal or other campus administrator, and any supervisory position within the District's human resources office. If an individual listed in items 2 through 4 above believes that a recording shows a violation of District policy or campus procedures, the individual may allow access to the recording by appropriate legal and human resources personnel designated by the District for the purpose of determining whether a policy or procedure has been violated.

Any person who suspects that child abuse or neglect has occurred shall report this suspicion as required by law and District policy. [See FFG]

SPECIAL EDUCATION
VIDEO/AUDIO MONITORING

EHBAF
(LOCAL)

REPORTING AN
INCIDENT

A person alleging that an incident, as defined by law, has occurred in a classroom or other setting in which video surveillance is conducted shall file a report on the form provided by the District with the principal as soon as possible after the person suspects the alleged incident. If possible, an incident report form shall be filed within 48 hours of the facts giving rise to the allegation. The principal shall promptly view, or direct an authorized individual to view, the video surveillance footage to identify the relevant portion of the recording. No later than ten District business days after the report is filed, the principal or designee shall respond by notifying the person whether the alleged incident was recorded in the District's video surveillance footage and shall initiate other steps as required by law, District policy, or local procedures.

COMPLAINTS

Complaints related to video and audio recordings under this policy shall be filed in accordance with DGBA, FNG, or GF, as applicable.

CURRENT

OTHER REVENUES
GRANTS FROM PRIVATE SOURCES

CDC
(LOCAL)

GIFTS FROM THE
PUBLIC

The Board reserves the authority to accept any bequest or gift of money or property with a value in excess of \$2,500 on behalf of the District. Gifts shall become the sole property of the District for its use and disposition. The Superintendent may designate where a gift is to be used.

CRITERIA FOR
ACCEPTANCE

The Superintendent may accept, without Board approval, any bequest or gift with a value of \$2,500 or less. Acceptable gifts shall:

1. Have a purpose consistent with District purposes.
2. Place no restrictions on the school program.
3. Not require the endorsement of a product.
4. Not require extensive District maintenance.

REVISED

OTHER REVENUES
GRANTS FROM PRIVATE SOURCES

CDC
(LOCAL)

GIFTS FROM THE
PUBLIC

The Board reserves the authority to accept any bequest or gift of money or property with a value ~~in excess of \$2,500~~ of \$5,000 or more on behalf of the District. Gifts shall become the sole property of the District for its use and disposition. The Superintendent may designate where a gift is to be used.

Gifts will be accepted as received by the Superintendent (at his or her discretion), with a list being presented to the Board of Trustees for approval on a quarterly basis.

CRITERIA FOR
ACCEPTANCE

The Superintendent may accept, without Board approval, any bequest or gift with a value of ~~\$2,500 or less~~ than \$5,000. Acceptable gifts shall:

1. Have a purpose consistent with District purposes.
2. Place no restrictions on the school program.
3. Not require the endorsement of a product.
4. Not require extensive District maintenance.

4- Any bequest or gift valued at \$500 or more must be deposited into the District's budgeted accounts. Bequests or gifts of less than \$500 may be deposited into activity fund accounts of the designated campuses.

ASSIGNMENT AND SCHEDULES

DK
(LOCAL)

SUPERINTENDENT'S
AUTHORITY

All personnel are employed subject to assignment and reassignment by the Superintendent or designee when the Superintendent determines that the assignment or reassignment is in the best interest of the District. Reassignment shall be defined as a transfer to another position, department, or facility that does not necessitate a change in the employment contract of a contract employee. Any change in an employee's contract shall be in accordance with policy DC.

Any employee may request reassignment within the District to another position for which he or she is qualified.

ASSIGNMENT OF
RELATIVES

A full-time District employee shall not be assigned to a campus/department if related within the third degree by blood or within the second degree by marriage to an administrator on that campus/department. [See DBE(EXHIBIT)]

Current assignments of employees who would be affected by this policy that were made before February 1988 shall be exempted from this provision.

CAMPUS
ASSIGNMENTS

The principal's criteria for approval of campus assignments and reassignments shall be consistent with District policy regarding equal opportunity employment, and with staffing patterns approved in the District and campus plans. [See BQ series] In exercising their authority to approve assignments and reassignments, principals shall work cooperatively with the central office staff to ensure the efficient operation of the District as a whole.

SUPPLEMENTAL
DUTIES

Noncontractual supplemental duties for which supplemental pay is received may be discontinued by either party at any time. An employee who wishes to relinquish a paid supplemental duty may do so by notifying the Superintendent or designee in writing. Paid supplemental duties are not part of the District's contractual obligation to the employee, and an employee shall hold no expectation of continuing assignment to any paid supplemental duty.

WORK CALENDARS
AND SCHEDULES

Subject to the Board-adopted budget and compensation plan and in harmony with employment contracts, the Superintendent shall determine required work calendars for all employees. [See DC, EB]

Daily time schedules for all employees shall be determined by the Superintendent or designee and principals.

PARENT
NOTIFICATION

Parents of students shall be notified within 15 school days after the District assigns a teacher of record to a classroom or subject area for which the teacher is not certified under State Board for Educator Certification (SBEC) rules.

ASSIGNMENT AND SCHEDULES

DK
(LOCAL)

Parents of students in prekindergarten–grade 5 shall be notified within five school days after the District assigns a substitute teacher to a classroom or subject area or within five school days of the beginning of a school semester. Such notice shall indicate whether the substitute teacher is certified or noncertified under SBEC rules.

ASSIGNMENT AND SCHEDULES

DK
(LOCAL)

SUPERINTENDENT'S
AUTHORITY

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INFORMATION ITEM: PARENT INVOLVEMENT UPDATE

Parent Involvement

During Parent Involvement Week (November 14-18), activities are planned for each campus to invite parents to visit and volunteer at their child's campus. Parent Involvement Month campus and District activities during November, are posted on each individual school and PTO/PTA website, as well as on Facebook and Twitter.

There are several district-wide activities that have been implemented. These include:

- District-wide parent programs such as Veterans' Day; additional programs are planned on each campus during the month of November based on parent interest.
- District web page—posted information on Parent Involvement activities.

Volunteers in Public Schools

The Volunteers in Public Schools (VIPS) program currently has 5204 volunteers assisting Lamar CISD campuses. Each campus may have a volunteer coordinator who implements volunteer training and oversees parental involvement activities.

Common Threads

Common Threads has assisted 3,472 students with clothing, backpacks, shoes and school supplies since September 10, 2016.

The winter clothing distribution began on October 28, and will last through November 10th. Students received long-sleeved shirts, 2 uniform jackets and/or regular coat and pants. Underwear and socks, as well as shoes, are given out based upon availability.

Parent Liaisons

There are four parent liaisons working to increase parent involvement at three Title I campuses. The campuses are Ray, George Junior High, and Lamar Consolidated High School.

The parent liaison's role is to:

- involve and encourage parent participation in their child's education;
- provide valuable learning opportunities for parents to implement at home;
- encourage communication between parents and school personnel; and
- create parental awareness of school policies, procedures, and programs.

In addition, parent liaisons help implement the following campus activities:

- facilitate parent workshops and information sessions;
- help plan and implement activity nights such as math/reading/science nights and weekend projects (fun/educational craft projects for parents/child to work on at home);
- provide campus and community resources to parents via newsletters or email lists;
- translate information and assist with translating during school meetings as needed; and
- promote participation in PAC and SBMT.

Resource Persons: Valerie Vogt, Academic Administrator
Dr. Jennifer Roberts, Student Support Services Director
Jill Duban, Parent Involvement Facilitator

PROGRAM GRANT TO FOSTER HIGH SCHOOL

Texas A&M Engineering Experiment Station (“TEES”), an agency of the State of Texas and a member of the Texas A&M System, through its Nuclear Power Institute (NPI) issued two grants totaling \$16,000 to Foster High School (FHS). These grants will allow current programs to continue to operate.

The first grant, in the amount of \$8,000, was issued to support the Power Set Program. This program started at FHS six years ago and serves roughly 25 female students per year. It is a unique program for high school girls that provides the tools, academic support and mentoring needed to pursue educational and career opportunities related to Science Technology Engineering and Math (STEM) subjects. Students must have a 3.5 GPA and be high achieving on EOC STAAR in Algebra I and Biology. The program is available to only Juniors and Seniors; however, female students from Briscoe Junior High School also receive some mentoring activities through this program.

The second grant, also in the amount of \$8,000, is for the Workforce Industry Training (WIT) Program. This program is in its fifth year at FHS and has served around 145 Juniors and Seniors, male and female, who have a keen interest in STEM subjects. WIT provides the educational tools and essential support to pursue careers in STEM fields. This is a high school outreach program of the Nuclear Power Institute (NPI) through Texas A&M University in College Station. Select students are provided mentoring activities by industry professionals, and are afforded the opportunity to visit local industry partners, universities, and community colleges. In addition, the students participate in community service projects, experience guest speakers, and are provided scholarship opportunities. Male students from Wertheimer Middle School are mentored through the Boys Resourcing Technology (BRT) program as well. All expenses are fully funded by Texas A&M University and LyondellBasell Industries.

Resource Person: Dr. Thomas Randle, Superintendent
Leslie Haack, Executive Director for Secondary Education

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF OCTOBER 31, 2016)**

- Exhibit "A" gives the LCISD collections made during the month of October 31, 2016.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2016 through August 31, 2017.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2016-17 roll as compared to prior years. Through October 31, 2016, LCISD had collected 0.0 % of the 2016-17 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2016-2017.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

Resource Person: Jill Ludwig, CPA, RTSBA, Chief Financial Officer

**Lamar Consolidated ISD
Tax Collections
October 2016**

Exhibit A

Year	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	General Fund Taxes Paid	General Fund P & I & Collection Fees	Debt Service Taxes Paid	Debt Service P & I & Collection Fees
15	\$ 148,178.18	\$ 25,462.31	\$ 36,024.47	\$ 209,664.96	\$ 110,868.46	\$ 55,075.58	\$ 37,309.72	\$ 6,411.20
14	\$ 33,596.37	\$ 7,559.58	\$ 5,512.35	\$ 46,668.30	\$ 25,137.18	\$ 11,168.50	\$ 8,459.19	\$ 1,903.43
13	\$ (6,524.34)	\$ 1,156.54	\$ 994.12	\$ (4,373.68)	\$ (4,881.57)	\$ 1,859.45	\$ (1,642.77)	\$ 291.21
12	\$ 15,714.22	\$ 1,461.69	\$ 1,022.49	\$ 18,198.40	\$ 11,757.58	\$ 2,116.14	\$ 3,956.64	\$ 368.04
11	\$ 15,717.35	\$ 912.34	\$ 609.23	\$ 17,238.92	\$ 11,533.75	\$ 1,278.71	\$ 4,183.60	\$ 242.86
10	\$ 11,287.04	\$ 573.80	\$ 276.77	\$ 12,137.61	\$ 8,437.47	\$ 705.70	\$ 2,849.57	\$ 144.87
09	\$ 737.80	\$ 676.46	\$ 259.88	\$ 1,674.14	\$ 588.37	\$ 799.35	\$ 149.43	\$ 136.99
08	\$ 930.20	\$ 968.04	\$ 358.26	\$ 2,256.50	\$ 753.58	\$ 1,142.57	\$ 176.62	\$ 183.73
07	\$ 225.94	\$ 259.93	\$ 93.98	\$ 579.85	\$ 174.12	\$ 294.29	\$ 51.82	\$ 59.62
06	\$ 2,372.11	\$ 2,827.22	\$ 1,003.77	\$ 6,203.10	\$ 2,038.60	\$ 3,433.48	\$ 333.51	\$ 397.51
05	\$ 25.99	\$ 36.51	\$ 12.50	\$ 75.00	\$ 22.96	\$ 44.76	\$ 3.03	\$ 4.25
04	\$ 1,489.28	\$ 2,278.58	\$ 753.58	\$ 4,521.44	\$ 1,315.93	\$ 2,766.93	\$ 173.35	\$ 265.23
03	\$ 1,831.75	\$ 3,022.37	\$ 728.12	\$ 5,582.24	\$ 1,650.72	\$ 3,451.79	\$ 181.03	\$ 298.70
02	\$ 257.19	\$ 455.23	\$ 53.93	\$ 766.35	\$ 231.77	\$ 464.17	\$ 25.42	\$ 44.99
01	\$ 128.88	\$ 243.54	\$ 55.86	\$ 428.28	\$ 116.14	\$ 275.33	\$ 12.74	\$ 24.07
00	\$ 191.73	\$ 356.13	\$ 73.63	\$ 621.49	\$ 170.68	\$ 390.66	\$ 21.05	\$ 39.10
99	\$ 1,125.69	\$ 2,397.58	\$ 528.49	\$ 4,051.76	\$ 1,017.19	\$ 2,694.98	\$ 108.50	\$ 231.09
98	\$ 983.42	\$ 2,212.56	\$ 479.40	\$ 3,675.38	\$ 909.20	\$ 2,524.97	\$ 74.22	\$ 166.99
97	\$ 1,168.32	\$ 2,768.90	\$ 590.58	\$ 4,527.80	\$ 1,080.14	\$ 3,150.50	\$ 88.18	\$ 208.98
96	\$ 5,072.03	\$ 13,889.93	\$ 2,844.29	\$ 21,806.25	\$ 4,773.98	\$ 15,929.08	\$ 298.05	\$ 805.14
Totals	\$ 234,509.15	\$ 69,519.24	\$ 52,275.70	\$ 356,304.09	\$ 177,696.25	\$ 109,566.94	\$ 56,812.90	\$ 12,228.00

**Lamar Consolidated ISD
Tax Collections
September 1, 2016-August 31, 2017
(Year-To-Date)**

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 10/31/2016
16	\$ 190,749,742.17	\$ 7,785,509.39	\$ 198,535,251.56	\$ -	\$ -	\$ -	\$ -	\$ 198,535,251.56
15	\$ 1,461,782.15	\$ (30,345.19)	\$ 1,431,436.96	\$ 284,627.80	\$ 54,608.14	\$ 70,547.21	\$ 409,783.15	\$ 1,146,809.16
14	\$ 542,294.32	\$ 16,615.86	\$ 558,910.18	\$ 73,707.58	\$ 15,205.79	\$ 11,980.81	\$ 100,894.18	\$ 485,202.60
13	\$ 376,208.38	\$ (2,545.55)	\$ 373,662.83	\$ 17,017.66	\$ 3,474.98	\$ 2,421.91	\$ 22,914.55	\$ 356,645.17
12	\$ 351,985.57	\$ 16,660.15	\$ 368,645.72	\$ 41,060.14	\$ 3,884.42	\$ 2,322.61	\$ 47,267.17	\$ 327,585.58
11	\$ 306,018.43	\$ 14,119.01	\$ 320,137.44	\$ 38,470.95	\$ 2,573.18	\$ 1,388.97	\$ 42,433.10	\$ 281,666.49
10	\$ 239,335.19	\$ 8,996.12	\$ 248,331.31	\$ 21,882.84	\$ 838.50	\$ 466.64	\$ 23,187.98	\$ 226,448.47
09	\$ 180,590.36	\$ (1,211.09)	\$ 179,379.27	\$ 1,265.44	\$ 1,137.88	\$ 445.92	\$ 2,849.24	\$ 178,113.83
08	\$ 166,608.20	\$ (130.15)	\$ 166,478.05	\$ 1,476.06	\$ 1,520.83	\$ 535.58	\$ 3,532.47	\$ 165,001.99
07	\$ 184,194.57	\$ (130.15)	\$ 184,064.42	\$ 404.36	\$ 460.71	\$ 166.55	\$ 1,031.62	\$ 183,660.06
06	\$ 100,034.63	\$ (40.86)	\$ 99,993.77	\$ 2,462.54	\$ 2,942.38	\$ 1,044.79	\$ 6,449.71	\$ 97,531.23
05	\$ 136,302.28	\$ (44.82)	\$ 136,257.46	\$ 129.53	\$ 180.76	\$ 61.95	\$ 372.24	\$ 136,127.93
04	\$ 59,637.69	\$ (44.82)	\$ 59,592.87	\$ 1,750.95	\$ 2,675.38	\$ 885.28	\$ 5,311.61	\$ 57,841.92
03	\$ 45,396.95	\$ (43.94)	\$ 45,353.01	\$ 1,923.63	\$ 3,171.41	\$ 764.11	\$ 5,859.15	\$ 43,429.38
02	\$ 30,765.07	\$ (43.94)	\$ 30,721.13	\$ 1,196.51	\$ 2,106.68	\$ 442.39	\$ 3,745.58	\$ 29,524.62
01	\$ 28,187.49	\$ (43.94)	\$ 28,143.55	\$ 1,112.02	\$ 2,089.96	\$ 480.14	\$ 3,682.12	\$ 27,031.53
00	\$ 24,848.63	\$ (43.59)	\$ 24,805.04	\$ 1,161.20	\$ 2,295.07	\$ 509.89	\$ 3,966.16	\$ 23,643.84
99	\$ 25,968.92	\$ (7.40)	\$ 25,961.52	\$ 1,763.40	\$ 3,747.45	\$ 826.48	\$ 6,337.33	\$ 24,198.12
98	\$ 17,522.54	\$ -	\$ 17,522.54	\$ 1,483.48	\$ 3,332.69	\$ 722.43	\$ 5,538.60	\$ 16,039.06
97	\$ 15,955.33	\$ -	\$ 15,955.33	\$ 1,702.65	\$ 4,029.92	\$ 859.88	\$ 6,592.45	\$ 14,252.68
96	\$ 8,752.54	\$ -	\$ 8,752.54	\$ 1,024.78	\$ 2,551.64	\$ 536.47	\$ 4,112.89	\$ 7,727.76
95	\$ 4,709.94	\$ -	\$ 4,709.94	\$ 976.44	\$ 2,548.51	\$ 528.74	\$ 4,053.69	\$ 3,733.50
94 & prior	\$ 18,618.14	\$ (18.00)	\$ 18,600.14	\$ 3,076.97	\$ 8,805.06	\$ 1,782.30	\$ 13,664.33	\$ 15,523.17
Totals	\$195,075,459.49	\$7,807,207.09	\$202,882,666.58	\$499,676.93	\$124,181.34	\$99,721.05	\$723,579.32	\$202,382,989.65

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION ANALYSIS
PERCENT Y-T-D BY MONTH
FOR CURRENT LEVY ONLY**

MONTH	2016-2017	2015-2016	2014-2015	2013-2014	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07	2005-06
SEPT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
OCT	0.0%	0.1%	0.0%	0.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
NOV		3.2%	2.2%	7.4%	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%
DEC		49.0%	45.3%	45.3%	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%
JAN		83.9%	82.0%	86.2%	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%
FEB		95.4%	95.1%	95.5%	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%	92.5%
MAR		96.9%	96.8%	97.0%	96.8%	96.4%	96.1%	95.0%	94.8%	95.1%	94.7%	94.3%
APR		97.6%	97.9%	97.8%	97.6%	97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%
MAY		98.4%	98.2%	98.2%	98.1%	97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%
JUNE		98.7%	98.6%	98.7%	98.6%	98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%
JULY		99.0%	98.9%	99.0%	99.0%	98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%
AUG		99.2%	99.0%	99.2%	99.1%	98.9%	98.8%	98.2%	98.2%	98.2%	98.2%	97.8%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2016-17 TAX COLLECTIONS
AS OF OCTOBER 31, 2016**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 10/31/2016	% OF BUDGET COLLECTED
2016	2016-2017	\$190,807,570	\$0	0.00%
2015 & Prior	2015-16 & Prior	\$2,150,000	\$499,677	23.24%
TOTAL		\$192,957,570	\$499,677	0.26%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF OCTOBER 31, 2016**

Exhibit E

SCHOOL YEAR TAX YEAR	2011-12 2011	2012-13 2012	2013-14 2013	2014-15 2014	2015-16 2015	2016-17 2016
COLLECTION YEAR						
1 Orig. Levy	\$ 132,226,943	\$ 136,145,655	\$ 142,546,726	\$ 153,118,133	\$ 173,016,530	\$ 190,749,742
1 Collections	\$ 136,117,707	\$ 140,561,034	\$ 148,220,912	\$ 160,220,428	\$ 178,165,007	\$ -
Adj. To Roll	\$ 5,417,190	\$ 5,652,043	\$ 6,929,880	\$ 8,680,375	\$ 6,464,264	\$ 7,785,509
2 Collections	\$ 915,762	\$ 739,542	\$ 739,176	\$ 1,241,817	\$ 148,178	
Adj. To Roll	\$ (64,337)	\$ 65,612	\$ 242,601	\$ 171,330	\$ (20,799)	
3 Collections	\$ 286,833	\$ 315,459	\$ 356,754	\$ 33,596		
Adj. To Roll	\$ 162,075	\$ 445,748	\$ (43,936)	\$ 11,206		
4 Collections	\$ 308,264	\$ 277,404	\$ (6,524)			
Adj. To Roll	\$ 518,252	\$ (85,151)	\$ (8,308)			
5 Collections	\$ 255,490	\$ 15,714				
Adj. To Roll	\$ (92,689)	\$ 12,832				
6 Collections	\$ 15,717					
Adj. To Roll	\$ 14,007					
TOTAL:						
COLLECTIONS	\$ 137,899,774	\$ 141,909,153	\$ 149,310,318	\$ 161,495,841	\$ 178,313,186	\$ -
ADJUSTED TAX ROLL	\$ 138,181,440	\$ 142,236,739	\$ 149,666,963	\$ 161,981,044	\$ 179,459,995	\$ 198,535,252
BALANCE TO BE COLLECTED	\$ 281,666	\$ 327,585	\$ 356,645	\$ 485,203	\$ 1,146,809	\$ 198,535,252
ADJ. TAXABLE VALUE	\$ 9,940,753,211	\$ 10,232,490,815	\$ 10,767,020,110	\$ 11,652,893,319	\$ 12,910,326,591	\$ 14,282,597,861
TOTAL % COLLECTIONS AS OF OCTOBER 31, 2016	99.8%	99.8%	99.8%	99.7%	99.4%	0.0%
TAX RATE	1.39005	1.39005	1.39005	1.39005	1.39005	1.39005

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

Below is a list of invoices that have been approved for payment.

CenterPoint (Lindsey ES)	Application # 1	\$	7,781.65
Charlie Kalkomey (Support Services)	Application # 1	\$	16,000.00
Charlie Kalkomey (Support Services)	Application # 1	\$	11,000.00
Drymalla Construction (Fulshear HS)	Application # 28	\$	3,474,828.90
Drymalla Construction (Leaman JHS)	Application # 28	\$	1,707,044.20
Drymalla Construction (Lindsey Elementary)	Application # 5	\$	2,416,054.25
Drymalla Construction (Transportation Satellite)	Application # 28	\$	157,765.35
Gamma Construction (Bentley ES)	Application # 12	\$	1,612,169.00
Gilbane (2011 Bond Program)	Application # 54	\$	29,745.00
PBK Architects (Bentley ES -- Reimbursables)	Application # 9	\$	688.75
PBK Architects (Foster HS - Pool)	Application # 2	\$	5,362.50
PBK Architects (Fulshear HS – Pool)	Application # 2	\$	3,128.12
PBK Architects (George Ranch HS – Pool)	Application # 2	\$	3,128.12

Terracon (Bentley ES)	Application # 11	\$	2,625.00
Terracon (Carter ES)	Application # 1	\$	2,450.00
Terracon (Culver ES)	Application # 1	\$	2,450.00
Terracon (Fulshear HS - Pool)	Application # 1	\$	5,500.00
Terracon (George Ranch HS - Pool)	Application # 1	\$	5,400.00
Terracon (Lindsey ES)	Application # 5	\$	11,354.00
VLK Architects (Carter ES)	Application # 1	\$	87,615.00
VLK Architects (Lamar CHS Band Hall)	Application # 1	\$	937.50
VLK Architects (Misc. Renovations 2015 – Reimbursables)	Application # 5	\$	1,535.99
VLK Architects (Terry HS Band Hall)	Application # 1	\$	937.50
Vanir, Rice & Gardner (2014 Bond Program)	Application # 16	\$	222,584.00

Resource person: Kevin McKeever, Administrator for Operations



**Monthly Report
2011 Bond Program**

**11.B.#6a. – PLANNING
BOARD REPORT
NOVEMBER 17, 2016**

EXECUTIVE SUMMARY

EXECUTIVE REPORT

	<u>BUDGET</u>	<u>COMMITTED</u>	<u>UNCOMMITTED</u>	<u>PAID</u>
NEW FACILITIES	194,838,196.00	7,399,358.06	11,431,404.27	176,007,433.67
EXISTING FACILITIES	22,102,261.70	107,366.07	4,251,592.00	17,743,146.87
LAND	2,918,653.00	1,600.00	294.19	2,916,758.81
TRANSPORTATION	6,100,779.00	-	836,905.00	5,263,874.00
TECHNOLOGY	21,168,000.00	124,158.25	2,358,577.31	3,683,328.51
MISCELLANEOUS	-	-	-	-
TOTAL	<u>247,127,889.70</u>	<u>7,632,482.38</u>	<u>18,878,772.77</u>	<u>205,614,541.86</u>

Current 2011 Bond Program Projects:

Churchill Fulshear (Jr.) HS, Dean Leaman JHS, & Sitework:

(Refer to Design Development booklet for floor plans)

- ❖ Substantial Completion issued July 1, 2016.
- ❖ Final punch list items have been completed.
- ❖ Project is in close-out and warranty phase.



Fulshear HS



Dean Leaman JHS



Field House



Competition Football Field

Churchill Fulshear (Jr.) HS is part of a new 101 acre campus in Fulshear, TX. It includes a 350,000 sf main building, 32,400 sf field house, teacher and student parking, separate bus drop-off, dual gymnasiums, dedicated CTE spaces, competition and practice ball fields, tennis courts and band practice areas.



Ag Barn #2 is a new 15,600 sf facility located on FM 359.



New AG Barn #2:

- ❖ Proposals from five contractors were received on July 26, 2016. BLS Construction was approved by the Board at the regular August meeting.
- ❖ Plans were submitted and approved by FBC MUD No. 142. Approval letter was sent to FBC Engineering; however, the MUD Board is going to require annexation of the property before they will provide water/sewer service. This process is started and will be handled concurrently with Bentley ES.
- ❖ Plans were submitted and approved by FBC Engineering. A request for an early start was approved by the County Commissioner on October 4th. The full development permit was issued on 10/25/2016.
- ❖ The plat has been approved and signed by the City of Houston. With the receipt of approval from FBC Engineering, this item will now be placed on the Commissioner's Court agenda for approval.
- ❖ BLS was given notice to proceed upon receipt of the early start approval. The contractor has mobilized on-site and has done site grading and drainage. The detention pond has been constructed along with drainage swales. The entrance roadway has been graded and is being constructed.
- ❖ The building pad has been excavated and is being constructed in accordance with recommendations from the geotechnical engineer.



Adolphus Elementary

2011 Bond Closed Projects:

Adolphus Elementary

New 90,700 sf elementary school located in Longmeadow Farms Subdivision in Richmond, TX. The campus includes 42 classrooms with Promethean boards, gymnasium with stage, music room, library, play areas, teacher and visitor parking and separate bus drop off areas.

Uncommitted funds as of July 1, 2016: \$968,368.51



Ag Barn renovations

Agricultural Barn Renovations

The renovation included adding a new 10' canopy around $\frac{3}{4}$ of the building, added ventilation fans, new men and women restroom facilities, an interior storage room, grading and drainage work around the building perimeter, new electronic gate software, additional security cameras and new tarps for all of the animal pens.

Uncommitted funds as of July 1, 2016: \$59,322.73



George Ranch HS Shell Build-Out

George Ranch High School Build-Out

The project included the build-out of 14 standard classrooms and 4 science labs inside the existing high school building.

Uncommitted funds as of July 1, 2016: \$1,000,871.28



Polly Ryon Middle School

Polly Ryon Middle School

The project included a new 80,000 sf middle school campus located on the existing George Ranch HS complex in Richmond, TX. The facility includes 22 classrooms with SMART board technology, a cafeteria with performance stage, library, 5 science labs, dedicated fine arts rooms, visitor and staff parking and separate bus drop off areas.

Uncommitted funds as of July 1, 2016: \$1,083,368.69

Traylor Stadium Track & Turf

The project included the replacement of the turf & subgrade for the competition football field, as well as installation of a new track surface.

Uncommitted funds as of June 1, 2015: \$0.00



Traylor Stadium Track & Turf

District Competition Natatorium

The District Natatorium is a new 36,000 sf competition swimming facility with an eight lane heated pool, diving well, weight room, classrooms, offices, spectator seating and judges stands. The complex is located adjacent to Traylor Stadium in Rosenberg, TX.

Uncommitted funds as of July 1, 2016: \$471,474.05



BF Terry High School

George Junior High School



Lamar High School



Bowie Elementary School



Jackson Elementary School

Miscellaneous Renovations (2013) to Terry HS, Lamar HS, George JHS, Jackson ES & Bowie ES

Terry High School (Rosenberg, TX): Renovations included a 6,200 sf addition for 2 art rooms and 1 standard classroom; remodel of the CTE areas to include to new PLTW classrooms and shop area; remodel of the existing wood shop to include new storage, exterior doors and an added classroom; remodel of the existing Ag shop and classroom to include new welding stations and integrated oxygen/acetylene manifold system and a new canopy and graphics at the campus main entry. All classrooms received new marker boards and homeland security locksets. Additional project upgrades included resurfacing the existing tennis courts.

Uncommitted funds as of July 1, 2016: \$600,993.12

George Junior High School (Rosenberg, TX): Renovations included new paint and graphics in both gyms and floor resurfacing in the competition gym; chilled water piping was replaced throughout the school; remodel of the existing Ag shop, storage and office areas; additional security cameras were added and homeland security locksets were added to all classrooms. Additional project upgrades included floor resurfacing and repair in the competition gymnasium.

Uncommitted funds as of July 1, 2016: \$423,579.04

Lamar High School (Rosenberg, TX): Renovations to the CTE areas of the school included relocation of exhaust systems in the existing auto-tech shop; outfitting of lifts and exhaust for a future auto-tech shop expansion; repair and painting of the exterior yard vehicle canopy and fenced enclosure; new electronic gate for vehicle storage area; new exhaust hood system in the Ag shop and installation of an integrated oxygen/acetylene manifold system.

Uncommitted funds as of July 1, 2016: \$13,575.35

Bowie Elementary School (Rosenberg, TX): Renovations included replacement or modification of existing classroom casework; new classroom doors; a new sidewalk from the school to Ruby Street; ceiling tile replacement; grading and drainage work and all classrooms received homeland security locksets.

Uncommitted funds as of July 1, 2016: \$184,453.45

Jackson Elementary School (Rosenberg, TX): Renovations included a 470 sf kitchen addition with an office, laundry and restrooms; all flooring was replaced in the hallways with ceramic or vinyl tile; an additional canopy was installed outside the gymnasium; restrooms were renovated to remove trough urinals; various HVAC equipment was replaced; library doors were replaced and all classrooms received homeland security locksets. Additional project upgrades included new HVAC controls for the entire school.

Uncommitted funds as of July 1, 2016: \$658,591.95



Alternative Learning Center

Miscellaneous Renovations (2014) to Alternative Learning Center, Austin ES, Beasley ES, Foster HS, Lamar JHS, Lamar HS, Taylor Ray ES & Travis ES, --Closeout of the project is expected in January, 2015.

Alternative Learning Center (Rosenberg, TX): The project included a 2,770 sf addition for administrative offices, inspection, security and a clinic, as well as renovations to existing student restrooms, conversion of old offices to computer lab and conference areas, and ventilation, exhaust and new wood storage for the Ag shop.

Uncommitted funds as of July 1, 2016: \$20,652.94



Austin Elementary School

Austin Elementary School (Richmond, TX): The project included replacement of all air handlers; remodel of life skills storage area into a restroom; enclosure of existing mop sinks in mechanical rooms and removal/replacement of sidewalks around the perimeter of the building to address drainage issues.

Uncommitted funds as of July 1, 2016: \$131,466.50



Foster High School

Foster High School (Richmond, TX): Renovations to the Ag shop included additional welding stations with exhaust hoods, a new exterior canopy, covered material storage areas and installation of an integrated oxygen/acetylene manifold system.

Uncommitted funds as of July 1, 2016: \$59,641.00

Lamar High School (Rosenberg, TX): This project included replacement of two existing cooling towers at the Central plant serving the high school and junior high, as well as replacement of the boiler in the Lamar HS Fieldhouse.

Uncommitted funds as of July 1, 2016: \$13,575.35



Lamar High School

Travis Elementary School (Rosenberg, TX): The project included a new parent drop-off drive and canopy along Avenue K; a new staff parking lot at the rear of the school; boiler replacement and tie in of a chilled water loop for the HVAC system.

Uncommitted funds as of July 1, 2016: \$29,923.47

Beasley Elementary School (Beasley, TX): The project included the replacement of all air handlers in the building that had reached the end of their life cycle. (no photo)

Uncommitted funds as of July 1, 2016: \$18,379.72



Travis Elementary School

Lamar Junior High School (Rosenberg, TX): The project included replacement of two boilers that had reached the end of their life cycle. (no photo)

Uncommitted funds as of July 1, 2016: \$19,602.13

Taylor Ray Elementary School (Rosenberg, TX): Renovations consisted of the replacement of student restroom exhaust fans that had reached the end of their life cycle. (no photo)

Uncommitted funds as of July 1, 2016: \$16,764.57

Arredondo Elementary School (Richmond TX):



Arredondo Elementary School

A new 12 acre campus consisting of an 90,700 sf building, parking and play areas located in Summer Park subdivision in Richmond, TX
Uncommitted funds as of July 1, 2016: 1,668,190.94

The Traylor Stadium:



Traylor Stadium

This project included demolition of existing concession and restroom facilities, as well as the construction of a new long jump area and 3 new restroom/concession and ticket booth buildings to serve the stadium. New fencing was installed and parking was reconfigured and striped.
Uncommitted funds as of July 1, 2016: \$521,731.17

Miscellaneous Renovations (2015) to Campbell ES, Frost ES, Pink ES, Meyer ES, Dickinson ES, Williams ES, Smith ES, Navarro MS, Wessendorff MS & Seguin Early Childhood Center:



Meyer Elementary

Campbell Elementary School (Sugar Land, TX) – Provided web-based HVAC Controls Uncommitted funds as of July 1, 2016:\$7,342.99

Frost Elementary School (Richmond, TX) – Provided web-based HVAC Controls Uncommitted funds as of July 1, 2016:\$ 11,091.00

Pink Elementary School (Richmond, TX) – Provided web-based HVAC Controls Uncommitted funds as of July 1, 2016: \$7,743.00



Navarro MS

Meyer Elementary School (Richmond, TX) – Replaced existing electric drinking fountain with manual drinking fountain. Replaced existing boiler. Renovated an existing set of restrooms to meet ADA standards. Installed new canopy adjacent to existing canopy. Uncommitted funds as of July 1, 2016: \$29,019.00

Dickinson Elementary School (Sugar Land, TX) – Installed new handicap accessible sink and free standing utility sink in art room. Replaced existing electric drinking fountain with manual drinking fountain. Replaced and relocated electric water heaters. Replaced existing boiler. Uncommitted funds as of July 1, 2016:\$21,698.57



Dickinson Elementary

Williams Elementary School (Richmond, TX) – Upgraded exterior lighting. Uncommitted funds as of July 1, 2016: \$247,843.00

Smith Elementary School (Rosenberg, TX) – Replaced existing boiler.

Navarro Middle School (Rosenberg, TX) – Replaced existing drainage area to resolve parking lot flooding. Installed new drive. Installed new wall pack lighting. Uncommitted funds as of July 1, 2016: \$33,513.01

Wessendorff Middle School (Rosenberg, TX) – Replaced existing boiler. Uncommitted funds as of July 1, 2016: \$6,580.82



Seguin Early Childhood Center

*Seguin Early Childhood Center (Richmond, TX) – Installed new parking lot and canopy to provide safe drop-off area. Replaced existing electric drinking fountain with manual drinking fountain. Replaced windows in office and classroom areas. **Uncommitted funds as of July 1, 2016:\$53,371.11***

COMMUNITY SITES

- A Fort Bend County Fairgrounds
- B George Memorial Public Library
- C Oak Bend Medical Center
- D Rosenberg Civic Center

SECONDARY CAMPUSES

- H1 Foster HS
- H2 Fulshear HS
- H3 George Ranch HS
- H4 Lamar Consolidated HS
- H5 Terry HS
- J1 Briscoe JH
- J2 George JH
- J3 Lamar JH
- J4 Leaman JH
- J5 Reading JH
- M1 Navarro MS
- M2 Ryon MS
- M3 Wertheimer MS
- M4 Wessendorff MS

ELEMENTARY CAMPUSES

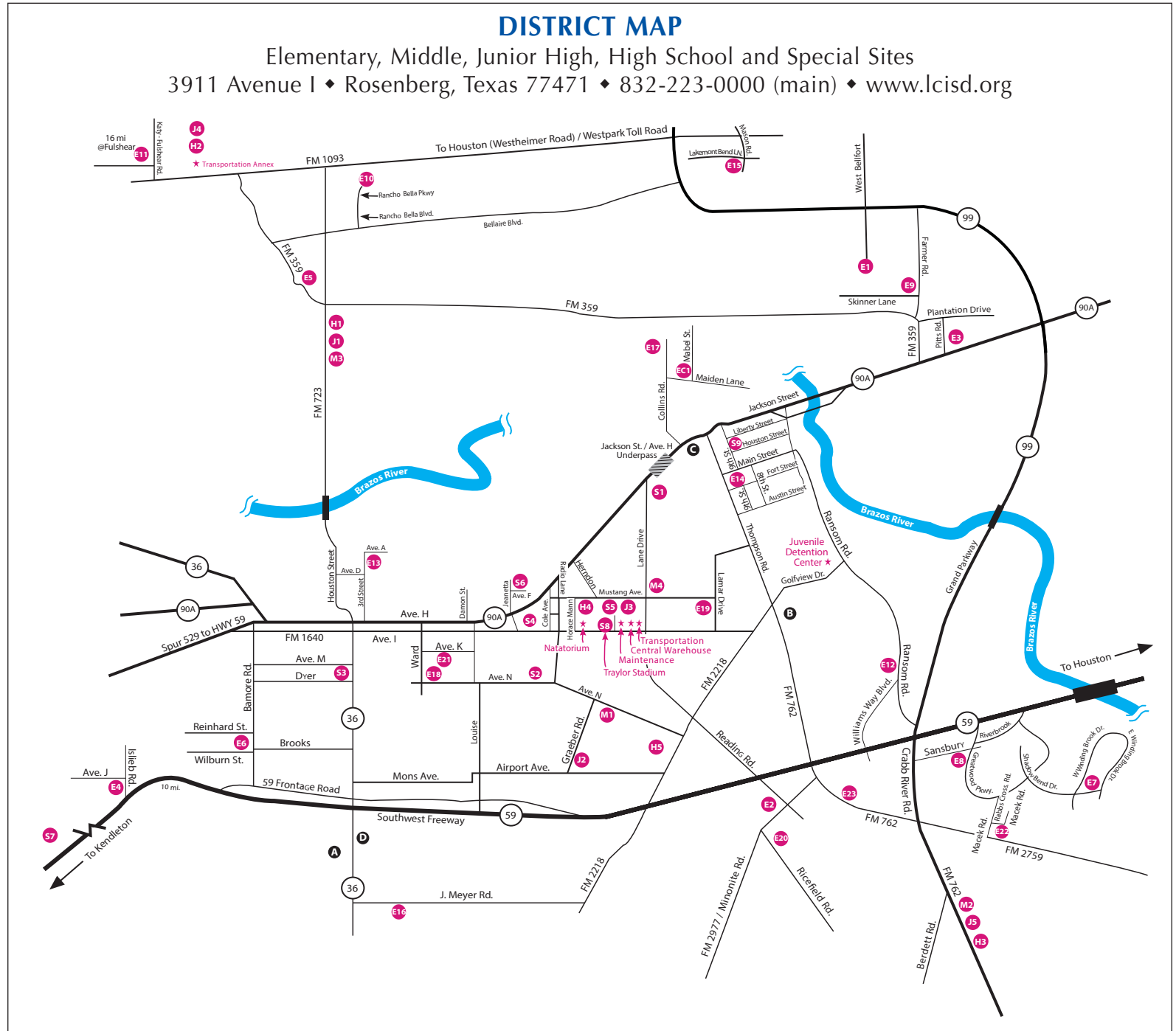
- E1 Adolphus ES
- E2 Arredondo ES
- E3 Austin ES
- E4 Beasley ES
- E5 Bentley ES
- E6 Bowie ES
- E7 Campbell ES
- E8 Dickinson ES
- E9 Frost ES
- E10 Hubenak ES
- E11 Huggins ES
- E12 Hutchison ES
- E13 Jackson ES
- E14 Long ES
- E15 McNeill ES
- E16 Meyer ES
- E17 Pink ES
- E18 Ray ES
- E19 Smith ES
- E20 Thomas ES
- E21 Travis ES
- E22 Velasquez ES
- E23 Williams ES
- EC1 Seguin Early Childhood Center

SPECIAL SITES

- S1 1621 Place
- S2 Administrative Annex
- S3 Alternative Learning Center
- S4 Brazos Crossing Administration Building
- S5 Development Center
- S6 Fort Bend Alternative School
- S7 Powell Point
- S8 Athletics/Traylor Stadium
- S9 Special Needs Center

DISTRICT MAP

Elementary, Middle, Junior High, High School and Special Sites
 3911 Avenue I ♦ Rosenberg, Texas 77471 ♦ 832-223-0000 (main) ♦ www.lcisid.org



EXECUTIVE SUMMARY

Bond Sale 1	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Carl Briscoe Bentley Elementary (#24)	22,010,055.00	21,081,992.82	928,062.18	12,774,607.37	22,010,055.00
Kathleen Joerger Lindsey Elementary (#25)	23,770,861.00	20,174,151.65	3,596,709.35	6,622,554.45	23,770,861.00
Don Carter Elementary School (#26)	24,959,404.00	2,213,086.00	22,746,318.00	872,292.00	24,959,404.00
FHS Baseball	40,000.00	29,250.00	10,750.00	29,250.00	40,000.00
FHS Water Plant	990,000.00	107,400.00	882,600.00	48,000.00	990,000.00
HVAC Web Controls	1,056,000.00	108,000.00	948,000.00	38,575.00	1,056,000.00
LCHS Band Hall	700,000.00	74,975.00	625,025.00	36,830.00	700,000.00
Pink Elementary- Foundation	1,056,000.00	527,728.00	528,272.00	462,893.00	1,056,000.00
Practice Pool - Foster High School	8,855,872.00	930,598.00	7,925,274.00	95,575.00	8,855,872.00
Practice Pool - Fulshear High School	8,855,872.00	751,848.00	8,104,024.00	76,668.75	8,855,872.00
Practice Pool - George Ranch High School	8,855,872.00	751,748.00	8,104,124.00	75,985.75	8,855,872.00
Support Services Center	12,146,000.00	1,199,030.00	10,946,970.00	594,074.00	12,146,000.00
THS Band Hall	700,000.00	75,330.00	624,670.00	37,060.00	700,000.00
*THS Baseball	2,400,000.00	110,180.00	2,289,820.00	74,980.00	2,400,000.00
Sub Total - Bond Sale 1	116,395,936.00	48,135,317.47	68,260,618.53	21,839,345.32	116,395,936.00
Bond Sale 2					
Elementary 27	24,959,404.00	1,002,385.00	23,957,019.00	0.00	24,959,404.00
Elementary 28	26,207,374.00	1,002,385.00	25,204,989.00	0.00	26,207,374.00
James W. Roberts Middle School	22,342,493.00	893,700.00	21,448,793.00	0.00	22,342,493.00
Fulshear HS Shell	3,849,077.00	179,026.00	3,670,051.00	0.00	3,849,077.00
Satellite Ag Barn	3,786,750.00	189,000.00	3,597,750.00	0.00	3,786,750.00
Sub Total - Bond Sale 2	81,145,098.00	3,266,496.00	77,878,602.00	0.00	81,145,098.00
Grand Total	197,541,034.00	51,401,813.47	146,139,220.53	21,839,345.32	197,541,034.00

*Budget Increased by the Board in August

Additional Projects	Current Budget	Committed	Projected Commitments	Actuals Paid	Estimated Cost at Completion
Access Controls	800,000.00	0.00	800,000.00	0.00	800,000.00
Huggins Elementary School	700,000.00	22,210.00	677,790.00	8,560.00	700,000.00
Chiller Replacement	1,200,000.00	60,000.00	1,140,000.00	0.00	1,200,000.00
Site Lighting	1,600,000.00	0.00	1,600,000.00	0.00	1,600,000.00
Grand Total	4,300,000.00	82,210.00	4,217,790.00	8,560.00	4,300,000.00

PROGRAM OVERVIEW

Vanir | Rice & Gardner, A Joint Venture, is serving as the Program Managers for the 2014 Bond Program for Lamar CISD. In this role, we provide leadership for managing individual projects, and interface with architects and contractors. We are the liaison between LCISD Administration, Departments and Schools to coordinate all activities necessary to successfully complete each project.

We also provide program wide oversight and look for efficiencies, cost reduction and quality assurance opportunities.

Accomplishments This Month:

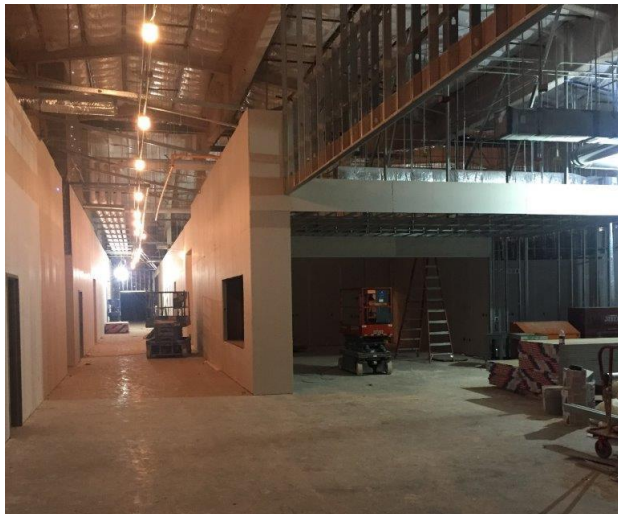
- Completed dry-in at Bentley Elementary School
- Casework installed at Bentley Elementary School
- Completed topping floor slab at Lindsey Elementary School
- Received contractor proposals for Chiller Replacement project
- Completed Terry High School Baseball Complex Renovations Construction Documents

CARL BRISCOE BENTLEY ELEMENTARY SCHOOL



OVERVIEW

- Completed dry-in of school.
- Paving is 95% complete and the main driveway has been completed.
- Ductwork installation, fire sprinklers, plumbing piping and electrical conduit is 95% complete.
- Drywall has been completed, painting has begun, ceiling grid is being installed and casework has been installed in the classroom wing.
- CenterPoint has installed the transformer and preparing to connect permanent power to the facility.
- FM 359 road widening and traffic signal improvements are underway.
- As of 10/31/16, the construction contract is approximately 75% complete.



SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Start: October 16, 2015
- Projected Completion: December 19, 2016

KATHLEEN JOERGER LINDSEY ELEMENTARY SCHOOL



SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Start: April 22, 2016
- Substantial Completion: June 23, 2017

OVERVIEW

- Submittals are approximately 95% complete.
- Site driveway paving is approximately 95% complete.
- Topping slabs are complete.
- Steel framing is approximately 90% complete and all steel is on-site.
- Chillers have been placed in the mechanical service yard.
- As of 10/31/16, the construction contract is 40% complete.

DON CARTER ELEMENTARY SCHOOL



OVERVIEW

- The Design Development phase continues to refine building systems and details.
- A cost estimate is being prepared to confirm the design remains in budget.
- The District is continuing to perform their due diligence in evaluating the suitability of a proposed site for the new Carter Elementary School.
- Geotechnical studies, platting and topographic survey reports have been initiated to assist in the design of the site.

SCHEDULE MILESTONES

- Current Phase: Design
- Construction Start: 2nd Quarter 2017
- Construction Completion: Third Quarter 2018

SUPPORT SERVICES CENTER



Maintenance and Operations



Support Services

The Support Services facility project will provide space to expand Purchasing & Materials Management, Food Service Support, Maintenance & Operations and Graphic Arts.

SCHEDULE MILESTONES

- Current Phase: Design
- Construction Start:
 - Phase 1: 2nd Quarter 2017
 - Phase 2: 1st Quarter 2018

OVERVIEW

- Cost estimates for the design of the facility are being evaluated to finalize the scope of the project.

Phase 1

- Maintenance and Operations will be constructed on the new site.

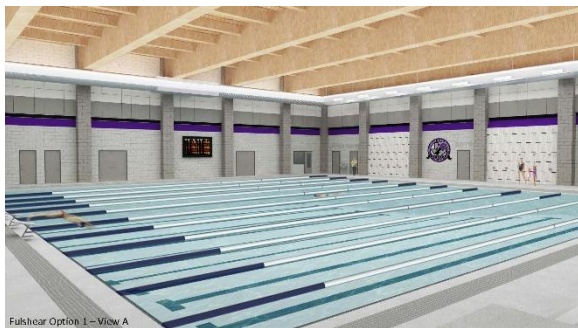
Phase 2

- Existing structures currently housing M&O, Purchasing and Food Service will be renovated. A new dock area and enclosed link will be constructed between the two existing buildings enhancing access and providing additional parking for the football stadium.

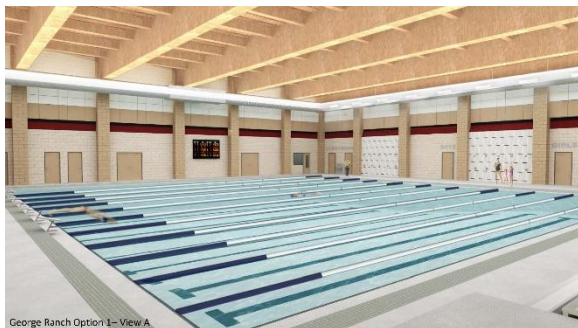
PRACTICE POOLS
Foster High School
Fulshear High School
George Ranch High School



Foster Option 1-View A
Foster High School



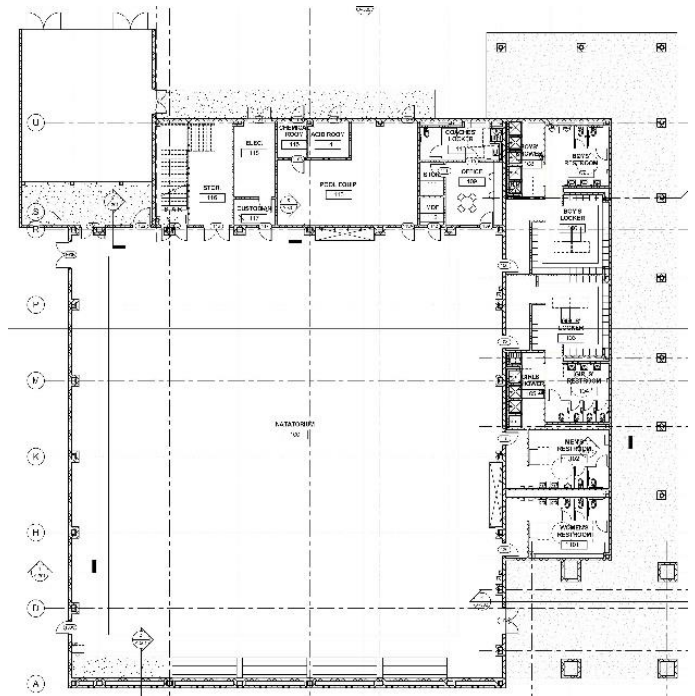
Fulshear Option 1-View A
Fulshear High School



George Ranch Option 1-View A
George Ranch High School

SCHEDULE MILESTONES

- Current Phase: Design Development
- Construction Start: 2nd Quarter 2017
- Construction Completion: 3rd Quarter 2018



OVERVIEW

- A Design Development cost estimate is being finalized to ensure that the projects are within budget.
- The layout and features of the pool have been reviewed and adjusted to offer the best value for LCISD.
- Final floor plan adjustments have been made for the design.
- Geotechnical reports have been completed and are being used for the design of the building foundations, slabs and driveways.
- Interior color schemes have been developed and presented to the Building Committee for their review.

BASEBALL COMPLEX RENOVATIONS

Terry High School



SCHEDULE MILESTONES

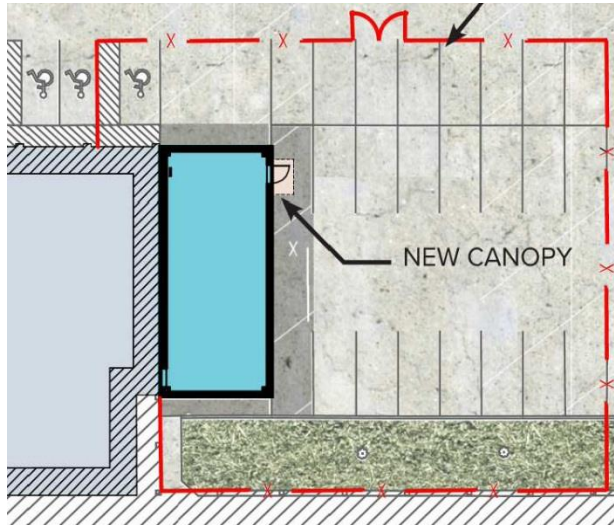
- Current Phase: Pre-Bidding
- Construction Start: 1st Quarter 2017
- Substantial Completion: 3rd Quarter 2017

OVERVIEW

- The design has been completed for the Terry High School Baseball / Softball Complex improvements.
- Major elements include: new bleachers, new dugouts, new ticket/restroom/concessions building, new press boxes, new softball field lighting, new parking and paving.
- The project is planned to advertise for Competitive Sealed Proposals in November 2016.
- Anticipated contract award scheduled for December 2016.
- Construction is planned to begin in January 2017 and will be phased to work around the baseball and softball seasons.

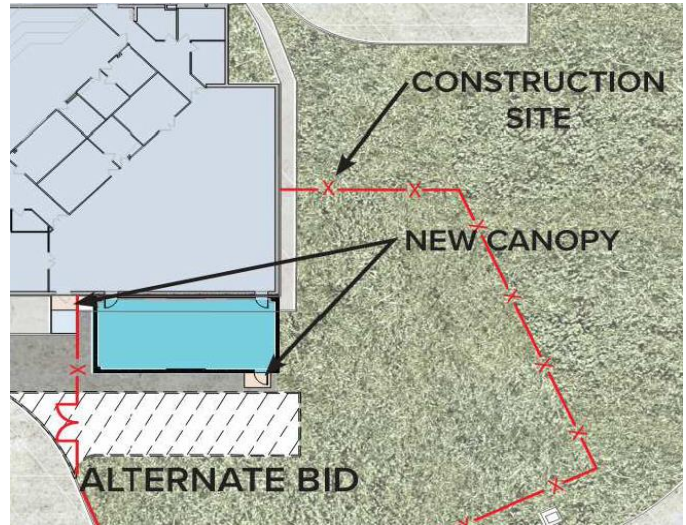
BAND HALL EXPANSION

Lamar Consolidated High School

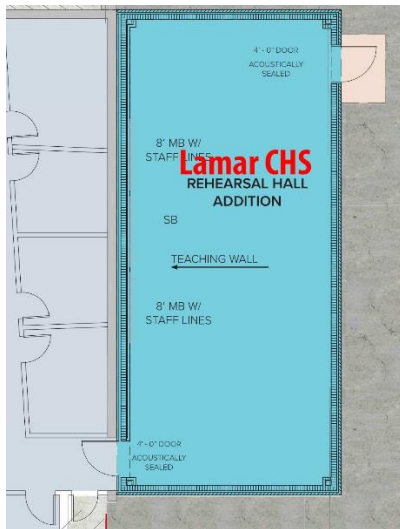


Lamar CHS New Rehearsal Hall

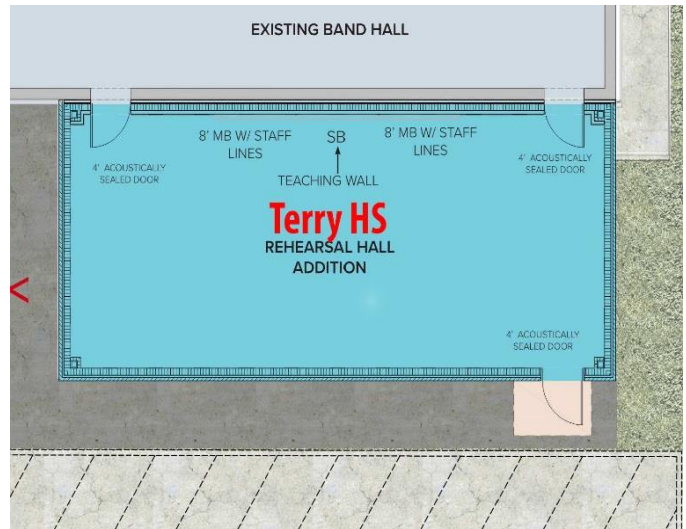
Terry High School



Terry HS New Rehearsal Hall



Lamar CHS New Rehearsal Hall



Terry HS New Rehearsal Hall

SCHEDULE MILESTONES

- Current Phase: Design Development
- Construction Start: 2nd Quarter 2017
- Construction Completion: 4th Quarter 2017

OVERVIEW

- Revised Scope: new rehearsal hall addition (1400 sq. ft. overall). Design Development Board approval is planned for November 2016.

HUGGINS ELEMENTARY SCHOOL NEW PARENT DRIVE



SCHEDULE MILESTONES

- Current Phase: Construction
- Construction Completion: 1st Quarter 2017

OVERVIEW

- Phase 1 Construction: Construction of new faculty parking lot (53 parking spaces) is complete.
- Phase 2 Construction: Construction of new parent driveway, canopy and site lighting scheduled is currently in progress.
- Anticipated Completion by January 2017.

FOSTER HIGH SCHOOL WATER PLANT UPGRADES



SCHEDULE MILESTONES

- Current Phase: Design
- Construction Start: 2nd Quarter 2017
- Construction Completion: 4th Quarter 2017

OVERVIEW

- A design schedule has been developed.
- A new water well, new water storage tank and interconnecting piping and pumps are planned to provide additional water capacity on the 3 school site.
- Preliminary design phase has begun.
- Proposals for geotechnical studies and pollution hazard survey have been submitted for Board approval.

SATELLITE AG BARN #3

SCHEDULE MILESTONES

- Current Phase: Program Development
- Construction Start: Pending Site Selection

OVERVIEW

- A detailed program of requirements and building area requirements have been developed by the Architects following multiple meetings with the Building Committee.
 - Satellite Ag Barn #2 and #3 have been programmed together.
 - A site for the Satellite Ag Barn #3 has not been selected.
 - Project is on hold until a site has been identified.
-

HVAC WEB-BASED CONTROLS



OVERVIEW

- Design phase has begun with the development of the scope of work required at 8 existing sites.
- The work will include replacing control systems to communicate to the District Maintenance staff over the internet, replacing the dial-up modems currently in use at 8 sites.

SCHEDULE MILESTONES

- Current Phase: Design
- Construction Start: 1st Quarter 2017
- Construction Completion: 3rd Quarter 2017

CHILLER REPLACEMENT



SCHEDULE MILESTONES

- Current Phase: Proposal Evaluation and Contract Award
- Construction Start: 1st Quarter 2017
- Construction Completion: 2nd Quarter 2017

OVERVIEW

- Competitive Sealed Proposals were received October 25th.
- Six (6) contractors submitted proposals.
- Evaluations of proposals have been completed and a recommendation for award will be submitted for Board approval.
- Six schools:
 - Alternative Learning Center
 - Frost Elementary School
 - Huggins Elementary School
 - Seguin Early Childhood Center
 - Travis Elementary School
 - Wessendorff Middle School

ACCESS CONTROLS



SCHEDULE MILESTONES

- Current Phase: Design
- Construction Start: 3rd Quarter 2017
- Construction Completion: 4th Quarter 2017

OVERVIEW

- Design schedule has been developed for the district-wide Access Controls.
- Project is planned to provide a system to allow card access to all schools in the District.

FUTURE PROJECTS

OVERVIEW

- The future projects in the 2014 Bond Program will be reported on as they begin:
- **Bond Sale 2**
 - a. **Elementary #27**
 - b. **Elementary #28**
 - c. **Fulshear 6th Grade School**
 - d. **Fulshear Shell Space Build-Out**

COMPLETED PROJECTS

Foster High School Baseball Scoreboard Completed March 2016

INFORMATION ITEM: PROJECTS FUNDED BY 2011 AVAILABLE BOND FUNDS

The list below are projects that the Board has approved to move forward with 2011 available funds:

DISTRICT FENCE PROJECT:

CSP #37-2016ML was approved at the September 2016 Regular Board meeting. A pre-construction meeting took place on September 29th at 1:00pm. The Anchor Group has submitted submittal information and they have been approved. The material has been ordered.

Project Budget \$450,000

CHILLER REPLACEMENT PROJECT:

VANIR Rice & Gardner are managing this project. Estes, McClure and Associates were approved at the September 2016 Regular Board Meeting. Specifications are out and advertisements placed. The proposals will be opened October 20th. This project is on the Board for approval this month.

Project budget \$1,200,000

PARKING LOT LIGHTING RETROFIT:

VANIR Rice & Gardner have offered to manage this project and the amendment to their contract is on this month's agenda. The service order to KCI is on the Board agenda for approval this month. Upon approval, KCI will prepare a set of specifications for the procurement process.

Project Budget \$1,600,000

HUGGINS PARKING AND PARENT DROPOFF:

VANIR Rice & Gardner are managing this project. Bass Construction has been progressing very well and on schedule.

Project Budget \$700,000

ACCESS CONTROL PROJECT:

VANIR Rice & Gardner are managing this project. KCI Technology has started the design process for the access control project.

Access Control Budget \$800,000

TERRY HIGH BASEBALL PROJECT:

This project is a 2014 Bond project managed by VANIR Rice & Gardner. At the August Board Meeting the Board of Trustees approved additional scope for this project and approved the additional funds to cover the project from the 2011 available funds. Proposals will be opened in late November and a recommendation will be on the December Board agenda.

Additional Budget of \$1,425,000

TOTAL BUDGET FOR AVAILABLE FUND PROJECTS = \$6,175,000

Resource Person: Kevin McKeever, Administrator for Operations

INFORMATION ITEM: TRANSPORTATION UPDATE

PERSONNEL CHANGES:

During the month of October, the following changes were made:

Trainees hired:	4
Drivers leaving the Dept.	0
Full time drivers hired:	3
Drivers waiting driving test	1
Bus aides hired:	0

Hiring Incentive Paid:	Employee	Referrer
Initial	5	3
Six months	1	1

We are continuing to be successful with CDL testing, and are having fewer delays in scheduling tests since DPS changed their test scheduling procedures. The scheduling process changed from an online procedure to now being done by email. Commercial CDL truck driving schools had been monopolizing testing dates, and the new process has eliminated that, and we are now able to schedule driving tests within three weeks in Rosenberg. The delay had been up to three months prior to the change.

ACCIDENTS:

The department had 4 on the road accidents in October.

Date	Bus #	Location	Action	Preventable
10/4/16	33	US59 and TX36	Bus sideswiped by car	Non
10/7/16	130	Santa Barbara and Vicinti	Bus hit taco truck	P
10/7/16	287	Main and 8 th	Bus hit car mirror	P
10/11/16	201	1303 Windsor	Bus hit mailbox	P

FIELD TRIPS:

Site	Number of Trips	Bus Miles	Sped Bus Miles	Truck Miles	White Fleet Miles
Rosenberg	486	32023	408	3603	1394
Fulshear	159	13089	63	1347	612

VEHICLE MAINTENANCE:

The Maintenance Department responded to a total of thirteen (13) breakdowns where the bus needed attention or replacement on the road.

Fuel Usage	Rosenberg	Fulshear
Diesel	34,312	19,382
Unleaded	6303	404

ROUTING AND SCHEDULING:

We have the following routes in operation

Track	AM / PM Routes	Mid-day Routes
Blue	29	4
Red	45	9
Gold	37	6
Maroon	46	8
Purple	15	4
Special Needs	40	30
Contracted with ALC	10 routes / 17 students	

TRAINING AND OTHER EVENTS:

On October 19th, Mike Jones attended a transportation advisory committee meeting at the Region IV Education Service Center. The meeting again focused on DPS licensing procedures. Progress was made in that DPS changed their driving test scheduling procedures, eliminating fraud, and shortening wait times for test dates.

STUDENT DISCIPLINE:

A total of 414 discipline reports were issued in October.

Resource Persons: Kevin McKeever, Administrator for Operations
Mike Jones, Director of Transportation

**INFORMATION ITEM: ENERGY MANAGEMENT REPORT
JUNE – AUGUST 2014, 2015, 2016**

This report reflects an overall increase of 2,557,600.75 Kwh for June through August 2016 from the previous year, 2015. For the same time period compared to the year 2014 the report reflects an increase of 4,430,727.08 Kwh.

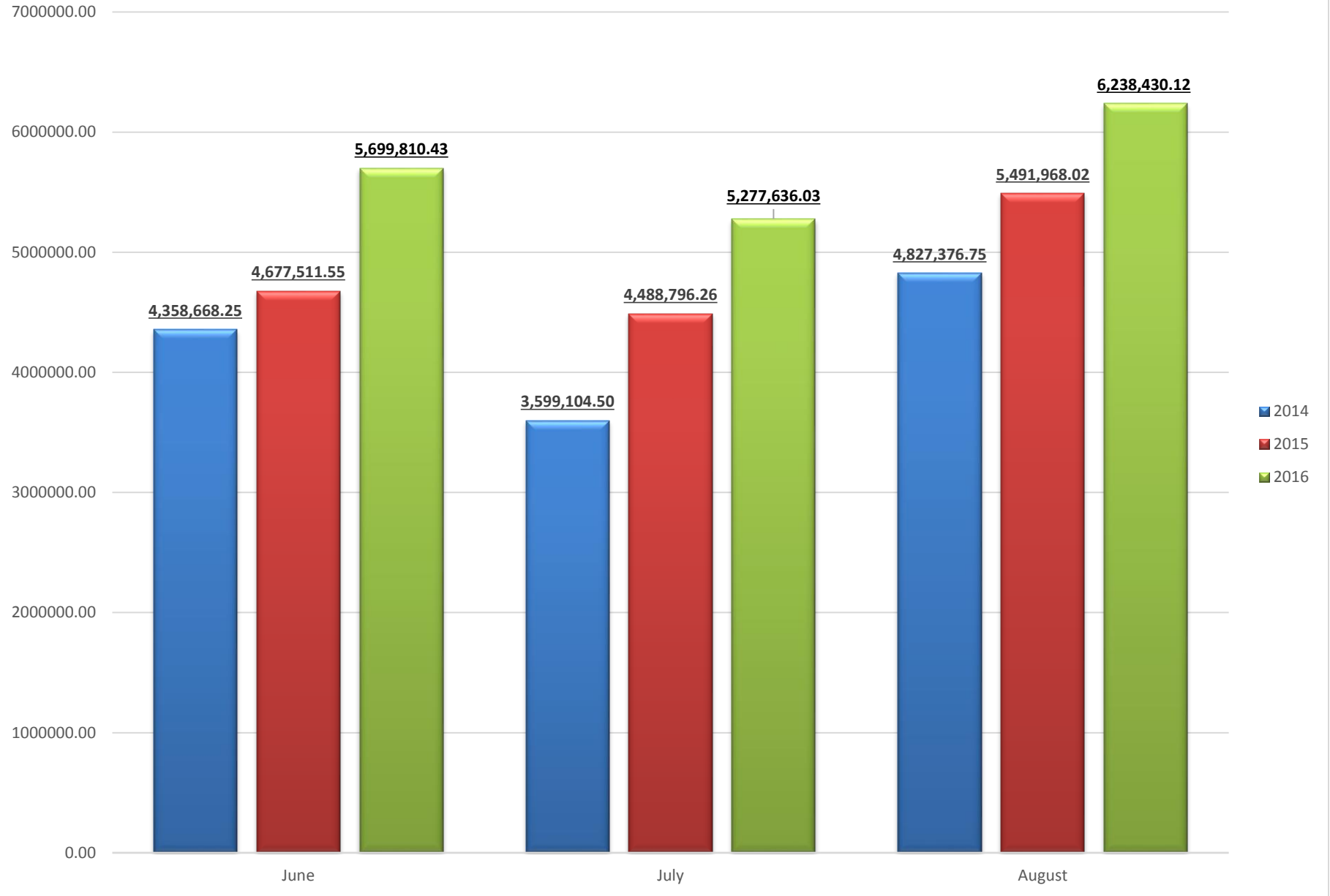
Using the baseline approach, the District reflects an increase of 503,584.75 Kwh for June through August 2016 from the previous year, 2015. For the same time period compared to the year 2014 the report reflects an increase of 1,122,759.50 Kwh. The baseline does not include Arredondo Elementary, LCISD Natatorium, Fulshear High School and Leaman Junior High.

The locations with highest decreases in usage from the previous year for the same months are Alternative Learning Center, Briscoe Junior High, and Campbell Elementary. Decreases at Campbell Elementary can be attributed to the installation of the new, more efficient chillers during spring break.

We are monitoring and trending the temperatures and the operation times to insure that we are running when scheduled. We have completed an upgrade for one of our control systems that gives us an improved way to monitor our schools. We continue to be diligent in our task to find ways to become more efficient without affecting the school day.

Resource Person: Kevin McKeever, Administrator for Operations

Lamar CISD Kwh Use - June - August 2014, 2015, 2016



260

**Lamar CISD
Kwh Usage Snapshot
June - August 2014, 2015, 2016**

Use	Year		
Month	2014	2015	2016
June	4,358,668.25	4,677,511.55	5,699,810.43
July	3,599,104.50	4,488,796.26	5,277,636.03
August	4,827,376.75	5,491,968.02	6,238,430.12
Total	12,785,149.50	14,658,275.83	17,215,876.58
Arredondo Elementary		392,064.00	239,424.00
Natatorium - LCISD		637,248.00	701,760.00
Fulshear Jr. High School		224,640.00	2,003,520.00
Leaman Junior High			363,264.00
		1,253,952.00	3,307,968.00
		14,658,275.83	17,215,876.58
		(1,253,952.00)	(3,307,968.00)
Base Line	12,785,149.50	13,404,323.83	13,907,908.58

Lamar CISD - Electrical Kwh Usage - Usage - June - August 2014, 2015, 2016

Total Use	Year		
Building	2014	2015	2016
Huggins Elementary	242,752.00	238,683.00	228,968.00
1621 Place	20,541.00	18,608.00	20,777.00
Alternative Learning Center	135,552.00	137,088.00	107,040.00
Austin Elementary	147,072.00	148,224.00	163,968.00
Beasley Elementary	144,192.00	148,608.00	153,714.00
Bowie Elementary	172,992.00	181,632.00	185,856.00
Briscoe Junior High	760,730.00	811,534.08	765,339.84
Campbell Elementary	312,400.50	280,267.58	250,994.69
Dickinson Elementary	195,840.00	196,128.00	196,128.00
Foster High School	596,758.75	648,546.72	635,145.12
Frost Elementary	303,544.75	246,505.96	251,410.32
Jackson Elementary	225,048.00	236,999.00	262,853.00
Lamar High School	1,873,011.50	2,246,088.20	2,321,617.20
Meyer Elementary	194,291.00	193,029.00	203,532.00
Navarro Middle School	183,744.00	198,720.00	215,040.00
Pink Elementary	214,656.00	159,136.00	241,780.99
Seguin Elementary	178,563.00	160,978.00	168,447.00
Smith Elementary	137,280.00	116,352.00	128,256.00
Taylor Ray Elementary	221,184.00	237,600.00	280,224.00
Terry High School	840,325.75	837,429.40	881,869.72
Travis Elementary	276,106.00	310,889.47	304,421.95
Williams Elementary	210,432.00	221,568.00	241,920.00
Natatorium	77,844.00	75,548.00	63,019.00
Brazos Crossing	239,424.00	183,168.00	187,968.00
Hutchinson Elementary	272,124.25	246,591.20	249,223.19
Jane Long Elementary	393,909.75	386,244.66	422,287.73
George Junior High	601,029.50	511,287.12	552,581.28
Wessendorff Middle School	130,954.25	213,851.96	218,821.39
Band Road	83,500.00	73,672.00	87,353.00
Terry High School - Field House	85,440.00	100,992.00	98,880.00
Velasquez Elementary	246,603.50	278,175.55	267,494.11
McNeil Elementary	257,211.75	270,485.09	264,815.81
Wertheimer Middle	192,000.00	212,928.00	235,776.00
Staff Development Center	32,240.00	29,200.00	37,480.00
George Ranch High School	1,247,726.50	1,362,695.40	1,379,559.24
Hubenak Elementary	157,632.00	273,622.46	323,106.75
Thomas Elementary	249,984.00	247,104.00	297,024.00
Reading Junior High	268,104.75	263,371.98	272,217.89
Powell Point	71,237.00	114,212.00	89,662.00
Lamar Junior High	0.00	0.00	0.00
Satellite Transportation	163,968.00	180,288.00	190,080.00
Ryon Middle School	217,536.00	206,208.00	240,456.00
Adolphus Elementary	189,504.00	180,672.00	194,304.00
Lamar Baseball/Softball	20,160.00	19,392.00	26,496.00
Arredondo Elementary		392,064.00	239,424.00
Natatorium-LCISD		637,248.00	701,760.00
Fulshear High School		224,640.00	2,003,520.36
Leaman Jr.High			363,264.00
Total Use	12,785,149.50	14,658,275.83	17,215,876.58