



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

**AGENDA**

1. Call to order and establishment of a quorum
2. Opening of meeting
3. Recognitions/awards
  - A. All State Band/Choir
4. Audience to patrons
5. Approval of minutes
  - A. February 19, 2013 - Special Meeting (Workshop) 6
  - B. February 21, 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. **ACTION ITEMS**
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    1. Consider approval of 2013-2014 Employee Report/End Date Table 20
    2. Consider approval of new PDAS appraisers for teaching staff, 2012-2013 school year 25
  - B. **Goal: Planning**
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    2. Consider ratification of Financial and Investment Reports 33
    3. Consider approval of budget amendment requests 37
    4. Consider approval of resolution and interlocal agreement with the School Purchasing Alliance 39
    5. Consider approval of purchase of projector bulbs 52
    6. Consider approval of resolutions proclaiming:
      - a. Educational Administrative Professionals' Week 55
      - b. Librarians' Week 57
      - c. Volunteer Appreciation Week 59
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11. Discussion and action on request for the historic site exemption qualification for the Simonton School	137
12. Consider approval of revised election order and notice	143
13. Consider approval of CSP #08-2013 for the renovations to Bowie Elementary, Jackson Elementary, George Junior High, Lamar Consolidated High, and Terry High schools	148
14. Consider approval of HVAC testing and balance consultant services for the Terry High, George Junior High, and Jackson Elementary School renovation projects	151
15. Consider approval of final payment for the secondary access drive project	153
16. Consider approval of asbestos abatement consulting services for the following:	
a. George Junior High School	155
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a. George Junior High School	165
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1. Consider approval of out-of-state trip requests, including, but not limited to:	
a. Foster High School CTE DECA	173
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- 2. Payments for Construction Projects 192
- 3. Region 4 Maintenance and Operations Update 194
- 4. Bond Update 198

**10. CLOSED SESSION**

- A. Adjournment to closed session pursuant to Texas Government Code Sections 551.071, 551.072, 551.074, and 551.082, the Open Meetings Act, for the following purposes: (Time \_\_\_\_\_)
  - 1. Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee. 202
    - a. Approval of personnel recommendations or employment of professional personnel
    - b. Employment of professional personnel (Information) 203
    - c. Employee resignations and retirements 204
    - d. Consider extension of administrative contracts 205
  - 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

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 March 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 19<sup>th</sup> day of February 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
Frank Torres	Member
Rhonda Zacharias	Member

**Others Present:**

Thomas Randle	Superintendent
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 February 21<sup>st</sup> Regular Board Meeting Agenda Items**

**ACTION ITEMS**

Ms. Thompson arrived at 6:31 p.m.

**9. A GOAL: PLANNING**

**9. A-8 Discussion of Request for the Historic Site Exemption Qualification for the Simonton School**

Superintendent Randle mentioned that Osborne Photography occupies the facilities. The Board can grant or not grant a tax exemption.

**9. A-11 Consider Approval of Irrigation Services and Materials**

Ms. Mendoza questioned who the non-bidder was because it was not listed on the bidder summary page. Dr. Randle said he would get that information to her.

**9. B GOAL: TECHNOLOGY**

**9. B-4 Consider Approval of Contracted Services for District Information Technology Skyward Project**

Ms. Mendoza questioned which two campuses are not included in the project. Mr. Jacobson stated that some special campuses do not have to be converted and it should include the two additional campuses next year, but he will double check to be sure that it is correct. Mr. Jacobson brought information back stating that we have 32 accountability campuses now and we will have 34 with Adolphus and Polly Ryon Middle School next year.

Mr. Hopkins questioned if the technology committee has looked at this and agrees with all of it. Ms. Zacharias said that the committee has been reviewing it.

**10. INFORMATION ITEMS**

**10. A GOAL: PLANNING**

**10. A-9 Memorandum of Understanding with Foshan City – Chancheng District**

Dr. Randle stated that typically we don't do memorandums of understanding for other districts to visit our schools, but the Chancheng District requires a formal agreement.

**9. ACTION ITEMS**

**9. A GOAL: PLANNING**

**9. A-9 Consider Approval for Expansion of LEAP: Lamar Educational Adventure Program**

In December a formal Board presentation was given regarding all aspects of the program for the last six months. Michelle Amos, Program Coordinator for LEAP, gave an update of the program for the last couple of months. Phase 2 of LEAP will consist

of seven (7) additional campuses: Adolphus, Campbell, Dickinson, Frost, Hutchison, Velasquez and Williams in addition to the current campuses, totaling eleven (11) campuses next year. Considering projected revenue and projected expenditures for next year, the district should net about \$264,000.

**9. A-14 Consider Approval of Design Development for the New Lamar Consolidated High School Softball Field**

PBK Architects presented the design development for the new Lamar Consolidated High School softball field. Design development booklets were provided under separate cover.

**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 Campus Coordinator at Foster High School
  - e. Consider employment of Principal at Velasquez Elementary School
  - f. Consider employment of Principal at Williams Elementary School
  - g. Superintendent's Evaluation and Contract
2. Section 551.072 – For the purpose of discussing the purchase, exchange, lease or value of real property
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

The Board adjourned to Closed Session at 7:32 p.m. for the purposes listed above.

**RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION**

The Board reconvened in Open Session at 8:13 p.m.

No action taken.

**ADJOURNMENT**

The meeting adjourned at 8:14 p.m.



**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

**Signed:**

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**Michael Richard**  
**President of the Board of Trustees**

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**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 21<sup>st</sup> day of February 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 7:00 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**

None

**4. AUDIENCE TO PATRONS**

Suzanne Mangel addressed the Board regarding concerns on the construction of the new natatorium.

Kathryn Kaminski, representing Gingerbread House Daycare, presented information as a rebuttal to the report furnished to the Board by LEAP at the December Board meeting.

Cindy Gifford, representing Tiny Steps Educational Center, reported discrepancies in the report furnished by LEAP at the December Board meeting and recommended that the Board vote “no” tonight to Phase 2 and 3.

**5. APPROVAL OF MINUTES OF JANUARY 15, 2013 SPECIAL MEETING (WORKSHOP) AND JANUARY 17, 2013 REGULAR BOARD MEETING**

It was moved by Ms. Zacharias and seconded by Ms. Thompson that the Board of Trustees approve the minutes of the January 15, 2013 Special Meeting (Workshop) and Regular Meeting of January 17, 2013. The motion carried unanimously.

**6. BOARD MEMBER REPORTS**

**□ Meetings and Events**

Ms. Zacharias reported the Technology Committee met and discussed issues that will be voted on tonight. The technology team has created an Algebra I Quiz Bowl which is a collaboration between the math department and technology services and will be utilizing the Distance Learning equipment to implement a district-wide math quiz bowl. This will be between four of the schools and will take place at each school and the Board will be able to login online. There will be a trophy awarded and will occur annually. Ms. Zacharias has tickets for all the Board members. It will be held on Friday, March 8<sup>th</sup> at 9:00 a.m. and 2:00 p.m. at Terry, Foster, Lamar and George Ranch High Schools.

**7. SUPERINTENDENT REPORTS**

**□ Meetings and Events**

**□ Information for Immediate Attention**

**□ Introductions**

Dr. Bowen introduced Matt Antignolo, Director of Food Service.

**8. PUBLIC HEARING – LCISD ACCOUNTABILITY PERFORMANCE REPORT 2011—2012**

President Richard opened the meeting to the public at 7:26 p.m. Mr. Brian Moore gave a presentation on the LCISD Accountability Performance Report for 2011—2012. There being no discussion, the hearing was closed to the public at 7:29 p.m.

**ACTION ITEMS FOR CONSENT OF APPROVAL: 9.A-1 – 9.A-7, 9.A-10, 9.A-12, 9.A-15 – 9.A-16, 9.B-1 – 9.B-6, and 9.C-1**

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

**9. A GOAL: PLANNING**

**9. A-1 Approval of Election Order and Notice**

approved 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. (See inserted pages 3-A—3-E.)

**9. A-2 Set Date for Special Board Meeting regarding May 11, 2013 Trustees Election**

scheduled a special meeting of the Board of Trustees on Tuesday, May 21, 2013 at 6:30 p.m. to:

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

**9. A-3 Consider Contracting for Election Services with Fort Bend County**

authorized 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. (See inserted pages 3-F—3-LL.)

**9. A-4 Consider Ratification of Financial and Investment Reports**

ratified the financial and investment reports as presented.

**9. A-5 Approval of Budget Amendment Requests**

approved budget amendment requests as presented. (See inserted page 3-MM.)

**9. A-6 Approval of Resolutions proclaiming:**

**a. Diagnostician’s Week**

approved the attached resolution proclaiming March 4—8, 2013 as “Diagnosticians Week” in Texas and in the Lamar Consolidated Independent School District. (See inserted page 3-NN.)

**b. Texas Public Schools Week**

approved the attached resolution proclaiming the week of March 4 – 8, 2013 as “Texas Public Schools Week” in the Lamar Consolidated Independent School District. (See inserted page 4-A.)

**9. A-7 Approval of Donations to the District, including, but not limited to:**

- a. 1621 Place**
- b. Hubenak Elementary School**
- c. Reading Junior High School**
- d. Wertheimer Middle School**

approved donations to the district.

**9. A-10 Approval of Purchase of Band Uniforms for Lamar Consolidated High School**

awarded the contract for the design and construction of band uniforms for Lamar Consolidated High School to Stanbury Uniforms.

**9. A-12 Approval of Extension of the Current Annual Contract for Local Food and Catering Services**

approved an extension of the current annual contract for local food and catering services through June 30, 2013.

**9. A-15 Approval of Geotechnical Services for the Design of the New District Natatorium Project**

approved Terracon for geotechnical engineering services for the design of the new district Natatorium projects, not to exceed \$7,300.

**9. A-16 Approval of Proposal for the Traylor Stadium Track and Turf Replacement**

approved FieldTurf to replace the track and turf at Traylor Stadium in the amount of \$732,577.

**9. B GOAL: TECHNOLOGY**

**9. B -1 Approval of Contracted Services for Technology Strategic Planning**

approved a contract with Education Partners Solution, Inc. (EPS) for professional services relating to Technology Strategic Planning. (See inserted pages 4-B—4-G.)

**9. B-2 Consider Negotiation Authorization of Request for Proposal #05-2013 Internet Access**

authorized the superintendent to negotiate contracts to purchase internet access services.

**9. B-3**            **Consider Negotiation Authorization of Request for Proposal #06-2013 Enterprise Mail**

authorized the superintendent to negotiate contracts to purchase web hosted email services.

**9. B-4**            **Approval of Contracted Services for District Information Technology Skyward Project**

approved Go IT Services, Inc. for professional services for Project Management, Business/Data Analysis, and application development for district Information Technology projects, and authorized the superintendent to amend contracts and budgets for services. (See inserted pages 5-A—5-D.)

**9. B-5**            **Approval of Contracted Services for District Information Technology Go IT Projects**

approved 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 authorized the superintendent to amend contracts and budgets for services.

**9. B-6**            **Consider Negotiation Authorization of E-Rate 470:530400001100216 eLocker**

authorized the superintendent to negotiate contracts to purchase web hosted eLocker services.

**9. C**    **GOAL:            PERSONNEL**

**9. C-1**            **Approval of New PDAS Appraisers for Teaching Staff, 2012—2013 School Year**

approved the 2012—2013 Professional Development Appraisal System (PDAS) appraiser(s) who have recently become certified or are new to Lamar Consolidated Independent School District.

**10.    INFORMATION ITEMS**

**10. A**    **GOAL:            PLANNING**

**10. A-3**            **Demographic Update**

Population and Survey Analysts (PASA), Dr. Pat Guseman and Dr. Stacey Tempera, presented the spring update and answered questions related to the study.

**RECESS**

The Board recessed briefly.

**9.    ACTION ITEMS**

**9. A**    **GOAL:            PLANNING**

**9. A-8**            **Discussion of Request for the Historic Site Exemption Qualification for the Simonton School**

It was moved by Mr. Hakimzadeh and seconded by Mr. Richard that the Board of Trustees table this item until the form is filled out correctly. The motion carried unanimously.

**9. A-9**            **Approval for Expansion of LEAP: Lamar Educational Adventure Program**

It was moved by Ms. Mendoza and seconded by Ms. Thompson that the Board of Trustees table this item to reconcile the differences. The motion carried unanimously.

**9. A-11**           **Approval of Irrigation Services and Materials**

It was moved by Mr. Hakimzadeh and seconded by Mr. Hopkins that the Board of Trustees approve Enchanted Landscapes as the vendor for irrigation services and materials. The motion carried unanimously.

**9. A-13**           **Approval of Maintenance and Operation Services and Materials**

It was moved by Ms. Thompson and seconded by Mr. Torres 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.

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.

**9. A-14**           **Approval of Design Development for the New Lamar Consolidated High School Softball Field**

It was moved by Mr. Hakimzadeh that the Board of Trustees postpone agenda item #14 until agenda item #17 can be discussed. Due to the lack of a second, the motion failed.

It was moved by Ms. Mendoza and seconded by Mr. Torres that the Board of Trustees approve the design development for the new Lamar Consolidated High School softball field.

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

Voting in opposition: Mr. Hakimzadeh

The motion carried.

**9. A-17**            **Approval of Design Development for the New District Natatorium**

It was moved by Mr. Hakimzadeh and seconded by Mr. Hopkins that the Board of Trustees approve the design development for the new district natatorium based on the basis that it is a 50-meter pool, not a 40-meter pool.

Voting in favor of the motion: Mr. Hakimzadeh, Ms. Thompson

Voting in opposition: Ms. Mendoza, Mr. Hopkins, Mr. Torres, Ms. Zacharias, Mr. Richard

The motion failed.

It was moved by Mr. Hopkins and seconded by Mr. Torres that the Board of Trustees approve the design development for the new district natatorium.

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

Voting in opposition: Mr. Hakimzadeh, Ms. Thomspson

The motion carried.

**9. A-18**            **Approval of Change Order #2 for the Secondary Access Drive at the Satellite Transportation Center**

It was moved by Ms. Thompson and seconded by Ms. Mendoza that the Board of Trustees approve change order #2 in the amount of \$6,718.25 to the contract with Jerdon Enterprise and amended the budget as necessary. The motion carried unanimously.

**9. A-19**            **Approval of Attendance Boundary Committee**

It was moved by Mr. Hakimzadeh and seconded by Mr. Torres 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 charged the ABC with setting the boundaries for Judge C. Adolphus Elementary School for the fall of 2013. The motion carried unanimously.

**9. A-20**            **Discussion of Board Audio Recordings and Minutes Documentation**

Mr. Hopkins emphasized that this is a valuable tool because it is used to get the actual minutes recorded in each meeting and feels it is necessary for use by the staff and for anyone who would like to listen to it. Mr. Hopkins would like to leave it as is and continue as we have in the past.

Ms. Mendoza questioned the number of requests in the past 10 years from the public and/or sitting board members and what the costs are for the recordings. Dr. Randle stated seven requests have been made since he has been superintendent. Typically when we make a copy for a request coming from the board, a copy is made for all board members at a total cost of \$17.01. If we make only one copy, it is \$2.13. Through an open records request, it is usually \$5.00 because of the time involved.



**Minutes of the Regular Board Meeting of February 21, 2013 – page 8**

Mr. Hakimzadeh made a motion to record closed session. For lack of a second, the motion failed. President Richard questioned if we could legally do that. Mr. Morris said it is an option but would require board approval but could not release the information to the public.

Mr. Richard did not have a problem with the recordings of the regular board meetings and workshops but felt that they should not be released until the Board has had a chance to review the minutes and to be sure they are correct. Once they have been reviewed and have been approved by the board, the audio recording can be disseminated to the public or to a board member. We need to be sure that we have correct minutes before the recordings are released. Mr. Richard feels that we should continue to record the meetings but should change the board policy so that audio recordings are not released until they are approved by the board.

Mr. Morris stated record retentions policy states that audio recordings may be destroyed after 90 days once they are approved by the board.

Mr. Torres spoke in favor of audio recordings since they are used for typing accuracy of the minutes. If there is an issue that needs to be reviewed, we can review it.

Mr. Hakimzadeh stated that he was disturbed by board members not wanting to make information available to the public. If we destroy the audio recordings after 90 days, it appears that we are hiding something. President Richard stated that Mr. Hakimzadeh's accusation was inaccurate. No board member has ever denied any information to the public. Audio recordings are shared with the public upon request after the minutes are approved by the board.

Ms. Mendoza inquired about audio recordings when she attended the TASB Legal Seminar a few months back. She was informed that the recordings could be shared upon board approval and this could be included in the Board Operating Procedures. She stated that board members are to govern the school district, not micromanage the staff.

Mr. Hopkins expressed that closed session is confidential information and we are bound by law not to discuss closed session items.

Mr. Morris expressed the opportunity to research whether or not to disseminated the audio recordings to the public or to a board member before the minutes are approved.

**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 Campus Coordinator at Foster High School
  - e. Consider employment of Principal for Velasquez Elementary School
  - f. Consider employment of Principal for Williams Elementary School
  - g. Superintendent's Evaluation and Contract

**Minutes of the Regular Board Meeting of February 21, 2013 – page 9**

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

The Board adjourned to Closed Session at 9:25 p.m. for the purposes listed above.

**RECONVENE IN OPEN SESSION – ACTION ON CLOSED SESSION**

The Board reconvened in Open Session at 10:04 p.m.

**PERSONNEL RECOMMENDATIONS**

**11. A-1 (d) Employment of Campus Coordinator at Foster High School**

It was moved by Ms. Zacharias and seconded by Mr. Hopkins that the Board of Trustees approve Shaun McDowell as Campus Coordinator at Foster High School. The motion carried unanimously.

**11. A-1 (a) Employment of Personnel**

It was moved by Ms. Mendoza and seconded by Mr. Torres that the Board of Trustees approve personnel as presented. The motion carried unanimously.

**Employed**

Thomas, Carla	2/22/2013	Assistant Principal	Smith Elementary
Landgrebe, Kara	TBD	Coordinator for Student Achievement & Data Interpretation	Research & Accountability

**11. A-1 (e) Employment of Principal for Velasquez Elementary School**

It was moved by Ms. Thompson and seconded by Ms. Mendoza that the Board of Trustees approve Kera Faltysek as principal for Velasquez Elementary School. The motion carried unanimously.

**11. A-1 (f) Employment of Principal for Williams Elementary School**

It was moved by Mr. Torres and seconded by Ms. Zacharias that the Board of Trustees approve Henva Bhola as principal for Williams Elementary School. The motion carried unanimously.

**FUTURE AGENDA ITEMS**

None

**ADJOURNMENT**

The meeting adjourned at 10:06 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 2013-2014 EMPLOYEE REPORT/END DATE TABLE**

**RECOMMENDATION:**

That the Board of Trustees adopt the 2013-2014 Employee Report/End Date Schedule as presented and approve begin and end dates for job titles as indicated on the table.

**IMPACT/RATIONALE:**

Those job titles in italics are funded by grants. Days can be changed by the grant-funding source.

Submitted by: Dr. Kathleen M. Bowen, Executive Director of Human Resources  
Christine Muzik, Asst. Director of Staffing & Records Mgt.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
2013-2014 Employee Report / End Date Schedule**

<b>Position EXEMPT (Contract)</b>	<b>Position NON-EXEMPT (Hourly)</b>	<b>2012-2013 End Date</b>	<b>2013-2014 Report Date</b>	<b>2013-2014 End Date</b>
	Cafeteria Monitor 2 ½ hour Water Safety Instructor	6/6	8/26	6/5
	Concession Stand Manager =====	5/1	8/1	5/1
	Bus Driver & Bus Aide (2 days in-service TBD)	6/6	8/26	6/5
	=====	=====	=====	=====
	Food Service Helper Food Service Manager Food Service Specialist	6/6	8/22	6/5
<i>Adult Education Specialist</i> Choir Directors CTE Instructor (no extra days) College Career Facilitator Coaches (no extra days) <i>Early Childhood Specialist</i> Elem. Social Worker GT Facilitator Orientation & Mobility Specialist Reading Recovery Teacher Leader School Nurse, R.N. Social Worker @ Dev. Center Special Ed. Counselor Student Services Liaison Substance Abuse Specialist Teacher (no extra days) <i>Title I Parent Educator—LHS</i> <i>Home Instructor Specialist</i> <i>Parent Education Specialist</i>	Aide, Special Education ALP Translator / Asst. Aide Behavior Technician Bilingual Assessment Aide Braille & Tactual Material Spec. Cert. Peace Officer—HS,JH&ALC (10 month) Choir Asst./Accompanist Computer Asst. (CAI Aide) Deaf Interpreter Elem. Clerk Instructional Aide Keyboarding Aide Lead Behavior Specialist LVN/Teacher Aide OT/PT Therapist Aide Traffic Control Monitor	6/7	8/19	6/6
CTE JH Modular Lab Teacher CTE IT Computer Maint. Teacher/Coord. CTE Health Science-Mod Lab Teacher =====		6/7	8/15	6/6
CTE PLTW Teacher		6/11	8/19	6/10
ARD Specialist Educational Diagnostician / LSSP Elementary & Middle Counselor Elementary & Middle Librarian Licensed Asst. Speech Pathologist Licensed Speech Pathologist =====	Speech Supervisor Clerk	6/11	8/15	6/10
Accelerated Language Prog. Facilitator		6/12	8/15	6/10
7 <sup>th</sup> \ 8 <sup>th</sup> Grade Football Coach Cross Country Coaches =====		6/7	8/12	6/6
Ag. Food & Nat. Res. JH Ag. Teacher Ag. Teacher HS-No Project Supervision CTE PLTW Teacher/Course Coord. Ed.&Child Svcs-Mod. Lab(Commercial) Hospitality JH Teacher Occupational Therapist Physical Therapist =====		6/11	8/14	6/10
Instructional Coord.--Elementary	Cert. Occupational Therapist Asst. Truancy Project Liaison Aide =====	6/12	8/15	6/11
Registrar Clerk—JDC		6/12	8/15	6/11
Band Director-Middle School		6/7	8/8	6/6
Swimming / Dive Coaches		6/7	8/12	6/6

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
2013-2014 Employee Report / End Date Schedule**

<b>Position EXEMPT (Contract)</b>	<b>Position NON-EXEMPT (Hourly)</b>	<b>2012-2013 End Date</b>	<b>2013-2014 Report Date</b>	<b>2013-2014 End Date</b>
ASAP Parent Instructor ASAP Teacher Instructional Coord.- HS & JH full-time JH & ALC Counselor JH Librarian	Transition Liaison Aide	6/12	8/8	6/11
=====	=====	=====	=====	=====
CTE Arch. & Construction Teacher CTE Culinary Arts Tchr. HS CTE Transportation Teacher		6/14	8/12	6/13
=====	=====	=====	=====	=====
Drill Team Instructor, Head HS Volleyball Coach Jr. High Asst. Band Director Substance Abuse Counselor - ALC		6/7	8/5	6/6
High School Football Coach Jr. High School Band Director		6/7	8/1	6/6
=====	=====	=====	=====	=====
	Secretaries to: Assistant Principal Associate Principal Counselor A L C Receptionist Attendance Clerk—JH & HS Secondary Receptionist Secretary—ASAP Dev. Center SERS & Comm. Center Secretary SESS Secretary/Clerk	6/13	8/7	6/12
High School Librarian		6/14	8/7	6/13
=====	=====	=====	=====	=====
Varsity Special Teams Coordinator, FB		6/7	7/31	6/6
Athletic Trainer, Assistant Campus Coordinator, Jr. High		6/7	7/30	6/6
Ag. Science—Ag. Barn Mgr. Athletic Trainer, Head CTE Career Prep/Practicum (Marketing) Varsity Offensive & Defensive Coord., FB		6/7	7/29	6/6
1621 Counselor Campus Instructional Tech. Specialist	Athletic Office Clerk	6/14	8/2	6/13
Band Director, High School Asst.		6/12	7/29	6/11
=====	=====	=====	=====	=====
	Food Service Acct. Clerk	6/14	7/31	6/13
High School Counselor		6/14	7/30	6/13
Band Director, High School Head		6/14	7/29	6/13
Asst. Principal—Elem. Lead Speech Pathologist		6/10	7/22	6/9

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
2013-2014 Employee Report / End Date Schedule**

Position EXEMPT (Contract)	Position NON-EXEMPT (Hourly)	2012-2013 End Date	2013-2014 Report Date	2013-2014 End Date
Assistant Principal—Middle		6/12	7/24	6/11
504/Dyslexia Facilitator HS & JH Assistant Principal Mgr. of Special Projects-Technology	Secy. for Dir. of Research & Acct. SESS Secretary / Clerk SHARS/Medicaid Specialist	6/14	7/24	6/13
High School Registrar		6/27	8/1	6/26
Associate Principal—High School Autism Coordinator Behavior / Autism Specialist Bilingual Curriculum & Instr. Specialist Curriculum & Instructional Specialist HS Campus Coord./Head FB Coach Instructional Technologist <i>Parent Involvement Facilitator</i> Program Supervisor, Special Ed. Program Supervisor, State/Fed. Prog. Project LEARN Coordinator ROTC Drill Instructor Special Ed. Coordinator	HS Certified Peace Officer (11 month)	6/30	7/1 17 Non-Work Days	6/30
Assistant Director of Transportation		7/1	7/2 17 Non-Work Days	7/1
Bus Discipline Supervisor		6/30	7/1 17 Non-Work Days	6/30
Admin. for Continuing Education Admin. for Truancy & Dropout Asst. Director of Food Service Assessment Coordinator Early Childhood Center Campus Director Principals: Elem., Mid., JH & ALC SE Voc. Adjustment Coordinator	Secretaries to Principals at: Elem., Middle, JH, & ALC Clerk, SESS <i>Project Learn Secretary</i> Registrar Clerk Secy—Appraisal Records SESS SEMS Secretary Special Sites Secretary Transportation Clerk	6/26	7/23	6/26
CTE HS Campus Ag. Production Tchr.		6/30	7/1 (11 Non-work Days)	6/30
Superintendent Chief Financial Officer Chief Technology Information Officer Exec. Directors for: Community Relations Curriculum/Instr. Support Services Elementary Education Human Resources Secondary Education Directors for: Advanced Studies Athletics Career & Technical Ed. Finance Fine Arts Food Service	Secretaries to: Admin. for Operations Chief Financial Officer Chief Technology Information Officer Curriculum Specialist Dir. of Advanced Studies Dir. of Athletics Dir. of Career & Technical Ed. Dir. of Fine Arts Dir. of Food Service Dir. of Special Education Dir. of Staff Development Dir. of Transportation Exec. Dir. of Community Relations Exec. Dir. of Curr/Instr Support Exec. Dir. of Elem. Ed.	6/30	7/1 (7 Non-Work Days)	6/30

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
2013-2014 Employee Report / End Date Schedule**

<b>Position EXEMPT (Contract)</b>	<b>Position NON-EXEMPT (Hourly)</b>	<b>2012-2013 End Date</b>	<b>2013-2014 Report Date</b>	<b>2013-2014 End Date</b>
Directors for:(cont'd) Information Services Research & Accountability Special Education Staff Development Student Support Services Technology Development Technology Integration Technology Operations Transportation Administrator for Student Acct. After School Program Coordinator Asst. Dir. Employee Svcs. & Risk Mgt. Asst. Director of Finance Asst. Dir. of Staffing & Records Mgt. Budget & Treasury Officer Capital Assets / Textbook Accountant Communications Coordinator Coordinator for Student Achievement Energy Coordinator Executive Dir. Ed. Foundation Fleet Services Manager Mgr. Graphic Arts/Comm. Spec. Multimedia Specialist/Videographer Network Administrator Network Engineer Operations Administrator Personnel Specialist—Aux. Personnel Specialist—Elem. Principals—High School Programmer/Analyst Purchasing/Materials Manager Router/Scheduler-Transportation Payroll Manager Staff Accountant Student Accounting Specialist Technology Development Specialist Webmaster	Secretaries to: (cont'd) Exec. Dir. of Human Resources Exec. Dir. of Secondary Ed. High School Principal Supt. & Board of Trustees Assessment Data Specialist AV Technical Specialist Brazos Crossing Receptionist Bus Operations Specialist Buyer-Purchasing Computer Operator 2 Curriculum & Instr. Specialist Secy. Data Technician Distribution Center Secretary Employee Benefits Specialist Employee Mgt. Systems Clerk Finance Personnel Fixed Assets Clerk/Textbook Clerk Food Service Clerk Food Service Secretaries Funding/Special Programs Secretary Graphic Arts Personnel Help Desk Technician Human Resources Secretary/Clerk Laundry Worker Lead Service Technician M&O Office Personnel Network Technician Payroll Clerk Payroll Specialist PC Technicians Postal Technician Program Supervisor Secretary Purchasing Assistant Router Assistant Sr. Tech. Service Technician Tech. Service Technician Transportation Clerk Transportation Data Clerk Warehouse Clerk ===== 230 Day Custodian	6/30	7/1 (7 Non-Work Days)	6/30
		=====	=====	=====
		6/24	7/1	6/24
Asst. Director—Operations Energy Technician Specialist	CMMS/Dispatch II—M&O Delivery Tech II Dispatcher—Transportation (12 month) Dispatcher—Warehouse Dist. Center Warehouse Drivers Environmental Services Tech. FS Warehouse Mgr. & Gen. Utility Integrated Pest Manager Lawn Works—M&O Maintenance & Operations (12 month) Night Lead Laundry Parts Manager--Transportation Planner / Scheduler—M&O Playground Technician Transportation Mechanics Warehouse Supervisor	6/30	7/1	6/30

**230-Day Employees will have 7 non-work days**  
**251-Day Employees will have the following days off:**  
**2013—July 4 September 2 November 28, 29 December 24, 25**  
**2014—January 1, 20 April 18 May 26**



**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.

Carla Thomas

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER RATIFICATION OF QUARTERLY INVESTMENT REPORT  
DECEMBER 2012 THROUGH FEBRUARY 2013**

**RECOMMENDATION:**

That the Board of Trustees ratify the quarterly investment report as submitted for the quarter ending February 28, 2013.

**RATIONALE:**

This report is required by state law and local policy CDA and includes all the pertinent information regarding the District's current investments. Investment officers for the District will be present at the meeting to answer any questions about the report and the District's cash and investment position.

Submitted by: Jill Ludwig, Chief Financial Officer  
Yvonne Dawson, Budget and Treasury Officer  
Michele Reynolds, Director of Finance

Recommended for ratification,



Dr. Thomas Randle  
Superintendent

**Lamar Consolidated Independent School District  
Quarterly Report of Investment Activity  
for the quarter ending February 28, 2013**

**Preface**

House Bill 2459 amended the section of the Education Code that dealt with the investment of school district funds. Code Section 2256.023 as amended requires that the Investment Officer of the District prepare and submit to the Board of Trustees a report of investment activity and position on a quarterly basis. The attached report complies, to the best of our knowledge and ability, with the new requirements, and covers the period December 1, 2012 through February 28, 2013.

**Investment Strategy by Fund**

**GENERAL FUND STRATEGY:**

Investments purchased will be limited to those authorized by the District's investment policy, Board Policy CDA (Legal) and CDA (Local), and be diversified by security type and institution. To the extent possible, the District will attempt to match its investments with anticipated cash flow requirements. Investments may be made in short term securities to maintain appropriate liquidity levels, avoid market risk, and generate superior returns during periods of rising interest rates. The District will limit its maximum stated maturities to one year, unless specific authority to exceed is given by the Board of Trustees (prior to purchase). The District will determine what the appropriate average weighted maturity of the portfolio should be based on the surrounding economic climate. This determination will be made on a periodic basis, by analysis of economic data, at least annually. Investments should be purchased with the intent of holding until maturity.

Reserve funds may be invested in securities exceeding one year if the maturity of such investments is made to coincide with the expected use of the funds. The ability to invest these types of funds should be disclosed to the Board of Trustees, including appropriate time restrictions, if any exist.

**DEBT SERVICE FUND STRATEGY:**

The investment strategy for the Debt Service Fund is the same as that for the General Fund above, with the following exceptions. The weighted average maturity of investments for the fund may be slightly greater due to the timing of disbursements. The greatest outflow of funds occurs in February and August of each year, when bond interest and/or principal is due. Based on published debt service schedules, investments purchased will mature prior to these obligations and need for funds. Other cash requirements will be considered prior to investment.

The District does not anticipate the existence of significant reserve funds for the Debt Service Fund.

## **CAPITAL PROJECTS FUND STRATEGY:**

Generally, the investment strategy for the Capital Projects Fund is the same as that of the General Fund. The remaining proceeds of the 1996, 2004, 2005, and 2007 issues are currently invested in Texpool Investment Pool. Proceeds of the 1998, 1999, 2007, 2008, and 2012 issues are invested in the Lone Star and the MBIA Texas CLASS Investment Pools. Proceeds of the 2007, 2008, and 2012 issue are also invested in TexStar and Texas Term Daily Fund Investment Pools. The yield on the funds varies with the rates for the pools as a whole.

As required by law, the District will monitor the investment earnings on the bond proceeds and comply with federal arbitrage regulations. The Board of Trustees approved an agreement for consulting services with First Southwest Co. to assist the District in this effort.

## **FOOD SERVICE, WORKMEN'S COMPENSATION, HEALTH INSURANCE TRUST, AND TRUST AND AGENCY FUNDS STRATEGY:**

The investment strategy for each of these funds is the same as that of the General Fund.

## **INVESTMENT POSITION AT FEBRUARY 28, 2013**

Securities are purchased to maximize the investment earnings of the District's portfolio and to minimize idle cash balances in demand deposit accounts at the depository bank, while maintaining the liquidity required to meet currently maturing obligations such as payroll and scheduled payments for accounts payable and bonded indebtedness.

The attached report provides details of ending cash and investment balances for each of the past three months and interest earned.

## **COST TO FAIR MARKET VALUE COMPARISON**

The cost to fair market value comparison follows in a separate section. All investable funds were deposited with authorized investment pools as of February 28, 2013. Pertinent details at February 28, 2013 of each pool in which the District had funds invested follows:

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
Texpool	1.00	\$18,785,276,234	\$18,786,003,937	.7699%

The weighted average maturity of the pool's portfolio for February 2013 was 51 days.

<u>POOL NAME</u>	<u>NET ASSET VALUE %</u>	<u>BOOK VALUE OF POOL</u>	<u>MARKET VALUE OF POOL</u>	<u>LCISD % OF POOL</u>
Lone Star, Government Overnight Fund	1.00	\$4,616,163,028	\$4,616,625,718	.5555%

The dollar weighted average maturity of the portfolio for the Government Overnight Fund for January 2013 was 52 days.

MBIA, Texas CLASS	1.00	\$3,324,885,655	\$3,325,073,745	.7921%
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The dollar weighted average maturity of the portfolio for Texas CLASS Fund for February 2013 was 46 days.

Texas Term, Daily Fund	1.00	\$1,099,194,129	\$1,099,389,266	1.7064%
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The dollar weighted average maturity of the portfolio for TEXAS TERM/DAILY Fund for January 2013 was 56.4 days.

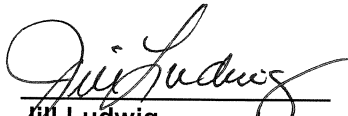
TexStar,	1.00	\$6,030,821,288	\$6,031,600,683	.5269%
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The dollar weighted average maturity of the portfolio for TEXSTAR Fund for January 2013 was 47 days.

**This report includes all information required by law to be presented to the Board of Trustees on a quarterly basis. We will be pleased to present additional information in this report in the future, if requested. The District's portfolio and investment management strategy is simple and conservative, which facilitates presentation of the required information.**

**We hereby certify that this report is a true and accurate description of the investment portfolio of the Lamar Consolidated Independent School District for the period ending February 28, 2013. This report fully discloses all material aspects of the District's cash and investment position for the quarter then ended. All investments are in compliance with the Public Funds Investment Act (HB 2459) and local investment policy.**

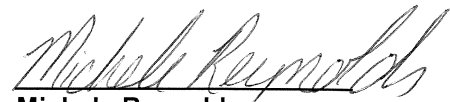
**Submitted by:**

  
 Jill Ludwig,  
 Chief Financial Officer

Date: 3/6/13

  
 Yvonne Dawson  
 Budget & Treasury Officer

Date: 3/6/13

  
 Michele Reynolds  
 Director of Finance

Date: 3/6/13

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
 QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING FEBRUARY 28, 2013

<u>DEMAND DEPOSIT ACCOUNT BALANCES<sup>1</sup></u>	<u>12/31/12</u>	<u>01/31/13</u>	<u>02/28/13</u>
General Fund	(1,566,106)	(330,296)	1,240,511
Special Revenue Funds (Combined)	298,711	25,039	12,541
Debt Service Fund	29,471	28,971	124,564
Capital Projects Fund	66,749	65,036	53,700
Workmen's Compensation and Health Insurance Trust Funds	674,583	739,527	1,050,183
Trust and Agency Funds, excluding Student Activity Funds	32,871	32,871	32,871
Student Activity Funds	1,710,443	1,668,606	1,668,606
<b>Total Demand Deposits/Cash on Hand</b>	<b><u>1,246,723</u></b>	<b><u>2,229,753</u></b>	<b><u>4,182,976</u></b>

<sup>1</sup> Balances presented are reconciled balances per book and will differ slightly from actual cash balances reported in the monthly bank statements. Also, totals above include insignificant amounts of cash on hand.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

QUARTERLY CASH BALANCE AND INVESTMENT REPORT FOR THE PERIOD ENDING FEBRUARY 28, 2013

	<u>12/31/12</u>	<u>01/31/13</u>	<u>02/28/13</u>
<b><u>INVESTMENT POOLS*</u></b>			
General Fund			
Texpool	55,191,021	89,772,562	109,287,083
Lone Star	2,613,692	2,614,915	2,614,104
Texas CLASS	15,308,356	15,310,743	15,312,713
Food Service Fund			
Texpool	2,544,635	2,344,840	2,345,008
Lone Star	90,355	90,363	90,370
Debt Service Fund			
Texpool	7,415,155	23,936,219	5,846,206
Lone Star	145,933	145,945	145,955
Texas CLASS	1	1	1
TexSTAR	9,019,218	9,020,064	9,020,753
Capital Projects Fund			
Texpool	22,690,737	22,692,638	22,694,265
Lone Star	22,067,106	22,068,987	22,070,586
Texas CLASS	11,020,986	11,022,704	11,024,122
TexasDaily	18,753,401	18,755,251	18,756,623
TexSTAR	28,519,057	25,995,068	22,753,101
Workmen's Compensation and Health Insurance Trust Funds			
Texpool	5,329,715	4,544,974	4,345,150
Lone Star	719,774	719,836	719,888
Special Revenue Funds			
Texpool	53,164	53,168	53,172
Student Activity Funds			
Texpool	56,189	53,194	53,199
<b>Total Investment in Pools</b>	<b>201,538,495</b>	<b>249,140,472</b>	<b>247,132,299</b>
<b><u>Summary of Interest Earned by Month</u></b>			
Texpool	10,444	10,655	11,329
Lone Star	3,195	2,206	1,839
Texas CLASS	4,611	4,105	3,388
TexSTAR	5,414	3,380	2,534
Texas Term/Daily	2,070	1,849	1,372
<b>Total Interest Earned from Investment Pools</b>	<b>25,734</b>	<b>22,195</b>	<b>20,462</b>
<b><u>Average Yield by Month</u></b>			
Texpool	0.15	0.10	0.09
Lone Star	0.15	0.10	0.09
Texas CLASS	0.21	0.18	0.17
TexSTAR	0.16	0.11	0.10
Texas Term/Daily	0.14	0.10	0.10

\* See supplemental report attached for balances at February 28, 2013 and details of transactions.

LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
DETAILS OF TRANSACTIONS FOR INVESTMENT POOLS

INVESTMENT POOLS

	12/01/12	DEPOSITS	WITHDRAWALS	12/31/12	DEPOSITS	WITHDRAWALS	1/31/13	DEPOSITS	WITHDRAWALS	2/28/13
General Fund										
Texpool	45,356,065	17,554,780	(7,719,824)	55,191,021	49,101,365	(14,519,824)	89,772,562	134,183,453	(114,668,932)	109,287,083
Lone Star	2,613,366	326	-	2,613,692	223	-	2,613,915	189	-	2,614,104
Texas CLASS	15,305,675	2,681	-	15,308,356	2,387	-	15,310,743	1,970	-	15,312,713
Food Service Fund										
Texpool	1,294,416	1,250,219	-	2,544,635	205	(200,000)	2,344,840	168	-	2,345,008
Lone Star	90,344	11	-	90,355	8	-	90,363	7	-	90,370
Debt Service Fund										
Texpool	1,509,462	5,905,693	-	7,415,155	16,521,064	-	23,936,219	45,974,858	(64,064,871)	5,846,206
Lone Star	145,915	18	-	145,933	12	-	145,945	10	-	145,955
Texas CLASS	1	-	-	1	-	-	1	-	-	1
TexSTAR	9,017,957	1,261	-	9,019,218	846	-	9,020,064	689	-	9,020,753
Capital Projects Fund										
Texpool	22,687,836	2,901	-	22,690,737	1,901	-	22,692,638	1,627	-	22,694,265
Lone Star	22,064,355	2,751	-	22,067,106	1,881	-	22,068,987	1,589	-	22,070,586
Texas CLASS	11,019,056	1,930	-	11,020,986	1,718	-	11,022,704	1,418	-	11,024,122
Texas Term/Daily	18,751,331	2,070	-	18,753,401	1,850	-	18,755,251	1,372	-	18,756,623
TexSTAR	30,977,767	4,153	(2,462,863)	28,519,057	2,536	(2,526,525)	25,995,068	26,505	(3,268,472)	22,753,101
Workmen's Compensation and Health Insurance Trust Funds										
Texpool	5,249,185	820,530	(740,000)	5,329,715	820,259	(1,605,000)	4,544,974	820,176	(1,020,000)	4,345,150
Lone Star	719,684	90	-	719,774	62	-	719,836	52	-	719,888
Special Revenue Funds										
Texpool	53,157	7	-	53,164	4	-	53,168	4	-	53,172
Student Activity Funds										
Texpool	56,182	7	-	56,189	5	(3,000)	53,194	5	-	53,199
<b>Total Investment in Pools</b>	<b>186,911,754</b>	<b>25,549,428</b>	<b>(10,922,687)</b>	<b>201,538,495</b>	<b>66,456,326</b>	<b>(18,854,349)</b>	<b>249,140,472</b>	<b>181,014,102</b>	<b>(183,022,275)</b>	<b>247,132,299</b>



**CONSIDER RATIFICATION OF FINANCIAL AND INVESTMENT REPORTS**

**RECOMMENDATION:**

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

**PROGRAM DESCRIPTION:**

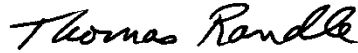
Financial reporting is intended to provide information useful for many purposes. The reporting function helps fulfill government’s duty to be publicly accountable, as well as to help satisfy the needs of users who rely on the reports as an important source of information for decision-making.

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

- Ratification of February 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 FEBRUARY 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 February total \$18,212,157 and are shown below by category:

<u>3-Digit Object</u>	<u>Description</u>	<u>Disbursements</u>
611/612	Salaries and Wages, All Personnel	11,478,063
614	Employee Benefits	307,733
621	Professional Services	42,887
623	Education Services Center	19,104
624	Contracted Maintenance and Repair Services	418,245
625	Utilities	169,503
626	Rentals and Operating Leases	21,986
629	Miscellaneous Contracted Services	430,846
631	Supplies and Materials for Maintenance and Operations	240,150
632	Textbooks and Other Reading Materials	164,085
633	Testing Materials	4,041
634	Food Service	583,550
639	General Supplies and Materials	301,342
641	Travel and Subsistence -- Employee and Student	74,188
649	Miscellaneous Operating Costs/Fees and Dues	531,378
661	Land Purchase and/or Improvements	16,520
662	Building Purchase, Construction, and/or Improvements	2,856,257
663	Furniture & Equipment - \$5,000 or more per unit cost	466,989
129	Misc. Receivable/Alternative Certification Fees	1,800
131	Inventory Purchases	82,227
573/575/592	Miscellaneous Refunds/Reimbursements to Campuses	1,263
	<b>Total</b>	<b>18,212,157</b>

**PROGRAM DESCRIPTION:**

The report above represents all expenditures made during the month of February 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 FEBRUARY 28, 2013**

<b>CASH RECEIPTS</b>	<b>AMENDED BUDGET</b>	<b>ACTUAL</b>	<b>BUDGET VARIANCE</b>	<b>PERCENT ACTUAL/ BUDGET</b>
5700-LOCAL REVENUES	109,056,328.00	103,886,835.00	(5,169,493.00)	95.3%
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	1,370,233.00	(699,767.00)	66.2%
<b>TOTAL- REVENUES</b>	<b>183,319,580.00</b>	<b>152,139,353.00</b>	<b>(31,180,227.00)</b>	<b>83.0%</b>
<b>EXPENDITURES</b>				
6100-PAYROLL COSTS	154,351,814.00	73,392,106.00	80,959,708.00	47.5%
6200-PROFESSIONAL/CONTRACTED SVCS.	13,441,310.00	4,625,685.00	8,815,625.00	34.4%
6300-SUPPLIES AND MATERIALS	7,888,372.00	3,207,741.00	4,680,631.00	40.7%
6400-OTHER OPERATING EXPENDITURES	8,917,036.00	4,104,641.00	4,812,395.00	46.0%
6600-CAPITAL OUTLAY	1,013,555.00	757,290.00	256,265.00	0.0%
<b>TOTAL-EXPENDITURES</b>	<b>185,612,087.00</b>	<b>86,087,463.00</b>	<b>99,524,624.00</b>	<b>46.4%</b>

**Lamar CISD  
Local Investment Pools  
as of February 28, 2013**

<b>ACCOUNT NAME</b>	<b>BEGINNING BALANCE</b>	<b>TOTAL DEPOSIT</b>	<b>TOTAL WITHDRAWAL</b>	<b>TOTAL INTEREST</b>	<b>MONTH END BALANCE</b>
<b>TexPool accounts are as follows:</b>					
Food Service	2,344,840.43	0.00	0.00	168.14	2,345,008.57
General Account	21,182,398.79	100,449,104.99	14,219,823.67	6,671.59	107,418,351.70
Capital Projects Series 2004	8.51	0.00	0.00	0.00	8.51
Health Insurance	3,769,765.52	788,305.92	1,000,000.00	295.14	3,558,366.58
Debt Service Series 2004	300,610.97	3,324,104.59	3,624,714.56	38.42	39.42
Workmen's Comp	775,207.51	31,517.75	20,000.00	56.77	786,782.03
Property Tax	90,982,591.88	45,075,360.50	134,250,762.15	1,811.08	1,809,001.31
Vending Contract Sponsor	474,792.28	0.00	0.00	34.04	474,826.32
Deferred Compensation	2.55	0.00	0.00	0.00	2.55
Debt Service Series 2005	23,036.96	9,721,097.76	9,744,132.72	116.91	118.91
Debt Service Series 2007	18,819.37	7,919,452.52	7,013,559.34	135.45	924,848.00
Capital Projects Series 2005	666,733.75	0.00	0.00	47.79	666,781.54
Student Activity Funds	53,204.64	0.00	0.00	3.80	53,208.44
Taylor Ray Donation Account	12,353.86	0.00	0.00	0.90	12,354.76
Capital Projects Series 2007	3.63	0.00	0.00	0.00	3.63
Common Threads Donation	53,168.43	0.00	0.00	3.85	53,172.28
Debt Service Series 2008	692,782.20	7,311,296.56	5,933,645.63	196.97	2,070,630.10
Powell Point Series 2003	21,381.47	36,247.71	40,730.00	1.76	16,900.94
Capital Projects 2012A	22,025,891.26	0.00	0.00	1,579.35	22,027,470.61
Debt Service 2012A	0.00	4,720,256.84	2,922,281.25	134.61	1,798,110.20
Debt Service 2012B	0.00	1,592,214.05	984,150.00	32.60	608,096.65
<b>Lone Star Investment Pool Government Overnight Fund</b>					
Capital Projects Fund	5,013.80	0.00	0.00	0.36	5,014.16
Workers' Comp	719,836.40	0.00	0.00	51.62	719,888.02
Property Tax Fund	32,114.10	0.00	0.00	2.31	32,116.41
General Fund	2,584,213.99	0.00	0.00	185.31	2,584,399.30
Food Service Fund	90,362.47	0.00	0.00	6.48	90,368.95
Debt Service Series 1996	0.01	0.00	0.00	0.00	0.01
Capital Project Series 1998	699.65	0.00	0.00	0.05	699.70
Debt Service Series 1990	0.04	0.00	0.00	0.00	0.04
Debt Service Series 1999	143,535.45	0.00	0.00	10.29	143,545.74
Capital Project Series 1999	0.01	0.00	0.00	0.00	0.01
Capital Projects 2007	383.51	0.00	0.00	0.03	383.54
Capital Projects 2008	36,789.47	0.00	0.00	2.65	36,792.12
Capital Projects 2012A	22,026,116.04	0.00	0.00	1,579.44	22,027,695.48
<b>MBIA Texas CLASS Fund</b>					
General Account	15,310,740.90	0.00	0.00	1,969.64	15,312,710.54
Capital Project Series 1998	904.36	0.00	0.00	0.00	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	11,021,800.83	0.00	0.00	1,417.92	11,023,218.75
<b>TEXSTAR</b>					
Capital Projects Series 2007	742.46	0.00	0.00	0.04	742.50
Debt Service Series 2008	3,007,317.61	0.00	0.00	229.75	3,007,547.36
Capital Projects Series 2008	8,741,024.17	0.00	58,044.74	665.94	8,683,645.37
Debt Service Series 2012A	6,007,978.60	0.00	0.00	459.00	6,008,437.60
Debt Service Series 2012B	4,768.19	0.00	0.00	0.36	4,768.55
Capital Projects Series 2012A	17,253,299.06	24,660.00	3,210,425.65	1,179.41	14,068,712.82
<b>TEXAS TERM/DAILY Fund</b>					
Capital Projects Series 2007	2,237,745.75	0.00	0.00	163.69	2,237,909.44
Capital Projects Series 2008	140.50	0.00	0.00	0.01	140.51
Capital Projects Series 2012A	16,517,363.59	0.00	0.00	1,208.20	16,518,571.79
<b>ACCOUNT TYPE</b>			<b>AVG. RATE OF RETURN</b>	<b>CURRENT MONTH EARNINGS</b>	
<b>TEXPOOL ACCOUNT INTEREST</b>			<b>0.09</b>	<b>\$11,329.17</b>	
<b>LONE STAR ACCOUNT INTEREST</b>			<b>0.09</b>	<b>\$1,838.54</b>	
<b>MBIA TEXAS CLASS ACCOUNT INTEREST</b>			<b>0.17</b>	<b>\$3,387.56</b>	
<b>TEXSTAR ACCOUNT INTEREST</b>			<b>0.10</b>	<b>\$2,534.50</b>	
<b>TEXAS TERM/DAILY ACCOUNT INTEREST</b>			<b>0.10</b>	<b>\$1,371.90</b>	
<b>TOTAL CURRENT MONTH EARNINGS</b>					<b>\$20,461.67</b>
<b>EARNINGS 9-01-12 THRU 1-31-13</b>					<b>\$128,205.41</b>
<b>TOTAL CURRENT SCHOOL YEAR EARNINGS</b>					<b>\$148,667.08</b>

**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

Administration is requesting two budget changes:

The first budget change is to amend budget to purchase fuel for the remainder of the school year and 288 replacement tires for buses.

199-34	Student Transportation	400,000.00
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The second budget change is to amend the budget to recognize additional gross revenues and administrative expenses relating to SHARS program.

199-00	Revenue	85,000.00
199-41	General Administration	85,000.00

**CONSIDER APPROVAL OF RESOLUTION AND INTERLOCAL AGREEMENT  
WITH THE SCHOOL PURCHASING ALLIANCE**

**RECOMMENDATION:**

That the Board of Trustees consider approval of a resolution and the interlocal agreement with the School Purchasing Alliance for the 2013-2014 school year.

**IMPACT/RATIONALE:**

The School Purchasing Alliance is a food purchasing cooperative organization for Southeast Texas located in Houston, Texas. The fiscal agent for the organization is Santa Fe ISD. This cooperative purchasing arrangement is offering its services for the bidding of grocery, milk, and bread to school districts within the Texas Department of Agriculture Region 3. The goal of the cooperative is to acquire substantial savings on specific, high quality, food service items for member districts through volume purchasing. Districts will benefit through cost savings, bid law compliance, and receiving items that meet state/federal Child Nutrition Program requirements.

Districts may participate in all three bids (grocery, milk, and bread), with a minimum participation of one bid. Membership in the School Purchasing Alliance is at no cost to Lamar CISD. An administrative fee (0.75% of total cooperative sales to participating districts) is paid by the contracted vendors and will cover all expenses associated with this agreement. The cooperative is governed by a steering committee of member districts.

**PROGRAM DESCRIPTION:**

Participation in this cooperative for the purchase of grocery items will eliminate the need to bid products locally, saving District personnel valuable time and energy writing bid specs and evaluating the results of bids submitted. Grocery products will be evaluated by cooperative staff according to price, quality, service, and student preference. The Lamar CISD Food Service Director will be active in meetings to help decide vendors and their acceptable products.

Submitted by:        Matt Antignolo, Director of Food Service  
                             Jill Ludwig, CPA, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent

A RESOLUTION BY THE BOARD OF TRUSTEES  
AUTHORIZING AND APPROVING  
AN INTERLOCAL COOPERATIVE PURCHASING AGREEMENT  
BETWEEN THE SANTA FE INDEPENDENT SCHOOL DISTRICT  
AND OTHER PARTICIPATING DISTRICTS

On this day came on to be considered by the Board of Trustees of the Lamar Consolidated Independent School District (hereinafter referred to as "Participating District" the matter of a proposed Interlocal Cooperative Purchasing program to be formed, developed and administered by the Santa Fe Independent School District and other participating districts; and

WHEREAS, the Participating District desires to participate and join with other local governments in an Interlocal Participation Agreement ("Agreement") for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, programs, functions and services;

WHEREAS, the Board of Trustees is of the opinion that participation in the Cooperatives purchasing program will be highly beneficial to the taxpayers of the district through the efficiencies and potential savings to be realized; and

The Board of Trustees desire to approve the Interlocal Cooperative Purchasing Agreement to be entered into by and between the Participating District and other participating districts;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE PARTICIPATING DISTRICT, AS FOLLOWS:

1. The Board of Trustees hereby give specific written approval for the Participating District to participate in and join the cooperative purchasing program; and



2. That the Board of Trustees authorizes its Board President, Superintendent or other officer to execute the Interlocal Participation Agreement which includes the adoption and approval of the organizational Interlocal Cooperative Agreement.

3. That the execution of this Resolution shall evidence the election of the Participating District to become members of the Cooperative upon the terms and conditions stated in the Cooperative Agreement.

The Board of Trustees has, and at the time of adoption of this Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, powers, and authority to the persons named, who are hereby granted the power to exercise the same.

EXECUTED this the \_\_\_\_\_ day of March, 2013

ATTEST:

\_\_\_\_\_  
Julie Thompson, Secretary, School Board  
Lamar CISD

\_\_\_\_\_  
Michael Richard, President, School Board  
Lamar CISD

THE STATE OF TEXAS           §  
COUNTY OF GALVESTON       §

## **INTERLOCAL COOPERATIVE AGREEMENT FOR CHILD NUTRITION PRODUCTS AND SERVICES**

This Interlocal Cooperative Agreement (“Agreement”) is made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the “Act”), by and between the SANTA FE INDEPENDENT SCHOOL DISTRICT (“SFISD”), having its principal place of business at 4133 Warpath, Santa Fe, Texas 77510, and acting as the administrator of participating and cooperating local governments, and the undersigned participating local governments (“Participants” or “Participating Districts”) of the State of Texas.

### WITNESSETH:

WHEREAS, the SFISD is an independent school district and political subdivision of the State of Texas, operating under the Texas Education Code;

WHEREAS, the SFISD and the Participating Districts seek to obtain substantial savings on specific Child Nutrition Products and Services through volume purchasing and other economies of scale, and seek to purchase the highest quality products for the best price and achieve maximum efficiencies, while complying with all Federal and State nutritional requirements;

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing functions, to increase the efficiency and effectiveness of local governments, and to realize the various potential economies, including administrative cost savings, for Participants;

WHEREAS SFISD is acting as an authorized local purchasing cooperative organization as set forth in Section 271.101 et seq., of the Texas Local Government Code, and SFISD’s Board of Trustees approved a resolution authorizing the formation of this cooperative purchasing agreement at its Board meeting held on November 26, 2012; and

WHEREAS, pursuant to the Act, SFISD is authorized to contract with eligible and Participating Districts to perform governmental functions and services, including the

development of a standard approach for acquisition of goods and services, that each Participating District is authorized by law to perform;

WHEREAS, in reliance on such authority, SFISD has developed a program for cooperative purchasing under which it performs procurement with Participating Districts;

WHEREAS, Participants have represented that each is an eligible entity under the Act, that each governing Board has approved entering into this Agreement and has authorized the execution of this Agreement by the Participants' authorized officer or agent; and

WHEREAS, Participants desire to participate in the SFISD's cooperative purchasing effort and the parties desire to agree upon the purpose, terms, rights and duties of the contracting parties:

NOW THEREFORE, SFISD and the undersigned Participants do hereby agree as follows:

#### ARTICLE 1: Legal Authority

Each Participant represents to SFISD that (1) it meets the definition of "Local Government" or "State Agency" under the Act; (2) the functions and services to be performed under this Agreement will be limited to "administrative functions" as defined in the Act, which includes purchasing; (3) it possesses the legal authority to enter into this Agreement and can allow this Agreement to automatically renew without subsequent action of its governing body; (4) purchases made under this Agreement will satisfy all procedural procurement requirements that the Cooperating Member must meet under all applicable local policy, regulation, or state law; and (5) all requirements for a Board approval or for a third party to approve, record or authorize this Agreement have been met.

#### ARTICLE 2: Applicable Laws

SFISD and the Participants agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, and laws in effect or promulgated during the term of this Agreement.

#### ARTICLE 3: Whole Agreement

This Agreement, including "Exhibit A", and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral or written agreements between the parties relating to matters herein.

#### ARTICLE 4: SFISD's Role and Responsibilities

SFISD agrees to:

Initiate and implement activities related to the bidding and vendor selection process in accordance with competitive bidding procedures for Texas public schools. During this process, SFISD will host Cooperative member user group meetings for development of food service purchasing and product sampling. The final bid selection will be made by the Product Selection Committee as defined in Article 6.

Provide financial information generated by this Cooperative no less than annually to all Participants and will include these records as part of its annual financial audit.

Perform such contractual services and responsibilities with reasonable care, skill, judgment, and in a professional and business-like manner.

Provide the personnel, office, telephones, desks, and all other property, facilities or equipment not provided by the vendor, but which may be necessary to perform the functions outlined herein.

Ensure vendor's compliance with all provisions related to the quality of the items in the Vendor Agreement and the terms for delivery of same.

#### ARTICLE 5: Participant's Role and Responsibilities

Participants agree as follows:

The Participants shall purchase Child Nutrition Products and Services in accordance with the Letter of Commitment referred to in Article 9.

The Participants will remit purchase orders or independent contracts directly to the vendor(s) awarded the bids.

The Participants agree to abide by all terms and conditions of this Agreement.

Participants agree to promptly submit payment for all billings from the Cooperative as set out in Article 6 below.

Participants agree that they will cooperate in compliance with any reasonable requests for information and/or records made by the Cooperative. The Cooperative reserves the right to audit the relevant records of any Cooperative Member.

The Participants agree to appoint a program coordinator who shall have express authority to bind the Cooperative Member and the Cooperative will not be required to contact any other individual regarding cooperative matters. Any notice to or any agreements with the coordinator shall be binding upon the Cooperative Member. The Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Cooperative. Such notice is not effective until actually received by the Cooperative.

The Participants warrant that all payments, fees and disbursements required of them hereunder shall be made from current revenues budgeted and available to the Cooperative Member.

The Participants authorize the cooperative to regulate the commencement, defense, intervention or participation in a judicial, administrative, or other governmental proceeding or in a mediation or other appearance of the Cooperative in any litigation, claim or dispute which arises from the services provided by the Cooperative on behalf of its members, collectively or individually. Neither this provision, nor any other provision in this Agreement will create a legal duty for the Cooperative to provide a defense or prosecute a claim; rather, the Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Cooperative Member hereby designates the Cooperative to act as a class representative on its behalf in matters arising out of this Agreement.

The Participants agree to the submission of disputes arising under this Agreement to the alternative dispute resolution procedures authorized by Chapter 2009 of the Texas Government Code.

#### ARTICLE 6: Billings

Billings will be generated from the Child Nutrition Products and Services purchased and based upon the Vendor Fee of 0.75% of total purchases of all Participating Districts to be paid by the contracted vendors to SFISD. This fee will be used to pay all administrative costs, legal fees and expenses associated with this Agreement. From the Vendor Fee, SFISD will receive an administrative fee of \$20,000 for activities performed to carry out the functions of this Agreement as stated in Article 4. This administrative fee will be reviewed annually by SFISD's Board of Trustees and may increase as the number of participating districts increase, solely at the discretion of the SFISD Board of Trustees.

Participants agree that any additional expenses incurred beyond the amount of the Vendor Fee will be borne by all Participating Districts and will be split pro-rata based on the percentage of total purchases by each Participating District.

Participants agree that any remaining monies will accumulate in a fund balance until the amount reaches a level sufficient to cover all operating expenses for one fiscal year, at which time Participants agree that the excess funds will be refunded back to the Participating Districts with the amount split pro-rata based on the percentage of total purchases of each Participating District.

#### ARTICLE 7: Product Selection Committee

The Product Selection Committee will be comprised of one food service director, hereafter referred to as "committee member," from each Participating District including SFISD.

The Product Selection Committee will be responsible for selecting the bid items and each committee member will be given one vote per item selection. Products will be voted on based on taste, quality of ingredients, appearance of the product, and cost. All product committee members will be invited to attend tastings for products. Only those product committee members in attendance at the tastings will be eligible to vote for the products. The majority of votes cast for each item will determine the selection. In the case of a tie, the SFISD committee member will cast an additional vote to break the tie.

#### ARTICLE 8: Contracted Services

Participants agree that SFISD has the right to contract with an outside vendor for bidding services. This vendor will be responsible for procurement management, product management and website management services. The contract fee paid to this vendor will be paid from the Vendor Fee referred to in Article 6 above.

#### ARTICLE 9: Letter of Commitment ("Exhibit A") AND DEADLINE TO JOIN

Participants must complete the Letter of Commitment, hereafter referred to as "Exhibit A," and return it fully completed, along with the fully executed Cooperative Agreement, to SFISD on or before January 31, 2013 to participate in this cooperative purchasing arrangement for the 2013-2014 school year. "Exhibit A" is an integral part of this Agreement and this interlocal cooperative purchasing agreement is not complete or valid without it.

#### ARTICLE 10: Term

Notwithstanding anything to the contrary, this Agreement is contingent upon Board of Trustees of the Participating District's approved resolution authorizing Participants to enter into the Interlocal Agreement and SFISD receiving sufficient payments. In the event SFISD does not receive sufficient payments, SFISD may terminate this Agreement or reduce the scope of services provided under this Agreement without pecuniary risk or penalty, at its sole discretion.

This Agreement is effective from February 1, 2013 to June 30, 2014. There is no early termination clause for Participants. Participants understand that the minimum commitment will be for a period of one year, and Participants cannot terminate this agreement within the first year. This agreement shall be renewable for successive one year periods by agreement of the parties.

Additional Participants may be added by SFISD, at its sole discretion, so long as such addition is prior to the commencement of contract services with the vendor for the immediate next school year.

Either party may terminate this agreement at the end of the first year or any subsequent one-year period by giving thirty (30) days written notice to the other party, provided all amounts owed to the Cooperative and any vendor have been fully paid. If the Cooperative Member terminates its participation under this Agreement or breaches this Agreement, the Cooperative Member shall bear the full financial responsibility for all of its purchases made from vendors under or through this Agreement. The Cooperative may seek the whole amount due, if any, from the terminated Cooperative Member. In addition, the Cooperative Member agrees it will neither be entitled to a refund of any membership dues or fees paid nor any distribution or pro-rata refund as described in Article 6 above.

#### ARTICLE 11: Assignment

Neither this Agreement nor any duties or obligations entered in subsequent contracts because of this Agreement shall be assignable by either party without the prior written acknowledgment and authorization of both parties.

#### ARTICLE 12: Contract Amendment

This interlocal cooperation agreement may be modified only by written agreement signed by the authorized representatives of each party and by the written resolution approving the modification adopted by each party.

#### ARTICLE 13: Hold Harmless

Participants shall protect and hold harmless SFISD from any and all loss, claims, assessments, and suits in law or in equity, expenses, attorney's fees, and damages arising from Participants' actual or alleged violation in connection with this Agreement to the extent permitted by law.

ARTICLE 14: Jurisdiction and Venue

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable, and mandatory and exclusive venue in any action arising out of this Agreement shall be in Galveston County, Texas.

ARTICLE 15: Miscellaneous

In the event any party breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

It is expressly understood and agreed that, in the execution of this agreement, no party waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this agreement shall not create any rights in parties not signatories hereto.

In case any one or 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.

ARTICLE 16: Disclaimer.

THE SFISD DOES NOT WARRANT THAT THE OPERATION OR USE OF THE COOPERATIVE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE SFISD HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



### ARTICLE 17: Limitation of Liability

Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree that: (a) Neither party waives any immunity from suit or liability afforded under law; (b) in regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other party under any circumstance for special, incidental, consequential, or exemplary damages; (c) the maximum amount of damages recoverable will be limited to the amount of fees which the Cooperative received as a direct result of the Cooperative Member's membership fee and purchase activity, within twenty-four (24) months of when the lawsuit or action was filed; and (d) In the event of a lawsuit or formal adjudication, the prevailing party will be entitled to recover reasonable attorney's fees pursuant to Section 271.159 of the Texas Local Government Code.

### ARTICLE 18: Limitation of Rights

Except as otherwise expressly provided in this Agreement, nothing in this Agreement is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.

### ARTICLE 19: Notices

Any written notice to the Cooperative shall be made by first class mail, postage prepaid, return receipt requested, delivered to: SFISD Food Purchasing Cooperative, P. O. Box 370, Santa Fe, Texas 77510. Notices to Cooperative Members may be made by first class mail, postage prepaid, return receipt requested, and delivered to the Cooperative Member's Coordinator or Superintendent.

The parties hereby have executed this Agreement in multiple original counterparts on this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**THE SANTA FE INDEPENDENT SCHOOL DISTRICT**

BY: \_\_\_\_\_  
Dr. Elizabeth L. Wall, Superintendent

**PARTICIPATING MEMBER:**

\_\_\_\_\_

BY:

Thomas Randle, Ed.D., Superintendent

**TO BE COMPLETED BY COOPERATIVE MEMBER:**

Coordinator for the Cooperative Member is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**CONSIDER APPROVAL OF PURCHASE OF  
PROJECTOR BULBS**

**RECOMMENDATION:**

That the Board of Trustees approve the purchase of projector bulbs from Interlight and Specialty Bulb Company Inc.

**IMPACT/RATIONALE:**

Bid #07-2013 requested pricing from suppliers for a variety of bulbs for the current inventory of projectors, along with an estimated discount from their catalog for items not listed. The primary criteria used to evaluate this bid were vendor pricing for original equipment manufacturer (OEM) bulbs and the adherence to the bid price for a year from date of award. The Technology Department worked with the Purchasing Department on bid specifications, evaluation, and award recommendation.

**PROGRAM DESCRIPTION:**

The bid was sent to 16 vendors with 13 affirmative responses, 1 no-bid response, and 2 vendors did not respond. Interlight was the lowest proposer for 18 bulbs and Specialty Bulb Company was the lowest proposer for the remaining five.

Submitted by: Audrey L. Fox, Purchasing Manager  
David Jacobson, Chief Technology Information Officer  
Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**Bid Summary  
Bid 07-2013  
Projector Bulbs  
March 21, 2013**

Item	Description	Aves Audio Visual Systems, Inc.	Batteries Plus	Camcor, Inc.	Competitive Edge	Electrosonic Inc.	Interlight	Komputer+ Peripherals Inc.	Notes
1	Ask Proxima A1200P	\$192.00	No Bid	No Bid	\$150.00	\$167.00	\$130.20	\$207.72	
2	BENQ MX710	\$218.00	No Bid	\$179.82	<i>\$160.00</i>	\$179.00	<b>\$169.91</b>	\$183.13	Low as specified
3	Dell 1201MP	\$184.00	No Bid	No Bid	\$160.00	\$155.00	<b>\$99.99</b>	\$225.92	
4	Hitachi DTO1371	No Bid	No Bid	\$249.78	\$210.00	\$237.00	\$249.99	\$254.17	
5	Hitachi ED-A100	\$191.00	No Bid	\$352.83	\$165.00	\$234.50	<b>\$98.54</b>	\$361.49	
6	InFocus IN24EP	\$218.00	No Bid	\$247.92	\$185.00	\$165.00	<b>\$114.99</b>	\$254.79	
7	Mitsubishi XD250U	No Bid	No Bid	\$244.89	\$190.00	\$173.00	\$129.95	\$254.79	
8	NEC VT48	\$259.00	No Bid	\$252.95	\$180.00	\$207.00	<b>\$92.99</b>	\$270.78	
9	Panasonic PT-D5600U	\$491.00	No Bid	\$416.84	\$450.00	\$435.00	<b>\$149.99</b>	\$754.66	
10	PanasonicPT-LB51U	\$230.00	No Bid	\$285.89	\$190.00	\$244.00	<b>\$75.97</b>	\$275.56	
11	Panasonic PT-LB75	\$221.00	No Bid	\$272.13	\$200.00	\$207.00	<b>\$79.99</b>	\$274.90	
12	Panasonic PT-LC56U	\$186.00	No Bid	\$312.64	\$175.00	\$234.50	<b>\$82.99</b>	\$274.90	
13	Promethean PRM10 / PRM20A	\$180.00	No Bid	No Bid	\$165.00	\$136.50	<b>\$100.00</b>	\$178.68	
14	Promethean PRM30	\$275.00	No Bid	No Bid	\$185.00	\$166.00	<b>\$100.00</b>	\$257.87	
15	Sanyo PLC-XU111	\$286.00	No Bid	No Bid	No Bid	\$198.00	<b>\$142.95</b>	\$172.27	
16	Sanyo PLC-WXU300	\$248.00	No Bid	No Bid	\$210.00	\$131.00	<b>\$117.95</b>	\$204.37	
17	Sanyo PLC-XU73	\$179.00	No Bid	No Bid	\$140.00	\$162.00	<b>\$88.99</b>	\$193.67	
18	Sanyo PLC-XU75	\$178.00	No Bid	No Bid	\$145.00	\$144.00	<b>\$98.99</b>	\$193.67	
19	Sanyo PLC-XU78	\$177.00	No Bid	No Bid	\$145.00	\$137.00	<b>\$98.99</b>	\$193.67	
20	Sanyo PLC-XW250	\$204.00	No Bid	No Bid	\$135.00	\$137.00	<b>\$117.98</b>	\$172.27	
21	Smart UF55W	No Bid	No Bid	No Bid	\$170.00	\$153.50	\$105.99	\$193.67	
22	Smart UX60	No Bid	No Bid	No Bid	\$230.00	\$156.00	\$284.45	\$311.37	
23	Vivitek D927TW	\$163.00	No Bid	\$277.98	\$250.00	\$228.50	<b>\$169.99</b>	\$279.27	Group award to two vendors
24	Catalog Discount	Call for discount	No Bid	3%	5%	15%	8.01%	20%	

*Italics indicates non OEM part bid*

Item	Description	Master Audio Visuals Inc.	PC Mac Xchange	QA Systems, Inc.	Specialty Bulb Co. Inc.	Troxell Communication Inc.	Valiant National AV Supply	W B Hunt, Co. Inc.	Notes
1	Ask Proxima A1200P	\$185.00	No Bid	No Bid	<b>\$108.00</b>	\$159.96	No Bid	\$198.00	
2	BENQ MX710	\$199.00	\$170.00	<i>\$139.00</i>	\$176.00	<i>\$179.00</i>	<i>\$188.00</i>	\$185.00	
3	Dell 1201MP	No Bid	\$150.00	<i>\$174.59</i>	\$108.00	<i>\$215.00</i>	<i>\$110.94</i>	\$152.00	
4	Hitachi DTO1371	\$285.00	\$210.00	No Bid	<b>\$140.00</b>	\$253.50	<i>\$234.85</i>	\$248.00	
5	Hitachi ED-A100	\$410.00	\$160.00	No Bid	\$138.00	<i>\$339.00</i>	<i>\$110.94</i>	\$284.00	
6	InFocus IN24EP	\$215.00	\$170.00	<i>\$167.88</i>	\$155.00	<i>\$162.75</i>	<i>\$110.94</i>	\$185.00	
7	Mitsubishi XD250U	<i>\$299.00</i>	No Bid	No Bid	<b>\$101.00</b>	<i>\$271.00</i>	No Bid	\$268.00	
8	NEC VT48	\$309.00	\$170.00	<i>\$208.88</i>	\$176.00	<i>\$284.00</i>	<i>\$121.49</i>	\$257.00	
9	Panasonic PT-D5600U	<i>\$499.00</i>	\$300.00	<i>\$127.89</i>	\$260.00	<i>\$751.00</i>	<i>\$259.95</i>	\$489.00	
10	PanasonicPT-LB51U	\$275.00	\$190.00	<i>\$285.89</i>	\$174.00	<i>\$279.00</i>	<i>\$110.94</i>	\$238.00	
11	Panasonic PT-LB75	\$285.00	\$200.00	<i>\$285.86</i>	\$177.00	<i>\$279.00</i>	<i>\$110.94</i>	\$248.00	
12	Panasonic PT-LC56U	\$361.00	\$170.00	<i>\$323.89</i>	\$169.00	<i>\$323.00</i>	<i>\$106.60</i>	\$305.00	
13	Promethean PRM10 / PRM20A	\$190.00	\$160.00	<i>\$195.89</i>	\$116.00	<i>\$225.00</i>	<i>\$135.40</i>	\$162.00	
14	Promethean PRM30	\$227.00	\$180.00	<i>\$192.89</i>	\$190.00	<i>\$215.00</i>	<i>\$167.80</i>	\$194.00	
15	Sanyo PLC-XU111	\$285.00	No Bid	No Bid	No Bid	<i>\$279.00</i>	No Bid	No Bid	
16	Sanyo PLC-WXU300	\$185.00	\$185.00	<i>\$257.89</i>	\$146.00	<i>\$174.00</i>	<i>\$128.94</i>	\$161.00	
17	Sanyo PLC-XU73	\$213.00	\$125.00	<i>\$245.89</i>	\$116.00	<i>\$195.80</i>	<i>\$105.94</i>	\$184.00	
18	Sanyo PLC-XU75	\$188.00	\$130.00	<i>\$177.89</i>	\$116.00	<i>\$215.25</i>	<i>\$105.94</i>	\$168.00	
19	Sanyo PLC-XU78	\$188.00	\$130.00	<i>\$177.89</i>	\$116.00	<i>\$215.25</i>	<i>\$105.94</i>	\$168.00	
20	Sanyo PLC-XW250	\$160.00	\$150.00	<i>\$196.89</i>	\$126.00	<i>\$143.50</i>	<i>\$128.94</i>	\$142.00	
21	Smart UF55W	No Bid	\$160.00	<i>\$184.89</i>	<b>\$91.00</b>	<i>\$239.00</i>	<i>\$156.00</i>	\$183.00	
22	Smart UX60	No Bid	\$240.00	<i>\$343.89</i>	<b>\$219.00</b>	<i>\$269.00</i>	<i>\$157.50</i>	\$262.00	
23	Vivitek D927TW	\$335.00	No Bid	<i>\$287.89</i>	<i>\$104.00</i>	<i>\$229.00</i>	<i>\$233.88</i>	\$222.00	
24	Catalog Discount	0-30%	5%	10%	No Catalog Available	5-65%	5%	10%	

*Italics indicates non OEM part bid*

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING  
EDUCATIONAL ADMINISTRATIVE PROFESSIONALS' WEEK**

**RECOMMENDATION**

That the Board of Trustees approve the attached resolution proclaiming April 22-26, 2013 as Educational Administrative Professionals' Week in the Lamar Consolidated Independent School District.

**IMPACT/RATIONALE**

April 22-26, 2013 is proclaimed as the National Administrative Professionals' Week. Educational administrative professionals are valuable members of educational teams in schools and contribute in many ways beyond their traditional function as a secretary. Their assistance is invaluable in the daily activities of a school campus and the administrative operations of Lamar CISD.

Educational administrative professionals provide support for students and staff and are charged with providing accurate record keeping services which is highly important in an educational environment.

Educational administrative professionals serve as trusted communicators with parents and community members and their connection to the community fosters positive public relations for the District.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## Resolution

WHEREAS, **administrative professionals** are valuable members of educational teams in schools and their administrative operations; and

WHEREAS, educational **administrative professionals** contribute in many ways beyond their most recognizable function as a secretary; and

WHEREAS, their assistance is particularly important in the daily activities and operations of a school district; and

WHEREAS, they serve our educational community by providing support for students and staff; and

WHEREAS, educational **administrative professionals** assist school and District personnel as trusted communicators with parents and community members; and

WHEREAS, their connection to the community aids in communication and positive public relations within the community;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares the week of April 22– 26, 2013 as **Educational Administrative Professionals' Week**, and encourages members of the Lamar Consolidated Independent School District staff and community to express appreciation to our educational administrative professionals.

Adopted this 21<sup>st</sup> day of March 2013.

\_\_\_\_\_  
Michael Richard, President

\_\_\_\_\_  
Julie Thompson, Secretary



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

**RECOMMENDATION**

That the Board of Trustees approve the attached resolution proclaiming the week of April 15-19, 2013 as Librarians' Week in the Lamar Consolidated Independent School District.

**IMPACT/RATIONALE**

Librarians are valuable members of the education team in Lamar CISD schools. Campus librarians contribute to the education of all students in many ways that extend beyond their most recognizable function as the resource director for each campus.

School librarians serve as instructors for early literature appreciation and share their knowledge of literature as an important learning tool.

School librarians provide information about additional instructional resources for teachers and students. Their assistance is especially important as students learn the research process as part of the learning process.

School librarians are also important resource persons in curriculum development, textbook selection and reviewing instructional materials. Their knowledge of instructional technology and educational programs serves as an additional resource for students and staff.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## Resolution

WHEREAS, **school librarians** play a critical role in the education process through involvement in reading and research; and

WHEREAS; **school librarians** serve as an instructor for early literature appreciation and share a unique knowledge of literature as a way to learn and as a recreational pastime; and

WHEREAS, **school librarians** serve as a resource director for each campus, as well as providing instructional support for teachers and students; and

WHEREAS, **school librarians** teach students to use research as an extension of the learning process that will help students throughout their educational career; and

WHEREAS, **school librarians** play an important role in curriculum development, textbook selection and a review of instructional materials; and

WHEREAS, **school librarians** maintain a knowledge of instructional technology and educational programs that serve as a resource to students and staff;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Lamar Consolidated Independent School District declares the week of April 15-19, 2013 as **Librarians' Week**, and encourages all members of the Lamar Consolidated Independent School District staff and community to express appreciation to our school librarians.

Adopted this 21<sup>st</sup> day of March 2013

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Michael Richard, President

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Julie Thompson, Secretary

**CONSIDER APPROVAL OF RESOLUTION PROCLAIMING  
VOLUNTEER APPRECIATION WEEK**

**RECOMMENDATION:**

That the Board of Trustees approve the attached resolution proclaiming the week of April 15-19, 2013 as Volunteer Appreciation Week in the Lamar Consolidated Independent School District.

**IMPACT/RATIONALE:**

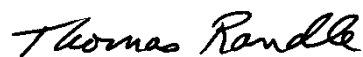
Parent and family involvement in children's lives is critical to their success as children and adults. Volunteering is one of the most important aspects of parent involvement in the public school setting.

Volunteers are invaluable to our schools, teachers and students, by helping them greatly extend and increase their resources.

The goal of Volunteer Appreciation Week is to call attention to value of the many volunteers in our public schools and to show appreciation for the service that they provide.

Submitted by: Mike Rockwood, Executive Director of Community Relations

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## Resolution

WHEREAS, parent and family involvement in children's lives is critical to their success as children and adults; and

WHEREAS, volunteering is one of the most important aspects of parent involvement; and

WHEREAS, volunteers are invaluable to our schools, teachers and students by greatly extending and increasing the District's resources; and

WHEREAS, the goal of Volunteer Appreciation Week is to bring a greater awareness and demonstrate appreciation for the many hours of labor provided by the volunteers in our schools;

NOW, THEREFORE, BE IT RESOVED THAT the Board of Trustees of the Lamar Consolidated Independent School District declares the week of April 15 – 19, 2013 to be **Volunteer Appreciation Week** in the Lamar Consolidated Independent School District.

Adopted this 21<sup>st</sup> day of March 2013 by the Lamar Consolidated Independent School District Board of Trustees.

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Michael Richard, President

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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:**

Hutchison activity fund donated \$13,000 to purchase promethean boards in grades third through fifth at Hutchison Elementary School.

Hutchison PTA donated \$10,000 to purchase and install promethean boards in grades third through fifth at Hutchison Elementary School.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF BOARD POLICIES**

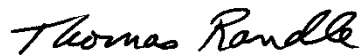
**RECOMMENDATION:**

That the Board of Trustees approve Localized Policy Manual Update 95.

**PROGRAM DESCRIPTION:**

The primary function of the Board of Trustees is to adopt policies for the operation of the District. Local policies are customized to provide a procedure to enforce the legal policies and district guidelines.

Recommended for approval:



Dr. Thomas Randle  
Superintendent

# 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

- A district can also return an employee to probationary contract status IN LIEU OF DISCHARGE, TERMINATION, OR NONRENEWAL.

A change at NEW PROBATIONARY PERIOD has been made to better match statutory language.

DFBB (LEGAL) TERM CONTRACTS  
NONRENEWAL

On page 3, an existing statutory provision has been added to this legally referenced policy to reflect the option provided by law for the district to have a HEARING EXAMINER appointed by the Commissioner of Education conduct a nonrenewal hearing instead of the board or an attorney designated by the board.

**Please note:** Our records reflect that your district has a student enrollment of at least 5,000. Please contact your policy consultant if our records are incorrect and your district has fewer than 5,000 students enrolled.

DFBB (LOCAL) TERM CONTRACTS  
NONRENEWAL

Recommended revisions to this local policy include:

- Updated cross-references to the reduction in force policies at items 9 and 10 in the list of REASONS for nonrenewal;
- The text at HEARING BY AN ATTORNEY DESIGNATED BY THE BOARD now refers to *employees* rather than *teachers* for consistency within the policy; and
- Also at HEARING BY AN ATTORNEY DESIGNATED BY THE BOARD, we have deleted the list of hearing procedures in lieu of a reference to the procedures at HEARING BY THE BOARD, since the procedures are essentially the same under either process.

**Please note:** Your district's current policy indicates that all nonrenewal hearings are held by the board or an attorney designated by the board. Please contact your policy consultant for alternative text if this does not reflect the practice in your district.

DFBB (EXHIBIT) TERM CONTRACTS  
NONRENEWAL

Recommended revisions to this exhibit simplify the text in the notice of proposed term contract nonrenewal and add two additional forms:

- A form for the district to document how the notice of proposed nonrenewal was delivered to the employee, in accordance with provisions from the last legislative session requiring an attempt at hand delivery; and
- A form to provide the employee notice that the board voted to nonrenew the employee's term 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  
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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 PRO-  
   GRAM

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

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### EHBE (LEGAL) SPECIAL PROGRAMS BILINGUAL EDUCATION/ESL

Extensive changes to this legally referenced policy on bilingual education are based on changes to the Administrative Code, effective May 28, 2012.

- The Administrative Code now uses the term “English language learner” rather than “limited English proficient,” but includes a DEFINITION clarifying that the terms can be used interchangeably.
- At LANGUAGE PROFICIENCY ASSESSMENT COMMITTEES (LPAC), on page 2, LPACs must discharge their duties within “20 school days” rather than “4 weeks.”
- In districts and grade levels without a bilingual education program, the MEMBERSHIP OF THE LPAC must include a campus administrator. See page 2.
- Additional details on administration of the HOME LANGUAGE SURVEY have been added on page 3.
- At PARENTAL NOTICE AND CONSENT, beginning on page 3, a district may now identify, exit, or place a student in a bilingual education program without written approval from the student's parent under certain circumstances.
- As reflected on page 4, BILINGUAL AND ESL PROGRAMS must be selected from one of the program models outlined in the Administrative Code, as listed at BILINGUAL EDUCATION PROGRAM MODELS and ESL PROGRAM MODELS on page 6.
- As mentioned above, because a DUAL LANGUAGE IMMERSION PROGRAM (DLIP) is considered part of the bilingual education program, these provisions were moved from EGA with some minor changes.
- At FACILITIES, on page 9, recent immigrant English language learners may only be enrolled in newcomer centers for two years before they are returned to their home campus.
- Documentation in a student's permanent record must be forwarded in the same manner as other student records to another school in which the student enrolls. See COOPERATION AMONG DISTRICTS on page 9.

Existing provisions from the Administrative Code were added at PROGRAM CONTENT, on page 5, to explain the elements that must be addressed in the ESL program; the required coordination between the ESL program and the regular education program; and to explain that the district must modify the instruction, pacing, and materials in bilingual and ESL programs to ensure that English language learners have a full opportunity to master the TEKS and that students participating in these programs may demonstrate mastery in either their home language or in English.

**Please note:** A district implementing a DLIP must have a local policy addressing certain aspects of the program. Please contact your policy consultant for sample language if your district has a DLIP.

### EIE (LEGAL) ACADEMIC ACHIEVEMENT RETENTION AND PROMOTION

A clarification from recent amendments to the Administrative Code has been added at EXCEPTION on page 3. The new language explains that a student in grades 5 or 8 may not be denied promotion to the next grade level because the student failed to perform satisfactorily on a reading or mathematics assessment intended for use above the student's grade level.

Minor rewording at STUDENTS WITH DYSLEXIA, on page 10, corresponds with terminology used in the revised Administrative Code rules.

# Explanatory Notes

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### 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 82<sup>nd</sup> 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.~~

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.

TERM CONTRACTS  
NONRENEWAL

DFBB  
(LOCAL)

~~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-



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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DFBB  
(LOCAL)

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.

TERM CONTRACTS  
NONRENEWAL

DFBB  
(LOCAL)

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.

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RECOMMENDATION

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal. The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations.

NOTICE OF  
PROPOSED  
NONRENEWAL

After the Board votes to propose nonrenewal, the Superintendent or designee shall deliver written notice of proposed nonrenewal in accordance with law.

If the notice of proposed nonrenewal does not contain a statement of the reason or all of the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal a reasonable time before the hearing. The initial notice or any subsequent notice shall contain the hearing procedures.

REQUEST FOR  
HEARING

If the employee desires a hearing after receiving the notice of proposed nonrenewal, the employee shall notify the Board in writing not later than the 15th day after the date the employee received the notice of proposed nonrenewal.

TERM CONTRACTS  
NONRENEWAL

DFBB  
(LOCAL)

When a timely request for a hearing on a proposed nonrenewal is received by the presiding officer, the Board shall notify the employee whether the hearing will be conducted by the Board [see HEARING BY THE BOARD, below] or an attorney designated by the Board [see HEARING BY AN ATTORNEY DESIGNATED BY THE BOARD, below].

In either case, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The employee shall be given notice of the hearing date as soon as it is set.

HEARING BY THE  
BOARD

Unless the employee requests that the hearing be open, the hearing shall be conducted in closed meeting with only the members of the Board, the employee, the Superintendent, their representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

HEARING  
PROCEDURES

The conduct of the hearing shall be under the presiding officer's control and shall generally follow the steps listed below:

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

A record of the hearing shall be made.

BOARD DECISION

The Board may consider only evidence presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not re-

TERM CONTRACTS  
NONRENEWAL

DFBB  
(LOCAL)

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

HEARING BY AN  
ATTORNEY  
DESIGNATED BY THE  
BOARD

The hearing must be private unless the employee requests in writing that the hearing be public, except that the attorney may close the hearing to maintain decorum. If the employee does not request a public hearing, only the attorney designated by the Board, the employee, the Superintendent, their representatives, and witnesses will be permitted to be in attendance, and witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the control of the attorney designated by the Board and shall generally follow the steps listed at HEARING BY THE BOARD.

Not later than the 15th day after the completion of the hearing, the attorney shall provide to the Board a record of the hearing and his or her recommendation on renewal.

BOARD REVIEW

The Board shall consider the record of the hearing and the attorney's recommendation at the first Board meeting for which notice can be posted, unless the parties agree in writing to a different date. The Board shall notify the employee of the meeting date as soon as it is set. At the meeting, the Board shall allow each party an equal amount of time to present oral arguments. The Board shall notify the employee in writing of the Board's decision on renewal not later than the 15th day after the date of the meeting.

NO HEARING

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

## 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.



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>
<del>NOTICE TO EMPLOYEES</del>	<del>The District shall inform employees of this policy.</del>
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.
<del>COMPLAINTS</del>	<del>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.</del>

PERSONNEL-MANAGEMENT RELATIONS  
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA  
(LOCAL)

~~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

DGBA  
(LOCAL)

~~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

DGBA  
(LOCAL)

**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.

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  
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA  
(LOCAL)

**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  
(LOCAL)

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-

PERSONNEL-MANAGEMENT RELATIONS  
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA  
(LOCAL)

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.~~

ACADEMIC ACHIEVEMENT  
RETENTION AND PROMOTION

EIE  
(LOCAL)

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.

ACADEMIC ACHIEVEMENT  
RETENTION AND PROMOTION

EIE  
(LOCAL)

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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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

ACADEMIC ACHIEVEMENT  
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  
(LOCAL)

### 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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STUDENT AND PARENT COMPLAINTS/GRIEVANCES

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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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STUDENT AND PARENT COMPLAINTS/GRIEVANCES

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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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STUDENT AND PARENT COMPLAINTS/GRIEVANCES

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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.

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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

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.

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

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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>

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(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

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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.

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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.
<del>COMPLAINTS</del>	<del>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.</del>
<del>EXCEPTIONS</del>	<del>This policy shall not apply to:</del> <ol style="list-style-type: none"><li><del>1. Complaints concerning instructional materials. [See EFA]</del></li><li><del>2. Complaints concerning a commissioned peace officer who is an employee of the District. [See GKE]</del></li></ol>
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.

<u>COMPLAINTS</u>	<u>In this policy, the terms "complaint" and "grievance" shall have the same meaning.</u>
<u>OTHER COMPLAINT PROCESSES</u>	<u>Complaints by members of the public shall be filed in accordance with this policy, except as provided below:</u>  <u>1. Complaints concerning instructional materials shall be filed in accordance with EFA.</u>  <u>2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with CKE.</u>
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.

**CONSIDER REVISION TO POLICY DFE (LOCAL)**

**RECOMMEDATION:**

That the Board of Trustees approve the Executive Director of Human Resources to accept any contract employee's resignation effective at any time during the contract period.

**PROGRAM DESCRIPTION:**

All resignations are submitted in writing to the Superintendent or designee. A change in Localized Policy Update 95 (LOCAL) now requires the board to approve by name the designee. Under this policy the Superintendent or Executive Director of Human Resources shall be authorized to accept a contract employee's resignation effective any time during the contract period.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**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.

**CONSIDER APPROVAL OF REQUEST FOR 2013 HISTORIC SITE EXEMPTION  
QUALIFICATION FOR THE GEORGE RANCH HISTORICAL PARK**

**RECOMMENDATION:**

That the Board of Trustees approve 2013 Historic Site Exemption Qualification for the George Ranch Historical Park.

**BACKGROUND INFORMATION:**

The Board of Trustees of Lamar Consolidated Independent School District has granted historical tax exemptions to the George Ranch Historical Park for the past several years. Historic site tax exemptions must be renewed on an annual basis.

In accordance with Board Policy CCG(LOCAL), the George Foundation has applied for a historical tax exemption for the taxes to be levied for the 2013-2014 school year.

<b>TAXPAYER</b>	<b>LOCATION/ TYPE OF PROPERTY</b>	<b>PROPERTY VALUE</b>	<b>ESTIMATED AMOUNT OF TAX RELIEF</b>
THE GEORGE FOUNDATION	THE GEORGE RANCH HISTORICAL PARK	\$12,096,355	\$168,145.38

Submitted by: Jill Ludwig, Chief Financial Officer

Recommended for approval:



Dr. Thomas Randle  
Superintendent

March 4, 2013

*Via email to kvacek@lcisd.org*

Dr. Thomas Randle  
Superintendent  
Lamar Consolidated Independent School District  
3911 Avenue I  
Rosenberg, Texas 77471

**Re: 2013 Ad Valorem Tax Exemption Application for Historic  
Site Exemption – The George Ranch Historical Park**


Dear Dr. Randle:

Enclosed please find the 2013 Historic Site Exemption Application for The George Ranch Historical Park, along with an acreage description.

Thank you very much for your consideration in this matter, and should you have questions, please feel free to give me a call.

Very truly yours,

THE GEORGE FOUNDATION



Sandra G. Thompson  
Chief Financial Officer

Enclosure

cc: Roland C. Adamson, Executive Director



# Application for Historic or Archeological Site Property Tax Exemption

Property Tax  
**Form 50-122**

Fort Bend Central Appraisal District

281-344-8623

Appraisal District's Name

Phone (area code and number)

2801 B. F. Berry Blvd. Rosenberg, Texas 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

2013

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

The George Foundation

Name of Property Owner

310 Morton St., PMB Suite C

Mailing Address

Richmond, Texas 77469

City, State, ZIP Code

Phone (area code and number)

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

individual     partnership     corporation     other (specify): Not-For-Profit, 501(c)(3) Tax Exempt Organization

Roland C. Adamson

Executive Director

Name of Person Preparing this Application

Title

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: .....

74-6043368

\* 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

The George Ranch Historical Park 10215 FM 762, Richmond, TX 77469

Address, City, State, ZIP Code

470.977 Acres - See Attached Detail

CAD #s R127514, R35055,

R46553,R33739,R386497

Legal Description (if known)

Appraisal District Account Number (if known)

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

Lamar Consolidated ISD

Fort Bend County

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

*Roland C. Adamson*  
Authorized Signature

3/4/13  
Date

Roland C. Adamson  
Printed Name

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.

The George Foundation  
 Attachment to Form 50-122  
 Application for Historic or Archeological Site Property Tax Exemption  
 2013

Step 3: Legal Description of Property	Account Number	CAD #
31.4220 Acres Peter Tal A-337	#0337-00-000-0011-901	R127514
65.4119 Acres John Jones A-41	#0041-00-000-0011-901	R33739
252.3200 Acres Wiley Martin A-56	#0056-00-000-0051-901	R35055
121.6150 Acres Wm Ryon A-368	#0368-00-000-0011-901	R46553
0.2081 Acres John Jones A-41	#0041-00-000-0012-901	R386497
<u>470.9770 Acres</u>		



**DISCUSSION AND ACTION ON 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 governing body of each jurisdiction has the option to grant or deny this exemption.*

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. Osborne Photography currently occupies this building.

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:



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

2013

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 REESER

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 REESER

Name of Person Preparing this Application

OWNER

Title

TDL# 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: Paula Reeser

Date: 1/15/2013

Printed Name: PAULA REESER

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.

**Paula**

---

**From:** "Charles Sadnick" <Charles.Sadnick@thc.state.tx.us>  
**To:** <lanhaiser@aol.com>  
**Sent:** Tuesday, February 01, 2011 9:10 AM  
**Attach:** RTHL signature.doc; 11FB02 marker invoice 2.1.2011.pdf  
**Subject:** 2011 Historical Marker Fee and RTHL Signature Form

Dear Bettye,

Congratulations! The THC Commissioners officially approved your historical marker application number 11FB02 for the Simonton School marker at their recently quarterly meeting. The marker fee of \$750 is now due, payable by March 17, 2011. Attached is a payment form and an RTHL signature form.

The Historical Marker Team  
Texas Historical Commission  
[www.thc.state.tx.us](http://www.thc.state.tx.us)

3/3/2013

## SIMONTON SCHOOL

IN 1893, SIMONTON COMMON SCHOOL DISTRICT NO. 10 FORMED. J. B. JAMISON AND J. W. MULLINS DEEDED LAND AT THIS SITE FOR A NEW FRAME SCHOOL IN 1911. IN 1925, NOTED HOUSTON ARCHITECT LOUIS GLOVER DESIGNED THIS TWO-STORY SCHOOL FOR NINE GRADES. THE ART DECO-STYLE BUILDING HAS A STUCCOED BRICK SYMMETRICAL FACADE WITH PORTICOES, GROUPED WINDOWS AND ORNAMENTATION TILES. CLASSROOMS WERE ON THE FIRST FLOOR, WITH AN AUDITORIUM, STAGE, DRESSING ROOMS AND KITCHEN ABOVE. THE FACILITY ALSO HOSTED COMMUNITY DANCES, SUPPERS, ELECTIONS, CHURCH SERVICES, AND HOME CANNING DURING THE GREAT DEPRESSION. LAMAR CONSOLIDATED ISD ANNEXED SIMONTON IN 1950

RECORDED TEXAS HISTORIC LANDMARK - 2011  
MARKER IS PROPERTY OF THE STATE OF TEXAS

## 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

**CONSIDER APPROVAL OF REVISED ELECTION ORDER AND NOTICE**

**RECOMMENDATION:**

That the Board of Trustees approve the revised 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.

**IMPACT/RATIONALE:**

The City of Kendleton has cancelled their election. Lamar CISD voters in Precinct 1002 will now vote at Friedens Church of Christ in Beasley on election day, May 11, 2013. Polling locations are attached for early voting (Attachment B) and election day, (Attachment D).

**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. 8<sup>th</sup> 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.)

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**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.)

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**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.)



## Early Voting Schedule - May 11, 2013 Joint Election

**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> ( <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 7:00 p.m. ( <i>8:00 a.m. a 7:00 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> )

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**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> )

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**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> )

Revised "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. 8 <sup>th</sup> 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. 8 <sup>th</sup> 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. 8<sup>th</sup> Street  
Richmond, TX

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 1002(p)  
Beasley, TX

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

**CONSIDER APPROVAL OF CSP #08-2013 FOR THE RENOVATIONS TO BOWIE  
ELEMENTARY, JACKSON ELEMENTARY, GEORGE JUNIOR HIGH, LAMAR  
CONSOLIDATED HIGH, AND TERRY HIGH SCHOOLS**

**RECOMMENDATION:**

That the Board of Trustees approve Durotech for the renovations to Bowie Elementary, Jackson Elementary, George Junior High, Lamar Consolidated High, and Terry High schools plus all alternates in the amount of \$ 5,796,475 and amend budget as necessary.

**IMPACT/RATIONALE:**

March 5, 2013 competitive sealed proposals were received. Seven (7) contractors submitted proposals. These renovations are budgeted for in the 2011 Bond Referendum. After review of all the proposals, VLK Architects, Gilbane, and the administration recommend Durotech.

**PROGRAM DESCRIPTION:**

Upon approval Durotech will begin the renovations to Bowie Elementary, Jackson Elementary, George Junior High, Lamar Consolidated High, and Terry High schools.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent



VLK | ARCHITECTS

March 5, 2013

Mr. Ed Bailey  
Program Director  
Lamar CISD 2006 Bond Program  
Gilbane Building Company  
1002 ½ East Stadium Drive  
Rosenberg, Texas 77471

Re: Lamar CISD Miscellaneous Renovations 2013 CSP # 08-2013  
VLK project # 1245.00

Dear Mr. Bailey:

On Tuesday, March 05, 2013, Competitive Sealed Proposals were received at the Lamar Consolidated Independent School District's Administration Building for the Miscellaneous Renovations 2013. Seven (7) Contractors submitted proposals.

Based on a review of the submitted proposals, accompanying proposal bonds and after evaluation of the proposals based on the districts selection criteria published in the specifications, per Education Code Chapter 44 and SB 669, and per our meeting with Gilbane and the evaluation committee, VLK Architects, hereby recommends that the Lamar Consolidated Independent School District Board of Trustees award the construction contract to **Durotech Inc. in the sum of Five Million Seven Hundred Ninety Six Thousand Four Hundred Seventy Five Dollars (\$5,796,475.00)**. This award includes the Base Proposal and Alternates #1, #2, #5, #6, #7, #8, and #9. Durotech Inc. is the highest ranked proposer based upon the proposed price and scoring of the published criteria and therefore represents the best value to the District.

Durotech Inc. is a Houston based general contractor that has been actively involved in the construction industry for many years and has successfully completed multiple school district projects. After discussions with their references, we feel they are well qualified to execute the requirements of this contract.

Should you have any questions, please do not hesitate to contact me.

Sincerely,  
VLK Architects

Todd J. Lien AIA  
Principal

CC: File

<b>Final Recommendation</b>	
<b>General Contractor Recommendation: Durotech</b>	
Base Proposal	= \$5,537,075.00
Accepted Alternates	= <u>\$259,400.00</u>
Base + Alternates	= \$5,796,475.00
<b>Total Contract Amount</b>	<b>\$5,796,475.00</b>

Firm	Overall Evaluation Score	Overall Rank	Evaluation Spread %	Total Proposal Amount	Proposal Spread \$\$\$
Bass Construction	90.22%	2	0.89%	\$ 5,983,000.00	\$274,000
Division One	82.07%	7	9.05%	\$ 6,042,800.00	\$333,800
Drymalla	88.11%	4	3.01%	\$ 6,045,678.00	\$336,678
Durotech	91.12%	1	0.00%	\$ 5,796,475.00	\$87,475
ICI Construction	86.28%	5	4.84%	\$ 5,709,000.00	\$0
Pyramid Constructors	85.92%	6	5.20%	\$ 6,093,952.00	\$384,952
Sterling Structures	88.29%	3	2.83%	\$ 5,899,300.00	\$190,300

**CONSIDER APPROVAL OF HVAC TESTING AND BALANCE CONSULTANT  
SERVICES FOR THE TERRY HIGH, GEORGE JUNIOR HIGH, AND  
JACKSON ELEMENTARY SCHOOL RENOVATION PROJECTS**

**RECOMMENDATION:**

That the Board of Trustees approve testing and balancing consultant services from Engineered Air Balance for the Terry High, George Junior High, and Jackson Elementary School renovation projects not to exceed \$43,030.

**IMPACT/RATIONALE:**

Testing and balancing services is a professional service that the District must contract directly. These funds were allocated within the 2011 Bond Budget. The testing and balancing will provide final adjustments to the HVAC equipment installed in the Terry High, George Junior High, and Jackson Elementary School projects.

**PROGRAM DESCRIPTION:**

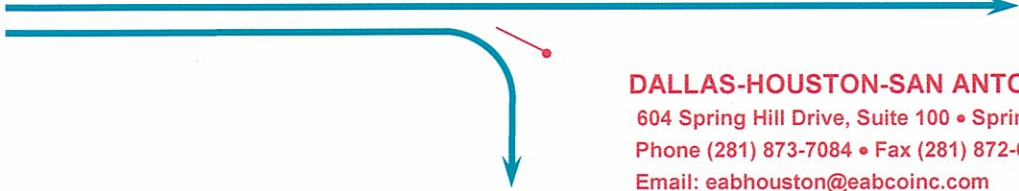
Testing and balancing services will generate reports that provide data that the contractor needs to make final adjustments to the HVAC system. This service insures that the HVAC systems are installed and operating correctly. Upon approval Engineered Air Balance will provide testing and balancing consulting services for the Terry High, George Junior High, and Jackson Elementary School projects.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent



**DALLAS-HOUSTON-SAN ANTONIO**

604 Spring Hill Drive, Suite 100 • Spring, Texas 77386  
Phone (281) 873-7084 • Fax (281) 872-6309  
Email: eabhouston@eabcoinc.com  
Website: www.eabcoinc.com

TO: Lamar CISD  
3911 Avenue I  
Rosenberg, Texas 77471

RE: Lamar CISD Miscellaneous  
Renovations 2013, George Junior  
High School, Jackson Elementary  
School & B. F. Terry High School

ATTENTION: Kevin McKeever

DATE: March 5, 2013

We are pleased to quote our services to test and balance the heating, ventilating, and air conditioning systems in the subject project. In particular, we are quoting our services per the Mechanical Plans dated February 13, 2013 and Specification Section 23 05 93 entitled "Testing, Balancing and Adjusting (TAB) of Environmental Systems."

- A. **George Junior High School (Chilled Water Balance Only) ..... \$ 13,245.00**
  - B. **Jackson Elementary School (Base Bid) ..... \$ 4,050.00**
  - C. **B. F. Terry High School..... \$ 25,735.00**
- TOTAL NET PRICE FOR THE ABOVE SERVICES..... \$ 43,030.00**

We thank you for the opportunity of quoting our services. This quote will expire thirty (30) days from the date shown above. Please reference this quote number on all correspondence. If we may be of further assistance, please contact our office.

Sincerely,

ENGINEERED AIR BALANCE CO., INC.  
  
 C. G. Conaway  
 Field Operations Manager

Please return this quote with your signature of approval.

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date of Acceptance



**CONSIDER APPROVAL OF FINAL PAYMENT FOR THE  
SECONDARY ACCESS DRIVE PROJECT**

**RECOMMENDATION:**

That the Board of Trustees approve the final payment of \$32,584.30 to Jerdon Enterprise for the completion of the secondary access drive.

**IMPACT/RATIONALE:**

Jerdon Enterprise was the contractor for the secondary access project. This project included a new drive to the south of the Satellite Transportation Site and a deceleration lane on FM 1093 at Bois'D'Arc Lane. Substantial completion was taken on July 31, 2012.

**PROGRAM DESCRIPTION:**

Upon approval, Jerdon Enterprise will be paid 100% for the secondary access drive project.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

# APPLICATION AND CERTIFICATION FOR PAYMENT

**TO CUSTOMER:** LAMAR CONSOLIDATED ISD 3911 AVENUE I PROJECT: LCSD/IMP/PROV FM1093 SATELLITE TRANS CTR APPLICATION NO : 009 FINAL  
 FROM CONTRACTOR: ROSENBERG TX 77471 VIA ARCHITECT: PBK 11 GREENWAY PLAZA, STE 2210 HOUSTON TX 77046  
 JERDON ENTERPRISE, L.P. 13403 REDFISH LANE STAFFORD TX 77477  
 CONTRACT FOR:

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

## CONTRACTORS APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet(s) with contract detail breakout is(are) attached.

1. ORIGINAL CONTRACT SUM: \$616,616.00
2. NET CHANGE BY CHANGE ORDERS: \$35,070.06
3. CONTRACT SUM TO DATE (Line 1+2): \$651,686.06
4. TOTAL COMPLETED & STORED TO DATE: \$651,686.06  
(Column G on Continuation Sheet(s))

5. RETAINAGE:
  - a. 0.00 % of Completed Work \$0.00  
(Column D+E on Continuation Sheet(s))
  - b. of Stored Material \$0.00  
(Column F on Continuation Sheet(s))

Total Retainage (Lines 5a+5b or Total in Column I on Continuation Sheet(s)) \$0.00  
 6. TOTAL EARNED LESS RETAINAGE: \$651,686.06  
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT: \$619,101.76  
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE: \$32,584.30

9. BALANCE TO FINISH, INCLUDING RETAINAGE: \$0.00  
(Line 3 less line 6)

CHANGE ORDER SUMMARY	
ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00
Total Approved this Month	\$0.00
<b>TOTALS</b>	<b>\$0.00</b>
<b>NET CHANGES by Change Order</b>	<b>\$35,070.06</b>

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

By: Jeff J. Jernon Date: 03/01/2013  
 By: Jerdon Holdings, LLC - General Partner  
 State of: TEXAS

County of: FORT BEND  
 Subscribed and sworn to before me this 1st day of Mar 2013  
 Notary Public: Terri Lynn Williams  
 My Commission Expires: 09/28/2014  
 September 28, 2014

## ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED: ..... \$: \_\_\_\_\_

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

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

**CONSIDER APPROVAL OF ASBESTOS ABATEMENT CONSULTING SERVICES  
FOR THE GEORGE JUNIOR HIGH ABATEMENT PROJECT**

**RECOMMENDATION:**

That the Board of Trustees approve Environmental Services, Inc. (ESI) to provide asbestos consulting services for the abatement projects at George Junior High not to exceed \$10,240.

**IMPACT/RATIONALE:**

The 2011 Bond referendum included the renovations to George Junior High. This abatement project must be monitored by a State of Texas licensed asbestos consultant. Reports will be sent to the Texas Department of State Health Services ten days prior to the work starting and after the completion. This allows the state inspectors time to schedule inspections during the abatement project. ESI will monitor the project and perform air monitoring before, during and after the process. ESI will also confirm the asbestos disposal requirements are satisfied.

**PROGRAM DESCRIPTION:**

Upon approval ESI will provide asbestos monitoring services for the George Junior High asbestos abatement project.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

March 5, 2013

Sent via e-mail: sroberts@gilbaneco.com

**Copy to:**

Mr. Kevin McKeever, LCISD (mckeever@lcisd.org)

Lamar Consolidated I.S.D.  
3911 Avenue I  
Rosenberg, Texas 77471  
c/o Ms. Stefanie Roberts, Gilbane Building Company

**Re: Proposal for Asbestos Abatement Consulting  
George Jr. High School, Pipe Fitting Insulation  
4601 Airport Road, Rosenberg, Texas  
ESI Proposal No. 13030545**

Dear Ms. Roberts:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services for work throughout George Jr. High School located at 4601 Airport Road in Rosenberg, Texas. ESI will provide the necessary professional services to assist Lamar Consolidated I.S.D. c/o Gilbane Building Company in successfully managing environmental issues in a cost-effective manner. ESI proposes to perform asbestos project management services to assist with the removal of approximately 1,000 linear feet of pipe fittings throughout George Jr. High School to accommodate renovations. These services will include preparation of the project scope of work procedures, perform on-site monitoring services during removal, and submit a final report of the abatement activities. ESI's costs are based on the contractors time bid of ten days for an estimated cost of **\$7,580 to \$10,240**. A detailed cost breakdown is included herein.

### **Asbestos Consulting Services**

ESI proposes to prepare abatement scope of work procedures, obtain contractor(s) pricing for removal, perform on-site monitoring, project management, if necessary, and prepare a final report for the removal of asbestos-containing materials. These services will be performed by personnel properly trained and licensed in asbestos.

**Abatement Scope of Work Procedures:** ESI will prepare and provide Abatement Scope of Work Procedures which will include the scope of Work, any scheduling requirements, submittal requirements, work area preparation procedures, minimum removal requirements, minimum worker protection requirements, final work area clean-up and decontamination, air monitoring to be performed during the project, clearance levels of work area, and asbestos disposal requirements.

**Project Monitoring:** ESI proposes to provide Project Monitoring services to include providing an on-site, full-time Project Monitor during the specified abatement project. Project Monitoring will be performed by properly licensed personnel, with analysis by personnel NIOSH 582 Certified. The Project Monitor will conduct on-site inspections to observe the performance and progress of the abatement contractor and document the contractor's general compliance with removal work procedures, and applicable City, State and Federal regulations, respond promptly to all questions from the abatement contractor by referring to the work procedures, or applicable regulations, maintain on-site field documentation, perform asbestos air monitoring, and conduct air clearance in general compliance with applicable regulations.

The removal contractor is expected to maintain and enforce his own occupational safety and health program in compliance with Local, State and Federal codes. ESI will not be responsible for contractor's OSHA requirements.

**Asbestos Abatement Documentation Report:** After the abatement work is completed, ESI will provide an Asbestos Abatement Documentation Report. The final report will document the project activities and laboratory analysis and will include abatement scope of work procedures, daily field documentation of work accomplished, laboratory test results including, and a reviewed list of contractor submittals. All pertinent data will be included within this asbestos abatement report for your documentation of how the abatement was accomplished, under what procedures, and air monitoring results.

**Fee Estimate**

ESI proposes to provide the necessary personnel, equipment and supplies for asbestos evaluations and consulting services on a time-and-materials basis in accordance with our current Standard Fee Schedule. ESI's costs are based on the contractors time bid of ten days for an estimated cost of **\$7,580 to \$10,240**. Below is an estimate of costs associated with this project.

**Asbestos Abatement Consulting**

**Abatement Scope of Work Procedures**

Estimate ..... \$ 300 to \$ 500

**Project Management Labor**

Project Manager, 6-8 hours @ \$80/hr ..... \$ 480 to \$ 640

On-Site Project Manager, 100-120 hours @ \$60/hr <sup>(1)</sup> ..... 6,000 to 7,200

**Final Report**

Estimate ..... \$ 300 to \$ 500

**Other Direct Costs**

TEM Final Air Clearance Samples, 0-10samples @ \$80/ea <sup>(2)</sup> ..... \$ 0 to \$ 800

Mileage expenses ..... 500 to 600

**Total Estimated Cost ..... \$ 7,580 to \$ 10,240**

<sup>(1)</sup> Project Monitor cost includes: pumps, microscope, and supply expenses.

<sup>(2)</sup> Transmission Electron Microscope (TEM) Final Air Clearance samples will be reported in structures per millimeter square (s/mm<sup>2</sup>) and analyzed reported on a 12-hour turn-around following receipt from the laboratory.

## Project Authorization

If this proposal meets with your approval, please execute this authorization and return a copy to ESI or issue a purchase order referencing this proposal.

## Project Terms

Client will pay Environmental Solutions, Inc. (ESI) for services and expenses in accordance with the Proposal. Invoices are due and payable by Client within 30 days of the invoice date. Past due amounts are subject to a charge of one percent per month until full payment is made. Client agrees to pay ESI's attorney's fees, interest, and all other costs incurred in collecting past due amounts. In addition to the services proposed and/or performed, the Client is responsible for all other services requested and obligated to pay as stated herein. The Client is responsible for payment whether the results produced by ESI may contain conclusions unfavorable to the Client.

ESI represents that it will perform services for the Client using that degree of care and skill ordinarily exercised by persons performing similar services under similar conditions in the same geographic region. ESI's liability for services, if any, shall be limited to remedies for breach of contract in favor of only those persons with whom ESI has a direct contractual obligation to perform services. ESI can not be responsible for waste manifests and tracking thereof, unless specifically requested. ESI is not liable for alleged defects in services performed by third parties or anyone with whom ESI does not have direct contractual relationship and under no circumstances shall exceed the greater of fees for the service(s). The client is responsible for payment of time charges and expenses resulting from any required response by ESI, its subsidiaries or employees to whom subpoenas are issued in connection with work performed under this contract. Charges for litigation support are based on one and one half times current fee schedules in effect at that time.

The client acknowledges that ESI has neither created nor contributed to the creation or existence of any hazardous, toxic or otherwise dangerous substances or conditions at the site, and that ESI's compensation is not commensurate with the potential risk of injury or loss that may be caused by foresaid. Accordingly, the client waives any claim against ESI, its agents, and employees to the extent allowed by law for injury or loss sustained by any party alleged to arise out of ESI's performance of services. ESI is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence. The Client recognizes and agrees that all testing and remediation methods have reliability limitations, that no method or number of sampling locations can guarantee identification. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency, laboratory services or other service, including cost, have been considered in the Client's selection of services. Client agrees that he has knowledgeably accepted these limitations and the risks attendant thereon and that ESI's services shall be considered non-conforming or deficient only to the extent that the services selected by the Client are not performed with reasonable competence in accordance with the scope of services. Client further agrees to disclose and locate all utilities and known hazardous or toxic material at the location of service requested and/or performed. Client agrees to indemnify and hold harmless ESI from all claims, suits, losses, personal injuries, death and property liability resulting from damage or injury to hidden conditions.



Unless rights are otherwise expressly reserved, documents, forms and/or software prepared by ESI or its subcontractors shall, upon final receipt of payment, become the property of Client. Additionally, any information or document(s) prepared by ESI are not intended to be suitable for use by, or relied upon by, anyone other than the Client without ESI's written permission and that ESI's fees do not reflect the expanded scope of risk presented by unintended or third parties use of or reliance on. Any such use will be at the Client's or third party's sole risk. However ESI reserves its rights as to any proprietary information employed in producing the documents or supporting data to freely use and retain copies of for its records. Upon delivery to Client, ESI shall have no further obligation to retain the documents.

We appreciate the opportunity that Lamar Consolidated I.S.D. c/o Gilbane Building Company has given Environmental Solutions, Inc. in submitting this proposal and we look forward to working with you. Should you have any questions, or require additional information please call 713-934-9944.

Sincerely,  
**Environmental Solutions, Inc.**

  
Jerry P. Heard  
Manager of Environmental Services

JPH (13030545 pro)

**A C C E P T E D:**

**LAMAR CONSOLIDATED I.S.D. C/O GILBANE BUILDING COMPANY**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CONSIDER APPROVAL OF ASBESTOS ABATEMENT CONSULTING SERVICES  
FOR THE TERRY HIGH ABATEMENT PROJECT**

**RECOMMENDATION:**

That the Board of Trustees approve Environmental Services, Inc. (ESI) to provide asbestos consulting services for the abatement projects at Terry High School not to exceed \$7,220.

**IMPACT/RATIONALE:**

The 2011 Bond referendum included the renovations to Terry High School. This abatement project must be monitored by a State of Texas licensed asbestos consultant. Reports will be sent to the Texas Department of State Health Services ten days prior to the work starting and after the completion. This allows the state inspectors time to schedule inspections during the abatement project. ESI will monitor the project and perform air monitoring before, during and after the process. ESI will also confirm the asbestos disposal requirements are satisfied.

**PROGRAM DESCRIPTION:**

Upon approval ESI will provide asbestos monitoring services for the Terry High School asbestos abatement project.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent



March 5, 2013

Sent via e-mail: sroberts@gilbaneco.com

**Copy to:**

Mr. Kevin McKeever, LCISD (mckeever@lcisd.org)

Lamar Consolidated I.S.D.  
3911 Avenue I  
Rosenberg, Texas 77471  
c/o Ms. Stefanie Roberts, Gilbane Building Company

**Re: Proposal for Asbestos Abatement Consulting  
Terry High School, Ag Wing  
5500 Avenue N., Rosenberg, Texas  
ESI Proposal No. 13030544**

Dear Ms. Roberts:

Environmental Solutions, Inc. (ESI) is pleased to submit our proposal for providing asbestos consulting services for work in the Ag Wing at Terry High School located at 5500 Avenue N. in Rosenberg, Texas. ESI will provide the necessary professional services to assist Lamar Consolidated I.S.D. c/o Gilbane Building Company in successfully managing environmental issues in a cost-effective manner. ESI proposes to perform asbestos project management services to assist with the removal of approximately 4,400 square feet of floor tile and mastic in the Ag Wing at Terry High School to accommodate renovations. These services will include preparation of the project scope of work procedures, perform on-site monitoring services during removal, and submit a final report of the abatement activities. ESI's costs are based on the contractors time bid of five days for an estimated cost of **\$5,610 to \$7,220**. A detailed cost breakdown is included herein.

### **Asbestos Consulting Services**

ESI proposes to prepare abatement scope of work procedures, obtain contractor(s) pricing for removal, perform on-site monitoring, project management, if necessary, and prepare a final report for the removal of asbestos-containing materials. These services will be performed by personnel properly trained and licensed in asbestos.

**Abatement Scope of Work Procedures:** ESI will prepare and provide Abatement Scope of Work Procedures which will include the scope of Work, any scheduling requirements, submittal requirements, work area preparation procedures, minimum removal requirements, minimum worker protection requirements, final work area clean-up and decontamination, air monitoring to be performed during the project, clearance levels of work area, and asbestos disposal requirements.

**Project Monitoring:** ESI proposes to provide Project Monitoring services to include providing an on-site, full-time Project Monitor during the specified abatement project. Project Monitoring will be performed by properly licensed personnel, with analysis by personnel NIOSH 582 Certified. The Project Monitor will conduct on-site inspections to observe the performance and progress of the abatement contractor and document the contractor's general compliance with removal work procedures, and applicable City, State and Federal regulations, respond promptly to all questions from the abatement contractor by referring to the work procedures, or applicable regulations, maintain on-site field documentation, perform asbestos air monitoring, and conduct air clearance in general compliance with applicable regulations.

The removal contractor is expected to maintain and enforce his own occupational safety and health program in compliance with Local, State and Federal codes. ESI will not be responsible for contractor's OSHA requirements.

**Asbestos Abatement Documentation Report:** After the abatement work is completed, ESI will provide an Asbestos Abatement Documentation Report. The final report will document the project activities and laboratory analysis and will include abatement scope of work procedures, daily field documentation of work accomplished, laboratory test results including, and a reviewed list of contractor submittals. All pertinent data will be included within this asbestos abatement report for your documentation of how the abatement was accomplished, under what procedures, and air monitoring results.

**Fee Estimate**

ESI proposes to provide the necessary personnel, equipment and supplies for asbestos evaluations and consulting services on a time-and-materials basis in accordance with our current Standard Fee Schedule. ESI's costs are based on the contractors time bid of five days for an estimated cost of **\$5,610 to \$7,220**. Below is an estimate of costs associated with this project.

**Asbestos Abatement Consulting**

**Abatement Scope of Work Procedures**

Estimate ..... \$ 300 to \$ 500

**Project Management Labor**

Project Manager, 2-4 hours @ \$80/hr ..... \$ 160 to \$ 320

On-Site Project Manager, 50-60 hours @ \$60/hr <sup>(1)</sup> ..... 3,000 to 3,600

**Final Report**

Estimate ..... \$ 300 to \$ 500

**Other Direct Costs**

TEM Final Air Clearance Samples, 20-25 samples @ \$80/ea <sup>(2)</sup> ..... \$ 1,600 to \$ 2,000

Mileage expenses ..... \$ 250 to \$ 300

**Total Estimated Cost** ..... **\$ 5,610** to **\$ 7,220**

<sup>(1)</sup> Project Monitor cost includes: pumps, microscope, and supply expenses.

<sup>(2)</sup> Transmission Electron Microscope (TEM) Final Air Clearance samples will be reported in structures per millimeter square (s/mm<sup>2</sup>) and analyzed reported on a 12-hour turn-around following receipt from the laboratory.

## **Project Authorization**

If this proposal meets with your approval, please execute this authorization and return a copy to ESI or issue a purchase order referencing this proposal.

## **Project Terms**

Client will pay Environmental Solutions, Inc. (ESI) for services and expenses in accordance with the Proposal. Invoices are due and payable by Client within 30 days of the invoice date. Past due amounts are subject to a charge of one percent per month until full payment is made. Client agrees to pay ESI's attorney's fees, interest, and all other costs incurred in collecting past due amounts. In addition to the services proposed and/or performed, the Client is responsible for all other services requested and obligated to pay as stated herein. The Client is responsible for payment whether the results produced by ESI may contain conclusions unfavorable to the Client.

ESI represents that it will perform services for the Client using that degree of care and skill ordinarily exercised by persons performing similar services under similar conditions in the same geographic region. ESI's liability for services, if any, shall be limited to remedies for breach of contract in favor of only those persons with whom ESI has a direct contractual obligation to perform services. ESI can not be responsible for waste manifests and tracking thereof, unless specifically requested. ESI is not liable for alleged defects in services performed by third parties or anyone with whom ESI does not have direct contractual relationship and under no circumstances shall exceed the greater of fees for the service(s). The client is responsible for payment of time charges and expenses resulting from any required response by ESI, its subsidiaries or employees to whom subpoenas are issued in connection with work performed under this contract. Charges for litigation support are based on one and one half times current fee schedules in effect at that time.

The client acknowledges that ESI has neither created nor contributed to the creation or existence of any hazardous, toxic or otherwise dangerous substances or conditions at the site, and that ESI's compensation is not commensurate with the potential risk of injury or loss that may be caused by foresaid. Accordingly, the client waives any claim against ESI, its agents, and employees to the extent allowed by law for injury or loss sustained by any party alleged to arise out of ESI's performance of services. ESI is solely responsible for the performance of this Agreement, and no parent, subsidiary or affiliated company, or any of its directors, officers, employees, or agents shall have any legal responsibility hereunder, whether in contract or tort, including negligence. The Client recognizes and agrees that all testing and remediation methods have reliability limitations, that no method or number of sampling locations can guarantee identification. The Client further acknowledges and agrees that reliability of testing or remediation varies according to the sampling frequency, laboratory services or other service, including cost, have been considered in the Client's selection of services. Client agrees that he has knowledgeably accepted these limitations and the risks attendant thereon and that ESI's services shall be considered non-conforming or deficient only to the extent that the services selected by the Client are not performed with reasonable competence in accordance with the scope of services. Client further agrees to disclose and locate all utilities and known hazardous or toxic material at the location of service requested and/or performed. Client agrees to indemnify and hold harmless ESI from all claims, suits, losses, personal injuries, death and property liability resulting from damage or injury to hidden conditions.



Unless rights are otherwise expressly reserved, documents, forms and/or software prepared by ESI or its subcontractors shall, upon final receipt of payment, become the property of Client. Additionally, any information or document(s) prepared by ESI are not intended to be suitable for use by, or relied upon by, anyone other than the Client without ESI's written permission and that ESI's fees do not reflect the expanded scope of risk presented by unintended or third parties use of or reliance on. Any such use will be at the Client's or third party's sole risk. However ESI reserves its rights as to any proprietary information employed in producing the documents or supporting data to freely use and retain copies of for its records. Upon delivery to Client, ESI shall have no further obligation to retain the documents.

We appreciate the opportunity that Lamar Consolidated I.S.D. c/o Gilbane Building Company has given Environmental Solutions, Inc. in submitting this proposal and we look forward to working with you. Should you have any questions, or require additional information please call 713-934-9944.

Sincerely,  
**Environmental Solutions, Inc.**

  
Jerry P. Heard  
Manager of Environmental Services

JPH (13030544 pro)

**A C C E P T E D:**

**LAMAR CONSOLIDATED I.S.D. C/O GILBANE BUILDING COMPANY**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CONSIDER APPROVAL OF ASBESTOS ABATEMENT BID FOR THE  
GEORGE JUNIOR HIGH RENOVATION PROJECT**

**RECOMMENDATION:**

That the Board of Trustees approve Arc Abatement for the asbestos abatement for the renovations to George Junior High School in the amount of \$30,800 and amend budget as necessary.

**IMPACT/RATIONALE:**

March 5, 2013 bids were received. Three (3) contractors submitted proposals. This project is budgeted in the 2011 Bond Referendum. After review of all the bids, Gilbane and the administration recommend Arc Abatement.

**PROGRAM DESCRIPTION:**

Upon approval Arc Abatement will begin preparing for the abatement process to begin June 5, 2013 prior to construction of the renovations to George Junior High School.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent

March 5, 2013

Sent via e-mail: sroberts@gilbaneco.com

**Copy to:**

Mr. Kevin McKeever, LCISD (mckeever@lcisd.org)

Lamar Consolidated I.S.D.  
3911 Avenue I  
Rosenberg, Texas 77471  
c/o Ms. Stefanie Roberts, Gilbane Building Company

**Re: Asbestos Abatement Bid Tabulation  
George Jr. High School, Pipe Fitting Insulation  
4601 Airport Road , Rosenberg, Texas  
ESI Project No.: LC13.03**

Dear Ms. Roberts:

Attached is a bid tabulation and bid received for the removal of asbestos-containing pipe fitting insulation at George Jr. High School at 4601 Airport Road in Rosenberg, Texas.

ARC Abatement, Inc. is the apparent low bidder for a lump sum bid of **\$30,800.00**.

Texas Department of State Health Services (DSHS), Asbestos Reporting Unit (ARU) Fees will be invoiced to the Owner and are estimated at **\$90.00**.

We look forward to working with you on this project. If you have any questions, please do not hesitate to call us at 713-934-9944.

Sincerely,  
**Environmental Solutions, Inc.**

  
Jerry P. Heard  
Manager of Environmental Services

JPH (LC13.03 tab)

Enclosures: 1) Bid Tabulation, 2) Bids Received

**Asbestos Abatement Bid Tabulation**  
**George Jr. High School**  
**4601 Airport Road , Rosenberg, Texas**  
 ESI Project No.: LC13.03

<b>Asbestos Abatement</b>			
<b>Contractor</b>	<b>ARC</b>	<b>LVI</b>	<b>AAR</b>
<b>Lump Sum Bid</b>	<b>\$ 30,800.00</b>	\$36,580.00	\$57,052.00
No. of 8-10 hr. Shifts	<b>10</b>	5	10
<b>DSHS, ARU Fees <sup>(1)</sup></b>	\$90.00	\$90.00	\$90.00

**Notes:**

ARC = ARC Abatement, Inc.

LVI = LVI Environmental Services, Inc.

AAR = AAR, Incorporated

<sup>(1)</sup> = DSHS, ARU = Texas Department of State Health Services (DSHS), Asbestos Reporting Unit  
 (ARU) Fees will be invoiced to the Owner.

**CONSIDER APPROVAL OF ASBESTOS ABATEMENT BID FOR THE  
TERRY HIGH SCHOOL RENOVATION PROJECT**

**RECOMMENDATION:**

That the Board of Trustees approve AAR for the asbestos abatement for the renovations to Terry High School in the amount of \$9,861 and amend budget as necessary.

**IMPACT/RATIONALE:**

March 5, 2013 bids were received. Three (3) contractors submitted proposals. This project is budgeted in the 2011 Bond Referendum. After review of all the bids, Gilbane and the administration recommend AAR.

**PROGRAM DESCRIPTION:**

Upon approval AAR will begin preparing for the abatement process to begin June 5, 2013 prior to construction of the renovations to Terry High School.

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

Recommended for approval:



Dr. Thomas Randle  
Superintendent



March 5, 2013

Sent via e-mail: sroberts@gilbaneco.com

**Copy to:**

Mr. Kevin McKeever, LCISD (mckeever@lcisd.org)

Lamar Consolidated I.S.D.  
3911 Avenue I  
Rosenberg, Texas 77471  
c/o Ms. Stefanie Roberts, Gilbane Building Company

**Re: Asbestos Abatement Bid Tabulation  
Terry High School, Ag Wing  
5500 Avenue N., Rosenberg, Texas  
ESI Project No.: LC13.02**

Dear Ms. Roberts:

Attached is a bid tabulation and bid received for the removal of asbestos-containing floor tile and mastic from the Ag Wing at Terry High School at 5500 Avenue N. in Rosenberg, Texas.

AAR Incorporated is the apparent low bidder for a lump sum bid of **\$9,861.00**.

Texas Department of State Health Services (DSHS), Asbestos Reporting Unit (ARU) Fees will be invoiced to the Owner and are estimated at **\$750**.

We look forward to working with you on this project. If you have any questions, please do not hesitate to call us at 713-934-9944.

Sincerely,  
**Environmental Solutions, Inc.**

  
Jerry P. Heard  
Manager of Environmental Services

JPH (LC13.02 tab)

Enclosures: 1) Bid Tabulation, 2) Bids Received

**Asbestos Abatement Bid Tabulation**  
**Terry High School, Ag Wing**  
**5500 Avenue N., Rosenberg, Texas**  
 ESI Project No.: LC13.02

<b>Asbestos Abatement</b>			
<b>Contractor</b>	<b>AAR</b>	<b>ARC</b>	<b>LVI</b>
<b>Lump Sum Bid</b>	<b>\$ 9,861.00</b>	\$11,800.00	\$16,540.00
No. of 8-10 hr. Shifts	<b>3</b>	5	8
<b>DSHS, ARU Fees <sup>(1)</sup></b>	\$750.00	\$750.00	\$750.00

**Notes:**

AAR = AAR, Incorporated

ARC = ARC Abatement, Inc.

LVI = LVI Environmental Services, Inc.

<sup>(1)</sup> = DSHS, ARU = Texas Department of State Health Services (DSHS), Asbestos Reporting Unit (ARU) Fees will be invoiced to the Owner.

**CONSIDER APPROVAL OF DESIGN DEVELOPMENT  
FOR THE RENOVATIONS TO TRAYLOR STADIUM**

**RECOMMENDATION:**

That the Board of Trustees approve the design development for the renovations to Traylor Stadium as presented by PBK Architects.

**IMPACT/RATIONALE:**

The 2011 Bond Referendum included renovations to Traylor Stadium. PBK Architects will be presenting the design development for the renovations. 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

**DISCUSSION AND ACTION ON BOARD OPERATING PROCEDURES**

**IMPACT/RATIONALE:**

In effective school systems, the Superintendent and the Board function as a “Team of Eight.” A structured approach to developing a vision for the district and setting goals is enhanced by first developing a system of standard operating procedures. The School Board is the corporate policy making body for the district, and the Superintendent and staff provide the leadership to cause Board policies to be implemented.

Resource person: Mr. Michael Richard, President-Board of Trustees  
Dr. Thomas Randle, Superintendent

Recommended for approval:



Dr. Thomas Randle  
Superintendent

## **CONSIDER APPROVAL OF STUDENT TRIP REQUEST**

### **RECOMMENDATION:**

That the Board of Trustees approve out-of-state travel for Foster High School CTE DECA team to travel to the National DECA contest in Anaheim, California on April 23 – 28, 2013.

### **IMPACT/RATIONALE:**

Foster High School students and their sponsor, Gina Walker, request permission to travel to Anaheim, California for the DECA International Career Development Conference. The contest will be from April 23 – 28, 2013. The approximate cost for the students and sponsors will be \$6,000. This cost includes meals, airfare, lodging, registration fees, and ground transportation. The expenses for the trip will be paid from the District's Career and Technical Education (CTE) budget and campus activity fund. This amount could become more if any or all alternates are asked to compete.

### **BACKGROUND INFORMATION:**

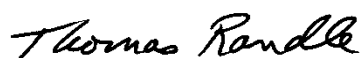
Cesar Dominguez, Taylor Hickson, and Micah Peterson of Foster HS competed at the state contest in Corpus Christi as part of Foster's DECA chapter. They will be competing in the Entrepreneurship Innovation Plan event in Anaheim, CA.

Foster DECA has one student categorized as an alternative; Paige Gallien in Retail Merchandising Individual Event. Terry DECA has four students categorized as alternates as well; they are Team 1: Megan Grant and Catherine Rocha, Team 2: Will Vaughan and John Wardlaw. Both teams from THS noted as alternates competed in Sports and Entertainment Marketing Team Event. Lamar DECA has two students that are alternates; Hina Afsar and Tazeem Gulamhusein in the Buying and Merchandising Team Decision Making Event.

Alternates will not be notified until after March 20, 2012 if they are called to compete.

Submitted by: Tracie Holub, Director, Career and Technical Education  
Walter Bevers, Executive Director, Secondary Education

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**CONSIDER APPROVAL OF THE LAMAR CISD STUDENT CODE OF CONDUCT  
AND SECONDARY DRESS CODE FOR 2013-2014 SCHOOL YEAR**

**RECOMMENDATION:**

That the Board of Trustees approve the Lamar CISD Student Code of Conduct and Secondary Dress Code for the 2013-2014 school year.

**IMPACT/RATIONAL:**

The Texas Education Code (TEC), Chapter 37, Discipline, Law and Order, requires each school district to adopt a Student Code of Conduct. Changes for the 2013-2014 LCISD Student Code of Conduct and Secondary Dress Code were developed by a committee composed of campus and district level administrators. The District-wide Student Improvement Council (DSIC) reviewed a draft of the Student Code of Conduct and Secondary dress code on March 6, 2013, and approved it for Board consideration.

**PROGRAM DESCRIPTION:**

The proposed 2013-2014 Student Code of Conduct and Secondary Dress Code is provided under separate cover, with recommended changes highlighted. Summary of major revisions is attached.

Once the Board approves this document, it will be translated into Spanish prior to printing. It will be distributed at the beginning of the school year to students and parents as a separate section in the elementary and secondary student handbooks.

Submitted by: Laura Lyons, Executive Director of Elementary Education  
Dr. Walter Bevers, Executive Director of Secondary Education

Recommended for approval:



Dr. Thomas Randle  
Superintendent

**Student Code of Conduct  
2013-2014**

**Proposed Revisions**

<b>Page &amp; Topic</b>	<b>Omit/Replace/Add</b>
Page 5 General Conduct Violations - Mistreatment of Others	Added physical conflict, or confrontation
Page 6 General Conduct Violations - Possession of Telecommunications or Other Electronic Devices	The time frame for grades seventh and eighth is the first bell in the morning until the last bell at the end of the day.
Page 7 Discipline Management Techniques – Student with Disabilities	Removed wording that was confusing and not in compliance with new legislation.
Page 8 Discipline Management Techniques – Notification	Notification to parent/guardian will be made within one school day after the administrator becomes aware of the violation.
Page 8, 13 Appeals	Removed FNG (Local) Policy referenced. The decision to place a student in a DAEP cannot be appealed beyond the Executive Director.
Page 10, 11, 12 DAEP Placement	Moved offenses from Mandatory to Discretionary
Page 21, 22 Special Education Students	Cleaned up language to match federal law
Page 22 Code of Conduct Summary	In case of conflict between the student handbook, the Student Code of Conduct and Board Policy, the Board Policy will prevail.
Page 24, 27, 28, 30, 31, 32 Glossary	Revised or added glossary definition

**INFORMATION ITEM: QUARTERLY ACADEMIC UPDATE**

During the Board/Superintendent team planning session, the Board asked the Superintendent to develop a set of key indicators from the district improvement plan for quarterly reports to the Board. The purpose of the quarterly report is to keep the focus of the Board, the administration, and the district on student performance. This workshop will focus on academic challenges and the effort of the district to meet the highest expectations of the state accountability system.

Resource Person: Dr. Thomas Randle, Superintendent



**INFORMATION ITEM: STATE OF TEXAS ASSESSMENTS OF ACADEMIC READINESS  
(STAAR) RESULTS -- GRADES 3-8, SPRING 2012**

The below represent the results from Grades 3-8 for Spring, 2012. These results were released at the end of January, 2013, after the Texas Education Agency completed the norming of the test. These results are reported at the Phase-In “Meets Standards” level as currently adopted by the agency. These standards will be incrementally increased in 2014 and 2015, and finally lead to the Panel Recommended levels in 2016. This will allow campuses and districts time to adjust instruction and curriculum to meet the more rigorous STAAR test.

Table Set I – District STAAR Results Compared to State Results

<b>Grade 3 STAAR Results</b>				
	<b>Math</b>		<b>Reading</b>	
<b>Student Group</b>	<b>LCISD</b>	<b>State</b>	<b>LCISD</b>	<b>State</b>
All Students	74%	68%	82%	76%
African American	65%	50%	80%	66%
Hispanic	67%	64%	75%	71%
White	87%	79%	92%	86%
Economically Dis.	64%	60%	72%	69%

<b>Grade 4 STAAR Results</b>						
	<b>Math</b>		<b>Reading</b>		<b>Writing</b>	
<b>Student Group</b>	<b>LCISD</b>	<b>State</b>	<b>LCISD</b>	<b>State</b>	<b>LCISD</b>	<b>State</b>
All Students	76%	68%	81%	77%	77%	71%
African American	68%	52%	76%	66%	74%	61%
Hispanic	71%	64%	73%	72%	69%	67%
White	85%	78%	92%	88%	89%	81%
Economically Dis.	68%	60%	71%	70%	68%	63%

<b>Grade 5 STAAR Results</b>						
	<b>Math</b>		<b>Reading</b>		<b>Science</b>	
<b>Student Group</b>	<b>LCISD</b>	<b>State</b>	<b>LCISD</b>	<b>State</b>	<b>LCISD</b>	<b>State</b>
All Students	85%	77%	84%	77%	80%	73%
African American	79%	65%	81%	68%	75%	59%
Hispanic	80%	74%	76%	72%	70%	67%
White	94%	86%	93%	87%	94%	85%
Economically Dis.	78%	71%	75%	70%	69%	65%

<b>Grade 6 STAAR Results</b>				
	<b>Math</b>		<b>Reading</b>	
<b>Student Group</b>	<b>LCISD</b>	<b>State</b>	<b>LCISD</b>	<b>State</b>
All Students	83%	77%	84%	75%
African American	76%	64%	84%	68%
Hispanic	79%	73%	77%	67%
White	94%	87%	93%	86%
Economically Dis.	75%	72%	77%	67%

<b>Grade 7 STAAR Results</b>						
	<b>Math</b>		<b>Reading</b>		<b>Writing</b>	
<b>Student Group</b>	<b>LCISD</b>	<b>State</b>	<b>LCISD</b>	<b>State</b>	<b>LCISD</b>	<b>State</b>
All Students	78%	71%	85%	76%	81%	71%
African American	69%	56%	81%	70%	83%	64%
Hispanic	72%	65%	81%	70%	74%	65%
White	89%	83%	92%	86%	90%	82%
Economically Dis.	69%	63%	78%	69%	73%	63%

<b>Grade 8 STAAR Results</b>								
	<b>Math</b>		<b>Reading</b>		<b>Science</b>		<b>Social Studies</b>	
<b>Student Group</b>	<b>LCISD</b>	<b>State</b>	<b>LCISD</b>	<b>State</b>	<b>LCISD</b>	<b>State</b>	<b>LCISD</b>	<b>State</b>
All Students	83%	76%	87%	80%	76%	70%	69%	59%
African American	83%	64%	89%	73%	71%	57%	67%	49%
Hispanic	76%	70%	81%	74%	67%	63%	58%	50%
White	93%	87%	94%	90%	89%	84%	83%	74%
Economically Dis.	76%	69%	82%	74%	65%	61%	58%	49%

Table Set II – LCISD Elementary Campus Level Results

<b>2012 STAAR Results for Austin Elementary</b>								
	<b>Math</b>			<b>Reading</b>			<b>Writing</b>	<b>Science</b>
<b>Student Group</b>	<b>3rd</b>	<b>4th</b>	<b>5th</b>	<b>3rd</b>	<b>4th</b>	<b>5th</b>	<b>4th</b>	<b>5th</b>
All Students	84%	96%	89%	89%	96%	93%	92%	95%
African American	83%	100%	86%	83%	75%	57%	60%	100%
Hispanic	80%	90%	85%	75%	95%	93%	90%	92%
White	84%	98%	90%	94%	98%	96%	94%	97%
Economically Dis.	76%	92%	86%	76%	96%	86%	88%	95%

2012 STAAR Results for Beasley Elementary								
	Math			Reading			Writing	Science
Student Group	3rd	4th	5th	3rd	4th	5th	4th	5th
All Students	52%	61%	83%	64%	55%	66%	56%	76%
African American	57%	57%	40%	57%	57%	33%	57%	33%
Hispanic	47%	56%	83%	65%	51%	67%	53%	76%
White	75%	85%	100%	75%	69%	80%	69%	100%
Economically Dis.	45%	55%	84%	58%	51%	61%	53%	72%

2012 STAAR Results for Bowie Elementary								
	Math			Reading			Writing	Science
Student Group	3rd	4th	5th	3rd	4th	5th	4th	5th
All Students	67%	55%	68%	79%	60%	71%	52%	67%
African American	22%	33%	67%	56%	25%	100%	25%	67%
Hispanic	69%	55%	69%	79%	60%	70%	52%	66%
White	85%	75%	64%	92%	83%	73%	75%	80%
Economically Dis.	65%	56%	68%	75%	57%	73%	49%	65%

2012 STAAR Results for Campbell Elementary								
	Math			Reading			Writing	Science
Student Group	3rd	4th	5th	3rd	4th	5th	4th	5th
All Students	83%	75%	98%	89%	94%	95%	94%	93%
African American	88%	75%	83%	100%	100%	92%	100%	69%
Hispanic	71%	88%	100%	71%	88%	100%	88%	95%
White	86%	73%	99%	90%	93%	93%	93%	95%
Economically Dis.	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

2012 STAAR Results for Dickinson Elementary								
	Math			Reading			Writing	Science
Student Group	3rd	4th	5th	3rd	4th	5th	4th	5th
All Students	91%	83%	96%	95%	94%	95%	92%	93%
African American	86%	89%	89%	86%	100%	89%	89%	89%
Hispanic	80%	69%	92%	100%	92%	83%	85%	92%
White	92%	86%	97%	95%	94%	98%	92%	93%
Economically Dis.	75%	44%	100%	75%	67%	88%	67%	88%

2012 STAAR Results for Frost Elementary								
	Math			Reading			Writing	Science
Student Group	3rd	4th	5th	3rd	4th	5th	4th	5th
All Students	90%	96%	98%	95%	89%	96%	84%	95%
African American	91%	100%	100%	100%	90%	89%	90%	88%
Hispanic	83%	97%	94%	92%	87%	94%	87%	95%
White	91%	94%	98%	95%	91%	97%	84%	96%
Economically Dis.	80%	93%	100%	90%	73%	90%	73%	90%

2012 STAAR Results for Huggins Elementary								
	Math			Reading			Writing	Science
Student Group	3rd	4th	5th	3rd	4th	5th	4th	5th
All Students	79%	80%	84%	94%	85%	85%	85%	78%
African American	40%	56%	38%	70%	67%	50%	78%	25%
Hispanic	75%	67%	69%	100%	73%	88%	73%	75%
White	88%	94%	94%	96%	94%	88%	91%	84%
Economically Dis.	60%	61%	55%	87%	72%	59%	83%	48%

2012 STAAR Results for Hutchison Elementary								
	Math			Reading			Writing	Science
Student Group	3rd	4th	5th	3rd	4th	5th	4th	5th
All Students	86%	72%	84%	89%	95%	85%	90%	88%
African American	70%	66%	90%	77%	90%	83%	96%	90%
Hispanic	88%	71%	80%	94%	100%	77%	79%	73%
White	100%	62%	93%	100%	96%	100%	92%	100%
Economically Dis.	69%	63%	76%	77%	91%	85%	82%	79%

2012 STAAR Results for Hubenak Elementary								
	Math			Reading			Writing	Science
Student Group	3rd	4th	5th	3rd	4th	5th	4th	5th
All Students	91%	92%	93%	90%	94%	92%	88%	86%
African American	83%	96%	87%	91%	96%	87%	93%	91%
Hispanic	96%	92%	94%	88%	96%	87%	83%	74%
White	90%	87%	93%	90%	90%	96%	83%	93%
Economically Dis.	79%	92%	95%	86%	92%	84%	81%	81%

2012 STAAR Results for Jackson Elementary								
	Math			Reading			Writing	Science
Student Group	3rd	4th	5th	3rd	4th	5th	4th	5th
All Students	66%	74%	65%	58%	44%	64%	54%	51%
African American	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Hispanic	64%	76%	64%	59%	46%	61%	50%	48%
White	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Economically Dis.	67%	74%	66%	59%	46%	65%	57%	54%

2012 STAAR Results for Long Elementary								
	Math			Reading			Writing	Science
Student Group	3rd	4th	5th	3rd	4th	5th	4th	5th
All Students	49%	62%	71%	68%	70%	68%	56%	64%
African American	27%	54%	56%	55%	46%	44%	43%	56%
Hispanic	45%	59%	70%	64%	73%	70%	51%	62%
White	85%	85%	86%	92%	85%	71%	92%	86%
Economically Dis.	48%	58%	69%	62%	67%	68%	52%	61%

2012 STAAR Results for McNeill Elementary								
	Math			Reading			Writing	Science
Student Group	3rd	4th	5th	3rd	4th	5th	4th	5th
All Students	77%	83%	95%	93%	92%	92%	94%	97%
African American	63%	76%	88%	95%	88%	100%	90%	97%
Hispanic	73%	76%	100%	89%	91%	84%	94%	95%
White	89%	86%	100%	95%	100%	100%	100%	100%
Economically Dis.	74%	73%	97%	89%	89%	87%	89%	90%

2012 STAAR Results for Meyer Elementary								
	Math			Reading			Writing	Science
Student Group	3rd	4th	5th	3rd	4th	5th	4th	5th
All Students	48%	61%	90%	60%	59%	80%	62%	82%
African American	40%	62%	89%	47%	52%	82%	57%	83%
Hispanic	49%	60%	91%	59%	56%	81%	63%	79%
White	50%	57%	86%	90%	100%	77%	57%	93%
Economically Dis.	44%	59%	89%	59%	54%	80%	61%	79%

2012 STAAR Results for Pink Elementary								
	Math			Reading			Writing	Science
Student Group	3rd	4th	5th	3rd	4th	5th	4th	5th
All Students	51%	58%	67%	72%	68%	70%	60%	47%
African American	53%	44%	67%	79%	67%	71%	50%	46%
Hispanic	51%	61%	70%	70%	67%	71%	62%	51%
White	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Economically Dis.	51%	56%	67%	71%	64%	71%	57%	46%

2012 STAAR Results for Ray Elementary								
	Math			Reading			Writing	Science
Student Group	3rd	4th	5th	3rd	4th	5th	4th	5th
All Students	90%	93%	94%	82%	88%	77%	85%	91%
African American	86%	100%	71%	71%	100%	86%	100%	100%
Hispanic	89%	94%	97%	82%	88%	71%	85%	88%
White	94%	83%	92%	82%	83%	100%	82%	100%
Economically Dis.	87%	93%	93%	81%	88%	70%	85%	89%

2012 STAAR Results for Seguin Elementary								
	Math			Reading			Writing	Science
Student Group	3rd	4th	5th	3rd	4th	5th	4th	5th
All Students	30%	30%	25%	55%	50%	73%	38%	73%
African American	0%	43%	40%	71%	33%	89%	17%	78%
Hispanic	34%	21%	14%	50%	53%	62%	47%	69%
White	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Economically Dis.	29%	31%	24%	55%	52%	79%	40%	74%

2012 STAAR Results for Smith Elementary								
	Math			Reading			Writing	Science
Student Group	3rd	4th	5th	3rd	4th	5th	4th	5th
All Students	57%	78%	69%	63%	71%	82%	63%	46%
African American	33%	63%	56%	58%	63%	73%	63%	36%
Hispanic	57%	84%	70%	60%	72%	84%	61%	42%
White	80%	67%	86%	80%	67%	100%	62%	86%
Economically Dis.	52%	84%	67%	62%	75%	82%	67%	47%

2012 STAAR Results for Thomas Elementary								
	Math			Reading			Writing	Science
Student Group	3rd	4th	5th	3rd	4th	5th	4th	5th
All Students	80%	54%	87%	80%	77%	78%	69%	84%
African American	75%	55%	93%	81%	86%	86%	68%	86%
Hispanic	75%	46%	84%	78%	67%	73%	63%	80%
White	91%	75%	88%	86%	83%	80%	92%	93%
Economically Dis.	73%	45%	88%	74%	79%	75%	69%	80%

2012 STAAR Results for Travis Elementary								
	Math			Reading			Writing	Science
Student Group	3rd	4th	5th	3rd	4th	5th	4th	5th
All Students	77%	76%	71%	73%	71%	72%	70%	54%
African American	90%	40%	43%	50%	40%	71%	30%	36%
Hispanic	75%	79%	76%	76%	74%	74%	74%	53%
White	80%	86%	73%	70%	71%	64%	71%	82%
Economically Dis.	77%	76%	69%	72%	71%	69%	70%	51%

2012 STAAR Results for Velasquez Elementary								
	Math			Reading			Writing	Science
Student Group	3rd	4th	5th	3rd	4th	5th	4th	5th
All Students	84%	93%	96%	92%	92%	90%	86%	89%
African American	74%	82%	88%	100%	84%	72%	68%	71%
Hispanic	86%	98%	97%	92%	93%	94%	91%	91%
White	91%	92%	97%	86%	94%	92%	89%	92%
Economically Dis.	83%	95%	90%	92%	93%	78%	84%	78%

2012 STAAR Results for Williams Elementary								
	Math			Reading			Writing	Science
Student Group	3rd	4th	5th	3rd	4th	5th	4th	5th
All Students	75%	77%	92%	90%	85%	89%	86%	83%
African American	75%	69%	90%	92%	78%	87%	82%	81%
Hispanic	73%	76%	83%	89%	90%	78%	86%	74%
White	68%	87%	100%	89%	92%	100%	88%	100%
Economically Dis.	69%	66%	90%	88%	77%	87%	86%	81%

Table Set III – LCISD Secondary Campus Level Results

<b>2012 STAAR Results for Navarro Middle</b>		
	<b>Math</b>	<b>Reading</b>
<b>Student Group</b>	<b>6th</b>	<b>6th</b>
All Students	69%	76%
African American	63%	77%
Hispanic	68%	74%
White	75%	84%
Economically Dis.	66%	75%

<b>2012 STAAR Results for Wertheimer Middle</b>		
	<b>Math</b>	<b>Reading</b>
<b>Student Group</b>	<b>6th</b>	<b>6th</b>
All Students	91%	88%
African American	84%	85%
Hispanic	92%	80%
White	94%	96%
Economically Dis.	86%	78%

<b>2012 STAAR Results for Wessendorff Middle</b>		
	<b>Math</b>	<b>Reading</b>
<b>Student Group</b>	<b>6th</b>	<b>6th</b>
All Students	82%	82%
African American	74%	85%
Hispanic	82%	77%
White	94%	90%
Economically Dis.	78%	75%

<b>2012 STAAR Results for Briscoe Junior High</b>							
	<b>Math</b>		<b>Reading</b>		<b>Writing</b>	<b>Science</b>	<b>Soc. St.</b>
<b>Student Group</b>	<b>7th</b>	<b>8th</b>	<b>7th</b>	<b>8th</b>	<b>7th</b>	<b>8th</b>	<b>8th</b>
All Students	86%	90%	88%	92%	86%	83%	82%
African American	79%	83%	83%	90%	87%	66%	75%
Hispanic	80%	89%	83%	91%	81%	82%	72%
White	93%	93%	94%	94%	89%	90%	88%
Economically Dis.	78%	86%	82%	91%	77%	72%	73%



2012 STAAR Results for George Junior High							
	Math		Reading		Writing	Science	Soc. St.
Student Group	7th	8th	7th	8th	7th	8th	8th
All Students	73%	68%	80%	79%	72%	59%	64%
African American	74%	76%	85%	89%	79%	62%	66%
Hispanic	72%	65%	80%	75%	70%	58%	61%
White	78%	77%	80%	87%	80%	67%	74%
Economically Dis.	72%	65%	79%	76%	70%	56%	61%

2012 STAAR Results for Lamar Junior High							
	Math		Reading		Writing	Science	Soc. St.
Student Group	7th	8th	7th	8th	7th	8th	8th
All Students	62%	84%	76%	83%	75%	74%	49%
African American	50%	83%	72%	82%	79%	74%	52%
Hispanic	60%	81%	75%	79%	70%	66%	36%
White	75%	88%	83%	91%	83%	89%	70%
Economically Dis.	55%	82%	71%	80%	70%	69%	42%

2012 STAAR Results for Reading Junior High									
	Math			Reading			Writing	Science	Soc. St.
Student Group	6th	7th	8th	6th	7th	8th	7th	8th	8th
All Students	92%	86%	91%	90%	93%	94%	90%	87%	78%
African American	76%	75%	87%	85%	88%	93%	86%	78%	73%
Hispanic	90%	80%	82%	84%	91%	88%	82%	80%	68%
White	98%	93%	97%	94%	95%	97%	94%	94%	84%
Economically Dis.	79%	72%	83%	82%	85%	90%	80%	76%	63%

Resource Persons: Laura Lyons, Executive Director of Elementary Education  
 Dr. Walter Bevers, Executive Director of Secondary Education  
 Brian Moore, Director of Research and Accountability

**INFORMATION ITEM: TAX COLLECTION REPORT  
(AS OF FEBRUARY 28, 2013)**

- Exhibit "A" gives the LCISD collections made during the month of February 28, 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 February 28, 2013, Lamar had collected 95.5% 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  
February 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	\$ 17,834,898.05	\$ 120,256.16	\$ 9,058.94	\$ 17,964,213.15	\$ 13,344,256.79	\$ 99,035.85	\$ 4,490,641.26	\$ 30,279.25
11	\$ 47,859.98	\$ 20,733.11	\$ 20,484.44	\$ 89,077.53	\$ 35,120.79	\$ 35,698.83	\$ 12,739.19	\$ 5,518.72
10	\$ 12,111.75	\$ 6,419.97	\$ 4,546.61	\$ 23,078.33	\$ 9,054.01	\$ 9,345.76	\$ 3,057.74	\$ 1,620.82
09	\$ 14,569.38	\$ 3,105.30	\$ 1,707.51	\$ 19,382.19	\$ 11,475.90	\$ 4,159.87	\$ 3,093.48	\$ 652.94
08	\$ 10,124.84	\$ 1,576.04	\$ 666.85	\$ 12,367.73	\$ 7,965.47	\$ 1,909.79	\$ 2,159.37	\$ 333.10
07	\$ 8,874.89	\$ 1,011.00	\$ 305.83	\$ 10,191.72	\$ 6,844.97	\$ 1,088.98	\$ 2,029.92	\$ 227.85
06	\$ 6,426.04	\$ 1,591.95	\$ 410.11	\$ 8,428.10	\$ 5,522.85	\$ 1,778.50	\$ 903.19	\$ 223.56
05	\$ 2,478.48	\$ 735.98	\$ 272.71	\$ 3,487.17	\$ 2,183.01	\$ 916.22	\$ 295.47	\$ 92.47
04	\$ 2,879.02	\$ 568.61	\$ 185.74	\$ 3,633.37	\$ 2,540.84	\$ 684.82	\$ 338.18	\$ 69.53
03	\$ 509.85	\$ 506.63	\$ 142.78	\$ 1,159.26	\$ 457.60	\$ 597.08	\$ 52.25	\$ 52.33
02	\$ 480.58	\$ 594.37	\$ 148.38	\$ 1,223.33	\$ 433.08	\$ 684.01	\$ 47.50	\$ 58.74
01	\$ 415.17	\$ 601.87	\$ 152.54	\$ 1,169.58	\$ 374.14	\$ 694.93	\$ 41.03	\$ 59.48
00	\$ 316.02	\$ 490.50	\$ 120.44	\$ 926.96	\$ 281.72	\$ 557.09	\$ 34.30	\$ 53.85
99	\$ 281.44	\$ 475.63	\$ 113.56	\$ 870.63	\$ 254.31	\$ 543.35	\$ 27.13	\$ 45.84
98	\$ 304.48	\$ 551.11	\$ 128.34	\$ 983.93	\$ 281.50	\$ 637.85	\$ 22.98	\$ 41.60
97	\$ 84.86	\$ 163.78	\$ 37.30	\$ 285.94	\$ 78.46	\$ 188.72	\$ 6.40	\$ 12.36
96	\$ 44.27	\$ 77.59	\$ 14.33	\$ 136.19	\$ 40.19	\$ 84.78	\$ 4.08	\$ 7.14
95	\$ 107.04	\$ 222.91	\$ 46.68	\$ 376.63	\$ 101.31	\$ 257.67	\$ 5.73	\$ 11.92
94	\$ 65.18	\$ 149.25	\$ 32.16	\$ 246.59	\$ 61.80	\$ 173.68	\$ 3.38	\$ 7.73
93	\$ 5.97	\$ 14.39	\$ 3.05	\$ 23.41	\$ 5.70	\$ 16.80	\$ 0.27	\$ 0.64
92	\$ 29.80	\$ 65.86	\$ 11.51	\$ 107.17	\$ 29.21	\$ 76.06	\$ 0.59	\$ 1.31
91	\$ 75.73	\$ 199.92	\$ 41.35	\$ 317.00	\$ 73.68	\$ 235.86	\$ 2.05	\$ 5.41
<b>Totals</b>	<b>\$ 17,942,942.82</b>	<b>\$ 160,111.93</b>	<b>\$ 38,631.16</b>	<b>\$ 18,141,685.91</b>	<b>\$ 13,427,437.33</b>	<b>\$ 159,366.50</b>	<b>\$ 4,515,505.49</b>	<b>\$ 39,376.59</b>

**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 2-28-13
12	\$ 136,145,655.46	\$ 5,695,014.46	\$ 141,840,669.92	\$ 135,503,297.95	\$ 120,256.16	\$ 9,058.94	\$ 135,632,613.05	\$ 6,337,371.97
11	\$ 1,526,426.10	\$ (111,187.66)	\$ 1,415,238.44	\$ 572,472.58	\$ 144,623.33	\$ 159,891.10	\$ 876,987.01	\$ 842,765.86
10	\$ 712,478.78	\$ (33,065.66)	\$ 679,413.12	\$ 165,848.33	\$ 62,427.24	\$ 45,688.87	\$ 273,964.44	\$ 513,564.79
09	\$ 531,424.87	\$ (21,949.73)	\$ 509,475.14	\$ 119,760.62	\$ 56,403.11	\$ 32,006.99	\$ 208,170.72	\$ 389,714.52
08	\$ 360,340.24	\$ 11,079.07	\$ 371,419.31	\$ 75,847.60	\$ 33,029.65	\$ 15,750.28	\$ 124,627.53	\$ 295,571.71
07	\$ 287,280.27	\$ 7,141.13	\$ 294,421.40	\$ 24,963.03	\$ 6,978.20	\$ 3,296.55	\$ 35,237.78	\$ 269,458.37
06	\$ 222,534.53	\$ (1,333.21)	\$ 221,201.32	\$ 19,754.87	\$ 6,838.99	\$ 2,073.20	\$ 28,667.06	\$ 201,446.45
05	\$ 216,529.51	\$ (1,456.38)	\$ 215,073.13	\$ 11,843.24	\$ 6,169.23	\$ 1,707.01	\$ 19,719.48	\$ 203,229.89
04	\$ 134,192.21	\$ (1,361.98)	\$ 132,830.23	\$ 8,540.74	\$ 4,573.98	\$ 1,119.13	\$ 14,233.85	\$ 124,289.49
03	\$ 121,282.11	\$ (1,050.99)	\$ 120,231.12	\$ 5,732.79	\$ 4,473.31	\$ 784.80	\$ 10,990.90	\$ 114,498.33
02	\$ 106,981.89	\$ (1,126.52)	\$ 105,855.37	\$ 5,569.70	\$ 4,911.49	\$ 773.95	\$ 11,255.14	\$ 100,285.67
01	\$ 83,228.49	\$ (1,194.25)	\$ 82,034.24	\$ 4,342.99	\$ 4,845.32	\$ 723.48	\$ 9,911.79	\$ 77,691.25
00	\$ 71,500.23	\$ (1,033.17)	\$ 70,467.06	\$ 4,394.47	\$ 5,444.58	\$ 844.66	\$ 10,683.71	\$ 66,072.59
99	\$ 68,463.25	\$ (719.61)	\$ 67,743.64	\$ 3,823.07	\$ 4,931.99	\$ 657.30	\$ 9,412.36	\$ 63,920.57
98	\$ 58,230.23	\$ (702.36)	\$ 57,527.87	\$ 3,768.34	\$ 5,201.19	\$ 663.63	\$ 9,633.16	\$ 53,759.53
97	\$ 52,779.15	\$ (992.93)	\$ 51,786.22	\$ 4,220.25	\$ 6,411.88	\$ 887.39	\$ 11,519.52	\$ 47,565.97
96	\$ 50,566.35	\$ (780.70)	\$ 49,785.65	\$ 2,420.50	\$ 3,952.14	\$ 577.53	\$ 6,950.17	\$ 47,365.15
95	\$ 39,898.13	\$ (479.01)	\$ 39,419.12	\$ 1,450.82	\$ 2,990.54	\$ 652.33	\$ 5,093.69	\$ 37,968.30
94	\$ 31,443.94	\$ (454.25)	\$ 30,989.69	\$ 1,272.39	\$ 2,806.57	\$ 611.64	\$ 4,690.60	\$ 29,717.30
93	\$ 29,766.02	\$ (106.28)	\$ 29,659.74	\$ 1,467.34	\$ 3,400.52	\$ 730.21	\$ 5,598.07	\$ 28,192.40
92	\$ 27,735.63	\$ (18.66)	\$ 27,716.97	\$ 1,607.12	\$ 3,920.54	\$ 826.24	\$ 6,353.90	\$ 26,109.85
91 & prior	\$ 30,008.31	\$ 1,170.11	\$ 31,178.42	\$ 1,969.45	\$ 5,265.40	\$ 1,074.63	\$ 8,309.48	\$ 29,208.97
<b>Totals</b>	<b>\$140,908,745.70</b>	<b>\$5,535,391.42</b>	<b>\$146,444,137.12</b>	<b>\$136,544,368.19</b>	<b>\$499,855.36</b>	<b>\$280,399.86</b>	<b>\$137,324,623.41</b>	<b>\$9,899,768.93</b>

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
TAX COLLECTION ANALYSIS  
PERCENT Y-T-D BY MONTH  
FOR CURRENT LEVY ONLY**

<b>MONTH</b>	<b>2012-13</b>	<b>2011-12</b>	<b>2010-11</b>	<b>2009-10</b>	<b>2008-09</b>	<b>2007-08</b>	<b>2006-07</b>	<b>2005-06</b>	<b>2004-05</b>	<b>2003-04</b>	<b>2002-03</b>
<b>SEPT</b>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
<b>OCT</b>	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.01%	0.0%
<b>NOV</b>	1.9%	2.6%	3.9%	1.9%	1.7%	2.8%	2.1%	1.0%	3.3%	4.0%	3.2%
<b>DEC</b>	33.1%	30.2%	33.3%	25.9%	35.4%	31.9%	29.7%	32.7%	16.8%	20.7%	16.9%
<b>JAN</b>	82.9%	82.3%	84.1%	80.7%	80.4%	59.6%	76.4%	73.6%	74.9%	69.0%	62.6%
<b>FEB</b>	95.5%	94.8%	94.3%	93.3%	92.8%	93.5%	93.3%	92.5%	92.3%	92.4%	91.7%
<b>MAR</b>		96.4%	96.1%	95.0%	94.8%	95.1%	94.7%	94.3%	93.8%	94.0%	93.1%
<b>APR</b>		97.1%	96.9%	96.0%	95.6%	95.9%	95.8%	95.2%	94.8%	94.9%	94.8%
<b>MAY</b>		97.9%	97.6%	96.5%	96.4%	96.7%	96.5%	96.1%	95.5%	95.5%	95.5%
<b>JUNE</b>		98.3%	98.2%	97.4%	97.2%	97.4%	97.3%	96.8%	96.4%	96.2%	96.3%
<b>JULY</b>		98.7%	98.6%	98.0%	97.9%	98.0%	97.8%	97.4%	97.1%	97.0%	96.9%
<b>AUG</b>		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 FEBRUARY 28, 2013**

<b>TAX YEAR LCISD TAXES</b>	<b>SCHOOL YEAR</b>	<b>BUDGET AMOUNT</b>	<b>COLLECTIONS 2-28-13</b>	<b>% OF BUDGET COLLECTED</b>
2012	2012-13	\$139,195,507	\$135,503,298	97.35%
2011 & Prior	2011-12 & Prior	\$2,300,000	\$1,041,070	45.26%
<b>TOTAL</b>		<b>\$141,495,507</b>	<b>\$136,544,368</b>	<b>96.50%</b>

**LAMAR CONSOLIDATED INDEPENDENT SCHOOL DISTRICT  
TAX COLLECTION REPORT  
AS OF FEBRUARY 28, 2013**

SCHOOL YEAR TAX YEAR	2007-08 2007	2008-09 2008	2009-10 2009	2010-11 2010	2011-12 2011	2012-13 2012
<b>COLLECTION YEAR</b>						
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	135,503,298
Adj. To Roll	\$ (362,468)	\$ (1,054,535)	\$ 2,995,248	4,579,622	5,417,190	5,695,014
2 Collections	\$ 1,347,912	\$ 1,484,532	\$ 1,349,141	1,050,557	572,473	
Adj. To Roll	\$ 27,409	\$ (65,264)	\$ (117,676)	53,764	(111,188)	
3 Collections	\$ 267,371	\$ 248,471	\$ 368,541	165,848		
Adj. To Roll	\$ 21,693	\$ 96	\$ 67,079	(33,066)		
4 Collections	\$ 136,983	\$ 223,830	119,761			
Adj. To Roll	\$ 54,869	\$ 102,644	(21,950)			
5 Collections	\$ 170,751	75,848				
Adj. To Roll	\$ 115,743	11,079				
6 Collections	\$ 24,963					
Adj. To Roll	\$ 7,141					
<b>TOTAL:</b>						
<b>COLLECTIONS</b>	\$ 110,599,012	\$ 125,204,132	\$ 129,991,859	\$ 133,302,425	\$ 136,690,180	\$ 135,503,298
<b>ADJUSTED TAX ROLL</b>	\$ 110,868,470	\$ 125,499,704	\$ 130,381,574	\$ 133,815,988	\$ 137,532,945	\$ 141,840,670
<b>BALANCE TO BE COLLECTED</b>	\$ 269,459	\$ 295,571	\$ 389,715	\$ 513,563	\$ 842,765	\$ 6,337,372
<b>ADJ. TAXABLE VALUE</b>	\$ 8,543,788,404	\$ 9,671,306,106	\$ 10,047,514,662	\$ 9,806,602,051	\$ 9,894,100,565	\$ 10,203,997,692
<b>TOTAL % COLLECTIONS AS OF FEBRUARY 28, 2013</b>	99.8%	99.8%	99.7%	99.6%	99.4%	95.5%
<b>TAX RATE</b>	\$ 1.29765	\$ 1.29765	\$ 1.29765	1.36455	1.39005	1.39005

**INFORMATION ITEM: PAYMENTS FOR CONSTRUCTION PROJECTS**

Below is a list of invoices that have been approved for payment.

BLS Construction (Ag Barn)	Application # 3	\$	<b>40,197.40</b>
Communications & Emergency Product (Transportation Satellite)	Application # 2	\$	<b>5,000.00</b>
Communications & Emergency Product (Transportation Satellite)	Application # 3	\$	<b>1,600.00</b>
Engineered Air Balance (Adolphus Elem #22)	Application # 1	\$	<b>3,495.00</b>
Engineered Air Balance (Polly Ryon Middle)	Application # 1	\$	<b>3,105.00</b>
Gilbane (2011 Bond Program)	Application # 10	\$	<b>237,425.00</b>
PBK Architects (Adolphus Elem #22 – Phase 2)	Application # 10	\$	<b>3,721.17</b>
PBK Architects (George Ranch HS – Build Out)	Application # 9	\$	<b>696.90</b>
PBK Architects (Natatorium #2)	Application # 2	\$	<b>22,500.00</b>
PBK Architects (Polly Ryon Middle – Phase 2)	Application # 10	\$	<b>6,169.67</b>
PBK Architects (Traylor Stadium)	Application # 2	\$	<b>4,500.00</b>
RCP Inc. (Transportation Satellite – Secondary Drive)	Application # 2	\$	<b>900.00</b>
Terracon (Jackson Elementary)	Application # 1	\$	<b>1,500.00</b>



Terracon (Terry High)	Application # 1	\$	<b>2,700.00</b>
Traffic Engineers, Inc. (Polly Ryon Middle – Driveway)	Application # 2	\$	<b>5,875.00</b>
VLK Architects (Ag Barn)	Application # 2	\$	<b>3,053.40</b>
VLK Architects (Ag Barn –Reimbursables)	Application # 2	\$	<b>675.49</b>
VLK Architects (Misc. Renovations 2013)	Application # 1	\$	<b>223,382.11</b>

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 February 2013:**

- The Department completed 1,300 requests with 158 new requests
- 43 were closed

**Maintenance:**

The Maintenance Department assisted by:

- Replacing an electric drinking fountain at Dickinson Elementary
- Repairing a leak on the domestic hot water piping at Navarro Middle
- Repairing the kitchen back door delivery bell at Jane Long Elementary
- Repairing the parking area pole lights at George Junior High
- Repairing a gym scoreboard controller at Terry High
- Repairing a gym scoreboard and controller at Lamar High
- Repairing lockers in the girls dressing area at Terry High Field House
- Installing a tamper resistant cover on a fire alarm pull station at Huggins Elementary
- Replacing the fire alarm system backup batteries at Austin Elementary
- Installing new ceiling tile in the front office area at Williams Elementary
- Repairing a computer desk keyboard tray in the office at Reading Junior High
- Repairing the stall walls in the girls dressing room at Wessendorff Middle
- Installing a pencil sharpener in room D-2 at Pink Elementary
- Repairing a table support leg in the computer lab at Thomas Elementary
- Mounting an AED sign on the wall next to the AED cabinet at the Ag Barn
- Installing a new door hinge in the bathroom stall in the 4<sup>th</sup> grade area at Hubenak Elementary
- Repairing all broken and loose computer trays in the computer lab at Wertheimer Middle
- Repairing a loose white board at Wertheimer Middle
- Installing a kick plate on the wooden door at Administrative Annex
- Changing an ice machine water filter at the Transportation Center
- Priming and repainting the walls in the front office area at the Maintenance Center
- Installing new foam soap dispensers throughout Terry High
- Re-installing three new mirrors in the boys restroom by the auditorium at Lamar High
- Re-installing the missing seats and the metal strips on the bleachers in the gym at Reading Junior High
- Making a sign platform mount with lockable wheels at Hutchinson Elementary

- Removing the old sign and installing a new one in the front parking lot at Seguin Early Childhood Center
- Moving two tether ball poles closer to the school at Meyer Elementary
- Painting a wall due to a water leak at Navarro Middle
- Rehangng a paper towel dispenser in the art room area at Navarro Middle
- Repairing a light fixture cover at George Ranch High
- Repairing white boards at George Ranch High
- Re-installing a backpack rack in a portable at Campbell Elementary
- Tightening a toilet seat and replacing paper towel dispensers in the restroom by room 102 at Jackson Elementary
- Changing the water filter on the ice machine at the Maintenance Center
- Repairing a push button on a water fountain at Travis Elementary
- Prime and painted wall above thermostat in room C-132 at Huggins Elementary
- Installing a new pencil sharpener in room E-6 at Pink Elementary
- Repairing pot holes at George Junior High
- Applying letters to the glass door at the Community Relations Department
- Installing a keyboard tray in the technical services area at Brazos Crossing
- Repairing the domestic hot water boiler at Foster High
- Repairing the domestic hot water heater at Meyer Elementary
- Adding a door bell system for the LEAP program at Campbell Elementary
- Replacing two PA speakers at the softball field at George Ranch High
- Setting up audio/video equipment for an event at Safari Texas
- Operating audio equipment/lights in the auditorium at Terry High
- Repairing lockers in the girls dressing area at Terry High
- Responding to a call after hours for the fire alarm system at Terry High
- Replacing the fire alarm system backup batteries at George Ranch High
- Replacing a window pane in a portable classroom at Smith Elementary
- Repairing the emergency shower in a science lab at Lamar High
- Repairing the dish machine in the kitchen at Williams Elementary
- Repairing the lights in walk-in cooler and freezer at Thomas Elementary
- Repairing the hand dryer in a restroom at Lamar Junior High
- Replacing clocks at Dickinson Elementary
- Replacing clocks at Reading Junior High
- Hanging the backdrop for a play in the stage area at Campbell Elementary
- Changing the ice machine water filter at Campbell Elementary
- Changing the ice machine water filter at Brazos Crossing
- Repainting the lower half of a wall in the cafeteria at Jackson Elementary
- Replacing ceiling tiles in the library at Seguin Early Childhood Center
- Re-gluing wallpaper at Hubenak Elementary
- Installing screws to the exterior door mullion going to the service yard at Hutchinson Elementary
- Installing a block behind the freezers to keep them off the wall at Lamar High Vocational
- Repairing a domestic water piping system leak at Hubenak Elementary
- Repairing the kitchen water heater at Meyer Elementary

## **Custodial, Integrated Pest Control and Lawn Works:**

The Operations Department assisted by:

- Delivering boxes and paper to the workroom, removing water from the floor, helping a teacher unload small cabinets from her car, shampooing the PPCD room, and helping set up for a meeting at Velasquez Elementary
- Rearranging room 215C for a meeting, dusting blinds, shelving, and lights in the food service office, delivering recycle items to recycle bin, and setting up room 112A for meeting at Brazos Crossing
- Shampooing carpets in the kindergarten area and replacing lights in the office area at Williams Elementary
- Adding information to the marquee, removing spots on a wall in the cafeteria, using micromatic on the gym and cafeteria floor, and cleaning the front entry windows at Jackson Elementary
- Cleaning all outside trash cans, cleaning the a/c vents in the cafeteria, and cleaning up urine from the kindergarten boys restroom floor at Taylor Ray Elementary
- Shampooing carpet, replacing ceiling tile in the upstairs hallway, opening the school on Saturday for a band ensemble, and delivering paper to the workrooms at Briscoe Junior High
- Opening up for the YMCA at George Junior High
- Replacing lamps in the boys 5<sup>th</sup> grade restroom, delivering a printer to the computer room, delivering boxes of paper to various classrooms, setting up tables in the work room for the principal, and setting up tables and chairs at Travis Elementary
- High dusting in cafeteria, restocking copy paper in the lounge, cleaning the T-team girls restroom, cleaning up a milk spill in the cafeteria, and cleaning the front windows at Wessendorff Middle
- Cleaning vents in all the hallways, cleaning walls in the cafeteria, using the micromatic machine on the floors in the gym and hallways, and adding information to the marquee at Jackson Elementary
- Opening the auditorium for a play, opening the cafeteria for a meeting, and removing all tables and chairs in the cafeteria for Senior Serve at Terry High
- Replacing lights in various rooms, delivering extra tables to the library for the book fair, delivering horseshoe tables to various classrooms, and delivering boxes of books to the library at Travis Elementary
- Delivering paper to workrooms, setting up 250 chairs in the cafeteria for a parent meeting, delivering desks and chairs to room 107, and moving all library tables for testing at Lamar Junior High
- Setting up risers in the gym for a choir program, removing tables that were in front foyer, and delivering tables to the library for a book fair at Campbell Elementary
- Extracting the carpet in the kindergarten area, moving school supplies to various storage rooms, and replacing lights in the office area at Dickinson Elementary

- Removing feces from 5<sup>th</sup> grade girls restroom floor, helping in cafeteria due to no cafeteria monitor, cleaning up vomit from the cafeteria floor, and delivering a box of copy paper at Hubenak Elementary
- Cleaning the front foyer windows, sweeping all entrances, setting up tables in the cafeteria for a staff meeting, delivering folding chairs for a meeting, moving a teacher's desk from the computer lab to T3, and lowering a cubical at Pink Elementary
- Opening up for Pro Grad meeting in cafeteria, setting up a table in the cafeteria for HARN college visit, and removing chairs and tables in the cafeteria for winter guard practice at Terry High
- Setting up tables and chairs in the cafeteria for a teachers meeting, shampooing ABC carpets in rooms 12, 13, and 14, replacing ceiling tiles, and raising tables in the art room at Seguin Early Childhood Center
- Opening up for Pro Grad Senior Serve at Lamar High
- Opening up for a Spelling Bee at Briscoe Junior High
- Removing trash from the hallways and classrooms due to children eating in classrooms and raising desks at Pink Elementary
- Mowing all athletic fields
- Repairing a corner post and fence at the Ag Barn
- Repairing a sink hole in the bus drive at Lamar High
- Mowing at Meyer, Austin, Seguin, Pink, Taylor Ray, Travis, Velasquez, Williams, Huggins, Smith, Hubenak, Beasley, Thomas, Hutchison, McNeill, Frost, Briscoe Junior, and Lamar High
- Delivering tables to Meyer Elementary and Reading Junior High
- Setting up for track meets at Foster High and George Ranch High
- Overseeing the boring of holes at Lamar High baseball field
- Mowing the grounds at all high school blocks
- Delivering tables to Lamar High, Smith, Dickinson, Bowie, Campbell, and Jane Long
- Providing rodent control at Lamar Junior, Austin, Administrative Complex, Jackson, and Thomas
- Providing wasp control at Beasley and Bowie
- Providing ant control at Dickinson, Huggins, Foster High, Austin, Lamar Junior High, Campbell, and Jackson
- Scheduling Gillen's Pest Control services at: Campbell, Dickinson, George Junior High, Hutchison, Natatorium, Navarro Middle, Thomas, Jane Long, Brazos Crossing, Maintenance, Frost, Taylor Ray, Travis, George Ranch High, Wertheimer Middle, Ag Barn, Athletic Annex, Wessendorff Middle, Smith, Terry High, and Williams
- Attending a Certified Pool Operator training

Resources: Kevin McKeever, Administrator for Operations  
 Aaron Morgan, Interim Director of Maintenance & Operations (Region 4)  
 Jeff Kimble, Assistant Director of Operations  
 James Carrillo, Assistant Director (Region 4)

**2006 Bond Program Projects**



**Transportation Satellite**

**Transportation Satellite Facility**

- Projected close-out for the Satellite Transportation is April 2013.

**Transportation Satellite Secondary Drive**

- Environmental study continues, with an anticipated completion of March 21, 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.

### Baseball Field

- The February Board approved the baseball/softball complex project.
- The Team met on February 26, 2013 with Lamar High School baseball and softball coaches to discuss program standards for the new complex.

### Judge James C. Adolphus Elementary

- Exterior brick and stone are 99% complete.
- 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 all glass installed.
- Light gauge framing is complete.
- Insulation has been installed.
- Drywall installation is complete.
- Ceiling grid is being installed in Cafetorium and is completed in all other areas.
- Cabling for data and camera systems is being installed in all areas.
- Drywall finishing is 95% complete.
- Painting subcontractor has completed priming all finished drywall.
- Painting subcontractor is applying finish coat of paint in area A and C.
- Hollow metal door frames are installed in all areas.
- Corridor Terrazzo is 55% complete.
- Ceramic Tile subcontractor is completing area A.
- Classroom casework is being installed in classroom areas.
- On February 20, 2013 the team met with the new Principal and the campuses' IT technician to review items installed as it relates with FF and E.
- Center Point has connected permanent power.
- Electrician has completed terminations of electrical equipment, inclusive of AHU's, chillers, panel boards, etc.
- Electrician has completed installation of ceiling lights in areas C and D.
- HVAC start-up testing of AHU's, chillers, motors and switches has been initially completed.
- MEP Design pre punch review of above ceiling systems is complete.
- Permanent water installation is complete.
- Support columns for walkway canopies are installed at bus drop off and special needs area; covered awnings are installed in 90% of areas.
- Final grading is nearing completion around perimeter of site.
- Ornamental fencing installation is 30% complete.
- Irrigation system installation is underway.



Judge James C. Adolphus ES



Judge James C. Adolphus ES

### **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 Board approved the new 40 meter stretch Natatorium design at the February Board meeting.

### **Polly Ryon Middle School**



Polly Ryon Middle School



Polly Ryon Middle School

- Concrete curbs are complete.
- Traffic signal bids will be taken the week of March 25<sup>th</sup>.
- Installation of ductwork is complete in all areas.
- Exterior limestone is complete.
- Metal wall panels are complete with minor finishing in progress.
- Concrete parking lot islands are complete.
- Windows and frames are installed in areas A, B, and C.
- Cabling for data and camera systems is being installed in all areas.
- Sidewalks are 70% complete.
- Tape & float is complete in areas A, B, and C.
- Painting is ongoing in all areas.
- Ceiling grid is being installed in all areas.
- Rolling grilles have been installed in corridors.
- The site has received permanent power.
- Electrical outlets are being installed.
- Cooler/freezer has been installed.
- Gas meter has been installed.
- Fire strobes are being installed in ceilings.
- Ceramic tile in restrooms is ongoing.
- Testing of pumps is complete.
- Chillers and air handlers have been started in areas A, B, and C.
- Casework is being installed in areas A, B, and C.
- Exterior doors are being installed.
- Plumbing fixtures are being installed in area B.
- Light fixtures have been installed in gymnasium.

### **Traylor Stadium**

- The Board approved Field Turf as the vendor to provide the track and turf for Traylor Stadium.



## Bond Program Budget

<b>EXECUTIVE REPORT</b>				
	<b>BUDGET</b>	<b>COMMITTED</b>	<b>UNCOMMITTED</b>	<b>PAID</b>
NEW FACILITIES	\$51,095,099	\$28,205,397	\$22,889,702	\$18,396,836
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	\$2,234,580
MISCELLANEOUS	\$5,144,367	\$0	\$5,144,367	\$0
<b>TOTAL</b>	<b>\$110,000,000</b>	<b>\$31,668,090</b>	<b>\$78,331,911</b>	<b>\$20,642,617</b>