

A banner with a light blue background and a yellow sun graphic on the left. The text 'Regular Board Meeting' is written in a large, bold, red, italicized font. The background of the banner features a repeating pattern of 'Lamar CISD' in a smaller, blue, sans-serif font.

Regular Board Meeting

Lamar Consolidated Independent School District
Board of Trustees
Thursday, February 21, 2013
7:00 PM

Michael Richard, President • Karen Mendoza, Vice President • Julie Thompson, Secretary
Dar Hakimzadeh • Sam Hopkins • Frank Torres • Rhonda Zacharias

**LAMAR CISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
BRAZOS CROSSING ADMINISTRATION BUILDING
3911 AVENUE I, ROSENBERG, TEXAS
FEBRUARY 21, 2013
7:00 PM**

AGENDA

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
4. Audience to patrons
5. Approval of minutes
 - A. January 15, 2013 - Special Meeting (Workshop) 6
 - B. January 17, 2013 - Regular Board Meeting 10
6. Board members reports
 - A. Meetings and events
7. Superintendent reports
 - A. Meetings and events
 - B. Information for immediate attention
 - C. Introductions
8. Public Hearing - LCISD Accountability Performance Report for 2011 - 2012
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 3. Consider contracting for election services with Fort Bend County 24
 4. Consider ratification of Financial and Investment Reports 58
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 6. Consider approval of resolutions proclaiming:
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 - b. Texas Public Schools Week 66
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 - b. Hubenak Elementary School
 - c. Reading Junior High School
 - d. Wertheimer Middle School
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11. 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_____)	222
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.	
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g. Superintendent's Evaluation and Contract	
2. Section 551.072 - For the purpose of discussing the purchase, exchange, lease or value of real property	
a. Land acquisition	
3. Section 551.071 - To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.	
a. Any item listed on the agenda	
b. Discuss pending, threatened, or potential litigation, including school finance litigation	
c. Discussion with legal counsel regarding redistricting	

RECONVENE IN OPEN SESSION

**Action on Closed Session Items
Future Agenda Items**

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 15th day of February 2013 at 3:30 p.m., this notice was posted on a bulletin board located at a place convenient to the public in the central administrative offices of the Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471, and in a place readily accessible to the general public at all times.


Karen Vacek
Secretary to Superintendent

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 15th day of January 2013, 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, Michael Richard, at 6:30 p.m.

Members Present:

Michael Richard	President
Karen Mendoza	Vice President
Julie Thompson	Secretary
Dar Hakimzadeh	Member
Sam Hopkins	Member
Rhonda Zacharias	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
Laura Lyons	Executive Director of Elementary Education
Walter Bevers	Executive Director of Secondary Education
Kathleen Bowen	Executive Director of Human Resources
Mike Rockwood	Executive Director of Community Relations
David Jacobson	Chief Technology Information Officer

BUSINESS TRANSACTED

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

2. Discussion of January 17th Regular Board Meeting Agenda Items

ACTION ITEMS

8. B GOAL: PLANNING

8. B-19 Consider Approval of Amendment to Easement at the Old Jane Long Gym Site

Board Member Sam Hopkins questioned staff why leaves and limbs are being thrown in the easement. It appears that it could be coming from the adjacent property owners who are asking for this permanent easement. If this is an issue, Mr. Hopkins would like to know how to address it going forward. He also questioned why after 50 years is there an interest in making this easement permanent and he requested that we get some general information on this.

8. B-17 Consider Approval of Design Development for the Following School Renovations:

- a. Bowie Elementary School**
- b. George Junior High School**
- c. Jackson Elementary School**
- d. Lamar Consolidated High School**
- e. Terry High School**

A brief presentation was given by representatives with PBK Architects on the miscellaneous renovations being done on various campuses.

8. B-18 Consider Approval of Design Development for the New Lamar Consolidated High School Baseball Field

PBK Architects presented design development for the new Lamar Consolidated High School baseball field.

Board Member Dar Hakimzadeh questioned what the cost would be to build a softball field now. A rough estimate shy of \$1 million was given, excluding the field house. Field house included with softball field should run roughly \$2 million with practice fields and the expansion of the field house with some additional parking. PBK Architect representatives will present an estimate of costs at the Thursday meeting. Ms. Jill Ludwig, Chief Financial Officer, will check the budget for funds and will bring information to the meeting on Thursday also.

INFORMATION ITEMS

9.A GOAL: PLANNING

9.A-1 School Safety Review

Dr. Kathleen Bowen, Executive Director of Human Resources, gave a brief overview of school safety and security. In September, staff was reminded to review their procedures and to do the same with students. In October they were reminded of the drills that should be conducted throughout the year. A safety audit is done every three years. In August 2011 an audit summary was done and was shared with the

Board. Another audit will be done in August 2014. The most recent audit showed that our ratings had increased and each of our facilities has an emergency operations plan in place. All key staff members have been trained. Each classroom has a Go Kit which is a safety kit and should be used in the event of an evacuation of a classroom or lockdown situation and it has various safety items in it. Classrooms also have flip charts which identifies each particular hazard where the teacher can flip to it and procedures are listed on it.

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 or employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements
 - d. Consider employment of Director of Food Service
 - e. Superintendent's Evaluation and Contract
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land acquisition
3. Section 551.071 – To meet with the District's attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation
 - c. Discussion with legal counsel regarding redistricting process
 - d. Discuss and consider settlement offer in Cause No. 11-DCV-195157

The Board adjourned to Closed Session at 7:10 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION

The Board reconvened in Open Session at 7:24 p.m.

No action taken.

ADJOURNMENT

The meeting adjourned at 7:25 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Michael Richard
President of the Board of Trustees

Julie Thompson
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 17th day of January 2013, 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, Michael Richard, at 7:01 p.m.

Members Present:

Michael Richard	President
Karen Mendoza	Vice President
Julie Thompson	Secretary
Dar Hakimzadeh	Member
Sam Hopkins	Member
Frank Torres	Member
Rhonda Zacharias	Member

Others Present:

Thomas Randle	Superintendent
Kevin McKeever	Administrator for Operations
Jill Ludwig	Chief Financial Officer
Laura Lyons	Executive Director of Elementary Education
Walter Bevers	Executive Director of Secondary Education
Kathleen Bowen	Executive Director of Human Resources
Mike Rockwood	Executive Director of Community Relations
David Jacobson	Chief Technology Information Officer
Rick Morris	Attorney

BUSINESS TRANSACTED

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

2. OPENING OF MEETING

The prayer was led by Dr. Bevers and the pledge of allegiance was recited.

3. RECOGNITIONS/AWARDS

Superintendent Randle recognized the Lamar CISD Board of Trustees as part of the district-wide celebration of School Board Recognition Month in January.

4. AUDIENCE TO PATRONS

Mr. Tom Muras addressed the Board regarding school security and encouraged the Board to review the existing security procedures in our schools.

Ms. Shawn Bowman addressed the Board regarding staff issues at Lamar High School.

5. APPROVAL OF MINUTES OF REGULAR BOARD MEETING OF DECEMBER 20, 2012

It was moved by Ms. Mendoza and seconded by Mr. Torres that the Board of Trustees approve the minutes of the Regular Board Meeting of December 20, 2012. The motion carried unanimously.

6. BOARD MEMBER REPORTS

□ **Meetings and Events**

Ms. Zacharias reported that the Technology Committee met and will have a demo of The Skyward system in July or August.

Mr. Hopkins reported that the Facilities Committee met and James Adolphus Elementary School and Polly Ryon Middle School are about 65% complete and are running on schedule and within budget. The ag barn renovations are complete.

Ms. Mendoza reported that the Policy Review Committee met on Tuesday and the Board will be presented with the first reading of Localized Policy Manual Update 95 in February and second reading will be in March for adoption.

Mr. Richard reported that the Finance Committee met and they previewed the report from the audit firm.

7. SUPERINTENDENT REPORTS

□ **Meetings and Events**

□ **Information for Immediate Attention**

□ **Introductions**

ACTION ITEMS FOR CONSENT OF APPROVAL: 8.A-1, 8.B-2 – 8.B-7, and 8.B-9 – 8.B-17

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

8. A GOAL: INSTRUCTIONAL

8. A-1 Approval of Out-of-State Trip Requests, including, but not limited to:

a. Foster High and Lamar Consolidated High Schools Speech and Debate Teams

approved out-of-state travel for Foster High School and Lamar Consolidated High School speech and debate teams to travel to Evanston, Illinois on May 3—6, 2013.

8. B GOAL: PLANNING

8. B-2 Consider Ratification of Financial and Investment Reports

ratified the financial and investment reports as presented.

8. B-3 Approval of Budget Amendment Requests

approved budget amendment requests as presented. (See inserted page 68-A.)

8. B-4 Approval of Superintendent Priorities for 2012—2013

approved the superintendent priorities for 2012—2013.

8. B-5 Approval of Board Calendar for 2013

approved the proposed Board calendar for 2013.

8. B-6 Consider Adoption of 2013—2014 Student/Staff Instructional Calendar

approved the student/staff instructional calendar for 2013—2014 as recommended by the District-wide Student Improvement Council (DSIC). (See inserted page 68-B.)

8. B-7 Approval of Resolutions proclaiming

a. Black History Month

approved the attached resolution proclaiming February 2013 as “Black History Month” in the Lamar Consolidated Independent School District. (See inserted page 68-C.)

b. Career and Technical Education Month

approved the attached resolution proclaiming February 2013 as “Career and Technical Education Month” in the Lamar Consolidated Independent School District. (See inserted page 68-D.)

c. School Counselor Week

approved the attached resolution proclaiming the week of February 4—8, 2013 as “School Counselors Week” in the Lamar Consolidated Independent School District. (See inserted page 68-E.)

8. B-9 **Approval of Property Insurance Coverage for Lamar CISD**

approved the renewal of the District's 2013—2014 property insurance coverage with Lexington Insurance Company through McGriff, Seibels and Williams of Texas, Inc. for one year.

8. B-10 **Approval of Maintenance and Operations Supplies**

approved all vendors who responded with complete and acceptable bid responses to the Maintenance and Operations supplies bid.

8. B-11 **Approval of Purchase of School Buses**

approved the purchase of twelve (12) special needs lift buses from Thomas Bus Gulf Coast for \$1,114,824 and fifty (50) 78-passenger conventional school buses from Longhorn Bus Sales for \$4,149,050.

8. B-12 **Approval of Purchase of Food Service Vehicles**

approved the purchase of a food services van from Philpott Motors in the amount of \$19,990.

8. B-13 **Approval of Material Testing Services for the Renovations to Bowie Elementary, Jackson Elementary, George Junior High, and Terry High Schools**

approved Terracon for material testing services for the renovations to Bowie Elementary, Jackson Elementary, George Junior High, and Terry High Schools, not to exceed \$22,015.

8. B-14 **Approval of Professional Surveying Services**

approved Kelly R. Kaluza and Associates, Inc. for professional surveying services (partial topographic survey) for the renovations to Bowie Elementary, Jackson Elementary, George Junior High, and Terry High Schools, not to exceed the \$12,590.

8. B-15 **Approval of Procurement Method for the Construction of the New Natatorium, Traylor Stadium Renovations, and the New Lamar Consolidated High School Baseball Field**

authorized the administration to utilize competitive sealed proposals as the construction method of procurement with the evaluation criteria for the construction of the new natatorium, Traylor Stadium renovations and the new Lamar Consolidated High School baseball field.

8. B-16 **Approval of Geotechnical Services for the Design of the Jackson Elementary and Terry High School Renovation Projects**

approved Terracon for geotechnical engineering services for the design of the Jackson Elementary and Terry High School renovation projects, not to exceed \$4,200.

8. B-17 **Approval of Design Development for the following School Renovations:**

a. Bowie Elementary School

approved the design development for the renovations to Bowie Elementary.

b. George Junior High School

approved the design development for the renovations to George Junior High.

c. Jackson Elementary School

approved the design development for the renovations to Jackson Elementary.

d. Lamar Consolidated High School

approved the design development for the renovations to Lamar Consolidated High School.

e. Terry High School

approved the design development for the renovations to Terry High School.

8. B-19 **Approval of Amendment to Easement at the Old Jane Long Gym Site**

This item was pulled from the agenda. It will be considered at the next Board meeting.

8. B-1 **Approval of Lamar Consolidated Independent School District Comprehensive Annual Finance Report for 2011—2012 School Year**

It was moved by Mr. Hopkins and seconded by Ms. Mendoza that the Board of Trustees approve the Lamar Consolidated Independent School District Comprehensive Annual Financial Report for the 2011—2012 fiscal year as presented. The motion carried unanimously.

8. B-8 **Approval of Resolution proclaiming Opposition of School Vouchers**

It was moved by Ms. Mendoza and seconded by Ms. Zacharias that the Board of Trustees approve the attached resolution calling on the Texas Legislature to reject all attempts to divert public dollars away from public schools in the form of vouchers, taxpayer savings grants, tax credits, or any other mechanisms that have the effect of reducing funding to public schools.

Voting in favor of the motion: Ms. Mendoza, Mr. Torres, Mr. Richard, Mr. Hopkins, Ms. Zacharias, Ms. Thompson

Voting in opposition: Mr. Hakimzadeh

The motion carried.

8. B-18 Approval of Design Development for the New Lamar Consolidated High School Baseball Field

It was moved by Mr. Hopkins and seconded by Mr. Torres that the Board of Trustees approve the design development for the new Lamar Consolidated High School baseball field. The motion carried unanimously.

INFORMATION ITEMS

9. A GOAL: PLANNING

9. A-1 School Safety Review

Once every three years the school district is required to conduct a security audit of the district's facilities. The results are shared with the Board. Each year the staff is reminded through their email of the procedures such as school lockdowns and we ask that one is conducted per semester in the district. The Board was shown the backpack that is issued to every campus and what is in those backpacks. We are checking safety procedures on all campuses. Staff has been informed to give feedback on any concerns they may have on their campuses.

9. A-2 Budget Calendar

9. A-3 Tax Collection Report

9. A-4 Payments for Construction Projects

9. A-5 Region 4 Maintenance and Operations Update

9. A-6 Bond Update

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

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 or employment of professional personnel
 - b. Employment of professional personnel (Information)
 - c. Employee resignations and retirements
 - d. Consider employment of Director of Food Service
 - e. Superintendent's Evaluation and Contract

2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
 - a. Land acquisition

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3. Section 551.071 – To meet with the District’s attorney to discuss matters in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act, including the grievance/complaint hearing.
 - a. Any item listed on the agenda
 - b. Discuss pending, threatened, or potential litigation, including school finance litigation
 - c. Discussion with legal counsel regarding redistricting process
 - d. Discuss and consider settlement offer in Cause No. 11-DCV-195157

The Board adjourned to Closed Session at 8:00 p.m. for the purposes listed above.

RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION ITEMS

The Board reconvened in Open Session at 9:12 p.m.

PERSONNEL RECOMMENDATIONS

10. A-1(d) Consider Employment of Director of Food Service

It was moved by Ms. Thompson and seconded by Ms. Zacharias that the Board of Trustees approve the recommendation of Matthew Antignolo as the Director of Food Service. The motion carried unanimously.

10. A-1(e) Superintendent’s Evaluation and Contract

It was moved by Mr. Hopkins and seconded by Mr. Torres that the Board of Trustees approve one additional year to the Superintendent’s contract making it a full four-year term. The motion carried unanimously.

FUTURE AGENDA ITEMS

Audio or No Audio Recordings

ADJOURNMENT

The meeting adjourned at 9:19 p.m.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Signed:

Michael Richard
President of the Board of Trustees

Julie Thompson
Secretary of the Board of Trustees

CONSIDER APPROVAL OF ELECTION ORDER AND NOTICE

RECOMMENDATION:

That the Board of Trustees approve the attached Election Order and Notice for a Board of Trustees election to be held on May 11, 2013 for the purpose of electing Single-Member District positions #1, #2, #3, and #6 to the Board of Trustees of Lamar Consolidated Independent School District.

PROGRAM DESCRIPTION:

The school district is divided into seven single-member districts based on population as per census date every ten years. A person deemed by the state law requirements may file as a candidate for the single-member district in which he/she resides. Elections for single-member districts are as follows:

May 2013	Single-Member Districts #1, #2, #3, and #6
May 2015	Single-Member Districts #4, #5, and #7

Recommended for approval:



Dr. Thomas Randle
Superintendent

Early Voting Schedule - May 11, 2013 Joint Election

*(Horario de Votación Temprana del Condado de Fort Bend
11 de Mayo del 2013, Elección Conjunta)*

Schedule for: Irene Stern Community Center – 6920 Fulshear-Katy Rd, Fulshear, TX
Horario para: Missouri City Old Municipal Court – 1522 Texas Pkwy, Missouri City, TX
 Fort Bend County Rosenberg Annex – 4520 Reading Rd, Rosenberg, TX
 Fort Bend County Road & Bridge – 3743 School Street, Needville, TX
 Pecan Grove Baptist Church – 1727 FM 359, Richmond, TX
 Richmond Water Maintenance Facility – 110 N. 8th Street, Richmond, TX

<u>Day</u> (Día)	<u>Date</u> (Fecha)	<u>Hours</u> (Horas)
Monday – Friday (Lunes – Viernes)	April 29 – May 3, 2013 (April 29 - Mayo 3, 2013)	8:00 a.m. to 5:00 p.m. (8:00 a.m. a 5:00 p.m.)
Saturday (Sábado)	May 4, 2013 (Mayo 4, 2013)	8:00 a.m. to 5:00 p.m. (8:00 a.m. a 5:00 p.m.)
Sunday (Domingo)	May 5, 2013 (Mayo 5, 2013)	CLOSED (CERRADO)
Monday - Tuesday (Lunes - Martes)	May 6 -7, 2013 (Mayo 6-7, 2013)	7:00 a.m. to 7:00 p.m. (7:00 a.m. a 7:00 p.m.)

Schedule for: First Colony Conference Center – 3232 Austin Parkway, Sugar Land, TX
Horario para: Hightower High School – 3333 Hurricane Lane, Missouri City, TX
 Sugar Land Branch Library, 550 Eldridge, Sugar Land, TX
 Holley Elementary School – 16655 Bissonnet, Houston, TX

<u>Day</u> (Día)	<u>Date</u> (Fecha)	<u>Hours</u> (Horas)
Monday – Friday (Lunes – Viernes)	April 29 -May 3, 2013 (April 29 - Mayo 3, 2013)	8:00 a.m. to 7:00 p.m. (8:00 a.m. a 7:00 p.m.)
Saturday (Sábado)	May 4, 2013 (Mayo 4, 2013)	8:00 a.m. to 5:00 p.m. (8:00 a.m. a 5:00 p.m.)
Sunday (Domingo)	May 5, 2013 (Mayo 5, 2013)	CLOSED (CERRADO)
Monday - Tuesday (Lunes - Martes)	May 6 - 7, 2013 (Mayo 6 - 7, 2013)	7:00 a.m. to 7:00 p.m. (7:00 a.m. a 7:00 p.m.)

Schedule for: Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX
Horario para: Sugar Land City Hall – 2700 Town Center Blvd. North, Sugar Land, TX

<u>Day</u> (Día)	<u>Date</u> (Fecha)	<u>Hours</u> (Horas)
Monday – Friday (Lunes – Viernes)	April 29 -May 3, 2013 (April 29 - Mayo 3, 2013)	10:00 a.m. to 7:00 p.m. (10:00 a.m. a 7:00 p.m.)
Saturday (Sábado)	May 4, 2013 (Mayo 4, 2013)	CLOSED (CERRADO)
Sunday (Domingo)	May 5, 2013 (Mayo 5, 2013)	CLOSED (CERRADO)
Monday - Tuesday (Lunes - Martes)	May 6 - 7, 2013 (Mayo 6 - 7, 2013)	7:00 a.m. to 7:00 p.m. (7:00 a.m. a 7:00 p.m.)

Schedule for: Fort Bend ISD Admin. Bldg. – 16431 Lexington Blvd., Sugar Land, TX
Horario para: Willowridge High School – 16301 Chimney Rock, Houston, TX

<u>Day</u> (Día)	<u>Date</u> (Fecha)	<u>Hours</u> (Horas)
Monday – Friday (Lunes – Viernes)	April 29 - May 3, 2013 (April 29 - Mayo 3, 2013)	8:00 a.m. to 7:00 p.m. (8:00 a.m. a 7:00 p.m.)
Saturday (Sábado)	May 4, 2013 (Mayo 4, 2013)	CLOSED (CERRADO)
Sunday (Domingo)	May 5, 2013 (Mayo 5, 2013)	CLOSED (CERRADO)
Monday - Tuesday (Lunes - Martes)	May 6 - 7, 2013 (Mayo 6 - 7, 2013)	7:00 a.m. to 7:00 p.m. (7:00 a.m. a 7:00 p.m.)

Early Voting Schedule - May 11, 2013 Joint Election

Schedule for: Meadows Place City Hall – One Troyan Dr., Meadows Place, TX
Horario para: Stafford City Hall – 2610 Main Street, Stafford, TX
 Beasley City Hall – 319 S. 3rd Street, Beasley, TX

<u>Day</u> (<i>Día</i>)	<u>Date</u> (<i>Fecha</i>)	<u>Hours</u> (<i>Horas</i>)
Monday – Friday (<i>Lunes – Viernes</i>)	April 29 - May 3, 2013 (<i>April 29 - Mayo 3, 2013</i>)	8:00 a.m. to 5:00 p.m. (<i>8:00 a.m. a 5:00 p.m.</i>)
Saturday (<i>Sábado</i>)	May 4, 2013 (<i>Mayo 4, 2013</i>)	CLOSED (<i>CERRADO</i>)
Sunday (<i>Domingo</i>)	May 5, 2013 (<i>Mayo 5, 2013</i>)	CLOSED (<i>CERRADO</i>)
Monday - Tuesday (<i>Lunes - Martes</i>)	May 6 - 7, 2013 (<i>Mayo 6 - 7, 2013</i>)	7:00 a.m. to 7:00 p.m. (<i>7:00 a.m. a 7:00 p.m.</i>)

Schedule for: Stafford MSD Administration Bldg – 1625 Staffordshire Rd, Stafford, TX
Horario para:

<u>Day</u> (<i>Día</i>)	<u>Date</u> (<i>Fecha</i>)	<u>Hours</u> (<i>Horas</i>)
Monday – Friday (<i>Lunes – Viernes</i>)	April 29 - May 3, 2013 (<i>April 29 - Mayo 3, 2013</i>)	7:30 a.m. to 4:30 p.m. (<i>7:30 a.m. a 4:30 p.m.</i>)
Saturday (<i>Sábado</i>)	May 4, 2013 (<i>Mayo 4, 2013</i>)	CLOSED (<i>CERRADO</i>)
Sunday (<i>Domingo</i>)	May 5, 2013 (<i>Mayo 5, 2013</i>)	CLOSED (<i>CERRADO</i>)
Monday - Tuesday (<i>Lunes - Martes</i>)	May 6 - 7, 2013 (<i>Mayo 6 - 7, 2013</i>)	7:00 a.m. to 7:00 p.m. (<i>7:00 a.m. a 7:00 p.m.</i>)

Attachment D

**May 11, 2013 Polling Places for
Lamar Consolidated Independent School District,
Polls shall be open from 7:00 A.M. until 7:00 P.M.**

Lamar CISD Districts:

Polling Locations

Precincts

District 1

Rosenberg City Hall
2110 Fourth Street
Rosenberg, TX

1012(p), 1013(p)
1037(p), 1048(p)
1054(p)

FBC Fairgrounds Building "D"
4310 Highway 36 S
Rosenberg, TX

1025(p)

District 2

Austin Elementary School
1630 Pitts Road
Richmond, TX

3041(p), 3063(p)

Richmond Water Maintenance Facility
110 N. 8th Street
Richmond, TX

1001(p), 1076(p)
1072

Pecan Grove Baptist Church
1727 FM 359
Richmond, TX

1103(p)

Frost Elementary School
3306 Skinner Lane
Richmond, TX

3005(p), 3083(p), 4082(p)
4117(p)

Old Foster Community Museum
7720 FM 359
Richmond, TX 77406

3005(p)

District 3

Richmond Water Maintenance Facility
110 N. 8th Street
Richmond, TX

1001(p), 1040(p)

Rosenberg City Hall
2110 Fourth Street
Rosenberg, TX

1048(p), 1040(p)
1073(p), 1074(p)

Pecan Grove Baptist Church 1103(p)
1727 FM 359
Richmond, TX

District 6

Richmond Water Maintenance Facility 1001(p)
110 N. 8th Street
Richmond, TX

Kendleton Church of God 1002(p)
619 FM 2919
Kendleton, TX 77451

FBC Road & Bridge (Needville) 1010(p)
3743 School St
Needville, TX 77461

Rosenberg City Hall 1013(p), 1037(p)
2110 Fourth Street 1048(p), 1054(p)
Rosenberg, TX 1073(p), 1074(p)

Friedens Church of Christ 1015(p), 1024(p)
7526 Avenue I
Beasley, TX

FBC Fairgrounds Building "D" 1025(p)
4310 Highway 36 S
Rosenberg, TX

**SET DATE FOR SPECIAL BOARD MEETING
REGARDING MAY 11, 2013 TRUSTEES ELECTION**

RECOMMENDATION:

That the Board of Trustees schedule a special meeting of the Board of Trustees on Tuesday, May 21, at 6:30 p.m. to:

- 1) canvass the School Trustees Election of May 11, 2013

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER CONTRACTING FOR ELECTION SERVICES
WITH FORT BEND COUNTY**

RECOMMENDATION:

That the Board of Trustees authorize the administration to contract with Fort Bend County in a joint election with the City of Rosenberg for election services for the May 11, 2013 Board of Trustees Election.

IMPACT/RATIONALE:

A recap of cost estimates prepared by Fort Bend County is provided for ten (10) election day polling places, excluding early voting. Estimated cost is \$18,009.

Early voting by personal appearance will begin on Monday, April 29 through Tuesday, May 7, 2013.

PROGRAM DESCRIPTION:

This matter has been reviewed with the Fort Bend County Elections Administrator and he is receptive to providing the necessary and required election services. It will be necessary for the Fort Bend County Commissioner's Court to approve the agreement.

Recommended for approval:



Dr. Thomas Randle
Superintendent

THE STATE OF TEXAS
COUNTY OF FORT BEND

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT made by and between Fort Bend County, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County" and the Lamar Consolidated Independent School District, hereinafter referred to as "Political Subdivision," pursuant to Texas Election Code Sections 31.092 and 271.002 for a joint May 11, 2013 election to be administered by John Oldham, Fort Bend County Elections Administrator, hereinafter referred to as "Elections Administrator."

THIS CONTRACT is subject to the written approval of the Fort Bend County Attorney and shall not be binding on the parties until such written approval is obtained. Upon written approval of the Fort Bend County Attorney and the participating parties, this CONTRACT shall be binding on said parties.

RECITAL

The Lamar Consolidated Independent School District is holding a general election (at the expense of Political Subdivision) for the purpose of electing Trustees on May 11, 2013.

The County owns an electronic voting system, the Hart InterCivic eSlate and the eScan Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. THE UNITED STATES OF AMERICA v. FORT BEND COUNTY, TEXAS; Cause No. 4:09-cv-1058

a. On April 13, 2009, the United States District Court for the Southern District of Texas approved a Consent Decree, Judgment and Order, hereinafter referred to as "the Decree," whereby Fort Bend County agreed to specific methods of conducting elections, all in compliance with state law, the Voting Rights Act and the Help America Vote Act. Section 2 of the Decree states "whenever Defendant enters into an election services contract with any other entity, political subdivision, or political party to conduct an election on behalf of that entity, Defendant shall require such entity to agree to abide by the terms of this Decree as if such entity were a party to this Decree with the United States, and consistent with the responsibility of each entity to comply fully with Section 4(f)(4) and 208 of the Voting Rights Act and Section 302(a) of the Help America Vote Act." By entering into this contract with Fort Bend County, the Political Subdivision agrees to the terms of the Decree and agrees to conduct this election in compliance with the terms of the Decree.

b. Attached as Attachment A to this CONTRACT is a copy of the Decree and a checklist for the Political Subdivision. It is the sole responsibility of the Political Subdivision to read and understand the Decree and to conduct this election in compliance with the Decree.

II. ADMINISTRATION

The parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this agreement. The Fort Bend County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Political Subdivision agrees to pay Fort Bend County for equipment, supplies, services, and administrative costs as provided in this agreement. The Fort Bend County Elections Administrator shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain

responsible for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that Fort Bend County and the Elections Administrator may enter into other joint election agreements and contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. Political Subdivision agrees that Fort Bend County may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and in such case all parties sharing common territory shall share a joint ballot on the county's electronic voting system at the applicable polling places. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

III. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or Political Subdivision's governing body, charter, or ordinances.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of Political Subdivision, including translation to languages other than English. Political Subdivision shall provide a copy of their respective election orders and notices to the Elections Administrator.

Each party is responsible for making the submission, if any is required or desired, to the United States Justice Department pursuant to the Voting Rights Act of 1965, as amended, and no party hereto shall have any responsibility or duty in connection with the submission relating to the election to be held at the expense of any other party hereto.

IV. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for elections in Political Subdivision. The proposed voting locations are listed in Attachment D of this agreement. In the event a voting location is not available, the Elections Administrator will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Administrator shall notify the Political Subdivision of any changes from the locations listed in Attachment D.

If polling places for the May 11, 2013 joint election are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than May 10, 2013 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 11, 2013 election.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Fort Bend County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish).

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying the person of the appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at an hourly rate established by Fort Bend County pursuant to Texas Election Code Section 32.091. The election judge will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the rate set by Fort Bend County.

It is agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of the County. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of the County, and no election personnel shall be entitled to the rights, privileges, or benefits of County employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of the County, unless considered a county employee as determined by the Fort Bend County Human Resources Department. It further agreed by all parties that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are independent contractors and are not employees or agents of Political Subdivision. No statement contained in this Agreement shall be construed so as to find any judge, clerk, or any other election personnel an employee or agent of Political Subdivision, and no election personnel shall be entitled to the rights, privileges, or benefits of Political Subdivision employees except as otherwise stated herein, nor shall any election personnel hold himself out as an employee or agent of Political Subdivision, unless considered an employee of the Lamar Consolidated Independent School District by the Human Resources Department of the Lamar Consolidated Independent School District.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Political Subdivision shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which Political Subdivision's ballot is to be printed). This list shall be delivered to the Elections Administrator prior to the deadlines as described in section XVII. Political Subdivision shall be responsible for proofreading and approving the ballot insofar as it pertains to Political Subdivision's candidates and/or propositions.

VII. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. The participating authorities agree to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Fort Bend County pursuant to Section 83.052 of the Texas Election Code.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by Political Subdivision shall be forwarded immediately by fax or courier to the Elections Administrator for processing.

The Elections Administrator shall provide Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

VIII. EARLY VOTING BALLOT BOARD

Fort Bend County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge of Central Count, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	John Oldham, Elections Administrator
Tabulation Supervisor:	Robin Heiman, Assistant Elections Administrator
Presiding Judge:	James Guen, Equipment Technician

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The manager shall be responsible for releasing cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies or electronic transmittals by facsimile (when so requested) and by posting to the Elections Administrator's web page located at "www.fortbendvotes.org".

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

X. RUNOFF ELECTION

Political Subdivision shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the Political Subdivision notifies the Elections Administrator in writing within 10 days of the original election.

Political Subdivision shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in any runoff election. If necessary, any voting changes made by the Political Subdivision between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

Political Subdivision agrees to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared among the total number of political subdivisions. Costs for polling places shared by the County, Political Subdivision, and other political subdivisions shall be pro-rated equally among the participants utilizing that polling place.

Any expenses incurred in the rental of polling place facilities shall be attributed directly to the participants utilizing that polling location.

It is agreed that the normal rental rate charged for the County's voting equipment used on Election Day shall be pro-rated among the participants utilizing each polling location.

Costs for Early Voting by Personal Appearance shall be allocated as shown in Attachment C of this document.

Political Subdivision agrees to pay Fort Bend County an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. Political Subdivision is fully liable for any expenses incurred by Fort Bend County on behalf of Political Subdivision plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the county by Political Subdivision shall be refunded, minus the aforementioned expenses and administrative fee if applicable.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of Political Subdivision to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with Political Subdivision.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Fort Bend County Treasurer and the Fort Bend County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the Elections Administrator, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Fort Bend County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Fort Bend County, Texas.
7. In the event of one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that Political Subdivision's obligation under the terms of this agreement shall be \$18,009. Political Subdivision agrees to pay to Fort Bend County a deposit of \$10,805, which is approximately sixty (60) percent of the total

estimated obligation of Political Subdivision to the County under this agreement. This deposit shall be paid to Fort Bend County within 10 days after the final candidate filing deadline. The exact amount of the Political Subdivision's obligation under the terms of this agreement shall be calculated after the May 11, 2013 election (or runoff election, if applicable), and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to Fort Bend County the balance due within thirty (30) days after receipt of the final invoice from the Elections Administrator. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, Fort Bend County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

XVII. RESULT OF NON-COMPLIANCE OF DEADLINES

The Political Subdivision agrees that it shall provide ballot details to the Elections Office not later than the 61th day (March 11, 2013) before the election. It is understood that if the ballot details are not provided to the Elections Office by the 57th day before the election (March 15, 2013) that the Elections Office may impose a penalty fee of \$1000.00 assessed to the total cost. It is also understood that if the ballot details are not provided to the Elections Office by the 52nd day before Election Day (March 20, 2013), this contract will be declared null and void and it will be the responsibility of the political entity to conduct a separate election.

IN TESTIMONY HEREOF, this agreement, its multiple originals all of equal force, has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the _____ day of _____, 2013 been executed on behalf of Fort Bend County by the County Judge and the Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the _____ day of _____, 2013 been executed on behalf of the Lamar Consolidated Independent School District by its Presiding Officer or authorized representative, pursuant to an action by the Trustees of the Lamar Consolidated Independent School District;

ATTEST:

FORT BEND COUNTY

Dianne Wilson, County Clerk

By _____
Robert E. Hebert, County Judge

ATTEST:

LAMAR CISD

Julie Thompson, Board Secretary

By _____
Michael Richard, Board President

CONTRACTING OFFICER

APPROVED AS TO FORM:

By _____

John Oldham
Elections Administrator

Mary Reveles
Assistant County Attorney

IN THE UNITED STATES DISTRICT COURT
 FOR THE SOUTHERN DISTRICT OF TEXAS
 HOUSTON DIVISION

THE UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	CIVIL ACTION NO. 4:09-cv-1058
)	
FORT BEND COUNTY, TEXAS,)	<u>CONSENT DECREE, JUDGMENT,</u>
)	<u>and ORDER</u>
Defendant.)	
)	
)	
)	
)	

The United States of America filed this action pursuant to Sections 4(f)(4) and 208 of the Voting Rights Act of 1965, as amended, 42 U.S.C. §§ 1973b(f)(4) and 1973aa-6, and Section 302(a) of the Help America Vote Act of 2002 (“HAVA”), 42 U.S.C. § 15482(a). The Court has jurisdiction over the matter pursuant to 28 U.S.C. §§ 1331, 1345 and 42 U.S.C. §§ 1973j(d), 1973j(f), and 15511.

According to the 2000 Census, Fort Bend County had a total population of 354,450 persons, of whom 74,785 (21.10%) were Hispanic. The total voting age citizen population was 213,097, of whom 34,262 were Hispanic. Of Fort Bend County’s Hispanic voting age citizen population, 8,300 were limited-English proficient.

Fort Bend County is covered under Section 4(f)(4) of the Voting Rights Act, as amended, 42 U.S.C. § 1973b(f)(4) (“Section 4(f)(4)”), to provide Spanish language written materials and assistance to voters. The State of Texas, including Fort Bend County, has been subject to the requirements of Section 4(f)(4) since September 23, 1975. 40 Fed. Reg. 43,746; see also 28 C.F.R. pt. 51, Appendix. As a result, Fort Bend County has been under notice of its obligations under

Section 4(f)(4) since 1975. The Department of Justice has sent Fort Bend County and other covered jurisdictions information regarding the bilingual election requirements of the Voting Rights Act. Plaintiff alleges that Defendant has not complied with all of the requirements of Section 4(f)(4) for Spanish-speaking citizens residing in Fort Bend County by failing to provide an adequate number of bilingual poll officials trained to effectively assist Spanish-speaking voters on election day, and by failing to provide in an effective manner certain election-related information to Spanish-speaking voters.

Fort Bend County is subject to the requirements of Section 208 of the Voting Rights Act, as amended, 42 U.S.C. § 1973aa-6 (“Section 208”). Section 208 provides that “[a]ny voter who requires assistance to vote by reason of blindness, disability or inability to read or write may be given assistance by a person of the voter’s choice, other than the voter’s employer or agent of that employer or officer or agent of the voter’s union.” 42 U.S.C. § 1973aa-6. Plaintiff alleges that Fort Bend County, through its employees and agents, prevented some limited-English proficient Spanish-speaking voters from securing assistance at the polls necessary for their participation in the voting process, in violation of Section 208.

Plaintiff also alleges that Defendant has failed to ensure that its polling places and poll workers comply with the Help America Vote Act of 2002 (“HAVA”), 42 U.S.C. §§ 15301 et seq., as it applies to Federal elections. Among other things, Plaintiff alleges that the County has failed to ensure that provisional ballots are provided to all voters in Federal elections who believe that they are eligible to vote in the elections, even if the voter is not listed in the registration book. 42 U.S.C. § 15482(a). Further, Plaintiff alleges that the County has failed to ensure that all provisional voters have received information on how to ascertain the outcome of their provisional ballots. 42 U.S.C.

§ 15482(a)(5)(A). Plaintiff alleges that Fort Bend County has not met these HAVA requirements, in part, because it fails to train its poll workers adequately, monitor poll workers' compliance with HAVA, or otherwise ensure compliance in its polling places.

To avoid protracted and costly litigation, the parties have agreed that this lawsuit should be resolved through the terms of this Consent Decree (the "Decree"). Accordingly, the United States and Defendant hereby consent to the entry of this Decree, as indicated by the signatures of counsel at the end of this Order. The parties waive a hearing and entry of findings of fact and conclusions of law on all issues involved in this matter. Each party shall bear its own costs and fees.

Without admitting or denying that it has not fully complied with all of the provisions of Sections 4(f)(4) and 208 of the Voting Rights Act and Section 302(a) of the Help America Vote Act, Defendant continues to be committed to comply fully with all of such requirements in future elections. Therefore, to confirm its commitments, Defendant stipulates that each provision of this Decree is appropriate and necessary.

Accordingly, it is hereby ORDERED, ADJUDGED, AND DECREED that:

1. Defendant, its agents, employees, contractors, successors, and all other persons representing the interests of Defendant are hereby PERMANENTLY ENJOINED from:

- a. Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots," that they provide in English, as required by Section 4(f)(4) of the Voting Rights Act, 42 U.S.C.

§ 1973b(f)(4);

- b. Prohibiting “[a]ny voter who requires assistance to vote by reason of blindness, disability, or inability to read or write . . . [to] be given assistance by a person of the voter’s choice, other than the voter’s employer or agent of that employer or officer or agent of the voter’s union,” 42 U.S.C. § 1973aa-6; and
- c. Failing to ensure that poll workers receive adequate training regarding the use and distribution of provisional ballots under Section 302(a) of HAVA.

2. The terms of this Decree apply to all Federal, state, and local elections that are administered by the County. Whenever Defendant enters into an election services contract with any other entity, political subdivision, or political party to conduct an election on behalf of that entity, Defendant shall require such entity to agree to abide by the terms of this Decree as if such entity were a party to this Decree with the United States, and consistent with the responsibility of each entity to comply fully with Sections 4(f)(4) and 208 of the Voting Rights Act and Section 302(a) of the Help America Vote Act.

Assistors of Choice

3. Defendant shall ensure that Spanish-speaking voters who require assistance to vote by reason of blindness, disability, or inability to read or write may be given or permitted assistance from persons of the voters’ choice, other than the voters’ employers or agents of those employers or officers or agents of the voters’ unions, and that such assistance shall include assistance in the voting booth, including reading or interpreting the ballot and instructing voters on how to select the voters’ preferred candidates.

Translation and Dissemination of Election-Related Materials

4. All information that is disseminated by Fort Bend County in English about “registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots,” 42 U.S.C. § 1973b(f)(4), shall also be provided in the Spanish language.

5. Defendant shall ensure that all Spanish and English language election information, materials, and announcements are made equally available. Spanish language information shall be distributed to newspapers, radio, the Internet, and other media known to Defendant that exclusively or regularly publish or broadcast information in Spanish to the local population. Defendant’s distribution of these minority language announcements shall be in the form, frequency, and media best calculated to achieve notice and understanding equal to that provided to the English-speaking population and to provide substantially the same information, but need not be identical in all respects to English language announcements.

Defendant may rely upon recommendations of the Advisory Group with regard to the requirements of this Paragraph.

Spanish Language Assistance

6. Spanish-language assistance shall be available at all locations where election-related transactions are conducted, including early voting locations. Trained bilingual (Spanish and English fluent) election personnel shall be available to answer voting-related questions by telephone without cost during normal business hours and while the polls are open on election days. The County may coordinate the provision of such services with other governmental entities that conduct elections.

7. Fort Bend County and the Fort Bend County Elections Administrator shall recruit, hire, and assign poll officials able to understand, speak, write, and read Spanish fluently to provide effective assistance to Spanish-speaking voters at the polls on election days, including at early voting locations.

8. Fort Bend County shall survey its employees to identify personnel who speak Spanish fluently and, to the extent Fort Bend County in its sole discretion believes such employees can be made available to provide assistance, allow and encourage such employees to serve at the polls on election day. The County shall request that cities, school districts, and other entities that are involved in elections conducted by Fort Bend County perform similar surveys of their employees. The County shall also request each school district or other educational entity within the County to devise and implement a program that allows and encourages bilingual students selected (as permitted by state law and as part of an educational program devised by such district) to serve as poll officials on election day for all County elections, including election days that fall on school days, with such students receiving the pay and benefits provided by law for such poll officials. The County shall advise counsel for the United States of any entity that does not participate fully in the event that there is difficulty obtaining sufficient bilingual personnel.

9. The County shall invite eligible members of the Advisory Group, discussed below, to serve as poll officials and to encourage other bilingual voters to do so.

10. In addition to the requirements of state law,

- a. Any election precinct in which there are 100-249 registered voters with Spanish surnames shall be staffed by at least one bilingual election official or poll worker;

- b. Any election precinct in which there are 250-499 registered voters with Spanish surnames shall be staffed by at least two bilingual election officials or poll worker;
- c. Any election precinct in which there are 500 or more registered voters with Spanish surnames shall be staffed by at least three bilingual election officials or poll worker;
- d. Each early voting location shall be staffed by at least one bilingual election official or poll worker; and
- e. Defendant shall employ bilingual personnel, trained in Spanish language election terminology, who shall be on call and available to travel to a precinct or early voting location, insufficiently staffed by bilingual poll officials or poll workers as required under Paragraph 10(a)-(d) above.

The parties may, by written agreement or recommendation of the Advisory Group, discussed below, adjust these requirements in light of reliable information that the actual need for language assistance in a particular polling place is lesser or greater than these standards or that the anticipated voter turnout is substantially lower than average voter turnout.

11. Signs in both English and Spanish shall be posted prominently at all polling places stating that Spanish language assistance is available. At sites without bilingual staff, signs in both English and Spanish shall be posted that explain how voters can obtain Spanish language assistance.

Election official training

12. Prior to each election, in addition to any required state or county training, the County shall provide training to all poll officials and other election personnel present at the polls or early voting locations regarding the following:

- a. The provisions of Section 208 of the Voting Rights Act, including the legal obligation to allow anyone to assist the voter at the polls, other than the voter's employer or agent of that employer or officer or agent of the voter's union; and
- b. The provisions of Section 4(f)(4) of the Voting Rights Act, including the legal obligation and means to make Spanish language assistance and materials available to voters, and the requirement that poll officials be respectful and courteous to all voters regardless of race, ethnicity, color, or language abilities and to avoid inappropriate comments; and
- c. Section 302(a) of the Help American Vote Act, including the right of individuals who are not, but believe they should be, listed in the voter registration list to cast a provisional ballot and the obligation of the County to provide provisional voters with information on how to ascertain the outcome of their provisional ballots.

In addition to the general training for poll officials, the County shall provide training to all bilingual poll officials on Spanish language election terminology, voting instructions, and other election-related issues. The County shall maintain a record of which poll officials attend training

sessions, including the time, location, and training personnel involved. The County shall allow representatives of the Department of Justice to attend any training provided pursuant to this Decree.

Response to Complaints About Poll Officials

13. Defendant, upon receipt of complaints by voters, whether oral or written, shall investigate expeditiously any allegations of poll official hostility toward Spanish-speaking and/or Hispanic voters in any election conducted by Fort Bend County. The results of the investigation(s) conducted by the Defendant shall be reported to the United States within 30 days. Where there is credible evidence that poll officials have engaged in inappropriate treatment of Spanish-speaking or Hispanic voters, Defendant shall remove those poll officials.

Spanish Language Election Program Coordinator

14. The County shall designate an individual to coordinate the County's Spanish language election program ("the Coordinator") for all elections within the County. The County shall provide the Coordinator with support sufficient to meet the goals of the program. The Coordinator shall be able to understand, speak, write, and read fluently both Spanish and English. The Coordinator's responsibilities shall include coordination of the translation of ballots and other election information; development and oversight of Spanish publicity programs, including selection of appropriate Spanish language media for notices and announcements; training, recruitment, and assessment of Spanish language proficiency of bilingual poll officials and interpreters; and managing other aspects of the program.

Advisory Group

15. The County shall establish an Advisory Group to assist and inform the Spanish language election program as provided in Exhibit A, attached hereto. The Advisory Group shall be open to any interested person or organization. The County shall maintain a roster of the Advisory Group members together with the telephone and facsimile numbers or e-mail addresses of each member. The Advisory Group shall meet regularly for six months prior to the first election conducted by the County under the Decree, and at least once during the two months after the election. Thereafter, the Advisory Group shall meet as it determines is necessary so long as it meets at least three times during the six months before the November 2009 general election, at least once during the two months after the November 2009 general election, and at least twice during the five months before the November 2010 general election. The parties may by writing adjust the Advisory Group's meeting schedule after consultation with the Advisory Group. The Coordinator shall provide notice of all planned meetings, including the date, time, location, and agenda at least 14 days in advance of such meeting, although members of the Advisory Group may agree to waive or shorten this time period as necessary. The Coordinator shall preside over all Advisory Group meetings and shall have the right to direct participation of the Advisory Group so that meetings are focused on promoting equal language access to election-related activities and other related issues.

16. Within five days after each meeting, the Coordinator shall provide a written summary of the discussion and any decisions reached at the meeting to all Advisory Group members and to the Election Administrator. If the Election Administrator decides not to implement an Advisory Group's suggestion or a consensus cannot be reached respecting such suggestion, the Election Administrator shall provide to the Advisory Group through the Coordinator, and maintain on file,

a written statement of the reasons for rejecting such suggestion. The County shall provide a copy of each such summary and report to each member of the Advisory Group and to any additional interested member of the public who requests such information.

17. The County shall transmit to all members of the Advisory Group, and to any additional interested member of the public who requests such information, in English and Spanish, copies of all election information, announcements, and notices that are provided or made available to the electorate and general public, and request that they share such information with others.

Federal Observers

18. To monitor compliance with and ensure effectiveness of this Decree, and to protect the Fourteenth Amendment rights of the citizens of Fort Bend County, the appointment of Federal observers is authorized for Fort Bend County pursuant to Section 3(a) of the Voting Rights Act, 42 U.S.C. § 1973a(a), as long as the Decree is in effect.

19. Defendant shall recognize the authority of Federal observers to observe all aspects of voting conducted in the polls on election day, including the authority to view County personnel providing assistance to voters during voting, except where the voter objects.

Evaluation of plan

20. The parties recognize that regular and ongoing reassessment may be necessary to provide the most effective and efficient Spanish language program. Defendant shall evaluate the Spanish language election program after each election to determine which aspects of the program are functioning well; whether any aspects need improvement; and how to effect needed improvements. The program may be adjusted at any time upon joint written agreement of the

parties.

Retention of Documents and Reporting Requirements

21. During the duration of this Decree, the County shall make and maintain written records of all actions taken pursuant to this Decree and shall produce copies of such records to the United States upon its request. See generally 42 U.S.C. §§ 1974, 1974b.

22. During the duration of this Decree, at least 30 days before each County administered election held in the County, Defendant shall provide to counsel for the United States:

- (a) the name, address, and precinct designation of each polling place and early voting location;
- (b) the name and title of each poll official appointed and assigned to serve at each polling place and early voting location, as of the date the materials are sent;
- (c) a designation of whether each poll official is bilingual in English and Spanish;
- (d) an electronic copy of the voter registration list to be used in such elections as of the date the materials are sent;
- (e) copies of any signs or other written information provided at polling places;
and
- (f) agendas and minutes from previous meetings of the Advisory Group.

Within 45 days after each such election, the County shall provide to counsel for the United States any updated report regarding changes in these items, as well as (1) information about all complaints the County received at the election regarding language or assistance issues, and (2) the name of the voters who cast a ballot at each early voting location. This information shall be sent by express mail or electronically to the following address:

Voting Section
United States Department of Justice
Civil Rights Division
1800 G Street, N.W., Room NWB-7254
Washington, D.C. 20006
Facsimile: (202) 307-3961
Yvette.Rivera@usdoj.gov

Other Provisions

23. This Decree is final and binding between the parties and their successors in office regarding the claims raised in this action. Defendant shall employ its best efforts to implement all of the terms of this Decree by the May 9, 2009 municipal/school election conducted by the County. Thereafter, Defendant must comply fully with the terms of this Decree, which shall remain in effect through December 31, 2012.

24. The Court shall retain jurisdiction of this case to enter further relief or such other orders as may be necessary for the effectuation of the terms of this agreement and to ensure compliance with Sections 4(f)(4) and 208 of the Voting Rights Act and Section 302(a) of the Help America Vote Act.

25. Within 20 days of the entry of this Decree, Defendant shall submit the voting

changes occasioned by this Decree to the Attorney General pursuant to Section 5 of the Voting Rights Act, 42 U.S.C. § 1973c.

Agreed to this 9th day of April, 2009.

AGREED AND CONSENTED TO:

For Plaintiff:

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Attorney General

LORETTA KING
Acting Assistant Attorney General
Civil Rights Division

TIM JOHNSON
Acting United States Attorney

/s Daniel David Hu
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Robert E. Hebert
ROBERT E. HEBERT
COUNTY JUDGE
FORT BEND COUNTY, TEXAS

JUDGMENT AND ORDER

This Court, having considered the United States' claims under Sections 4(f)(4) and 208 of the Voting Rights Act of 1965, as amended, 42 U.S.C. §§ 1973b(f)(4) and 1973aa-6, and Section 302(a) of the Help America Vote Act, 42 U.S.C. § 15482(a), and having determined that it has jurisdiction over this claim, has considered the terms of the Consent Decree, and hereby enters the relief set forth above and incorporates those terms herein.

ENTERED and ORDERED this 13th day of April, 2009.

A handwritten signature in black ink, appearing to read "Amanda J. ...", is written over a horizontal line. The signature is stylized and cursive.

UNITED STATES DISTRICT JUDGE

Exhibit A

SPANISH LANGUAGE ADVISORY GROUP

(a) **Generally.** The County will establish a "Spanish Language Advisory Group" to provide information and advice to Commissioners Court and the Elections Administrator on the most effective and efficient means of providing election materials, information and language assistance to Spanish-speaking voters who need such assistance.

(b) **Assistance.** The Spanish Language Advisory Group shall provide advice to the Elections Administrator regarding polling places that need (or do not need) workers fluent in both English and Spanish to provide oral language assistance to voters in the Spanish language and the number of language assistants necessary at such polling places to conduct a proper election. The Spanish Language Advisory Group shall provide assistance and advice in recruiting bilingual workers to assist with elections.

(c) **Materials.** The Spanish Language Advisory Group shall provide assistance if necessary in reviewing or creating the translation of election information and election materials.

(d) **Membership/Eligibility.** Commissioners Court shall appoint some of the members of the Spanish Language Advisory Group as follows: Two (2) members shall be selected by each member of Commissioners Court, two (2) members shall be selected by the Elections Administrator, and (1) member shall be selected by the County Chair of each political party holding a primary election in the county. To be eligible for appointment to the Spanish Language Advisory Group, a person (i) must be a United States citizen, (ii) must be a registered voter, (iii) may not hold an elected public office, (iv) may not be a candidate for public office as determined by Section 32.054 of the Election Code, (v) may not be employed by an elected public officer or candidate for a public office as determined by Section 32.054 of the Election Code, (vi) may not be related within the second degree of consanguinity or affinity (as determined under Chapter 573, Government Code) to an elected public officer or candidate for public office, and (vii) may not serve as a campaign treasurer or campaign manager (as determined by Section 32.0551, Election Code) of an elected public officer or candidate for public office. Any other interested person or organization may join the Advisory Group and have full rights to participate.

(e) **Terms.** Appointed members of the Spanish Language Advisory Group shall serve two year terms that begin on January 1st of odd-numbered years, except that members appointed in 2006 shall serve through December 31, 2008. Appointed Advisory Group members who have served in past or current terms shall be eligible for reappointment if they meet the eligibility requirements for membership.

(f) **Meetings.** The Spanish Language Election Program Coordinator shall serve as a facilitator for the Spanish Language Advisory Group and shall provide staff assistance for taking and preserving the minutes of the meetings of the Advisory Group. Meetings of the Advisory Group shall be open to the public and shall provide an opportunity for public comments. Meetings of the Advisory Group shall be held at a minimum of once per month during the three months prior to and one month after each primary or general election for state and county officers in even-numbered years, and at least three times in odd-numbered years.

ATTACHMENT A
CONSENT DECREE CHECKLIST

1. Assistors of Choice: Spanish-speaking voters who require assistance to vote by reason of blindness, disability, or inability to read or write MUST be given or permitted assistance from persons of the voters' choice, including assistance in the voting booth, reading or interpreting the ballot and instructing voters how to select the voters' preferred candidates. See Section 3, Page 4 of Consent Decree.

2. Translation and Dissemination of Election-Related Materials: All information that is disseminated in English must be disseminated in Spanish, including but not limited to: registration or voting notices, ballots, forms, instructions, assistance, or other materials or information relating to the electoral process. Spanish language information shall be distributed to newspapers, radio, the Internet, and other media known that exclusively or regularly publish or broadcast information in Spanish to the local population. Distribution of these minority language announcements shall be in the form, frequency, and media best calculated to achieve notice and understanding equal to that provided to the English-speaking population and to provide substantially the same information, but need not be identical in all respects to English language announcements. See Section 4 & 5, Page 5 of Consent Decree.

3. Spanish Language Assistance: See Section 6-11, Pages 5-7 of Consent Decree.
 - A. Spanish-language assistance shall be available at all locations where election-related transactions are conducted, including early voting locations.

 - B. Recruit, hire, and assign poll officials able to understand, speak, write, and read Spanish fluently to provide effective assistance to Spanish-speaking voters at the polls on election days, including at early voting locations.

 - C. Survey its employees to identify personnel who speak Spanish fluently and, to the extent the entity in its sole discretion believes such employees can be made available to provide assistance, allow and encourage such employees to serve at the polls on election-day.

 - D. In addition to the requirements of state law:
 - Any election precinct in which there are 100-249 registered voters with Spanish surnames shall be staffed by at least one bilingual election official;
 - Any election precinct in which there are 250-499 registered voters with Spanish surnames shall be staffed by at least two bilingual election officials;
 - Any election precinct in which there are 500 or more registered voters with Spanish surnames shall be staffed by at least three bilingual election officials;
 - Early voting locations shall be staffed by at least one bilingual election official;
 - Employ bilingual personnel, trained in Spanish language election terminology, who shall be on call and available to travel to a precinct or early voting location, insufficiently staffed by bilingual poll officials as required in Section D.

 - E. Signs in both English and Spanish shall be posted prominently at all polling places stating that Spanish language assistance is available. At sites without bilingual staff, signs in both English and Spanish shall be posted that explain how voters can obtain Spanish language assistance.

4. Election Official Training: Prior to each election, in addition to any required state or county training, provide training to all poll officials and other election personnel present at the polls regarding:
 - A. Section 208 of the Voting Rights Act, including the legal obligation to allow anyone to assist the voter at the polls;
 - B. Section 4(f)(4) of the Voting Rights Act, including the legal obligation and means to make Spanish language assistance and materials available to voters, and the requirement that poll officials be respectful and courteous to all voters regardless of race, ethnicity, color, or language abilities and to avoid inappropriate comments;
 - C. Section 302(a) of the Help American Vote Act, including the right of individuals who are not, but believe they should be, listed in the voter registration list to cast a provisional ballot and the obligation of the entity to provide provisional voters with information on how to ascertain the outcome of their provisional ballots;
 - D. Provide training to all bilingual poll officials on Spanish language election terminology, voting instructions, and other election-related issues;

- E. Maintain a record of which poll officials attend training sessions, including the time, location, and training personnel involved;
- F. Allow representatives of the DOJ to attend any training.
See Section 12, Pages 8-9 of Consent Decree.

5. Response to Complaints: Upon receipt of complaints by voters, whether oral or written, investigate expeditiously any allegations of poll official hostility toward Spanish-speaking and/or Hispanic voters. The results of the investigation(s) conducted shall be reported to the DOJ within 30 days. Where there is credible evidence that poll officials have engaged in inappropriate treatment of Spanish-speaking or Hispanic voters, Defendants shall remove those poll officials. See Section 13, Page 9 of Consent Decree.

6. Spanish Language Election Program Coordinator: designate an individual to coordinate the Spanish Language Election Program for all elections. See Section 14, Page 9 of Consent Decree.

7. Advisory Group: See Section 15-17, Pages 10-11 of Consent Decree.

A. Establish an Advisory Group to assist and inform the Spanish language election program; maintain a roster of the Advisory Group members together with the telephone and facsimile numbers or e-mail addresses of each member; meet at least three times during the six months before the November 2009 general election, at least once during the two months after the November 2009 general election, and at least twice during the five months before the November 2010 general election.

B. Within five days after each meeting, the Coordinator shall provide a written summary of the discussion and any decisions reached at the meeting to all Advisory Group members and to the Election Administrator. If the Election Administrator decides not to implement an Advisory Group's suggestion or a consensus cannot be reached respecting such suggestion, the Election Administrator shall provide to the Advisory Group through the Coordinator, and maintain on file, a written statement of the reasons for rejecting such suggestion. The County shall provide a copy of each such summary and report to each member of the Advisory Group and to any additional interested member of the public who requests such information.

C. Transmit to all members of the Advisory Group, and to any additional interested member of the public who requests such information, in English and Spanish, copies of all election information, announcements, and notices that are provided or made available to the electorate and general public, and request that they share such information with others.

8. Federal Observers: Recognize the authority of Federal observers to observe all aspects of voting conducted in the polls on election-day, including the authority to view personnel providing assistance to voters during voting, except where the voter objects. See Section 18-19, Page 11 of Consent Decree.

9. Evaluation of Plan: evaluate the Spanish language election program after each election to determine which aspects of the program are functioning well; whether any aspects need improvement; and how to effect needed improvements. See Section 20, Page 11 of Consent Decree.

10. Retention of Documents and Reporting Requirements: See Section 21-22, Pages 12-13 of Consent Decree.

A. Make and maintain written records of all actions taken and produce copies of such records to the DOJ upon request

- B. at least 30 days before each election held, provide to the DOJ:
- (1) the name, address, and precinct designation of each polling place;
 - (2) the name and title of each poll official appointed and assigned to serve at each polling place, as of the date the materials are sent;
 - (3) a designation of whether each poll official is bilingual in English and Spanish;
 - (4) an electronic copy of the voter registration list to be used in such elections as of the date the materials are sent;
 - (5) copies of any signs or other written information provided at polling places; and
 - (6) agendas and minutes from previous meetings of the Advisory Group.

C. Within 45 days after each election, provide to DOJ any updated report regarding changes in these items as well as information about all complaints received at the election regarding language or assistance issues.

Early Voting Schedule - May 11, 2013 Joint Election

*(Horario de Votación Temprana del Condado de Fort Bend
11 de Mayo del 2013, Elección Conjunta)*

Schedule for: Irene Stern Community Center – 6920 Fulshear-Katy Rd, Fulshear, TX
Horario para: Missouri City Old Municipal Court – 1522 Texas Pkwy, Missouri City, TX
 Fort Bend County Rosenberg Annex – 4520 Reading Rd, Rosenberg, TX
 Fort Bend County Road & Bridge – 3743 School Street, Needville, TX
 Pecan Grove Baptist Church – 1727 FM 359, Richmond, TX
 Richmond Water Maintenance Facility – 110 N. 8th Street, Richmond, TX

<u>Day</u> (Día)	<u>Date</u> (Fecha)	<u>Hours</u> (Horas)
Monday – Friday (Lunes – Viernes)	April 29 – May 3, 2013 (April 29 - Mayo 3, 2013)	8:00 a.m. to 5:00 p.m. (8:00 a.m. a 5:00 p.m.)
Saturday (Sábado)	May 4, 2013 (Mayo 4, 2013)	8:00 a.m. to 5:00 p.m. (8:00 a.m. a 5:00 p.m.)
Sunday (Domingo)	May 5, 2013 (Mayo 5, 2013)	CLOSED (CERRADO)
Monday - Tuesday (Lunes - Martes)	May 6 -7, 2013 (Mayo 6-7, 2013)	7:00 a.m. to 7:00 p.m. (7:00 a.m. a 7:00 p.m.)

Schedule for: First Colony Conference Center – 3232 Austin Parkway, Sugar Land, TX
Horario para: Hightower High School – 3333 Hurricane Lane, Missouri City, TX
 Sugar Land Branch Library, 550 Eldridge, Sugar Land, TX
 Holley Elementary School – 16655 Bissonnet, Houston, TX

<u>Day</u> (Día)	<u>Date</u> (Fecha)	<u>Hours</u> (Horas)
Monday – Friday (Lunes – Viernes)	April 29 -May 3, 2013 (April 29 - Mayo 3, 2013)	8:00 a.m. to 7:00 p.m. (8:00 a.m. a 7:00 p.m.)
Saturday (Sábado)	May 4, 2013 (Mayo 4, 2013)	8:00 a.m. to 5:00 p.m. (8:00 a.m. a 5:00 p.m.)
Sunday (Domingo)	May 5, 2013 (Mayo 5, 2013)	CLOSED (CERRADO)
Monday - Tuesday (Lunes - Martes)	May 6 - 7, 2013 (Mayo 6 - 7, 2013)	7:00 a.m. to 7:00 p.m. (7:00 a.m. a 7:00 p.m.)

Schedule for: Lost Creek Park – 3703 Lost Creek Blvd, Sugar Land, TX
Horario para: Sugar Land City Hall – 2700 Town Center Blvd. North, Sugar Land, TX

<u>Day</u> (Día)	<u>Date</u> (Fecha)	<u>Hours</u> (Horas)
Monday – Friday (Lunes – Viernes)	April 29 -May 3, 2013 (April 29 - Mayo 3, 2013)	10:00 a.m. to 7:00 p.m. (10:00 a.m. a 7:00 p.m.)
Saturday (Sábado)	May 4, 2013 (Mayo 4, 2013)	CLOSED (CERRADO)
Sunday (Domingo)	May 5, 2013 (Mayo 5, 2013)	CLOSED (CERRADO)
Monday - Tuesday (Lunes - Martes)	May 6 - 7, 2013 (Mayo 6 - 7, 2013)	7:00 a.m. to 7:00 p.m. (7:00 a.m. a 7:00 p.m.)

Schedule for: Fort Bend ISD Admin. Bldg. – 16431 Lexington Blvd., Sugar Land, TX
Horario para: Willowridge High School – 16301 Chimney Rock, Houston, TX

<u>Day</u> (Día)	<u>Date</u> (Fecha)	<u>Hours</u> (Horas)
Monday – Friday (Lunes – Viernes)	April 29 - May 3, 2013 (April 29 - Mayo 3, 2013)	8:00 a.m. to 7:00 p.m. (8:00 a.m. a 7:00 p.m.)
Saturday (Sábado)	May 4, 2013 (Mayo 4, 2013)	CLOSED (CERRADO)
Sunday (Domingo)	May 5, 2013 (Mayo 5, 2013)	CLOSED (CERRADO)
Monday - Tuesday (Lunes - Martes)	May 6 - 7, 2013 (Mayo 6 - 7, 2013)	7:00 a.m. to 7:00 p.m. (7:00 a.m. a 7:00 p.m.)

Early Voting Schedule - May 11, 2013 Joint Election

Schedule for: Meadows Place City Hall – One Troyan Dr., Meadows Place, TX
Horario para: Stafford City Hall – 2610 Main Street, Stafford, TX
 Beasley City Hall – 319 S. 3rd Street, Beasley, TX

<u>Day</u> (<i>Día</i>)	<u>Date</u> (<i>Fecha</i>)	<u>Hours</u> (<i>Horas</i>)
Monday – Friday (<i>Lunes – Viernes</i>)	April 29 - May 3, 2013 (<i>April 29 - Mayo 3, 2013</i>)	8:00 a.m. to 5:00 p.m. (<i>8:00 a.m. a 5:00 p.m.</i>)
Saturday (<i>Sábado</i>)	May 4, 2013 (<i>Mayo 4, 2013</i>)	CLOSED (<i>CERRADO</i>)
Sunday (<i>Domingo</i>)	May 5, 2013 (<i>Mayo 5, 2013</i>)	CLOSED (<i>CERRADO</i>)
Monday - Tuesday (<i>Lunes - Martes</i>)	May 6 - 7, 2013 (<i>Mayo 6 - 7, 2013</i>)	7:00 a.m. to 7:00 p.m. (<i>7:00 a.m. a 7:00 p.m.</i>)

Schedule for: Stafford MSD Administration Bldg – 1625 Staffordshire Rd, Stafford, TX
Horario para:

<u>Day</u> (<i>Día</i>)	<u>Date</u> (<i>Fecha</i>)	<u>Hours</u> (<i>Horas</i>)
Monday – Friday (<i>Lunes – Viernes</i>)	April 29 - May 3, 2013 (<i>April 29 - Mayo 3, 2013</i>)	7:30 a.m. to 4:30 p.m. (<i>7:30 a.m. a 4:30 p.m.</i>)
Saturday (<i>Sábado</i>)	May 4, 2013 (<i>Mayo 4, 2013</i>)	CLOSED (<i>CERRADO</i>)
Sunday (<i>Domingo</i>)	May 5, 2013 (<i>Mayo 5, 2013</i>)	CLOSED (<i>CERRADO</i>)
Monday - Tuesday (<i>Lunes - Martes</i>)	May 6 - 7, 2013 (<i>Mayo 6 - 7, 2013</i>)	7:00 a.m. to 7:00 p.m. (<i>7:00 a.m. a 7:00 p.m.</i>)

**Lamar CISD proposed Election Services Contract
Estimate for the conduct of the May 11, 2013 Joint Election**

A. Statistical Information

1. Number of Registered Voters	34,810
2. Number of Precincts	24
3. Number of election day polling places (excluding early voting)	10
4. Number of polling places shared with another entity	8
5. Number of public buildings used as polling places	7
6. Number of early voting stations	18
7. Voting system:	DRE

B. Cost of Election

	Estimate	Actual
1. Early Voting and Election Day personnel (TEC § 32.091, 32.092, 32.114, 83.052, 271.013)		
Clerks x Rate x Hours / Entities		
a. Early voting judges / clerks <u>14</u> x <u>\$10</u> x <u>100</u> / <u>3</u>	<u>\$4,667</u>	
Locations x Clerks x Hours x Rate / Entities		
b. Election day judges / clerks <u>8</u> <u>4</u> x <u>17</u> x <u>\$9</u> / <u>2</u>	<u>\$2,448</u>	
2. Early Voting Ballot Board & central counting station personnel (TEC § 87.005, 127.006)		
a. Number of clerks and judge <u>1</u> <u>6</u> x <u>10</u> x <u>\$10</u> /	<u>\$200</u>	
3. Elections Administration Dept. staff overtime (TEC § 31.100(e))	\$400	
4. Election supplies & equipment		
Early Voting		
a. Early Voting supply kits <u>4</u> x <u>\$35</u> / <u>3</u>	<u>\$47</u>	
Units x Rate / Entities		
c. Early Voting laptop PC's <u>4</u> x <u>\$125</u> / <u>3</u>	<u>\$167</u>	
c. Early Voting label printers <u>4</u> x <u>\$25</u> / <u>3</u>	<u>\$33</u>	
d. Early Voting JBCs <u>4</u> x <u>\$125</u> / <u>3</u>	<u>\$167</u>	
e. Early Voting eSlates <u>30</u> x <u>\$125</u> / <u>3</u>	<u>\$1,250</u>	
f. Early Voting DAUs <u>4</u> x <u>\$150</u> / <u>3</u>	<u>\$200</u>	
g. Cell Phones - 9 days <u>4</u> x <u>\$27</u> / <u>3</u>	<u>\$36</u>	
Election Day		
h. Election Day supply kits <u>8</u> x <u>\$35</u> / <u>2</u>	<u>\$140</u>	

Attachment D

**May 11, 2013 Polling Places for
Lamar Consolidated Independent School District,
Polls shall be open from 7:00 A.M. until 7:00 P.M.**

Lamar CISD Districts:

Polling Locations

Precincts

District 1

Rosenberg City Hall
2110 Fourth Street
Rosenberg, TX

1012(p), 1013(p)
1037(p), 1048(p)
1054(p)

FBC Fairgrounds Building "D"
4310 Highway 36 S
Rosenberg, TX

1025(p)

District 2

Austin Elementary School
1630 Pitts Road
Richmond, TX

3041(p), 3063(p)

Richmond Water Maintenance Facility
110 N. 8th Street
Richmond, TX

1001(p), 1076(p)
1072

Pecan Grove Baptist Church
1727 FM 359
Richmond, TX

1103(p)

Frost Elementary School
3306 Skinner Lane
Richmond, TX

3005(p), 3083(p), 4082(p)
4117(p)

Old Foster Community Museum
7720 FM 359
Richmond, TX 77406

3005(p)

District 3

Richmond Water Maintenance Facility
110 N. 8th Street
Richmond, TX

1001(p), 1040(p)

Rosenberg City Hall
2110 Fourth Street
Rosenberg, TX

1048(p), 1040(p)
1073(p), 1074(p)

Pecan Grove Baptist Church 1103(p)
1727 FM 359
Richmond, TX

District 6

Richmond Water Maintenance Facility 1001(p)
110 N. 8th Street
Richmond, TX

Kendleton Church of God 1002(p)
619 FM 2919
Kendleton, TX 77451

FBC Road & Bridge (Needville) 1010(p)
3743 School St
Needville, TX 77461

Rosenberg City Hall 1013(p), 1037(p)
2110 Fourth Street 1048(p), 1054(p)
Rosenberg, TX 1073(p), 1074(p)

Friedens Church of Christ 1015(p), 1024(p)
7526 Avenue I
Beasley, TX

FBC Fairgrounds Building "D" 1025(p)
4310 Highway 36 S
Rosenberg, TX

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 end products of the reporting process. You will find attached the following reports:

- Ratification of January 2013 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, Chief Financial Officer

Recommended for ratification:



Dr. Thomas Randle
Superintendent

SCHEDULE OF JANUARY 2013 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 January total \$16,510,705 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	11,297,758
614	Employee Benefits	362,734
621	Professional Services	52,556
623	Education Services Center	17,767
624	Contracted Maintenance and Repair Services	189,544
625	Utilities	160,157
626	Rentals and Operating Leases	18,485
629	Miscellaneous Contracted Services	382,468
631	Supplies and Materials for Maintenance and Operations	186,091
632	Textbooks and Other Reading Materials	76,732
633	Testing Materials	8,996
634	Food Service	362,293
639	General Supplies and Materials	439,723
641	Travel and Subsistence -- Employee and Student	59,926
649	Miscellaneous Operating Costs/Fees and Dues	506,834
659	Other Debt Services Fees	500
662	Building Purchase, Construction, and/or Improvements	2,097,878
663	Furniture & Equipment - \$5,000 or more per unit cost	245,547
129	Misc. Receivable/Alternative Certification Fees	1,600
131	Inventory Purchases	37,465
231	Deferred Revenues	1,566
219	Due to Others	3,000
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	1,085
Total		16,510,705

PROGRAM DESCRIPTION:

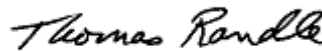
The report above represents all expenditures made during the month of January 2013 including purchasing card transactions from the previous month. The detailed check information is available upon request.

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 JANUARY 31, 2013

<u>CASH RECEIPTS</u>	AMENDED BUDGET	ACTUAL	BUDGET VARIANCE	PERCENT ACTUAL/ BUDGET
5700-LOCAL REVENUES	109,056,328.00	90,072,267.00	(18,984,061.00)	82.6%
5800-STATE PROGRAM REVENUES	72,193,252.00	46,882,285.00	(25,310,967.00)	64.9%
5900-FEDERAL PROGRAM REVENUES	2,070,000.00	857,321.00	(1,212,679.00)	41.4%
TOTAL- REVENUES	183,319,580.00	137,811,873.00	(45,507,707.00)	75.2%
 <u>EXPENDITURES</u>				
6100-PAYROLL COSTS	154,354,106.00	61,429,380.00	92,924,726.00	39.8%
6200-PROFESSIONAL/CONTRACTED SVCS.	13,441,097.00	3,818,316.00	9,622,781.00	28.4%
6300-SUPPLIES AND MATERIALS	7,907,251.00	2,589,622.00	5,317,629.00	32.7%
6400-OTHER OPERATING EXPENDITURES	8,889,592.00	3,518,016.00	5,371,576.00	39.6%
6600-CAPITAL OUTLAY	1,020,041.00	629,131.00	390,910.00	0.0%
TOTAL-EXPENDITURES	185,612,087.00	71,984,465.00	113,627,622.00	38.8%

**Lamar CISD
Local Investment Pools
as of January 31, 2013**

ACCOUNT NAME	BEGINNING BALANCE	TOTAL DEPOSIT	TOTAL WITHDRAWAL	TOTAL INTEREST	MONTH END BALANCE
TexPool accounts are as follows:					
Food Service	2,544,635.78	0.00	200,000.00	204.65	2,344,840.43
General Account	35,696,634.60	3,000.00	14,519,823.67	2,587.86	21,182,398.79
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	4,556,090.89	788,305.92	1,575,000.00	368.71	3,769,765.52
Debt Service Series 2004	300,585.79	0.00	0.00	25.18	300,610.97
Workmen's Comp	773,623.86	31,517.75	30,000.00	65.90	775,207.51
Property Tax	25,365,880.61	65,611,322.33	0.00	5,388.94	90,982,591.88
Vending Contract Sponsor	474,752.48	0.00	0.00	39.80	474,792.28
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	23,035.03	0.00	0.00	1.93	23,036.96
Debt Service Series 2007	18,817.78	0.00	0.00	1.59	18,819.37
Capital Projects Series 2005	666,677.91	0.00	0.00	55.84	666,733.75
Student Activity Funds	56,199.99	0.00	3,000.00	4.65	53,204.64
Taylor Ray Donation Account	12,352.85	0.00	0.00	1.01	12,353.86
Capital Projects Series 2007	3.63	0.00	0.00	0.00	3.63
Common Threads Donation	53,163.94	0.00	0.00	4.49	53,168.43
Debt Service Series 2008	692,724.16	0.00	0.00	58.04	692,782.20
Powell Point Series 2003	21,379.67	0.00	0.00	1.80	21,381.47
Capital Projects 2012A	22,024,046.21	0.00	0.00	1,845.05	22,025,891.26
Lone Star Investment Pool Government Overnight Fund					
Capital Projects Fund	5,013.37	0.00	0.00	0.43	5,013.80
Workers' Comp	719,774.47	0.00	0.00	61.93	719,836.40
Property Tax Fund	32,111.34	0.00	0.00	2.76	32,114.10
General Fund	2,583,991.67	0.00	0.00	222.32	2,584,213.99
Food Service Fund	90,354.70	0.00	0.00	7.77	90,362.47
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	699.59	0.00	0.00	0.06	699.65
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	143,523.10	0.00	0.00	12.35	143,535.45
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	383.48	0.00	0.00	0.03	383.51
Capital Projects 2008	36,786.31	0.00	0.00	3.16	36,789.47
Capital Projects 2012A	22,024,221.15	0.00	0.00	1,894.89	22,026,116.04
MBIA Texas CLASS Fund					
General Account	15,308,354.32	0.00	0.00	2,386.58	15,310,740.90
Capital Project Series 1998	904.35	0.00	0.00	0.01	904.36
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	11,020,082.81	0.00	0.00	1,718.02	11,021,800.83
TEXSTAR					
Capital Projects Series 2007	742.42	0.00	0.00	0.04	742.46
Debt Service Series 2008	3,007,036.00	0.00	0.00	281.61	3,007,317.61
Capital Projects Series 2008	8,742,121.02	0.00	1,915.47	818.62	8,741,024.17
Debt Service Series 2012A	6,007,416.01	0.00	0.00	562.59	6,007,978.60
Debt Service Series 2012B	4,767.75	0.00	0.00	0.44	4,768.19
Capital Projects Series 2012A	19,776,191.24	0.00	2,524,608.90	1,716.72	17,253,299.06
TEXAS TERM/DAILY Fund					
Capital Projects Series 2007	2,237,525.11	0.00	0.00	220.64	2,237,745.75
Capital Projects Series 2008	140.49	0.00	0.00	0.01	140.50
Capital Projects Series 2012A	16,515,734.98	0.00	0.00	1,628.61	16,517,363.59

<u>ACCOUNT TYPE</u>	<u>AVG. RATE OF RETURN</u>	<u>CURRENT MONTH EARNINGS</u>
TEXPOOL ACCOUNT INTEREST	0.10	\$10,655.44
LONE STAR ACCOUNT INTEREST	0.10	\$2,205.70
MBIA TEXAS CLASS ACCOUNT INTEREST	0.18	\$4,104.61
TEXSTAR ACCOUNT INTEREST	0.11	\$3,380.02
TEXAS TERM/DAILY ACCOUNT INTEREST	0.10	\$1,849.26
TOTAL CURRENT MONTH EARNINGS		\$22,195.03
EARNINGS 9-01-12 THRU 12-31-12		\$106,010.38
TOTAL CURRENT SCHOOL YEAR EARNINGS		\$128,205.41

CONSIDER APPROVAL OF BUDGET AMENDMENT REQUESTS

RECOMMENDATION:

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

IMPACT/RATIONALE:

The proposed amendments represent budget amendments that 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 LCISD 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 14.0)

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

Hutchison Elementary is requesting a budget change to move funds previously budgeted for wireless services to cover travel expenses. Funds are no longer needed for wireless services because principal is using personal phone.

199-51	Plant Maintenance & Operations	(413.00)
199-23	School Leadership	413.00

Terry High School is requesting a budget change to pay for assistant principal to attend training on autism disorders.

199-13	Curriculum and Instr. Staff Development	(150.00)
199-23	School Leadership	150.00

Administration is requesting two budget changes:

The first budget change is to pay for wireless services for I Pads for board members. Per TEA Financial Accountability System Resource Guide, utility expenditures for the entire school district should be coded to function 51.

199-41	General Administration	(1,776.00)
199-51	Plant Maintenance & Operations	1,776.00

The second budget change is to pay for the purchase of K12 Insight strategic development services.

199-11	Classroom Instruction	(63,085.00)
199-13	Curriculum and Instr. Staff Development	(41,315.00)
199-21	Instructional Leadership	52,200.00
199-41	General Administration	52,200.00

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
DIAGNOSTICIANS' WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming March 4 - 8, 2013 as "Diagnosticians' Week" in Texas and in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Diagnosticians provide the leadership in working with parents, teachers, and other professionals to develop a successful team that can coordinate the program for students with special needs.

Lamar CISD will use this week as a time to recognize, honor, and thank the educational diagnosticians for their dedication and for the quality of their work.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, **Diagnosticians' Week** has been proclaimed by the Governor of Texas to be recognized the week of March 4 - 8, 2013 throughout Texas; and

WHEREAS, **Diagnosticians** in Texas play an important role in the educational, social and emotional development of our children; and

WHEREAS; **Diagnosticians** identify learning disabilities and recommend appropriate special education intervention for students; and

WHEREAS, **Diagnosticians** are in a unique position to consult with professionals in other fields when speech, physical, medical and emotional problems are indicated;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares **March 4 - 8, 2013** as **Diagnosticians' Week** in the Lamar Consolidated Independent School District.

Adopted this 21st day of February 2013.

Michael Richard, President

Julie Thompson, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING
TEXAS PUBLIC SCHOOLS WEEK**

RECOMMENDATION:

That the Board of Trustees approve the attached resolution proclaiming the week of March 4 - 8, 2013 as Texas Public Schools Week in the Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Texas has historically been dedicated to a strong public education system. Texas Public Schools Week is a tradition begun by the Masonic Lodges of Texas in 1950 and places special emphasis upon education during this celebration of Texas Public Schools. This week marks more than 160 years of a free public education in Texas.

Lamar CISD will be among the more than 1,000 school districts across the state celebrating Texas Public Schools Weeks during March 2013. In every field—science, engineering, music, technology, etc.—you see the positive effects of Texas Public Schools. Our students, teachers and staff members continue to give us excellent reasons to celebrate their innumerable achievements.

Parents and community members are invited into the classrooms of Lamar CISD to watch learners in action and the educational process at work.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle
Superintendent

Resolution

WHEREAS, today's students in **Texas public schools** hold the promise of being tomorrow's leaders; AND

WHEREAS, the Lamar Consolidated Independent School District provides a solid foundation to ensure children's future success through a quality education; AND

WHEREAS, the dedicated efforts of parents, educators and the community is the cornerstone of support and strength for our schools; AND

WHEREAS, the higher level of achievement experienced by our students is a direct result of the commitment to excellence from the teachers and a vision of continued improvement; AND

WHEREAS, for more than 50 years, the observance of **Texas Public Schools Week** has demonstrated the significant impact of education on our future and our communities.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District encourages all citizens to reaffirm their commitment to public schools during **Texas Public Schools Week, March 4-8, 2013**, and urges parents to take time to visit their child's campus and find ways to contribute and help our children become the leaders of tomorrow.

Adopted this 21st day of February 2013.

Michael Richard, President

Julie Thompson, Secretary

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:

John C. and Carolyn Noonan Parmer Private Foundation donated \$3,000 to 1621 Place.

Hubenak PTA donated \$14,600 to purchase an asphalt track at Hubenak Elementary School.

Antoinette Reading Junior High PTO donated \$43,190.76 to purchase a marquee for Reading Junior High School.

George Ranch High School Booster Club donated \$5,712 to install a sprinkler system on the field at Reading Junior High School.

Wertheimer Parent Association donated \$5,200 to purchase iPads and covers for Wertheimer Middle School.

Recommended for approval:



Dr. Thomas Randle
Superintendent

**DISCUSSION OF REQUEST FOR THE HISTORIC SITE EXEMPTION
QUALIFICATION FOR THE SIMONTON SCHOOL**

The governing body of a taxing unit may exempt from taxation part or all of the assessed value of a structure if the structure is: (1) designated as a Recorded Texas Historical Landmark by the Texas Historical Commission and by the governing body of the taxing unit; or (2) designated as a historically significant site in need of tax relief to encourage its preservation pursuant to an ordinance or other law adopted by the governing body of the unit.

A taxing unit may exempt a specific percentage of property value or a fixed dollar amount of value from a historically significant structure. A taxing unit may not freeze the taxes paid on the historic site as of the date the exemption is granted. The taxing unit is allowed to exempt value - either a percentage of the property value or a fixed dollar amount.

The Simonton School building has been designated as a historical building, and the attached request for property tax exemption was received for consideration by the Board of Trustees. If granted, the historic site tax exemptions would be effective for the 2013 tax year and must be renewed on an annual basis.

In accordance with Board Policy CCG (Local), the Simonton School has applied for a historical tax exemption for the taxes to be levied for the 2013-14 school year.

TAXPAYER	LOCATION/TYPE OF PROPERTY	PROPERTY VALUE	ESTIMATED AMOUNT OF TAX RELIEF
Simonton School	34935 FM 1093 Simonton, TX 77476	\$308,300	\$4,285.52

Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent



Application for Historic or Archeological Site Property Tax Exemption

F. BEND CENTRAL APPRAISAL DISTRICT

281-344-8623
Phone (area code and number)

Appraisal District's Name

2801 B.F. TERRY BLVD. ROSENBERG, TX 77471

Address, City, State, ZIP Code

GENERAL INSTRUCTIONS: This application is for use in claiming property tax exemptions pursuant to Tax Code §11.24. You must furnish all information and documentation required by the application.

APPLICATION DEADLINES: You must file the completed application with all required documentation between January 1 and no later than April 30 of the year for which you are requesting an exemption.

ANNUAL APPLICATION REQUIRED: You must apply for this exemption each year you claim entitlement to the exemption.

OTHER IMPORTANT INFORMATION

Pursuant to Tax Code §11.45, after considering this application and all relevant information, the chief appraiser may request additional information from you. You must provide the additional information within 30 days of the request or the application is denied. For good cause shown, the chief appraiser may extend the deadline for furnishing the additional information by written order for a single period not to exceed 15 days.

STEP 1: State the Year for Which You are Seeking an Exemption

State the year for which you are seeking an exemption

STEP 2: Provide Name and Mailing Address of Property Owner and Identity of Person Preparing Application

PAULA REEDER

Name of Property Owner

P.O. BOX 546 (34935 FM 1093)

Mailing Address

SIMONTON, TX 77476-0546

City, State, ZIP Code

832-274-6414
Phone (area code and number)

Property Owner is a(n) (check one):

individual partnership corporation other (specify):

PAULA REEDER

Name of Person Preparing this Application

OWNER

Title

TAL# 06954316
Driver's License, Personal I.D. Certificate,
or Social Security Number*

If this application is for an exemption from ad valorem taxation of property owned by a charitable organization with a federal tax identification number, that number may be provided here in lieu of a driver's license number, personal identification certificate number, or social security number:

* Unless the applicant is a charitable organization with a federal tax identification number, the applicant's driver's license number, personal identification certificate number, or social security account number is required. Pursuant to Tax Code Section 11.48(a), a driver's license number, personal identification certificate number, or social security account number provided in an application for an exemption filed with a chief appraiser is confidential and not open to public inspection. The information may not be disclosed to anyone other than an employee of the appraisal office who appraises property, except as authorized by Tax Code Section 11.48(b). If the applicant is a charitable organization with a federal tax identification number, the applicant may provide the organization's federal tax identification number in lieu of a driver's license number, personal identification certificate number, or social security account number.

STEP 3: Describe the Property for Which You are Seeking an Exemption

SIMONTON SCHOOL, 34935 FM 1093, SIMONTON, TX 77476

Address, City, State, ZIP Code

0092 T WESTALL, ACRES 1.3015

Legal Description (if known)

R 40143
Appraisal District Account Number (if known)



Application for Historic or Archeological Site Property Tax Exemption

Step 4: List the Taxing Units that have Granted an Exemption Pursuant to Tax Code Section 11.24 and Attach Supporting Documentation

FOR EACH TAXING UNIT IDENTIFIED, ATTACH COPIES OF DOCUMENTS REFLECTING OFFICIAL ACTION OF THE GOVERNING BODY THAT PROVIDES FOR AN EXEMPTION.

STEP 5: Identify Official Historical and Archeological Designations and Attach Supporting Documentation

Has the property been designated as a Recorded Texas Historic Landmark under Chapter 442, Government Code, or a state archeological landmark under Chapter 191, Natural Resources Code, by the Texas Historical Commission? ... Yes No

IF YES, ATTACH COPIES OF DOCUMENTS REFLECTING DESIGNATION.

Has the property been designated as a historically or archeologically significant site in need of tax relief to encourage its preservation pursuant to an ordinance or other law adopted by the governing body of the unit? ... Yes No

IF YES, ATTACH COPIES OF DOCUMENTS REFLECTING DESIGNATION.

STEP 6: Read, Sign, and Date

By signing this application, you certify that the information provided in this application is true and correct to the best of your knowledge and belief.

sign here

Authorized Signature (Handwritten: Paula Reeder)

Date (Handwritten: 1/15/2013)

Printed Name (Handwritten: PAULA REEDER)

If you make a false statement on this form, you could be found guilty of a Class A misdemeanor or a state jail felony under Section 37.10, Penal Code.

Sec. 11.24 Historic Sites

The governing body of a taxing unit by official action of the body adopted in the manner required by law for official actions may exempt from taxation part or all of the assessed value of a structure and the land necessary for access to and use of the structure, if the structure is:

- (1) designated as a Recorded Texas Historical Landmark by the Texas Historical Commission and by the governing body of the taxing unit; or
- (2) designated as a historically significant site in need of tax relief to encourage its preservation pursuant to an ordinance or other law adopted by the governing body of the unit.

Amended by 1995 Tex. Laws, p. 917, ch. 109, Sec. 21.

Cross References

Notes



Fort Bend Central Appraisal District

Data on this Web site represents 2012 Certified Values



- Home
- General Information
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Property Detail Sheet (R40143)

- [History](#)
- [GIS Map](#)
- [Datasheet](#)

- Property ID Search
- Account Search
- Owner Search
- Address Search

Owner Information

Owner ID: 00382923
 Owner Name: Reeder, Paula K
 Owner Address: 34935 FM 1093 RD
 Simonton, TX 77476
 Email Address: No email address on file.
 Property Address: 34935 FM 1093

Property Data

- Detail Sheet
- Datasheet
- Other
- Taxing Units
- Neighborhoods
- Abstracts
- Subdivisions
- Forms
- Tax Rates
- GIS Map
- Protest Video
- Depreciation Schedule
- Board Meeting
- Segment Codes
- Contact Us
- Commercial & PP

Parcel Information

Legal Description: 0092 T WESTALL, ACRES 1.3015, (80% Residential Use)
 Neighborhood: S18APS(Simonton Professional Office Low Rise <10000)
 Acreage: 1.3015
 Cross Reference: 0092-00-000-0900-901
 Undivided Interest:
Exemption Codes: HS (Homestead)
 Entity Codes: S01 (Lamar CISD)
 G01 (Ft Bend Co Gen)
 D01 (Fort Bend Drng)
 C18 (City of Simonton)
 R05 (Ft Bend Co ESD 4)
 F01 (Fort Bend Co LFRFC)
 Deed Type: Deed, General Warranty with Vendors Lien
 Deed Book:
 Deed Page: 2004089848
 Map Page: A-036-F
 Links:

Values Breakdown	2012 Value
Land HS:	\$42,620 +
Land NHS:	\$0 +
Improvement HS:	\$265,680 +
Improvement NHS:	\$0 +
Ag Market:	\$0
Ag Use:	\$0 +
Timber Market:	\$0
Timber Use:	\$0 +
Assessed:	\$308,300 =

		Improvements		
ID	Type	SPTB	Segs	Value
<u>Imp1</u>	C (Commercial)	F1 (F1 - Real Commercial)	8	\$ 265,680

		Land		
ID	Type	SPTB	Acres	Market
<u>Land1</u>	CP (Commercial Primary)	F1 (F1 - Real Commercial)	1.301	\$ 42,620

A recent version of Adobe Acrobat Reader is required to view PDF documents. Acrobat Reader is a free program available [here](#).

**CONSIDER APPROVAL FOR EXPANSION OF
LEAP: LAMAR EDUCATIONAL ADVENTURE PROGRAM**

RECOMMENDATION:


That the Board of Trustees approve Phase 2 (2013-2014 school year) of LEAP which will consist of 7 additional elementary campuses: Adolphus, Campbell, Dickinson, Frost, Hutchison, Velasquez, and Williams.

IMPACT/RATIONALE:

Last spring the Board approved the plan to begin a district operated after school program. The endeavor to being an after school program was one feasible solution to creating a revenue stream for the district to offset the reduction in funding from the state. We have provided monthly updates to the Facilities Committee on the progress of LEAP and a formal Board presentation in December 2012 regarding all aspects of the operation.

Submitted by: Michelle Piña Amos, Program Coordinator of LEAP
Laura Lyons, Executive Director of Elementary Education

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF PURCHASE OF BAND UNIFORMS FOR
LAMAR CONSOLIDATED HIGH SCHOOL**

RECOMMENDATION:

That the Board of Trustees award the contract for the design and construction of band uniforms for Lamar Consolidated High School to Stanbury Uniforms.

IMPACT/RATIONALE:

Bid #02-2013 requested pricing for complete band uniforms and drum major uniforms for Lamar Consolidated High School. A complete uniform consists of a long sleeve jacket, gauntlets, bib pants, garment bag, hat and plume for the band, as well as a special drum major jacket.

PROGRAM DESCRIPTION:

The recommended award for each uniform was based on the adherence to design requests, price, quality, complete uniform, and guaranteed delivery schedule. Each vendor was asked to submit a sample of their work, including the requested fabric, for the review committee to evaluate.

The review committee, consisting of representatives from Lamar Consolidated High School and the Fine Arts Department, worked with the Purchasing Department on bid specifications, evaluation, and award recommendation.

Submitted by: Audrey L. Fox, Purchasing Manager
Jill Ludwig, Chief Financial Officer
Ramiro Estrada, Director of Fine Arts

Recommended for approval:



Dr. Thomas Randle
Superintendent

Bid Summary
Bid # 02-2013
Band Uniforms - Lamar Consolidated High School
February 21, 2013

Item	Quantity	Description	Demoulin Bros. and Co.	Fruhauf Uniforms, Inc.	Stanbury Uniforms
1	275	Jacket	177.81	146.63	139.20
2	275	Gauntlet Cuffs - pair	31.42	30.48	32.60
3	275	Bib Trousers	93.64	64.29	74.50
4	275	Shakos	52.99	46.02	40.15
5	275	Plumes	15.83	24.80	20.50
6	275	Shako Cases	N/C	9.74	9.25
7	5	Drum Major Jackets	515.75	146.63	350.00
8	275	Garment Bags	11.09	11.35	10.00
		TOTAL	107,843.25	92,393.40	91,455.00
		Sample Ship within # days	21-30 days	21 days	21 days
		# Calendar Days after order	100-150 days	120-165 days	75-125 days

CONSIDER APPROVAL OF IRRIGATION SERVICES AND MATERIALS

RECOMMENDATION:

That the Board of Trustees approve Enchanted Landscapes as the vendor for irrigation services and materials.

IMPACT/RATIONALE:

Competitive Sealed Proposal #01-2013 requested prices for an annual contract for irrigation services and materials. This proposal covers performance of installation and/or maintenance and repairs to irrigation systems at all LCISD facilities.

The Maintenance and Operations Department worked with the Purchasing Department on bid specifications, evaluation, and award recommendation. Of four respondents to this bid, the District received three bid submissions and one Notice of No Bid response. The evaluation of each contractor and final decision was done through a 13-point weighted evaluation system pre-established in the bid along with the response to associated costs.

PROGRAM DESCRIPTION:

This bid will be awarded as an annual contract with the option of renewal for two additional one year periods if both parties agree and terms and conditions remain the same, with the exception of any documented increases in labor, material or disposal costs delineated by the contractor and accepted by the District prior to renewal. This agreement will commence on March 1, 2013, and it is the intent of the administration to renew this contract for years 2 and 3 based on pricing and performance.

Submitted by: Audrey L. Fox, Purchasing Manager
Jill Ludwig, Chief Financial Officer
Kevin McKeever, Administrator for Operations

Recommended for approval:



Dr. Thomas Randle
Superintendent

Bid Summary
 CSP No. 01-2013
 Irrigation Services and Materials
 February 21, 2013

	Classic Irrigation & Landscape Inc.	Enchanted Landscapes	Hydrozone Landscape Corp.
Licensed Irrigator			
Price Per Hour	\$ 60.00	\$ 48.00	\$ 45.00
Overtime Price Per Hour	\$ 80.00	\$ 62.00	\$ 67.50
Irrigation Technician			
Price Per Hour	\$ 55.00	\$ 35.00	\$ 30.00
Overtime Price Per Hour	\$ 70.00	\$ 46.25	\$ 45.00
Irrigation Helper			
Price Per Hour	\$ 30.00	\$ 26.00	\$ 20.00
Overtime Price Per Hour	\$ 36.00	\$ 32.25	\$ 30.00
Truck or Travel Time			
Price Per Hour	\$ 20.00	\$ 10.00	\$ 65.00
Overtime Price Per Hour	\$ 25.00	\$ 10.00	\$ 97.50
Overtime Charges (Circle AM or PM)			
Overtime Charge For Any Hour After	9:00 PM	5:00 PM	5:00 PM
Or Before (Monday - Friday)*	5:00 AM	8:00 AM	7:00 AM
<i>*Weekends are Overtime Charges unless noted</i>	no OT Sat.		
Material/Supplies			
Material Cost Plus	10%	20%	25%
Average Response Time to Calls	next day	1 day	no response
Emergency Response Time to Calls	2-4 hours	1 hour	no response
Additional Cost:	none	none	
Boring under sidewalks (<8 ft wide)			\$20.00/L.F.
Boring under driveways			\$30.00/L.F.
Designing service			\$60.00/hr or min. of \$300 per design
Proof of Bondability provided	No	Yes	Yes

Proposal Evaluation (Average of 3 Appraisers)
CSP No. 01-2013
Irrigation Services and Materials
February 21, 2013

Each line item is weighted by points. The number of points awarded may be all, partial, or none.
A low number means low evaluation and a high number means a high evaluation of the line item.

		Classic Irrigation & Landscape Inc.	Enchanted Landscapes	Hydrozone Landscape Corp.
13 PTS	The amount of the base proposal.	10.3	12.7	10.3
11 PTS	The sufficiency of the Contractor's total resources.	10.0	10.7	10.0
10 PTS	The probability that the Contractor can perform in accordance with the proposal documents.	8.3	9.3	8.3
10 PTS	The responsibility and reputation of the Contractor.	9.0	10.0	9.0
9 PTS	Guaranteed response times.	7.7	9.0	3.3
9 PTS	The likelihood that the Contractor will perform without delay or interference.	8.0	9.0	7.7
8 PTS	The quality and availability of the Contractor's personnel and services.	7.3	8.0	7.3
5 PTS	The Contractor's previous compliance with laws affecting the project.	5.0	5.0	5.0
5 PTS	The amount of values in the additional pricing submittals.	5.0	5.0	5.0
5 PTS	The number and scope of conditions, if any, attached to the proposal by the Contractor.	5.0	5.0	5.0
5 PTS	Safety record of Contractor according to the OSHA inspection logs for the last three years, a loss analysis from the Contractor's insurance carrier and a loss history covering all lines of insurance coverage carried by the Contractor.	5.0	5.0	5.0
5 PTS	Previous experience of the Contractor with contracts of comparable magnitude and quantities.	5.0	5.0	5.0
5 PTS	Previous satisfactory experience with Public Schools.	3.7	5.0	4.3
100 PTS	TOTAL to Contractor	89.3	98.7	85.3

**CONSIDER APPROVAL OF EXTENSION OF THE CURRENT ANNUAL CONTRACT FOR
LOCAL FOOD AND CATERING SERVICES**

RECOMMENDATION:

That the Board of Trustees approve an extension of the current annual contract for local food and catering services through June 30, 2013.

IMPACT AND RATIONALE:


Lamar CISD's current annual contract for local food and catering services ends April 19, 2013. An extension until June 30, 2013 is recommended so that the annual contract will follow the school calendar. Campus and department input has revealed the need to maintain a consistent vendor list until the end of each school year to efficiently supply food and catering needs to all programs. All subsequent annual contracts for this commodity will begin on July 1st.

PROGRAM DESCRIPTION:

In order to maintain consistency of vendors for the remainder of the 2012-2013 school calendar year and efficiently handle all events throughout this year, it is recommended to approve the extension.

Submitted by: Audrey L. Fox, Purchasing Manager
 Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF MAINTENANCE AND OPERATION
SERVICES AND MATERIALS**

RECOMMENDATION:

That the Board of Trustees approve all vendors who responded with complete and acceptable bid responses to the maintenance and operation services and materials bid.

IMPACT/RATIONALE:

Purchases of maintenance and operation services and materials are funded by local or bond fund budgets and allocated by the Maintenance and Operations Department. This type of award is beneficial to the District because it allows the Maintenance and Operations Department to competitively purchase a large variety of services and materials when exact needs cannot be specified or anticipated in advance. Any large aggregated purchase of services and materials will be quoted separately to take advantage of volume discounts.

PROGRAM DESCRIPTION:

The Maintenance and Operations Department worked with the Purchasing Department on bid specifications, evaluation, and award recommendation. The evaluation of each contractor and final decision was done through a 13-point weighted evaluation system pre-established in the bid. Trade commodity categories were established and multiple vendors were awarded by rank into the trade categories as follows:

Boiler Repair	Electrical
Grounds & Dirt Work	Grounds Equipment & Repair
Intercom/PA	Locksmith & Door Repair
Plumbing	Wall & Vinyl Repair
Welding	

This bid will be awarded as an annual contract with the option of renewal for two additional one year periods if both parties agree and terms and conditions remain the same, with the exception of any documented increases in labor, material or disposal costs delineated by the contractor and accepted by the District prior to renewal. This agreement will commence on March 1, 2013, and it is the intent of the administration to renew this contract for years 2 and 3 based on pricing and performance.

Submitted by: Audrey L. Fox, Purchasing Manager
 Jill Ludwig, Chief Financial Officer
 Kevin McKeever, Administrator for Operations

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

Bid Tabulation
RFP No. 44-2012
Maintenance and Operations Services and Materials
February 21, 2013

	Boiler Repair	Electrical		Grounds & Dirt Work	Grounds Equipment & Repair			Intercom/PA	
Vendor Rank By Trade	1st	1st	2nd	1st	1st	2nd	3rd	1st	2nd
	Gulf Coast Boiler Service Co.	Urbish Electric, LLC	J&V Electric Company	M.W. Muegge Dozer	Turf Equipment & Supplies, Inc.	Rosenberg Tractor	Professional Turf Products	3D Communications Corporation	Firetron, Inc.
Licensed Contractor									
Price Per Hour	\$0.00	\$65.00	\$67.81	\$110.00-\$125.00	No Bid	\$68.00	\$103.88	\$85.00	\$125.00
Overtime Price Per Hour	\$0.00	\$97.50	\$101.72	\$100.00	No Bid	No Bid	No Bid	\$127.50	\$187.50
Contractor's Technician									
Price Per Hour	\$90.00	\$55.00	\$59.06	\$110.00	\$80.00	No Bid	\$103.88	\$85.00	\$125.00
Overtime Price Per Hour	\$125.00	\$82.50	\$88.59	\$90.00	\$80.00	No Bid	No Bid	\$127.50	\$187.50
Contractor's Helper									
Price Per Hour	\$75.00	\$45.00	\$38.75	\$100.00	No Bid	No Bid	No Bid	\$50.00	\$62.00
Overtime Price Per Hour	\$90.00	\$67.50	\$58.13	No Bid	No Bid	No Bid	No Bid	No Bid	\$96.00
Truck or Travel Time (if applicable)									
Price Per Hour	\$0.00	\$7.00	\$98.00	\$100.00	\$80.00	\$68.00	\$103.88	\$85.00	Truck Fee of \$47.50
Overtime Price Per Hour	\$0.00	\$7.00	\$98.00	No Bid	No Bid	No Bid	No Bid	\$127.50	\$187.50
Overtime Charges (if applicable)									
Overtime Charge for Any Hour after	5:00 PM	5:00 PM	5:00 PM	No Bid	No Bid	No Bid	No Bid	5:00 PM	3:30 PM
Or Before	4:00 AM	8:00 AM	7:00 AM	No Bid	No Bid	No Bid	No Bid	8:00 AM	7:00 AM
*Weekends are Overtime Charges unless noted									
Materials/Supplies									
Material Cost Plus (% or \$)	15%	40%	15%	Price Per Ton	3%	No Bid	No Bid	20%	15%
Limestone	n/a	n/a	n/a	\$34.00 per ton	n/a	n/a	n/a	n/a	n/a
Crushed Concrete	n/a	n/a	n/a	\$24.00 per ton	n/a	n/a	n/a	n/a	n/a
Granite Asphalt	n/a	n/a	n/a	\$32.00 per ton	n/a	n/a	n/a	n/a	n/a
Average Response Time To Calls	40 Minutes	Same Day	24 Hours	1 - 2 Days	1 - 2 Days	No Bid	No Bid	Same or Next Day	2 Hours
Emergency Response Time To Calls	1 Hour	30 Minutes	4 Hours	1/2 - 1 Day	5 Hours	No Bid	No bid	3 Hours or Less	2 Hours
Additional Cost:									
Bucket Truck	n/a	\$60.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Digger Truck	n/a	\$60.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Small Trencher	n/a	\$30.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Large Trencher	n/a	\$50.00	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Subcontractors/Rentals/Cranes	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Shipping Cost	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a

Vendor Rank By Trade	Locksmith & Door Repair		Plumbing		Wall & Vinyl Repair	Welding
	1st	2nd	1st	2nd	1st	1st
	Jack's Lock & Safe Inc.	Lunsford Door & Service Inc.	Phil's Plumbing Co.	American Mechanical Services of Houston, LLC	J.K. Wallcovering Co.	Franks Iron Works & Industrial Coatings Inc.
Licensed Contractor						
Price Per Hour	\$75.00	No Bid	\$60.00	\$80.00	No Bid	\$85.00
Overtime Price Per Hour	\$112.50	No Bid	\$0.00	\$120.00	No Bid	\$127.50
Contractor's Technician						
Price Per Hour	No Bid	\$99.00	\$40.00	\$80.00	\$17.50	\$25.00
Overtime Price Per Hour	No Bid	\$148.50	\$0.00	\$120.00	No Bid	\$37.50
Contractor's Helper						
Price Per Hour	No Bid	No Bid	\$15.00	\$65.00	\$12.50	\$15.00
Overtime Price Per Hour	No Bid	No Bid	\$0.00	\$90.00	No Bid	\$22.50
Truck or Travel Time (if applicable)						
Price Per Hour	No Bid	\$99.00	\$20.00	\$0.00	No Bid	No Bid
Overtime Price Per Hour	No Bid	\$148.50	\$0.00	\$0.00	No Bid	No Bid
Overtime Charges (if applicable)						
Overtime Charge for Any Hour after	5:00 PM	4:30 PM	No Overtime	4:00 PM	No Bid	No Bid
Or Before	8:30 AM	No Bid	No Overtime	7:00 AM	No Bid	No Bid
*Weekends are Overtime Charges unless noted				Rates for Sundays and Holidays is \$140.00/Hour		
Materials/Supplies						
Material Cost Plus (% or \$)	No Bid	25%	15%	18%	20%	10%
Limestone	n/a	n/a	n/a	n/a	n/a	n/a
Crushed Concrete	n/a	n/a	n/a	n/a	n/a	n/a
Granite Asphalt	n/a	n/a	n/a	n/a	n/a	n/a
Average Response Time To Calls	No Bid	24 Hours	Same Day	4 Hours	4 Hours	24 Hours
Emergency Response Time To Calls	No Bid	Same Day	Immediate	2 Hours	1 Hour	1 Hour
Additional Cost:						
Bucket Truck	n/a	n/a	n/a	n/a	n/a	n/a
Digger Truck	n/a	n/a	n/a	n/a	n/a	n/a
Small Trencher	n/a	n/a	n/a	n/a	n/a	n/a
Large Trencher	n/a	n/a	n/a	n/a	n/a	n/a
Subcontractors/Rentals/Cranes	n/a	n/a	n/a	Cost + 10%	n/a	n/a
Shipping Cost	n/a	n/a	n/a	n/a	Actual Cost	n/a

**Proposal Evaluation (Average of 3 Appraisers)
RFP No. 44-2012
Maintenance and Operations Services and Materials
February 21, 2013**

Vendor Rank By Trade		Boiler Repair	Electrical		Grounds & Dirt Work	Grounds Equipment & Repair			Intercom/PA	
		1st	1st	2nd	1st	1st	2nd	3rd	1st	2nd
Each line item is weighted by points. The number of points awarded may be all, partial, or none. A low number means a low evaluation and a high number means a high evaluation of the line item.		Gulf Coast Boiler Service Co.	Urbish Electric, LLC	J&V Electric Company	M.W. Muegge Dozer	Turf Equipment & Supplies, Inc.	Rosenberg Tractor	Professional Turf Products	3D Communications Corporation	Firetron, Inc.
13 PTS	The amount of the base proposal.	12.3	12.7	11.7	11.3	11.0	11.7	10.3	12.3	11.0
11 PTS	The sufficiency of the Contractor's total resources.	10.3	11.0	10.0	9.7	10.3	10.3	10.0	11.0	10.3
10 PTS	The probability that the Contractor can perform in accordance with the proposal documents.	8.3	10.0	9.0	9.3	8.3	8.3	7.7	10.0	9.0
10 PTS	The responsibility and reputation of the Contractor.	9.3	10.0	9.0	9.3	8.0	8.3	7.7	10.0	9.0
9 PTS	Guaranteed response times.	8.3	9.0	8.0	7.7	6.3	5.0	0.3	7.7	9.0
9 PTS	The likelihood that the Contractor will perform without delay or interference.	8.0	8.3	8.0	8.0	7.0	6.7	4.3	8.3	8.0
8 PTS	The quality and availability of the Contractor's personnel and services.	7.7	7.0	7.3	7.3	7.0	6.0	6.7	8.0	7.0
5 PTS	The Contractor's previous compliance with laws affecting the project.	5.0	4.0	4.7	5.0	5.0	5.0	5.0	5.0	5.0
5 PTS	The amount of values in the additional pricing submittals.	4.7	4.7	5.0	5.0	5.0	5.0	5.0	3.7	4.7
5 PTS	The number and scope of conditions, if any, attached to the proposal by the Contractor.	5.0	5.0	4.7	5.0	5.0	5.0	5.0	5.0	5.0
5 PTS	Safety record of Contractor according to the Office of Safety and Health Administration inspection logs for the last three years, a loss analysis from the Contractor's insurance carrier and a loss history covering all lines of insurance coverage carried by the Contractor.	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
5 PTS	Previous experience of the Contractor with contracts of comparable magnitude and quantities.	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
5 PTS	Previous satisfactory experience with Public Schools.	5.0	5.0	3.3	5.0	5.0	5.0	5.0	5.0	5.0
100 PTS	TOTAL AVERAGE POINTS	94.0	96.7	90.7	92.7	88.0	86.3	77.0	96.0	93.0

**Proposal Evaluation (Average of 3 Appraisers)
RFP No. 44-2012
Maintenance and Operations Services and Materials
February 21, 2013**

Vendor Rank By Trade		Locksmith & Door Repair		Plumbing		Wall & Vinyl Repair	Welding
		1st	2nd	1st	2nd	1st	1st
Each line item is weighted by points. The number of points awarded may be all, partial, or none. A low number means a low evaluation and a high number means a high evaluation of the line item.		Jack's Lock & Safe Inc.	Lunsford Door & Service Inc.	Phil's Plumbing Co.	American Mechanical Services of Houston, LLC	J.K. Wallcovering Co.	Franks Iron Works & Industrial Coatings Inc.
13 PTS	The amount of the base proposal.	11.3	11.7	13.0	10.7	13.0	11.7
11 PTS	The sufficiency of the Contractor's total resources.	9.7	8.7	10.7	9.7	9.3	9.7
10 PTS	The probability that the Contractor can perform in accordance with the proposal documents.	8.7	8.3	9.7	8.3	9.3	9.7
10 PTS	The responsibility and reputation of the Contractor.	8.3	8.3	9.7	8.3	9.3	9.7
9 PTS	Guaranteed response times.	7.7	8.0	9.0	8.3	9.0	9.0
9 PTS	The likelihood that the Contractor will perform without delay or interference.	7.3	7.3	8.0	7.3	8.3	8.0
8 PTS	The quality and availability of the Contractor's personnel and services.	7.0	6.3	7.7	6.7	7.3	7.3
5 PTS	The Contractor's previous compliance with laws affecting the project.	5.0	5.0	5.0	5.0	5.0	5.0
5 PTS	The amount of values in the additional pricing submittals.	5.0	5.0	4.3	4.0	4.7	5.0
5 PTS	The number and scope of conditions, if any, attached to the proposal by the Contractor.	5.0	5.0	5.0	5.0	5.0	5.0
5 PTS	Safety record of Contractor according to the Office of Safety and Health Administration inspection logs for the last three years, a loss analysis from the Contractor's insurance carrier and a loss history covering all lines of insurance coverage carried by the Contractor.	5.0	5.0	5.0	5.0	5.0	5.0
5 PTS	Previous experience of the Contractor with contracts of comparable magnitude and quantities.	5.0	5.0	5.0	5.0	5.0	5.0
5 PTS	Previous satisfactory experience with Public Schools.	5.0	3.3	5.0	5.0	5.0	5.0
100 PTS	TOTAL AVERAGE POINTS	90.0	87.0	97.0	88.3	95.3	95.0

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT FOR THE NEW LAMAR
CONSOLIDATED HIGH SCHOOL SOFTBALL FIELD**

RECOMMENDATION:

That the Board of Trustees approve the design development for the new Lamar Consolidated High School Softball Field.

IMPACT/RATIONALE:

PBK Architects, Inc. will be presenting the design development for the new Lamar Consolidated High School Softball Field. The design development booklets will be under separate cover.

PROGRAM DESCRIPTION:

At the Regular Board Meeting on January 17, 2013 the Board approved the design development of the new Lamar Consolidated High School Baseball Field. During this meeting the Board received cost estimates for building a new softball field with the new baseball field. Upon approval PBK Architects will begin the construction drawing phase for the new Lamar Consolidated High School Softball Field.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF GEOTECHNICAL SERVICES FOR THE DESIGN OF
THE NEW DISTRICT NATATORIUM PROJECT**

RECOMMENDATION:

That the Board of Trustees approve Terracon for geotechnical engineering services for the design of the new District Natatorium Projects not to exceed \$7,300.

IMPACT RATIONALE:

Geotechnical services are a professional service that the District must contract directly. These funds were allocated within the 2011 Bond Budget.

PROGRAM DESCRIPTION:

Geotechnical services will generate reports that provide soil data that the architect needs to generate the construction specifications. These reports are crucial in the design of the new District Natatorium.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

February 1, 2013

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

Attn: Mr. Kevin McKeever, Administrator of Operations
P: 832.223.0250
E: mckeever@lcisd.org

Re: Cost Estimate for Geotechnical Engineering Services
Natatorium - Lamar Consolidated High School
4606 Mustang Avenue
Rosenberg, Texas
Terracon Document No. P92130159.Revision1

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

The project involves the proposed construction of a new natatorium within the existing Lamar Consolidated High School campus which is located at 4606 Mustang Avenue in Rosenberg, Texas. We understand that the natatorium is planned to include a one-story lobby/equipment area and a 14-foot deep swimming pool. Adjacent surface pavement areas are also planned as part of this project. We understand that the building is planned to be supported on a slab-on-grade foundation system. We also understand that the pool is planned to be structurally-supported and suspended on drilled footings. For structural loading information, we anticipate maximum building column loads on the order of 100 to 150 kips with floor pressures no greater than about 125 pounds per square foot (psf).

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 presented in the following paragraphs.



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



Cost Estimate for Geotechnical Engineering Services

Natatorium – Lamar Consolidated High School ■ Rosenberg, Texas

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Field Program. The field program for this project is planned to consist of drilling ten test borings to depths ranging from about 20 to 25 feet within the vicinity of the existing baseball field areas. The total drilling footage is planned to be 200 feet. The drilling is planned to be completed in two phases as indicated below.

Phase	Boring Location	Field Program	Drilling Footage, (feet)
I	Just outside the existing baseball field fence areas	2 Borings to 25 feet	50
		4 Borings to 20 feet	80
II	Swimming Pool Area	2 Borings to 25 feet	50
	Lobby/Equipment Area	1 Boring to 20 feet	20
Total Drilling Footage			200 feet

The borings will be located in the field by measuring from the site boundaries and on-site features shown on the drawing provided to us. The layout of the borings will be approximate. The boring depths will be measured from existing grade.

We will take reasonable measures to minimize damage to any landscaped, athletic field, or flatwork areas during our field program. However, restoration from any damage that occurs is not part of our scope of services.

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. The borings will be backfilled with soil cuttings upon completion of drilling.

We plan to use 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 site clearing, 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 Texas 811, a free utility locating service, to help locate public utilities within dedicated public utility easements. If underground utilities are known to exist within the site, Terracon should be notified so that we may review utility plans to help avoid the existing lines. Terracon cannot be responsible for damage to unmarked and/or unlocated utilities for which we are unaware or that are improperly located.

Cost Estimate for Geotechnical Engineering Services

Natorium – Lamar Consolidated High School ■ Rosenberg, Texas

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Laboratory Testing. The sample classifications will be reviewed and a 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, compressive strength tests, and grain-size analyses.

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 Phase I 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;
- Foundation design and construction;
- Swimming pool considerations; and
- Pavement design guidelines.

Upon completion of our Phase II evaluation, a letter report will be prepared which will detail the results of the testing performed and provides Boring Logs and a Boring Location Plan. In addition, the letter report will also confirm our Geotechnical Engineering recommendations presented in the Phase I report.

Schedule. We can initiate our field program within three to five working days following authorization to proceed, if site access and weather conditions will permit. We anticipate completion of our services and submittal of our final report within two to 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 document, we estimate a cost of \$6,900. This cost is based on the assumption that the drilling will be completed in two phases. If the site is soft and/or wet at the time of our field program, the use of an all-terrain vehicle (ATV) drilling rig may be necessary to access the boring locations. If ATV drilling equipment is utilized to perform the field program, we estimate an additional cost of \$400. (Therefore, the total cost for our scope of services would be \$7,300.) The cost of our services will not exceed these figures without approval of the client.

Cost Estimate for Geotechnical Engineering Services

Natorium – Lamar Consolidated High School ■ Rosenberg, Texas

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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 \$125 per hour will apply. The fee to provide additional consultation services will be in excess of the above provided fee to complete the geotechnical study 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.

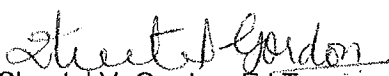
If Terracon is not informed of potentially adverse environmental conditions prior to the Geotechnical services, Terracon will not be responsible for cross-contamination of groundwater aquifers, soil contamination, or any modification to the environmental conditions to the site that may occur during our 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 document, 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 letter, 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)


Sheetal V. Gordon, E.I.T.
Geotechnical Engineer


Patrick M. Beecher, P.E.
Senior Project Manager

Attachment: Agreement for Services

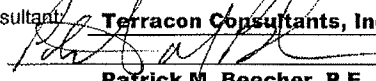
Copy Submitted: Mr. Lorin Pargoud – PBK Architects – (1) Electronic

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 Natatorium - Lamar Consolidated High School in Rosenberg, Texas project ("Project"), as described in the Project Information section of Consultant's Proposal dated February 1, 2013 ("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. 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. 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. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
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. UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE 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. **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 agrees to the level or amount of testing performed and the associated risk. 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.
- 14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (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 Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. 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. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent 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: 2/1/13
Name/Title: **Patrick M. Beecher, P.E.**
Senior Project Manager
Address: **11555 Clay Road, Suite 100**
Houston, Texas 77043
Phone: **713.690.8989** Fax: **713.690.8787**

Client: **Lamar Consolidated Independent School District**
By: _____ Date: _____
Name/Title: _____
Address: **3911 Avenue I**
Rosenberg, Texas 77471
Phone: **832.223.0250** Fax: _____

Reference Number: P92130159.Revision1

**CONSIDER APPROVAL OF PROPOSAL FOR THE TRAYLOR STADIUM TRACK
AND TURF REPLACEMENT**

RECOMMENDATION:

That the Board of Trustees approve FieldTurf to replace the track and turf at Traylor Stadium in the amount of \$732,577.

IMPACT/RATIONALE:

The 2011 Bond referendum approved in November 2011 included the track and turf replacement at Traylor Stadium. Proposals were received on January 31, 2013 at 2:00 p.m. from three approved vendors through the Texas Association of School Boards Buy Board Cooperative Purchasing System. PBK Sports created the specification with weighted criteria. The evaluation committee was made up of PBK Engineers, Gilbane Building Company, Lamar Administration, and the High School Campus Coordinators. FieldTurf scored the highest with 97.8.

PROGRAM DESCRIPTION:

Upon approval FieldTurf will begin the process of replacing the track and turf at Traylor Stadium. The construction is scheduled to begin April 15, 2013.

Submitted by: J. Kevin McKeever, Administrator for Operations
Mike Rice, Athletic Director
Ed Bailey, Gilbane Building Company

Recommended for approval:



Dr. Thomas Randle
Superintendent



February 13, 2013

Via: email

Mr. Ed Bailey
Gilbane Building Company
1331 Lamar Street, Suite 1170
Houston, Texas 77010

RE: Traylor Stadium Track and Turf Replacement
Lamar Consolidated Independent School District
PBK Project No.: 1309SP

Dear Ed;

On Thursday, January 31, 2013, competitive sealed proposals were received at the District's Administration Office, for the Traylor Stadium Track and Turf Replacement project. Three (3) General Contractors submitted proposals. A tabulation of the proposal results is attached.

Following the receipt of proposals, a Selection Committee made up of District administrators and consultants evaluated the proposals. The general contractors and their proposals were ranked based on the selection criteria published in the Instructions to Offerors section of the Contract Documents. Upon completion of the evaluations, the Selection Committee agreed that FieldTurf represented the best value to the District. A tabulation of the evaluations is also attached.

Following completion of the evaluations, negotiations with FieldTurf yielded a \$6,000.00 reduction in their Base Proposal "C" amount. PBK is therefore recommending to the Lamar CISD Board of Trustees, the acceptance of the Selection Committee's recommendation to award the Contract to FieldTurf in the amount of \$732,577.00, for Base Proposal "C".

Base Proposal "C" is a combination of Base Proposals "A" and "B"; therefore there will not be an award of these two Base Proposals. At this time Alternate Proposal Nos. 1, 2 and 3 are also not being considered. Upon removal of the existing synthetic turf, if it is determined that the stone base needs to be regraded, Alternate Proposal No. 3 may be paid for out of the project contingency.



As always we are grateful for the opportunity to work with everyone involved on this project. We look forward to a successful partnership with the District, Gilbane Building Company and FieldTurf for the Traylor Stadium Track and Turf Replacement project.

Sincerely,
PBK Sports

A handwritten signature in black ink that reads "Trey Schneider".

Trey Schneider, P.E.
President, PBK Sports

c: Kevin McKeever, LCISD
Mike Rice, LCISD
Marc Bollom, GBC
Rick Blan, PBK



TRAYLOR STADIUM TRACK AND TURF REPLACEMENT

Proposal Tabulation

January 31, 2013 @ 2:00 p.m.

Project No. 1309SP

Item	AstroTurf	Beynon	FieldTurf	Hellas
Bid Security	YES	NO BID	YES	YES
Addendum No. 1	YES	NO BID	YES	YES
Addendum No. 2	YES	NO BID	YES	YES
Base Proposal "A" <i>(Turf Replacement)</i>	\$398,938.00	NO BID	\$446,626.00	\$437,680.00
Base Proposal "B" <i>(Track Resurfacing)</i>	\$303,270.00	NO BID	\$291,951.00	\$290,938.00
Base Proposal "C" <i>(Turf Rep. & Track Resurfacing)</i>	\$702,208.00	NO BID	\$732,577.00 ⁽¹⁾	\$715,000.00
Alternate Proposal No. 1 <i>(BSS 1000 - 10 mm Track)</i>	\$131,565.00	NO BID	\$124,810.00	NO BID
Alternate Proposal No. 2 <i>(epiQ 3000 - 10 mm Track)</i>	NO BID	NO BID	NO BID	\$78,000.00
Alternate Proposal No. 3 <i>(Regrade Turf Stone Base)</i>	\$18,532.00	NO BID	\$21,161.00	\$47,104.00

1) Revised Base Proposal "C" amount. Original Base Proposal "C" amount was \$738,577.00.

TRAYLOR STADIUM TRACK AND TURF REPLACEMENT

Proposal Evaluations

February 07, 2013 @ 8:00 a.m.

Project No. 1309SP

Question	Criteria	Source	Scoring Procedure	AstroTurf			FieldTurf			Hellas		
				Score	Factor	Total	Score	Factor	Total	Score	Factor	Total
1	Team Orientation	References	References in Houston Area are asked to rate Contractor	10	0.5	5	10	0.5	5	10	0.5	5
			<i>Responses are scored as follows: Excellent=10; Very Good=8; Average=6; Fair=3; Poor=0. Points from multiple references are averaged</i>			3.8			5.0			3.3
2	Quality of Work	References	References in Houston Area are asked to rate Contractor	20	0.5	10	20	0.5	10	20	0.5	10
			<i>Responses are scored as follows: Excellent=20; Very Good=16; Average=12; Fair=6; Poor=0. Points from multiple references are averaged</i>			7.0			10.0			7.0
3	Maintenance of Schedule	References	References in Houston Area are asked whether or not the schedule was met on their project	5	1	5	5	1	5	5	1	5
			<i>Responses are scored as follows: Completed ahead of schedule overcoming uncontrollable circumstances=5; Completed ahead of schedule=4; Completed on Schedule=3; Completed less than 2 weeks behind schedule=2; Completed more than 2 weeks behind schedule=0. Points from multiple references are averaged</i>			4.2			4.8			4.3

10	Close Out Record	Proposal	Contractor furnishes info on a minimum of 5 school projects completed under CSP or hard bid of comparable size as defined above	5	1	5	5	1	5	5	1	5
			Contractor to provide corresponding copies of Certificates of Substantial Completion as well as Final Applications for Payment (both signed by Architect) for each of the five projects. The number of days between substantial completion and final payment will be calculated and averaged			5.0			5.0			5.0
11	Safety Rating	AIA 305	Contractors to provide Owner with their experience Modifier Rate (EMR)	5	1	5	5	1	5	5	1	5
			Those with EMR of 0.50 or less=5pt; 0.51-0.85=4pt; EMR of 0.86-0.99=3pt; EMR greater than 1.00=0pt			4.0			4.0			4.0
12	Base Proposal	Proposal Form	Contractor to submit their Competitive Sealed Proposals on the forms included in the Specification Manual	20	1	20	20	1	20	20	1	20
			Low Price=40pts; For subsequent proposers, the low Proposers price shall be divided by the Subsequent Proposer's price to get a percentage (factor) that is multiplied by the score to get the total.			20.0			19.0			19.6
			Total Score	-	-	82.2	-	-	97.8	-	-	85.4

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT
FOR THE NEW DISTRICT NATATORIUM**

RECOMMENDATION:

That the Board of Trustees approve the design development for the new District Natatorium.

IMPACT/RATIONALE:

The 2011 Bond Referendum included a new District Natatorium. PBK Architects, Inc. will be presenting the design development for the new District Natatorium. The design development booklets will be under separate cover.

PROGRAM DESCRIPTION:

Upon approval PBK Architects will begin the construction document phase and prepare drawing and specifications for the competitive sealed proposal procurement process.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF CHANGE ORDER #2 FOR THE SECONDARY ACCESS
DRIVE AT THE SATELLITE TRANSPORTATION CENTER**

RECOMMENDATION:

That the Board of Trustees approve change order #2 in the amount of \$6,718.25 to the contract with Jerdon Enterprise and amend budget as necessary.

IMPACT/RATIONALE:

Change order #2 will increase the total number of days in the contract to cover the installation of sleeves under the secondary access drive, removal of the old barbed wire fence along FM 1093, and relocate some construction materials along the front property line.

PROGRAM DESCRIPTION:

Upon approval the contract with Jerdon Enterprise will be increased to cover the costs of the items listed on change order #2 and the contract with Jerdon Enterprise will be extended 31 days.

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

Recommended for approval:



Dr. Thomas Randle
Superintendent

11 Greenway Plaza, 22nd Floor
Houston, Texas 77046
Phone: 713-965-0608
Fax: 713-961-4571
www.PBK.com

CHANGE ORDER



Number: 2
Project: Secondary Access Drive at the Satellite Transportation Center
Project No: 0977
Date: August 13, 2012

Owner: Lamar Consolidated Independent School District
Contractor: Jerdon Enterprise, L.P.
Engineer: PBK Engineers

DESCRIPTION OF CHANGES

Reinstall sleeves	\$1,255.80
Remove barbed wire fence	\$2,862.45
Relocate construction material	\$2,600.00

CHANGE IN CONTRACT PRICE

Original Contract Sum	\$616,616.00
Net Changes from Previous Change Orders	\$28,351.81
Contract Sum Prior to this Change Order	\$644,967.81
Net Increase/(Decrease) of this Change Order	\$6,718.25
Contract Price with all Approved Change Orders	\$651,686.06

CHANGE IN CONTRACT TIME

Original Contract Completion Date	January 27, 2012
Net Changes from Previous Change Orders	155 days
Contract Completion Date Prior to this Change Order	June 30, 2012
Net Increase/(Decrease) of this Change Order	31 days
Contract Completion Date with all Approved Change Orders	July 31, 2012

RECOMMENDED: (PBK Engineering)

By:  Date: 8/13/12

RECOMMENDED: (Gilbane)

By: Marc Ballom Date: 8.15.12

ACCEPTED: (Jerdon)

By: David A. Kuebler Date: 8/14/12

Approved: (LCISD)

By: _____ Date: _____

CONSIDER APPROVAL OF ATTENDANCE BOUNDARY COMMITTEE

RECOMMENDATION:

That the Board of Trustees approve the membership of the Attendance Boundary Committee (ABC) for 2012-2013 as presented with the proposed timeline using the LCISD Zoning Process, and charge the ABC with setting the boundaries for Judge James C. Adolphus Elementary school for the fall of 2013.

IMPACT/RATIONALE:

Membership of the ABC will consist of two representatives from Frost Elementary, Hubenak Elementary, McNeill Elementary and Wertheimer Middle School and three representatives from Briscoe Junior High and Foster High School—as specified in the LCISD Zoning Process, approved by the Board in September 2004. The LCISD Zoning Process states that only representatives from campuses affected by rezoning and their feeder schools will be involved in making the rezoning recommendations to the Board. Current Board members cannot serve on the ABC.

A tentative timeline for the 2012-2013 zoning process is attached. Using this timeline, zoning decisions would be made by May for the fall of 2013.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle
Superintendent

2012 - 2013 Lamar CISD Attendance Boundary Committee

<u>CAMPUS</u>	<u>FIRST</u>	<u>LAST</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>
BRISCOE	Cheryl	Koelzer	8306 Silent River Drive	Richmond	TX	77406
BRISCOE	Patricia	Garner	22131 Leirop Drive	Richmond	TX	77407
BRISCOE	Eddie	Gradney	21107 Somervell Court	Richmond	TX	77406
FOSTER	LaDonna	Harris	21126 Indigo Field Lane	Richmond	TX	77407
FOSTER	Sandra	Sosa	23110 S. Waterlily	Richmond	TX	77406
FOSTER	Dawn	Bush	1803 Spreading Bough	Richmond	TX	77406
FROST	Christopher	Barron	8611 Rosehedge Terrace Way	Richmond	TX	77406
FROST	Shelly	Doherty	21323 Aurora Park Drive	Richmond	TX	77406
HUBENAK	Jenny	Jones	7219 Anaquitas Creek Court	Richmond	TX	77407
HUBENAK	Kenia	Ramsey	6902 Misty Morning Terrace	Richmond	TX	77407
MCNEILL	Angela	Mullins	20402 Bridge Manor Lane	Richmond	TX	77407
MCNEILL	Krystal	Williams	7423 Boerne Creek Drive	Richmond	TX	77407
WERTHEIMER	Stephen	Evans	11122 Menaggio Court	Richmond	TX	77406
WERTHEIMER	Jennifer	Brown	23146 N. Waterlake Drive	Richmond	TX	77406

**2012-2013 Attendance Boundary Committee
Judge James C. Adolphus Elementary
Tentative Time Line**

December 20	Board Zoning Committee Meeting
December 20	Information Item to Board with Time Line
December 21	Solicit Attendance Boundary Committee (ABC) members from principals of campuses involved
February 21	Board approval of ABC and charge to ABC
March 5	First ABC Meeting – Zoning Considerations for Fall 2013 7 p.m. Brazos Crossing (only members of committee representing zones affected)
March 19	Second ABC Meeting – Zoning Considerations for Fall 2013 7 p.m. Brazos Crossing
March 26	Third ABC Meeting (if needed) – Zoning Considerations for Fall 2013 – 7 p.m. Brazos Crossing
April 2	Public Input at Community Meetings
April 9	ABC Meeting – Zoning Recommendation Finalized for Fall 2013 for Recommendation to the Board – 7 p.m. Brazos Crossing
April 16	ABC Recommendation to the Board Zoning Committee Additional Public Input if needed
April 18	ABC Recommendation to the Board – LCISD Board Room – 7 p.m.
May 2	Information sent out to parents of students rezoned if approved by Board
May 16	Regular Board Meeting – ABC Recommendation to the Board/Additional Public Hearing/Board discussion if not approved at the April meeting – LCISD Board Room – 7 p.m.

**CONSIDER APPROVAL OF CONTRACTED SERVICES
FOR TECHNOLOGY STRATEGIC PLANNING**

RECOMMENDATION:

That the Board of Trustees approve a contract with Education Partners Solution, Inc. (EPS) for professional services relating to Technology Strategic Planning.

IMPACT/RATIONALE:

EPS, Inc. has been the District's Information Technology Service provider since 2004. In 2012, the District identified that Technology Strategic Planning would require the services provided by EPS, Inc. Services to complete these projects are estimated to cost \$33,150. Funds from the Technology portion of the 2006 Bond referendum will be used to fund these services.

PROGRAM DESCRIPTION:

Education Partners Solution, Inc. would work with the District to develop functional requirements for current Technology Strategic Planning which would include:

- Star Chart longitudinal analysis
- Peer to Peer Survey update
- Current Technology plan Closure
- Student Assess Assessment
- District Technology Operations review
- Instructional Technology Operations review
- Functional Area Process Review (APQC)
- District Strategic Alignment Assessment
- Technology Plan Development
- Develop Technology Plan Committee
- Technology Committees Workshops
- Approval/Eplan/Publish

Submitted By: David Jacobson, Chief Technology Information Officer
Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

EPS, Inc.
CONSULTING AGREEMENT

This Agreement is made between Lamar Consolidated Independent School District, 3911 Avenue I, Rosenberg, Texas 77471; and Education Partners Solution, Inc., 16107 Kensington Drive; Suite 254, Sugar Land, TX 77479.

In this Agreement, the party who is contracting to receive services shall be referred to as "LCISD", and the party who will be providing the services shall be referred to as "EPS, Inc.".

EPS, Inc. has a background in Strategic Planning, K-12 Education video, voice and data network design, implementation and support and State and Federal discount programs (such as Universal Service Program -- E-Rate -- and others) and is willing to provide services to LCISD based on this background.

LCISD desires to have services provided by EPS, Inc.

Therefore, the parties agree as follows:

1. **DESCRIPTION OF SERVICES.** EPS, Inc. will provide the following services, (collectively, the "Services"):
 - (See attached detail workplan)

At project startup, LCISD will provide a district project manager for the project.

2. **PERFORMANCE OF SERVICES.** The manner in which the Services are to be performed and the specific hours to be worked by EPS, Inc. shall be determined by EPS, Inc. LCISD will rely on EPS, Inc. to work as many hours as may be reasonably necessary to fulfill EPS, Inc.'s obligations under this Agreement.
3. **FEES AND PAYMENT.** LCISD will pay a fee to EPS, Inc. the amounts defined in the Payment Schedule for the defined services. Actual out-of-pocket expenses are included in this fee structure. This fee shall be payable as follows: 50% at contract signing and 50% payment will be based upon percentage of project completed on a monthly basis. Subsequent phase or out-of-scope activities will be billed hourly at a rate of \$200.00. This contract timeline may extend up to three years. This contract is based on net 30 payment terms.

PAYMENT SCHEDULE

PROJECT – Strategic Planning Phase 1	Cost
Lamar CISD Technology Strategic Planning - TOTAL	\$33,150.00
Assessment	\$12,750.00
Star Chart Longitudinal analysis	
Peer to Peer Survey update	
Current Technology Plan Closure	
Student Access Assessment	
District Technology Operations Review	
Instructional Technology Operations Review	
Functional Area Process Review (APQC)	
District Strategic Alignment Assessment	
PROJECT – Strategic Planning Phase 2	Cost
Technology Plan Development	\$20,400.00
Develop Technology Plan Committee	
Technology Committees Workshops	
Approval / Eplan / Publish	

Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that EPS, Inc. shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which EPS, Inc. has not yet been paid.

4. **TERM/TERMINATION.** This contract shall remain in effect until contract expires, delivery and acceptance of products and/or performance of services is concluded subject to the following conditions:
 - LCISD reserves the right to review the performance of EPS, Inc. at all times.
 - LCISD reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of LCISD in the event of breach or default of this contract.
 - LCISD will have the right to cancel any contract entered into under the terms and conditions of this proposal for any reason at any time on fourteen (14) days written notice. EPS, Inc. shall have the right to cancel the contract subject to LCISD approval at any time on fourteen (14) days written notice and justification. EPS, Inc. must state therein the reasons for such cancellation. In the event of any actual contract cancellation, LCISD will not be held responsible for loss of business or any termination expenses incurred by the vendor.

5. **LENGTH OF CONTRACT.** This contract will expire at completion of project or two (2) years from signed contract date, whichever occurs first. Any additional time would require a written amendment. This term does not impact the rights of LCISD or EPS to cancel contract with fourteen (14) days notice in term #4.

6. **REPRESENTATION:** EPS, Inc. represents that the items and/or services provided by the consultant or his representatives hereunder shall conform to the representations of same as

presented and described in the Contract. Notwithstanding anything to the contrary herein, if for any reason LCISD determines in its sole discretion, that part or all of such items and/or services fails to meet the expectation of LCISD, LCISD may on fourteen (14) days notice terminate this Agreement and receive the pro-rata portion of the contract sum paid to the Vendor by LCISD for the unexpired term of the Agreement.

7. **RELATIONSHIP OF PARTIES.** It is understood by the parties that EPS, Inc. is an independent contractor with respect to LCISD, and not an employee of LCISD. LCISD will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of EPS, Inc.
8. **EMPLOYEES.** EPS, Inc.'s employees, if any, who perform services for LCISD under this Agreement shall also be bound by the provisions of this Agreement.
9. **INJURIES.** EPS, Inc. acknowledges EPS, Inc.'s obligation to obtain and provide proof of appropriate insurance coverage for the benefit of EPS, Inc. (and EPS, Inc.'s employees, if any) EPS, Inc. waives any rights to recovery from LCISD for any injuries that EPS, Inc. (and/or EPS, Inc.'s employees) may sustain while performing services under this Agreement and that are a result of the negligence of EPS, Inc. or EPS, Inc.'s employees.
10. **ASSIGNMENT.** EPS, Inc.'s obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of LCISD.
11. **NOTICES.** Any notice provided by this bid (or required by Law) to be given to the successful bidder by LCISD shall be conclusively deemed to have been given and received on the next day after such written notice has been deposited in the mail in Rosenberg, Texas, by Registered or Certified Mail with sufficient postage affixed thereto, addressed to the successful bidder at the address so provided; provided this shall not prevent the giving of actual notice in any other manner., addressed as follows:

If for LCISD:

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

If for EPS, Inc.:

Education Partners Solution, Inc.
16107 Kensington Drive; Suite 254
Sugar Land, TX 77479

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

12. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the

parties.

13. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

14. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

16. APPLICABLE LAW. This Agreement shall be governed by the laws of the State of Texas.

17. . INDEMNITY

17.01 EPS AGREES TO INDEMNIFY AND HOLD HARMLESS THE OWNER, ITS EMPLOYEES AND OFFICIALS, FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE (OTHER THAN THE WORK ITSELF AND OTHER PROPERTY INSURED) THAT MAY ARISE FROM EPS NEGLIGENCE OR NEGLIGENCE OF ITS AGENTS UNDER THIS AGREEMENT.

17.02 THE OWER SHALL REQUIRE ALL CONTRACTORS TO AGREE TO INDEMNIFY EPS, AND THE OWNER, THEIR EMPLOYEES AND OFFICIALS AND HOLD THEM HARMLESS FROM ALL CLAIMS FOR BODILY INJURY AND PROPERTY DAMAGE (OTHER THAN THE WORK ITSELF AND OTHER PROPERTY INSURED) THAT MAY ARISE FROM THAT CONTRACTOR'S OPERATIONS. SUCH PROVISION SHALL BE A FORM SATISFACTORY TO EPS. EPS SHALL ALSO BE NAMED AS AN ADDITIONAL INSURED ON THE CONTRACTOR'S INSURANCE POLICIES FOR THE PROJECT.

17.03 THE OWNER SHALL REQUIRE ALL CONTRACTORS TO AGREE TO ASSUME FULL REPSONSIBILITY AND LIABILITY FOR THE WORK TO BE PERFORMED AND AGREE TO INDEMNIFY, PROTECT AND SAVE HARMLESS EPS, THE OWNER, THEIR EMPLOYEES AND OFFICIALS FROM ALL CLAIMS, DEMANDS AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER INCLUDING THE COST OF DEFENSE THEREOF, AND PAY ALL DAMAGES, COSTS AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING IN CONNECTION THEREWITH OR RESULTING THEREFROM.

- 17.04 THE OWNER AND EPS WAIVE ALL RIGHTS AGAINST EACH OTHER, CONTRACTORS, AND SUBCONTRACTORS FOR DAMAGES CAUSED BY PERILS COVERED BY INSURANCE, EXCEPT SUCH RIGHTS AS THEY MAY HAVE TO THE PROCEEDS OF SUCH INSURANCE HELD BY THE OWNER AND EPS. THE CONTRACTORS SHALL REQUIRE SIMILAR WAIVERS FROM ALL SUBCONTRACTORS AND SUB-SUBCONTRACTORS.**
- 17.05 THE OWNER AND EPS WAIVE ALL RIGHTS AGAINST EACH OTHER, CONTRACTORS, AND SUB-SUBCONTRACTORS FOR LOSS OR DAMAGE TO ANY EQUIPMENT USED IN CONNECTION WITH THE PROJECT WHICH LOSS IS COVERED BY ANY PROPERTY INSURANCE. THE PROGRAM MANAGER SHALL REQUIRE SIMILAR WAIVERS FROM ALL CONTRACTORS, SUBCONTRACTORS, AND SUB-SUBCONTRACTORS.**
- 17.06 THE OWNER WAIVES SUBROGRATION AGAINST EPS, CONTRACTORS, AND SUB-SUBCONTRACTORS ON ALL PROPERTY AND CONSEQUENTIAL LOSS POLICIES CARRIED BY THE OWNER ON ADJACENT PROPERTIES AND UNDER PROPERTY AND CONSEQUENTIAL LOSS POLICIES PURCHASED FOR THE PROJECT AFTER ITS COMPLETION.**
- 17.07 IF THE POLICIES OF INSURANCE REFERRED TO IN THIS PARAGRAPH REQUIRE AN ENDORESEMENT TO PROVIDE FOR CONTINUED COVERAGE WHERE THERE IS A WAIVER OF SUBROGATION, THE OWNERS OF SUCH POLICIES WILL CAUSE THEM TO BE SO ENDORSED.**
- 17.08 THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.**
-

Both Parties agree that the complete agreement between us about these Services will consist of this Consulting Agreement.

Agreed to:
Lamar Consolidated Independent School District

Agreed to:
Education Partners Solution, Inc.

By: _____
Authorized Signature

By: Ed Gifford
Authorized Signature

Authorized Name (print) _____

Authorized Name (print) Ed Gifford

Customer number: 012550

EPS Contract Number: LCISD1301Plan

Purchase Order Number: _____

Customer Address:
Lamar Consolidated Indep School District
3911 Avenue I
Rosenberg, TX 77471
(281) 341-3285

EPS Address:
Education Partners Solution, Inc.
16107 Kensington Drive; Suite 254
Sugar Land, Tx 77479
TAX ID#: **76-0507372**

Purchase Order Number: _____

Estimated start date: February 1, 2013

**CONSIDER NEGOTIATION AUTHORIZATION OF
REQUEST FOR PROPOSAL # 05-2013 INTERNET ACCESS**

RECOMMENDATION:

That the Board of Trustees authorize the Superintendent to negotiate contracts to purchase internet access services.

IMPACT/RATIONALE:

By approving this proposal the district will be able to leverage discounts on internet access approved by the Schools and Libraries Division (SLD) of the Universal Service Administration Company (USAC). Discounts approved in the past for internet access has averaged about 67%. By approving this request, the district satisfies Federal E-Rate requirements permitting the district to request rebates for internet access. Funding will be provided through the Technology Department's operating budget.

PROGRAM DESCRIPTION:

The district currently accesses the internet through a 300Mb circuit. With the increasing number of services being delivered over the internet, the district anticipates a need to increase its Internet bandwidth to 1 Gb over the next three years. This proposal allows for the district to increase the internet access service from 400 Mb to 1 Gb and beyond as need by LCISD. Estimated cost for this service will range from \$5,900 per month to \$10,000 per month based upon utilization demand over the life of the contract. As a part of the Schools and Libraries Division (SLD) of the Universal Service Administration Company (USAC) E-Rate program, the district may be eligible to receive up to a 67% discount on this service. The district received proposals from vendors outlining price discounts, installation costs and maintenance costs. The vendor of choice will be chosen by evaluating the following criteria: cost, prior LCISD experience, implementation team, vendor qualifications, technical design, methods and procedures, and service model.

Submitted by: David Jacobson, Chief Technology Information Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER NEGOTIATION AUTHORIZATION OF
REQUEST FOR PROPOSAL # 06-2013 ENTERPRISE EMAIL**

RECOMMENDATION:

That the Board of Trustees authorize the Superintendent to negotiate contracts to purchase web hosted email services.

IMPACT/RATIONALE:

By approving this request, the district satisfies Federal E-Rate requirements permitting the district to request rebates for the purchase of hosting email services for the district. Funding will be provided through the Technology Department's operating budget.

PROGRAM DESCRIPTION:

This request is for a hosted Microsoft Exchange email services. An estimated total for these services is \$.00 (no cost) per 26,000 student users and \$4.50 per 3,000 users (\$13,500 annually for 29,000 users). As a part of the Schools and Libraries Division (SLD) of the Universal Service Administration Company (USAC) E-Rate program, the district may be eligible to receive up to a 67% (\$9,450 annually) discount on this service. Estimated net costs to the district are estimated for year one is to be \$30,000 migration services and \$13,500 less erate discount resulting in a \$14,500 cost to the district. The vendor of choice will be chosen by evaluating the following criteria: Cost, Prior LCISD experience, Personnel Qualifications, Implementation Team, Vendor Qualifications, Warranty, Methods, Procedures, Timeline, and Service Model.

Submitted by: David Jacobson, Chief Technology Information Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

**CONSIDER APPROVAL OF CONTRACTED SERVICES
FOR DISTRICT INFORMATION TECHNOLOGY SKYWARD PROJECT**

RECOMMENDATION:

That the Board of Trustees approve Go IT Services, Inc. for professional services for Project Management, Business/Data Analysis, and application development for district Information Technology projects, and authorize the superintendent to amend contracts and budgets for services.

IMPACT/RATIONALE:

Go IT Services, Inc. has been the District's Information Technology service provider since the Fall of 2009. LCISD plans to implement Skyward, a student information system (SIS), to replace the existing SIS before the start of the 2013-14 school year. To ensure continued integration of student information with other systems, LCISD needs to implement data interfaces with Skyward similar to those in existence for the legacy system. LCISD wishes to contract Go IT Services to provide the technical rewrite of these data interfaces, manage any issues resulting from the rewrite, and ensure all new data interfaces with Skyward are provided and supported well into its implementation. Services to complete these projects are estimated to cost \$125,000. Funds from the Technology portion of the 2011 Bond referendum will be used to fund these services.

PROGRAM DESCRIPTION:

Go IT Services, Inc. will work with District staff to perform project management, and to research and analyze all data interfaces. Other services they will provide include:

- Create and implement data interface code for Skyward that allow the system to export and import data,
- Support the existing data interfaces until official retirement of the legacy system,
- Resolve technical issues and support the new Skyward data interfaces,
- Test and validate all new data interfaces, and
- Manage, coordinate, and resolve data interface issues by applying technical skills and working with LCISD Information Services team, business teams, and Skyward personnel.

Submitted By: David Jacobson, Chief Technology Information Officer
 Jill Ludwig, Chief Financial Officer

Recommended for approval:

Thomas Randle

Dr. Thomas Randle
Superintendent

**STATEMENT OF WORK (SOW)
FOR
DELIVERABLES-BASED INFORMATION
TECHNOLOGY SERVICES**

Project

LCISD Skyward Migration

DIR DBITS Technology Categories

***Technology Upgrade/Migration and
Transformation***

***Application Maintenance and Support
Project Management***

Lamar Consolidated ISD

February 6, 2013

1. Introduction

This statement of work covers data analysis and issues management work to be performed by Go IT Services for the Lamar Consolidated Independent School District (LCISD). This statement of work is governed by contract number [DIR-SDD-1969](#) as executed by and between the Texas Department of Information Resources and Go IT Services.

2. Background

LCISD is an independent school district with 34 campuses covering the Richmond/Rosenberg area. LCISD plans to implement Skyward, a student information system (SIS), to replace the existing SIS called Discovery before the start of the 2013/14 school year. To ensure continued integration of student information with other systems, LCISD needs to implement data interfaces with Skyward similar to those in existence for Discovery. LCISD wishes to contract Go IT Services to provide the technical rewrite of these data interfaces, manage any issues resulting from the rewrite, and ensure all new data interfaces with Skyward are provided and supported well into its implementation.

3. Scope

3.1 Project-Based Services

- Research and analyze all data interfaces with Discovery
- Create and implement data interface code for Skyward that allow the system to export and import the same data
- Support the existing Discovery data interfaces till official retirement of Discovery
- Resolve technical issues and support the new Skyward data interfaces
- Test and validate all new data interfaces
- Manage, coordinate, and resolve data interface issues by applying technical skills and working with LCISD Information Services team, business teams, and Skyward vendor

3.2 Outsourced Services

- None. All Go IT Services work will be performed by Go IT Services resources.

4. Deliverables

- Deliverables must be provided on the dates specified. Any changes to the delivery date must have prior approval (in writing) by the Customer contract manager or designate.
- All deliverables must be submitted in a format approved by the Customer contract manager.
- If the deliverable cannot be provided within the scheduled time frame, the Vendor is required to contact the Customer contract manager in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule must include the impact on related tasks and the overall project.
- A request for a revised schedule must be reviewed and approved by the Customer contract manager before placed in effect. Contract Terms and Conditions may dictate remedies, costs, and other actions based on the facts related to the request for a revised schedule.

- The Customer will complete a review of each submitted deliverable within specified working days for the date of receipt

5. Reports and Meetings

- The Vendor is required to provide the Customer contract manager with weekly written progress reports of this project. These are due to the Customer contract manager by the close of business on the Monday each week covering progress of the previous week throughout the life of the project
- The progress report shall include hours worked and cover all work performed during the week for which the progress report is provided.
- The progress report shall identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved.
- The Vendor will be responsible for conducting weekly status meetings with the Customer contract manager. The meetings will be held at a time and place so designated by the Customer contract manager - unless revised by the Customer contract manager. The meetings can be in person or over the phone at the discretion of the Customer contract manager.

6. Service Level Agreement

The items listed below are service levels incorporated into the SOW service level agreement.

- Achievement of data interface rewrite goals
- Achievement of Budget Goals (do not exceed approved cost provided in the SOW)
- Security (as defined by customer)
- Production of quality of data interfaces for Skyward (as defined by customer)
- Delivery of required communications (meetings, reports, calls, emails)
- Effective risk management and response (adherence to plans)
- Effective scope management and change control (adherence to plans)

7. Period of Performance

The performance period of this statement of work is Ten (10) months, effective March 1, 2013.

8. Invoices

The vendor will produce and deliver invoices to the customer's Director of Technology office on a Semi Monthly basis to include number of hours worked. Payments will be made in accordance with Appendix A of the DIR-SDD-1969 Contract.

9. Customer/Vendor-Furnished Equipment and Work Space

The customer will furnish software, hardware, office space, and tools to produce on-site data flows, queries, programs, diagrams, plans, reports, communications, and audio/visual presentations for Go IT Services resources working on the Skyward Interface implementation project. The vendor is expected to provide tools to produce off-site project plans, diagrams, reports, and communications. In the event access to customer systems or tools is required for after hour work or approved off-site work, the customer is required to provide remote (VPN) access into its network and other resources.

10. Additional Customer Terms and Conditions

None.

11. Vendor Response

- All written deliverables must be phrased in terms and language that can be easily understood by non-technical personnel
- All document deliverables must be in formats (hard copy or electronic) as specified by the Customer - at a minimum, the formats must be in industry accepted standards (e.g., MS Word, MS PowerPoint, MS Project)
- The Vendor must demonstrate its knowledge and expertise of the environment (database platforms, software architecture, various project management tools) for which work is to be performed
- All items of this agreement shall be done in accordance with the Service Level Agreement.

12. Pricing

The table below shows the total hours of work budgeted for all Project Based Services during the Performance Period.

Deliverable No.	Deliverable Name	Hours	Per Hour	Total Price
1	Analysis, coding, testing, validation, technical support, Issues Management, Coordination, and Communications	2000	\$62.50	\$125,000.00

13. Approval

This statement of work is approved by both LCISD and Go IT Services as signified by signatures of representatives of both below.

For Go IT Services, Inc

For Lamar Consolidated Independent School District

By:

By:

Name: Jamal Khalil
Title: President

Name:
Title:

**CONSIDER APPROVAL OF CONTRACTED SERVICES
FOR DISTRICT INFORMATION TECHNOLOGY GO IT PROJECTS**

RECOMMENDATION:

That the Board of Trustees approve a change order to Go IT Services, Inc. for professional services for Project Management, Business/Data Analysis, and application development for district Information Technology projects, and authorize the superintendent to amend contracts and budgets for services.

IMPACT/RATIONALE:

Go IT Services, Inc. has been the District's Information Technology service provider since the Fall of 2009. In 2011, the District identified various projects that require the services provided by Go IT Services, Inc.: VersaTrans Trip Tracker implementation, Kronos implementation, and Instructional Management System (IMS) implementation. Due to ongoing functionality added to the various products and to upgrades in related applications and interfaces, additional supplemental assistance is needed. Services to complete these projects are estimated at maximum to cost \$53,400 for February-August of 2013. Funds from the Technology portion of the 2006 Bond referendum will be used to fund these services.

PROGRAM DESCRIPTION:

Go IT Services, Inc. works with District staff to perform project management, budget and payment management, prepare end user training plan, design reports and forms, design application interfaces, validate data conversions, Go-live support, and post Go-live implementation support. Optional added value items include: workflow configuration, developing an acceptance test plan, developing end-user training materials, providing role-based security support, developing specifications for custom programs, testing application interfaces, and performing acceptance testing.

Submitted By: David Jacobson, Chief Technology Information Officer
Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

KRONOS:	
Balance per PO	4,750.00
Estimate for February 2013	(4,750.00)
Estimate for March-August 2013	(11,000.00)
Total Amendment for KRONOS	(11,000.00)

IMS:	
Project Management:	
Balance per PO	4,500.00
Estimate for February 2013	(2,650.00)
Estimate for March-August 2013-PM	(6,000.00)
New Balance	(4,150.00)
Balance per PO	12,250.00
Estimate for February 2013	(7,187.50)
Estimate for March-August 2013-DA	(23,312.50)
New Balance	(18,250.00)
Total Amendment for IMS	(22,400.00)

Versa Trans Trip Tracker:	
Balance per PO	-
Estimate for February-August 2013-DA	(15,000.00)
Estimate for February-August 2013-PM	(5,000.00)
Total Amendment for VTT	(20,000.00)

TCM:	
Balance per PO	1,500.00
Estimate for February-August 2013	(1,500.00)
New Balance	-
Total Amendment for TCM	NONE

TOTAL AMENDMENT FOR GO IT AGENDA ITEM	(53,400.00)
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**CONSIDER NEGOTIATION AUTHORIZATION OF
ERate 470:530400001100216 eLocker**

RECOMMENDATION:

That the Board of Trustees authorize the Superintendent to negotiate contracts to purchase web hosted eLocker services.

IMPACT/RATIONALE:

By approving this request, the district satisfies Federal E-Rate requirements permitting the district to request rebates for the purchase of hosting email services for the district. Funding will be provided through the Technology department's operating budget.

PROGRAM DESCRIPTION:

This request is for a hosted eLocker (hosted electronic data storage) services. An estimated total for these services is \$1.92 per 26,000 student users. As a part of the Schools and Libraries Division (SLD) of the Universal Service Administration Company (USAC) E-Rate program, the district may be eligible to receive up to a 67% (\$27,280 annually) discount on this service. Estimated net costs to the district are estimated for year one is to be \$49,800 less eRate discount resulting in a \$22,520 cost to the district. The vendor of choice will be chosen by evaluating the following criteria: cost, prior LCISD experience, personnel qualifications, implementation team, vendor qualifications, warranty, methods, procedures, timeline, and service model.

Submitted by: David Jacobson, Chief Technology Information Officer

Recommended for approval:



Dr. Thomas Randle
Superintendent

E-Rate Bid Assessment Worksheet

Funding Year 2013 = Year 16

Project or Service Description

eLocker - Lamar Consolidated Independent School District
Proposals for: eLocker 470:530400001100216 Feb 13 2013 3:00 PM

Vendor Scoring (use additional worksheets if necessary)

Selection Criteria	Weight*	eBackpack		eBackpack	
		SchoolWebLocker		eBackpack	
		Raw Score**	Weight Score***	Raw Score**	Weight Score***
A. Proposer's Qualifica	25%	5.00	1.25	5.00	1.25
B. Service Specification	25%	4.67	1.17	5.00	1.25
C. Costs	50%	4.25	2.13	5.00	2.50
D. Compliance	0%	4.67	0.00	5.00	0.00
			0.00		0.00
			0.00		0.00

Overall Ranking

*

Vendor Selected: eBackpack
Approved By: David Jacobson & Board of Trustees
Title: Chief Technology Information Officer
Date: February 21, 2013

Bid Assessment Comments, if needed:
Proposals for: eLocker 470:530400001100216 Feb 13 2013 3:00 PM; The following vendors received RFP's: Community School Builder, Foxbright, SchoolInSites, SchoolWebLockers, Edlio, Edline, ezTask, Finalsite, Gabbart Communications, Gaggie, Netstart, School Loop, School WebMasters, SchoolCenter, SchoolWires; Only School Web Lockers provided the eLocker solution requested.

Notes:
* Percentage weights must add up to 100%. Price must be weighted the heaviest.
** Evaluated on a scale of 1 to 5: 1=worst, 5=best.
*** Weight x Raw Score

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LCISD ORIGINAL PROPOSAL TABULATION

Proposals for: eLocker Lamar Consolidated Independent School Dis			Requesting This Item: David Jacobson		470:530400001100216 Feb 13 2013 3:00 PM		
ITEM NO.	DESCRIPTION	Qty	eBackpack SchoolWebLocker 143035077	eBackpack eBackpack 143035077			
1	<u>eLocker Web Hosting</u>						
2	eLockers	26,000	\$20,800.00	\$26,000.00			
3	Web Hosting	26,000	\$5,200.00	\$0.00			
4	DirectSave	26,000	\$6,500.00	\$0.00			
5	Option: iPad Integration	26,000		\$20,800.00			
6	SIS Import	1		\$2,000.00			
7	LDAP/AD	1	\$0.00	\$1,000.00			
8	Total		\$32,500.00	\$49,800.00			
9	Ongoing Costs:		\$32,500.00	\$49,800.00			
10	ERate Eligible		20%	82%			
11	Ineligible		\$26,000.00	\$9,083.52			
12	Year 1 District Cost:		\$28,145.00	\$22,519.96			
13	Ongoing District Costs	67%	\$28,145.00	\$22,519.96			
14							
15							
16							
17							
18							
19							
20	Performance/Feature Score:		5.00	5.00			
21	Average Score		4.00	5.00			
22	Rank		2.00	1.00			
23							
24							
25			Michael Zilinskas	Michael Zilinskas			
26			214.461.0073 x 77	214.461.0073 x 77			
27	NOTES:						

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**CONSIDER APPROVAL OF NEW PDAS APPRAISERS FOR TEACHING STAFF,
2012-2013 SCHOOL YEAR**

RECOMMENDATION:

That the Board of Trustees approve the 2012-2013 Professional Development Appraisal System (PDAS) appraiser(s) who have recently become certified or are new to Lamar Consolidated Independent School District.

IMPACT/RATIONALE:

Rules adopted by the State Board of Education indicate that the local district Board of Trustees must approve appraisers other than the teacher's supervisor.

PROGRAM DESCRIPTION:

Listed below are staff members who are new to LCISD or have recently become certified as PDAS appraisers for the 2012-2013 school year.

Caroline Faison
Midge Robertson

Submitted by: Dr. Kathleen M. Bowen, Executive Director of Human Resources
Courtney Beard, Personnel Specialist

Recommended for approval:



Dr. Thomas Randle
Superintendent

INFORMATION ITEM: MAY 11, 2013 TRUSTEES ELECTION CALENDAR

Board of Trustees Election for Single-Member Districts #1, #2, #3, and #6 is May 11, 2013. The first day to file an application for a place on the ballot was January 30, 2013 and the last day to file is March 1, 2013.

Resource Person: Dr. Thomas Randle

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
May 11, 2013 Trustees Election

ELECTION CALENDAR

Wednesday, January 30	FIRST DAY to file application for place on ballot (Office is open Monday through Friday, 8:00 a.m. to 4:30 p.m.)
Friday, March 1	DEADLINE to file application for place on ballot. (Must be received by 5:00 p.m.) DEADLINE for write-in candidate to file declaration of write-in candidacy. (Must be received by 5:00 p.m.) Last day to order election
Monday, March 4	Conduct ballot position drawing – 8:00 am – Brazos Crossing Administration Building DEADLINE for candidate to withdraw (5:00 p.m.)
Tuesday, March 12	First day to apply for ballot by mail
Thursday, April 11	LAST DAY a person may register to vote in May 11, 2013 Election DEADLINE for opposed candidates and certain political committees to file first report of contribution and expenditures
Monday, April 29	FIRST DAY for early voting by personal appearance begins
Friday, May 3	DEADLINE for opposed candidates and certain political committees to file second report of contribution and expenditures LAST DAY to apply for ballot by mail
Tuesday, May 7	LAST DAY to vote early by personal appearance
Saturday, May 11	ELECTION DAY – Polls are open from 7:00 a.m. to 7:00 p.m.
Tuesday, May 21	Canvass May 11, 2013 trustee election
Monday, July 15	DEADLINE for all candidates and political committees and certain officeholders to file semiannual report of contributions and expenditures

INFORMATION ITEM: BOARD POLICY FIRST READING

Attached for review is Localized Policy Manual Update 95. Local policies are customized to provide a procedure or guideline to enforce the legal policies and district guidelines.

Resource Person: Dr. Thomas Randle

Explanatory Notes

TASB Localized Policy Manual Update 95

District: Lamar CISD

A25 (INDEX) CROSS-INDEX

The cross-index—shared by all localized policy manuals in districts throughout Texas, the *TASB Policy Reference Manual*, and the *TASB Regulations Resource Manual*—has been updated to reflect new terminology and topic relationships established by changes in law or regulation that have arisen since this document was last updated in 2010.

Please bear in mind that the cross-index is “generic” and presents a structure that serves all these manuals; your policy manual may not address some of the topics shown and may not include some of the policies indicated. This cross-index is also a key element used in searching Policy On Line.

A (LEGAL) BASIC DISTRICT FOUNDATIONS

The A section table of contents is being issued without revision to address a system configuration issue. You will not be charged for this page.

AB (LEGAL) DISTRICT NAME

This legally referenced policy is recommended for inclusion in the district’s policy manual. It includes existing statutory provisions that provide authority for the board to change the name of the district by a resolution, which must be sent to the commissioner.

AB (LOCAL) DISTRICT NAME

Policy Service recommends revisions to this local policy to reflect current statutory provisions. The revised text lists the official name of the district as determined by the board and provides a basis for use of “the District” throughout the manual, consistent with policy style.

B (LEGAL) LOCAL GOVERNANCE

The B section table of contents is being issued without revision to address a system configuration issue. You will not be charged for these pages.

BBFA (EXHIBIT) ETHICS
CONFLICT OF INTEREST DISCLOSURES

We have lightly edited this exhibit to update outdated language and simplify the portions of the affidavits that a notary public completes.

Explanatory Notes

TASB Localized Policy Manual Update 95

C (LEGAL) BUSINESS AND SUPPORT SERVICES

The C section table of contents is being issued without revision to address a system configuration issue. You will not be charged for these pages.

CKA (LEGAL) SAFETY PROGRAM/RISK MANAGEMENT INSPECTIONS

At MANAGEMENT PLAN, item 7, we have added an existing statutory provision requiring asbestos inspectors and persons who design or carry out response actions to be licensed by the Texas Department of State Health Services.

CR (LEGAL) INSURANCE AND ANNUITIES MANAGEMENT

A revision at PREMIUM PAYMENTS has been made to better reflect statutory language. The revised language clarifies that the district may deduct commercial insurance premiums from an employee's salary only if the employee authorizes the action in writing.

CRE (LEGAL) INSURANCE AND ANNUITIES MANAGEMENT WORKERS' COMPENSATION

On page 4 we have added a Note with information from the 2011 Texas Supreme Court case, *Travis Central Appraisal District v. Norman*, which held that an employee claiming retaliatory discharge for filing a workers' compensation claim cannot bring suit against a school district without the district's consent. The Note further explains that the Texas Labor Code does not waive a school district's immunity and provide such consent.

CV (LEGAL) FACILITIES CONSTRUCTION

Government Code section 2267.059, as included at SUBMISSION on page 3, requires all public work bids and proposals to be sealed. Since Government Code Chapter 2267 prevails over other law relating to a public work contract, we have deleted from the policy the Education Code provisions that allow a district to receive public work bids or proposals through electronic transmission, which are not required to be sealed.

D (LEGAL) PERSONNEL

The D section table of contents is being issued without revision to address a system configuration issue. You will not be charged for these pages.

Explanatory Notes

TASB Localized Policy Manual Update 95

**DBD (EXHIBIT) EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST**

We have lightly edited this exhibit to update outdated language and simplify the portions of the affidavits that a notary public completes.

**DCA (LEGAL) EMPLOYMENT PRACTICES
PROBATIONARY CONTRACTS**

This policy addressing employment under a probationary contract includes revisions at UPON REASSIGNMENT to better match statutory language and to duplicate this same language found at DFAC(LEGAL).

DF (EXHIBIT) TERMINATION OF EMPLOYMENT

As part of Update 95, several employment-related exhibits are recommended for inclusion in the district's policy manual. Along with the existing exhibits at DFBB providing notice of term contract nonrenewal, the exhibits added at Update 95 provide the district with an array of notices that can be used when the district is terminating or nonrenewing an employment contract under Chapter 21 of the Education Code. Most of the exhibits are customized based on the district's local policy choices.

The DF(EXHIBIT) includes forms to notify an employee when:

- The board has proposed termination of the employee's probationary, term, or continuing contract during the contract term; and
- The board has taken final action to terminate the contract.

**DFAB (EXHIBIT) PROBATIONARY CONTRACTS
TERMINATION AT END OF YEAR**

As mentioned above, new exhibits recommended in Update 95 provide assistance when a district is terminating or nonrenewing a Chapter 21 employment contract. This exhibit provides an employee notice when the board has chosen to terminate an employee's probationary contract at the end of the contract period.

**DFAC (LEGAL) PROBATIONARY CONTRACTS
RETURN TO PROBATIONARY STATUS**

This policy has been structured to reflect the two situations when an employee may be returned to a probationary contract status:

- At UPON REASSIGNMENT, the provisions explain that if an employee voluntarily accepts an assignment to a new professional capacity that requires a different class of certificate from the employee's previous assignment, the district may give the employee a probationary contract.

Explanatory Notes

TASB Localized Policy Manual Update 95

DFE (LOCAL) TERMINATION OF EMPLOYMENT
RESIGNATION

At CONTRACT EMPLOYEES, recommended language has been added to clarify that when an employee resigns effective at the end of the school year or submits a resignation after the last day of the school year and before the penalty-free resignation date, the district need not take action to accept the resignation because the resignation is considered to be automatically accepted upon receipt.

A second change is based on a recent Commissioner of Education proposal for decision, *Harris v. Fort Bend Independent School District*, which indicated that although the Education Code allows the board to delegate to one or more individuals the authority to consent to a resignation during the school year, it does not allow the board to grant to the superintendent the authority to further delegate that responsibility to another employee. As a result, we recommend revising the policy language to give the superintendent or other person designated by Board action the authority to accept these resignations.

In Update 42 to the *Regulations Resource Manual*, to be issued in October and made available in the Policy Service Resource Library on myTASB, Policy Service will provide a sample resolution for the board to document when the board has delegated to someone in addition to the superintendent the authority to consent to mid-year contract resignations.

DFFA (EXHIBIT) REDUCTION IN FORCE
FINANCIAL EXIGENCY

As mentioned above, new exhibits recommended in Update 95 provide assistance when a district is terminating or nonrenewing a Chapter 21 employment contract. This exhibit includes forms to notify an employee that:

- The board has proposed termination of the employee's probationary contract during the contract term due to financial exigency;
- The board has proposed termination of the employee's term contract during the contract term due to financial exigency; and
- The board has taken final action to terminate the contract.

DGBA (LOCAL) PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

Recommended changes clarify the types of complaints to which the district's complaint policy, DGBA(LOCAL), applies. Some employee complaints must be filed in accordance with another policy in lieu of being filed in accordance with DGBA(LOCAL). For example, an employee whose term contract has been proposed for nonrenewal must proceed in accordance with DFBB(LOCAL). Other complaints must be filed initially in accordance with another policy and then may proceed to DGBA(LOCAL) for further appeal. For example, if an employee files a sexual harassment complaint in accordance with DIA(LOCAL) and is dissatisfied with the outcome of the investigation, the employee may then appeal in accordance with DGBA(LOCAL).

To clarify when an employee should submit a complaint in accordance with a policy other than DGBA(LOCAL), recommended revisions:

- Move the OTHER COMPLAINT PROCESSES provision to the beginning of the policy;

Explanatory Notes

TASB Localized Policy Manual Update 95

- Reword the introductory sentence to indicate that the employee may need to file a complaint in accordance with another policy; and
- Provide better direction to other relevant policies.

The NOTICE TO EMPLOYEES about the complaint policy has also been moved closer to the beginning of the policy.

A revision at LEVEL THREE specifies that the Level Two record must include the notice of appeal from Level One to Level Two.

Please note: We have retained the district's unique provision requiring that the LEVEL ONE complaint be filed with the executive director of the appropriate department when the complaint is against a supervisor or principal and alleges a violation of law. If this no longer reflects district practice, please contact your policy consultant for appropriate revisions.

DGBA (EXHIBIT) PERSONNEL-MANAGEMENT RELATIONS EMPLOYEE COMPLAINTS/GRIEVANCES

Our records indicate that you have an exhibit at this code that you may need to review and revise in light of the changes in this update. Please advise us:

- If this exhibit is obsolete and should be deleted from Policy Service's records of your localized policy manual; or
- If you have revisions that you wish to submit to Policy Service for editorial and legal review and incorporation into Policy Service records.

DL (LEGAL) WORK LOAD

The Commissioner of Education decision *Canutillo Educators Association v. Canutillo Independent School District* provides guidance on teachers' PLANNING AND PREPARATION time by explaining that it must occur during the time students are receiving instruction, not before or after the school day.

Per an attorney general opinion, teachers may not be required to remain on campus during their 30-minute DUTY-FREE LUNCH break.

DMA (LEGAL) PROFESSIONAL DEVELOPMENT REQUIRED STAFF DEVELOPMENT

We have moved to TRAINING SPECIFICS an existing statutory provision explaining that a district may use district-wide staff development that was developed and approved through the district-level decision process and added a margin note regarding staff development relating to instruction of STUDENTS WITH DISABILITIES. In addition, effective with the 2012–13 school year staff development may include training related to bullying (see item 2 at TRAINING SPECIFICS). This change is from HB 1942 passed during the 82nd Legislative Session.

E (LEGAL) INSTRUCTION

The E section table of contents is being issued without revision to address a system configuration issue. You will not be charged for these pages.

Explanatory Notes
TASB Localized Policy Manual Update 95

EGA (LEGAL) CURRICULUM DEVELOPMENT
INNOVATIVE AND MAGNET PROGRAMS

As a result of recent revisions to the Administrative Code clarifying that dual language immersion programs are part of the bilingual education program, we have deleted provisions on dual language immersion from this policy on Innovative and Magnet Programs and moved the provisions to EHBE, Bilingual Education/ESL.

EHAA (LEGAL) BASIC INSTRUCTIONAL PROGRAM
REQUIRED INSTRUCTION (ALL LEVELS)

As a result of changes to the Administrative Code, effective May 30, 2012, economics was moved to the FOUNDATION CURRICULUM as part of social studies.

EHAC (LEGAL) BASIC INSTRUCTIONAL PROGRAM
REQUIRED INSTRUCTION (SECONDARY)

The required GRADES 9–12 COURSE OFFERINGS, beginning on page 2, have been revised based on changes to the Administrative Code, effective May 30, 2012:

- In addition to Integrated Physics and Chemistry, Biology, Chemistry, and Physics, a district must now offer at least two additional science courses from those listed (see item 3);
- Economics is now listed as a required course under social studies (see item 4);
- Health Education has been deleted from the list of courses the district must offer; and
- A district must now offer at least four technology applications courses from those listed (see item 9).

In addition, a district must teach each course required for graduation at least once in any two consecutive years, and a district must teach a course with an end-of-course assessment each year or use alternate delivery methods, such as distance learning, so students can earn credit for those courses.

EHBAB (LEGAL) SPECIAL EDUCATION
ARD COMMITTEE AND INDIVIDUALIZED EDUCATION PROGRAM

At INDIVIDUALIZED EDUCATION PROGRAM (IEP), item 10 (see page 6), we have updated the text to reflect the current Education Code requirement for districts to begin transition planning not later than the first IEP to be in effect when the child is 14.

Explanatory Notes

TASB Localized Policy Manual Update 95

EIE (LOCAL) ACADEMIC ACHIEVEMENT RETENTION AND PROMOTION

Recommended changes at CURRICULUM MASTERY include the addition of a statement that the district shall comply with state and federal requirements, as included in the policy manual at the referenced codes, when determining methods for students with disabilities or students who are English language learners to demonstrate mastery of the curriculum. This sentence replaces more detailed text, previously included in the policy at STANDARDS FOR MASTERY, that listed the ways that English language learners could demonstrate mastery.

Text on STUDENTS RECEIVING SPECIAL EDUCATION SERVICES was revised and moved to the beginning of the policy, but it retains the requirement that the ARD committee must determine any modified promotion standards for such students.

At ACCELERATED INSTRUCTION, we have deleted text indicating that accelerated instruction is only required for students in grades 3 through 8; accelerated instruction requirements apply to all students who fail a state-mandated assessment.

Please note: In response to the suspension of GRADE ADVANCEMENT TESTING requirements for the 2011–12 school year, the district removed text regarding this testing last year. We now recommend for inclusion new text at GRADE ADVANCEMENT TESTING, which clarifies the exception for a student assessed in reading or mathematics above his or her enrolled grade level from the requirement to pass the grades 5 and 8 state-mandated assessments in order to be promoted to the next grade level.

Similarly, we recommend that the district's choice to offer NO ALTERNATE ASSESSMENT INSTRUMENT for the third testing opportunity be replaced in policy.

Please contact your policy consultant if you have questions or need revisions.

EIF (LEGAL) ACADEMIC ACHIEVEMENT GRADUATION

Beginning on page 4, amendments to the Administrative Code, effective May 30, 2012, update and clarify graduation requirements for each of the three graduation programs beginning with students entering grade 9 in the 2012–13 school year.

The rules also resulted in minor rewording of the provisions on page 7 addressing a STUDENT WITH A DISABILITY OR ILLNESS who is unable to participate in physical activity. When a committee is formed for a student who is not receiving special education services or services under Section 504 to determine the student's ability to participate in physical activity, the committee must follow the same procedures required of an ARD or Section 504 committee.

On page 8, new provisions from the revised Administrative Code rules govern enrollment and course credit for courses with a required PREREQUISITE.

F (LEGAL) STUDENTS

The F section table of contents is being issued without revision to address a system configuration issue. You will not be charged for these pages.

Explanatory Notes

TASB Localized Policy Manual Update 95

FDA (LEGAL) ADMISSIONS
INTERDISTRICT TRANSFERS

Changes to the Administrative Code, effective April 22, 2012, affect the calculation of tuition charged by the receiving district to the home district to educate students in grade levels not taught in the home district. The tuition payment is the sum of the excess maintenance and operations (M&O) revenue per enrollee and the excess debt revenue per enrollee. The base tuition limit was deleted from the calculation. (See TUITION FOR EDUCATION OUTSIDE DISTRICT.)

FJ (LEGAL) GIFTS AND SOLICITATIONS

This legally referenced policy addressing a district's authority to hold charitable raffles is recommended for inclusion in your policy manual.

FNC (LEGAL) STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT CONDUCT

Clarification about the contents of the discipline management program that must be included in the district improvement plan is from HB 1942 passed during the 82nd Legislative Session. The program is required to provide for prevention and education about unwanted physical or verbal aggression and sexual harassment, but HB 1942 deleted the language that required the program to include education about other forms of bullying.

FNF (LEGAL) STUDENT RIGHTS AND RESPONSIBILITIES
INTERROGATIONS AND SEARCHES

From *Horton v. Goose Creek Independent School District*, at USE OF TRAINED DOGS beginning on page 2, we have added further explanation about when a sniffer dog is considered to be reasonably reliable so that the district has reasonable cause to search a locker or a car. The case explains that the district does not need to show that the dog is infallible or reliable enough to provide probable cause, only that the dog is reasonably reliable.

Explanatory Notes

TASB Localized Policy Manual Update 95

**FNG (LOCAL) STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES**

To coordinate with the changes to the employee complaint policy [see DGBA(LOCAL), above], recommended changes to this policy clarify the types of student and parent complaints to which the district's complaint policy, FNG(LOCAL), applies. Some student and parent complaints must be filed in accordance with another policy in lieu of being filed in accordance with FNG(LOCAL). For example, a parent's complaint about Section 504 services to a student with a disability must proceed in accordance with FB(LOCAL). Other complaints must be filed initially in accordance with another policy and then may proceed to FNG(LOCAL) for further appeal. For example, if a student files a bullying complaint in accordance with FFI(LOCAL) and is dissatisfied with the outcome of the investigation, the student may then appeal in accordance with FNG(LOCAL).

To clarify when a student or parent should submit a complaint in accordance with a policy other than FNG(LOCAL), recommended revisions:

- Move the OTHER COMPLAINT PROCESSES provision to the beginning of the policy;
- Reword the introductory sentence to indicate that the student or parent may need to file a complaint in accordance with another policy and provide better direction to other relevant policies;
- Include retaliation from bullying at item 4;
- Reword and move to item 8 complaints concerning final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program; and
- Include complaints concerning admission, placement, or services provided for a homeless student at item 14.

The NOTICE TO STUDENTS AND PARENTS about the complaint policy has also been moved closer to the beginning of the policy.

A revision at LEVEL THREE specifies that the Level Two record must include the notice of appeal from Level One to Level Two.

**FNG (EXHIBIT) STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES**

Our records indicate that you have an exhibit at this code that you may need to review and revise in light of the changes in this update. Please advise us:

- If this exhibit is obsolete and should be deleted from Policy Service's records of your localized policy manual; or
- If you have revisions that you wish to submit to Policy Service for editorial and legal review and incorporation into Policy Service records.

G (LEGAL) COMMUNITY AND GOVERNMENTAL RELATIONS

The G section table of contents is being issued without revision to address a system configuration issue. You will not be charged for this page.

Explanatory Notes

TASB Localized Policy Manual Update 95

GF (LOCAL) PUBLIC COMPLAINTS

To coordinate with the changes to the employee and student and parent complaint policies [see DGBA(LOCAL) and FNG(LOCAL), above], recommended changes to this policy clarify the types of complaints listed at OTHER COMPLAINT PROCESSES that must be filed initially in accordance with another policy and then may proceed to GF(LOCAL) for appeal.

To clarify when a member of the public should submit a complaint in accordance with a policy other than GF(LOCAL), recommended revisions:

- Move the OTHER COMPLAINT PROCESSES provision to the beginning of the policy;
- Reword the introductory sentence to indicate that a member of the public may need to file a complaint in accordance with another policy; and
- Provide better direction to the other relevant policies.

A revision at LEVEL THREE specifies that the Level Two record must include the notice of appeal from Level One to Level Two.

GKG (LEGAL) COMMUNITY RELATIONS SCHOOL VOLUNTEER PROGRAM

The provisions of this policy addressing the CRIMINAL HISTORY RECORD of volunteers have been re-ordered for clarity. The general provisions establishing that volunteers are subject to a criminal history record review before they may perform volunteer duties were moved to the beginning of the section, and specific language referring to the criminal history record review requirements was added at APPLICABILITY and EXCEPTION. The note referring to DBAA was moved to the bottom of the section.

CURRENT

DISTRICT NAME

AB
(LOCAL)

~~The corporate name of this school district, as provided by law, is
Lamar CISD herein referred to as "the District." All business shall
be transacted under the corporate name.~~

REVISED

DISTRICT NAME

AB
(LOCAL)

The name of this school district is Lamar Consolidated Independent School District, herein referred to as "the District."

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 DFF~~]
10. Reduction in force because of a program change. [~~See DFF~~]
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 re-purposed 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.

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~~HEARING~~
~~PROCEDURES~~

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].

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.

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-

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HEARING BY AN
ATTORNEY
DESIGNATED BY THE
BOARD

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.

The hearing must be private unless the teacher requests in writing that the hearing be public, except that the attorney may close the hearing to maintain decorum. If the teacher 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 below:

- ~~1. After consultation with the parties, the attorney 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.

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

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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.

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.

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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
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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. The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations.

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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].

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.
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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-

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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.

CURRENT

TERMINATION OF EMPLOYMENT
RESIGNATION

DFE
(LOCAL)

GENERAL
REQUIREMENTS

All resignations shall be submitted in writing to the Superintendent or designee. The employee shall give reasonable notice and shall include in the letter a statement of the reasons for resigning. A prepaid certified or registered letter of resignation shall be considered submitted upon mailing.

AT-WILL EMPLOYEES

The Superintendent or designee shall be authorized to accept the resignation of an at-will employee at any time.

CONTRACT
EMPLOYEES

The Superintendent or ~~designee~~ shall be authorized to receive a contract employee's resignation effective at the end of the school year or submitted after the last day of the school year and before the penalty-free resignation date. The resignation is accepted upon receipt.

The Superintendent or ~~designee~~ shall be authorized to accept a contract employee's resignation submitted or effective at any other time. The Superintendent or designee shall either accept the resignation or submit the matter to the Board in order to pursue sanctions allowed by law.

WITHDRAWAL OF
RESIGNATION

Once submitted and accepted, the resignation of a contract employee may not be withdrawn without consent of the Board.

REVISED

TERMINATION OF EMPLOYMENT
RESIGNATION

DFE
(LOCAL)

GENERAL
REQUIREMENTS

All resignations shall be submitted in writing to the Superintendent or designee. The employee shall give reasonable notice and shall include in the letter a statement of the reasons for resigning. A prepaid certified or registered letter of resignation shall be considered submitted upon mailing.

AT-WILL EMPLOYEES

The Superintendent or designee shall be authorized to accept the resignation of an at-will employee at any time.

CONTRACT
EMPLOYEES

The Superintendent or designee shall be authorized to receive a contract employee's resignation effective at the end of the school year or submitted after the last day of the school year and before the penalty-free resignation date. The resignation requires no further action by the District and is accepted upon receipt.

The Superintendent or other person designated by Board action shall be authorized to accept a contract employee's resignation submitted or effective at any other time. The Superintendent or other Board designee shall either accept the resignation or submit the matter to the Board in order to pursue sanctions allowed by law.

WITHDRAWAL OF
RESIGNATION

Once submitted and accepted, the resignation of a contract employee may not be withdrawn without consent of the Board.

CURRENT

PERSONNEL-MANAGEMENT RELATIONS EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

GUIDING PRINCIPLES	The Board encourages employees to discuss their concerns and complaints through informal conferences with their supervisor, principal, or other appropriate administrator.
INFORMAL PROCESS	Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.
DIRECT COMMUNICATION WITH BOARD MEMBERS	Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.
FORMAL PROCESS	<p>If an informal conference regarding a complaint fails to reach the outcome requested by the employee, he or she may initiate the formal process described below by timely filing a written complaint form.</p> <p>Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.</p> <p>The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.</p>
NOTICE TO EMPLOYEES	The District shall inform employees of this policy.
FREEDOM FROM RETALIATION	Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.
WHISTLEBLOWER COMPLAINTS	Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Time lines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint. [See DG]
COMPLAINTS AGAINST SUPERVISORS	Complaints alleging a violation of law by a supervisor may be made to the Superintendent or designee. Complaints alleging a violation of law by the Superintendent may be made directly to the Board or designee.
COMPLAINTS	In this policy, the terms "complaint" and "grievance" shall have the same meaning. This policy shall apply to all employee complaints, except as provided below.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

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~~EXCEPTIONS~~

~~This policy shall not apply to:~~

- ~~1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability). [See DIA]~~
- ~~2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violations of Title VII. [See DIA]~~
- ~~3. Complaints concerning retaliation relating to discrimination and harassment. [See DIA]~~
- ~~4. Complaints concerning instructional materials. [See EFA]~~
- ~~5. Complaints concerning a commissioned peace officer who is an employee of the District. [See CKE]~~
- ~~6. Complaints arising from the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code. [See DFBB]~~
- ~~7. Complaints arising from the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term. [See DFAA, DFBA, or DFCA, respectively]~~

GENERAL
PROVISIONS
FILING

Complaint forms and appeal notices may be filed by hand-delivery, fax, or U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Fax filings shall be timely filed if they are received on or before the deadline, as indicated by the date/time shown on the fax copy. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

RESPONSE

At Levels One and Two, "response" shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered or sent by U.S. Mail to the employee's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

DAYS

"Days" shall mean District business days, unless otherwise noted. In calculating time lines under this policy, the day a document is filed is "day zero." The following business day is "day one."

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

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~~REPRESENTATIVE~~

"Representative" shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process.

The employee may designate a representative through written notice to the District at any level of this process. If the employee designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

CONSOLIDATING
COMPLAINTS

Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not bring separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate the complaints.

UNTIMELY FILINGS

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

COSTS INCURRED

Each party shall pay its own costs incurred in the course of the complaint.

COMPLAINT FORM

Complaints under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference.

A complaint form that is incomplete in any material aspect may be dismissed, but may be refiled with all the required information if the refiling is within the designated time for filing a complaint.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

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AUDIO RECORDING As provided by law, an employee shall be permitted to make an audio recording of a conference or hearing under this policy at which the substance of the employee's complaint is discussed. The employee shall notify all attendees present that an audio recording is taking place.

LEVEL ONE

Complaint forms must be filed:

1. Within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, employees on a school campus shall file Level One complaints with the campus principal; other District employees shall file Level One complaints with their immediate supervisor. If the complaint is against the supervisor or principal and alleges a violation of law in the workplace, the Level One complaint shall be filed with the executive director who oversees that department or campus.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and hold a conference with the employee within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

The administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

LEVEL TWO

If the employee did not receive the relief requested at Level One or if the time for a response has expired, the employee may request a conference with the Superintendent or designee to appeal the Level One decision.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

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The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The employee may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the employee at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall hold a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues presented by the employee at Level One and identified in the Level Two appeal notice. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

LEVEL THREE

If the employee did not receive the relief requested at Level Two or if the time for a response has expired, the employee may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

The Superintendent or designee shall inform the employee of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two complaint. The employee may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
- ~~2.~~ The written response issued at Level Two and any attachments.
- ~~3.~~ All other documents relied upon by the administration in reaching the Level Two decision.

If at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the employee notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation including an opportunity for the employee and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

REVISED

PERSONNEL-MANAGEMENT RELATIONS EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

COMPLAINTS

In this policy, the terms "complaint" and "grievance" shall have the same meaning.

OTHER COMPLAINT PROCESSES

Employee complaints shall be filed in accordance with this policy, except as provided below:

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with DIA.
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with DIA.
3. Complaints concerning retaliation relating to discrimination and harassment shall be submitted in accordance with DIA.
4. Complaints concerning instructional materials shall be submitted in accordance with EFA.
5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.
6. Complaints concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB.
7. Complaints concerning the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA, DFBA, or DFCA.

NOTICE TO EMPLOYEES

The District shall inform employees of this policy.

GUIDING PRINCIPLES

INFORMAL PROCESS

The Board encourages employees to discuss their concerns and complaints through informal conferences with their supervisor, principal, or other appropriate administrator.

Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

DIRECT COMMUNICATION WITH BOARD MEMBERS

Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

FORMAL PROCESS	<p>If an informal conference regarding a complaint fails to reach the outcome requested by the employee, he or she may initiate the formal process described below by timely filing a written complaint form.</p> <p>Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.</p> <p>The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.</p>
FREEDOM FROM RETALIATION	<p>Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.</p>
WHISTLEBLOWER COMPLAINTS	<p>Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Time lines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint. [See DG]</p>
COMPLAINTS AGAINST SUPERVISORS	<p>Complaints alleging a violation of law by a supervisor may be made to the Superintendent or designee. Complaints alleging a violation of law by the Superintendent may be made directly to the Board or designee.</p>
GENERAL PROVISIONS FILING	<p>Complaint forms and appeal notices may be filed by hand-delivery, fax, or U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Fax filings shall be timely filed if they are received on or before the deadline, as indicated by the date/time shown on the fax copy. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.</p>
RESPONSE	<p>At Levels One and Two, "response" shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered or sent by U.S. Mail to the employee's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.</p>
DAYS	<p>"Days" shall mean District business days, unless otherwise noted. In calculating time lines under this policy, the day a document is filed is "day zero." The following business day is "day one."</p>

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

REPRESENTATIVE	<p>“Representative” shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process.</p> <p>The employee may designate a representative through written notice to the District at any level of this process. If the employee designates a representative with fewer than three days’ notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District’s counsel. The District may be represented by counsel at any level of the process.</p>
CONSOLIDATING COMPLAINTS	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not bring separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.</p> <p>When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate the complaints.</p>
UNTIMELY FILINGS	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p>
COSTS INCURRED	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>
COMPLAINT FORM	<p>Complaints under this policy shall be submitted in writing on a form provided by the District.</p> <p>Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference.</p> <p>A complaint form that is incomplete in any material aspect may be dismissed, but may be refiled with all the required information if the refiling is within the designated time for filing a complaint.</p>

PERSONNEL-MANAGEMENT RELATIONS
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AUDIO RECORDING As provided by law, an employee shall be permitted to make an audio recording of a conference or hearing under this policy at which the substance of the employee's complaint is discussed. The employee shall notify all attendees present that an audio recording is taking place.

LEVEL ONE

Complaint forms must be filed:

1. Within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, employees on a school campus shall file Level One complaints with the campus principal; other District employees shall file Level One complaints with their immediate supervisor.

If the complaint is against the supervisor or principal and alleges a violation of law in the workplace, the Level One complaint shall be filed with the executive director who oversees that department or campus.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and hold a conference with the employee within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

The administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

LEVEL TWO

If the employee did not receive the relief requested at Level One or if the time for a response has expired, the employee may request a

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
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conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The employee may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the employee at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall hold a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues presented by the employee at Level One and identified in the Level Two appeal notice. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

LEVEL THREE

If the employee did not receive the relief requested at Level Two or if the time for a response has expired, the employee may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two re-

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sponse or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the employee of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The employee may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

If at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the employee notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the employee and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

CURRENT

ACADEMIC ACHIEVEMENT
RETENTION AND PROMOTION

EIE
(LOCAL)

CURRICULUM
MASTERY

Promotion and course credit shall be based on mastery of the curriculum. Expectations and standards for promotion shall be established for each grade level, content area, and course and shall be coordinated with compensatory/~~accelerated services.~~ ~~[See EHBC]~~

STANDARDS FOR
MASTERY

In addition to the factors in law that must be considered for promotion, mastery shall be determined as follows:

1. Course assignments and unit evaluation shall be used to determine student grades in a subject. An average of 70 or higher shall be considered a passing grade.
2. Mastery of the skills necessary for success at the next level shall be validated by assessments that may either be incorporated into unit or final ~~examinations~~ or may be administered separately. Mastery of at least 70 percent of the objectives shall be required.

GRADES 1-5

In grades 1-5, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) in reading, language arts, social studies, science/health, and mathematics, and a grade of 70 or above in reading and mathematics.

Additionally, any student in grades 1-2 who fails to master the District's required reading levels may be retained.

GRADES 6-8

In grades 6-8, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based ~~upon~~ course-level, grade-level standards (essential knowledge and skills) for all subject areas and a grade of 70 or above in each of the following four courses: language arts (the average of English and reading), mathematics, science, and social studies.

GRADES 9-12

Grade-level advancement for students in grades 9-12 shall be earned by course credits. [See EI]

~~STUDENTS WITH
DISABILITIES~~

~~Promotion standards and appropriate assessment and acceleration options, as established by individualized education programs (IEP) or grade-level classification of students eligible for special education, shall be determined by the ARD committee.~~

~~LIMITED ENGLISH-
PROFICIENT
STUDENTS~~

~~In assessing students of limited English proficiency for mastery of the essential knowledge and skills, the District shall be flexible in determining methods to allow the students to demonstrate knowledge or competency independent of their English language skills in the following ways:~~

- ~~1. Assessment in the primary language.~~
- ~~2. Assessment using ESL methodologies.~~

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ACCELERATED
INSTRUCTION FOR
~~GRADES 3-8~~

~~3. Assessment with multiple varied instruments. [See EHBE]~~

If a student in ~~grades 3-8~~ fails to demonstrate proficiency on a state-mandated assessment, the student shall be provided accelerated instruction in accordance with state law.

DEFINITION OF
'PARENT'

For purposes of this policy and decisions related to grade advancement requirements, a student's "parent" shall be defined to include either of the student's parents or guardians; a person designated by the parent, by means of a ~~Power of Attorney~~ or an authorization agreement as provided in ~~Section 34~~ of the Family Code, to have responsibility for the student in all school-related matters [see FD]; a surrogate parent acting on behalf of a student with a disability; a person designated by the parent or guardian to serve on the grade placement committee (GPC) for all purposes; or in the event that a parent, guardian, or designee cannot be located, a person designated by the Superintendent or designee to act on behalf of the student. [See EIE(LEGAL)]

STANDARDS FOR
PROMOTION UPON
APPEAL

If a parent initiates an appeal of his or her child's retention following the student's failure to demonstrate proficiency after the third testing opportunity, the GPC shall review all facts and circumstances in accordance with law.

The student shall not be promoted unless:

1. All members of the GPC agree that the student is likely to perform on grade level if given additional accelerated instruction during the following school year in accordance with the educational plan developed by the GPC; and
2. The student has completed required accelerated instruction in the subject area for which the student failed to demonstrate proficiency.

Whether the GPC decides to promote or to retain a student in this manner, the committee shall determine an accelerated instruction plan for the student for the following school year, providing for ~~interim~~ reports to the student's parent and opportunities for the parent to consult with the teacher or principal as needed. The principal or designee shall monitor the student's progress during the following school year to ensure that he or she is progressing in accordance with the plan.

TRANSFER
STUDENTS

When a student transfers into the District having failed to demonstrate proficiency on applicable assessment instruments after two testing opportunities, a GPC shall convene for that student. The GPC shall review any available records of decisions regarding testing and accelerated instruction from the previous district and determine an accelerated instruction plan for the student.

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RETENTION AND PROMOTION

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If a parent initiates an appeal for promotion when a student transfers into the District having failed to demonstrate proficiency after three testing opportunities, the GPC shall review any available records of decisions regarding testing, accelerated instruction, retention, or promotion from the previous district and issue a decision in accordance with the District's standards for promotion.

ASSIGNMENT OF
RETAINED STUDENTS

A student not promoted to the next grade level shall remain at the same campus or shall be assigned to a similar campus setting.

REDUCING STUDENT
RETENTION

The District shall establish procedures designed to reduce retaining students at a grade level, with the ultimate goal being elimination of the practice of retaining students. [See EHBC]

CURRICULUM
MASTERY

Promotion and course credit shall be based on mastery of the curriculum. Expectations and standards for promotion shall be established for each grade level, content area, and course and shall be coordinated with compensatory, intensive, and/or accelerated services. [See EHBC] The District shall comply with applicable state and federal requirements when determining methods for students with disabilities [see FB] or students who are English language learners [see EHBE and EKBA] to demonstrate mastery of the curriculum.

STUDENTS
RECEIVING
SPECIAL
EDUCATION
SERVICES

Any modified promotion standards for a student receiving special education services shall be determined by the student's admission, review, and dismissal (ARD) committee and documented in the student's individualized education program (IEP). [See EHBA series and EKB]

STANDARDS FOR
MASTERY

In addition to the factors in law that must be considered for promotion, mastery shall be determined as follows:

1. Course assignments and unit evaluation shall be used to determine student grades in a subject. An average of 70 or higher shall be considered a passing grade.
2. Mastery of the skills necessary for success at the next level shall be validated by assessments that may either be incorporated into unit or final exams or may be administered separately. Mastery of at least 70 percent of the objectives shall be required.

GRADES 1-5

In grades 1-5, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) in reading, language arts, social studies, science/health, and mathematics, and a grade of 70 or above in reading and mathematics.

Additionally, any student in grades 1-2 who fails to master the District's required reading levels may be retained.

GRADES 6-8

In grades 6-8, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) for all subject areas and a grade of 70 or above in each of the following four courses: language arts (the average of English and reading), mathematics, science, and social studies.

GRADES 9-12

Grade-level advancement for students in grades 9-12 shall be earned by course credits. [See EI]

ACCELERATED
INSTRUCTION

If a student fails to demonstrate proficiency on a state-mandated assessment, the student shall be provided accelerated instruction

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RETENTION AND PROMOTION

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in accordance with state law. Additionally, students in grades 5 and 8 shall be subject to all provisions of GRADE ADVANCEMENT TESTING, below.

GRADE
ADVANCEMENT
TESTING

Except when a student will be assessed in reading or mathematics above his or her enrolled grade level, students in grades 5 and 8 must meet the passing standard on the applicable state-mandated assessments in reading and mathematics to be promoted to the next grade level, in addition to the District's local standards for mastery and promotion.

DEFINITION OF
'PARENT'

For purposes of this policy and decisions related to grade advancement requirements, a student's "parent" shall be defined to include either of the student's parents or guardians; a person designated by the parent, by means of a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code, to have responsibility for the student in all school-related matters [see FD]; a surrogate parent acting on behalf of a student with a disability; a person designated by the parent or guardian to serve on the grade placement committee (GPC) for all purposes; or in the event that a parent, guardian, or designee cannot be located, a person designated by the Superintendent or designee to act on behalf of the student. [See EIE(LEGAL)]

NO ALTERNATE
ASSESSMENT
INSTRUMENT

The District shall use only the statewide assessment instrument for the third testing opportunity.

STANDARDS FOR
PROMOTION UPON
APPEAL

If a parent initiates an appeal of his or her child's retention following the student's failure to demonstrate proficiency after the third testing opportunity, the GPC shall review all facts and circumstances in accordance with law.

The student shall not be promoted unless:

1. All members of the GPC agree that the student is likely to perform on grade level if given additional accelerated instruction during the following school year in accordance with the educational plan developed by the GPC; and
2. The student has completed required accelerated instruction in the subject area for which the student failed to demonstrate proficiency.

Whether the GPC decides to promote or to retain a student in this manner, the committee shall determine an accelerated instruction plan for the student for the following school year, providing for interim reports to the student's parent and opportunities for the parent to consult with the teacher or principal as needed. The principal or designee shall monitor the student's progress during the

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RETENTION AND PROMOTION

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following school year to ensure that he or she is progressing in accordance with the plan.

TRANSFER
STUDENTS

When a student transfers into the District having failed to demonstrate proficiency on applicable assessment instruments after two testing opportunities, a GPC shall convene for that student. The GPC shall review any available records of decisions regarding testing and accelerated instruction from the previous district and determine an accelerated instruction plan for the student.

If a parent initiates an appeal for promotion when a student transfers into the District having failed to demonstrate proficiency after three testing opportunities, the GPC shall review any available records of decisions regarding testing, accelerated instruction, retention, or promotion from the previous district and issue a decision in accordance with the District's standards for promotion.

ASSIGNMENT OF
RETAINED STUDENTS

A student not promoted to the next grade level shall remain at the same campus or shall be assigned to a similar campus setting.

REDUCING STUDENT
RETENTION

The District shall establish procedures designed to reduce retaining students at a grade level, with the ultimate goal being elimination of the practice of retaining students. [See EHBC]

CURRENT

STUDENT RIGHTS AND RESPONSIBILITIES STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
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GUIDING PRINCIPLES INFORMAL PROCESS

The Board encourages students and parents to discuss their concerns and complaints through informal conferences with the appropriate teacher, principal, or other campus administrator.

Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

FORMAL PROCESS

If an informal conference regarding a complaint fails to reach the outcome requested by the student or parent, the student or parent may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

FREEDOM FROM RETALIATION

Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.

~~NOTICE TO STUDENTS AND PARENTS~~

~~The District shall inform students and parents of this policy.~~

~~COMPLAINTS~~

~~In this policy, the terms "complaint" and "grievance" shall have the same meaning. This policy shall apply to all student and parent complaints, except as provided below.~~

~~EXCEPTIONS~~

~~This policy shall not apply to:~~

- ~~1. Complaints alleging discrimination or harassment based on race, color, gender, national origin, disability, or religion. [See FFH]~~
- ~~2. Complaints concerning dating violence. [See FFH]~~
- ~~3. Complaints concerning retaliation related to discrimination and harassment. [See FFH]~~
- ~~4. Complaints concerning bullying. [See FFI]~~
- ~~5. Complaints concerning loss of credit on the basis of attendance. [See FEC]~~
- ~~6. Complaints concerning removal to a disciplinary alternative education program. [See FOC and the Student Code of Conduct]~~

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- ~~7. Complaints concerning expulsion. [See FOD and the Student Code of Conduct]~~
- ~~8. Complaints concerning identification, evaluation, or educational placement of a student with a disability within the scope of Section 504. [See FB]~~
- ~~9. Complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability within the scope of the Individuals with Disabilities Education Act. [See EHBA, FOF, and the parents' rights handbook provided to parents of all students referred to special education]~~
- ~~10. Complaints concerning instructional materials. [See EFA]~~
- ~~11. Complaints concerning a commissioned peace officer who is an employee of the District. [See CKE]~~
- ~~12. Complaints concerning intradistrict transfers or campus assignments. [See FDB]~~
- ~~13. Final selection of a student for gifted services in accordance with Commissioner rules and the District's Gifted and Talented Program Student and Parent Handbook, and Elementary and Secondary Handbooks, see EHBB.~~

GENERAL
PROVISIONS
FILING

Complaint forms and appeal notices may be filed by hand-delivery, fax, or U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Fax filings shall be timely filed if they are received on or before the deadline, as indicated by the date/time shown on the fax copy. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

RESPONSE

At Levels One and Two, "response" shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

DAYS

"Days" shall mean District business days. In calculating time lines under this policy, the day a document is filed is "day zero." The following business day is "day one."

REPRESENTATIVE

"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or

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parent in the complaint process. A student may be represented by an adult at any level of the complaint.

The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

CONSOLIDATING
COMPLAINTS

Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not bring separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

UNTIMELY FILINGS

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

COSTS INCURRED

Each party shall pay its own costs incurred in the course of the complaint.

COMPLAINT FORM

Complaints under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference.

A complaint form that is incomplete in any material aspect may be dismissed, but may be refiled with all the required information if the refiled is within the designated time for filing a complaint.

LEVEL ONE

Complaint forms must be filed:

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1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, students and parents shall file Level One complaints with the campus principal.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and hold a conference with the student or parent within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

The administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any relevant documents or information the administrator believes will help resolve the complaint.

LEVEL TWO

If the student or parent did not receive the relief requested at Level One or if the time for a response has expired, the student or parent may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The student or parent may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.

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2. All other documents submitted by the student or parent at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall hold a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues presented by the student or parent at Level One and identified in the Level Two appeal notice. At the conference, the student or parent may provide information concerning any documents or information relied on by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

LEVEL THREE

If the student or parent did not receive the relief requested at Level Two or if the time for a response has expired, the student or parent may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two complaint. The student or parent may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.

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- ~~2.~~ The written response issued at Level Two and any attachments.
- ~~3.~~ All other documents relied upon by the administration in reaching the Level Two decision.

If, at the Level Three hearing, the administration intends to rely on evidence not included in the ~~records~~, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation including an opportunity for the student or parent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the student or parent or the student's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

REVISED

STUDENT RIGHTS AND RESPONSIBILITIES STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

COMPLAINTS

In this policy, the terms "complaint" and "grievance" shall have the same meaning.

OTHER COMPLAINT PROCESSES

Student or parent complaints shall be filed in accordance with this policy, except as provided below:

1. Complaints alleging discrimination or harassment based on race, color, gender, national origin, disability, or religion shall be submitted in accordance with FFH.
2. Complaints concerning dating violence shall be submitted in accordance with FFH.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with FFH.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning loss of credit on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning removal to a disciplinary alternative education program shall be submitted in accordance with FOC and the Student Code of Conduct.
7. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
8. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
9. Complaints concerning identification, evaluation, or educational placement of a student with a disability within the scope of Section 504 shall be submitted in accordance with FB and the procedural safeguards handbook.
10. Complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability within the scope of the Individuals with Disabilities Education Act shall be submitted in accordance with EHB&E, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.
11. Complaints concerning instructional materials shall be submitted in accordance with EFA.
12. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

13. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.

14. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.

NOTICE TO STUDENTS
AND PARENTS

The District shall inform students and parents of this policy.

GUIDING PRINCIPLES

The Board encourages students and parents to discuss their concerns and complaints through informal conferences with the appropriate teacher, principal, or other campus administrator.

INFORMAL
PROCESS

Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

FORMAL PROCESS

If an informal conference regarding a complaint fails to reach the outcome requested by the student or parent, the student or parent may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

FREEDOM FROM
RETALIATION

Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.

GENERAL
PROVISIONS

Complaint forms and appeal notices may be filed by hand-delivery, fax, or U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Fax filings shall be timely filed if they are received on or before the deadline, as indicated by the date/time shown on the fax copy. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

RESPONSE

At Levels One and Two, "response" shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

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	shall be timely if they are postmarked by U.S. Mail on or before the deadline.
DAYS	"Days" shall mean District business days. In calculating time lines under this policy, the day a document is filed is "day zero." The following business day is "day one."
REPRESENTATIVE	<p>"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.</p> <p>The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.</p>
CONSOLIDATING COMPLAINTS	Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not bring separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.
UNTIMELY FILINGS	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p>
COSTS INCURRED	Each party shall pay its own costs incurred in the course of the complaint.
COMPLAINT FORM	<p>Complaints under this policy shall be submitted in writing on a form provided by the District.</p> <p>Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference.</p>

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

A complaint form that is incomplete in any material aspect may be dismissed, but may be refiled with all the required information if the refiling is within the designated time for filing a complaint.

LEVEL ONE

Complaint forms must be filed:

1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, students and parents shall file Level One complaints with the campus principal.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and hold a conference with the student or parent within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

The administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

LEVEL TWO

If the student or parent did not receive the relief requested at Level One or if the time for a response has expired, the student or parent may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

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the Level Two administrator. The student or parent may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the student or parent at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall hold a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues presented by the student or parent at Level One and identified in the Level Two appeal notice. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

~~LEVEL THREE~~

~~If the student or parent did not receive the relief requested at Level Two or if the time for a response has expired, the student or parent may appeal the decision to the Board.~~

~~The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.~~

~~The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.~~

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

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(LOCAL)

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The student or parent may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

If at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or parent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the student or parent or the student's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

CURRENT

PUBLIC COMPLAINTS

GF
(LOCAL)

GUIDING PRINCIPLES	The Board encourages the public to discuss concerns and complaints through informal conferences with the appropriate administrator.
INFORMAL PROCESS	Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.
FORMAL PROCESS	<p>If an informal conference regarding a complaint fails to reach the outcome requested by an individual, he or she may initiate the formal process described below by timely filing a written complaint form.</p> <p>Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.</p> <p>The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.</p>
FREEDOM FROM RETALIATION	Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.
COMPLAINTS	In this policy, the term "complaint" and "grievance" shall have the same meaning. This policy shall apply to all complaints from the public except as provided below.
EXCEPTIONS	This policy shall not apply to: <ol style="list-style-type: none">1. Complaints concerning instructional materials. [See EFA]2. Complaints concerning a commissioned peace officer who is an employee of the District. [See GKE]
GENERAL PROVISIONS	Complaint forms and appeal notices may be filed by hand-delivery, fax, or U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Fax filings shall be timely filed if they are received on or before the deadline, as indicated by the date/time shown on the fax copy. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.
FILING	
RESPONSE	At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered or sent by U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

PUBLIC COMPLAINTS

GF
(LOCAL)

DAYS	<p>“Days” shall mean District business days. In calculating time lines under this policy, the day a document is filed is “day zero.” The following business day is “day one.”</p>
REPRESENTATIVE	<p>“Representative” shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.</p> <p>The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days’ notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District’s counsel. The District may be represented by counsel at any level of the process.</p>
CONSOLIDATING COMPLAINTS	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not bring separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.</p>
UNTIMELY FILINGS	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p>
COSTS INCURRED	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>
COMPLAINT FORM	<p>Complaints under this policy shall be submitted in writing on a form provided by the District.</p> <p>Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.</p> <p>A complaint form that is incomplete in any material aspect may be dismissed, but may be refiled with all the required information if the refiled is within the designated time for filing a complaint.</p>

PUBLIC COMPLAINTS

GF
(LOCAL)

LEVEL ONE

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and hold a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

The administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any relevant documents or information.

LEVEL TWO

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The individual may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the individual at Level One.

3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall hold a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues presented by the individual at Level One and identified in the Level Two appeal notice. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis for the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

LEVEL THREE

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board with the record of the Level Two ~~complaint~~. The individual may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
- ~~2.~~ The written response issued at Level Two and any attachments.

~~3.~~ All other documents relied upon by the administration in reaching the Level Two decision.

If at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or his or her representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

COMPLAINTS

In this policy, the terms "complaint" and "grievance" shall have the same meaning.

OTHER COMPLAINT PROCESSES

Complaints by members of the public shall be filed in accordance with this policy, except as provided below:

1. Complaints concerning instructional materials shall be filed in accordance with EFA.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with CKE.

GUIDING PRINCIPLES
INFORMAL
PROCESS

The Board encourages the public to discuss concerns and complaints through informal conferences with the appropriate administrator.

Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

FORMAL PROCESS

If an informal conference regarding a complaint fails to reach the outcome requested by an individual, he or she may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

FREEDOM FROM
RETALIATION

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

GENERAL
PROVISIONS
FILING

Complaint forms and appeal notices may be filed by hand-delivery, fax, or U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Fax filings shall be timely filed if they are received on or before the deadline, as indicated by the date/time shown on the fax copy. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

RESPONSE

At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered or sent by U.S. Mail to the individ-

PUBLIC COMPLAINTS

GF
(LOCAL)

ual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

DAYS

"Days" shall mean District business days. In calculating time lines under this policy, the day a document is filed is "day zero." The following business day is "day one."

REPRESENTATIVE

"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.

The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

CONSOLIDATING
COMPLAINTS

Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not bring separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

UNTIMELY FILINGS

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

COSTS INCURRED

Each party shall pay its own costs incurred in the course of the complaint.

COMPLAINT FORM

Complaints under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

PUBLIC COMPLAINTS

GF
(LOCAL)

A complaint form that is incomplete in any material aspect may be dismissed, but may be refiled with all the required information if the refiling is within the designated time for filing a complaint.

LEVEL ONE

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and hold a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

The administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

LEVEL TWO

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The individual may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the individual at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall hold a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues presented by the individual at Level One and identified in the Level Two appeal notice. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

LEVEL THREE

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The individual may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.

3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

If at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or his or her representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

INFORMATION ITEM: DEMOGRAPHIC UPDATE

In order to manage growth effectively, the District employs Population and Survey Analysts (PASA) to analyze student trends, projections of housing occupations by planning unit, ratios of students per household, district-wide projections and long-range planning. PASA has completed the spring update and will provide information to the board.

Dr. Pat Guseman and Dr. Stacey Tepera will present the update and answer questions related to the study.

Resource Person: Dr. Thomas Randle, Superintendent

**INFORMATION ITEM: TAX COLLECTION REPORT
(AS OF JANUARY 31, 2013)**

- Exhibit "A" gives the LCISD collections made during the month of January 31, 2013.
- Exhibit "B" gives the total LCISD collections made this school year from September 1, 2012 through August 31, 2013.
- Exhibit "C" shows the LCISD collections made month-by-month of the 2012-13 roll as compared to prior years. Through January 31, 2013, Lamar had collected 82.9% of the 2012-13 roll.
- Exhibit "D" shows the total collections made as compared to the amount that was budgeted for 2012-2013.
- Exhibit "E" shows the LCISD tax collection analysis for the last six years.

Resource Person: Jill Ludwig, Chief Financial Officer

**Lamar Consolidated ISD
Tax Collections
January 2013**

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
12	\$ 70,605,030.01	\$ -	\$ -	\$ 70,605,030.01	\$ 52,827,424.34		\$ 17,777,605.67	\$ -
11	\$ 22,573.62	\$ 15,473.73	\$ 16,451.06	\$ 54,498.41	\$ 16,564.99	\$ 27,806.03	\$ 6,008.63	\$ 4,118.76
10	\$ 4,978.85	\$ 7,979.72	\$ 4,411.54	\$ 17,370.11	\$ 3,721.90	\$ 10,376.65	\$ 1,256.95	\$ 2,014.61
09	\$ 5,883.09	\$ 2,329.40	\$ 540.31	\$ 8,752.80	\$ 4,650.48	\$ 2,383.75	\$ 1,232.61	\$ 485.96
08	\$ 1,294.31	\$ 1,759.73	\$ 535.56	\$ 3,589.60	\$ 1,049.98	\$ 1,938.35	\$ 244.33	\$ 356.94
07	\$ 4,120.26	\$ 2,124.35	\$ 529.39	\$ 6,774.00	\$ 3,195.47	\$ 2,181.01	\$ 924.79	\$ 472.73
06	\$ 5,307.40	\$ 1,756.56	\$ 314.44	\$ 7,378.40	\$ 4,561.30	\$ 1,824.13	\$ 746.10	\$ 246.87
05	\$ 3,312.59	\$ 1,869.54	\$ 262.59	\$ 5,444.72	\$ 2,925.25	\$ 1,912.84	\$ 387.34	\$ 219.29
04	\$ 2,334.77	\$ 1,578.29	\$ 79.46	\$ 3,992.52	\$ 2,057.43	\$ 1,468.01	\$ 277.34	\$ 189.74
03	\$ 2,314.64	\$ 1,748.56	\$ 60.58	\$ 4,123.78	\$ 2,083.58	\$ 1,633.55	\$ 231.06	\$ 175.59
02	\$ 2,166.22	\$ 1,744.63	\$ 7.80	\$ 3,918.65	\$ 1,952.13	\$ 1,580.02	\$ 214.09	\$ 172.41
01	\$ 2,202.51	\$ 1,971.06	\$ 21.48	\$ 4,195.05	\$ 1,984.84	\$ 1,797.75	\$ 217.67	\$ 194.79
00	\$ 2,502.38	\$ 2,613.85	\$ 137.15	\$ 5,253.38	\$ 2,227.66	\$ 2,464.04	\$ 274.72	\$ 286.96
99	\$ 2,143.80	\$ 2,229.55	\$ -	\$ 4,373.35	\$ 1,937.17	\$ 2,014.65	\$ 206.63	\$ 214.90
98	\$ 2,174.86	\$ 2,456.96	\$ 13.04	\$ 4,644.86	\$ 2,010.72	\$ 2,284.57	\$ 164.14	\$ 185.43
97	\$ 2,166.49	\$ 2,616.12	\$ 9.94	\$ 4,792.55	\$ 2,002.98	\$ 2,428.61	\$ 163.51	\$ 197.45
96	\$ 1,094.26	\$ 1,415.95	\$ 11.13	\$ 2,521.34	\$ 993.48	\$ 1,296.67	\$ 100.78	\$ 130.41
95	\$ 92.10	\$ 198.94	\$ 43.65	\$ 334.69	\$ 87.18	\$ 231.95	\$ 4.92	\$ 10.64
94	\$ 140.79	\$ 321.01	\$ 69.28	\$ 531.08	\$ 133.50	\$ 373.64	\$ 7.29	\$ 16.65
93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
92	\$ 82.76	\$ 208.54	\$ 43.70	\$ 335.00	\$ 82.76	\$ 252.24	\$ -	\$ -
91	\$ 119.27	\$ 313.65	\$ 64.94	\$ 497.86	\$ 116.04	\$ 370.10	\$ 3.23	\$ 8.49
90	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
89	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
88 & prior	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 70,672,034.98	\$ 52,710.14	\$ 23,607.04	\$ 70,748,352.16	\$ 52,881,763.18	\$ 66,618.56	\$ 17,790,271.80	\$ 9,698.62

**Lamar Consolidated ISD
Tax Collections
September 1, 2012-August 31, 2013
(Year-To-Date)**

Exhibit B

Year	Original Tax	Adjustments	Adjusted Tax	Taxes Paid	Penalty & Interest	Collection Fees	Total Payments	Total Taxes 1-31-13
12	\$ 136,145,655.46	\$ 5,759,178.06	\$ 141,904,833.52	\$ 117,668,399.90	\$ -	\$ -	\$ 117,668,399.90	\$ 24,236,433.62
11	\$ 1,526,426.10	\$ (70,201.08)	\$ 1,456,225.02	\$ 524,612.60	\$ 123,890.22	\$ 139,406.66	\$ 787,909.48	\$ 931,612.42
10	\$ 712,478.78	\$ (38,250.01)	\$ 674,228.77	\$ 153,736.58	\$ 56,007.27	\$ 41,142.26	\$ 250,886.11	\$ 520,492.19
09	\$ 531,424.87	\$ (43,693.31)	\$ 487,731.56	\$ 105,191.24	\$ 53,297.81	\$ 30,299.48	\$ 188,788.53	\$ 382,540.32
08	\$ 360,340.24	\$ (6,952.01)	\$ 353,388.23	\$ 65,722.76	\$ 31,453.61	\$ 15,083.43	\$ 112,259.80	\$ 287,665.47
07	\$ 287,280.27	\$ (6,698.73)	\$ 280,581.54	\$ 16,088.14	\$ 5,967.20	\$ 2,990.72	\$ 25,046.06	\$ 264,493.40
06	\$ 222,534.53	\$ (1,333.21)	\$ 221,201.32	\$ 13,328.83	\$ 5,247.04	\$ 1,663.09	\$ 20,238.96	\$ 207,872.49
05	\$ 216,529.51	\$ (1,456.38)	\$ 215,073.13	\$ 9,364.76	\$ 5,433.25	\$ 1,434.30	\$ 16,232.31	\$ 205,708.37
04	\$ 134,192.21	\$ (1,361.98)	\$ 132,830.23	\$ 5,661.72	\$ 4,005.37	\$ 933.39	\$ 10,600.48	\$ 127,168.51
03	\$ 121,282.11	\$ (1,050.99)	\$ 120,231.12	\$ 5,222.94	\$ 3,966.68	\$ 642.02	\$ 9,831.64	\$ 115,008.18
02	\$ 106,981.89	\$ (783.80)	\$ 106,198.09	\$ 5,089.12	\$ 4,317.12	\$ 625.57	\$ 10,031.81	\$ 101,108.97
01	\$ 83,228.49	\$ (811.25)	\$ 82,417.24	\$ 3,927.82	\$ 4,243.45	\$ 570.94	\$ 8,742.21	\$ 78,489.42
00	\$ 71,500.23	\$ (802.73)	\$ 70,697.50	\$ 4,078.45	\$ 4,954.08	\$ 724.22	\$ 9,756.75	\$ 66,619.05
99	\$ 68,463.25	\$ (719.61)	\$ 67,743.64	\$ 3,541.63	\$ 4,456.36	\$ 543.74	\$ 8,541.73	\$ 64,202.01
98	\$ 58,230.23	\$ (702.36)	\$ 57,527.87	\$ 3,463.86	\$ 4,650.08	\$ 535.29	\$ 8,649.23	\$ 54,064.01
97	\$ 52,779.15	\$ (992.93)	\$ 51,786.22	\$ 4,135.39	\$ 6,248.10	\$ 850.09	\$ 11,233.58	\$ 47,650.83
96	\$ 50,566.35	\$ (780.70)	\$ 49,785.65	\$ 2,376.23	\$ 3,874.55	\$ 563.20	\$ 6,813.98	\$ 47,409.42
95	\$ 39,898.13	\$ (479.01)	\$ 39,419.12	\$ 1,343.78	\$ 2,767.63	\$ 605.65	\$ 4,717.06	\$ 38,075.34
94	\$ 31,443.94	\$ (454.25)	\$ 30,989.69	\$ 1,207.21	\$ 2,657.32	\$ 579.48	\$ 4,444.01	\$ 29,782.48
93	\$ 29,766.02	\$ (106.28)	\$ 29,659.74	\$ 1,461.37	\$ 3,386.13	\$ 727.16	\$ 5,574.66	\$ 28,198.37
92	\$ 27,735.63	\$ (18.66)	\$ 27,716.97	\$ 1,577.32	\$ 3,854.68	\$ 814.73	\$ 6,246.73	\$ 26,139.65
91 & prior	\$ 30,008.31	\$ 1,170.11	\$ 31,178.42	\$ 1,893.72	\$ 5,065.48	\$ 1,033.28	\$ 7,992.48	\$ 29,284.70
Totals	\$140,908,745.70	\$5,582,698.89	\$146,491,444.59	\$118,601,425.37	\$339,743.43	\$241,768.70	\$119,182,937.50	\$27,890,019.22

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION ANALYSIS
PERCENT Y-T-D BY MONTH
FOR CURRENT LEVY ONLY**

MONTH	2012-13	2011-12	2010-11	2009-10	2008-09	2007-08	2006-07	2005-06	2004-05	2003-04	2002-03
SEPT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
OCT	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.01%	0.0%
NOV	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%	3.3%	4.0%	3.2%
DEC	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%	16.8%	20.7%	16.9%
JAN	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%	74.9%	69.0%	62.6%
FEB		94.8%	94.3%	93.3%	92.8%	93.5%	93.3%	92.5%	92.3%	92.4%	91.7%
MAR		96.4%	96.1%	95.0%	94.8%	95.1%	94.7%	94.3%	93.8%	94.0%	93.1%
APR		97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%	94.8%	94.9%	94.8%
MAY		97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%	95.5%	95.5%	95.5%
JUNE		98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%	96.4%	96.2%	96.3%
JULY		98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%	97.1%	97.0%	96.9%
AUG		98.9%	98.8%	98.2%	98.2%	98.2%	98.2%	97.8%	97.5%	97.3%	97.3%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
2012-13 TAX COLLECTIONS
AS OF JANUARY 31, 2013**

TAX YEAR LCISD TAXES	SCHOOL YEAR	BUDGET AMOUNT	COLLECTIONS 1-31-13	% OF BUDGET COLLECTED
2012	2012-13	\$139,195,507	\$117,668,400	84.53%
2011 & Prior	2011-12 & Prior	\$2,300,000	\$933,025	40.57%
TOTAL		\$141,495,507	\$118,601,425	83.82%

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
TAX COLLECTION REPORT
AS OF JANUARY 31, 2013**

SCHOOL YEAR TAX YEAR	2007-08 2007	2008-09 2008	2009-10 2009	2010-11 2010	2011-12 2011	2012-13 2012
COLLECTION YEAR						
1 Orig. Levy	\$ 111,004,084	\$ 126,505,684	\$ 127,458,872	129,215,668	132,226,943	136,145,655
1 Collections	\$ 108,651,032	\$ 123,171,452	\$ 128,154,416	132,086,020	136,117,707	117,668,400
Adj. To Roll	\$ (362,468)	\$ (1,054,535)	\$ 2,995,248	4,579,622	5,417,190	5,759,178
2 Collections	\$ 1,347,912	\$ 1,484,532	\$ 1,349,141	1,050,557	524,613	
Adj. To Roll	\$ 27,409	\$ (65,264)	\$ (117,676)	53,764	(70,201)	
3 Collections	\$ 267,371	\$ 248,471	\$ 368,541	153,737		
Adj. To Roll	\$ 21,693	\$ 96	\$ 67,079	(38,250)		
4 Collections	\$ 136,983	\$ 223,830	105,191			
Adj. To Roll	\$ 54,869	\$ 102,644	(43,693)			
5 Collections	\$ 170,751	65,723				
Adj. To Roll	\$ 115,743	(6,952)				
6 Collections	\$ 16,088					
Adj. To Roll	\$ (6,699)					
TOTAL:						
COLLECTIONS	\$ 110,590,137	\$ 125,194,008	\$ 129,977,290	\$ 133,290,313	\$ 136,642,320	\$ 117,668,400
ADJUSTED TAX ROLL	\$ 110,854,630	\$ 125,481,673	\$ 130,359,830	\$ 133,810,804	\$ 137,573,931	\$ 141,904,834
BALANCE TO BE COLLECTED	\$ 264,494	\$ 287,665	\$ 382,541	\$ 520,491	\$ 931,612	\$ 24,236,434
ADJ. TAXABLE VALUE	\$ 8,542,721,871	\$ 9,669,916,588	\$ 10,045,839,050	\$ 9,806,222,120	\$ 9,897,049,133	\$ 10,208,613,612
TOTAL % COLLECTIONS AS OF JANUARY 31, 2013	99.8%	99.8%	99.7%	99.6%	99.3%	82.9%
TAX RATE	\$ 1.29765	\$ 1.29765	\$ 1.29765	1.36455	1.39005	1.39005

**INFORMATION ITEM: ENERGY MANAGEMENT QUARTERLY REPORT
September – December 2011, 2012, 2013**

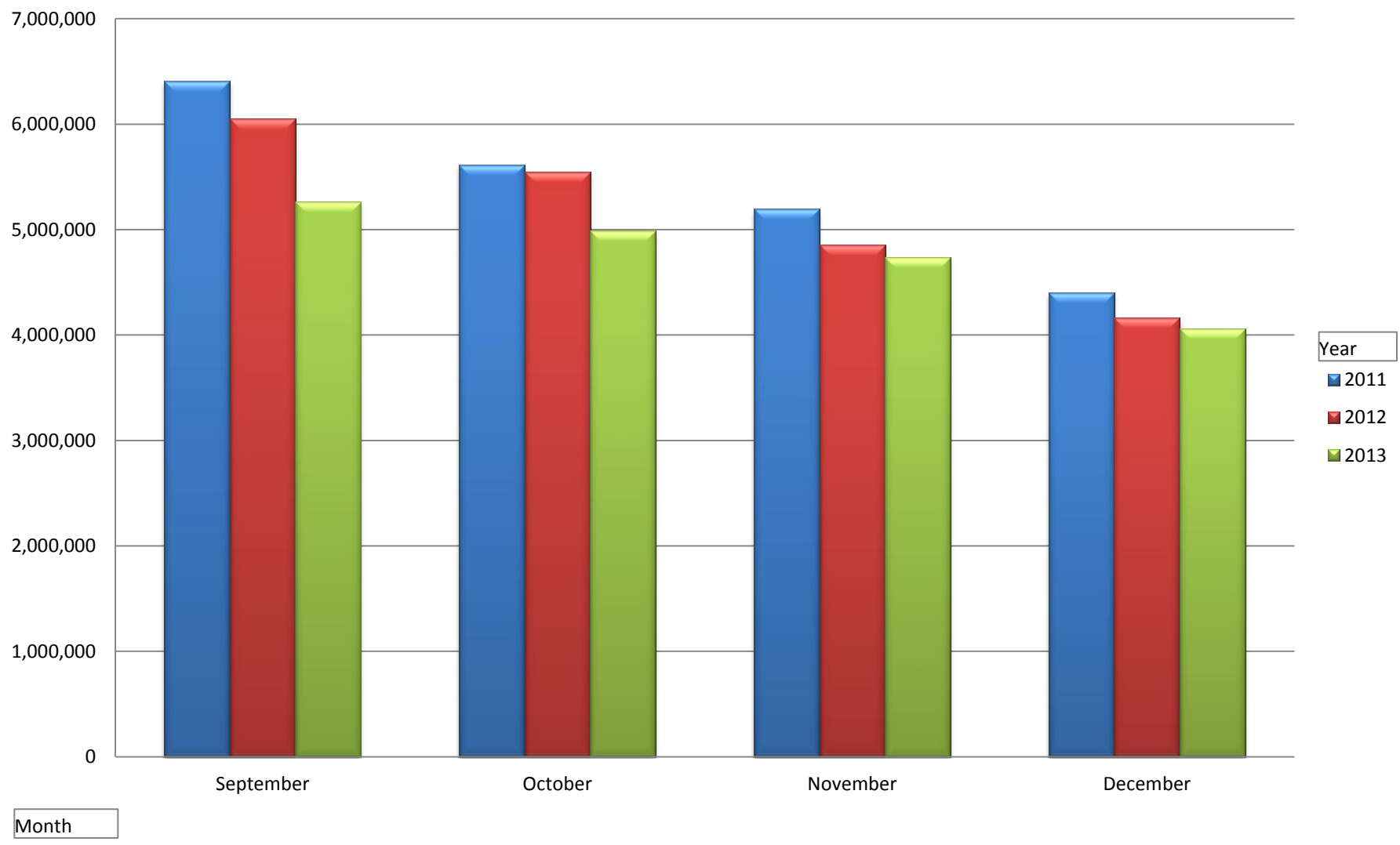
In this quarter snapshot the District realized a decrease of 1,801,695 Kwh from the previous year. From the year 2011, we realized a decrease of 2,821,323 Kwh. The baseline does not include Adolphus Elementary, Ryon Middle School, and Satellite Transportation. The two schools are under construction and Satellite Transportation is in its first year of operation. The Kwh use of Satellite Transportation in 2012 reflects usage during its construction. The three locations accounted for 249,690 Kwh.

The District is seeing a continual decrease in Kwh. Full implementation of the Administrative Regulation for Energy Management began at the start of the school year. This includes standard temperature set points across the District, schools choosing a one night of the week where no activities were to be scheduled. In addition, the lighting retro-fits for the District have been completed; the chillers at Smith Elementary and Bowie Elementary have been installed, and portable building classrooms were put on the energy management system.

We are walking District locations at different times of the day during the week and on weekends to monitor our building usage, temperature trends, run-times, lighting, water, and natural gas to insure that it is operating as scheduled.

Resource Person: J. Kevin McKeever, Administrator for Operations

Lamar CISD - September - December 2011, 2012, 2013 School Year



204

Use

Month

Year
2011
2012
2013

**Lamar CISD
Quarterly Snapshot - Kwh Usage**

Use	Year		
Month	2011	2012	2013
September	6,409,281	6,056,432	5,268,394
October	5,617,663	5,544,708	4,990,239
November	5,195,855	4,854,345	4,736,584
December	4,402,745	4,161,567	4,058,694
Total Kwh	21,625,544	20,617,052	19,053,911
Adolphus Elemetary			28,066
Ryon Middle School			24,248
Satellite Transportation		11,136	197,376
		11,136	249,690
		20,617,052	19,053,911
		-11,136	-249,690
Base Line	21,625,544	20,605,916	18,804,221

**Lamar CISD
Electrical Kwh Usage
September - December 2011, 2012, 2013**

Total Use	Year		
Building	2011	2012	2013
1621 Place	23,825	23,591	19,595
Alternative Learning Center	148,896	129,174	116,256
Austin Elementary	278,400	264,576	235,584
Beasley Elementary	235,776	247,296	238,080
Bowie Elementary	340,800	347,904	302,904
Briscoe Junior High	1,487,040	1,420,989	1,097,815
Campbell Elementary	438,223	469,391	429,899
Dickinson Elementary	490,176	353,376	328,032
Foster High School	1,289,016	1,220,581	1,094,158
Frost Elementary	522,560	510,422	445,735
Huggins Elementary	432,774	381,551	412,262
Jackson Elementary	376,192	361,664	338,927
Lamar High School	3,649,886	3,529,731	3,271,303
Meyer Elementary	379,567	342,221	329,997
Navarro Middle School	378,048	324,480	324,288
Pink Elementary	448,696	440,495	370,658
Seguin Elementary	234,793	255,757	254,073
Smith Elementary	398,016	321,600	201,216
Taylor Ray Elementary	415,008	405,216	368,352
Terry High School	1,517,302	1,236,433	935,578
Travis Elementary	431,616	435,456	391,296
Williams Elementary	419,328	391,296	384,384
Lamar Junior High	0	0	0
Natatorium	153,260	121,215	109,991
Brazos Crossing	269,568	264,384	235,776
Hutchinson Elementary	525,273	468,142	456,560
George Ranch High School	1,725,909	1,668,115	1,574,939
Hubenak Elementary	355,392	357,888	334,656
Thomas Elementary	396,480	366,144	379,392
Jane Long Elementary	513,196	557,209	554,878
George Junior High	909,576	864,566	832,921
Wessendorff Middle School	297,258	409,714	354,493
Band Road	48,064	45,470	60,534
Terry High School - Field House	146,304	132,864	172,992
Velasquez Elementary	430,456	415,343	402,056
McNeil Elementary	495,219	474,547	471,353
Wertheimer Middle	365,760	363,840	349,440
Staff Development Center	18,760	34,040	30,800
Reading Junior High	541,442	532,680	481,602
Powell Point	97,689	116,555	111,446
Satellite Transportation		11,136	197,376
Ryon Junior High			24,248
Adolphus Elementary			28,066
Total Kwh	21,625,544	20,617,052	19,053,911

INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS

Below is a list of invoices that have been approved for payment.

Bass Construction (Natatorium Reno Phase II)	Application # 5	\$	20,619.93
Beynon Sports Surfaces, Inc. (Foster HS Track)	Application # 2	\$	11,732.50
Engineered Air Balance (Natatorium Reno Phase II)	Application # 3	\$	978.00
Gilbane (Available Funds Projects) (2006 Bond Program)	Application # 4	\$	210,381.00
Gilbane (2006 Bond Program)	Application # 36	\$	7,389.50
Hartfiel Architecture (Lamar HS)	Application # 1	\$	2,632.50
Hartfiel Architecture (Lamar JHS)	Application # 1	\$	1,755.00
Jerdon Enterprise (Transportation Satellite Center)	Application # 1	\$	82,380.20
Jerdon Enterprise (Transportation Satellite Center)	Application # 2	\$	127,537.50
Jerdon Enterprise (Transportation Satellite Center)	Application # 3	\$	85,439.20
Liberty Mutual Surety Co. (Natatorium)	Application # 8	\$	55,109.50
PBK Architects (Long Meadow Farms Elem #22)	Application # 7	\$	30,291.27
PBK Architects (Natatorium – Phase II)	Application # 8	\$	88.20

PBK Architects (Polly Ryon Middle)	Application # 6	\$	49,484.00
PBK Architects (Transportation Satellite)	Application # 3	\$	1,180.95
Pepper-Lawson Construction (Transportation Satellite)	Application # 14	\$	192,612.06
Terracon (Trans Satellite Center – Secondary Access)	Application # 3	\$	6,851.00

Resource person: Kevin McKeever, Administrator for Operations

INFORMATION ITEM: REGION 4 – MAINTENANCE AND OPERATIONS

This agenda item will be on the Board Agenda each month to provide updates on Region 4's progress with Maintenance and Operations. The following indicates action that has taken place since the last regular board meeting.

Work Request Summary for January, 2013:

- The Department completed 1,249 requests with 100 new requests
- 38 were closed

Maintenance:

The Maintenance Department assisted by:

- Mounting side goals in the gym at Meyer Elementary
- Washing the front entrance at McNeill Elementary
- Repainting the lower wall by the cafeteria and installing corner guards at McNeill Elementary
- Replacing a paper towel dispenser in a restroom at Williams Elementary
- Re-gluing the covering on a divider door between the gym and cafeteria at Thomas Elementary
- Installing a new pencil sharpener in classroom 414 at Beasley Elementary
- Replacing seven broken bleacher panels in the gym at Briscoe Junior High
- Moving a welding booth at Lamar High Vocational
- Installing a new keyboard tray at Brazos Crossing
- Hanging a picture at Brazos Crossing
- Hanging a sign in the cafeteria at Huggins Elementary
- Repainting and installing four new tires on a rolling cabinet at Maintenance
- Repainting the door and frame to the service yard at Campbell Elementary
- Repainting the window wall in the hallway by the gym at Campbell Elementary
- Cleaning out the gutter in front of the building at the Development Center
- Replacing missing roof shingles at the Administration Annex
- Assembling four tables at Jackson Elementary
- Re-attaching ceramic wall tile in the kindergarten area at Dickinson Elementary
- Repairing a leak in the domestic water piping system at Lamar Junior High
- Repairing the dish machine at Wertheimer Middle
- Repairing exit signs at Hutchison Elementary
- Operating the audio/lights at an event in the auditorium at George Ranch High
- Adjusting the intercom bell tone at Reading Junior High
- Repairing locks on filing cabinets at Lamar High
- Repairing the fire alarm system trouble at George Junior High
- Replacing the fire alarm system backup batteries at Alternative Learning Center
- Replacing glass in two windows at Alternative Learning Center
- Repairing the dish machine at Lamar Junior High
- Repairing the kitchen domestic boiler at Thomas Elementary

- Replacing the electric cord on the milk box at Frost Elementary
- Responding to a call after-hours for a water leak at the Administration Annex
- Reprogramming the bell schedule at Travis Elementary
- Reprogramming the bell schedule at Reading Junior High
- Repairing lockers in girls dressing area at Navarro Middle
- Repairing the fire alarm system dialer at George Ranch High
- Repairing a smoke detector at Travis Elementary
- Adding caulking to the north and south side of the auditorium windows at Terry High
- Repairing the crack in the concrete at the Administration Annex
- Repairing three blinds in room A-9 at Bowie Elementary
- Spraying the north wall on all portables with Clorox for mildew at Huggins Elementary
- Cleaning the gutters in the back of the school at Seguin Early Childhood Center
- Repairing broken floor tile at Seguin Elementary
- Touching up the paint on a wall in the gym at Hutchison Elementary
- Installing two door stops at Ag Barn
- Changing a ballast at Bowie Elementary
- Repairing two light fixtures in the kitchen at Beasley Elementary
- Installing four new signs on the metal fence at Jane Long Elementary
- Re-caulking all windows at the Transportation Center
- Laminating two tables at Briscoe Junior High
- Re-caulking the dish return window and dish table at Beasley Elementary
- Repairing the duct fresh air screen on the roof at Beasley Elementary
- Resetting ceiling tiles in the gym at Hutchinson Elementary
- Changing a ballast in a restroom in the kindergarten area at Hutchinson Elementary
- Re-gluing vinyl and cove base in the hallway at Hubenak Elementary
- Repairing two keyboard trays at Hubenak Elementary
- Cleaning the light lens covers under the canopy at Frost Elementary
- Replacing the GFCI cover on an outlet at Foster High
- Replacing ceiling tiles at George Ranch High
- Repairing a keyboard tray in the office area at Frost Elementary
- Replacing a broken mirror in the boys basketball locker room at Terry High
- Replacing ice machine water filters district-wide
- Repairing the hot water heater in the kitchen at Taylor Ray Elementary
- Repairing the hot water heater in the kitchen at Lamar Junior High
- Replacing a light wall pack at Campbell Elementary
- Reprogramming the bell schedule at Reading Junior High
- Repairing the intercom system at Jackson Elementary
- Repairing a roll-up gate at McNeill Elementary
- Repairing the fire alarm system at Travis Elementary
- Repairing fire alarm system at Smith Elementary
- Replacing window trim at Jane Long Elementary

Custodial, Integrated Pest Control and Lawn Works:

The Operations Department assisted by:

- Removing trash from the grounds area, washing off the bus ramp, and high dusting in the cafeteria/gym at Dickinson Elementary
- Removing Christmas items, repairing a leg on desk, setting up in the gym for a spelling contest, using the micromatic on the gym floors, setting up 100 chairs in the gym for a program, and moving chairs and desks at Hutchison Elementary
- Removing a table, book shelf, and rocking chair, delivering boxes of copy paper to the office, replacing lights in a classroom, delivering chairs and lowering tables, and sweeping the front entry of the school at Seguin Early Childhood Center
- Replacing lights in the office area, using the micromatic on all hall floors, delivering books and paper to the recycle bin, and delivering boxes to storage at Velasquez Elementary
- Setting up for a staff development, setting up the cafeteria for winter guard practice, setting up tables and microphones in the auditorium for Senior Grad meeting, and opening up on Saturday for Lady Ranger Alumni Basketball at Terry High
- Replacing lights in portables and in the office area at Campbell Elementary
- Sweeping leaves from the bus porch area, adding paper towels and soap in the clinic, and cleaning up urine from the 1st grade boys restroom at Travis Elementary
- Opening the auditorium for a staff meeting, removing a mouse trap from a classroom, delivering a cafeteria table to the foyer for T-shirt sales, replacing lights in the hallways, and replacing three tissue dispensers at Lamar High
- Setting up for the schools spelling contest, submitting work requests (custodial side), setting up two lunch tables/chairs in front of the gym for basketball games, removing rolling gates, and setting up the cafeteria for breakfast at Briscoe Junior High
- Cleaning the front entry windows, restocking the custodial supplies, assisting in recycling, and removing trash from the grounds at Wessendorff Middle
- Checking classrooms for water leaks, delivering three student desks to room B5, delivering 20 chairs to the science room, disinfecting 32 desk in F6, and sweeping the front entrance at Pink Elementary
- Moving file cabinets, cleaning up a food spill in room A120, replacing the paper towel dispenser in the boys restroom, setting up for the Balfour Ring Company in the cafeteria, sweeping up broken glass in attendance office, and replacing lamps throughout at Lamar High
- Cleaning entry windows, removing trash from the grounds, and adding information to the marquee at Jackson Elementary
- Rearranging room 215C, delivering 12 tables from storage to the boardroom, and delivering recycle items to the bins at Brazos Crossing
- Sweeping all entries, removing trash from the bus porch area, removing leaves from the gym area, and dumping all big outside trash cans at Travis Elementary

- Cleaning vomit from cafeteria floor, removing feces from the 5th grade boys restroom, and mopping up a spill at Taylor Ray Elementary
- Setting up tables and chairs for a basketball game, setting up for the cheerleader tryouts in the main gym, sweeping leaves, and repairing two locks on cabinets at Briscoe Junior High
- Moving three tables from the science labs to art room, moving a couch from a teacher's lounge to room G3, and moving two tables from the science lab to teacher's lounge at Pink Elementary
- Shampooing areas of the carpet, replacing lamps in the office area, moving tables to the storage area, using the micromatic on all hallway floors, and putting ice in the ice chests for a 3rd grade field trip at Velasquez Elementary
- Vacuuming the front entry mats, cleaning the front entry windows, removing empty boxes from the science lab, cleaning up feces from the 1st grade girls restroom, removing stains from the cafeteria wall, and dusting the air vents in the office area at McNeill Elementary
- Replacing paper towels in the staff lounge, cleaning urine in the restrooms, using the micromatic on the cafeteria floor, moving furniture throughout the school, and removing coffee stains at Hutchison Elementary
- Removing trash from the grounds area, removing trash from the cafeteria, restocking supplies in the custodial room, assisting the Assistant Principal with a DVD setup, and repairing the paper towel dispenser in nurse's office at Wessendorff Middle
- Sweeping front entrance and the bus porch, cleaning up vomit, adding soap to dispensers, and putting the popcorn machine in storage at Travis Elementary
- Mowing rye grass on all athletic fields and mowing at Brazos Crossing
- Moving five risers from Seguin Elementary to Smith Elementary
- Delivering tables to Navarro Middle
- Mowing grass in shot put areas at George Ranch High
- Delivering tables and chairs to Travis Elementary
- Delivering tables to Campbell Elementary
- Moving wrestling mats around the district
- Cutting lines on the baseball and softball fields
- Repairing ruts in driveways from school busses
- Setting up jumping mats at the High Schools
- Providing ant control at Campbell, Pink, and Frost
- Providing roach control at Brazos Crossing
- Providing rodent control at Lamar High, Thomas, and the Natatorium
- Removing wasps at Beasley Elementary
- Assisting in scheduling Gillen's Pest Control services at: Jane Long, Jackson, Alternative Learning Center, Brazos Crossing, Distribution, Maintenance, Transportation, Pink, Seguin, Austin, and Special Needs Center

Resources: Kevin McKeever, Administrator of Operations
 Aaron Morgan, Interim Director of Maintenance & Operations (Region 4)
 Jeff Kimble, Assistant Director of Operations
 James Carrillo, Assistant Director (Region 4)

February 2013

2006 Bond Program Projects



Transportation Satellite

Transportation Satellite Facility

- Projected close-out for the Satellite Transportation is March 2013.

Transportation Satellite Secondary Drive

- Environmental study continues, with an anticipated completion of April 01, 2013.

2011 Bond Program Projects



Agricultural Barn Renovations

Agricultural Barn Renovations

- Project is substantially complete.
- Contractor is working on punch list items



GRHS Build-Out

George Ranch High School Build-Out

- Project is complete.

Judge James C. Adolphus Elementary



Judge James C. Adolphus ES



Judge James C. Adolphus ES

- Exterior brick and stone is 99% completed.
- Fire sprinkler piping is complete in all areas.
- Installation of ductwork continues in areas A, C, D, and E.
- Air handler units have been placed on equipment pads and mechanical piping continues.
- Wall rough-in is complete.
- Glazer has all the window frames installed.
- Glazer has 99% of glass installed.
- Light gauge framing is complete.
- Insulation has been installed.
- Drywall double siding continues in Areas A, B, C, and D.
- Ceiling grid is being installed in areas A, B, C, and D.
- Cabling for data and camera systems is being installed in all areas.
- Drywall finishing is 75% complete.
- Painting subcontractor has started priming drywall.
- Hollow metal door frames are complete in areas A, C, D, and E.
- Classroom casework has been delivered.
- On February 6, 2013 the team met with The new Principal, Director of Purchasing, and support on-site to discuss FF & E.
- Center Point has connected permanent power.
- Electrician has completed terminations of electrical equipment, inclusive of AHU's, chillers, panel boards, etc.
- HVAC will begin February 18, 2013.
- Permanent water installation is in progress.
- Support columns for walkway canopies are being installed at bus drop off and special needs area.
- Final grading continues around perimeter of site.

Miscellaneous Renovations to Terry HS, Lamar HS, George JHS, Jackson ES & Bowie ES

- Coordination meetings have been held with principals at all schools to discuss scope of work.
- Exterior additions are planned for Terry High School and Jackson Elementary.
- Coordination meetings have been held with District CTE staff to discuss CTE renovations at Lamar CHS, George JHS and Terry HS.
- Design Development was approved by the LCISD board January 17, 2013.
- Preliminary Geotechnical borings have been done.
- Construction documents have been released and bids will be received March 5, 2013.

New Natatorium

- The team met on February 7, 2013 to finalize discussions related to the design.
- Terracon provided a cost proposal to perform borings for soil samples, this proposal will be presented at the February Board meeting for approval.

Polly Ryon Middle School



Polly Ryon Middle School



Polly Ryon Middle School

- Concrete curbs have been installed on 90% of the paved areas.
- Final TxDOT approval has been received for traffic signal design and bid documents are being prepared.
- Chilled water piping is complete.
- MEP hangers are complete in all areas.
- Fire sprinkler piping is complete in all areas.
- Installation of ductwork is 95% complete in areas A & B and approximately 90% in C & D.
- Gym and cafeteria CMU walls are complete.
- Limestone is complete in all areas except main entry.
- Metal wall panels are complete with minor finishing in progress.
- CMU “Main Street” walls are complete.
- Concrete parking lot islands are 90% complete.
- Windows and frames are installed in areas A & B.
- Wall panels and roof sheets are installed on dormers.
- Cabling for data and camera systems is being installed in all areas.
- Steel for barrier free lift has been installed.
- Sidewalks are 60% complete.
- Library fur-downs are complete, cafeteria and stage fur-downs are in progress.
- Wood trusses are complete along ‘Main Street’ corridor.
- Drywall double siding is complete in areas A & B.
- Tape & float is complete in areas A & B.
- Wall primer has started in areas A & B.
- Ceiling grid is being installed in areas A & B.
- Rolling grilles have been installed in corridors in areas A & B.
- Switchgear installation is complete.
- The site has received permanent power.
- HVAC startup will begin February 18, 2013 in areas A & B.
- Dedicated circuit outlets are being installed in areas A & B.
- Testing of air handlers and pumps is in progress.

Traylor Stadium

- On January 18, 2013 the design team and four football coaches visited various campuses and reviewed playing and track surfaces.
- Proposals were received January 31, 2013.
- February 7, 2013 the team met to discuss and complete the “scoring matrix” to make the final recommendation of a vendor, this will be presented at the February Board meeting.

Baseball Field

- Design development plans will be presented at the February Board meeting for a new softball complex to be added to the new baseball complex.

Bond Program Budget

EXECUTIVE REPORT				
	BUDGET	COMMITTED	UNCOMMITTED	PAID
NEW FACILITIES	\$51,095,099	\$28,205,397	\$22,889,702	\$15,944,275
LAND	\$2,700,000	\$11,200	\$2,688,800	\$11,200
TECHNOLOGY	\$21,168,000	\$0	\$21,168,000	\$0
TRANSPORTATION	\$6,100,779	\$0	\$6,100,779	\$0
EXISTING FACILITIES	\$23,791,755	\$3,451,493	\$20,340,263	\$1,825,533
MISCELLANEOUS	\$5,144,367	\$0	\$5,144,367	\$0
TOTAL	\$110,000,000	\$31,668,090	\$78,331,911	\$17,781,008

**INFORMATION ITEM: MEMORANDUM OF UNDERSTANDING
WITH FOSHAN CITY - CHANCHENG DISTRICT**

Lamar Consolidated Independent School District is entering into a MOU with The Chancheng District Bureau of Education Foshan City of the People's Republic of China on the development of friendly cooperation and sister district/school relationship. The MOU will strengthen the communication and cooperation of the following fields:

- Student Exchanges
- Summer Camp
- Teacher Exchanges
- Sports, Choir, or Cultural Exchanges
- Other areas on which both parties agree

The Bureau of Education will be visiting Lamar CISD, Fort Bend ISD, Wharton County Junior College, and University of Houston schools in March. The MOU will be formally signed during the visit. Fort Bend County has signed a sister city agreement and education is one part of that agreement.

Resource Person: Dr. Thomas Randle, Superintendent



MEMORANDUM BETWEEN LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT OF THE FORT BEND COUNTY OF TEXAS OF THE UNITED STATES OF AMERICA AND THE CHANCHENG DISTRICT BUREAU OF EDUCATION FOSHAN CITY OF THE PEOPLE'S REPUBLIC OF CHINA ON THE DEVELOPMENT OF FRIENDLY COOPERATION

Lamar Consolidated Independent School District of Fort Bend County of Texas of the United States of America and Chancheng District Bureau of Education Foshan City of the People's Republic of China, acting in accordance with the principle of the Joint Communiqué on the Establishment of Diplomatic Relations between the United States of America and the People's Republic of China, wishing to enhance mutual understanding and friendship, and consolidate and develop friendly cooperation, have reached agreement, through friendly consultation, on strengthening the communication and cooperation of the following fields:

- Student Exchanges
- Summer Camp
- Teacher Exchanges
- Sports, Choir, or other cultural exchanges
- Other areas on which both parties agree

Regular contact shall be maintained between the leaders and relevant departments of the two sides to facilitate consultation on the exchanges and cooperation as well as matters of common concern.

This memorandum, signed on March 17, 2013 in Fort Bend County of Texas of the United States of America, is done in duplicate in the Chinese and English languages, both texts being equally authentic, and shall come into force from the date of signature.

Superintendent
Lamar Consolidated Independent
School District
Fort Bend County
Texas
United States of America

Director, Bureau of Education
Deputy Chief Executive
Chancheng District People's
Government
Foshan Municipality
People's Republic of China

Dr. Thomas Randle

Mr. Lu Zhihua



MEMORANDUM BETWEEN (name of school) LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT OF THE FORT BEND COUNTY OF TEXAS OF THE UNITED STATES OF AMERICA AND (name of school) THE CHANCHENG DISTRICT BUREAU OF EDUCATION FOSHAN CITY OF THE PEOPLE’S REPUBLIC OF CHINA ON THE DEVELOPMENT OF FRIENDLY COOPERATION AND SISTER SCHOOL RELATIONSHIP.

(name of school) Lamar Consolidated Independent School District of Fort Bend County of Texas of the United States of America and (name of school) Chancheng District Bureau of Education Foshan City of the People’s Republic of China, acting in accordance with the principle of the Joint Communique on the Establishment of Diplomatic Relations between the United States of America and the People’s Republic of China, wishing to enhance mutual understanding and friendship, and consolidate and develop friendly cooperation, have reached agreement, through friendly consultation, on strengthening the communication and cooperation of the following fields:

- Student Exchanges
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Principal, (name of school)
Lamar Consolidated Independent
School District
Fort Bend County
Texas
United States of America

Principal, (name of school)
Chancheng District People’s
Government
Foshan Municipality
People’s Republic of China

